

# MOUNTAIN PARK HOME OWNERS ASSOCIATION

## CC&Rs

MOUNTAINPARK —  
*Nature's Neighborhood*

Declaration of Restrictions of  
Mountain Park Corporation



Amendments  
& Exhibits

Articles of Incorporation of Mountain Park  
Home Owners Association

Bylaws of Mountain Park  
Home Owners Association

Changes to  
Bylaws



# **Mountain Park Home Owners Association**

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**DECLARATION OF RESTRICTIONS  
OF  
MOUNTAIN PARK CORPORATION**

(The following Declaration of Restrictions is applicable to property in Mountain Park Plats 1 through 4. With respect to property in other Plats see APPENDIX "B" .List of Supplemental Declarations at the end of this pamphlet for applicable Supplemental Declaration.)

THIS DECLARATION, made this 29th day of March. 1968, by MOUNTAIN PARK CORPORATION, an Oregon Corporation, hereinafter called the Declarant.

WITNESSETH:

WHEREAS. Declarant is the owner of certain real property in the counties of Multnomah and Clackamas, State of Oregon, known as Mountain Park Plats 1, 2, 3, and 4, such plats being of record in the plat records of Multnomah and Clackamas Counties, State of Oregon, and

WHEREAS Declarant desires to subject such property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

WHEREAS the power to enforce certain of such conditions, restrictions, reservations and charges is to reside in Mountain Park Home Owners Association, a non-profit corporation organized under the laws of the State of Oregon.

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I.

DEFINITIONS

The following words when used in this Declaration or any supplemental declaration, unless the context shall prohibit shall have the following meanings:

- A. "Association" shall mean Mountain Park Home Owners Association, its successors and assigns.
- B. "Block" shall mean any plat of land designated by the term "block" on any recorded subdivision plat of The Properties.
- C. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.
- D. "Common Properties" shall mean those areas of land shown or declared as such in any recorded subdivision plat of The Properties and intended to be devoted to the common use and enjoyment of the owners of The Properties.
- E. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of The Properties which is not designated as Common Properties or as a Block.
- F. "Building Site" shall mean a Lot or a parcel consisting of a portion of any Lot or contiguous portions of any two or more contiguous Lots.
- G. "Living Unit" shall mean any structure or portion of a structure situated upon The Properties designed and intended for use, occupancy and ownership as a residence by a single family.

H. "Leased Living Unit" shall mean an apartment consisting of one or more rooms intended for use and occupancy by a tenant of the Owner.

I. "Member" shall mean every person or entity who holds membership in the Association. As defined in Article III Section I.

J. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Building Site or Living Unit situated upon The Properties, but shall not mean a mortgagee nor a condominium association owning record title to a tract of land on which is located a condominium development.

K. "Street" means any highway or other thoroughfare as shown on the recorded plat of The Properties.

L. "Set back" means the minimum distance between a structure and a lot line.

M. "Street Frontage" means that portion of a Lot or Building Site which borders on a street.

## ARTICLE II.

### SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section I. ADDITIONS IN ACCORDANCE WITH A GENERAL PLAN OF DEVELOPMENT. At any time before January 31, 1983, Declarant, its successors and assigns shall have the right to bring within the scheme of this Declaration additional properties in future stages of development if such additions are in accord with a general plan of development prepared prior to the sale of any Lot and made known to every purchaser by means of a brochure delivered to each purchaser prior to such sale.

Such general plan of development shall show the proposed additions to The Properties and contain:

- A. A general indication of size and location of each additional development stage and proposed land uses in each;
- B. Approximate size and location of Common Properties proposed for each stage.
- C. A statement that proposed additions if made will become subject to assessment for their just share of Association expenses.

Unless otherwise stated therein, such general plan shall not bind the Declarant, its successors and assigns to make the proposed additions or to adhere to the plan in any subsequent development of the land shown therein.

Section 2. METHOD OF MAKING ADDITIONS. Additions authorized under this Article shall be made by filing of record a supplemental declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to The Properties.

Section 3. ADDITIONS NOT IN ACCORDANCE WITH THE GENERAL PLAN OF DEVELOPMENT. Additions which are not in accord with a general plan of development may be made by the Declarant or any other owner of property who with Declarant's consent desires to add such property to the scheme of this Declaration and to subject it to the jurisdiction of the Association, upon approval of the Association pursuant to a vote of its members as provided in its Articles of Incorporation.

### ARTICLE III.

#### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION.

Section 1. MEMBERSHIP. Members of the Association shall be every Owner of a fee or undivided fee interest in any Building Site or Living Unit subject by covenants of record to assessment by the Association and every person who holds a contract purchaser's interest of record in a Building Site or Living Unit. There shall be no other qualification for membership except as set forth above. Membership shall terminate on transfer of fee simple title by an Owner or the contract purchaser's interest by a contract purchaser who qualifies as a member. If an Owner sells a Building Site or Living Unit by contract of sale, upon recordation thereof, the Owner's membership shall terminate and the contract purchaser's membership shall commence.

Section 2. VOTING RIGHTS. There shall be two classes of voting membership:

A. Class A members will be all those members other than the Declarant. Class A members will be entitled to one vote for each building Site or Living Unit in which they hold the interest required for membership by Section I. If more than one person holds such interest or interests, all such persons shall be members, but the vote for such Building Site or Living Unit shall be exercised as the person holding such interest shall determine between themselves, provided that in no event shall more than one vote be cast with respect to any such Building Site or Living Unit. Class A members shall be entitled to elect three members of the board of directors of the Association so long as there is Class B membership.

B. The Class B member shall be the Declarant. The Class B member shall be entitled to elect four members of the board of directors of the Association. Class B membership may be converted to Class A membership at the option of the Class B member evidenced by written notice to the secretary of the Association, and shall be converted to Class A membership without further act or deed on December 31, 1978.

### ARTICLE IV.

#### PROPERTY RIGHTS IN THE COMMON PROPERTIES.

Section I. MEMBERS' EASEMENTS OF ENJOYMENT. Subject to the provisions of Section 3 of this Article every member shall have a right of easement and enjoyment in and to the Common Properties, and such easement shall be appurtenant to and shall pass with the title to every Lot or Living Unit and upon the recordation of a contract of sale of any Lot or Living Unit.

Section 2. TITLE TO COMMON PROPERTIES. The Declarant may retain legal title to the Common Properties until such time as it has completed improvements thereon and until such time as in its opinion the Association is able to maintain the same. Notwithstanding the foregoing, the Declarant shall convey the Common Properties to the Association free and clear of all liens and encumbrances not later than December 31, 1978. The Declarant if directed by the Association pursuant to the same vote of membership as required for dedication of the Common Properties may convey the Common Properties to a municipal corporation, public agency or authority rather than convey such Common Properties to the Association.

Section 3. EXTENT OF MEMBERS' EASEMENTS. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of members.

B. The right of the Association to charge reasonable admission and other fees for use of any recreational facility situated on the Common Properties.

C. The right of the Association to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid and for any period not to exceed thirty days for any infraction of its published rules and regulations; and

D. The right of the Declarant and the Association in accordance with its Articles and Bylaws to mortgage said property as security for any loan the purpose of which is improvement of the Common Properties. In the event of a default upon any such mortgage, the lender's rights hereunder shall be limited to a right after taking possession of such properties to charge admission and other fees as a condition of continued enjoyment by the members, and if necessary, to open the enjoyment of such property to a wider public until the mortgage debt is satisfied, whereupon the possession of such property shall be returned to the Association and all rights of the members hereunder shall be fully restored; and

E. The right of the Association to dedicate or transfer all or any part of the Common Properties to any municipal corporation, public agency or authority for such uses and purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer, however, shall be effective except pursuant to a vote of the members as provided by the Articles of Incorporation.

Section 4. DELEGATION OF USE. Any member may delegate in accordance with the bylaws his right of enjoyment to the Common Properties to the members of his family and his tenants.

## ARTICLE V.

### COVENANT FOR MAINTENANCE ASSESSMENT.

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENT. Declarant for each Lot and Living Unit owned by it within The Properties hereby covenants, and each Owner of any Building Site or Living Unit by acceptance of the deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in The Properties and in particular for the improvement and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of the Common Properties and of the homes situated upon The Properties. Without limiting the generality of the foregoing, assessments may be used to lease facilities for the use of residents in The Properties.

Section 3. BASIS OF ANNUAL ASSESSMENT. Unless changed by vote of the membership as hereinafter provided, the maximum annual assessment for any Building Site on which is located a single family detached dwelling, shall be \$180.00 per year. The assessment for Living Units which are part of a townhouse, row house or a cluster-type condominium development which is a single Living Unit in height shall be at such assessment ratio as shall be determined by the board of directors for that particular development, having in mind the additional amenities furnished to the particular Living Units not otherwise available to the members. In no event shall such ratio be less than 50% of the assessment per Building Site improved by a single family detached dwelling. Structures composed of Leased Living Units and condominium developments of more than one Living Unit in height shall be assessed at such assessment ratio as determined by the board of directors in respect to each such structure and with respect to each such condominium development, but not in excess of 50% of the assessment per Building Site improved by a single family detached dwelling unit for each Leased Living Unit in such structure or each Living Unit in such condominium.



The board of directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. In such event the amount of such assessment shall be the basis upon which lesser assessment ratios as heretofore set forth shall be determined. Although assessment amounts may be changed as herein provided, assessment ratios for Living Units and structures determined by the of directors pursuant to this section shall not be changed.

Upon the vote of the membership as hereinafter provided, the Association may change the maximum annual assessment fixed by this Section prospectively.

Section 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. Upon vote of the members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the cost of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Properties including necessary fixtures and personal property related thereto. The assessment ratio for any Living Unit or structure as determined pursuant to Section 3 shall be applicable to special assessments.

Section 5. VOTING AND NOTICES FOR SPECIAL ASSESSMENT AND CHANGE OF MAXIMUM ASSESSMENT. Any special assessment or change in maximum annual assessment must have the assent of two-thirds of the votes of each class of members who are voting in person or by proxy at a meeting duly called for that purpose, written notice of which shall be sent to all members at least thirty days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENT. The initial annual assessment shall commence on the first day of such month as determined by the board of directors of the Association, shall be made for the balance of the calendar year and shall be due and payable on the date fixed by the board. Annual assessments for any year after the first year shall become due and payable March 1 of such year.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessment for the first time shall be prorated on a calendar year basis according to the date of the first assessment or the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 7. DUTY OF THE BOARD OF DIRECTORS. The board of directors shall fix the amount of the annual assessment against each Building Site or Living Unit and give the Owner subject thereto written notice of such assessment at least thirty days in advance of the due date of such assessment. The board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall such roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 8. THE EFFECT OF NON-PAYMENT OF ASSESSMENTS; LIEN OF ASSOCIATION. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and shall bear interest at the rate of 7% per annum from such due date. The secretary of the Association shall file in the office of the County Clerk in which the property is located within 90 days after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a release of such lien. Such assessment with interest set forth above shall constitute alien on such Building Site or Living Unit from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.



In the event a judgement or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Properties or abandonment of his Building Site or Living Unit.

Section 9. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or deed of trust. Sale or transfer of any Building Site or Living Unit shall not affect the assessment lien. However the sale or transfer of any Building Site or Living Unit which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust, shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Building Site or Living Unit from liability from any assessments thereafter becoming due or from the lien thereof.

Section 10. EXEMPT PROPERTY. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein;

A. All properties to the extent of any easement or other interest herein dedicated and accepted by a municipal corporation or other local public authority and devoted to public use.

B. All Common Properties.

## ARTICLE VI.

### RESTRICTIONS ON USE OF PROPERTY BY OCCUPANTS.

Section I. USE RESTRICTIONS. The following restrictions shall be applicable to the use of any property subject to this Declaration:

A. No Building Site on The Properties shall be used for any purpose other than residential purposes

unless otherwise shown on the official recorded plat, provided that this restriction shall be inapplicable to any Building Site created by a subdivision of a Block subsequent to the date of this Declaration.

B. No animals or fowls shall be raised, kept or permitted upon the Properties or any part thereof, excepting only domestic dogs or cats and excepting caged birds kept within the dwelling house, providing said dogs, cats, and pet birds are not permitted to run at large and are not kept, bred, or raised for commercial purposes or in unreasonable numbers.

C. No part of The Properties shall be used for the purposes of exploring for, taking therefrom, or producing therefrom gas, oil or other hydrocarbon substances.

D. No noxious or offensive activity shall be carried on upon The Properties or any part thereof, nor shall anything be done or maintained thereon which may be or become an annoyance or nuisance to the neighborhood or detract from its value as a high-class residential district.

E. It shall be the duty of the Owner or occupant of any Building Site to improve and maintain in proper condition the area between the property line of said Building Site and the nearest curb or improved street, including installing and maintaining parking bays within said area, and no trucks, campers, trailers, or boats shall be parked or permitted to remain in said area.

F. No Owner or occupant shall remove or significantly alter any tree in any street, right-of-way, park, or recreational area or other part of the Common Properties unless permission in writing is first granted by the Association.

G. No Lot shall be used or maintained as a dumping ground for rubbish, garbage or trash. Garbage and other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and comply with all local, state or federal requirements.

## ARTICLE VII.

### RESTRICTIONS ON TYPE OF STRUCTURE PERMITTED.

Section 1. RESTRICTIONS ON STRUCTURES. In addition to the requirements imposed by any municipal corporation having jurisdiction over The Properties, the following restrictions apply to structures, improvements and personal property on The Properties.

A. Except with the approval of the Association, no building may be erected or maintained on any Building Site except one single family dwelling not more than two stories in height including the main floor level, designed for occupancy by not more than one family, together with a private garage, which garage shall conform generally in architectural design and exterior materials and finish to the dwelling house to which it is appurtenant. No outhouse of any kind, tent, shed or trailer, or any other temporary dwelling, shall be erected or maintained on any Building Site or be used for living purposes, nor shall any garage be used for dwelling purposes. Garden sheds or tool sheds may be erected however, with the approval of the Architectural Committee.

B. No trailer, camper, or pickup coach, tent, boat or truck (except pickup) shall be parked, placed, erected, maintained or constructed on any Building Site for any purpose. However, trailers, campers, pickup coaches, tents or boats which can be and are stored completely within full enclosed structures and are not used for living purposes will not be in violation of these restrictions.

C. No single family detached dwelling shall be constructed on any Building Site unless such site has a principal frontage of not less than 50 feet at the building set back line and an area of at least 8000 square feet.

D. No building shall be in any manner occupied while in the course of original construction or until it complies with all requirements as to area and with all other conditions and restrictions applicable thereto. The construction of any building or structure shall be prosecuted with reasonable diligence continuously from the time of commencement until fully completed. No buildings constructed elsewhere shall be moved to or placed on The Properties except with the written approval of the Association.

## ARTICLE VIII.

### RESTRICTIONS REGARDING CONSTRUCTION AND MAINTENANCE.

Section I. ARCHITECTURAL COMMITTEE. The board of directors shall appoint an Architectural Committee of three or more persons who need not be members of the Association, which Committee may act for the board to the extent set forth in this Declaration:

Section 2. RESTRICTIONS ON CONSTRUCTION, MAINTENANCE AND IMPROVEMENT. The following restrictions are applicable to construction, maintenance, and improvements on The Properties:

A. No building, fence, hedge, wall or other structure shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, color, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the board of directors or the Architectural Committee. In the event the board or the Architectural Committee fails to approve or disapprove such design and location within thirty days after such plans and specifications have been submitted to it, approval will not be required and this article will be deemed to have been fully complied with.

- B. A single family detached dwelling house of one story in height above the main floor level shall have a minimum ground floor area of 1200 square feet, and a one and one-half story or two story dwelling house shall have a minimum ground floor area of 1000 square feet (all exclusive of porches, patios, basements, and garages).
- C. Single family detached residences and garages erected on The Properties shall have a minimum setback from the front street of twenty feet and from the side street of fifteen feet from the property line unless otherwise specified by the Architectural Committee. Each single family detached dwelling house or garage shall have a setback of not less than seven feet from each side and rear line of the Building Site on which it is located. In determining setback all projections from the structure except eaves or uncovered front porches or steps shall be included.
- D. All roofing material shall be approved by the Architectural Committee.
- E. All driveways and parking bays shall be constructed of asphalt paving, unless approval for use of other material is granted by the Architectural Committee. If concrete is used it must be tinted to match the color of residential street asphalt.
- F. The location, color, size, design, lettering and other particulars of mail or paper delivery boxes shall be subject to approval of the Architectural Committee.
- G. No sign or other advertising device of any character shall be erected on any Lot or Building Site or maintained upon any part of The Properties except one sign not larger than 18" by 24" advertising the Lot or Building Site for sale or for rent by the Builder of the improvements on such property or the Owner. Signs advertising the property for sale or for rent by areal estate broker shall not be permitted.
- H. All outside television and radio aerials and antennas are prohibited without express written approval of the Association or the Architectural Committee.
- I. No outdoor overhead wire or service drop for the distribution of electric energy or for telecommunication purposes nor any pole, tower or other structure supporting said outdoor overhead wires shall be erected, placed, or maintained within The Properties. All purchasers of Lots within The Properties, their heirs, successors, and assigns shall use underground service wires to connect their premises and the structures built thereon to the underground electric or telephone utility facilities.

Section 3. **RIGHT OF ENTRY OF ASSOCIATION REPRESENTATIVE.** Any agent or officer of the Association may at any reasonable hour or hours during construction or remodeling, enter and inspect any of said property as to its maintenance or improvements to determine if there has been compliance with the provisions hereof. The Association, and any agent, or officer thereof, shall not thereby be deemed guilty of any manner of trespass for such entry or inspection. The Association may issue a certificate of completion and compliance as to any property so inspected.

Section 4. **EVIDENCE OF COMPLIANCE WITH RESTRICTIONS.** Records of the Association with respect to compliance with the provisions of this Declaration shall be conclusive evidence as to all matters shown by such records. Issuance of a certificate of completion and compliance by the Secretary or an Assistant Secretary of the Association showing that the plans and specifications for the improvements or other matters herein provided for have been approved and that such improvements have been made in accordance therewith, or a certificate as to any matters relating to this Declaration by the Secretary or an Assistant Secretary of the Association shall be conclusive evidence that shall justify and protect any title company insuring title to any property subject to this Declaration and shall fully protect any purchaser or encumbrancer in connection therewith. After the expiration of one year following the issuance of a building permit therefor by municipal or other governmental authority, any structure, work, improvement or alteration shall be deemed to be in compliance with the provisions thereof unless a notice of non-compliance executed by the Association shall have been recorded in the office of the County Clerk in which the property is located, or unless legal proceedings shall have been instituted to enforce compliance or completion.

Section 5. MINOR VIOLATION OF SETBACK RESTRICTIONS. If upon the erection of the first single family dwelling upon any of the Building Sites which are subject to these restrictions it is disclosed by survey that a minor violation or infringement of setback lines has occurred, such violation or infringement may be waived by the written consent and waiver of the Owners of the Building Sites immediately adjoining on either side of the Building Site upon which the violation or infringement occurs, and such waiver shall be binding upon all other Owners which are subject to these restrictions. Nothing herein contained shall prevent the prosecution of a suit for any other violation of the restrictions contained in this Declaration. A "minor violation" for the purpose of this section is a violation of not more than two feet beyond the setback lines as herein set forth. This provision shall apply only to the original structures and shall not be applicable to any alterations or repairs to such structure.

## ARTICLE IX.

### RESERVATION OF EASEMENTS.

Declarant hereby grants to the City of Lake Oswego and also reserves to itself, its successors and assigns, perpetual easements under, over and across all Common Properties and under, over and across strips of land five feet in width running along and interior to the side lines and rear lines of each Building Site and each Block for the purpose of erecting, constructing, maintaining and operating sewers and drainage systems, and poles, pipes, wires, cables, guys, anchors and conduits for lighting, heating, power, telephone and any other method of conducting and performing any public or quasi-public utility service or function beneath, upon, or above the surface of such Common Properties and five foot strips of land. Declarant reserves the right to cut and/or trim any tree or other growth on such Common Properties and such five foot strips which may interfere with or menace the construction, maintenance or operation of such utilities.

On all Common Properties shown as such on recorded plats and not lying between dotted lines within street boundaries and lot lines on recorded plats, the easement herein granted to the City of Lake Oswego shall be limited to a strip five feet on either side of the center line of each sewer or other pipeline, conduit, cable or other utility instrumentality as initially placed in, on or under such Common Properties.

On all Common Properties lying between dotted lines within street boundaries and lot lines on recorded plats, the easement herein granted to the City of Lake Oswego shall include the rights to go upon such Common Properties to maintain and repair improved streets.

Declarant hereby reserves to itself, its successors and assigns, perpetual easements across all Common Properties for bridle paths to be used with any equestrian, stable, rental or boarding business of Declarant, its successors, assigns, lessees or licensees.

## ARTICLE X.

### MAINTENANCE OBLIGATIONS OF OWNER.

Section I. VACANT LOTS. It is the intent of these restrictions that vacant lots be maintained in a reasonably presentable condition. Therefore, the Association shall have the right at all times to enter upon any Lot or Building Site that is vacant and unplanted or untenanted by the Owner after reasonable notice to the Owner, to remove debris, weeds or other waste material and to trim, cut back, remove if damaged or dead, cultivate and/or maintain hedges, trees, shrubs, plants or lawns, and to charge the expense thereof to the Owner as an assessment. The Association shall have the same rights with respect to such assessment as set forth in Article V as to annual and special assessments.

Section 2. OWNER'S OBLIGATION TO MAINTAIN PLANTING. Where the Association has permitted an Owner to plant a portion of the Common Properties abutting the Owner's property in accordance with the Owner's landscaping design, the Owner shall thenceforth be obligated to maintain at his own expense such

planting. Failure of the Owner to maintain the landscaping of such portion of the Common Properties or parking bays thereon shall give the Association a right upon reasonable notice to the Owner to maintain such areas of the Common Properties and to charge the expense thereof to the Owner as an assessment to be collected in the manner provided in Article V.

Section 3. REASONABLE NOTICE. "Reasonable Notice", as that term is used in this article shall mean mailing by certified mail to the last known address of the Owner shown on the books of the Association not less than ten days before entry on such Owner's property is made or maintenance of such landscaping is undertaken pursuant to Section 2.

## ARTICLE XI.

### ERECTION OF SIGNS OR STRUCTURES BY DECLARANT.

Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarant or its duly authorized agent of structures or signs for the conduct of its business in connection with or upon The Properties while the same or any part thereof is owned by Declarant.

## ARTICLE XII.

### GENERAL PROVISIONS.

Section I. DURATION. Covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association or the Owner of any Building Site or Living Unit subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of twenty years from the date this Declaration is recorded. After such term such covenants and restrictions shall be automatically extended for successive periods of ten years unless an instrument signed by the then Owners of two-thirds of the Building Sites and Living Units has been recorded agreeing to change said covenants and restrictions in whole or in part. The covenants and restrictions of this Declaration may be amended during the first twenty year period by an instrument signed by not less than 75% of the Owners of Building Sites or Living Units and thereafter by an instrument signed by not less than 66<sup>2/3</sup>% of such Owners. Any amendment must be properly recorded.

Section 2. NOTICES. Unless otherwise provided herein, any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, post-paid, to the last known address of the person who appears as member or Owner on the records of the Association at the time of such mailing.

Section 3. ENFORCEMENT. The Association or any Owner shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, and reservations imposed by the provisions of this Declaration and a similar right shall exist with respect to recovery of damages for any such violation. Failure of the Association or of any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. SEVERABILITY. Invalidation of anyone of these covenants or restrictions by judgment or court decree shall in no wise affect any other provisions which shall remain in full force and effect.

Section 5. EFFECT OF MUNICIPAL ORDINANCES. Police, fire and other public safety ordinances of any municipal corporation having jurisdiction over any portion of The Properties shall govern where more restrictive than these covenants and restrictions.

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# ARTICLES OF INCORPORATION

of

## MOUNTAIN PARK HOME OWNERS ASSOCIATION

The undersigned acting as an incorporator under the Oregon Nonprofit Corporation Law, adopts the following Articles of Incorporation.

### ARTICLE I.

The name of the corporation is MOUNTAIN PARK HOME OWNERS ASSOCIATION, and its duration shall be perpetual.

### ARTICLE II.

The purpose or purposes for which the corporation is organized are:

1. To engage without profit to its members in such activities as may promote the health, safety, welfare and common good of the residents of the community known as Mountain Park residing in those certain tracts of property described as Mountain Park Plats 1,2,3, and 4 and in such additional property as may be brought within the jurisdiction of this corporation in the manner provided in these articles.
2. To exercise all the powers and privileges and to perform all of the duties and obligations of the corporation as defined and set forth in Declaration of Restrictions of Mountain Park Corporation (referred to hereafter as Declaration) applicable to the property and recorded in the office of the County Clerk of Multnomah and Clackamas County, as such Declaration may be from time to time amended, including without limitation the establishment and enforcement of payment of charges or assessments pursuant to the terms of such Declaration.
3. To provide for the maintenance, preservation and operation of the Common Properties (as that term is defined in the Declaration) within the property described in this Article for the benefit of the residents of such community.
4. To provide, maintain and operate parks, athletic facilities and other recreational facilities which will be of benefit to the residents of such community.
5. To acquire by gift, purchase or otherwise, own, hold, improve, build upon, operate, maintain, convey, sell, lease as lessor or lessee, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the corporation.
6. This corporation shall have all corporate powers enumerated in the Oregon Nonprofit Corporation Law.

### ARTICLE III.

#### MEMBERSHIP.

Members of the corporation shall be every owner of a fee or an undivided fee interest in any Building Site or Living Unit (as those terms are defined in the Declaration) subject by covenant of record to assessments by the corporation and every person who holds a contract purchaser's interest of record in a Building Site or Living Unit. There shall be no other qualification for membership except as set forth above. Membership shall terminate on transfer of a fee simple title by an Owner or the contract purchaser's interest by the contract purchaser who qualifies as a member. If an Owner sells a Building Site or Living Unit by contract of sale, upon recordation thereof, the Owner's membership shall terminate and the contract purchaser's membership shall commence. The board of directors of the corporation may establish by resolution a classification of associate membership which shall be applicable to residents of the Mountain Park Community who are not eligible as members, and to tenants of members of the corporation. Associate members shall have no voting rights.



ARTICLE IV.  
VOTING RIGHTS.

There shall be two classes of voting membership:

1. Class A members will be all those members other than the Declarant. Class A member will be entitled to one vote for each Building Site or Living Unit in which they hold the interest required for membership by Article III. If more than one person holds such interest or interests, all such persons shall be members, but the vote for such Building Site or Living Unit shall be exercised as the persons holding such interest shall determine between themselves, provided that in no event shall more than one vote be cast with respect to any such Building Site or Living Unit. Class A members shall be entitled to elect three members of the board of directors of the Association so long as there is Class B membership.

2. The Class B members shall be the Declarant. The Class B member shall be entitled to elect four members of the board of directors of the Association. Class B membership may be converted to Class A membership at the option of the Class B member evidenced by written notice to the secretary of the Association, and shall be converted to Class A membership without further act or deed on December 31, 1978.

ARTICLE V.  
BOARD OF DIRECTORS.

The number of directors constituting the initial board of directors of the corporation is five, and the names and addresses of the persons who are to serve as directors until the first annual meeting or until their successors are elected and take office are:

Carl M. Halvorson 1850 North Shore Road Lake Oswego, Oregon

Daryl K. Mason 315 Berwick Road Lake Oswego, Oregon

Walter S. Aman 8725 S.W. Garden Home Road Portland, Oregon

Gerson F. Goldsmith 1775 S.W. South Shore Road Lake Oswego, Oregon

Lem V. Nelson 11110 S.W. Collina Avenue Portland, Oregon

Directors need not be members of the corporation. At the first annual meeting the Class A members shall elect one director for a term of one year, one director for a term of two years and one director for a term of three years. The Class B member at such meeting shall elect four directors for a term of three years. Thereafter the members shall elect directors for a term of three years to fill the terms of office of directors whose terms expire at such annual meeting.

Directors elected by Class A members may be removed from office by majority vote of the Class A members voting in person or by proxy at a meeting called for the purpose of considering such removal. Directors elected by the Class B member may be removed by written notification to the secretary of the Association of such removal.

ARTICLE VI.  
ADDITIONS TO PROPERTIES AND MEMBERSHIP.

Additions to the properties described in Article II may be made only in accordance with the provisions of the Declaration. Such additions when properly made under the covenants contained in the Declaration shall extend the jurisdiction, functions, duties and membership of this corporation to such properties. Where such covenants require that additions to the properties be approved by this corporation, such approval must have the assent of at least two-thirds of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

## ARTICLE VII.

### AUTHORITY TO DEDICATE.

The corporation shall have power to dedicate, sell or transfer all or any part of the Common Properties to any municipal corporation, public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless approved by a vote of not less than two-thirds of all the members of each class of membership entitled to vote. Such vote may be in person or by proxy at a meeting duly called for such purpose.

The corporation shall have power to exchange any part of the Common Properties not in excess of 40,000 square feet for a like amount of property contiguous to such Common Property, provided that the Board of Directors of the corporation by unanimous vote of all of the members of the Board of Directors then in office finds: (a) that such an exchange will be beneficial to the corporation, and (b) that the value of the property exchanged is at least equal to the value of the Common Properties involved in the exchange.

## ARTICLE VIII.

### MERGERS AND CONSOLIDATIONS

Subject to the provisions of the Declaration and to the extent permitted by law the corporation may merge or consolidate with other nonprofit corporations organized for the same purposes, provided that such merger or consolidation shall have the assent of two-thirds of the vote of each class of members who are voting in person or by proxy at a meeting duly called for such purpose.

## ARTICLE IX.

### AUTHORITY TO MORTGAGE.

The corporation shall have authority to mortgage the Common Properties as that term is defined in the Declaration upon the assent of two-thirds of the votes of each class of members who are voting in person or by proxy at a meeting duly called for the purpose of considering such authority.

## ARTICLE X.

### DISSOLUTION.

The corporation may be dissolved only upon the vote to such effect of not less than two-thirds of all the members of each class of membership entitled to vote. Such vote may be in person or by proxy at a meeting duly called for such purpose.

Upon dissolution of the corporation, the assets both real and personal of the corporation shall be dedicated to an appropriate municipal corporation or other public agency to be devoted to purposes as nearly as practical the same as those to which they were required to be devoted by the corporation. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to purposes and uses to which they were required to be devoted by the corporation.

## ARTICLE XI.

### AMENDMENTS.

Amendment of these articles shall require the assent of two-thirds of the votes of each class of members who are voting in person or by proxy at a meeting called to consider such amendment. However, the voting requirements specified for any action under any provision of these articles shall only be amended in accordance with the voting requirements thus specified.

ARTICLE XII.

REGISTERED OFFICE AND REGISTERED AGENT.

The address of the initial registered office of the corporation is 10626 S.W. Barbur Boulevard, Portland, Oregon, and the name of its initial registered agent at such address is Lem V. Nelson.

ARTICLE XIII.

INCORPORATOR.

The name and address of the incorporator is Gerson F. Goldsmith, 901 Executive Building, Portland, Oregon 97204.

**BYLAWS**  
**of**  
**MOUNTAIN PARK HOME OWNERS ASSOCIATION**

**ARTICLE I.**

**DEFINITIONS.**

The following terms when used herein shall have the following meanings unless a different meaning is plainly required by the context.

1.1 “Association” shall mean Mountain Park Home Owners Association, its successors and assigns.

1.2 “Common Properties” shall mean those areas of land shown or declared as such in any recorded subdivision plat of The Properties and intended to be devoted to the common use and enjoyment of the owners of The Properties.

1.3 “Declaration” shall mean the Declaration of Restrictions of Mountain Park Corporation applicable to The Properties.

1.4 “The Properties” shall mean the real property described as Mountain Park Plat 1, 2, 3, and 4 as recorded in plat records Multnomah and Clackamas County and such additional property as may be brought within the jurisdiction of the Association in the manner provided in the Articles of Incorporation.

**ARTICLE II.**

**LOCATION.**

The principal office of the Association shall be located at 10626 S.W. Barbur Boulevard, Portland, Oregon.

**ARTICLE III.**

**MEMBERSHIP.**

3.1 ELIGIBILITY. Eligibility for membership is set forth in Article III. of the Articles of Incorporation.

3.2 RIGHTS OF ENJOYMENT. Each member shall be entitled to use and enjoyment of the Common Properties and other facilities provided by the Association. Any member may delegate his rights of enjoyment of the Common Properties and other facilities to the members of his family and his tenants who reside in the Mountain Park Community. The board of directors shall determine the proceeding for notification of the Association of the names of persons to whom such rights have been delegated. In the event that any assessment of property on which a member resides is delinquent, the board of directors may suspend the right of the member, members of his family and tenants to the use of the Common Properties and recreational facilities of the Association until such assessment has been paid. Such rights of a member, members of his family and tenants may also be suspended after notice and hearing for a period not to exceed 30 days for violation of any rules and regulations established by the board of directors concerning the use of the Common Properties and facilities furnished by the Association.

3.3 VOTING RIGHTS. Voting rights of members are set forth in Article IV. of the Articles of Incorporation.

3.4 ASSOCIATE MEMBER. The board of directors may establish a classification of associate members by appropriate resolution as set forth in the Articles of Incorporation and may determine the qualifications and rights of associate members.

## ARTICLE IV.

### MEETINGS OF MEMBERS.

4.1 ANNUAL MEETING. The annual meeting of the members shall be held in Lake Oswego, Oregon or at such other place in Clackamas County or Multnomah County, Oregon, and at such date and time in the month of March of each year as may be prescribed by the board of directors.

4.2 SPECIAL MEETINGS. Special meetings of the members may be called at any time by the board of directors upon written request of the Class B member or of Class A members who are entitled to vote one-quarter of the votes of the Class A membership.

4.3 NOTICE. Notice of all meetings of members shall be mailed by or at the direction of the secretary to each member, postage prepaid, at the address thereof as shall appear in the records of the Association or supplied by such member to the Association for the purpose of notice. Such notice shall be so mailed not less than seven days nor more than 50 days prior to the date of such meeting. However, notice shall be mailed to each member as hereinabove set forth not less than 30 days nor more than 50 days with respect to any meeting called to consider any of the following matters:

Additions to the Properties,

Dedication, sale or transfer of any part of the Common Properties,

Merger or consolidation, Mortgage of any part of the Common Properties,

Dissolution of the Association,

Levy of special assessment for capital improvements or change in maximum annual assessment..

The notice of the meeting shall specify the place, day and hour of the meeting and in the case of a special meeting, the purpose of the meeting.

4.4 QUORUM. Except as hereafter provided, the presence at any meeting in person or by proxy of members entitled to cast one-tenth of the votes of each class of membership shall constitute a quorum for any action. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereon shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as set forth above shall be present or be represented.

4.5 SPECIAL QUORUM REQUIREMENTS. The presence at any meeting in person or by proxy of those members entitled to cast 60% of the votes of each class of membership shall constitute a quorum for action on the following matters:

Additions to The Properties,

Merger and consolidation,

Mortgage of the Common Properties

Presence in person or by proxy of members entitled to cast not less than  $66\frac{2}{3}$  of the votes of each class of membership shall constitute a quorum for any meeting at which corporate action is taken on dedication, sale or transfer of any part of the Common Properties or dissolution of the Association.

If the required quorum for any of the matters set forth in this section other than dedication, sale or transfer of any part of the Common Properties or dissolution is not forthcoming at a meeting, another meeting may be called subject to the notice requirements set forth in this article, and the required quorum at such subsequent meeting shall be one-half of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

4.6 PROXIES. A member may vote in person or by proxy executed in writing and filed with the secretary. Every proxy shall be revocable and shall automatically terminate upon termination of membership.

## ARTICLE V

### BOARD OF DIRECTORS.

5.1 NUMBER. The affairs of this Association shall be managed by a board of five directors until the first annual meeting. After the first annual meeting the board of directors shall consist of seven members. Directors need not be members of the Association.

5.2 TERM. The directors named in the Articles of Incorporation shall serve until the first annual meeting. At the first annual meeting the Class A members shall elect one director for the term of one year, one director for a term of two years and one director for a term of three years. The Class B member at such meeting shall elect four directors for a term of three years. Thereafter the members entitled to vote for directors as provided in the Articles of Incorporation shall elect directors for a term of three years to fill the terms of office of directors whose terms expire at such annual meeting. Directors shall serve until their successors are elected and assume office.

5.3 VACANCIES. In the event of death, resignation, or removal of a director, his successor shall be selected by a majority vote of the remaining directors who have been elected by the class of members who elected the director who died, resigned or was removed. A director elected to fill a vacancy shall hold office during the remainder of the term of the director succeeded.

5.4 COMPENSATION. No director shall receive compensation for any service he may render to the Association as a director. However, any director may be reimbursed for his actual expense incurred in the performance of his duties as a director and may receive compensation for service to the Association in other capacities than as a director.

5.5 NOMINATION OF DIRECTORS. Nomination for election by Class A members to the board of directors shall be made by a nominating committee appointed by the president and consisting of a chairman who shall be a member of the board of directors elected by Class A members and two or more members of the Association. The nominating committee shall make as many nominations as it shall in its discretion determine but not less than the number of vacancies that are to be filled at such annual meeting. The report of the nominating committee shall be included in the notice of the annual meeting. Nominations may also be made from the floor at the annual meeting.

5.6 MANNER OF ELECTION. In any case where the number of nominations by Class A members for the board of directors exceeds the number of vacancies, election shall be by secret written ballot. At each election the members or their proxies may cast in respect to each vacancy as many votes as they are entitled to vote by the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted. The Class B member shall elect the directors it is entitled to elect by a written statement delivered to the Secretary of the Association.

5.7 INDEMNIFICATION OF DIRECTORS. Under the conditions stated in this section, the corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a director or officer of the corporation, against all damages, judgements, fines, amounts paid in settlement and expenses including, but not limited to, attorney fees, actually and reasonably incurred by such person in connection with the action, suit or proceeding. The conditions for such indemnification are:

1. Compliance by the indemnitee with the standard of good faith and reasonableness of such person's actions and conduct required by the provisions of ORS Chapter 61 applicable to the type of action, suit or proceeding, and

2. Compliance with the method of determination of eligibility for indemnification required by the provisions of ORS Chapter 61.

Indemnification may be made although the indemnitee is adjudged to be liable for negligence or misconduct in the performance of such person's duties if the court in which the action or suit was brought determines that in view of all of the circumstances of the case, the person is fairly and reasonably entitled to indemnity for the expenses which the court shall deem proper. (Adopted March 5th, 1984)

## ARTICLE VI.

### MEETINGS OF THE BOARD OF DIRECTORS.

6.1 REGULAR MEETING. Within ten days after each annual meeting of members, the directors elected at such meeting and those holding over shall hold an organization meeting for the purpose of electing officers as hereinafter provided and for transaction of such other business as may come before the meeting. If all directors are present at the time and place of such meeting, no prior notice of such meeting shall be required to be given to the directors.

The board of directors by resolution may establish the date, time and place for other regular meetings of the board.

6.2 SPECIAL MEETINGS. Special meetings may be called by the president and must be called by the president at the request of at least two directors. Such special meeting may be held at such time and place as the board of directors or the president shall determine and any business may be transacted at such meeting.

6.3 NOTICES. No notice need be given of regular meetings held pursuant to resolution of the board of directors as hereinabove specified. Notice of special meetings shall be given at least three days prior to the date of such meeting either personally, by mail, telephone or telegraph. Attendance at a meeting shall constitute a waiver of notice thereof.

6.4 QUORUM. A majority of the directors shall constitute a quorum but no action of the board of directors shall be valid unless it is approved by an affirmative vote of at least four directors.

6.5 ACTION WITHOUT A MEETING. Directors may take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the directors to such action. Any action taken shall have the same effect as though taken at a meeting of the directors.

## ARTICLE VII.

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

7.1 GENERAL POWERS. The board of directors shall have power to:

A. Adopt and publish rules and regulations governing the use of the Common Properties and facilities provided by the Association, and the personal conduct of members and their guests thereon, and to establish penalties for the infraction thereof;

B. Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these bylaws, the Articles of Incorporation or the Declaration;

C. Lease or otherwise acquire the use of any and all kinds of recreation and athletic facilities for the use and benefit of the members of the Association and to enter into management contracts for the management of such facilities.

D. Declare the office of a member of the board of directors to be vacant in the event such member shall be



absent without excuse from three consecutive regular meetings of the board of directors.

E. To employ a manager and other employees and officials, prescribe their duties and fix their compensation.

7.2 DUTIES OF THE BOARD OF DIRECTORS. It shall be the duty of the board of directors to:

A. Cause to be kept a complete record of all of its acts and the proceedings of its meetings and to cause to be presented at the annual meeting of the members a report reviewing the business and affairs of the Association for the year.

B. As more fully provided in the Declaration, to fix the amount of the annual assessment against each Building Site or Living Unit (as those terms are defined in the Declaration) and give the owner subject thereto written notice of such assessment at least 30 days prior to the due date thereof, and to cause to be prepared a roster of property subject to assessment with assessments applicable to each such property and to keep such roster in the Association office subject to inspection by any owner.

C. Procure and maintain adequate liability and hazard insurance on property owned, leased or otherwise used by the Association.

D. Cause all officers or employees having fiscal responsibilities to be bonded with sufficient surety for the faithful performance of their official duties, the premium on such bond to be paid by the Association.

E. Cause the Common Properties to be maintained.

#### ARTICLE VIII.

#### COMMITTEES.

8.1 ARCHITECTURAL COMMITTEE. The board of directors shall appoint an Architectural Committee of three or more persons who need not be members of the Association, which Committee may act for the board of directors to the extent set forth in the Declaration.

8.2 OTHER COMMITTEES. The board of directors shall appoint such other committees as it in its discretion deems necessary to assist in the operation of the affairs of the Association including without limitation, a Recreation Committee a Maintenance Committee, a Publicity Committee and an Audit Committee. Committee members need not be members of the board of directors.

#### ARTICLE IX.

#### OFFICERS

9.1 OFFICERS. The officers of this Association shall be a president and vice president who shall be members of the board of directors, and a secretary and a treasurer who may but need not be members of the board of directors. The board of directors may appoint an assistant secretary or an assistant treasurer by resolution entered on its minutes. The officers shall be elected at the organization meeting of the board of directors each year and the term of office shall be for a period of one year and until their successors are elected and assume office, unless such officer resigns or is removed.

9.2 REMOVAL, RESIGNATION AND VACANCIES. Any officer may be removed from office with or without cause by the board. A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

9.3 PRESIDENT. The president shall preside at all meetings of the members of the Association and of the board of directors. He shall sign for the Association such contracts and other documents as he may be authorized by the board of directors to sign and shall perform all acts and duties usually performed by a president or as prescribed by

the board of directors.

9.4 VICE PRESIDENT. In the absence or disability of the president the vice president shall preside and perform the duties of the president. He shall also perform such other duties as may be delegated to him by the board of directors.

9.5 SECRETARY. The secretary shall keep or cause to be kept a complete record of all meetings of the Association and of the board of directors; serve notice of the meetings of the board of directors and of the members; keep appropriate current records showing the members of the Association together with their addresses; perform such duties as he is required to perform in connection with assessments; and shall perform such other duties as may be required by the board. The assistant secretary may be authorized by the board of directors to perform the duties of the secretary.

9.6 TREASURER. The treasurer shall keep such records, make such reports and perform such other duties as may be required from time to time by the board of directors.

9.7 DELEGATION AND CHANGE OF DUTIES. In the event of absence or disability of any officer, the board of directors may delegate during such absence or disability the powers or duties of such officer to any other officer or any director.

## ARTICLE X.

### ASSESSMENTS.

10.1 BASIS AND DETERMINATION. The basis for annual assessments on Building Sites and Living Units is set forth and established in Declaration.

The board of directors shall determine the assessments for Living Units, structures composed of Leased Living Units (as defined in the Declaration) and condominium developments in accordance with the requirements and limitations prescribed in Article V. of the Declaration. The board of directors may fix an annual assessment in an amount less than the maximum set forth in the Declaration. The maximum annual assessment established in the Declaration may be changed as provided in the Declaration by vote of the membership. Special assessments for capital improvements may likewise be established by vote of the membership as set forth in the Declaration.

10.2 CERTIFICATES WITH RESPECT TO ASSESSMENT. The secretary shall cause to be furnished to any Owner liable for an assessment upon demand of such Owner a certificate in writing setting forth whether the assessments on the property of Owner have been paid. The secretary of the Association shall cause to be filed in the office of the County Clerk in which the property is located within 90 days after a delinquency with respect to an assessment a statement of the amount of the delinquent assessment together with interest, and upon payment in full thereof shall execute and file a proper release of such lien.

## ARTICLE XI.

### BOOKS, RECORDS, SEAL, AUDIT.

11.1 On March 19, 2009 a vote was passed to amend Article 11.1 of the Bylaws to read:

“Access to the records of the Association by its Members shall be governed by applicable sections of the Oregon Revised Statutes. The Board of Directors shall establish and publish policies consistent with law that assure Members access to information while protecting individual privacy.”

11.2 CORPORATE SEAL. The corporate seal of the Association shall be circular in form and shall have inscribed thereon the name of the Association, the state of incorporation and the year of incorporation.

11.3 AUDIT. An annual audit shall be made by a Certified Public Accountant previous to the date of each annual

meeting, at which meeting such report shall be presented. A special audit shall be made at any time upon order of the board of directors or upon a majority vote of the members at any regular or special meeting.

11.4 EXECUTION OF CORPORATE DOCUMENTS. When the execution of any instrument has been authorized by the board of directors without specifying the executing officer, such instrument may be executed by any two of the following officers: the president, vice president, secretary, treasurer and assistant secretary. The board of directors may, however, authorize anyone of such officers to sign any of such instruments for and on behalf of the Association and may designate officials or employees of the Association other than those named above who may sign such instrument.

## ARTICLE XII.

### AMENDMENTS.

These bylaws may be amended at a regular or special meeting of the members provided that such amendment shall have the assent of two-thirds of the votes of each class of members who are voting in person or by proxy at such meeting and that notice of the amendment had been included in notice of the meeting. Any matter stated in these bylaws to be or which is in fact governed by the Declaration may not be amended except as provided in such Declaration. In the case of any conflict between such Declaration and these bylaws, the provisions of the Declaration shall control.

## APPENDIX A

### LIST OF SUPPLEMENTAL DECLARATIONS OF COVENANTS AND RESTRICTIONS- PROPERTY TRANSACTIONS AND ASSESSMENTS

The Declaration of Restrictions of Mountain Park Corporation has been supplemented and amended as follows:

- I. Mountain Park Plat 5, recorded January 23, 1969, filing number 69-1278, in the records of Clackamas County, Oregon, and Mountain Park Plat 6, recorded February 28, 1969, in Book 665, page 863, Film Records of Multnomah County, Oregon, are subject to the aforementioned Declaration of Restrictions and Supplemental Declaration of Covenants and Restrictions of Mountain Park Corporation, dated January 20, 1969, and recorded April 10, 1969, in Book 671, page 1205, Film Records of Multnomah County, Oregon and recorded April 11, 1969, filing number 69-6089, Clackamas County, Oregon.
- II. Mountain Park Plat 7, recorded March 13, 1970, filing number 70-4754, in Clackamas County, Oregon, and Mountain Park Plat 8, recorded July 27, 1971, filing number 71-17731, in Clackamas County, Oregon, are subject to the aforementioned Declaration of Restrictions and to Supplemental Declaration of Covenants and Restrictions of Mountain Park Corporation, dated March 11, 1970, and recorded March 30, 1970, filing number 70-5812, Clackamas County, Oregon.
- III. Mountain Park, Blocks 10-31, which said Plat was recorded July 14, 1971, in Book 800, page 295, Film Records of Multnomah County, Oregon, is subject to the aforementioned Declaration of Restrictions and the Third Supplemental Declaration of Covenants and Restrictions of Mountain Park Corporation and Amendment of Plat, dated January 6, 1972, and recorded January 14, 1972, in Book 834, page 779, Film Records of Multnomah County, Oregon.
- IV. Mountain Park Plat 11, recorded November 24, 1971, filing number 71-33403, Clackamas County, Oregon, Mountain Park Plat 12, recorded January 14, 1972, filing number 72-1124, Clackamas County, Oregon, and Mountain Park Plat 13, recorded January 14, 1972, filing number 72-1125, Clackamas County, Oregon, are subject to the aforementioned Covenants and Restrictions, dated December 16, 1971, and recorded December 17, 1971, filing number 71-35494, and re-recorded January 17, 1972, filing number 72-1181, Clackamas County, Oregon.
- V. Mountain Park Plat 14, recorded December 31, 1974, filing number 74-35930, Clackamas County, Oregon, are subject to the aforementioned Declaration of Restrictions and the Fifth Supplemental Declaration of Covenants and Restrictions dated November 27, 1974, and recorded on December 31, 1974, filing number 74-35959, Clackamas County, Oregon.
- VI. Mountain Park, Blocks, 32-34, which said Plat was recorded December 30, 1974, in Book 1205, pages 57, 58, and 59, Film Records and Multnomah County, Oregon, is subject to the aforementioned Declaration of Restrictions and the Sixth Supplemental Declaration of Covenants and Restrictions dated November 27, 1974, and recorded on December 30, 1974, in Book 1022, page 179, Multnomah County, Oregon.

- VII. Seventh Supplemental Declarations of Covenants and Restrictions dated June 16, 1976, and recorded June 17, 1976, filing number 76-20034, Clackamas County, Oregon. Affects property to be developed under Phase V B-2 and 3 in accord with the general plan and approved by the City of Lake Oswego.
- VIII. Eighth Supplemental affects property of Phase V B-2 and 3 located in Multnomah County, Oregon. Mountain Park, Blocks 42-44, which said Plat was recorded on December 4, 1977, in Book 1208, pages 23 and 24, Film Records of Multnomah County, Oregon, is subject to the aforementioned Declaration and Restrictions dated June 16, 1976, and recorded June 18, 1976, in Book 1110, page 1160, Multnomah County, Oregon.
- IX. Mountain Park, Blocks 35-41, which said Plat was recorded on December 2, 1977, in book 1208, pages 19 through 22, Film Records of Multnomah County, Oregon, is subject to the aforementioned Declaration of Restrictions and the Ninth Supplemental Declaration of Covenants and Restrictions dated September 16, 1977, and recorded on October 4, 1977, in Book 1211, Page 2065 and re-recorded October 7, 1977, in Book 1212, Page 1917, Multnomah County, Oregon.
- X. Mountain Park, Blocks 45-57, Phase V-D, which said Plat was recorded November 14, 1978, in Book 1210, pages 20, 21, 22, Film Records of Multnomah County, Oregon, and Ratification of Declaration dated November 13, 1978, and recorded November 14, 1978, Book 1308, page 2487, Multnomah County, Oregon, are subject to the aforementioned Declaration of Restrictions and the Tenth Supplemental Declaration of Covenants and Restrictions dated October 26, 1978, and recorded on November 14, 1978, in Book 1308, page 2469, Multnomah County, Oregon.
- XI. Mountain Park Plat 9, recorded October 11, 1972, filing number 72-31067, Clackamas County, Oregon, and re-recorded Blocks 7 and 10, October 30, 1978, filing number 78-46626, Clackamas County, Oregon, is subject to the aforementioned Declaration of Restrictions and the Eleventh Supplemental Declaration of Covenants and Restrictions recorded November 16, 1978, filing number 78-49341, Clackamas County, Oregon.
- XII. Mountain Park, Blocks 63-78, which said Plat was recorded December 29, 1978, in Book 1210, Pages 53 and 54. Film Records of Multnomah County, Oregon, are subject to the aforementioned Declaration of Restrictions and the Twelfth Supplemental Declaration of Covenants and Restrictions, dated December 29, 1978, and recorded on January 2. 1979. Book 1320. Page 1789, Multnomah County, Oregon.
- XIII. Mountain Park Town Center Parcels II and III are subject to the aforementioned Declaration of Restrictions and the Thirteenth Supplemental Declaration of Covenants and Restrictions dated October 28. 1982, and recorded on October 29, 1982, in Book 1625, Page 2296. Multnomah County, Oregon, filing number 82-29986, Clackamas County, Oregon.
- XIV. Mountain Park, Blocks 58-62. Block 60, Lots 2-8, 11 and Block 61, Lots 1-4 are subject to the aforementioned Declaration of Restrictions and the Fourteenth Supplemental Declaration of Covenants and Restrictions, dated August 11. 1980, and recorded March 26, 1984, in Book 1735, Page 1488, Multnomah County, Oregon.

- XV. Mountain Park. Phase V-B 3, which said Plat was recorded July 21, 1981, filing number 81-25793 (which was a replat of Mountain Park No.15, a series of 66 lots) is subject to the aforementioned Declaration of Restrictions and the Fifteenth Supplemental Declaration of Covenants and Restrictions, dated July 22, 1981, and recorded on November 19. 1982, filing number 82-31918, Clackamas County, Oregon.
- XVI. Mountain Park. Lots 2-9, 48-50 in Mountain Park #15, are subject to the aforementioned Declaration of Restrictions and the Sixteenth Supplemental Declaration of Covenants and Restrictions, dated August 11, 1980, and recorded December 14, 1982, filing number 82-34117, Clackamas County, Oregon.
- XVII. Mountain Park. Block 57, Old fire station site owned by the City of Lake Oswego. Approved by the Mountain park Home Owners Association membership at the Annual Meeting, 1988, is subject to the aforementioned Declaration of Restrictions and the Seventeenth Supplemental Declaration of Covenants and Restrictions, dated July, 25, 1988, and recorded July 29. 1988, in Book 2124, Page 1382. Multnomah County, Oregon.
- XVIII. Mountain Park, Block 59 Lots 1-9, Lot owners agreed to divide each fourplex lot into two single family lots. Unnumbered supplement dated April 2, 1984 and recorded April 18, 1984, in Book 1741, Page 1838, Multnomah County, Oregon.
- XIX. Maximum Annual Assessment, Adopted March 13th, 2008 and Amended March 19th, 2009.

NOW, THEREFORE, the Association declares that the Declaration as previously amended and supplemented and further amended by this Amendment shall run with the Property, and shall be binding on all parties having or acquiring any right, title, or interest in such Property or any part thereof, and shall inure to the benefit of each owner thereof.

1. Maximum Annual Adjustment. By vote of the membership on or about March 13, 2008, the Declaration was amended to provide that the maximum annual assessment as set forth in Article V, Section 3 of the Declaration, as previously increased pursuant to its terms, will adjust automatically each year based upon the increase in the Consumer Price Index. All Urban Consumers, Portland-Salem, Oregon ("CPI"). The automatic adjustment increase uses 2007 as the CPI base year.

By vote of the membership on or about October 16, 2008, a special increase in the maximum annual assessment was approved. The special increase amount was \$13.25 per month for single family homes, \$10.60 per month for townhomes, and \$6.63 per month for condominiums and apartments. This increase resets the maximum annual assessments by the specified amounts to cover the costs of and loan payments for renovations being made to the Association clubhouse. The new increased maximum, which took effect November 1, 2008, will then become the base for annual increased tied to the CPI adjustments as set forth herein.

By vote of the membership on March 19, 2009, this provision was again amended to provide that the maximum annual adjustment shall not be greater than five percent (5%) in any one year, even if the CPI might provide for a greater percentage increase in the maximum annual adjustment.

The Board of Directors of the Association has authority to set the actual amount of any maximum annual adjustment and thereby the maximum annual assessment, at less that the allowable under the proposed CPI adjustment, without affecting the allowed maximum annual adjustment based upon the CPI for later years.

2. Prior Amendments. On numerous occasions prior to March 13, 2008, based upon a vote of the membership in accordance with the requirements for amendment, the maximum annual assessment had been periodically increased. Short excerpts from the minutes of Association meetings held on April 30, 1970; May 3, 1975; March 15, 1976; April 25, 1977; January 9, 1978; March 23, 1981; March 18, 1999; and March 20, 2003 are attached as Exhibit B and incorporated herein by reference.

For clarity and convenience, a summary of the Maximum Annual Assessments, based upon each such prior modification, is incorporated in Exhibit C attached hereto.

*[Remainder of Page Intentionally Left Blank]*



3. Full Force and Effect. Except as specifically modified herein, all other provisions of the Declaration remain in full force and effect.

The forgoing Amendment is certified as having been adopted in accordance with the Declaration of Restrictions of Mountain Park and ORS 94.590(3), to be effective as of the dates of adoption by the members.

MOUNTAIN PARK HOME OWNERS  
ASSOCIATION

By: J. T. Warren  
\_\_\_\_\_, President

By: Theodore M. Nelson  
\_\_\_\_\_, Secretary

STATE OF OREGON       )  
                                  ) ss.  
County of Clackamas    )

This instrument was acknowledged before me on this 24th day of  
August, 2009, by J. T. Warren as President of Mountain  
Park Home Owners Association.

Paula Lopez  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 03-04-2012

STATE OF OREGON       )  
                                  ) ss.  
County of Clackamas    )

This instrument was acknowledged before me on this 24th day of  
August, 2009, by Theodore Nelson as Secretary of Mountain  
Park Home Owners Association.

Paula Lopez  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 03-04-2012

## APPENDIX B

### MOUNTAIN PARK HOMEOWNERS ASSOCIATION

#### ASSESSMENT SUMMARY

##### July 1970: Initial Basic Annual Assessment

Single Family	\$ 180.00
Duplex	\$ 112.50
Townhouse/Condo	\$ 135.00
Apartments	\$ 90.00 (per unit)

##### May 1975: Basic Annual Assessment + TV Charge

Single Family	\$ 264.00
Duplex	\$ 196.50
Townhouse/Condo	\$ 219.00
Apartments	\$ 126.00 (per unit)

##### July 1976: Basic Annual Assessment + TV Charge

Single Family	\$ 324.00
Duplex	\$ 234.00
Townhouse/Condo	\$ 264.00
Apartments	\$ 144.00 (per unit)

##### July 1977: Basic Annual Assessment (TV charge absorbed into assessment)

Single Family	\$ 324.00
Duplex	\$ 264.00
Townhouse/Condo	\$ 264.00
Apartments	\$ 144.00 (per unit)

##### February 1978: Basic Annual Assessment

Single Family	\$ 324.00
Duplex	\$ 264.00
Townhouse/Condo	\$ 264.00
Apartments	\$ 162.00 (per unit)

##### April 1981: Basic Annual Assessment

Single Family	\$ 384.00
Duplex	\$ 312.00 (one living unit in height)
Townhouse/Condo	\$ 312.00 (one living unit in height)
Condominiums	\$ 192.00 (more than one living unit in height)
Apartments	\$ 192.00 (per unit)

##### March 1999: Basic Annual Assessment

Single Family	\$ 444.00
Duplex	\$ 360.00 (one living unit in height)
Townhouse/Condo	\$ 360.00 (one living unit in height)
Condominiums	\$ 222.00 (more than one living unit in height)
Apartments	\$ 222.00 (per unit)

#### July 2003: Basic Annual Assessment

Single Family	\$ 522.00
Duplex	\$ 422.40 (one living unit in height)
Townhouse/Condo	\$ 422.40 (one living unit in height)
Condominiums	\$ 261.00 (more than one living unit in height)
Apartments	\$ 261.00 (per unit)

#### January 2004: Basic Annual Assessment

Single Family	\$ 546.00
Duplex	\$ 441.60 (one living unit in height)
Townhouse/Condo	\$ 441.60 (one living unit in height)
Condominiums	\$ 273.00 (more than one living unit in height)
Apartments	\$ 273.00 (per unit)

#### January 2005: Basic Annual Assessment

Single Family	\$ 570.00
Duplex	\$ 460.80 (one living unit in height)
Townhouse/Condo	\$ 460.80 (one living unit in height)
Condominiums	\$ 285.00 (more than one living unit in height)
Apartments	\$ 285.00 (per unit)

#### January 2006: Basic Annual Assessment

Single Family	\$ 594.00
Duplex	\$ 480.00 (one living unit in height)
Townhouse/Condo	\$ 480.00 (one living unit in height)
Condominiums	\$ 297.00 (more than one living unit in height)
Apartments	\$ 297.00 (per unit)

#### January 2007: Basic Annual Assessment

Single Family	\$ 618.00
Duplex	\$ 499.20 (one living unit in height)
Townhouse/Condo	\$ 499.20 (one living unit in height)
Condominiums	\$ 309.00 (more than one living unit in height)
Apartments,	\$ 309.00 (per unit)

#### March 2008: Increase in Maximum Annual Assessment

On March 13, 2008, the Members passed an automatic increase in the Maximum Annual Assessment permitted in the Declaration, Article V Section 3. The automatic increase is based upon the Consumer Price Index, All Urban Consumers, Portland-Salem (CPI). The maximum annual assessment would automatically increase each year based on the CPI. The Board may, in its discretion, set the annual assessment lower than the maximum allowed (see Appendix A).

#### January 2009: Basic Annual Assessment

Single Family	\$828.97
Duplex	\$663.17 (one living unit in height)
Townhouse/Condo	\$663.17 (one living unit in height)
Condominiums	\$414.48 (more than one living unit in height)
Apartments	\$414.48 (per unit)

March 2009:

By vote of the membership on March 19, 2009, the Increase in Maximum Annual Assessment that was voted upon March 13, 2008, was again amended to provide that the maximum annual adjustment shall not be greater than five percent (5%) in any one year, even if the CPI might provide for a greater percentage increase in the maximum annual adjustment.

January 2011: Basic Annual Assessment

Single Family	\$842.12
Duplex	\$673.70 (one living unit in height)
Townhouse/Condo	\$673.70 (one living unit in height)
Condominiums	\$421.06 (more than one living unit in height)
Apartments	\$421.06 (per unit)

January 2012: Basic Annual Assessment

Single Family	\$863.60
Duplex	\$690.88 (one living unit in height)
Townhouse/Condo	\$690.88 (one living unit in height)
Condominiums	\$431.80 (more than one living unit in height)
Apartments	\$431.80 (per unit)

January 2013: Basic Annual Assessment

Single Family	\$885.40
Duplex	\$708.32 (one living unit in height)
Townhouse/Condo	\$708.32 (one living unit in height)
Condominiums	\$442.70 (more than one living unit in height)
Apartments	\$442.70 (per unit)

January 2014: Basic Annual Assessment

Single Family	\$904.60
Duplex	\$723.68 (per unit, one living unit in height)
Townhouse/Condo	\$723.68 (one living unit in height)
Condominiums	\$452.30 (more than one living unit in height)
Apartments	\$452.30 (per unit)

January 2015: Basic Annual Assessment

Single Family	\$927.80
Duplex	\$742.24 (per unit, one living unit in height)
Townhouse/Condo	\$742.24 (one living unit in height)
Condominiums	\$463.90 (more than one living unit in height)
Apartments	\$463.90 (per unit)

January 2016: Basic Annual Assessment

Single Family	\$940.00
Duplex	\$752.00 (per unit, one living unit in height)
Townhouse/Condo	\$752.00 (one living unit in height)
Condominiums	\$470.00 (more than one living unit in height)
Apartments	\$470.00 (per unit)
Fourplex	\$470.00 (per unit, one living unit in height)

January 2017: Basic Annual Assessment

Single Family	\$956.00
Duplex	\$764.80 (per unit, one living unit in height)
Townhouse/Condo	\$764.80(one living unit in height)
Condominiums	\$478.00 (more than one living unit in height)
Apartments	\$478.00 (per unit)
Fourplex	\$478.00 (per unit, one living unit in height)

## APPENDIX C

### CHANGES TO THE BYLAWS

#### MARCH 5th, 1984

**Section 5.7, Indemnification of directors, was adopted by the regular meeting of the members of the Association on March 5th, 1984.**

5.7 INDEMNIFICATION OF DIRECTORS. Under the conditions stated in this section, the corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a director or officer of the corporation, against all damages, judgements, fines, amounts paid in settlement and expenses including, but not limited to, attorney fees, actually and reasonably incurred by such person in connection with the action, suit or proceeding. The conditions for such indemnification are:

1. Compliance by the indemnitee with the standard of good faith and reasonableness of such person's actions and conduct required by the provisions of ORS Chapter 61 applicable to the type of action, suit or proceeding, and

2. Compliance with the method of determination of eligibility for indemnification required by the provisions of ORS Chapter 61.

Indemnification may be made although the indemnitee is adjudged to be liable for negligence or misconduct in the performance of such person's duties if the court in which the action or suit was brought determines that in view of all of the circumstances of the case, the person is fairly and reasonably entitled to indemnity for the expenses which the court shall deem proper.

#### MARCH 19th, 2009

**Article 11.1, of the Bylaws was amended by a vote at the Annual Meeting of the Members on March 19th, 2009.**

On March 19, 2009 a vote was passed to amend Article 11.1 of the Bylaws to read:

"Access to the records of the Association by its Members shall be governed by applicable sections of the Oregon Revised Statutes. The Board of Directors shall establish and publish policies consistent with law that assure Members access to information while protecting individual privacy."

The previous wording of Article 11.1 of the Bylaws read:

"The books, records and papers of the Association shall at all times during reasonable business hours be subject to inspection by any member at the office of the Association."



# **MOUNTAIN PARK HOME OWNERS ASSOCIATION**

## **Governance and Policy Manual**

**Prepared for:**

**Mt. Park Home Owners Association  
2 Mt. Jefferson Terrace  
Lake Oswego, OR**

**Prepared by:**

**Mt. Park Board of Directors**

**Revised May 13, 2019**



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## I. Introduction

It is essential that the business of the Mountain Park Homeowners Association (Association or MPHOA) be conducted in an orderly, professional, business-like fashion with particular attention to the exercise of associated fiduciary responsibilities. To facilitate this process, a set of standards for acceptable business practices and procedures has been established and is being promulgated to those who are responsible for carrying out the Association's business. It is important to understand that MPHOA is a mutual benefit corporation under Oregon law, governed by Declarations of Restrictions, Articles of Incorporation and Bylaws. Preeminent in this charter is the requirement to maintain and preserve all of the areas owned in common by the Members and to provide for the future welfare of the Corporation.

This manual includes and makes reference to a variety of documents and precedents from historical actions of the Board and Members as well as being based on State Law and the original CC&Rs adopted when MPHOA was formed. The body of this document is organized in Sections (I through XVI) that describe the governance of these activities. The body of the manual is intended to provide a full and coherent statement of MPHOA governance but without being too long and cumbersome to use. More detailed information about governance is contained in the Appendices, Section XVII. It is anticipated that changes in governance that might be made from time to time will mostly impact the material in the Appendices.

Throughout this manual there are references to specific formal resolutions, votes or other actions of the Board or Members. These are noted in the text with [e.g. B-001] and are listed in the Selected List of Key Precedents and Board Actions (Appendix E).

## II. Purpose

The purpose of this document is to delineate the standards for business practices and procedures to be followed by the Members, the Board of Directors (Board) and those acting on its behalf, primarily its Committees and the MPHOA management team (Management). It must be

understood by all parties acting on behalf of the Association that compliance with these standards for business practices and procedures is essential.

### **III. Served Communities**

#### **A. Members**

The Bylaws of Mountain Park Homeowners Association (Article III) describe the membership categories for owners and residents in Mountain Park. The individual residents of Mountain Park are either Members or Associate Members of the Association according to the following:

1. Members of Mountain Park Homeowners Association are all owners of a Living Unit in Mountain Park (Single Family, Multiplex, Duplex, Townhouse or Condominium). When voting on matters of the Association, Members have one vote for each Living Unit
2. The owners of undeveloped lots are also Members and have one vote per lot.
3. Associate Members are individuals who reside in Mountain Park as tenants of Members or a Leased Living Unit (apartment) within Mountain Park. Associate Members have no vote in matters of the Association.

#### **B. Residents**

Residents are all Members and Associate Members (as defined in III.A above) who reside in Mountain Park. Residents are all individuals living in a Single Family, Multiplex, Duplex, Townhouse or Condominium living unit as well as all tenants of Members or a Leased Living Unit (apartment) within Mountain Park.

Residents may enjoy all of the facilities and programs offered by MPHOA unless restricted by other program or governance policies.

#### **C. Guests**

Guests are non-resident individuals who participate in programs or access facilities of MPHOA when invited and accompanied by a Resident of MPHOA.

Guests are subject to the policies of MPHOA.

#### **D. Clients**

Clients are individuals who access facilities or participate in programs offered to the general public. Some examples of clients are students of the Pre-School and KidZone programs, patron members, attendees at functions housed in the Clubhouse facilities when rented, participants in concerts and other programs offered to the public.

### **IV. Process for Setting, Amending and Enforcing Policy (Relationship to Restrictions, Articles of Incorporation and Bylaws)**

The primary governance documents for the Mountain Park Homeowners Association are the Declarations of Restrictions, Articles of Incorporation and Bylaws of Mountain Park Homeowners Association (usually called the CC&Rs). These documents were put in place in 1968 and have been amended from time to time since then. The CC&Rs (as formally amended) are available on the Association's website and in the Clubhouse offices.

The CC&Rs present a framework for governance and include a description of some specific requirements, policies and guidelines. However, many issues are not described in detail in the CC&Rs. In Article VII of the Bylaws the Board of Directors is given the authority and responsibility to extend the general policies and restrictions contained in the CC&Rs and to "adopt and publish rules and regulations governing the use of the Common Properties and facilities

provided by the Association, and the personal conduct of members and their guests thereon, and to establish penalties for the infraction thereof.” The Board of Directors is also empowered to “Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation or the Declaration”. The powers, duties and authority reserved to the membership are described in the Bylaws (Articles III and IV).

The Board of Directors has established policies and rules through a process of formal action on resolutions presented and voted on during meetings of the Board. In many cases, standing and ad-hoc Committees of the Board have developed reports and recommendations that include policies and rules. These recommendations have become policy and rule only after being voted on and approved by the Board of Directors. This Governance and Policy Manual, in the following sections and the Appendices, contains a collection of these actions, policies and rules.

The collection of policies and rules contained in this Manual are intended to be current and complete. Many of the actions and resolutions of the Board of Directors over the years are not included in this document because they are outdated or have been superseded by subsequent actions of the Board of Directors or Members. When, in future, actions of the Board of Directors create new policies or rules, this Manual will be updated accordingly. However, in all cases, the policies and rules of the Board of Directors are always subordinate to, and are intended to be consistent with, the CC&Rs of the Association. Policies that have been adopted by the Board of Directors are presented within specific sections of this document.

The Board policies that have been summarized in this document are listed in Appendix E.

## **V. Ethical Behavior**

### **A. Code of Conduct (B-001; B-002; B-008)**

The Board will at all times act in accordance with the MPHOA Code of Civility (Appendix D).

### **B. Conflicts of Interest**

Members of the Board will strictly avoid any conflict of interest, either real or perceived. Members of the Board must not only excuse themselves in any matter involving the potential award of a contract to a relative or friend, or in any instance where they may have a financial interest, but they must further publicly disclose that relationship to the other members of the Board in a regularly scheduled open meeting, an emergency meeting, or during an executive session, whichever is most expedient and appropriate and which best serves the spirit of this policy.

### **C. Gifts, Gratuities, Compensation**

In keeping with the spirit of openness that the Board seeks to promote, Board members must disclose to the Board acceptance of any gift or gratuity from any contractor or potential contractor regardless of its value or purpose. This requirement to disclose includes lunches, dinners, flowers, golf outings, *etc.* Gifts should be declined when possible.

### **D. Social Activities**

No Association monies may customarily be spent for purely social activities that directly benefit the Board and its members. This prohibition does not, however, apply to the occasional (read “infrequent” or “rare”) need for a “working lunch.”

### **E. Charitable Contributions (F-009)**

MPHOA and its staff are sometimes solicited by individuals or organizations to contribute to various charitable causes. The Articles of Incorporation of Mountain Park Home Owners Association require of its Board of Directors to provide, inter alia, for the maintenance, preservation and operation of the Common Properties, to the exclusive benefit of the Members of Mountain Park community.

Neither the Articles of Incorporation nor the Bylaws provide for any other designation for the properties and funds of the Association. Even if the entity soliciting a charitable contribution were a Member of the Association, the purpose of the contribution cannot be for the advantage of all or most of the Members of the Association. Consequently, use of Association funds for purposes that would not benefit all, or the greatest majority of Members would be in contradiction with the scope and duties of the Association.

All Members, whose beliefs and preferences would be challenged by such contributions, were they made, may not support causes of a charitable nature, in principle. The Board may therefore not contribute in any way or form any donations or liberalities of assets or funds of the Association to any charitable causes or entities.

## **VI. Board Responsibilities and Duties**

In this section the rights, roles and responsibilities of the Board of Directors and its officers are presented. Subsequent sections describe the roles and responsibilities of other individuals and groups involved in MPHOA governance, i.e. the Executive Director and committees. From time to time the Board of Directors will adopt Strategic Plans or Master Plans that present a comprehensive statement of the vision, goals and objectives for the future of MPHOA. Copies of these plans are presented in Appendix A.

### **A. Board Member**

#### Duties and Authority as per bylaws:

Each Director is a fiduciary of the Mountain Park Homeowners Association and must act in the best interests of the Association and its members, with honest and reasonable care. The Director has the responsibility to govern the Association in a financially prudent manner and oversee the operation of the Association within generally accepted moral and ethical standards such as one would handle its own affairs. The Director must uphold the bylaws and the Articles of Incorporation of the Mountain Park Homeowners Association.

#### Functions

1. Sets the direction, upholds existing policy, establishes new policy consistent with the CC&Rs of the Association and empowers staff with implementation.
2. Monitors Committees and establishes parameters within which they exercise discretion and acts as liaison with Committees as assigned by the President.
3. Affirms and upholds the Association's mission and value statements.
4. Establishes and monitors short and long-term financial goals.
5. Reviews, approves and monitors the annual budget.
6. Reviews, approves and executes the strategic plan.
7. Hires, supports, monitors, reviews and establishes duties and compensation for the Executive Director and, if necessary, terminates the Executive Director.
8. Treats all Association Members, fellow board members and Association staff with respect.
9. Has the responsibility to promote teamwork, cooperation, transparency and synergy within the Board and MPHOA.



## **B. President**

Duties and Authority as per bylaws:

The President is a member of the Board of Directors and shall preside at the annual meeting of the members of the Association and of all meetings of the Board of Directors. The President shall recommend to the Board of Directors the establishment or dissolution of ad hoc Committees. As prescribed by the Board of Directors, the President shall sign for the Association all contracts and other documents as required and shall perform all acts and duties usually performed by a president. The President will ensure that a strategic framework for operations of the Association is established and maintained through timely strategic plans.

### Functions

1. The President formally appoints all Committee chairpersons and Committee members. The formal appointment follows recommendation for these Committee participants from the Committee Chair, Director Liaison and/or the Executive Director. All Committee Chairpersons and members must receive a supporting vote from the Board prior to appointment.
2. Facilitates an environment within the Board of Directors that promotes open and constructive communication.
3. Sets the meeting date to elect officers according to the Articles of Incorporation.
4. Reports on the Association's activities during the preceding year.
5. Assures that any vacancy occurring on the Board is filled by the affirmative vote of a majority of the remaining Directors.
6. Provides, along with the Executive Director, orientation to newly elected Directors.
7. Provides direction, oversight and ongoing guidance to the Executive Director.
8. Acts as the official voice of the Board of Directors and the Mountain Park Homeowners Association.
9. Serves as ex-officio member of all Committees unless three other Directors are on the Committee.
10. Corresponds with Association members in writing as necessary.
11. Attends Association events such as Volunteer Brunch and Employee Service Awards.

## **C. Vice President**

Duties and Authority as per bylaws:

The Vice President is a member of the Board of Directors and, in the absence or disability of the President, shall preside and perform the duties of the President. The Vice President shall also perform such other duties as may be delegated by the President or Board of Directors.

### Functions

1. Monitors Board activities, ongoing projects and critical issues arising throughout the year.
2. Keeps or causes to be kept a complete record of all meetings of the Association and of the Board of Directors.
3. Maintains the Association's policy manual, ensuring all Board motions, policies and Committee charters are up-to-date.

## **D. Secretary/Treasurer**

Duties and Authority as per bylaws:

The Secretary/Treasurer is a member of the Board of Directors and shall keep such records, make such reports and perform such other duties as may be required from time-to-time by the Board of Directors.

#### Functions

1. Works with designated staff members to supervise the Association's finances.
2. Maintains an in-depth understanding of the Association's financial statements and budgets and maintains current knowledge of financial results as the year progresses.
3. Maintains in-depth understanding of Association's fund accounts.
4. Monitors staff approach to significant budget variances.
5. Ensures Board action complies with Financial Policy.
6. Establishes and chairs Finance Committee.
7. Has a constructive working relationship with audit firm personnel. May hold executive sessions with auditors as appropriate.
8. Reviews audited Association financial statements.
9. Prepares Annual Treasurer's Report for the Association.
10. Presents Treasurer's Report at Annual Meeting.
11. Signs official documents on behalf of the Board.

### **VII. Exercising Board Authority**

#### **A. Statement of Responsibilities.**

In general, the responsibilities of the Board of Directors are according to CC&Rs article VII 7.2 a-e to maintain and otherwise manage all of the common area and all facilities, improvements and landscaping thereon, including interior and exterior maintenance of all common area buildings; contract for goods and/or services for the common area or for the Association; employ a managing agent or such other employees as it deems necessary; prepare budgets, financial statements, other reports or audits; obtain and maintain in force policies of insurance; levy assessments on the owners and enforce payment of such assessments; keep a record of all its acts and the corporate affairs of the Association; delegate its powers to Committees, officers or employees of the Association; exercise for the Association all powers, duties and authority vested in, or delegated to, the Association which is not reserved for the members; and cause such other duties of the Association as are set forth in the By-Laws or the Declaration to be performed. This is not a complete list of responsibilities that may arise.

#### **B. Setting Policy**

To facilitate the fulfillment of the Board's responsibilities the Board establishes policies and procedures. Policies and procedures may be new or revisions of established policies and procedures.

#### **C. Exceptions to Policy (B-003)**

Article VII of the Bylaws sets the powers and duties of the Board of Directors, which include the adoption and publishing of rules and regulations governing the use of the Common Properties and facilities provided by the Association, and the personal conduct of members and their guests. In reliance upon this authority, the Board has adopted certain policies from time to time. The Board recognizes that policies are intended to cover most situations for which they are adopted, but the established policies may not fit certain situations. Situations or circumstances may arise under which the Board believes that diversion from or amendment of those policies may be necessary for expediency or the general benefit of the Association.

The Board may, in the exercise of its judgment, take exception from the terms of its established and published policies, when it finds that such action is in the best interests of the Association, for expediency, or to protect the members of the Association, its property or the public. If the Board takes such action to existing policy as an exception, it must be on a case-by-case basis. All exceptions should be documented by written findings justifying the exception.

#### **D. Delegating**

From time to time the Board may delegate to an individual, group, or entity the authority to act on its behalf to address a particular issue; however, in no instance may the Board delegate responsibility. The Board is the body that bears the ultimate responsibility for anything and everything falling under its purview as delineated in the By-Laws, Declaration and the Articles of Incorporation.

#### **E. Communication (B-001)**

All print communications (letters, articles, mailings and internet) between Board members and the public pertaining to the Association business must be approved by the Board prior to publication. This requirement also applies to public presentations by Board members. The Board may either (1) review and approve an article or (2) assign someone the task of preparing an article and submitting an article without further review. Board members are not to publish their personal opinions on Association matters without Board consent. (3) The Board President is allowed to make a statement on behalf of the MPHOA without prior approval from the Board (B-002).

This requirement is not intended to prevent Board members from responding to questions from members of the Association or dialoguing with members, so long as directors adhere to the principle that they will support decisions of the Board.

This requirement is not intended to prevent directors from going public with conduct they view as unethical or otherwise improper. Board members have an obligation to report unethical conducts. In such a case, however, the director opposing the board must state clearly that his opposition to board conduct or policy is on ethical grounds. Furthermore, he/she must indicate what about the board conduct or policy is unethical or improper.

#### **F. Relationship to Executive Director (B-004)**

The nature of the Board's responsibilities and the daily management requirements make it necessary for the Board to depend heavily upon the Executive Director to perform the everyday managerial functions of the Association. All Board Members must be sensitive to the appropriate roles of the Board and the Executive Director. As defined above, the Board has clear but limited responsibilities that are focused on strategy and policy – not operation of Mountain Park Homeowners Association. The Executive Director is responsible for the day-to-day operation, all staff hiring and performance, and successful implementation of policies and strategy.

It is especially important for the Board to avoid micromanagement of the Association operations. The Board members should not:

- Be involved with the selection of vendors;
- Participate in staff hiring and defining job descriptions (besides the Executive Director's);
- Approve individual staff salaries;

- Contact staff members directly for information - without explicitly being invited by the Executive Director;
- Create committees that duplicate staff work;
- Send a Board representative to staff meetings;

#### **G. Relationship to Retained Counsel**

The Association is subject to many laws that govern its structure, business practices, relationship to employees and other issues. Board members, both individually and collectively, must have a keen appreciation of the importance of the law in carrying out its responsibilities. Accordingly, it is essential that members of the Board become familiar with the basic tenets of the law as it applies to common interest developments such as MPHOA and other important legal canons such as the client-lawyer privilege. The Board should look to legal counsel for guidance on these and other legal issues. If there is any doubt as to the legal implications of any issue, counsel should be consulted. Board members should come to think of counsel as an adjunct member of the Board, whose role is to see that the interests of the Board and the Association are protected.

The Board of Directors retains all legal counsel to MPHOA. The Executive Director may identify a need for legal counsel and may make recommendations for an appointment, but the final decision and responsibility rests with the Board.

#### **H. Legal Advice Procedures (B-009)**

Any consultation with an attorney or written opinion obtained from an attorney is considered legal advice and must follow the procedures outlined below.

1. Requests to obtain legal advice must be approved by the Board ahead of time unless it is an emergency.
2. Prior to obtaining the legal advice a document must be prepared following the template "Request for Legal Advice" which appears in Appendix D. The Board member(s) most familiar with the issue, facts, and context should participate in formulating the request and in any attorney meetings regarding the issue.
3. Requests for legal advice should occur in person or via conference call. Email should not be used except for the simplest type of questions.
4. Each discussion with legal counsel must be documented and must include the attorney advice discussed at the meeting. If a Board member, rather than the attorney, documents the consultation, the document should then be reviewed and confirmed by the attorney to ensure correct understanding.
5. Requests for legal advice must be done by the Board (minimum of two Board members present) or the Executive Director. Committees can request attorney opinions through the Board, but Board members are the actual liaisons with the attorney.
6. All legal advice must be indexed, saved digitally and easily accessible in MPHOA official files.
7. The Executive Director has responsibility for archiving and making the legal advice documents available for review as needed.
8. The Board Liaison to each committee is responsible for providing the Board's decisions which implement the legal advice to the affected committee in order that the committee record and follow this precedent in future decisions.

## **VIII. Board Meetings**

### **A. Conducting Meetings**

With the exception of executive sessions to consider litigation, formation of contracts, member discipline and personnel matters, Board meetings are to be open to all Members. Matters discussed in executive session should be generally noted in the Board minutes.

### **B. Definition of a Meeting**

A meeting of the Board includes any congregation of a majority of the members of the Board at the same time and place to hear, to discuss or to deliberate upon any item of business scheduled to be heard by the Board, except those matters previously addressed which may be discussed in executive session. A Board meeting will include all gatherings of Board members, including workshops and informal meetings; such meetings will be considered formal board meetings, and Members are entitled to attend, except for executive sessions. Two types of meetings are:

1. Regular meeting
  - Date set in advance by resolution of board
  - 3 days of notice required
  - MPOHA office will publish an annual calendar of the scheduled regular meetings
  - Any business may be transacted
2. Special meeting
  - May be called by President
  - Must be called at request of two directors
  - 3 days of notice required
  - Any business may be transacted

### **C. Emergency Meeting**

Emergency meetings of the Board may be called by the President or by any two members of the Board other than the President. An emergency meeting is justified only when circumstances could not have been reasonably foreseen and require immediate attention and possible Board action. It is not necessary to provide notice to Members for an emergency meeting. Unless the meeting qualifies as an executive session, the Board may meet in emergency session only if it can be documented that the subject of the meeting and circumstances leading to its necessity could not have been reasonably foreseen and required immediate attention. Documentation of the reasons for the emergency meeting is required to be in the minutes of the meeting. For emergency meetings:

- No notice required / Nature of emergency must be stated in minutes (94.640.8.b)
- Only meeting that may be telephonic (94.640.8.c)
- May be called by President
- Must be called at request of two directors
- May only deal directly with the emergency

### **D. Action without meeting**

Any action may be taken with written approval of ALL directors (CC&Rs & ORS 65). Unanimous electronic record of a vote is acceptable.

### **E. Quorum requirement**

All meetings require the attendance of four Directors. To approve any formal action the affirmative votes of four Directors is required.

Notice may be given by posting the notice on the Association website, by mail or by newsletter or similar means of communication.

## **F. Parliamentary Procedures**

Meetings of MPHOA, its Board of Directors and Committees will, in general, be conducted consistent with the standards and rules of Robert's Rules of Order and the Parliamentary Procedure for Home Owners Associations. (See Appendix B)

## **IX. Board of Directors Processes**

### **A. Election of Directors and Officers**

At the first meeting of the Board of Directors following an Annual Meeting, officers of the Board will be elected. Consistent with Robert's Rules of Order, the election of officers will be done as follows. The presiding officer (prior President if still a member of the Board or the longest-serving Board member) begins the election process by asking for nominations for the presidency.

1. any Board member can bring forth a nomination. A person can nominate himself or herself and the president may nominate.
2. a nomination does not need a second.
3. a member can decline the nomination during the nominating process.
4. the president continues presiding, even if he or she is one of the nominees for the office.
5. the president closes nominations when no further nominations come forward and declares the nominees for the presidency.
6. the president then asks the Directors how they vote for each nominated candidate by the raising of hands, with the president voting as well.
7. the candidate with the most votes becomes the president. A majority is not needed. In case of a tie, the vote is done again with the candidate with the least votes being eliminated.
8. after the president is selected, he or she takes over the meeting and proceeds with the selection of the vice-president and secretary-treasurer.
9. a member can be nominated for more than one office but can only be selected for one office.

### **B. Monitoring**

In order to be fully informed it is essential that the Board of Directors routinely monitor the business of the Association. Appropriate monitoring includes distribution by the Executive Director of monthly financials, key performance indicators, etc.

### **C. Relationship to Committees**

Committees as outlined in this Policy Manual serve a vital function in the decision process and actions of the Board. Committees are expected to act independently in the routine performance of their responsibilities after receiving policy and philosophical guidance from the Board. Committees are also expected to report to the Board routinely regarding actions taken and to obtain appropriate approvals when the circumstances dictate.



The Board may delegate to Committees the authority to make decisions on behalf of the Board as described in the policies contained in Appendix D. All Committee decisions are subject to approval by the Board, if required, and all decisions of Committees may be appealed to the Board.

#### **D. Relationship to Homeowners**

The Board members must always keep in mind that they serve at the pleasure of the Association's Members and it is the Association's Members who should be the central focus of all decisions made by the Board. The Board must continually remind itself of its fiduciary relationship to the homeowners in this regard. A most important responsibility is keeping the Association's Members informed. To that end, a number of different methods will be employed (*i.e.*, Board Meetings, Minutes of Board Meetings, Annual Meetings, Open Forums, Newsletters, special mailings, *etc.*) to ensure that Association Members are fully and forthrightly appraised of all matters related to the allocation and expenditure of the Association's funds.

#### **E. Project Management Policy (B-005)**

All projects must be managed and implemented according to sound business practices. Guidelines have been established for the types of projects that need to be structured and reviewed following established procedures.

Refer to Appendix D for the Project Management Procedures document.

### **X. Meetings of Members (M-006)**

#### **Overview of Meetings of the Members of the Association**

The Bylaws of Mountain Park Homeowners Association (Article IV) describe the requirements and structure for meetings of the Members of the Association. The following sections describe the policies and practices that have developed consistent with the Bylaws.

#### **A. Annual Meeting**

The annual meeting of the Members shall be held at such date and time in the month of March of each year as may be prescribed by the Board of Directors. Consistent with the Bylaw requirement, the Annual Meeting must be held in Clackamas or Multnomah Counties.

#### **B. Special Meetings**

Special meetings of the Members may be called at any time by the Board of Directors. Upon written request from one-quarter of the votes of the Association Members, the Board of Directors must call a Special Meeting.

#### **C. Meeting Notice**

Notice of all meetings of Members shall be mailed to all Members not less than seven days nor more than 50 days prior to the date of such meeting. The notice of the meeting shall specify the place, day and hour of the meeting and provide an agenda or statement of purpose for the meeting.

When matters listed below are to be considered, the notification period is changed to be not less than 30 days nor more than 50 days with respect to any meeting.

- Additions to the Properties,
- Dedication, sale or transfer of any part of the Common Properties,

- Merger or consolidation;
- Mortgage of any part of the Common Properties,
- Dissolution of the Association,
- Levy of special assessment for capital improvements or change in maximum annual assessment.

#### **D. Quorum**

A quorum will require the presence at any meeting of Members entitled to cast one-tenth of the votes. For the purpose of defining a quorum, presence can be in person or by proxy.

#### **E. Special Quorum Requirements for Certain Issues**

For a Meeting to consider the issues listed in paragraph X.C above called “Meeting Notice”, a quorum will be 60% of those Members entitled vote.

#### **F. Proxies**

A Member may vote in person or by proxy executed in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically terminate upon termination of Membership.

### **XI. Committees**

Committees as outlined in this Policy Manual serve a vital function in the decision process and actions of the Board. Committees are expected to act independently in the routine performance of their responsibilities after receiving policy and philosophical guidance from the Board. Committees are also expected to report to the Board routinely regarding actions taken and to obtain appropriate approvals when the circumstances dictate. The Committee Charters (Appendix C) describe the specific responsibilities of each committee. These Charters may be revised from time to time and all revisions must be adopted by the Board. Normal practice will be to review and update each Charter annually.

The Board may delegate to Committees the authority to make decisions on behalf of the Board as described in the Committee charters contained in Appendix C. All Committee decisions are subject to approval by the Board, if required, and all decisions of Committees may be appealed to the Board.

#### **A. Role and Responsibilities of Committees and Members (B-006)**

Roles and Responsibilities of Committees and members are described in the document Committee Responsibilities and Duties in Appendix D.

#### **B. Removal of Committee Members**

The Board may require the resignation of a Committee chairperson or member following a majority vote by the Board members.

#### **C. Standing Committees Charters (B-007)**

See Appendix C for the Committee Charter outline to be used.

1. Architectural Review Committee
2. Clubhouse Committee
3. Common Property Committee
4. Home Maintenance Committee

5. Finance Committee
6. Reserve Committee
7. Select (Ad Hoc) Committees

#### **D. Committee Policy Documents**

See Appendix D

### **XII. Executive Director**

The Executive Director functions as the general manager of all aspects of the Mountain Park Homeowners Association and acts as the liaison between its Board of Directors, members, guests, employees, community, government and industry. The Executive Director coordinates and administers the Association's policies as defined by its Board of Directors, develops operating policies and procedures and directs the work of all department managers. A priority is oversight of financial management that develops, implements, and monitors the budget and programs to protect the MPHOA assets, including facilities and equipment. Essential Duties and Responsibilities include the following. Additional duties may be assigned:

#### Operations

1. Plans, develops and approves specific operational policies, programs, procedures and methods to ensure compliance with the CCRs and policies established by the Board of Directors.
2. Ensures that MPHOA is operated in accordance with all applicable local, state and federal laws.
3. Develops and monitors the quality of the programs, services and events offered to members and their guest and ensure member satisfaction.
4. Resolves member conflict and member service matters.
5. Manages the care, cleanliness and maintenance of all of MPHOA's physical assets, facilities and grounds.
6. Works with subordinate department heads to schedule, supervise and direct the work of all employees.
7. Gives direction to and work closely with vendors, outside contractors, firms and individuals providing services to the club.
8. Manages the Manager on Duty program and participates as needed.

#### Human Resources

1. Develops and disseminates MPHOA's management philosophy to guide all employees toward optimal operating results, employee morale and member satisfaction.
2. Recruits, hires and terminates employees.
3. Provides and support employee development, coaching and training.
4. Develops and enforces HR policy.
5. Provides employee performance evaluations and improvement systems.
6. Manages employee relations.
7. Administers employee benefits.

#### Policies and Procedures

1. Implements the association's statutory as well as general policies and procedures established by the Board of Directors.
2. Ensures the policies and procedures evolve with the Association, updating them as necessary.

3. Interprets the policies and procedures to cover any areas of uncertainty that might present during the association's operations.

#### Planning Administration

1. Provides leadership and vision to the organization by assisting the Board and staff with the development of strategic direction through long range and annual plans, and with the evaluation and reporting of progress on plans.
2. Manages preparation of an annual report summarizing progress on short- and long-range plans.
3. Attends and participates in board meetings, present monthly financial reports, and assist in administrative tasks.
4. Serves as the recording Secretary of the Board.
5. Serves on all MPHOA Committees as needed.
6. Serves as liaison between all staff and the board.
7. Ensure accurate documentation and record keeping of MPHOA data;
8. Researches and writes discussion papers, analysis documents and proposals as needed to assist the organization in determining and meeting its long- and short-term goals.
9. Performs other duties as directed by the Board of Directors.

#### Financial Management

1. Manages preparation of annual operations and reserves budget, monthly financial statements and the annual audit.
2. Provides vision and leadership in long-range fiscal planning to ensure the continuity and solvency of the Association.
3. Provides recommendations regarding effective utilization of long- and short-term debt, including refinancing and purchasing/sales.
4. Updates and maintains Reserve Study annually.
5. Manages collection of assessments from residents, including lien and legal notices.
6. Analyzes financial statements, manage cash flow and establish controls to safeguard funds. Reviews income and costs relative to goals; takes corrective action as necessary.
7. Performs competitive analyses on MPHOAs, fitness clubs and other businesses through personal observations and historical reports.
8. Arranges for and obtains bids and oversees activities of contract service representatives. Negotiates and recommends Board approval for contracts.
9. Maintains point-of-contact with MPHOA legal, insurance and banking services.

### **XIII. Finance**

#### **A. Assessments (F-001)**

Each year the Board adopts an annual budget to cover expenses and capital expenditures of the Association. The budget serves as the basis for determining the Annual Assessment for each Member of the association. Each fall, the Board will set the base assessment for the following year at a level not to exceed the Maximum Annual Assessment for that year. The annual assessment for each detached single-family dwelling will be equal to the base assessment. The annual assessment for each living unit will be determined by multiplying the assessment ratio for that unit by the base assessment.

##### 1. Definitions

*Maximum annual assessment* means the limit, set by the members of the Association that the base assessment may not exceed.

*CPI* means the non-seasonally adjusted Consumer Price Index for the Portland – Salem area as published by the U.S. Bureau of Labor Statistics.

*Base assessment* means the assessment set by the Board each year for single family detached dwellings.

*Assessment ratio* is the percentage of the base assessment that each living unit must pay.

2. Maximum Annual Assessment

The Annual Assessment may be set at or below the maximum annual assessment. Without a vote of the membership, the Board can adjust the maximum annual assessment up to an amount equal to the cost of the cumulative living increase over a baseline year as determined by the Consumer Price Index for All Urban Consumers (CPI-U) not to exceed five percent (5%) per annum. The following is the procedure on how to set the maximum annual assessment from year to year.

Pursuant to a vote of the members at the March 2008 annual meeting, the Maximum Annual Assessment (MAA) automatically increases each year based on the CPI. The MAA for the following year will be determined each fall using the mid-year CPI's, referred to as HALF1 in CPI tables, for the current year and the preceding year. Except for the situations specified in sections 1 & 2 below, the MAA for the following year will be determined by the following formula:

$$\text{Future MAA} = \text{Current MAA} \times \frac{\text{CPI, HALF1 for current year}}{\text{CPI, HALF1 for preceding year}}$$

(1) If deflation occurs, that is the CPI for the current year is less than the CPI for the previous year, then the MAA for the following year will be left at the current level.

(2) If the increase in CPI exceeds 5%, that is

$$\frac{\text{CPI, HALF1 for current year}}{\text{CPI, HALF1 for preceding year}} > 1.05,$$

then the MAA for the following year will be determined by the following formula:

$$\text{Future MAA} = \text{Current MAA} \times 1.05$$

3. Assessment Ratios

The assessment ratio for each living unit shall be set by the Board according to the criteria specified in Article V, Section 3 of the Declaration. Once set, the assessment ratio for each unit carries forward from year to year until changed by the Board. The assessment ratios for different living units are:

- Single Family Unit 1.0
- Duplex Unit 0.8
- Townhouses/Condominiums \* 0.8
- Condominium (> one living unit high) 0.5
- Apartments 0.5

\*Note that townhouses without amenities are not entitled to reduction in their assessment below that of detached dwellings

4. Billing (F-002) (F-003)

MPHOA operates with a semiannual billing cycle with due dates of January 1 and July 1

of each year. Statements are sent to Members at least 30 days prior to the due date. MPHOA offers monthly billing to Members who are enrolled in the direct debit (ACH) plan. No additional fees are charged for the monthly payment plan.

When a payment is judged to be late, MPHOA is authorized to assess an additional \$50 collection fee and to charge interest on late payments of 7% per annum.

5. Collection of Unpaid MPHOA Assessments (F-004, F-008)

In the event that there is a serious delinquency in payments, the Association is authorized to place a lien on the property and to place the account with an attorney for collection. MPHOA has a formal agreement in place with our attorney to implement this policy.

Consistent with Article IV Section 3 sub C, MPHOA is authorized to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid and for any period, not to exceed thirty days, for any infraction of its published rules and regulations (see Appendix D).

**B. Bad Debt**

Delinquent assessments receivable should be analyzed from time to time to determine collectability. Uncollectable debt should be classified as bad debt when the attorney in charge of collections informs the Association that the case is closed and collections efforts have ceased. The Finance Committee will review the status of bad debt at least once a year and, when appropriate, recommend to the Board that certain bad debt should be written off as uncollectable. The annual operating budget should include a bad debt allowance.

**C. Budget**

Annually the Association prepares and adopts an operating budget and a reserves budget for the ensuing fiscal year. The budget is proposed by the Executive Director based on review with the Board and staff of the strategic plan, Key Performance Indicators and the overall financial status of MPHOA.

The Executive Director will meet with and present a draft budget to the Finance Committee at least 60 days prior to the beginning of a new budget cycle. Following review, the Finance Committee will present a draft budget to the Board at least 30 days prior to the beginning of a new budget cycle. The Board will adopt a budget prior to the beginning of a new budget cycle.

**D. Financial Reporting to the Board**

Financial reports are prepared on the accrual method; the reports show the revenue of the period earned and expenses in the period incurred. On a monthly basis the Board is given the following financial reports:

- Balance Sheet
- Statement of revenues and expenses that reflects the budget to actual comparison.
- Cash Flow statement
- Reserve Report

In addition, the Board may request a Key Performance Indicators report that includes data from the period about usage of the services and programs.

**E. Annual Financial Reporting/Audit**



The Association is subject to annual financial reporting requirements. An independent CPA is required to perform auditing procedures as promulgated by G.A.A.P, to enable the CPA to express an opinion as to the fairness of the financial information. Any weaknesses in internal controls and other operational efficiency comments should be communicated via a management letter to the Board.

Upon completion of the audit, the Board of Directors' President or Treasurer and the Executive Director will be required to sign a client representation letter and to review and approve and sign off on any proposed adjusting journal entries prepared by the CPA. The client representation letter from the Association's management states that all questions and information provided for the audit have been answered fully and truthfully and acknowledges that management is responsible for and agrees with and understands the listed items in the letter.

#### **F. Insurance**

The Association should engage an insurance broker to assist in acquiring insurance that is appropriate for the risks and requirements of MPHOA. The Executive Director should request an annual meeting with the insurance broker to discuss the insurance coverage including replacement costs, director's and officer's liability coverage, workers comp insurance, property and liability coverage. In addition, it is appropriate to conduct an annual review of claims.

The Executive Director will report on recommended insurance coverage to the Finance Committee and, through this Committee, to the Board.

#### **G. Contracts and Signing Authority (F-006, F-007)**

Insurance Contracts, Benefit Plans, Consulting Services and Maintenance Service Agreements related to routine operations of Mountain Park HOA require prior budget approval by the Board of Directors and must be signed for by the Executive Director.

Any Contract in excess of \$5,000.00 must be signed for by the Executive Director and one authorized member of the Board of Directors. *\*Annual Vendor Bid Reviews are strongly recommended.* The signing requirement for contracts is tabulated below.

Contract Type	Exceed \$1,000	Benefit < 3 years	Co-signed by Officer	Board approval	Proposal required
Operating tools & expenses	No	yes	No	Operations budget	no
Reserve items	Yes	no	Yes		Yes
Insurance & benefit plans	Yes	yes	Yes	Operations budget	Yes
Consulting services	No/yes		Yes	Yes if exceeds \$1,000	Yes
Maintenance contracts		Yes	No	Operations budget	Yes
Special Projects				Yes if exceeds \$1,000	Yes

Irregular or unique Project Components, Contracts and Agreements specific to a project will require Project Budget approval by the Board of Directors. This category of equipment

and/or services shall be purchased by written quote or proposal and signed for by the Executive Director and an authorized member of the Board of Directors.

Authorized members of the Board of Directors for the purposes of signature or contract approval are the President, Vice President and Secretary/Treasurer. In the absence of the Executive Director, contracts and agreements may be signed by two authorized members of the Board of Directors.

#### **H. Checks (F-005)**

MPHOA policy requires two authorized signatures on all checks. Checks are to be signed by the appropriate staff member, the Executive Director, and one of the three Board Officers — President, Vice President, or Secretary/Treasurer. In absence of the Executive Director, two Board Officers may sign the check. Bank signature cards should be updated after the annual election of the officers.

All checks received will be endorsed for deposit only. Voided checks will be properly disposed. Blank checks may not be signed and must be stored in a locked cabinet.

#### **I. Funds**

Financial management and records for the Mountain Park Homeowners Association will be based on Fund Accounting principles and methods. The following funds will be used:

1. Operations Fund

The operations fund is to pay for all expenses as budgeted in the operations budget.

2. Operations Contingency Fund

This fund is established to:

- Cover short-term cash flow shortages.
- Cover unexpected and/or urgent operations expenditures that are not within the budget (e.g. rate hike in insurance premiums, attorney fees, natural emergencies, etc.).
- Cover shortfalls of possible losses in income.

3. Mandatory Reserves Fund

The mandatory reserves fund is established to fund all capital expenses scheduled per the reserve study.

#### **J. Allocation of Excess Monies**

Annually the Board will review the allocation of excess monies (amount is determined in the annual financial report as the excess of revenues over expenses + depreciation). The monies may be allocated to MPHOA funds listed in order of priority and/ or, based on the fulfillment of the target balance levels of these funds.

#### **K. Financial Decision Tree**

Annually the Board will review the allocation of excess monies (amount is determined in the annual financial report as the excess of revenues over expenses + depreciation). The monies may be allocated to MPHOA funds listed in order of priority and/or, based on the fulfillment of the target balance levels of these funds.

#### **L. Reserves (see Appendix C and Appendix D)**

1. Investments (F-010)

The Executive Director, acting with the advice and authorization from the Board of

Directors, will be responsible for management of excess cash and other funds available for investment. The overriding principle for investment management will be preservation of capital.

Consistent with this policy, the only approved instruments will be certificates of deposit, savings accounts and similar vehicles available through banks and institutions insured by FDIC.

#### **M. Capitalization Policy for Purchased Assets**

Capitalization is the recognition on the balance sheet of the Association's property and equipment. Real estate and common properties of the Association are not capitalized on the financial statements because these assets are not recognized under G.A.A.P. G.A.A.P restricts capitalization for assets that the Association will not dispose of in the ordinary course of business.

The purchased assets that can be capitalized should be depreciated over the estimated useful life of the asset on a straight-line basis. For MPHOA the only capitalized assets are those having the following criteria:

- The Association has clear title or other evidence of ownership
- The Association can dispose of the property for cash
- The equipment is used by the Association to generate cash from non-member sources.
- The item must have a value of at least \$5,000.

### **XIV. Association Records**

#### **A. Record Retention**

The Association should establish a record retention policy based on advice from the auditor, human resources attorney and other advisors. All records are stored on site and/or safeguarded electronically.

#### **B. Access to Records and Member Privacy**

Amended (March 19, 2009) Article 11.1 of the bylaws states: "Access to the records of the Association by its Members shall be governed by applicable sections of the Oregon Revised Statutes. The Board shall establish and publish policies consistent with the law that assure Member access to information while protecting individual privacy."

<http://www.oregonlaws.org/ors/94.670>

*Records kept by or on behalf of the association may be withheld from examination and duplication to the extent the records concern:*

*(A) Personnel matters relating to a specific identified person or a person's medical records.*

*(B) Contracts, leases and other business transactions that are currently under negotiation to purchase or provide goods or services.*

*(C) Communications with legal counsel that relate to matters specified in subparagraphs (A) and (B) of this paragraph and the rights and duties of the association regarding existing or potential litigation or criminal matters.*

*(D) Disclosure of information in violation of law.*

*(E) Documents, correspondence or management or board reports compiled for or on behalf of the association or the board of directors by its agents or Committees for consideration by the board of directors in executive session held in accordance with ORS 24.640 (Association board of*

directors) (7).

(F) *Documents, correspondence or other matters considered by the board of directors in executive session held in accordance with ORS 94.640 (Association board of directors) (7).*

(G) *Files of individual owners, other than those of a requesting owner or requesting mortgagee of an individual owner, including any individual owner's files kept by or on behalf of the Association.*

#### **C. Access to Documents (M-001)**

Members have a right to copies of the following accessible information of the Association:

- a) Board of Director meeting and Committee meeting minutes, and b) policies. All requests for copies of Association documentation of accessible information are to be made to the Executive Director. Requests for the most recently approved minutes of the Board or Committees meetings will be available no later than one working day following a meeting. Requests for documents of more than four pages may not be available sooner than seven business days. If information other than the accessible information described above is requested, a written request must be submitted to the Board of Directors.

#### **D. Member List Policy (M-002)**

Members of the Mountain Park Homeowners Association and their designated agents have the right to inspect and or copy an alphabetical list of Members of the Association and addresses (only) subject to the following restrictions. The list may not be:

- a. Used to solicit money or property unless such money or property will be used solely to solicit the vote of the Members in an election to be held by the Association;
- b. Used for commercial purpose;
- c. Sold or purchased by any person; or
- d. Obtained or used by any person for any purpose unrelated to a Member's interest as a Member, without consent of the Board of Directors.
- e. To request a copy of the membership list, the requesting Member must complete and submit a board-approved form containing the following elements:
  - 1) The name and address of the Member requesting the list;
  - 2) The name of the Member's designated agent (if any);
  - 3) Purpose for which the list is requested;
  - 4) The format in which the Member would like to receive the list (there may be a charge for certain formats such as mailing labels);
  - 5) The list of restrictions;
  - 6) A signed statement indicating agreement to abide by the restrictions.

The list will be provided within five business days after the Association receives the request, provide that the purpose of the request conforms to the restrictions listed above. Board approval is not required if the stated purpose of the request is to communicate with the membership regarding Association business or some other similar purpose which conforms to the restrictions listed above. If the Executive Director feels that the purpose of the request is not appropriate, he/she will consult the President of the Board. No request will be denied without a formal vote of the Board of Directors supporting the denial.

There will be no charge to inspect the list on the premises. For copies of the list, Members will be charged an amount that covers the cost of labor and materials to prepare the copies.

Special Policy on Access to Member Lists When a Meeting of the Association Has Been Called – Following an announcement calling a meeting of the Members of the Association and until that meeting is held, the policy on Member Lists will be modified in the following way:

- 1) Within two (not five) business days of when notice of the meeting is given, the list will be available for inspection by any Member;
- 2) Requests for copies will be filled within two business days after a written request on a Board approved form is received.

## **XV. General Policies**

### **A. Employment of Members or Residents (M-003)**

MPHOA, through its Executive Director may employ homeowners or residents. If employed, a homeowner or resident will be asked by the Executive Director to sign a confidentiality agreement certifying that all information acquired as a consequence of employment will be kept in the strictest confidence. Failure to do so may result in termination. The MPHOA Executive Director may be a homeowner or resident of Mountain Park.

### **B. Smoking on MPHOA Properties (M-004) M-005)**

No smoking is permitted in any facilities of the MPHOA Community Center or on the adjacent parking lots or access streets within the Common Property. No smoking is permitted on any of the Common Properties of MPHOA including all parks, trails and playgrounds.

### **C. Parliamentary Procedures**

Meetings of MPHOA, its Board of Directors and Committees will, in general, be conducted consistent with the standards and rules of Robert's Rules of Order and the Parliamentary Procedure for Home Owners Associations. A summary of these rules is contained in Appendix B.

## **XVI. Management and Operations (S-001) (S-002)**

The structure of Management, including the job descriptions for staff and the operating procedures of Management, are included located on the Employee Share Drive.

## **XVII. Appendices**

### **Appendix A. Strategic Plans and Master Plans**

- Strategic Plan
- Common Property Master Plan

### **Appendix B. Parliamentary Procedure**

- Robert's Rules of Order for Homeowners Associations

### **Appendix C. Committee Charters (B-007)**

MPHOA has adopted a process for structuring Committee Charters that provides consistency in describing the following issues for each committee:

- A. Purpose
- B. Composition, Liaison to the Board of Directors, Quorum
- C. Responsibilities and Tasks
  - a. Training covering key documents
- D. Operating Standards and Processes
- E. Meeting Announcement, Frequency and Location
- F. Committee Budget
- G. Reports – contents and frequency
- H. Approved Exceptions

Committees are expected to review and, if necessary, revise the Committee Charter annually.

- Architectural Review Committee Charter
- Clubhouse Committee Charter
- Common Property Committee Charter
- Home Maintenance Committee Charter
- Finance Committee Charter
- Reserves Committee Charter

#### **Appendix D. Policy Documents; Rules and Enforcement**

The following policies have been adopted by the Mountain Park Board of Directors and represent the current enforceable rules applicable within MPHOA. The rules, procedures and policies are consistent with the MPHOA CC&Rs and, when appropriate, laws of other jurisdictions, including the State of Oregon.

These rules may be changed from time to time through a formal action of the Board. Normal practice will be to review and confirm the rules annually. Any changes to the rules will only become effective after the change in rules has been sent in written form to all Members.

- Committee Responsibility and Duties
- Architectural Policy and Procedures
- Standards for Mountain Park Clubhouse
- Policies and Practices of the Common Property Committee
- Standards for Home Maintenance
- Code of Civility
- Project Management Procedures
- Request for Legal Advice Template

#### **Appendix E. Board Adopted Policies referenced within this document**



## Appendix E. Board Adopted Policies referenced within this document

B – BOARD

M - MEMBERS

S – STAFF

F – FINANCE

<b>B</b>	<b>Board &amp; Mgt</b>	
B-001	March 26, 2007	Amend code of conduct policy
B-002	March 17, 2008	Amend code of conduct: Board president may speak without board approval
B-003	August 13, 2007	Board may make policy exceptions
B-004	January 11, 2016	Board/Executive Director Relationship
B-005	October 11, 2017	Project Management Procedures
B-006	February 26, 2019	Roles and Responsibilities of Committees
B-007	February 26, 2019	Committee Charters
B-008	October 23, 2018	Code of Civility
B-009	May 13, 2019	Legal Advice Procedures
<b>M</b>	<b>Members</b>	
M-001	February 23, 2004	Policy regarding document requests
M-002	June 26, 2006	Member list policy
M-003	October 28, 2014	Employment of homeowners policy
M-004	August 26, 2014	No smoking in Community Center
M-005	June 23, 2015	No smoking on all Common Property
M-006	January 23, 2006	Election process
<b>S</b>	<b>Staff</b>	
S-001	May 12, 2008	Adopt new employee handbook
S-002	January 11, 2010	HR Committee
	<b>Finance</b>	
<b>F</b>		
F-001	December 15, 2008	Policy for MAA calculation
F-002	June 22, 2009	Direct debit option approved
F-003	December 13, 2010	Interest adjustment
F-004	April 27, 2009	Suspend privileges for unpaid assessment
F-005	May 14, 2007	Dual signature checks
F-006	April 5, 2008	Reserves Contracts & agreements signed by ED & officer
F-007	May 27, 2008	Signing of contracts
F-008	November 9, 2015	Collection of Unpaid Assessments
F-009	July 26, 2010	Charitable contributions policy
F-010	February 23, 2004	Investment policy



# Architectural Policies & Procedures

*Adopted by the Board of Directors on April 8, 2019*

*Revisions made effective by the Board of Directors on April 1, 2021*

## **Objective**

The objective of these policies and procedures is to clarify the standards for the construction, addition and renovation of permanent structures and hardscape and how they will be applied and enforced by the Mountain Park Home Owners Association (Association).

## **Authority**

All property in Mountain Park is subject to the Declaration of Restrictions of Mountain Park Corp. Article VIII, Section 2, Subsection A states:

*“No building, fence, hedge, wall or other structure shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, color, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the board of directors or the Architectural Committee. In the event the board or the Architectural Committee fails to approve or disapprove such design and location within thirty days after such plans and specifications have been submitted to it, approval will not be required and this article will be deemed to have been fully complied with.”*

These restrictions provide that all projects of new construction, addition and renovation that affect a property's exterior appearance, both dwelling and yard, are subject to review and approval by the Mountain Park Home Owners Association. An Architectural Committee has been appointed to assist the Board of Directors in reviewing the plans and specifications for such projects. Applicants must not begin projects until a letter of approval has been received. If they do, they run the risk of having to modify or remove the projects to comply with the Architectural Committee's decision.

## **Applicable Laws**

All architectural standards are subordinate to Federal and State laws as well as local city codes; however, Association standards may be more restrictive than legal requirement and will be applied unless the Association's more restrictive rules conflict with legal requirement.

When a violation of these standards occurs that is also a violation of the law, the Association reserves the right to report this to the appropriate authorities.

## **Standards of Local Associations**

Other organizations within the Mountain Park community, including other local homeowner associations, have rules and policies related to properties that have an overlapping scope with those of the Association. Any policies or rules of a local association within Mountain Park are independent from the policies and rules described in this document. In the event of any conflict, the Association's rules and procedures supersede any local association's policies and rules, unless the local associations' rules are more restrictive. If the Association cannot identify the homeowner responsible for complying with these standards, the Association may communicate with any other



homeowner association that has governing documents covering the property in order to obtain compliance and take appropriate action. For residents of condominiums, townhomes or other HOAs within MPHOA, written approval of the proposed project by that Architectural Committee or Board of Directors must be submitted with the application to Mountain Park Architectural Committee.

### **Standards of Other Standing Committees**

In addition to the Architectural Committee, there are three other standing committees that have authority delegated to them by the Mountain Park Board of Directors for developing and enforcing rules of the Association. These committees are the Home Maintenance Committee, the Common Property Committee, and the Clubhouse Committee.

The Home Maintenance Committee develops and enforces its rules regarding the maintenance of homes within the Association.

*Note: Homeowners who are required to complete an Architectural Application as the result of a violation of the Standards for Home Maintenance are subject to the timelines set out by the Home Maintenance Committee and not the Architectural Committee. Any request for an extension must be submitted through the Home Maintenance Committee.*

The Common Property Committee develops and enforces its rules regarding its application process and other mandates provided in its rules regarding common property.

Homeowners are responsible for understanding their property lines and ensuring that exterior projects, landscaping and maintenance are performed solely on their private property. Homeowners are not permitted to complete projects that encroach onto Common Property or neighboring properties. Additionally, homeowners may not remove or prune MPHOA Common Property trees without written permission from MPHOA. Please contact MPHOA staff for basic information regarding property lines and Common Property boundaries; further resources are available in Appendix C: Resources for Property Lines. **If there are questions or disputes, homeowners are responsible for obtaining a legal survey of their private property at the homeowners' sole expense.**

The Clubhouse Committee develops and enforces its rules concerning clubhouse behaviors and interactions with Association staff.

### **Enforcement Actions**

The procedures for enforcing these standards are provided in section P: Compliance Procedures.

### **Fines**

Fines for violations are assessed according to the Penalty Schedule, Appendix A.

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## A. Application Procedures

The Architectural Committee meets the second Tuesday of each month at 7:00 p.m. at the Mountain Park Clubhouse. Project applications must be submitted by noon on the Wednesday before the monthly meeting. Applications received after the deadline will be deferred until the meeting the following month. Applicants are welcome to attend meetings to ask questions and provide clarification.

Applications will be either approved or denied. If denied, the homeowner will be informed of the reasons for the decision.

Applications must contain complete information before they can be considered. For structural additions and hardscaping changes, graphics that indicate the site of the intended alteration (with measurements) and location of lot lines are required. Depending on the project, other information may be needed, including:

- Photographs and architectural renderings;
- Paint chips (required for new colors);
- Product brochures or catalogs; and
- Product samples for roofing materials or product lines not on the pre-approved list

Work may commence upon receipt of verbal or e-mail approval from the Compliance Manager, which will be followed by a written approval letter for your records. Please note that [approval of the aesthetics of an application does not connote approval of the structural or engineering design](#). Owner is responsible for acquiring all required permits.

Approval of this application will expire twelve calendar months from the date of the approval letter. [If work cannot be completed within twelve months, reapplication is required](#). [Exceptions to the twelve month window of approval are](#) applications that result from the issuance of a Notice of Violation and Opportunity for a Hearing under the Home Maintenance Standards, Section B1-B4: *Dwellings and Structures, Roofs, Driveways, and Fences*. The issuance of a Notice of Violation requires completion of the repairs within 45 days. If a member is unable to complete repairs or if a project is not completed within the required period, the fine for this violation may be mitigated [by the Home Maintenance Committee](#) if the violation was caused by unavoidable or excusable circumstances as provided in the Penalty Schedule.

Applicants dissatisfied with the Architectural Committee's decision may appeal the decision in writing to the Board of Directors. Board of Directors meetings are held on the fourth Tuesday of each month at 7:00 p.m. in the Clubhouse unless rescheduled.

### *Violation of Application Procedures*

1. [Failure to submit an application and receive formal approval prior to commencement of work is a Category 2 violation. See Appendix A.](#)
2. [Commencement or completion of previously approved projects with non-approved alterations is a Category 2 violation. See Appendix A.](#)
3. [Commencement or completion of projects after denial by the Architectural Committee will result in a Category 3 violation. See Appendix A.](#)
4. [Commencement or completion of projects after a committee decision is upheld by the Board is a Category 3 violation. See Appendix A.](#)

[Property owners may be required to redo or remove non-approved projects within a specified period of time and incur the associated costs, in addition the assessment of fines for architectural standards violations.](#)

### **Expectations of the Association**

The owner or contractor shall 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 will obtain any necessary governmental permits and approvals for the work. MPHOA, its Board of Directors, its agent and the committee have no responsibility with respect to such compliance. Further, the Board of Directors' or its designated committee's approval of this application shall not warrant that the plans, specifications, or work comply with any law, code, regulation, or governmental requirement.

Any agent or officer of the Association may at any reasonable hour or hours during construction or remodeling, enter and inspect any of said property as to its maintenance or improvements to determine if there has been compliance with the provisions hereof. The Association, and any agent, or officer thereof, shall not thereby be deemed guilty of any manner of trespass for such entry or inspection. The Association may issue a certificate of completion and compliance as to any property so inspected.

### **Construction Materials**

- Construction or demolition materials, equipment and debris must not be stored alongside the garage or house in a position so as to be visible from public view or neighbors for longer than 24 hours unless explicitly approved as part of the Architectural Committee application process.
- During construction, materials, equipment, trailers, vehicles and debris must be placed as neatly as possible and must at no time become an obstacle to pedestrians or other vehicles.
- Temporary dumpsters are allowed for up to 30 days. If more time is needed, approval of the Association is required.
- Chemical toilets used during construction are permitted and must be removed as soon as possible.
- Tarps are required to be a neutral color such as brown, gray, or dark green. Blue or other brightly colored tarps are not permitted. [Add for 2021: For tarps used for outdoor storage, see HMC E.1.b.]

### **Construction Times**

- The erection, excavation, demolition, alteration, or repair of any building, structure or landscape and deliveries of materials is allowed during the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday and 9:00 a.m. and 4:00 p.m. on weekends.

### **Repairs for Maintenance and Upkeep**

- An application is *not* required for insubstantial repairs or maintenance that require minimal time and effort to complete and use the same colors and materials that have previously been approved and which are currently allowed by Association rules and standards. The equivalent cost for any work must be less than \$250 in materials and labor. Examples include minor touchup painting or simple repairs to fencing, roofing, decking and siding that are accomplished quickly without using any significant skill or professional know-how.
- **NOTICE:** If in any doubt that a project would be characterized as "insubstantial," the HOA recommends that an application be filed before engaging in any repairs or maintenance. Failure to file an application and receive approval for any external work that the HOA deems to have needed an approved application may result in fines and

require the correction of any unapproved work at the owner's expense.

### **After Receiving Approval**

- Work must be completed as submitted on your architectural application, using the materials and designs specified, unless the Architectural Committee requests otherwise. Any deviation from the approved plans will result in a penalty and may require modification or removal of the completed work.
- Please inform your contractor that NO SIGNS are permitted anywhere in Mountain Park, including on your property.

*Violation of Expectations of the Association is a Category 1 violation. See Appendix A.*

## **B. General External Changes**

### **1. Fences, Walls and Retaining Walls**

All fences, walls and retaining walls, new or replacement, require approval by the Architectural Committee.

#### Fences and Walls

City code limits fence and wall heights to six feet above the ground in backyards and four feet above the ground in front yards. Berms, when used in conjunction with fences and walls, are included in the height determination. On corner lots, the wall and fence height is limited to 30' within a vision triangle as defined by the City of Lake Oswego ordinance.

Fences may be placed on property lines and a site plan should be included with the application. Front yard fences are typically not allowed.

Fences with sides facing the street or Common Property must be erected with the "good neighbor" side facing the public area. With wood fencing, this means that the posts and stretchers are on the inside of the yard and only the fence boards are seen from the public side. Good neighbor requirements do not apply between yards.

Fencing materials generally approved by the Architectural Committee include:

- Cedar board
- Wire mesh up to 3' x 5' with wood posts and rails (also known as pig fencing)
- Black metal rails, not exceeding 4' in height
- Black vinyl-coated chain link (Approved on the condition that, at the time of installation, evergreen plantings are placed on the outside of fence sections that parallel streets and/or abut common property or street rights-of-way. Plantings should be placed at each post with other shrubs placed along the outside of the fence to screen it from street view. Plants should be at least 60% of the height of the fence at the time of planting. It is not necessary to screen fence sections along property lines between private properties.)

#### Retaining Walls

A building permit is required from the City of Lake Oswego for retaining walls greater than 4 feet in height, and any retaining wall over 2 feet in height that supports a surcharge (i.e., has a slope behind it). [LOC 45.15.020].

Retaining walls less than four feet in height may be located in the required setback, provided that if there are multiple retaining walls within the setback, each retaining wall shall be located no closer than five feet to another retaining wall, as measured from the back of one retaining wall to

the front of the other retaining wall. [LOC 45.15.020]. Owners with retaining walls that drop off near the street may be required to install fencing, rocks, or plantings to alleviate possible safety concerns.

Approved materials for retaining walls are:

- Stone and rock
- Recycled stone (such as “The Wall”)
- Timber

The Committee will consider other materials on a case-by-case basis.

*Violation of Fencing, Wall and Retaining Wall Standards is a Category 2 violation. See Appendix A.*

## **2. Decks and Elevated Walkways**

Decks over 30 inches above ground level are subject to the same setback requirements as the residence to which they are appurtenant. This is a minimum of seven feet from the side property lines, 20 feet from the front and rear property lines, and 15 feet from the side property line if abutting a street. Decks up to 30 inches above the ground may extend within three feet of the property line.

Materials and colors (if applicable) must be indicated for both decking and rails. Include site plan with deck, elevated walkway, and any stairs clearly indicated.

Approved materials for decks and elevated walkways are:

- Wood decking (pressure treated lumber, redwood, cedar, mahogany, ipe)
- Composite decking (Trex, TimberTech and similar)
- Metal railings
- Wood railings
- Railings with metal or wood posts with steel cables
- Railings with metal posts and glass panels

*Violation of Deck and Elevated Walkway Standards is a Category 2 violation. See Appendix A.*

## **3. Mailboxes**

Metal mailboxes, either black or painted to complement the house, are preferred although other materials will be considered. Mailboxes must either be secured firmly in the ground with a metal or pressure-treated wood post or enclosed within a mailbox structure. Mailbox structures in brick, stone, and wood have been previously approved.

*Violation of Mailbox Standards is a Category 2 violation. See Appendix A.*

## **4. Solar Panels**

The application for the installation of any solar collection system must be accompanied by professional, to-scale construction drawings that include the name of the installation contractor. The plans shall show the exact location and number of collectors, means of attachment to the roof structure and location of all exterior components. The Architectural Committee application and subsequent installation shall adhere to the following requirements:

- An illustrated product brochure clearly depicting the unit and defining the material used must be submitted.

- Solar units must be mounted on the roof and professionally installed in accordance with the local building codes. Homeowner is responsible for getting all required permits.
- Aluminum trim, if used, must be anodized or otherwise color treated to match the home's roof color (preferably dark).

*Violation of Solar Panel Standards is a Category 2 violation. See Appendix A.*

### C. Paint and Siding

1. **Paint:** Because color trends shift over time, the Architectural Committee does not have an approved color list. Colors that were approved in the 1970s may be discouraged today and colors that were unthinkable then are commonly requested. It is recommended that structures be painted in "earth tones," which includes various shades of brown, grey, blue, green and white. Whatever color is selected for the body, it should complement its surroundings and contribute to the aesthetic harmony of neighboring structures. Trim colors should coordinate with the siding color. Homeowners may apply for an accent color for their front door.

Applications must indicate which areas will be painted and clearly note the specific color information for all painting areas, including main body, trim, shutters, garage door, front door, gutters and fascia:

- Paint brand
- Color name and number
- Color chip

If a home is to be repainted in the same colors, a standard application is not required. Please use the Express Application.

*Violation of Paint Standards is a Category 2 violation. See Appendix A.*

2. **Siding:** Applications for new construction or the residing of existing homes should use a material from the following list of approved materials:
  - Hardie-plank
  - Stone
  - Brick
  - Stucco
  - Cedar
  - Cedar shingles
  - Redwood

*Violation of Siding Standards is a Category 2 violation. See Appendix A.*

### D. Roofing

All roofing materials used in Mountain Park must meet the following minimum standards:

- Minimum weight of 225 lbs. per square (one square equals 100 square feet)
- Minimum air resistance of at least 110 mph
- UL certified to meet at least ASTM D3462 and ASTM D3018 Type I
- Must conform to CSA standard A123.5

Approved roofing materials are listed below. Materials not on this list must be approved by the

Architectural Committee. A sample of the material must be submitted along with a product specification sheet. Materials must meet the minimum standards listed above and will be judged on their aesthetic harmony with surrounding structures. Special attention must be given to the roof's appearance from neighboring residences that may look down on it.

Exposed metals on roofs such as flashings, plumbing stacks, flue pipes, etc. must be painted to blend in with the roofing material.

1. **Pitched-roof structures (3/12 pitch or more)** should use the following approved roofing materials:
  - Architectural Grade Asphalt Shingles (see Appendix B for approved brands and colors)
  - Country Manor Aluminum Roofing Shakes (approved May 2003) in Colonial Gray, Walnut Brown and Seal Brown.
  - Cedar shakes and cedar shingles
  - Tile (including cement/wood-fiber combination products) in natural tones or colors similar to those approved for other roofing materials.
  - Decra-Bond Roofing Systems (stone-coated steel) in Weathered Timber, Teak, Shadowood, Charcoal, Coffee Brown and Granite.

*Violation of Pitched-roof Standards is a Category 2 violation. See Appendix A.*

2. **Flat Roof structures (2/12 pitch or less):** Roofing materials will be judged on their individual merits including structural design and harmony with surrounding structures. Standard built-up roofs (with or without gravel cover) and standing-seam metal have been approved in the past. Mechanical equipment on flat-roof structures must be enclosed.

*Violation of Flat Roof Standards is a Category 2 violation. See Appendix A.*

3. **Standing-seam metal roofing:** Each application will be judged on its individual merits and is subject to the following conditions:
  - Standing-seam sheet metal panels, 24 to 26 gauge, with 12 to 18 inches between the seams must be used.
  - Colors that may be approved are: Weathercote or equivalent, Architectural Bronze, Storm Gray, Charcoal Gray and Koala Brown. Other colors will be judged on their individual merits. Reflective characteristics will be considered.
  - A sample of the sheet metal roofing must be submitted with the application and house plan.
  - Other metal roofing considerations will include 1) area impact and compatibility with the surrounding environment and 2) location.

*Violation of Standing-seam Metal Roofing Standards is a Category 2 violation. See Appendix A.*

## **E. Windows and Doors**

The addition or relocation of windows or doors requires elevation drawings or a photo clearly showing the proposed placement of the new doors or windows.

### **1. Windows and sliders**

Regardless of material, window and slider frames should be a color that complements the house's exterior. Wood frames may be stained or painted.



Approved materials for window and sliding glass doors frames are:

- Vinyl-clad
- Composite, including wood-fiber blends such as Fibrex by Andersen Windows and uPVC blends such as Insignia by Apex Energy Solutions
- Wood
- Anodized or powder-coated aluminum

## 2. Doors

All applications for doors, whether front, garage, or other access, should include a photo and/or specification sheet for the requested product. Applications should indicate the selected finish type and color.

## 3. Security Bars

Metal security bars on doors (other access and sliders) have been approved on a case-by-case basis when they are out of view. A photo of the proposed design and finish color should be included with the application. Security bars on windows and front doors are not permitted.

*Violation of Windows and Doors Standards is a Category 2 violation. See Appendix A.*

## F. Accessory Structures

An accessory structure is any detached structure that is subordinate to the main building and may be approved upon application to the Architectural Review Committee. Examples include (but are not limited to) sheds, gazebos, outdoor fireplaces, above ground spas, pool equipment, AC units, heat pumps, play structures and playhouses. They must be sited to minimize any negative impact on surrounding residences. On occasion, the Architectural Committee may require the installation of screening plants before approving an accessory structure.

Accessory structures are subject to the same setback requirements as dwellings. On non-flag lots, these may be reduced to five feet for the side yard and three feet for the rear yard if the following conditions are met:

- Accessory structure is more than 40 feet from any street
- If greater than four feet in height, accessory structure is detached from other buildings by 3 feet or more
- Accessory structure does not exceed 10 feet in height
- Accessory structure is not noise-producing mechanical equipment

For noise-producing mechanical equipment, setbacks are as follows: interior side yards, five feet; street side yard, 10 feet; rear, 10 feet; front, 20 feet.

Enclosed structures like sheds and playhouses may not exceed 200 square feet in size and may not exceed 10 feet in height. Depending on their amenities, owners may be required to obtain electrical, plumbing, or mechanical permits from the city.

*Violation of Accessory Structure Standards is a Category 2 violation. See Appendix A.*

## G. Swimming Pools

Swimming pools may be placed on the property with the approval of the Architectural Committee.

Applications for in-ground swimming pools must include a site map with proposed placement of the

pool, product brochure, decking material, design and materials for pump house enclosure, and an explanation of how the pool will be enclosed to meet state safety standards. This could include, but is not limited to, an existing locking fence around the property, installation of a new fence, or use of a locking pool cover.

Above ground swimming pools are not permitted.

*Violation of Swimming Pools Standards is a Category 2 violation. See Appendix A.*

## **H. Miscellaneous Equipment**

Miscellaneous equipment, including (but not limited to) flag poles, “little libraries,” canvas awnings or tents, and trampolines, may be placed on the property with the approval of the Architectural Committee.

Applications for miscellaneous equipment must include a site map with the proposed placement. Little libraries should be finished in a manner that complements the residence. Retractable canvas awnings and canvas tents should be a color that complements the residence. Trampolines must be sited to minimize any negative impact on surrounding residences. On occasion, the Architectural Committee may require the installation of screening plants before approving trampolines.

*Violation of Miscellaneous Equipment Standards is a Category 2 violation. See Appendix A.*

## **I. Driveways, Parking Pads and Fire Lanes**

Applications for driveways, parking pads and fire lanes must provide a sample photo of the planned design, finish and color. Include a site map if there are any changes to the existing footprint and show setbacks from lot lines. If the driveway is elevated, include materials and design for railings and engineering plans if applicable.

Approved materials for driveways and parking pads are:

- Concrete with a broom or sand finish
- Exposed aggregate concrete
- Stamped concrete
- Asphalt
- Pavers

*Violation of Driveways and Parking Pad Standards is a Category 2 violation. See Appendix A.*

## **J. Exterior Lighting**

### **1. Permanent Lighting**

Applications are required for permanent, wired lighting fixtures that are mounted to a structure or installed in the landscaping. Provide a photograph of the planned fixture and its material and include a plan with the proposed location of the fixtures. All wiring must be buried or installed within the walls of the structure so nothing is exposed. Preference is given to lights that do not reflect up.

Permanent lighting includes:

- Path or driveway lighting fixtures
- Structure-mounted light fixtures

*Violation of Permanent Lighting Standards is a Category 2 violation. See Appendix A.*

## 2. **Impermanent (Unwired) Lighting**

The following types of exterior lighting do not require an application but must be aesthetically attractive or as unobtrusive as possible:

- Solar or battery-powered landscape lights
- Motion-activated security lighting

*Violation of Impermanent Lighting Standards is a Category 2 violation. See Appendix A.*

## 3. **Decorative String Lights**

Unburied exterior strings of decorative lights are permitted year-round [without an application](#) within the following guidelines:

- Lights must be white
- Lights must not blink
- Bulbs cannot exceed 2.5 volts per incandescent mini- bulb or C3 or C5-sized LED mini lights
- Total length of light strings cannot exceed 50 feet
- Cord color should blend with surroundings as much as possible so as to be barely visible during the day

The intent is that string lighting should be used only as exterior accent lighting. Permitted uses, [for example](#), would be to light a deck railing, a pergola, around a door frame, or in one small tree.

For rules regarding holiday lighting, see Home Maintenance Committee policies and procedures, section K.6.

*Violation of Decorative String Lights Standards is a Category 1 violation. See Appendix A.*

## K. **Landscape**

All landscaping changes must take place within the borders of your property. Homeowners are responsible for understanding their property lines and ensuring that their projects do not encroach onto Common Property or neighboring properties. For further information see page two under Standards of Other Standing Committees and Appendix C: Resources for Property Lines.

### 1. **Removal of Hedges**

Applications are required for the removal of hedges that serve the same screening function as a fence or wall.

*Violation of Removal of Hedges Standards is a Category 2 violation. See Appendix A.*

### 2. **Hardscaping**

Hardscaping is any permanent landscape feature that is not natural vegetation. Examples include but are not limited to patios, steps, walkways, water features, large boulders, river rock beds and sport courts. Applications for the addition or alteration of hardscape features must include a [site plan showing the proposed location\(s\)](#). Materials should be clearly detailed in the application and will be judged on overall aesthetic harmony with the house and surrounding properties.

*Violation of Hardscaping Standards is a Category 2 violation. See Appendix A.*

### 3. **Artificial Turf**

Installation of artificial turf is not permitted in Mountain Park.

*Violation of Artificial Turf Standards is a Category 2 violation. See Appendix A.*

### 4. **Landscape Plans for New Construction**

Submission of detailed landscape plans, including all hardscape and plantings, is required for new construction. For changes to existing properties, the Architectural Committee must approve any changes to hardscape but planting plans other than large hedge removal are not required.

*Violation of Landscape Plans for New Construction Standards is a Category 2 violation. See Appendix A.*

### L. **Multi-family and Commercial Properties**

Multi-family properties and commercial developments are reviewed in terms of their impact on the community. In lieu of general restrictions on multi-family and commercial new construction, remodeling, additions, landscaping and other improvements, each development is reviewed on a case-by-case basis by the Architectural Committee. To the extent possible, building material restrictions applicable to single-family residences are applied to multi-family projects. The Board of Directors has set a density goal of 17 units per acre or less.

*Violation of Multi-family and Commercial Standards is a Category 2 violation. See Appendix A.*

### M. **Satellite Dishes and Other Antennas**

Satellite dishes with a diameter of one meter or larger require the approval of the [Architectural Committee](#). FCC regulations have nullified Mountain Park conditions placed on smaller satellite dishes and other communications antennas. However, owners are asked to voluntarily place dishes and antennas in inconspicuous locations, without sacrificing signal quality, in order to minimize the negative impact on the neighborhood.

Painting the dish a dark gray color does not affect the reception and renders the dish inconspicuous. Mountain Park is appreciative of residents who carry out this simple modification.

*Violation of Satellite Dishes and Other Antennas Standards is a Category 2 violation. See Appendix A.*

### N. **Other Restrictions and Guidelines**

No building may be occupied during original construction. Construction of new buildings must be prosecuted with reasonable diligence continuously from the time of commencement until fully completed. The Architectural Committee has defined “reasonable diligence” as one year from the commencement of construction to completion. No buildings constructed elsewhere may be moved onto a Mountain Park lot except with the prior written approval of the Board of Directors. All electrical, telephone, cable TV and other outside wiring must be underground. No overhead wiring or poles are allowed.

*Violation of Other Restrictions and Guidelines Standards is a Category 2 violation. See Appendix A.*

### O. **Restrictions on New Structures**

Mountain Park contains residences of varied architectural styles. No particular style is prohibited;

however, the Architectural Committee judges each new residential plan in terms of its harmony of external design and location to surrounding structures. In making its decision, the Architectural Committee may evaluate the design, kind, shape, height, color, materials and location of the structure.

### **1. Height Limit**

- Two stories consisting of one story at street level and one story above that. Garages below the lower story are normally acceptable, providing that the overall height does not exceed City code (currently 35 feet above natural grade at any point).
- City code determines actual height in feet.

*Violation of Height Limit Standards is a Category 2 violation. See Appendix A.*

### **2. Floor Area**

- One story structures must have a minimum of 1200 square feet on the main level.
- One and a half to two story structures must have a minimum of 1000 square feet on the main level.

*Violation of Floor Area Standards is a Category 2 violation. See Appendix A.*

### **3. Setbacks**

- Mountain Park restrictions are generally more restrictive than City requirements.
- Front: minimum of 20 feet from the street curb to garage to ensure ample off-street parking.
- Side street: minimum of 15 feet from the property line.
- Architectural Committee may adjust front and side street setbacks to account for individual site characteristics.
- Side: minimum of seven feet.
- Rear: minimum of 20 feet.
- In determining setbacks, all projections from the structure except eaves, uncovered front porches and steps are included.

*Violation of Setback Standards is a Category 2 violation. See Appendix A.*

### **4. Paint, Siding, Roofing, Windows and Doors**

Applications for paint color, siding material, [roofing material](#), [windows and doors](#) on new construction are subject to the same procedures noted earlier in this document.

### **5. Landscaping**

Landscaping plans for new construction should be submitted with new home construction plans. Owners have up to one year after completion of the residence to complete the landscaping. Until final landscaping is complete, owners are required to keep grass and weeds under control so as not to spread undesirable seeds to adjacent properties or otherwise have a negative impact on the neighborhood.

*Violation of Landscaping Standards is a Category 2 violation. See Appendix A.*

## **P. Compliance Procedures**

### **1. Staff Resolution of Compliance Problems**

Ensuring compliance with the rules and standards of the Association is the responsibility of the Board, working in concert with its committees and Association staff.

The responsible senior staff leader for compliance is the Compliance Manager. The Compliance Manager has a broad range of responsibilities that include: a) monitoring the properties within Mountain Park; b) identifying compliance problems; c) communicating with Members and residents about compliance problems; d) working with Members and residents to achieve voluntary compliance; and e) issuing a Notice of Violation and Opportunity for Hearing when this action is appropriate.

At every monthly meeting of the Committee, the Compliance Manager will report on compliance activities regarding the Committee's rules. The report must include a summary of all compliance issues that resulted in the issuance of a Notice of Violation, as well as any other information for Committee review as determined by the Compliance Manager and the Committee.

### **2. Compliance Procedures for the Architectural Committee**

If informal action (usually in the form of a courtesy letter) by the Compliance Manager has not resulted in bringing a property into voluntary compliance with the Committee's rules, the Compliance Manager will issue a Notice of Violation. The Committee will decide whether or not there is a violation and the appropriate amount of the fine or sanction, if any, regarding all Notice of Violations that have been issued regarding its rules. If a hearing has been requested to contest the allegations in the Notice of Violation, the Committee will conduct the hearing before making its decision.

### **3. Hearing Requests**

To contest the allegations in an NOV, the affected Member must request a hearing in writing within 15 calendar days following the date of the NOV. Any written information the Member wants considered by the Committee must be provided to the Association within 15 calendar days following the date of the NOV.

The Association will provide an opportunity for a hearing that is within 45 calendar days from the date the NOV was provided or mailed to the Member, unless staff reasonably needs more time to accommodate processing requirements and Board or Committee schedules. Related hearing requests may be consolidated for hearing. Members may designate a representative in writing to attend the hearing if they prefer not to appear in person.

The member may request a hearing be rescheduled only for good cause due to circumstances reasonably beyond the member's control.

### **4. Timely Receipt of Documents**

Documents must be received from Members within the timeframes specified in these procedures or as specified by the Committee. Documents are considered received according to the date of mailing (postmark) or upon receipt of an electronic submission. The Committee will determine if the hearing request or any other submissions were received within the specified timeframes if disputes arise regarding the timely receipt of documents.

### **5. Contested Notice of Violations**

*Conduct of the hearing*

If a hearing is requested to contest the allegations in the Notice of Violation, the Committee will conduct the hearing. At the hearing, the Member may explain the Member's position concerning the Notice of Violation. The Association's staff and the Member may present information from witnesses and provide documents and pictures. The Committee may ask questions and request further information from the Member or the Association's staff in order to make its decision. The Committee may set reasonable time limits for oral presentations and the submission of any requested information.

The Committee will consider the information presented at the hearing by the Association's staff and the Member, or requested by the Committee, when making its decision. The Committee's decisions must be reasonable, based on applicable Association rules and policies, and consistent with prior decisions having the same or substantially similar issues.

Within seven days of the hearing, the decision of the Committee will be provided to the Member in writing and will include notice of the Member's right to appeal the decision to the Board.

#### *Appeals to the Board of Directors after Hearing*

Any appeal to the Board must be made within 15 calendar days of the date of the Committee's written decision following a hearing. The appeal to the Board must be in writing and provide the specific reasons the Member objects to the Committee's decision.

The Board's review on appeal shall be limited to consideration of the documents, pictures and written information presented to the Committee, the Committee's decision, and the objections raised in the Member's appeal. The Member may explain the specific objections raised in the appeal based on the information previously provided by the Member to the Committee. The Board may request an explanation from the Committee and the Association's staff regarding the Committee's decision and the issues raised in the appeal by the Member.

Based on the Member's specific objections provided in the appeal, the Board of Directors may decide that there was no violation, ratify and adopt the Committee's decision, or return the matter to the Committee for reconsideration.

After an appeal, the Board will provide its decision in writing to the Member. Any fine is due, and any other Board sanctions are effective, immediately after the Board issues its final decision.

## **6. Uncontested Notice of Violations**

If no hearing was requested, the Committee will consider the allegations in the Notice of Violation and determine whether or not there was a violation and the appropriate penalty. In making its decision, the Committee may consider any additional information requested by the Committee or presented to the Committee by the Compliance Manager. The Committee's decisions must be reasonable, based on applicable Association rules and policies, and consistent with prior decisions having the same or substantially similar issues.

The Committee's decision will be presented to the Board for ratification and adoption as the final decision. Any fines are due, and any other Board sanctions are effective, immediately after the Board issues its final decision.

## **7. Reporting Committee Actions**

Whenever there has been an action by the Architectural Committee regarding any Notice of Violation, there will be a report presented within 30 days to the Board of Directors.

## **APPENDIX A**

### **PENALTY SCHEDULE**

#### **I. Standard Penalties**

For purposes of determining what constitutes an “offense” under the penalty schedule, an offense is defined as an act or omission that violates the Committee’s rules. Each rule violation is assigned a penalty category in the Committee’s rules.

##### **Category 1**

\$100 for the first offense;  
\$200 for the second offense;  
\$400 for each subsequent offense.

##### **Category 2**

\$200 for the first offense;  
\$400 for the second offense;  
\$800 for each subsequent offense.

##### **Category 3**

\$500 for the first offense;  
\$1,000 for the second offense;  
\$2,000 for each subsequent offense.

#### **II. Legal Action**

The Association may seek legal remedies at any time. When a violation is on-going and uncorrected for three 30-day periods or the total amount of fines unpaid by their due dates is \$3,000, whichever occurs first, the Association will pursue appropriate and available legal actions against the Member.

#### **III. Reasons for Mitigating the Standard Fine**

The Member may have the standard penalty reduced for good cause. For mitigation of the penalty for good cause, the Member must show the violation occurred because of unavoidable or excusable circumstances that were reasonably beyond the violator’s control. Examples of good cause include prolonged illness, hospitalization, or other substantial reasons that reasonably prevented the violator from correcting the violation.

The fine will also be mitigated if the Member corrects the violation prior to the Committee’s decision regarding the Notice of Violation.

#### **IV. Reasons for Aggravating the Standard Fine**

Additional penalties will be assessed for on-going violations that are not corrected by the responsible Member as required by the Committee’s rules. Additional penalties may be assessed monthly, with notice and opportunity for hearing, until the on-going violation is corrected.



## **APPENDIX B**

### **APPROVED BRANDS AND COLORS OF ARCHITECTURAL GRADE ASPHALT SHINGLES**

#### **I. CertainTeed**

- CertainTeed Grand Manor Shingles (approved December 2019) in Black Pearl, Brownstone, Colonial Slate, Gatehouse Slate, Stonegate Gray, Tudor Brown and Weathered Wood.
- CertainTeed Landmark TL Shingle (approved May 2005) in Aged Bark, Country Gray, Max Def Black Walnut, Moire Black, Old Overton and Shenandoah.
- CertainTeed Landmark Premium (approved December 2019) in Max Def Heather Blend, Max Def Moire Black and Max Def Weathered Wood.
- CertainTeed Presidential Shake (approved June 2001) in Aged Bark, Autumn Blend, Charcoal Black, Country Gray and Shadow Gray.
- CertainTeed Presidential Shake TL (approved October 2014) in Aged Bark, Autumn Blend, Charcoal Black, Country Gray and Shadow Gray.

#### **II. GAF**

- GAF Glenwood (approved December 2019) in Adobe Clay, Autumn Harvest, Chelsea Gray, Dusky Gray, Golden Prairie and Weathered Wood.
- GAF Grand Canyon (approved August 2003) in Black Oak, Mission Brown, Stonewood and Storm Cloud.
- GAF Grand Sequoia (approved August 2003) in Autumn Brown, Cedar, Charcoal, Mesa Brown and Weathered Wood.

#### **III. PABCO**

- PABCO Paramount Advantage (approved December 2019) in Antique Black, Driftwood, Oakwood, Pewter Gray and Weathered Wood.
- PABCO Paramount (approved January 2007) in Antique Black, Driftwood, Oakwood, Pewter Gray and Weathered Wood.

#### **IV. Malarkey**

- Malarkey Windsor – Heavyweight Shingle (approved March 2015) in Midnight Black, Natural Wood, Storm Grey and Weathered Wood.
- Malarkey Windsor XL – High Profile Design (approved September 2017) in Midnight Black, Natural Wood, Storm Grey and Weathered Wood.
- Malarkey Legacy – Architectural Shingles (approved December 2019) in Midnight Black, Natural Wood, Storm Grey and Weathered Wood.
- Country Manor Aluminum Roofing Shakes (approved May 2003) in Colonial Gray, Walnut Brown and Seal Brown.

## APPENDIX C

### RESOURCES FOR PROPERTY LINES

**Lake Oswego GIS Map:** <https://www.ci.oswego.or.us/maps/interactive>

The Lake Oswego Interactive GIS Map is the electronic map provided by the City of Lake Oswego (LO) to help determine private and public property boundaries throughout the city. The Interactive Map provides all LO citizens with an initial reference for determining public and private property boundaries based on global geographic data at no cost to citizens. Go to the link listed above and then to New LO Map.

Disclaimer: The maps available on the City of Lake Oswego's web site are for information purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. Users of this information should review, or consult, the primary data and information sources to ascertain the usability of the information. This map represents the best data available at the time of publication. While reasonable effort has been made to ensure the accuracy of the information shown on this page, the City of Lake Oswego assumes no responsibility, or liability, for any errors, omissions, or use of this information.

**Clackamas County Surveyor:** <https://www.clackamas.us/surveyor>

Responds to survey and property questions; maintains filed surveys, plats, road records; reviews, approves new land division plats; recovers, restores and protects Public Land Corners.

Clackamas County's GIS Map Disclaimer: The information and maps accessed through this web site provide a visual display for your convenience using data from Clackamas County's Geographic Information System. Every reasonable effort has been made to assure the accuracy of the maps and associated data from several sources. Clackamas County makes no warranty, representation or guarantee as to the content, sequence, accuracy, timeliness or completeness of any of the data provided herein. Clackamas County explicitly disclaims any representations and warranties, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose. Clackamas County shall assume no liability for any errors, omissions, or inaccuracies in the information provided regardless of how caused. Clackamas County assumes no liability for any decisions made or actions taken or not taken by the user of this information or data furnished hereunder. Users are strongly advised to verify from authoritative sources any information displayed in this application before making decisions.

**Multnomah County Surveyor:** <https://multco.us/surveyor>

Services provided include:

- Providing access to public survey records
- Reviewing surveys submitted by land surveyors
- Filing and indexing surveys in the public survey records
- Review and approval of land division plats, including subdivisions, partitions and condominiums
- Maintaining and restoring public land survey corner monuments
- Survey support for county roads and bridges, as well as other county and local agencies
- Helping the public, county and local agencies with surveying expertise



# Standards for Mountain Park Clubhouse

*Adopted by the Board of Directors on January 29, 2019  
Revisions made effective by the Board of Directors on April 1, 2021*

## **Objective**

The objective of these rules is to clarify the standards for enforcement of the Clubhouse rules and how they will be applied and enforced by the Mountain Park Home Owners Association (Association).

## **Authority**

These rules are authorized by Mountain Park's Codes, Covenants, & Restrictions, the Board of Director's resolutions and decisions, [ORS 94.630\(1\)\(a\)](#), and [ORS 94.640](#).

## **Internal Operating Procedures**

To facilitate the implementation of these rules, the Association's Executive Director and staff are responsible for monitoring compliance with these standards and managing the Association's internal operations regarding these standards as required by the Board of Directors (Board) and the Clubhouse Committee (Committee).

## **Applicable Laws**

All compliance standards of the Association are subordinate to the regulations of Federal, State and local laws; however, Association rules may be more restrictive than legal requirements and will be applied unless the Association's more restrictive rules conflict with legal requirements.

When a violation of these standards occurs that is also a violation of the law, the Association reserves the right to report this to the appropriate authorities.

## **Standards of Local Associations**

Other organizations within the Mountain Park community, including other local homeowners associations, have rules and policies related to properties that have an overlapping scope with those of the Association. Any policies or rules of a local association within Mountain Park are independent from the policies and rules described in this document. In the event of any conflict, the Association's rules and procedures supersede any local association's policies and rules, unless the local association's rules are more restrictive.

## **Standards of Other Standing Committees**

In addition to the Clubhouse Committee, there are three other standing committees that have authority delegated to them by the Mountain Park Board of Directors for developing and enforcing rules of the Association. These committees are the Architectural Committee, the Common Property Committee, and the Home Maintenance Committee. The documents related to those committees can be found on the MPHOA website [www.mtparkhoa.com](http://www.mtparkhoa.com) under the tab marked Committees.

The three committees listed deal with external property within the community while the Clubhouse Committee develops and enforces its rules concerning clubhouse behaviors and interactions with Association staff.

## **Enforcement Actions**

The procedures for enforcing these standards are provided in Section II. Compliance Procedures beginning on the next page.

### **Rule Violation Enforcement**

Penalties for violations are assessed according to the Penalty Schedule set out in **Appendix 2** to this document.

### **Clubhouse Rules**

Mountain Park Clubhouse Rules are enforced in their entirety and are within this document.

## COMPLIANCE PROCEDURES

### 1. Staff Resolution of Compliance Problems

Ensuring compliance with the rules and standards of the Association is the responsibility of the Board, working in concert with its committees, and MPHOA staff.

The Clubhouse person responsible for day-to-day compliance with Clubhouse Rules is the Manager on Duty (MOD). The MOD together with the Clubhouse Member Services Coordinator has a broad range of responsibilities that include: a) identifying compliance problems; b) communicating with Members and residents (hereinafter “Users”) about compliance problems; c) working with Users to achieve voluntary compliance; and d) issuing a Notice of Violation and Opportunity for Hearing (NOV) when this action is appropriate.

At every monthly meeting of the Committee, a MOD or staff member will report on compliance activities regarding the Committee’s rules. The report must include a summary of all compliance issues that resulted in the issuance of a NOV, as well as any other information for Committee review as determined by the MOD and the Committee.

### 2. Compliance Procedures for Clubhouse Rules

#### OVERVIEW OF COMMITTEE’S RESPONSIBILITY

If possible, the MOD will verbally inform a User of a situation involving violation of a Clubhouse Rule as soon as becoming aware of the violation. If informal action by the MOD does not result in voluntary compliance, the Member Services Coordinator will send a letter to the User notifying of the NOV and informing the User of the right to request a hearing before the Committee. If a hearing has been requested to contest the allegations in an NOV, the Committee will conduct the hearing before making its decision. At its meeting, the Committee will review all NOV’s that have been issued and decide for each whether there is a violation and if so, the appropriate action or sanction.

*Clubhouse management is authorized to remove any User from Clubhouse premises or activities for a reasonable time for conduct that is in violation of the Rules after receiving an initial warning. **Clubhouse management may, in its judgment, remove any User without warning if their conduct threatens the immediate safety of any User(s), Staff, or MPHOA property.***

#### HEARING REQUESTS

To contest the allegations in an NOV, the affected Member must request a hearing in writing within 15 calendar days following the date of the NOV. Any written information the Member wants considered by the Committee must be provided to the Association within 15 calendar days following the date of the NOV.

The Association will provide an opportunity for a hearing that is within 45 calendar days from the date the NOV was provided or mailed to the Member, unless staff reasonably needs more time to accommodate processing requirements and Board or Committee schedules. Related hearing requests may be consolidated for hearing. Members may designate a representative in writing to attend the hearing if they prefer not to appear in person.

The member may request a hearing be rescheduled only for good cause due to circumstances reasonably beyond the member’s control.

## **TIMELY RECEIPT OF DOCUMENTS**

Documents must be received from Members within the timeframes specified in these procedures or as specified by the Committee. Documents are considered received according to the date of mailing (postmark) or upon receipt of an electronic submission. The Committee will determine if the hearing request or any other submissions was received within the specified timeframes if disputes arise regarding the timely receipt of documents.

## ***CONTESTED NOVS***

### **CONDUCT OF THE HEARING**

If a hearing was requested, the Committee will conduct the hearing. At the hearing, the User may explain the User's position concerning the NOV. The MOD or staff, and the User may present information from witnesses and provide documents and pictures. The Committee may ask questions and request further information in order to make its decision. The Committee may set reasonable time limits for oral presentations, discussion and submission of any requested documentation.

The Committee will consider the information presented at the hearing by the MOD and staff, and by the User, to assist in making its decision. The Committee will determine whether there was a violation and the appropriate sanction, if any. The Committee's decisions must be reasonable, based on applicable rules and policies and consistent with prior decisions having the same or substantially similar issues.

Within 7 days of the hearing, the decision of the Committee will be provided to the User in writing and must include notice of the User's right to appeal the decision to the Board of Directors. If the User decides to appeal to the Board, the User must appeal the decision within 15 calendar days of the date of the Committee's written decision. The appeal to the Board must be in writing and provide the specific reasons the User objects to the Committee's decision.

If no timely appeal is filed, the Committee's decision will be presented to the Board for ratification and adoption as the final decision. Any sanctions are effective immediately after the Board issues its final decision.

### **APPEAL TO THE BOARD OF DIRECTORS**

The Board's review on appeal shall be limited to consideration of the documents, pictures, and written information presented to the Clubhouse Committee, the Committee's decision, and the objections raised in the User's appeal. The User may explain the specific objections raised in the appeal based on the information previously provided by the User to the Committee. The Board may request an explanation from the Committee and the MOD and staff regarding the Committee's decision and the issues raised in the appeal by the User.

Based on the User's specific objections provided in the appeal, the Board of Directors may determine that there was no violation, ratify and adopt the Committee's decision, or return the matter to the Committee for reconsideration.

The Board will provide its decision in writing to the User. Any sanctions are effective immediately after the Board issues its final decision.

### ***UNCONTESTED NOV'S***

If no hearing was requested, the Committee will consider the allegations in the NOV and determine whether there was a violation and the appropriate penalty. In making its decision, the Committee may consider any additional information requested by the Committee or presented to the Committee by the MOD or staff. The Committee's decisions must be reasonable, based on applicable rules and policies, and consistent with prior decisions having the same or substantially similar issues. If the NOV was not contested and no hearing was held, no appeal may be made to the Board.

The Committee's decision will be presented to the Board for ratification and adoption as the final decision. The decision of the Committee will be provided to the User in writing. Any sanctions are effective immediately after the decision is provided to the User.

### **REPORTING COMMITTEE ACTIONS**

Whenever there has been an action by the Clubhouse Committee regarding any NOV, there will be a report presented within 30 days to the Board of Directors.

### **EFFECTIVE DATE**

The effective date of these standards and procedures is April 1, 2019. These standards and procedures apply to all violations pending on the effective date after reasonable notice is provided to any affected Members.



# Clubhouse Rules

*Adopted by the Board of Directors on January 29, 2019  
Revisions made effective by the Board of Directors on April 1, 2021*

## I. INTRODUCTION

### A. **The Positive Impact of the Mt. Park Clubhouse**

The amenities of the Clubhouse provide a positive impact for all users on both a social and physical level. To ensure that we maintain this positive impact, it is necessary to have rules and guidelines. The intent is to guarantee an environment that enhances the lives of all users. These rules are not intended to diminish the positive experience but are put in place to guarantee its existence.

### B. **Definitions**

“**Member**” shall mean every person or entity which holds membership in the Association as defined in Article III Section I of the Declaration of Restrictions of the Mountain Park HOA.

“**User**” shall mean any person who qualifies under User guidelines discussed in Section III below. A User is entitled to enjoy all the privileges and facilities of the Clubhouse, tennis courts and all other outside space adjacent to the Clubhouse building (collectively, “Clubhouse”), subject to the restrictions contained in the Codes, Covenants and Restrictions of Mountain Park Corporation and these Clubhouse Rules. The Clubhouse Rules have been established for the comfort, safety and enjoyment of all Clubhouse Users.

### C. **Topics:**

- Introduction (Section I)
- Compliance with Clubhouse Rules (Section II)
- Clubhouse Authorized Users (Section III)
- Clubhouse (Section IV)
- General Rules (Section V)
- Facilities (Section VI)
- Emergency Procedures (Section VII)
- Rule Violations (Section VIII)

## II. COMPLIANCE WITH CLUBHOUSE RULES

- A. All Users are expected to understand and follow Clubhouse rules. These rules govern each User’s conduct while on Clubhouse premises, when participating in MPHOA sponsored activities and events outside the Clubhouse.
- B. Users are encouraged to report any violation by a User to Clubhouse management. While Clubhouse Users may politely remind fellow Users of Clubhouse rules, Users should not confront



fellow Users for infractions they observe and should instead enlist the assistance of Clubhouse staff.

- C. If a User violates a Clubhouse rule, Clubhouse personnel will bring the infraction to the attention of the User. The User may be referred to the Clubhouse Committee for review and possible sanction.
- D. Clubhouse management is authorized to remove any User from Clubhouse premises or activities for a reasonable time for conduct that is in violation of the Rules after receiving an initial warning. Clubhouse management may, in its judgment, remove any User without warning if their conduct threatens the immediate safety of any User(s), Staff, or MPHOA property.
- E. A full set of Clubhouse Rules is available on the Mountain Park website. If requested, User(s) will be provided hard copies of the Rules.
- F. **Disclaimer** - Users are required to sign a release and acknowledgement before using the Clubhouse, which includes the agreement to abide by the Mountain Park Clubhouse Rules and understanding that there are inherent risks with certain facilities in the Clubhouse. Unauthorized use or misuse of the Clubcard, may result in loss of Clubhouse privileges as well as civil and/or criminal prosecution.

### III. CLUBHOUSE AUTHORIZED USERS

#### A. **Types of Clubhouse Authorized Users**

##### 1. OWNER

The annual dues for ownership in Mountain Park include one household use of the Clubhouse.

**Classification:** The deed holder – or deed holders -- (each is an “Owner” and collectively, the “Owners”) of the Mountain Park property who holds the right to enjoyment of the Clubhouse included in the annual dues. Owners have the right to use the Clubhouse unless the Owner no longer is a resident in the Mountain Park property and the Owner transfers the right to use the Clubhouse to a tenant. Members of dues-paying households within Mountain Park qualify for membership under this classification as long as they are residents of Mountain Park.

A valid picture identification and proof of residency is required to register for Clubhouse membership.

**Expiration of Usage of Rights:** Transfer of the deed or transfer of clubhouse rights to a tenant after becoming a non-resident.

## 2. TENANT

Classification: A person who resides in a Mountain Park property owned by Owner who has transferred their right of enjoyment; person(s) who resides in an apartment and is registered by the apartment manager of the complex where the person resides; a person residing in Mountain Park property with Owner or Tenant.

A valid picture identification, and proof of residency is required to register for Clubhouse membership and a copy of their lease.

Expiration of Usage of Rights: Removal of right of enjoyment by Owner; deletion from registration by the apartment manager, or deletion of registration by the Tenant

## 3. PATRON

Classification: A person who is not a Mountain Park resident who subscribes to a month-to-month program giving them rights of access to the Clubhouse. Patron members are Users as long as their membership is active. A valid picture ID and proof of residency are required for all those 18 and over. Patrons under the age of 18 require a parent or guardian signature.

Expiration of Rights of Usage: Upon termination of membership or non-payment.

## 4. TRIAL PATRON

This trial is valid for the duration of seven days. The start date of the trial is the day that the application form is submitted and the fee is as set out in the Appendix 1 is paid to Member Services. The trial will expire at closing on the seventh day after the start date. Only one trial can be issued for one person per lifetime. Trial Patrons are not considered to be members of the Clubhouse and therefore cannot bring guests to the facility. Trial Patrons must comply with all Clubhouse rules. Failure to comply will result in the termination of their trial at any point within the seven days and the Trial Patron will not receive a full or partial refund of their fee.

## 5. GUEST

### Day Guest

Classification: A person who accompanies the owner or tenant to the Clubhouse. Guests under 18 must have a waiver signed by a parent or legal guardian. A maximum of 6 day guests per household are allowed at any given time.

Expiration of Rights of Usage: Upon days end of the Day Guest Pass.

House Guest: A House Guest must live outside a 25-mile radius of Mountain Park. Maximum of 6 House Guests at any given time per household are allowed. Exceptions to the rule are on a case-by-case basis and must be approved by a manager. Passes for House Guests are limited to 6 consecutive months per calendar year.

Expiration of Rights of Usage: Upon expiration or non-payment of a new House Guest Pass.

Status Change of Authorized User: Users are responsible to provide MPOHA with accurate

and current personal information. Within 30 days of a status change, Users must notify MPHOA of any changes that require a change of Authorized User status as defined in the Clubhouse rules.

Clubcard: With the exception of Day Guests and House Guests, Users 3 years and older are required to obtain a Clubcard. Users scan or present their Clubcard upon entering the Clubhouse. Club cards are not transferable and may not be loaned. Lost Club cards will be replaced for a fee (set out on the attached Appendix 1). To enhance the efficiency of check in, Users are encouraged to bring their Clubcard on each visit. If a user fails to bring their Clubcard five (5) times within one (1) year, the User will be issued a new Clubcard and charged the fee for a Clubcard as shown on the attached Appendix 1.

Owners and Tenants on the Association's records must show a valid picture identification and proof of residency to obtain a Clubcard or, if a tenant is under 18 years of age, have an Owner or a parent or guardian signature. Owners and Tenants may request additional Club cards for any minor children residing with the Owner or Tenant. Patrons must show a valid picture ID and have a parent or guardian signature, if they are under 18 years of age, to obtain a Clubcard upon payment of Patron Fees.

#### Rights of Enjoyment

An Owner who has not transferred their membership rights of enjoyment may use all of the facilities of the Clubhouse provided their assessment accounts are current and the User is in good standing.

A Resident of Mountain Park who received a transfer of rights may use all of the facilities of the Mountain Park Clubhouse, provided the Member's assessment accounts are current and the Member is in good standing.

A Patron or Guest may not transfer rights of enjoyment.

### **B. Fees**

#### **SEE APPENDIX 1**

The Mountain Park CC&R's grant the Association the right to charge fees to use the Clubhouse. All Users will be charged fees according to the fee schedule approved from time to time by the Board of Directors.

### **C. Age Categories**

#### **For reasons related to safety, the following age categories will be used:**

**Ages 0-9:** Supervision required by a responsible person at all times. For purposes of these rules, the term "responsible person" means that the person is able, in his or her reasonable judgment, to ensure that the person being supervised is kept safe while in the Clubhouse. No one under the age of 14 is allowed to use fitness equipment per manufacturer's safety recommendations.

**Ages 10-13:** Use of Pools (when Lifeguards are present), Fitness Studios/Group Exercise, Sports Court, Game Room, Locker Rooms, Tennis Courts, and Common Areas of the clubhouse. No one under the age of 14 is allowed to use fitness equipment per manufacturer's safety recommendations.

**Ages 14 and above:** Use of Pool (when Lifeguards are not present), Hot Tub, Steam Room/Sauna, Fitness Studios/Group Exercise, Sport Court, Game Room, Locker Rooms, Tennis Courts, Weight/Cardio Room(s), and Common Areas of the clubhouse

#### **D. Caregivers**

This Section provides for special rules governing Clubhouse access and use by a person who is authorized by a User to assist and watch a User or a User's adult relative or child ("**Caregiver**"). The rules under this Section do not apply if the Caregiver is also a User by virtue of being an Owner, Tenant, Guest or Patron.

1. A Caregiver is permitted to bring Users into the Clubhouse for classes, events and activities but only with a valid Caregiver Registration Form filled out by User and Caregiver.
2. A Caregiver is not allowed to use the Clubhouse facilities unless it is necessary for the activity in which the User or User's adult relative or child is participating. The Caregiver is not allowed in the Clubhouse alone and may not bring guests into the Clubhouse.
3. A Caregiver will be added to User's record for a specific time period and may be renewed by the User for whom the Caregiver works for subsequent fixed time periods until the Caregiver's employment is terminated. It is the responsibility of the User to inform MPOHA when a Caregiver's employment has been terminated.
4. Caregiver registrations expire on the earlier of the date the fixed time period ends or the date of termination of Caregiver's employment.
5. Caregivers must check in at the Front Desk upon entry to the Clubhouse.

#### **IV. CLUBHOUSE**

- A. **Hours** - Regular hours of operation are posted on the Mountain Park website.

All Users must vacate the Clubhouse no later than the time of closure. Clubhouse hours are subject to change to accommodate holidays, natural disasters, widespread epidemics, government mandates, inclement weather, and other special occasions. Any changes to our normal operating hours will be posted to the website in a timely manner.

- B. **Holidays** - The Clubhouse observes holiday closures on New Year's Day, Thanksgiving Day and Christmas Day. Additional closures or reduction in operating hours may occur. Contact the Clubhouse for further information.

- C. **Inclement Weather** - Every effort is made to keep the Clubhouse open in inclement weather. In the event that inclement weather prevents the Clubhouse from opening or restricts operating hours, a notice will appear on the Association's website, social media and the main phone line will be updated with a message.
- D. **Entering/Leaving the Clubhouse** - Users are required to register or scan their own valid Clubcard upon entering the Clubhouse. Users must enter and leave via the main entrance.

## V. **GENERAL RULES**

### A. **Mountain Park Homeowners Association Code of Civility**

Mountain Park was founded on the principles of creating a vibrant, diverse, social and natural environment that would thrive and serve generations. We honor those values by affirming the expectations core to the heart of our community.

We aspire to be:

- A safe, secure, sustainable community free from adverse living or working conditions
- An environment in which all residents, guests, members and staff are mutually respected, regardless of age, gender, race or religion
- A community built on responsible and healthy attitudes, actions and interactions
- A community that models individual accountability in which every person is responsible for their own behavior, words and actions

#### ***The Vision for Mountain Park***

*Mountain Park will be recognized as a progressive and vibrant Homeowners Association with a diverse population of members, residents and staff working cooperatively in a healthy and sustainable community to provide a high quality of life.*

- B. **Alcoholic Beverages** - Consumption or possession of alcoholic beverages in the Clubhouse is prohibited except when being served at MPHOA sponsored events and as specifically authorized on an approved Clubhouse room rental contract.
- C. **Other Intoxicants** – Any substance which impairs the performance of a Clubhouse user is prohibited
- D. **Attire and Footwear**
1. Users should use their best judgment in their choice of attire for the public areas of the Clubhouse and consider safety and performance issues in their choice of athletic gear and footwear for physical activity.
  2. Shirts and shoes are required at all times in all areas except when transitioning between the locker rooms and aquatics area.

3. Always wear closed-toed athletic shoes in the fitness center and when participating in any sport or group fitness class. If participating in group fitness classes such as yoga or Pilates, which are performed barefoot, wear shoes to and from the studio.
4. When in fitness areas, wear shoes designed for court play with non-marking soles.
5. Exercise attire should not be overly revealing, and fabrics or accessories should not cause damage to the upholstery on fitness equipment.
6. Swimwear is appropriate only in the aquatics area and locker rooms.

#### **E. Cameras**

1. Photographic imaging or video recording is prohibited in the following areas: family changing rooms, locker rooms, restrooms, saunas, steam rooms, hot tub, swimming pools, balconies, and pool decks.
2. Personal photography or video recording is permitted in other areas of the Clubhouse for personal use, or a specific MPOA purpose and with the permission of the subject.
3. Non-Users and organizations filming or photographing in the Clubhouse must obtain prior approval from the Executive Director.

#### **F. Cancellations of Programs and Classes**

1. Personal Training and Private Swim Lesson cancellations require a 24-hour notice. Refunds will not be given for “no shows” or cancellations the day of the session.
2. Group Swim Lessons, Camps, and month-long programs require a 2-week cancellation notice prior to the start date of the session to receive a refund/credit.
3. Refunds may be given upon receiving written notification from a medical practitioner. Refunds, for any reason, will only be given within 3 months from the date of purchase. No refunds will be given after 3 months.
4. MPOA reserves the right to cancel programs and classes due to low participation. Registered Users will be notified of changes and will receive a full reimbursement for cancellation of paid programs and classes.
5. There are no refunds for unexpected pool closures.
6. Programs and classes that require a reservation have a no-show policy. If you are a no-show for your appointment 2 times within a month, you will not be allowed to book for the following week and we will cancel any existing appointments you might already have in our system.

#### **G. Cell Phones/Electronic Devices**

1. All phones/electronic devices must be used with headphones if music or recorded audio is to

be used to accompany workout routines in the weight/cardio rooms. Texting and sending/receiving email messages is permitted except in areas referred to below.

2. Use of cell phone or similar device is strictly prohibited in the locker rooms, saunas, steam rooms, family changing rooms, restrooms, pool deck, pool patios, and fitness studios during classes. Users may use their cell phones/electronic devices in areas of the Clubhouse not listed in line 2 above, such as the lobby and amenity rooms on the main level of the Clubhouse. Users should exhibit common courtesy to those around them.

**H. Inappropriate Behavior**- Inappropriate, offensive, potentially dangerous, or illegal behavior is not permitted. Inappropriate behavior also includes disregard in following the Clubhouse Rules as well as abuse of members and staff. Abuse of members and staff includes but is not limited to a verbal or nonverbal offense, inappropriate gestures or threatening language as well as bullying. Bullying is a form of abuse that threatens our commitment to provide a safe and mentally healthy Clubhouse environment. Bullying is defined as unwelcomed or unreasonable behavior that demeans, intimidates, or humiliates an individual or group.

Sexual misconduct is defined as harassment or unwelcome attention of a sexual nature. It includes a range of behavior from mild transgressions and annoyances to serious abuses, which can even involve forced sexual activity.

This is your Clubhouse and your assistance in identifying and reporting inappropriate behavior is greatly appreciated.

**I. Other Prohibited Behavior**: Illegal behavior or behavior that compromises the safety of staff or other Users is prohibited. Examples include but are not limited to theft, destruction of property, weapons on property, misuse of equipment that compromises safety and drug dealing.

**J. Glass & Ceramic Items**

1. Glass and ceramic items, including glasses, cups, dishes, and water bottles, are permitted only in the upstairs lobby and amenities rooms.
2. Glass and ceramic items are not permitted in restrooms, the pool observation deck, and all areas on the lower level of the clubhouse and decks.

**K. Lost & Found** - Mountain Park is not responsible for unattended personal items. Lost & found items are held for a maximum of 30 days, after which Mountain Park will donate or recycle all unclaimed items. Valuables with personal information (e.g., wallets, ID's, credit cards) are kept in a secure location. If possible, Mountain Park will attempt to contact the owner via phone or e-mail. Perishable items such as food and personal care items will be disposed of immediately. Contact the front desk for assistance in claiming your lost articles.

**L. Music Devices** -Users may use personal music devices with headphones while in the Clubhouse, except in the aquatics area. Stereos and radios are not permitted.

## **M. Parking**

1. Restricted Clubhouse parking areas include fire lanes, employee parking area and designated loading zones. Parking is not permitted at any time in the red fire lanes, and misuse of the loading zone areas is not allowed. Overnight parking is not permitted on any property owned by MPHOA and will result in being towed at owner's expense.
2. MPHOA is not responsible for damage or loss that may occur to vehicles or their contents while in the parking area. Users are encouraged to remove valuables from and lock their vehicles.
3. Bicycles must be parked in designated areas and may not be locked to any railing of the Clubhouse.

## **N. Personal Belongings**

1. Users are discouraged from bringing valuables into the Clubhouse. MPHOA and personnel are not responsible for lost or damaged items.
2. Day Use Lockers are available for personal belongings and should be kept locked while using the Clubhouse.

- O. Pets** - Pets are not allowed in any area of the Clubhouse; this includes being tied up outside or left in vehicles unattended for more than 5 minutes.

**1. Service Animals**- The Americans with Disabilities Act (ADA) provides protections to people with disabilities accompanied by a Service Animal. A Service Animal, which can only be a dog, is allowed within the Clubhouse unless doing so has a negative impact on our safe operations. The law does not provide the same protections for an emotional support animal. Service Animals are allowed even if other patrons have allergies or express a fear of dogs. However, Service Animals can be removed if they are out of control (behaving violently) or not housebroken. If these conditions occur, the clubhouse manager may ask the individual to remove the animal.

- P. Recreational Devices** - Skateboards, roller blades, scooters and other such belongings are not allowed to be used in or around the Clubhouse. Use of remote-controlled devices are not permitted.

- Q. Smoking** - The Clubhouse is a smoke-free facility; smoking, including electronic cigarettes, is not permitted on Clubhouse premises, including the parking lot and surrounding common property.

- R. Surveillance Cameras** - Note that MPHOA has placed video cameras and recording equipment in designated areas of the Clubhouse. Those cameras will be recording activities in the areas.

- S. Solicitation** - We do not allow solicitation of any kind (i.e. charitable, religious, political, and business) by any Clubhouse User or personnel on MPHOA property. Outside materials may not be posted or distributed on Clubhouse property, unless authorized by management.

- T. Equipment and Furniture** - For safety reasons, equipment and furniture may only be moved by staff – with the exception of small personal equipment. If small personal equipment is moved, it must be returned to the original location after use.



## **VI. FACILITIES**

### **A. Aquatics – General Rules**

1. Mountain Park Personnel may stop any activity which may cause injury to or conflict with another User. For everyone's safety and enjoyment, running, pushing, dunking or general dangerous behavior in the pools or on the pool decks are not permitted.
2. All Users must wear appropriate swimwear. Cut-offs, thong suits, and cotton clothing, and denim are not permitted in the pools and hot tub.
3. Electronics, including cell phones, are not permitted in the indoor pool area.
4. All incontinent swimmers must wear swim incontinence products and/or rubber pants.
5. Users must refrain from profanity or excessive public displays of affection.
6. Only U.S. Coast Guard approved flotation devices securely attached to the body of the user are permitted. Inflatables, such as water wings and bubbles, are not allowed. Mt. Park provides Coast Guard approved life jackets for use. Users using Coast Guard approved flotation devices are strongly recommended to have direct supervision by a responsible person
7. State Health Regulations require all Users to shower and rinse off all suntan oils or lotions before entering the pools or hot tub.
8. Diving into the pool is only allowed in the 7-foot-deep section of the lap pool. Entrance into the pool, except for ladders, must be done in a forward-facing manner. The following activities are not permitted: Flipping, jumping backwards, spinning off the edge of the pool, standing or sitting on the shoulders of another user, excessive breath holding and hypoxic training, or swimming the length of the pool under water.
9. Mountain Park pool equipment is available for all Users if used properly.
10. Keep personal belongings (other than towel/swim gear) in the locker rooms and not on the pool deck. Towels, swim gear or anything brought onto pool deck must be stored in provided storage spaces. The facility is not responsible for lost or stolen items.
11. Do not stand on, sit on, or move the lane lines at any time.
12. Lap lanes are for continuous lap swimming. When lap pool is busy, swimmers must share lap lanes and should circle swim.
13. Users wearing adhesive bandages or those with skin infections, open wounds, or any communicable diseases that are easily transferable through the water may not enter the pool.
14. Use of gum, alcohol, tobacco products, food and drink are not allowed on the pool deck. Liquids in a shatter-proof container are permitted. Non-shatter proof containers are strictly

forbidden on the pool deck or patio.

15. Mountain Park reserves the right to schedule programming (group fitness classes, swim lessons, birthday parties, camps, summer events, etc.) or private rentals in the pool area at any time with or without notice.
16. Per State Health Regulations, no person suffering from a communicable disease transmissible via water or under the influence of an intoxicating liquor or drug shall use the aquatics area. Individuals who are or appear to be under the influence of mind-altering substances will be asked to leave the facilities immediately and may be referred to other authorities for further action.
17. Per State Health Regulations no animals may enter the water at any time.
18. MPHOA employs a team of trained instructors to provide our Users with safe health and fitness training; therefore, instruction or training by unauthorized personnel is prohibited.
19. The center wall separating the lap and leisure pools is not to be used unless directed by MPHOA staff.
20. Climbing, sitting, standing, kneeling on the center white walls in the leisure pool is not allowed.
21. Users requiring assistance with dressing/undressing, showering, and entering/exiting the pools must be accompanied by a responsible person. For safety and liability reasons, lifeguards and staff are prohibited assisting with these functions.
22. Violations of any rules, regulations, policies, or codes of conduct may result in removal from the clubhouse for the day. Such determination shall be made by the MPHOA management staff and/or the Clubhouse Committee.
23. There are no refunds for unexpected pool closures.
24. Lifeguards have final say in all matters when enforcing rules.

## **B. Aquatics - Outdoor Pool Patios**

1. Entry or exit through outdoor gate or climbing over the fence is not permitted.
2. Food and non-alcoholic beverages are permitted. Liquids in a shatter-proof container are permitted.
3. Gum, alcohol, tobacco products, smoking (including e-cigarettes) or smokeless tobacco is not permitted in or on the pool patios.
4. Stereos and radios are not permitted, but personal listening devices with headphones are permitted.

### **C. Aquatics - Water Slide**

1. All riders must be at least 48" tall, per manufacturer recommendations. Maximum rider weight is 300 pounds, per manufacturer recommendations.
2. All riders must go down the waterslide feet first in a seated or lying down position.
3. Riders must await lifeguard instruction before starting down the waterslide.
4. Only one rider at a time is permitted on the waterslide. No running, standing, kneeling, rotating, tumbling, propelling yourself in the ride or stopping in the slide. Vacate the area in front of the waterslide promptly after entering the water.
5. No goggles, tubes, mats, or life jackets are permitted on the waterslide.
6. No combs or foreign objects are allowed in pockets while riding the waterslide. Only approved swimsuits allowed.
7. The line should form on the deck and remain waiting at the bottom of the stairs until guided by a lifeguard and the previous user has exited the slide.
8. Riders who are not in good health or who are pregnant are encouraged to consult with a medical professional per manufacturer recommendations.
9. Stay off the waterslide when closed. If the gate is closed, the waterslide cannot be used.

### **D. Aquatics - Hot Tub**

1. All Users must shower before entering the hot tub.
2. Per State Health Regulations, no one under the age of 14 can enter the hot tub without supervision by a responsible person.
3. Submerging under water, splashing, and swimming in the hot tub is not permitted.
4. Inner tubes, toys, noodles and fitness equipment are not permitted in the hot tub.
5. The hot tub is used for relaxation and therapy. Be respectful of everyone using the hot tub. No more than 18 people are permitted in the hot tub at a time. Be courteous if people are waiting.
6. Users are encouraged to consult with a medical professional per manufacturer recommendations before entering the hot tub.
7. State regulations and instructions for use will be posted near the hot tub. Read the instructions fully and carefully prior to use.

## **E. Sports Court**

1. Unless participating in a MPHOA sponsored and supervised event, Users must be at least 10 years old to use the Sports Court without supervision. Users under the age of 10 must be supervised by a responsible person while using the Sports Court.
2. Beverages in shatter proof, non-spill containers are required in the gym; no food, candy or gum. To protect the wooden gym floor surface, non-marking athletic shoes are required.
3. Any equipment provided by MPHOA may not leave the gym or facility.
4. All items used on the Sports Court should be indoor-approved and left to final approval of MPHOA staff. Users shall be responsible for the condition of equipment after use.
5. Use of a locker to store your athletic bags or other personal items is required.
6. Do not hang on the basketball rims or volleyball nets. No dunking is permitted.
7. Kicking balls is only permitted against walls that are brick.
8. The posted Sport Court schedule must be followed. The Sports Court is a multi-purpose area hosting many sports and activities, which must share court time.
9. MPHOA reserves the right to schedule programming (leagues, tournaments, camps, etc.) or private rentals in the Sports Court area at any time with or without notice.
10. MPHOA employs a team of trained instructors to provide our Users with safe health and fitness training; therefore, instruction or training by unauthorized personnel is prohibited.
11. Any abuse or misconduct will lead to disciplinary action up to the loss of use of the Sports Court and/or Clubhouse.
12. Clubhouse staff may use the sport court divider at their discretion. Members are not allowed to move the court dividers.
13. Climbing or pulling on sport court divider is not allowed.

## **F. Weight/Cardio Rooms & Equipment**

1. Due to limited space and reasons related to safety, Users should only enter the Weight/Cardio Rooms if using the equipment for exercise.
2. Users using the weight room need to be in appropriate gym attire, which includes closed-toed shoes and clothing that allows movement, including shirts.
3. To ensure safety, no one under the age of 14 is allowed in the Weight/Cardio Room. No one under the age of 14 is allowed to use equipment per manufacturer's safety recommendations.

4. Beverages in shatter proof, non-spill containers are permitted in the Weight/Cardio room; no food, candy or gum.
5. Use of a locker to store your athletic bags or other personal items is required.
6. Orientations are recommended for all new Users of the Weight/Cardio rooms. The orientation will cover proper gym etiquette, safety procedures, and instruction on how to use equipment correctly.
7. When others are waiting, Users must adhere to a 30-minute time limit on equipment.
8. The Clubhouse provides assorted magazines and newspapers for those interested in reading while using the exercise equipment. Return reading materials to the magazine racks after use.
9. Return all cardio equipment to zero speed and elevation (where applicable) after use. Never exit a treadmill with the belt still moving, or step onto a treadmill with a moving belt.
10. Perform weightlifting exercises properly, safely, and under control at all times. Do not drop or slam weights.
11. Users must refrain from loud grunting and/or yelling.
12. Users must wipe off equipment after use. Paper towels and sanitizing spray are provided. All equipment is to be returned to correct storage location after use.
13. When performing more than one set on weight equipment, allow others to work in between your sets. No Fitness equipment (i.e. dumbbells, physio balls, stretching mats, etc.) may be taken to other parts of the clubhouse.
14. MPHOA employs a team of trained instructors to provide our Users with safe fitness training; therefore, instruction or training by unauthorized personnel is prohibited. If you are unfamiliar with any piece of equipment, ask a staff member for help.
15. Refrain from sitting on equipment unless you are using the equipment. Fitness equipment brought in from outside the Clubhouse is strictly forbidden. For safety reasons and courtesy to other members, weight machines should be used for working out not for breaks or cell phone use.
16. For safety reasons, stretching and floor-work is to be done in un-used studios and functional training area outside of Studio One.

**G. Fitness Studios/Group Exercise**

1. Users using the fitness studios need to be in proper attire suitable to the class taking place in the rooms. If there are any questions on what proper attire for a class is, please ask the instructor or fitness staff.
2. Private usage of the stereo/sound system is not permitted.

3. All personal belongings must be stored in a locker during use of the studios. Only towels, shatter proof, non-spill water bottles and equipment for the class are allowed in the studio at all times.
4. All strength and studio equipment are to be returned to their correct storage locations and cleaned after use.
5. Slam balls/Medicine balls are NOT permitted for use in Studio 2.
6. Classes will be taught by a qualified Mt. Park employee. In case of illness, or emergency; a replacement instructor will be found or members will be informed of cancellation.
7. During class times, the fitness studios are reserved for use by the class participants only.
8. If a class requires registration, users must register in person.
9. Wait for a class in progress to officially end before entering the studio for the next class.
10. When Users arrive for class, they may set up their own equipment (step, mat, etc.), but they may not save a space or set up for another User.
11. Be prompt for class. For safety reasons, do not enter a class more than ten minutes late. If Users are late, they should not interrupt the flow of the class and should take responsibility for their own warm-up.
12. Follow the instructor's direction and the class format, with allowances for modifications due to physical limitations or fitness levels.
13. As a courtesy to the instructor and fellow Users, do not engage in long or loud conversations during class.
14. If a User is just beginning an exercise program or has any medical concerns, they should inform their instructor prior to class.
15. The group exercise classes may be added, cancelled or shortened due to participation and feedback. Notice of changes will be posted in advance.
16. MPHQA employs a team of trained instructors to provide Users with safe fitness training; therefore, instruction or training by unauthorized personnel is prohibited.
17. Any abuse or misconduct will lead to disciplinary action up to loss of use of fitness studios and/or clubhouse.

#### **H. Game Room**

1. The Game Room is for all Users, but those under the age of 10 must be supervised by a responsible person at all times.
2. If someone is waiting, be courteous and limit use of all games and equipment to 30-minutes.

3. No excessive yelling, running, or dangerous activities that threaten the immediate safety of Users, Staff, and Property are allowed.
4. Users must be fully dry prior to entering the game room because of slipping hazards. Removal of any items located in the Game Room must be approved and completed by MPHOA Staff.
5. Game Room equipment may be checked out at the Front Desk. Clubcard or ID card is required. Users shall be responsible for the condition of equipment; fees for unreturned or damaged equipment may be assessed.
6. MPHOA reserves the right to schedule programming (leagues, tournaments, camps, etc.) or private rentals in the Game Room with or without notice. Ping Pong requires advanced reservations for a time slot of 1 Hour. No back-to-back reservations allowed. Clubcard or ID is required to check out ping pong equipment.
7. Beverages in shatter proof, non-spill containers are permitted in the Game Room. Food will be allowed per Mt. Park Staff approval and must be fully cleaned up before leaving the Game Room.
8. Lights are not to be turned off during hours of operation.
9. Any abuse or misconduct will lead to disciplinary action up to loss of use of the Game Room and Clubhouse.

#### **I. Locker Rooms & Lockers**

1. Children over the age of 5 must use the gender appropriate bathrooms and locker rooms.
2. Day use lockers are offered on a first come, first served basis. Locks and locker contents must be removed daily prior to Clubhouse closure. Users need to bring their own locks. Locks left on lockers past closing time will be cut off. Lockers are available to rent on a monthly basis. Check in at the front desk for more information.
3. Be considerate of others waiting when using the showers, restroom stalls or hair dryers. Do not use the restroom stalls as changing booths.
4. Refrain from using personal hygiene products that may create strong odors, spills and stains.
5. A towel must be used when coming into contact with locker room seating surfaces.
6. The application of foot powder and hair dye are prohibited.

#### **J. Family Changing Rooms**

1. Limit of 20 minutes is recommended to reduce wait times for others in need of using the facilities. Lock door for privacy.

2. All belongings must be placed in a locker after using the Family Changing Room.
3. Refrain from using personal hygiene products that may create strong odors, spills and stains.

**K. Steam and Sauna Rooms**

1. Located in the locker rooms, the steam and sauna rooms, for safety reasons, require supervision by a responsible person for Users under the age of 14.
2. Anyone using the steam/sauna rooms should be in good physical health and are encouraged to consult with a physician before using the steam/sauna rooms.
3. Anyone using these rooms must use a towel when coming in contact with any seating surfaces.
4. Instructions for usage of both the steam and sauna rooms are posted outside each entrance. Read the instructions carefully prior to use.
5. No food, gum or drink other than water may be brought into the steam and sauna rooms. Water containers brought into the steam or sauna room must be shatter proof.
6. No personal hygiene products or procedures are allowed in the sauna and steam rooms. This includes but is not limited to: shaving, brushing hair, dressing, brushing teeth.
7. The steam and sauna rooms must not be used as a clothes dryer or changing facility.
8. Water or other liquids are not to be poured on the sauna rocks as this will damage the heating element. Please consult an employee if the temperature does not seem hot enough.
9. Tampering with or covering up of the thermostats or vents in the steam or sauna rooms will result in immediate loss of Clubhouse privileges.
10. To enhance privacy, no cell phones or electronic devices are allowed in the Sauna/Steam Rooms at any time.
11. The use of essential oils within the steam/sauna rooms is prohibited.

**L. Room Rentals** - Rooms are available to Users to rent for private functions and scheduled community events. Contact our events manager for pricing and availability.

**M. Tennis Courts** - There is one double court in Mountain Park. It is located on Jefferson Parkway just north of the Clubhouse.

**ACCESS TO USE TENNIS COURTS:**

1. The tennis courts are for the exclusive use of Mt. Park Homeowners Association members and their guests.
2. Members may reserve up to 90 minutes (in 30-minute increments). Back-to-back reservations are not allowed. If a reservation cannot be kept, call the Clubhouse. Reservations may be



cancelled if players are more than 10 minutes late. Tennis court reservations are available online using the Mountain Park website.

3. The tennis courts gate has a code which is needed to enter the tennis courts. The code will be provided during online registrations. The code will change from time to time. Please do not give the code to members and guests who have not registered. Please make sure the tennis court gate remains closed at all times.

### **RULES FOR USE OF THE TENNIS COURTS:**

1. No food or glass containers allowed on the courts. Alcohol is not permitted on the courts. Smoking is not permitted on the courts.
2. Volleying against the fence is not permitted.
3. For safety purposes, spectators must be seated when in the court area.
4. Courts must be relinquished to the next reservation.
5. Pets are not permitted on the tennis courts.
6. Skateboards, bicycles, roller blades, scooters and other such recreational devices are not allowed to be used in, or around the tennis courts. Use of remote-controlled devices is not permitted.
7. Seasonal closure and reopening of tennis courts will be at management's discretion.
8. Children under (10) years of age should be accompanied by a responsible person when using the courts.
9. Members are responsible for the actions of their children and guests.

## **VII. EMERGENCY PROCEDURES**

- A. Your safety is our first concern. Take a moment to review these emergency procedures. If you witness an emergency or accident, advise personnel immediately.
- B. If a User becomes injured while at MPHQA, club personnel are not permitted to provide transport. MPHQA reserves the right to call emergency rescue services.
- C. In the event of a facility-wide emergency (i.e. fire, bomb threat, earthquake, etc.) we require the cooperation of all Users in the Clubhouse to follow the direction of Clubhouse personnel and to evacuate the building immediately, if requested to do so.
- D. Each room has posted Evacuation Maps.

## **VIII. RULE VIOLATIONS**

- A. Users found in violation of the rules and regulations set forth herein, found vandalizing Mt. Park

properties, or exhibiting inappropriate behavior, may be subject to suspension from the Clubhouse and/or other privileges, and will be liable for damages.

- B.** The Executive Director or a designated staff member can respond immediately to a violation by imposing a sanction when the severity warrants such action. A detailed report of all violations will be made available to the Clubhouse Committee for further review of the incident.
- C.** Violations that could constitute a criminal act will be reported to authorities.
- D.** The Clubhouse Rules are subject to revision at any time.

## **APPENDIX 1**

### **MPHOA Rate Sheet for Rights of Usage—Effective April 1, 2019**

Owner:	no additional charges
Tenant:	no additional charges
Patron:	call Clubhouse for more information
Trial Patron Pass	\$20.00 for a one-time 7-day period
Guest (day):	\$10.00 ages 3 and up for fitness day pass, no additional guest charges for social events. Six (6) guest maximum per day, per household.
Guest (house):	\$20.00 per week, for each house guest; or \$50.00 per month. Six (6) house guest maximum per household.
Lost/Replaced Clubhouse Card:	\$5 per card.
Homeowner Guest Pass Amenity	Each property owner (one per address), shall receive 6 complimentary guest passes every 6 months of the calendar year, which will expire at the end of the six-month period, and are not transferable.

## **APPENDIX 2**

### **PENALTY SCHEDULE**

#### **I. Standard Penalties**

For purposes of determining what constitutes an “offense” under this penalty schedule, an offense is defined as an act or omission that violates any Clubhouse Rule. Under each category there are progressive penalties for subsequent, discrete violations of the Committee’s rules. Category 1 violations include all rules enforced by the Clubhouse Committee, except for **Rule I, Section V, Other Prohibited Behavior**. Category 2 violations include **Rule I, Section V, Other Prohibited Behavior**.

##### **Category 1 Penalties:**

- First offense of any rule results in a Notice of Violation
- Second offense of any rule within a 12-month period may result in a 30-day suspension of membership

##### **Category 2 Penalties:**

- First offense results in a 30-day suspension of membership
- Second and subsequent offenses result in additional 30-day suspensions

#### **II. Legal Action**

The Association may seek legal remedies at any time.

#### **III. Reasons for Mitigating the Standard Penalty**

A User may have a penalty reduced for good cause. For mitigation of the penalty for good cause, the User must show the violation occurred because of unavoidable or excusable circumstances that were reasonably beyond the User’s control. The penalty also will be mitigated if the User corrects the violation prior to the Committee’s decision regarding the NOV.

#### **IV. Reasons for Aggravating the Standard Penalty**

Additional penalties will be assessed for on-going violations that are not corrected by the responsible Member as required by the Committee’s rules. Additional penalties may be assessed monthly, with notice and opportunity for hearing, until the on-going violation is corrected.



# Policies & Practices of the Common Property Committee

*Adopted by the Board of Directors on March 23, 2019  
Revisions made effective by the Board of Directors as of April 1, 2021*

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# Common Property Policies and Practices

Members and residents of Mountain Park Homeowners Association (MPHOA) share the rare beauty and benefits of 185 acres of natural woodlands, parks, trails, open spaces, playgrounds, monuments, and urban forest, known as Common Property (CP). The Landscape Stewardship Department's purpose is to manage this community resource for the safety, beauty, and enjoyment of all current and future residents. This document describes the policies, practices, standards, and rules that support the care of CP through the Landscape Stewardship Department's efforts to sustain Mountain Park as "Nature's Neighborhood."

The effective date of these policies, standards, and rules is April 1, 2019. Any violation matters pending on the effective date are subject to these standards, procedures, and prescribed penalties.

**If a Homeowner has a request, concern, or emergency that involves a street, sidewalk, or right-of way, please call the City of Lake Oswego at 503-635-0280; this includes fallen trees, blocked storm grates, and snow or ice related emergencies on streets, sidewalks, or right-of-ways.**

Mountain Park Home Owners Association will follow the rules, regulations and codes established by the City of Lake Oswego. Common Property policies are additions to City of Lake Oswego's codes and regulations.

## Objective

The objective of this document is to describe policies, practices, standards, rules, and enforcement procedures that have been adopted by the Board of Directors for Mountain Park Home Owners Association and that relate to management and regulation of the Common Property, including parks, trails, and other green spaces. Some other policies that may apply to the use of Common Property are presented in the Policy on Enforcement Control of the CC&Rs and Other Issues.

Mountain Park is comprised of private property (individual owners) and Common Property (owned by the MPHOA). The Landscape Stewardship Department's role is to manage and care for all aspects of Common Property. All private property landscaping and tree care is the responsibility of individual owners.

Therefore, it is helpful to note that the following conditions apply throughout this document:

1. The LSD staff respects the rights of private property owners and will not enter private property without the owner's permission.
2. The LSD directs all of their efforts toward CP concerns. Questions about private property will be referred to other resources. For example, the LSD will not mediate landscape or tree-related issues between private property owners. Disputes between private property owners will be referred to the MPHOA Compliance Officer, the MPHOA Executive Director, and/or the appropriate authorities with the City of Lake Oswego.
3. Residents with questions about private property trees will be referred to the City of Lake Oswego Planning Division Office for the appropriate procedures and permits for managing trees. All Mt. Park residents may email tree questions to the LO Planning Division Office ([Trees@lakeoswego.city](mailto:Trees@lakeoswego.city)), call 503-635-0290, or visit their website for more information: <https://www.ci.oswego.or.us/trees>.

Thank you for your cooperation and support of the Landscape Stewardship Department's crucial efforts to make Common Property a treasure for the enjoyment of all Mountain Park's residents.

## Authority

These policies, standards, rules, and procedures have been formally approved by a resolution and affirmative vote of the Board of Directors. The MPHOA Bylaws gives the Mountain Park Board of Directors the authority to implement policies governing use of the Common Property and to put in place an enforcement program where appropriate.

## 1. ENCROACHMENT ON COMMON PROPERTY

### 1.1 OVERVIEW

This policy is intended to clarify the Association's approach to limiting harmful encroachments onto Common Property. It does not create a right for any owner to maintain any type of encroachment, nor does it constitute a waiver of the Association's right to require the removal of any encroachment at any time and to exercise all legally available remedies for encroachments. This policy is further intended to affirm each owner's duty to be familiar with the property lines of their lot and confirms the unavailability of adverse possession of Common Property by an owner. Accordingly, by this policy any encroachment by an owner onto Common Property shall be deemed permissive, and such permission shall be revocable by the Board of Directors at any time unless otherwise agreed in writing.

An encroachment is an action that violates the property ownership rights of the Mountain Park Home Owners Association (Association). Encroachments deny all Mountain Park members equal access to Common Property, in violation of the CC&Rs. Accordingly, the placement of any structure or other hardscape on Common Property is prohibited.

See Section 10 regarding boulevard tree care and Section 15 for information on easements.

No modification of or landscaping on Common Property will be permitted unless there has been specific written approval by the Association. Modifications include the removal, addition, or alteration (e.g. trimming) of any vegetation on Common Property.

The Association treats encroachments on Common Property that are hardscape encroachments differently than encroachments that are plantings on Common Property within five feet of an adjacent owner's property line. The provisions applicable to these types of encroachments are found in Sections 1 and 2.

This policy is intended to replace the previous waiver program. The Association will grant extensions for removal of the encroachment for the period of time remaining on the previously granted waiver unless the waiver is revoked by the Association pursuant to the terms of the waiver. No new waivers shall be issued. Please see Section 2.2 for more information. Upon adoption of these provisions and in accordance with the Mountain Park CC&Rs, all encroachments, including encroachments that are subject to existing waivers, are subject to a Notice to Remove the Encroachment (NRE). The notice will require the removal of the encroaching structure(s) and any other hardscape and restoration of the Common Property to a condition acceptable to the Association at the homeowner's sole expense. The timeline for removal and restoration will be determined by the Association.

### 1.2 PROPERTY LINES

If there is uncertainty over boundaries of private property adjacent to Common Property, it is the homeowner's responsibility to provide evidence of his/her legal property boundaries. Please see Appendix H for City and County resources and records regarding property lines. **If there are questions or disputes, homeowners are responsible for obtaining a legal survey of their private property at the homeowners' sole expense.**

### 1.3 LANDSCAPING THAT ENCROACHES ON COMMON PROPERTY

Any landscaping encroachment by an adjacent property owner onto Common Property is limited to bulbs, annuals, perennials, and shrubs beyond the adjacent private property owner's property line. No trees may be planted, altered, or removed. Hardscape of any type is not permitted; this includes but is not limited to fences and other structures.

Landscaping encroachments may be permitted on Common Property located between the homeowner's property and the street adjacent to the Common Property and are subject to the same requirements and limitations on plantings and hardscape as provided in these rules.

Any modification of Common Property without prior approval is a violation subject to the penalties provided in the penalty schedule.

A homeowner who desires to landscape Common Property must submit a written request to the Landscape Stewardship Department (LSD) describing the area affected and the proposed modification. A Common Property Work Request (CPWR) must be submitted as part of the request. <http://mtparkhoa.com/wp-content/uploads/2019/08/CPWR.pdf>



The Common Property Committee will review all LSD-referred CPWR requests for landscape modifications and may approve or deny the request based on the information provided.

If the request is allowed, the Landscape Stewardship Department will require a written agreement from the homeowner to maintain the property as specified by the LSD and any other Association requirements.

Approval to modify or maintain Common Property may be rescinded at any time. The approval is not transferable upon sale or title transfer of the homeowner's property. New homeowners may apply with a written request to the Landscape Stewardship Department.

In no case will the granting of permission for the limited modification of Common Property constitute in any way the relinquishment of Association ownership of the Common Property. Homeowners will be required to acknowledge the Association's ownership of the affected Common Property in order to obtain permission to modify the Common Property.

**Notice: Homeowners cannot claim ownership of Common Property through adverse possession.**

#### 1.4 PREVIOUSLY APPROVED LANDSCAPING ON COMMON PROPERTY

Homeowners who have previously received approval from the Association to maintain landscaping on Common Property are required to follow the requirements provided in these provisions and maintain the Common Property in accordance with and under the supervision and guidelines established by the Landscape Stewardship Department and the Common Property Committee.

The approval by the Association to maintain Common Property is not transferable upon the homeowner's property sale or title transfer.

Previously approved permission for modification of Common Property does not constitute relinquishment of Association ownership of the subject Common Property. Homeowners will be required to acknowledge Association ownership in writing.

#### 1.5 RELINQUISHING MAINTENANCE OF COMMON PROPERTY

Except for the area between the property and the curb line, homeowners may elect to discontinue maintenance of Common Property adjacent to their property. Upon notice of this election by the homeowner, the previously approved landscaping will be restored to an acceptable condition as determined by the Landscape Stewardship Department and the Common Property Committee at the homeowners' sole expense. The Landscape Stewardship Department will resume maintenance of the affected Common Property. Future maintenance will adhere to updated Common Property maintenance standards and may include removal and replacement of existing landscaping. See Section X.2 of the MPOA CC&Rs.

### 2. ENCROACHMENT OF HARDSCAPE ON COMMON PROPERTY

Encroachment of any structure or other hardscape, such as fences, walls, structurally contained flower beds, porches, decks, buildings, pools, stairs, or water features, must be removed from the Common Property. Such hardscape encroachments, except as provided in these rules, are violations subject to the penalties provided in the penalty schedule.

Upon the determination of the Common Property Committee that there is an encroachment, the Compliance Manager will issue a Notice to Remove the Encroachment (NRE) that identifies the encroachment and the requirements for its removal.

The owner may request a hearing to dispute the determination that there is an encroachment and the requirements for its removal. The hearing will be held by the Common Property Committee according to the procedures provided for hearings and appeals regarding notices of violations.

#### 2.1 REMOVAL OF ENCROACHMENTS

An encroachment must be removed within 60 calendar days of the Notice to Remove Encroachment (NRE), but the time to remove the encroachment may be extended by the Association pursuant to section 2.2, if the property owner agrees to the following requirements and the terms of any time extension allowed by the Association.

- A) The owner acknowledges Association ownership of the subject Common Property.
- B) The owner signs documentation of insurance indemnification confirming that the Association is released from any legal liability regarding the property until the encroachment is removed. Such indemnification will require third-party insurance and must be specifically approved by the Association's Board of Directors.

Extensions of time to remove encroachments will not be granted if the encroachment impedes Association staff's access to Common Property unless an agreement acceptable to the Association is reached to accommodate access by staff.

**Notice: Hazardous encroachments must be removed immediately at the homeowner's sole expense.**

## 2.2 TIME EXTENSION FOR REMOVAL OF AN ENCROACHMENT

If requested by the owner, the time for removal of an encroachment may be extended for the following reasons:

- A) There is an existing waiver previously granted by the Association that has yet to expire.

The Association will extend the time for removal of the encroachment for the period of time remaining on the previously granted waiver unless the waiver is revoked by the Association pursuant to the terms of the waiver.

Upon the expiration or revocation of an existing waiver, no new waiver will be issued and the encroachment must be removed upon the termination of the waiver, unless the owner provides good cause for necessitating an extension of time to remove the encroachment as defined in section 2.2 B.

- B) If there is not a currently existing waiver regarding the encroachment, the Association may allow a time extension because of hardship, if the owner shows good cause for an extension of time to remove the encroachment.

Good cause means that the owner has failed to remove the encroachment because of unavoidable or excusable circumstances that were reasonably beyond the owner's control. Examples of good cause include 1) Delays that were not caused by the owner and were due to requirements of government entities and other Association committees. 2) Existing integral parts of the primary residence structure.

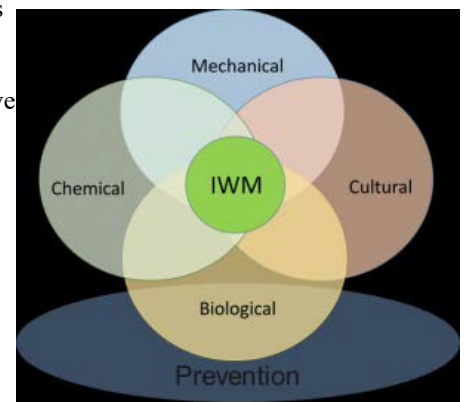
## 2.3 COSTS FOR REMOVAL OF HARDSCAPE ENCROACHMENTS

The owner of property adjacent to the encroachment must bear all liability and costs for the maintenance of the encroachment until it is removed, as well as all costs for the removal of the encroachment and restoration of the Common Property to standards approved by the LSD under the direction of the CPC.

## 3. Guidelines for Managing Invasive Plants on Common Property – Integrated Weed Management (IWM)

The Mountain Park Home Owners Association Common Property Master Plan has defined a priority task to manage invasive plants on the common property and throughout the community. The Landscape Stewardship Department is committed to use Integrated Weed Management (IWM) methods to control weeds and invasive plant species on Common Property. These practices include prevention, cultural tactics, mechanical, biological and chemical practices to achieve a particular management goal (see figure below). These methods follow Local, State and Federal regulations.

IWM is about using all options available — as well as the best practices — to effectively reduce or eliminate invasive weeds on CP as appropriate to various locations (e.g., parks, playgrounds, trails, natural areas, watershed sensitive lands, landscaped areas, etc.). For additional information, please refer to the 2019 Common Property Master Plan section on "Invasive Weeds."



As the CPC continues to research and learn about the best practices for managing invasive species and weed stop meet the needs of all involved (e.g., members, staff, and Board), the following criteria will be explored:

- a. Safety and Accessibility
- b. Cost and Financial

- c. Time to Implement
- d. Neighborhood/Member Impact
- e. Environmental Impact
- f. Compliance/Legal Impact
- g. Quality of Life Impact (tied to 2019 MPOA Board Strategic Plan)
- h. Sustainability and Maintenance

### 3.1 Prevention

The Landscape Stewardship Department actively monitors Common Property to stop and intercept new infestations of undesired plant species. Residents are encouraged to report their observations to the Department.

### 3.2 Cultural tactics

Cultural tactics are management techniques to provide competitive advantage for desired plants over weeds and other invasive species. These include soil preparation for plantings, site specific plant selection, timing of planting and mulching.

#### 3.2.1 Plant Selection

Choosing disease resistant, well adapted native and native equivalent plant species are the priority. Ornamental plants can be used – not exclusively – at high visibility locations.

#### 3.2.2 Mulching

Arborist woodchips are the preferred natural mulching material for Common Property. This material is used to rebuild soils, retain moisture, suppress weeds and provide nutrient source for plants. They are flame resistant compared to bark dust.

### 3.3 Mechanical weed removal and reduction

Methods used to disrupt the growth and survival of undesired plant species include: cultivation, tilling, flaming, steaming, hand weeding, weed trimming and mowing.

### 3.4 Biological methods

The Landscape Stewardship Department is investigating the possibility of using living organisms in weed and invasive plant species management.

### 3.5 Chemical methods

When necessary, chemical weed management methods will be used in accordance with the guidelines described in the 2019 Common Property Master Plan.

## **4 Invasive Plants Encroaching onto Common Property from Private Property**

It is important that no invasive species on private property encroach on to common property. The following policy defines specifically the requirements to prevent and control the spread of invasive plants on common property.

4.1 Mountain Park Home Owners Association does not restrict the planting of any species on private property, but does adhere to local, state, and federal regulations and plans to prevent and control the spread of invasive plant species.

4.2 Private property owners in Mountain Park will be responsible to assure that no invasive species currently on their property spreads onto common property. It is a violation to allow invasive species to encroach on to Common Property and private property owners shall be held responsible for not controlling their plantings. This is a Category 1 Violation (see Appendices A and B).

4.3 In the event that an invasive plant species — as defined in the Common Property Master Plan or Common Property Committee — spreads from a private property on to common property, the private property owner will be responsible for removal and restoration of the common property

involved. Mountain Park staff will notify the homeowner of an invasive plant issue and may advise the homeowner about corrective measures. If the property owner discovers the invasive species or is notified by the Landscape Stewardship Department of the violation, they shall restore the Common Property to an invasive species free area within a specific period of time as determined by the CPC, within three to six months.

4.4 If the private property owner does not remove the invasive plant species as described above, Mountain Park staff may take corrective measures to remove the species and charge the homeowner for associated costs based on the square feet of property involved. Failing to resolve this issue is a Category 1 Violation (please see Appendices A and B).

4.5 Corrective actions employed by Mountain Park staff and their decision to implement such actions are under the jurisdiction of the Common Property Committee and are not subject to further review.

## **5 Wildlife Management Rules**

Mountain Park has 185 acres of common property, some of which has been left in its natural state. There is also a significant amount of additional undeveloped land near the community. This land is home to an abundance of wildlife. The animals living around us are a normal part of the ecosystem and are for the most part beneficial. On occasion, however, animals and humans come into conflict, requiring intervention. The Association possesses no expertise in wildlife management. However, such expertise is available from government agencies such as the U.S. Department of Agriculture Wildlife Services (USDAWS). This policy is intended to define the role of the Association in dealing with wildlife issues.

The Landscape Stewardship Department will not poison, trap or otherwise eliminate wildlife on Common Property. Management of wildlife on Common Property will be left to appropriate government agencies. Because most of the conflict between urban wildlife and people is the result of human actions, the Association will maintain educational materials for residents on the Mountain Park website that illustrate how to minimize such conflict.

### **5.1 Moles, voles and gophers:**

As part of 'Nature's Neighborhood', the Landscape Stewardship Department will not poison, trap, or otherwise eliminate these animals on Common Property.

### **5.2 Squirrels, raccoons and other small mammals:**

No trapping or poisoning is performed by the Landscape Stewardship Department.

### **5.3 Coyotes, deer and other large animals:**

Residents reporting an animal in Mountain Park they deem to be a threat or nuisance will be directed to the City of Lake Oswego or the USDAWS. Investigation and management of the complaint will be left to the appropriate government agencies. At times, the agency handling a wildlife complaint may require the cooperation of the Association. For example, access to common property might be required to remove a problem animal. Access will be granted by the Landscape Stewardship Department. In general, the Association will follow the recommendations of agency wildlife experts but the Association is not bound by those recommendations. The Landscape Stewards have the authority to grant access to common property to government personnel working to resolve a wildlife complaint. The Association will not be responsible for any expenses incurred. If there are any charges, necessary financial arrangements must be made directly between the resident filing a complaint and the agency managing it.

### **5.4 Hornets, wasps, yellow jackets:**

The Landscape Stewardship Department will use OMRI certified pesticide to remove nuisance insects because they can pose a health hazard for sensitive individuals. Residents are encouraged to let the Department know if hives or nests are spotted on Common Property.

- 5.5 Nesting birds:  
Whenever possible, maintenance of nesting areas on CP will be scheduled during non-nesting season, which includes avoiding removal of problematic or invasive vegetation during these sensitive seasons. If a nest is found during maintenance work, the staff will establish a buffer and phase work around the nesting area.
- 5.6 Disturbing wildlife:  
Mountain Park HOA prohibits any person from using a weapon, stick, stone, or objects of any kind to destroy, injure, molest, or disturb any wild or domestic animal on Common Property. If a resident is observed or pictured doing so, it will be treated as a Category 1 Violation (please see Appendices A and B).
- 5.7 Feeding wildlife:  
It is also prohibited for any person to leave, place, or distribute foodstuff of any kind or nature on Common Property. If Mountain Park Staff finds or observes evidence of a resident feeding wildlife on CP (e.g., food scraps, bird seed, etc.), this will be considered a Category 1 Violation (please see Appendices A and B).

## **6 Common Property Usage Rules (Parks, Trails, and Open Spaces)**

The Mountain Park Home Owners Association's Common Property consists of 9 parks and more than 8 miles of trails. The following requirements are established to keep these areas enjoyable for all.

### **6.1 Homeowners, or their contractors, wishing to use a trail as an access point**

Homeowners, or their contractors, wishing to use a trail as an access point for a private project(i.e. landscaping, construction, tree work, etc.) must apply to the Landscape Stewardship Department a minimum of 7 days prior to the project start date.

- 6.1.1 Requests must include name and contact for an outside contractor, tree, landscape, or other company. Failure to apply for permission is a Category 2 Violation (please see Appendices A and B). Both the homeowner and the contractor responsible for damages caused on Common Property assets and any adjacent private property assets.
- 6.1.2 Damage to Common Property not repaired at the end of the project is a Category 2 Violation (please see Appendices A and B). The homeowner or contractor will be responsible for the fine plus the costs of the repair or restoration as determined by the Landscape Stewardship Department.
- 6.1.3 Violations and appeals will follow the Board-approved CPC or Governance process.

### **6.2 Bicycles**

Bicycle usage on trails is not permitted, with the exception of young children — under ten years of age — riding a balance bike or riding a bike with training wheels must be under the supervision of a responsible adult. This is a Category 1 Violation (please see Appendices A and B).

### **6.3 Use of alcohol**

Consumption of alcoholic beverages is prohibited within all parks, on trails, and in green spaces except as follows: During designated MPHOA Events in designated areas on Common Property. This is a Category 1 Violation (please see Appendices A and B).

### **6.4 Sound or noise**

- 6.4.1 No person shall cause or allow sound or noise on Common Property at a volume where the sound can be heard beyond the boundaries of said property.

- 6.4.2 Sound or noise, amplified or otherwise, must not violate the City of Lake Oswego's Code: 34.10.37 regarding "Loud or Disturbing Unnecessary Noise:" "It shall be unlawful for any person to create, assist in creating, permit, continue or permit the continuance of any unnecessary loud or disturbing noise in the City at any time of day." This is a Category 1 Violation (see Appendices A and B).

6.5 Trails are not for multipurpose use

- 6.5.1 Scooters, dirt bikes, or other motorized vehicles are not allowed on trails. This does not apply to Landscape Stewardship equipment or other maintenance vehicles. This is a Category 1 Violation (please see Appendices A and B).

6.6 Commercial activity: Only after approval by MPOA.

**7 Pets and Wildlife on Common Property**

The rules for domestic animals on Common Property follow the City of Lake Oswego's rules and regulations.

7.1 Animals on Common Property (Leash law and waste collection)

Dogs are not allowed on Common Property unless leashed and controlled by the owner or keeper at all times (LOC 31.02.120). There are no "off leash" areas within Mountain Park, except McNary Park (managed by the City of Lake Oswego) on the corner of McNary Parkway and Hidalgo Street.

- Pets are not allowed on Common Property unless leashed and controlled by the owner or keeper at all times. This is a Category 1 Violation (please see Appendices A and B).
- Outdoor cats are prolific hunters. They will kill beneficial birds on CP so residents are strongly encouraged to keep their cats indoors and/or use bells on their collars. Keeping cats indoors will protect them from local predators such as owls, coyotes and others.
- Pet owners must promptly remove and properly dispose of pet excrement or other solid waste. Failure to do so is a Category 1 Violation (please see Appendices A and B).
- Pet must be licensed and have current vaccinations, collar, and tags, pursuant to OR Revised Statutes 609.030 to 609.405.
- Pet owners must prevent their pets from annoying, molesting, attacking, or injuring any person or other animal, and are responsible for all damages associated with failing to do so. This is a Category 1 Violation (please see Appendices A and B).
- Pet owners are prohibited from tying up or leaving any animal unattended on common property. This is a Category 1 Violation (please see Appendices A and B).

7.2 Pets and wildlife

It is prohibited for any person to permit any dog or other pet in any area of Common Property to molest, disturb wildlife, including nesting or breeding places of any such wildlife. It is not permitted for any dog or other pet to enter any area that the Landscape Stewardship Department has posted. This is a Category 1 Violation (please see Appendices A and B).

## **8 Park Hours, Closures of Parks and Trails**

These rules apply for all parks within Mountain Park boundaries. Any park closures will be posted on the MPHOA website and in the Clubhouse.

### **8.1 Hours of operation**

All parks are open between 6:00am – 10:00pm daily. Use of the parks after hours is prohibited. This is a Category 1 Violation (please see Appendices A and B).

### **8.2 Discretionary closures**

Any part of any park or trail may be closed to the public by the Landscape Stewardship Department for the following reasons:

- If work performed by the Department requires it.
- Do not enter work areas because of dangerous conditions, work equipment, noise, dust, flying debris, falling limbs or trees.
- If park conditions create risk of harm to the public.
- If the usage would create a risk of harm to Common Property or natural/sensitive areas.
- If the closure is in the best interest of MPHOA.
- If weather conditions require it, such as high wind, snow, ice and others.
- If seasonal closure is warranted to protect turf areas.
- If the continued use could create or exacerbate fire hazard.

## **9 Smoking, Vaping, and the Use of Tobacco or Related Products on Common Property**

This rule applies to all 185 acres of Common Property, including the Clubhouse, parks, trails, open spaces and green belts within Mountain Park boundaries. All smoking in any form, including vaping, is prohibited on all Mountain Park Common Property. This is a Category 1 Violation (please see Appendices A and B).

## **10 Common Property Work Request Procedures**

The Landscape Stewardship Department manages Common Property throughout Mountain Park, including forests, parks, miles of walking trails, monuments, street-side beds and islands, and refined landscapes. As stewards, the Department strives to maintain and protect Mountain Park's natural resources, as well as cultivate functional and aesthetically pleasing landscapes throughout "Nature's Neighborhood."

### **10.1 CPWR procedures for Common Property, including small tree work or pruning** *(with less than five inches of trunk diameter at 4½ feet off the ground)*

Periodically, a Homeowner may wish to request that the Landscape Stewardship Department consider additional landscape-related care on Mountain Park Common Property. The Common Property Work Request (CPWR) is the way for the Homeowner to submit a request to the Landscape Stewardship Department for consideration. CPWR forms can be found on the MPHOA website or picked up at the Clubhouse.

Common Examples of CPWRs:

- Homeowner desires pruning or removal of trees less than 5 inches DBH (Trunk Diameter at Breast Height, which is 4½ feet off the ground) or other vegetation on adjacent Common Property.
- Homeowner wants to request permission from the Landscape Stewardship Department to do their own landscape-related activities on Common Property (within the limit of 5 feet).



- Homeowner notices repair work needed for MPHOA infrastructure on Common Property, such as a tunnel light not working or a bench in need of repair.

The CPWR is a request and the Landscape Stewardship Department may accept or decline the request depending on a number of factors including cost, compliance with MPHOA policies, procedures; City of Lake Oswego or other codes, input from neighbors, and the discretion of the Landscape Stewardship Department.

The Department will verify the common property/private property boundaries using a method that is consistent with the City of Lake Oswego's practices. Currently, this means using the Lake Oswego Interactive GIS Map (<https://www.ci.oswego.or.us/maps/interactive>).

If the request is for an action that primarily benefits the Homeowner, such as a request for vista pruning, the Homeowner will be responsible for all of the costs involved. If the vista pruning benefits multiple properties, the cost may be split among those Homeowners. If the CPWR is denied, the Homeowner may appeal to the Common Property Committee.

The normal procedure and time frame for acting on a Common Property Work Request follows:

- CPWR forms can be found on the MPHOA website or picked up at the Clubhouse. The CPWR can be submitted electronically or in hard copy addressed to the Landscape Stewardship Department.
- Map of the proposed work location must be included with the request. (City of Lake Oswego GIS Map: <https://www.ci.oswego.or.us/maps/interactive>).
- The Landscape Stewardship Department evaluates the request and will normally respond in no more than 30 days. The decision will be based on consideration of the appropriateness of the request, cost, schedule, compliance with codes and policies, and other factors concerning "property lines."
- Any question or dispute concerning "property lines" that can't be resolved through the use of the City of Lake Oswego GIS Map will require the following procedure. The owner will pay for a licensed land surveyor to determine the precise location of property boundaries and provide this map/report to the Landscape Stewardship Department.
- If a CPWR request involves tree removal, notification of at least two properties in each direction will take place.
- If the Landscape Stewardship Department concludes that the requested work must be paid for, in whole or in part, by the Homeowner, an estimate of the cost will be sent to the Homeowner for their consideration and agreement before work will begin.
- The scheduling of approved work will be done as soon as possible depending on the available resources of the Landscape Stewardship Department at the discretion of the Landscape Stewardship Director.

## **10.2 CPWR procedures and policies for large scale tree work or pruning on Common Property**

On the slopes of Mt. Sylvania, Mountain Park uniquely offers views of Portland and the Cascade Mountain Range to the north and east and the Willamette and Tualatin River valleys to the south and west. Within Mountain Park are 185 acres of Common Properties owned by the Mountain Park Home Owner's Association. While individual property owners are members of the Association, they do not have any direct ownership rights to the Common Properties.

The Common Properties have a rich ecosystem of vital landscapes ranging from natural areas including wetlands to parks and other cultivated areas. Trees are a vital asset of the Common Properties of Mountain Park, estimated at a cumulative value of over 23 million dollars. Homeowners desiring any tree modifications to the Common Properties must obtain approval via the submission of a Common Property Work Request and subsequent determination by the Landscape Stewardship Department (and, when necessary, the Common Property Committee). MPHOA accepts financial responsibility for pruning, removing, and mitigating trees that pose an unacceptable level of risk (as determined by an ISA Qualified Tree Risk Assessor). All other approved tree pruning or removing activities are the financial responsibility of the Requestor including permitting and mitigation tree planting.



Index:

- 10.2.1 What is Large Scale Tree Work?
- 10.2.1.1 Vista, Solar Access and Building Clearance Pruning
- 10.2.1.2 Routine Maintenance Pruning (Safety and Tree Health)
- 10.2.2 Tree removals (Dead, Diseased, Risk or Invasive)

**ALL ACTIVITIES DESCRIBED HEREIN ARE SUBJECT TO THE FOLLOWING:**

1. Consistent with the City of Lake Oswego's applicable rules and regulations, MPHOA does not guarantee the preservation of an EXISTING or PREVIOUS view.
2. MPHOA does not permit the establishment of a view where none existed at the time of house purchase by the Requestor.
3. Map of the proposed work location, with measurements, must be included with the request. (City of Lake Oswego GIS Map: <https://www.ci.oswego.or.us/maps/interactive>).
4. Any question or dispute concerning "property lines" that cannot be resolved through the use of the City of Lake Oswego GIS Map will require the following procedure: The owner will pay for a licensed land surveyor to determine the precise location of property boundaries and provide this map/report to the Landscape Stewardship Department.
5. Pruning shall be consistent with ANSI A300 Standards for Pruning and not remove more than 15% of the live crown.
6. For removals, the preferable action is to leave the tree for wildlife habitat - (leaving large woody sections to decay) unless it poses an unacceptable risk as determined by the Landscape Stewardship Department (and / or consultation with an ISA Certified Arborist). If such risk is present the preferred action is to remove the portion of the tree involved in the risk.
7. Building clearance pruning may be permitted within the following guidelines:
  - a. Vertical roof clearance of no more than ten (10) feet, as long as pruning does not remove more than the stated 15% live crown.
  - b. Lateral building clearance of no more than ten (10) feet, utilizing directional pruning where possible.
8. Boulevard trees are the property of Mountain Park, yet they are the physical and financial responsibility of the adjacent property owner (consistent with the City of Lake Oswego). A boulevard tree is defined as located within the easement of Mountain Park Common Property existing between the street and bordering private property. Please see Appendix D for a list of Mountain Park streets that include boulevard trees.

Any maintenance, trimming, or removal of trees must be authorized by the Landscape Stewardship Department. Upon notification that work is required, the homeowner must follow the subsequent guidelines:

- a. MPHOA will notify the adjacent property owner about the necessary work pertaining to his/her boulevard tree(s). The property owner will have 30 days to find an ISA Certified Arborist and tree company to schedule the recommended action(s). The homeowner will coordinate the tree work with the Landscape Stewardship Department so a MPHOA staff member can be present.
- b. All bids and work must be from a tree company approved by the Landscape Stewardship Department.
- c. In accordance with the MPHOA CC&Rs, costs for pruning, maintenance, or removal of boulevard trees are the responsibility of the homeowner.

- d. After 30 days if the property owner has not complied, the Landscape Stewardship Department will notify the homeowner that MPHOA staff will schedule the recommended boulevard tree work with an approved tree company, and the homeowner will be charged for these services.
- e. If access to private property is necessary for the efficient and safe operation of tree work, the property owner is required to grant the approved tree company unobstructed access.
- f. MPHOA is not responsible for damage to private property when the homeowner selects the tree company that will complete the work. However, the tree company chosen to do the work must carry appropriate insurance.
- g. At no time is the homeowner to instruct, direct, or influence the work of a Mountain Park-approved arborist or tree company on site. Such actions are disruptive, dangerous, and may result in the arborist and/or tree company ceasing service; offering no refund on unfinished work.
- h. No governing ordinances or laws are allowed to be violated in the course of doing tree work on Common Property.
- i. After being notified by the Landscape Stewardship Department, failure to complete boulevard tree care and/or failure to reimburse MPHOA for arboricultural work performed on boulevard trees is a Category 2 Violation (see Appendices A and B).

#### **City of Lake Oswego Tree Code:**

Topping trees is a violation of the City of Lake Oswego Municipal Code 55.02.030. According to City of Lake Oswego Municipal Code 55.02.020 topping means the severe cutting back of a tree's limbs to stubs three inches or larger in diameter within the tree's crown or to such a degree so as to remove the natural canopy and disfigure the tree. It is considered as tree removal if 50% more of the crown get pruned, or tree work causes damage to a tree so the tree to decline and/or die.

No person shall top a tree for any reason including establishing or maintaining a view.

Topping is the destructive and obsolete pruning practice of cutting back branches to stubs, which leaves wounds that invite decay and disease into the tree. Topping damages a tree's natural shape, beauty, and overall health. A tree that has been topped cannot produce enough food to maintain healthy functioning. Topped trees respond with a vigorous growth of weakly attached limbs that are more susceptible to breakage and storm damage. They also require more frequent and expensive maintenance. Topping is the worst thing one can do for the health of a tree; it leads to immediate death in some species and reduced lifespan in others. Topping is difficult to manage, dangerous for climbing arborists, administratively demanding, creates potential hazards, and is very difficult, if not impossible, to correct.

#### **10.2.1 What is Large Scale Tree Work?**

Large scale tree work refers to work performed on trees more than 5 inches DBH. (*Trunk Diameter at Breast Height, 4 ½ feet off the ground*). Large scale tree work can be requested for the following purposes:

##### **10.2.1.1 Vista, Solar Access, and Building Clearance Pruning**

Vista Pruning is the only acceptable pruning practice where limited limbs are selectively removed, with great consideration for the tree's health. Vista pruning creates a pleasing view from a specific vantage point.

Mountain Park supports the installation of solar panels. Appropriate pruning for solar access is permitted at the discretion of the Landscape Stewardship Department; however, *MPHOA will not remove common property trees for vista, solar access, or aesthetic reasons*. Solar panel installation must also receive approval from the Architectural Committee.

- a. Requestor completes CPWR form and submits to MPHOA. The following need to be included in the CPWR:
  - Requestor identifies the specific trees where vista pruning, solar access pruning, or building clearance pruning (hereafter referred to as pruning) is requested. Trees must be identified on Common Property by the Requestor with pink flagging tape wrapped around the tree without damaging the tree (i.e. the use of nails or other items to secure flagging tape), at the time of CPWR submission.
  - Requestor identifies *one* specific component of their view (vista) they wish to have maintained by pruning identified tree(s) and the vantage point from which the view is obtained; an entire view horizon may not be identified. Examples of vistas are Mount Hood and Mount St. Helens.
  - Photos must be included with vista component, building clearance concerns and/or solar access concerns identified.
  - Map of the proposed work location must be included with the request using the City of Lake Oswego GIS Map (<https://www.ci.oswego.or.us/maps/interactive>).
  - Any question or dispute concerning “property lines” that cannot be resolved through the use of the City of Lake Oswego GIS Map will require the following procedure. The owner will pay for a licensed land surveyor to determine the precise location of property boundaries and provide this map/report to the Landscape Stewardship Department.
  - For solar access requests, the CPWR shall be accompanied by a report from a solar power professional identifying the tree(s) involved and the recommended actions.
- b. Landscape Stewardship Director / Steward visits site and assesses the requested actions in consultation with the Requestor where possible. The Department will verify the boundaries between private and common property. Landscape Stewardship Director determines the following:
  - Have the tree(s) in question been previously topped?
  - Does the tree play a critical role in local soil stability, storm water mitigation, or habitat?
  - Overall tree health.
  - Is removal and replacement appropriate and feasible?
  - Have the tree(s) been identified in the 2014 Tree Inventory & Management Plan? If so, what was the recommended action?
  - Will the proposed action adversely affect the ‘reverse’ view of neighbors below and/or other neighbors?
  - Does the tree or trees play a vital role in upholding the “Nature’s Neighborhood” intent and aesthetic?
  - Is the tree an invasive or nuisance species?
  - The extent to which the vista is diminished by factors other than the tree(s) involved in the claim.
- c. Landscape Stewardship Department obtains a bid for the proposed tree work from an ISA Certified Arborist /Tree Company. The Arborist proposal must follow the City of Lake Oswego tree permitting requirements. The proposal will be added to the original CPWR and the Common Property Committee will review the request.
- d. Landscape Stewardship Department will notify the Requestor of the Common Property Committee’s decision. The Common Property Committee’s decision is final.
- e. After final approval from the Common Property Committee, Mountain Park HOA will need to receive payment from the homeowner in advance prior to scheduling the work.
- f. A Landscape Steward will coordinate and monitor the tree work

- g. performed by the Arborist to ensure all the goals are met.  
Mountain Park HOA will pay the Arborist / Tree Company.

Trees that have been previously topped will be evaluated on a case-by-case basis. All approved vista pruning requests will include the cost of planting a mitigation tree to ensure the long-term viability of our canopy and its renewal. Requestor will be responsible for any tree replacements.

#### 10.2.1.2 Routine Maintenance Pruning (Safety and Tree Health)

Mountain Park HOA supports healthy forest and healthy trees. With 185 acres of forested hillside, tree maintenance is paramount.

Pruning is the most common tree maintenance procedure. Although forest trees grow quite well with only nature's pruning, landscape trees require a higher level of care to maintain their structural integrity and aesthetics. Pruning must be done with an understanding of tree biology. Improper pruning can create lasting damage or even shorten the tree's life.

Because each cut has the potential to change the growth of the tree, no branch should be removed without a reason. Common reasons for pruning are to remove dead, diseased, weakly attached and low-vigor branches from the crown of a tree to improve form, to reduce risk, to increase light and air penetration to the inside of the tree's crown. Mature trees are pruned as corrective or preventive measures, to maintain a mature tree in a healthy, safe, and attractive condition. Most routine pruning is performed to remove weak, diseased, or dead limbs.

Residents are allowed to prune trees on their property. However, the Landscape Stewardship Department strongly advises against pruning branches reaching over property lines from Common Property. If pruning of these branches negatively affects the overall health of the Common Property tree the resident will be liable for mitigation and damages.

The Landscape Stewardship Department and Common Property Committee encourage residents to fill out a CPWR and contact with the Department for additional information. Routine maintenance pruning on Common Property is performed by the Landscape Stewardship Department. From time to time residents request maintenance pruning on common property trees. To request this service please follow the steps below:

- a. Requestor completes CPWR form and submits to MPHOA Landscape Stewardship Department. The following need to be included in the CPWR:
  - Requestor identifies the specific trees where maintenance pruning (hereafter referred to as pruning) is requested. Trees must be identified on Common Property by the Requestor with pink flagging tape wrapped around the tree without damaging the tree (i.e. the use of nails or other items to secure flagging tape), at the time of CPWR submission.
  - Map of the proposed work location must be included with the request. (City of Lake Oswego GIS Map (<https://www.ci.oswego.or.us/maps/interactive>)).
  - Any question or dispute concerning "property lines" that cannot be resolved through the use of the City of Lake Oswego GIS Map will require the following procedure. The owner will pay for a licensed land surveyor to determine the precise location of property boundaries and provide this map/report to the Landscape Stewardship Department.
- b. Landscape Stewardship Director/Steward visits site and assesses the requested actions, in consultation with the requestor where possible. The Department will verify the boundaries between private and common property using the [Lake Oswego GIS Map](#).

Landscape Stewardship Director determines the following:

- Overall tree health.
  - What type of pruning is necessary to maintain selected trees?
  - Have the tree(s) been identified in the 2014 Tree Inventory & Management Plan? If so, what was the recommended action?
  - Will the proposed action adversely affect immediate neighbors?
  - Do the tree(s) play a vital role in upholding the “Nature’s Neighborhood” intent and aesthetic?
  - Is the tree an invasive or nuisance species?
- c. Landscape Stewardship Department will schedule the work if the tree work can be accomplished by MPHOA Landscape Stewards. The requestor will get a notification from the Landscape Stewardship Department.
- d. If the scale of work requires it, the Director will obtain a bid for the proposed tree work from an ISA Certified Arborist / Tree Company and schedule the work. The Arborist proposal must follow the City of Lake Oswego tree permitting requirements. Landscape Stewards will coordinate and monitor the tree work performed by the Arborist to ensure all goals are met.
- e. If the requested work is NOT necessary for safety or tree health the Requestor will be notified by the Landscape Stewardship Department.
- f. If the Requestor wishes, the CPWR will be sent to the Common Property Committee for review. In this case the Landscape Stewardship Department obtains a bid for the proposed tree work from an ISA Certified Arborist / Tree Company. The Arborist proposal must follow the City of Lake Oswego tree permitting requirements.
- g. The Common Property Committee will review and either allow or decline the requested tree work.
- h. Landscape Stewardship Department will notify the Requestor of the Common Property Committee’s decision. The Common Property Committee’s decision is final.
- i. If the request is granted, the Requestor will be responsible for payment in advance before scheduling the work.
- j. A Landscape Steward will coordinate and monitor the tree work performed by the Arborist to ensure all goals are met. Mountain Park HOA will pay the arborist/tree company.

#### 10.2.2 Tree removals (Dead, Diseased, Risk or Invasive)

Mountain Park HOA values the trees found in Nature’s Neighborhood. Trees on Common Property will be considered for removal for the following reasons only:

- The tree is dead and poses high risk of failure.
- The tree is diseased or in declining health.
- The tree is invasive.

**MPHOA will NOT remove common property trees for vista, solar access, or aesthetic reasons.**

To request tree removal, follow the process below.

- a. Requestor completes [CPWR](#) form and submits to MPHOA Landscape Stewardship Department. The following need to be included in the CPWR:
- Requestor identifies the specific tree(s) for removal. Tree(s) must be identified on Common Property by the Requestor with orange flagging tape wrapped around the tree without damaging the tree (i.e. the use of nails or other items to secure flagging tape), at the time of CPWR submission.
  - Requestor identifies *one* of the stated reasons (see above) for the request.
  - Map of the proposed work location must be included with the request. (Google

map or City of Lake Oswego GIS Map  
(<https://www.ci.oswego.or.us/maps/interactive>).

- Any question or dispute concerning “property lines” that cannot be resolved through the use of the City of Lake Oswego GIS Map will require the following procedure. The owner will pay for a licensed land surveyor to determine the precise location of property boundaries and provide this map/report to the Landscape Stewardship Department.
- b. Landscape Stewardship Director / Steward visits site and assesses the requested actions. The Department will verify the boundaries between private and common property. Landscape Stewardship Director/Steward determines the following:
  - Is the requested action reasonable?
  - Urgency of the request.
  - Does the tree play a critical role in local soil stability, storm water mitigation, or habitat even if the tree appears to be dead?
  - Is removal and replacement appropriate and feasible?
  - Have the tree(s) been identified in the 2014 Tree Inventory & Management Plan? If so, what was the recommended action?
  - Will the proposed action adversely affect other neighbors?
- d. Landscape Stewardship Department will consult with an ISA Certified Arborist who will conduct a basic tree risk assessment. The evaluation will focus on target assessment, site factors, tree health and species profile, load factors, tree defects and conditions affecting the likelihood of failure. The Director will receive the assessment from the Arborist and bring the report/proposal to the Common Property Committee for review.
- e. Landscape Stewardship Department will notify the Requestor of the Common Property Committee’s decision. The Common Property Committee’s decision is final.
- f. A Landscape Steward will coordinate and monitor the tree work performed by the Arborist to ensure all goals are met.

## **11 Urban Forest Management Standards**

The Common Property Committee and the Landscape Stewardship Department is committed to maintenance renewal of the urban forest on Mountain Park’s Common Property. These policies are focusing on maintaining and improving tree health, managing the understory (trees, shrubs, groundcovers and invasive species) and renewing the tree canopy. The Landscape Stewardship Department will utilize best management practices (BMPs) for arboriculture and urban forestry in the upkeep, maintenance and update of the urban forest and Common Property trees. More information is available in the 2019 Common Property Master Plan.

- 11.1 Tree health: The Landscape Stewardship Department continuously monitors tree conditions on Common Property. Residents are encouraged to report any issues, concerns related to hazard trees on Common Property.
- 11.2 When possible, dead trees or trees slated for removal will stay as tall snags for wildlife habitat on Common Property.
  - 11.2.1 Height of the snags should be determined that even tree failure will not cause damage to private or common property.
  - 11.2.2 Trees along trails might be fully removed for safety reasons.
- 11.3 Understory management:
  - 11.3.1 Logs and trunks over 6 inches diameter will be left on the forest grounds to decompose.
  - 11.3.2. Tree pruning and brush must be hauled out or chipped on site.

- 11.4 Control and removal invasive species: See the Section 2 Policy on Invasive Plants on Common Property – Integrated Weed Management (IWM). Please also see the Common Property Master Plan (URL).
- 11.5 Reforestation and replanting: See Tree planting guidelines in Section 13.
- 11.6 Landscape Stewardship Department continue utilize all available tools and BMPs (Best Management Practices) to manage Common Property trees and the Urban Forest within Mountain Park boundaries.

## **12 Tree Planting Guidelines**

Revitalization and renewal of our tree canopy is a promise to future generations. As such, it is important that tree planting activities occur on a regular basis, and the HOA is dedicated to such practices on Common Property. Selecting the right tree for the right place is important to not place an undue burden on the HOA or its neighbors.

- 12.1 Tree planting guidelines for Common Property:
  - 12.1.1 Replant native evergreen and deciduous trees and shrubs, groundcovers, grasses and bulbs in forested settings and on Sensitive Lands.
  - 12.1.2 Ornamental landscapes around the Clubhouse, monuments, traffic islands, high visibility areas etc. will utilize a combination of native and ornamental trees, shrubs, grasses, bulbs and groundcovers.
  - 12.1.3 Pick the right plant for the right place
- 12.2 Tree planting guidelines on private property: If you wish to plant a tree adjacent to Common Property, feel free to contact the Landscape Stewardship Department for a consultation and keep in mind the following key points:
  - 12.2.1 Fast growing trees often grow at the expense of root stability.
  - 12.2.2 If the tree trunk grows to a diameter that spans the property line, that tree is now under the shared ownership of the HOA and the homeowner.
  - 12.2.3 The HOA has the right to cut back any branches hanging over the property line, to the property line.
  - 12.2.4 If a tree planted on private property causes excessive litter such as rotting fruit, the HOA may require the owner to remove the tree at the owner's expense, subject to City code.
  - 12.2.5 If a tree planted on private property causes infrastructure damage on Common Property such as pathways, the HOA may require the owner to remove the tree at the owner's expense, subject to City code, and cover the cost of the infrastructure repair.

## **13 Common Property Lawn Maintenance Guidelines**

Lawn mowing and maintenance services are provided by outside contractor in order to free up Landscape Stewards to maintain Common Property in an environmentally sensible and responsible way. There are 21 areas mowed regularly around Mountain Park. Actual maintenance schedules may vary in response to environmental conditions. Mowing frequency is based on location, irrigation availability. Lawn mowing is scheduled between March and November.

- 13.1 Irrigated lawns are mowed once a week edged every second week.



13.2 Biweekly mowing and edging once a month on non-irrigated lawns.

13.3 Meadows are mowed once a month.

#### **14 Common Property Irrigation and Watering Guidelines**

The Landscape Stewardship Department is in charge of maintaining irrigated and unirrigated landscape features at Mountain Park. Not all parks, monuments, traffic islands or other plantings are irrigated. Watering and prioritizing irrigation is extremely important during the drier part of the year.

The Landscape Stewardship Department assesses and addresses current watering priorities and evaluates anticipated future needs on Common Property. Improper and unnecessary water usage is wasteful, expensive and causes more harm than good. Proper watering techniques and well-maintained irrigation systems use only the necessary amount of water to irrigate landscapes.

14.1 The Landscape Stewardship Department prioritizes watering in the following order:

1. Ornamental landscapes around the Clubhouse
2. Freshly planted trees, shrubs and other plants
3. Irrigated traffic islands and monuments
4. Unirrigated monuments and traffic islands
5. Parks with automated irrigation systems
6. Unirrigated parks and landscaped areas
7. Others

14.2 Watering trees and shrubs: The goal is to provide enough water for these plants to ensure survival. Drought stressed trees and shrubs might not be aesthetically pleasing but will survive.

14.3 Using mulch: Extensive usage of arborist woodchip help retain moisture, keep the soil cool and the roots protected.

14.4 Golden brown lawns on Common Property: Even with adequate irrigation lawns tend to go dormant and turn a golden-brown color during summer months. In situation like this, the turf is dormant not dead. It will bounce back once rain and cooler temperatures return.

14.5 Native plants in the landscape: Native plants are well adapted to local soil and climate conditions. They might go dormant during extended drought conditions.

14.6 Residents are encouraged to help report issues related to watering.

#### **15 Easement on Common Property Benefiting Adjacent Property Owners**

The Developers of Mountain Park and, subsequently, the Mountain Park Homeowners Association have granted easements over Common Property for the benefit of adjacent homeowner properties. These easements address driveways, flag lots, and the strip of land between most property lines and the adjacent street or curb line. These easements describe the following three rights and obligations:

15.1 The abutting property owner shall have an irrevocable easement of ingress and egress over such Common Property.

15.2 The easements are not dedicated to the public as public ways.

15.3 It shall be the duty of the property owner to improve and maintain in proper condition the area between the property line and the nearest curb or improved street.



The specific notation of policy governing these easements on Common Property for adjacent property owners appear in a number of documents including:

- a. The Declaration of Restrictions of Mountain Park Corporation (March 29, 1968).
- b. Applicable Mountain Park Plats that describe the plans and layouts of certain neighborhoods in Mountain Park.
- c. Individual lot plans and descriptions.

Any and all of these sources are the basis for the applicable Policy of Mountain Park Homeowners Associations as described in 15.1, 15.2, and 15.3 above.

# Overview of Common Property Standards and Rules

## **Objective**

The objective of this section on “Standards and Rules” is to provide an overview that clarifies how CP standards and rules will be applied in accordance with the Mt. Park CC&Rs and enforced by the Mountain Park Home Owners Association (Association). For more detailed information about each area of concern, please refer to the section on Common Property Policies.

*Please Note: If a homeowner has a request, concern, or emergency that involves a street, sidewalk, or right-of-way, please call the City of Lake Oswego at 503-635-0280; this includes fallen trees, blocked storm grates, and snow or ice related emergencies on street, sidewalks, or right-of ways.*

## **Authority**

These rules are authorized by Mountain Park’s Codes, Covenants, & Restrictions, the Board of Director’s resolutions and decisions, [ORS 94.630\(1\) \(a\)](#) and [ORS 94.640](#).

## **Internal Operating Procedures**

To facilitate the implementation of these rules, the Association’s Executive Director and staff are responsible for monitoring compliance with these standards and managing the Association’s internal operations regarding these standards as required by the Board of Directors (Board) and the Common Property Committee (CPC).

## **Applicable Laws**

All compliance standards of the Association are subordinate to the regulations of Federal, State and local laws; however, Association rules may be more restrictive than legal requirements and will be applied unless the Association’s more restrictive rules conflict with legal requirements.

When a violation of these standards occurs that is also a violation of the law, the Association reserves the right to report this to the appropriate authorities.

## **Standards of Local Associations**

Other organizations within the Mountain Park community, including other local home owners’ associations, have rules and policies related to properties that have an overlapping scope with those of the Association. Any policies or rules of a local association within Mountain Park are independent from the policies and rules described in this document. In the event of any conflict, the Association’s rules and procedures supersede any local association’s policies and rules, unless the local association’s rules are more restrictive.

If the Association cannot identify the homeowner responsible for complying with these standards, the Association may communicate with any other home owners’ association that has governing documents covering the property in order to obtain compliance and take appropriate action.

## **Standards of Other Standing Committees**

In addition to the CPC, there are three other standing committees that have authority delegated to them by the Mountain Park Board of Directors for developing and enforcing rules of the Association. These committees are the Architectural Committee, the Home Maintenance Committee, and the Clubhouse Committee.

The Architectural Committee (ARC Committee) and Home Maintenance Committee (HMC) develop and enforce their rules regarding their application process, as well as their mandates regarding construction materials, maintenance, and associated issues for permanent structures and hardscape on private property.

## **Private Property Adjacent to Common Property**

At times, proposed private property projects may be adjacent to Common Property (e.g., a fence). When this is the case, both the ARC Committee and the CPC may need to be consulted to confirm that private property structures will not encroach on CP.

The CPC requests that the homeowner provide evidence to the ARC Committee and the CPC demonstrating that the project is within private property boundaries (please also see #9 in Policies and Practices).

**This evidence would include:**

1. A detailed description of the proposed project;
2. A map of the property boundaries, please use the Lake Oswego Interactive GIS Map (<https://www.ci.oswego.or.us/maps/interactive>), and
3. A drawing of the proposed project, with measurements, using the Lake Oswego Interactive GIS Map.

**NOTICE:** *Before proceeding with a project, repairs, or material replacement mandated in the rules of the ARC Committee, the member also must obtain approval of the CPC.*

**Staff will review, access, and confirm whether or not the owner has completed the project in accordance with the CC&Rs and the requirements of the CPC, ARC Committee, and Home Maintenance rules.**

A number of CPC concerns may overlap with the concerns of the Architectural Committee (e.g., adding or replacing fences and exterior improvements adjacent to common property) and the Home Maintenance Committee (e.g., fences or structures falling into disrepair along common property). In these cases, the committees involved must be notified and consulted to ensure that there is proper maintenance of structures along common property; to ensure that encroachment is removed when there are no waivers in place or when waivers have expired; and to ensure that no new encroachment occurs.

The Clubhouse Committee develops and enforces its rules concerning clubhouse behaviors and interactions with Association staff.

**Enforcement Actions**

The procedures for enforcing these standards are provided in Compliance Procedures for Common Property Procedures to follow.

**Fines for Violations**

Fines for violations are assessed according to the Penalty Schedule, Appendix A.

## **Compliance Procedures**

### **STAFF RESOLUTION OF COMPLIANCE PROBLEMS**

Ensuring compliance with the rules and standards of the Association is the responsibility of the Board, working in concert with its committees and Association staff.

The responsible senior staff leader for compliance is the Compliance Manager. The Compliance Manager has a broad range of responsibilities that include: a) monitoring the properties within Mountain Park; b) identifying compliance problems; c) communicating with Members and residents about compliance problems; d) working with Members and residents to achieve voluntary compliance; and e) issuing a Notice of Violation, and f) Opportunity for Hearing (NOV) when this action is appropriate.

### **REPORTING REQUIREMENTS**

At every monthly meeting of the Committee, the Compliance Manager will report on compliance activities regarding the Committee's rules. The report must include a summary of all compliance issues that resulted in the issuance of an NOV, as well as any other information for Committee review as determined by the Compliance Manager and the Committee.

## **Compliance Procedures for Common Property Standards**

### **OVERVIEW OF COMMITTEE RESPONSIBILITY**

If informal action by the Compliance Manager has not resulted in bringing a property into voluntary compliance with the Committee's rules, the Compliance Manager will issue an NOV. The Committee will decide whether there is a violation and the appropriate amount of the fine or sanction, if any, regarding all NOVs that have been issued

regarding its rules. If a hearing has been requested to contest the allegations in any NOV, the Committee will conduct the hearing before making its decision.

#### HEARING REQUESTS

To contest the allegations in an NOV, the affected Member must request a hearing in writing within 15 calendar days following the date of the NOV. Any written information the Member wants considered by the Committee must be provided to the Association within 15 calendar days following the date of the NOV.

The Association will provide an opportunity for a hearing that is within 45 calendar days from the date the NOV was provided or mailed to the Member, *unless staff reasonably needs more time to accommodate processing requirements and Board or Committee schedules. Related hearing requests may be consolidated for hearing. Members may designate a representative in writing to attend the hearing if they prefer not to appear in person.*

*The member may request a hearing be rescheduled only for good cause due to circumstances reasonably beyond the member's control.*

#### TIMELY RECEIPT OF DOCUMENTS

Documents must be received from Members within the timeframes specified in these procedures or as specified by the Committee. Documents are considered received according to the date of mailing (postmark) or upon receipt of an electronic submission. The Committee will determine if the hearing request or any other submissions was received within the specified timeframes if disputes arise regarding the timely receipt of documents.

### ***CONTESTED NOTICES OF VIOLATION***

#### CONDUCT OF THE HEARING

If a hearing is requested to contest the allegations in the NOV, the Committee will conduct the hearing. At the hearing, the Member may explain the Member's position concerning the NOV. The Association's staff and the Member may present information from witnesses and provide documents and pictures. The Committee may ask questions and request further information from the Member or the Association's staff in order to make its decision. The Committee may set reasonable time limits for oral presentations and the submission of any requested information.

The Committee will consider the information presented at the hearing by the Association's staff and the Member, or requested by the Committee, when making its decision. The Committee's decisions must be reasonable, based on applicable Association rules and policies, and consistent with prior decisions having the same or substantially similar issues.

Within 30 days of the hearing, the decision of the Committee will be provided to the Member in writing and it will include notice of the Member's right to appeal the decision to the Board.

#### APPEALS TO THE BOARD OF DIRECTORS AFTER HEARING

Any appeal to the Board must be made within 15 calendar days of the date of the Committee's written decision following a hearing. The appeal to the Board must be in writing and provide the specific reasons the Member objects to the Committee's decision.

The Board's review on appeal shall be limited to consideration of the documents, pictures, and written information presented to the Committee, the Committee's decision, and the objections raised in the Member's appeal. The Member may explain the specific objections raised in the appeal based on the information previously provided by the Member to the Committee. The Board may request an explanation from the Committee and the Association's staff regarding the Committee's decision and the issues raised in the appeal by the Member.

Based on the Member's specific objections provided in the appeal, the Board of Directors may decide that there was no violation, ratify and adopt the Committee's decision, or return the matter to the Committee for reconsideration.

After an appeal, the Board will provide its decision in writing to the Member. Any fine is due, and any other Board sanctions are effective, immediately after the Board issues its final decision.

## ***UNCONTESTED NOTICES OF VIOLATIONS***

### **DECISIONS WHEN NO HEARING WAS REQUESTED**

If no hearing was requested, the Committee will consider the allegations in the NOV and determine whether there was a violation and the appropriate penalty. In making its decision, the Committee may consider any additional information requested by the Committee or presented to the Committee by the Compliance Manager. The Committee's decisions must be reasonable, based on applicable Association rules and policies, and consistent with prior decisions having the same or substantially similar issues.

The Committee's decision will be presented to the Board for ratification and adoption as the final decision. Any fines are due, and any other Board sanctions are effective, immediately after the Board issues its final decision.

### **REPORTING COMMITTEE ACTIONS**

Whenever there has been an action by the CPC regarding any NOV, there will be a report presented within 30 days to the Board of Directors.

### **EFFECTIVE DATE**

The effective date of these standards and procedures is April 1, 2019. These standards and procedures apply to all violations pending on the effective date after reasonable notice is provided to any affected Members.

## **APPENDIX A**

### **PROHIBITED ACTIVITIES ON COMMON PROPERTY MERITING VIOLATIONS**

#### **Category 1 Violations include:**

- a. Creating a nuisance to others;
- b. Noise violations;
- c. Littering or dumping of trash;
- d. Fishing, bathing, or wading;
- e. Commercial or construction activity on CP without MPHOA approval;
- f. Overnight camping;
- g. Disturbing or feeding wildlife;
- h. Posting signs or notices;
- i. Not cleaning up after pets, inappropriately disposing of dog waste, not complying with leash laws, leaving a pet unattended, or allowing a pet to run off leash on CP.
- j. Allowing pets to disturb wildlife;
- k. Possession of newly plucked branch, leaf, tree, shrub, or plant, unless authorized by the Landscape Stewardship Department;
- l. Permitting invasive species on private property to encroach on Common Property (plus cost of removal based on the square feet of property involved);
- m. Using scooters, dirt bikes, or other motorized vehicles on trails or Common Property;
- n. Consumption of alcoholic beverages is prohibited within all parks, trails, and green spaces, except as follows: During designated MPHOA Events in designated areas on Common Property.
- o. Soliciting of any kind;
- p. Smoking in any form;
- q. Failing to resolve or respond to encroachment violations according to the CC&Rs within the timeframe described in CPC letters of notification;
- r. Being in parks after hours without MPHOA approval.

#### **Category 2 Violations include:**

- a. Recurrence of Category 1 Violations;
- b. Defacing or destroying posted notices;
- c. Fireworks of any kind (plus cost of mitigation);
- d. Use of pesticides or dumping of toxic chemicals (plus cost of mitigation);
- e. Removal, defacing, or destruction the MPHOA property in any way (plus cost of mitigation);
- f. Demolishing or building new trails (plus cost of mitigation).
- g. Failing to get permission from the Landscape Stewardship Department to use CP as an access point for a private property project and/or damaging or failing to restore CP to its original condition after the completion of a private property project (fine, plus costs of repair or restoration).
- h. Failure to complete Boulevard Tree care and/or failure to reimburse MPHOA for arboricultural work performed on Boulevard Trees.

#### **Category 3 Violations include:**

- a. Recurrence of Category 2 Violations;
- b. Criminal activity, including drug use (with referral to law enforcement);
- c. Damaging, defacing, or destroying CP equipment or structures (plus cost of mitigation, with possible referral to law enforcement);
- d. Fires of any kind (plus cost of mitigation, with referral to law enforcement);
- e. Discharge of fire arms, pellet guns, BB guns, or hunting (with referral to law enforcement).
- f. Damaging, topping, or removal of any tree (fines for this violation will include assessment of replacement costs, replacement, installation, and mitigation, along with a referral to the City of Lake Oswego Tree Code Enforcement).

## **APPENDIX B**

### **PENALTY SCHEDULE**

#### **I. Standard Penalties**

For purposes of determining what constitutes an “offense” under the penalty schedule, an offense is defined as an act or omission that violates the CP Committee’s rules. Under each category there are progressive penalties for subsequent, discrete violations of the Committee’s rules. Each rule violation is assigned a penalty category in the CPC rules.

##### Category 1:

\$100 first offense;

\$200 for second offense;

\$400 for each subsequent offense.

(Plus cost of replanting, replacement, lost value, and/or mitigation)

##### Category 2:

\$200 first offense;

\$400 for the second offense;

\$800 for each subsequent offense.

(Plus cost of replanting, replacement, lost value, and/or mitigation)

##### Category 3:

\$1,000 for first offense

\$2,000 for second offense

\$3,000 for each subsequent

(Plus cost of replanting, replacement, lost value, and/or mitigation)

**CP tree violations:** There are four major elements assessing the value of a CP tree: 1) size, 2) species, 3) condition, and 4) location (Department of Forestry, Purdue University: [www.fnr.purdue.edu](http://www.fnr.purdue.edu)).

The Landscape Stewardship Department, in consultation with a certified arborist, will use the following formula to determine the value of a CP tree:

***Tree Value = Basic Tree Cost (base price x adjusted trunk size) x Species Rating (comparative rating of a given species based on its individual characteristics) x Condition Rating (overall health of the tree) x Location Rating (determined by the tree’s placement in the landscape)***

**Case illustration:** Destroying a Western red cedar with a 10-inch diameter trunk could have a replacement value of \$3,000 or more. Accordingly, a 25-inch diameter Western red cedar would have a higher replacement value.

#### **II. Legal Action**

The Association may seek legal remedies at any time. When a violation is ongoing and uncorrected for three 30-day periods or the total amount of fines unpaid by their due dates is \$3,000, whichever occurs first, the Association will pursue appropriate and available legal actions against the Member.

#### **III. Reasons for Mitigating the Standard Fine**

The Member may have the standard penalty reduced for good cause. For mitigation of the penalty for good cause, the Member must show the violation occurred because of unavoidable or excusable circumstances that were reasonably beyond the violator’s control. Examples of good cause include prolonged illness or hospitalization or other substantial reasons that reasonably prevented the violator from correcting the violation.

The fine also will be mitigated if the Member corrects the violation prior to the Committee’s decision regarding the NOV, if and when this is possible, except for Category 3 violations. A penalty will be imposed for subsequent violations.

#### **IV. Reasons for Aggravating the Standard Fine**

Additional penalties will be assessed for on-going violations that are not corrected by the responsible Member as required by the Committee's rules. **Additional** penalties may be assessed **monthly**, with notice and opportunity for hearing, until the on-going violation is corrected.

A Member's enjoyment rights regarding the clubhouse and common property may be suspended for thirty days if a violation is not corrected as required by the Committee's rules.



## **APPENDIX C**

### **INVASIVE SPECIES**

- English ivy (*Hedera helix*, *H. hibernica*)
- Himalayan blackberry (*Rubus armeniacus*, *R. discolor*, *R. procerus* *R. bifrons*)
- Traveler's joy clematis, Old man's beard (*Clematis vitalba*)
- Herb Robert (*Geranium robertianum*)
- Kudzu (*Pueraria lobata*)
- Shining geranium (*Geranium lucidum*)
- Scotch broom (*Cytisus scoparius*)
- Spurge laurel (*Daphne laureola*)
- English holly (*Ilex aquifolium*)
- English laurel (*Prunus laurocerasus*)
- English hawthorn (*Craetagus monogyna*)
- Garlic mustard (*Allinaria petiolate*)
- Italian arum (*Arum italicum*)
- Poison hemlock (*Conium maculatum*)
- Yellow archangel (*Lamiastrum galeobdolon*)
- Lesser celandine (*Ranunculus ficaria*)

See ORS 569.350

## **APPENDIX D**

### **LIST OF STREETS WITH BOULEVARD TREES BELONGING TO MOUNTAIN PARK**

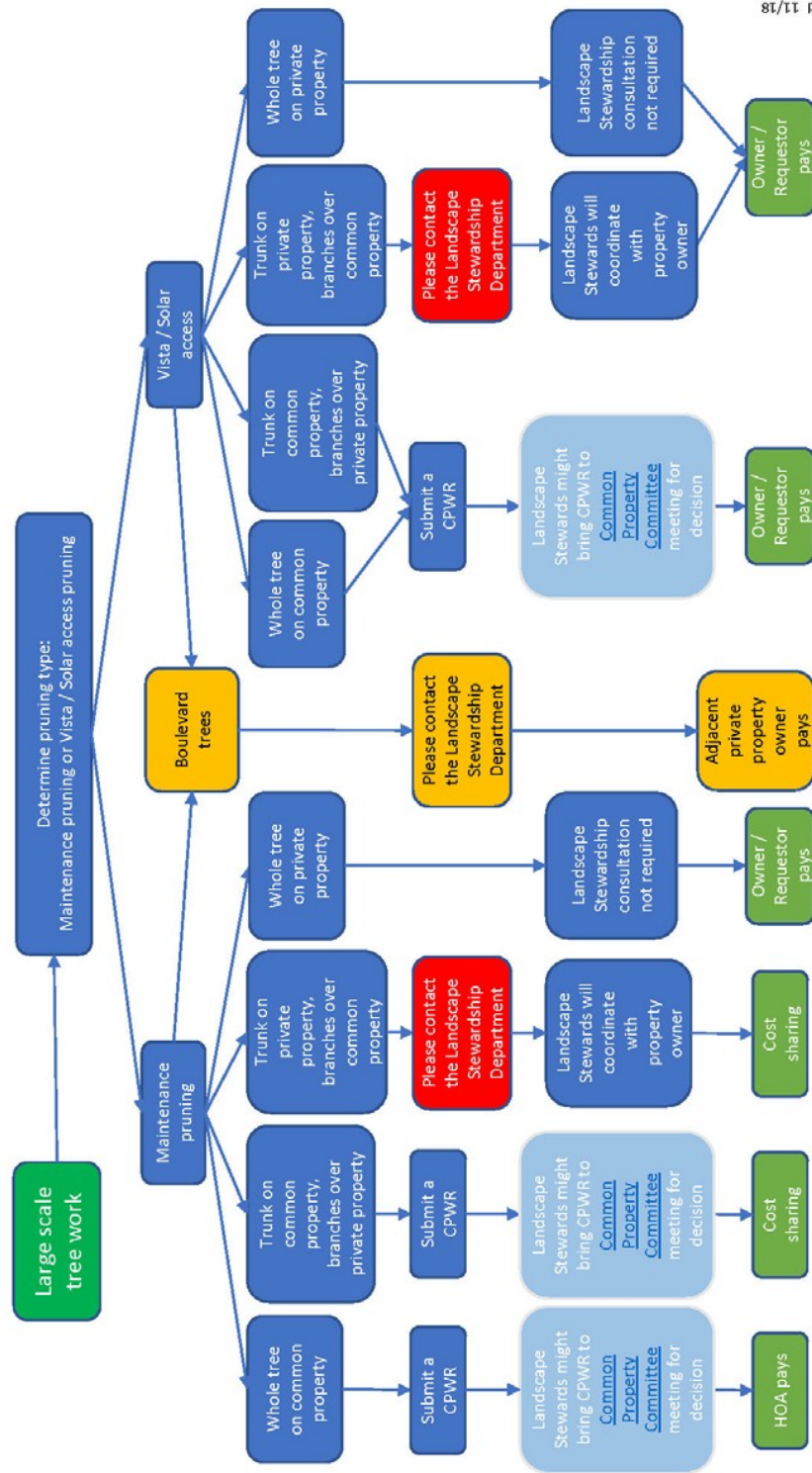
- Bartok Place
- Blazer Trail
- Bloch Terrace
- Botticelli Street
- Britten Court
- Carman Drive
- Churchill Downs
- Cirque
- Del Prado Street
- Eagle Crest Drive
- El Greco Street
- Falstaff Street
- Greenridge Court
- Greenridge Drive
- Hotspur Street
- Independence Avenue
- Jefferson Parkway
- McNary Parkway
- Monroe Parkway
- Monticello Drive
- Mozarteum Court
- Offenbach Place
- Oriole Lane
- Othello Street
- Peacock Place
- Pheasant Run
- Polonius Street
- Preakness Court
- Silver Court
- Tanglewood Drive
- Thunder Vista Lane
- Touchstone
- Touchstone Terrace
- Yorick Street



## Tree Pruning Guidelines

[landscapestewardship@mtparkhoa.com](mailto:landscapestewardship@mtparkhoa.com)  
(503) 635-8333

All tree work must follow [Lake Oswego applicable tree codes](#) and all **tree pruning** on MPOHA Common Property must follow Mt. Park policies and guidelines. If you are uncertain if the tree is on common or private property, submit a [Common Property Work Request \(CPWR\)](#), and the Landscape Stewardship Department will assist you. Landscape Stewards may consult with an ISA Certified Arborist related to tree work.

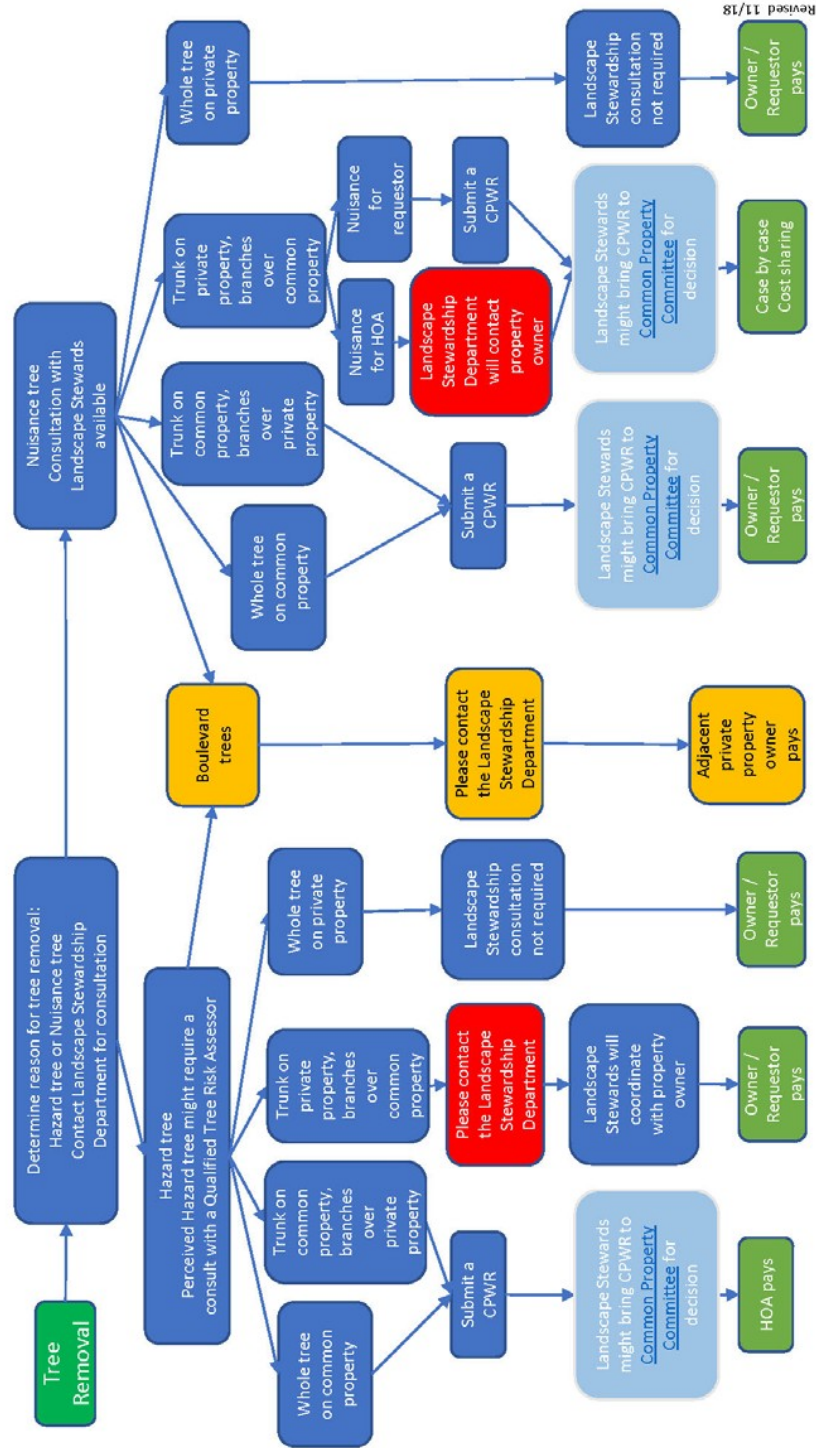


Revised 11/18

## Tree Removal Guidelines

landscapestewardship@mtparkhoa.com  
(503) 635-8333

All tree removals must follow Lake Oswego applicable tree codes including procuring permits for removal. On MPHQA Common Property, tree removals must also follow Mt. Park Tree Removal Guidelines. If you are uncertain if the tree is on common or private property, submit a [Common Property Work Request \(CPWR\)](#), and the Landscape Stewardship Department will assist you. Landscape Stewards may consult with an ISA Certified Arborist related to tree removal.



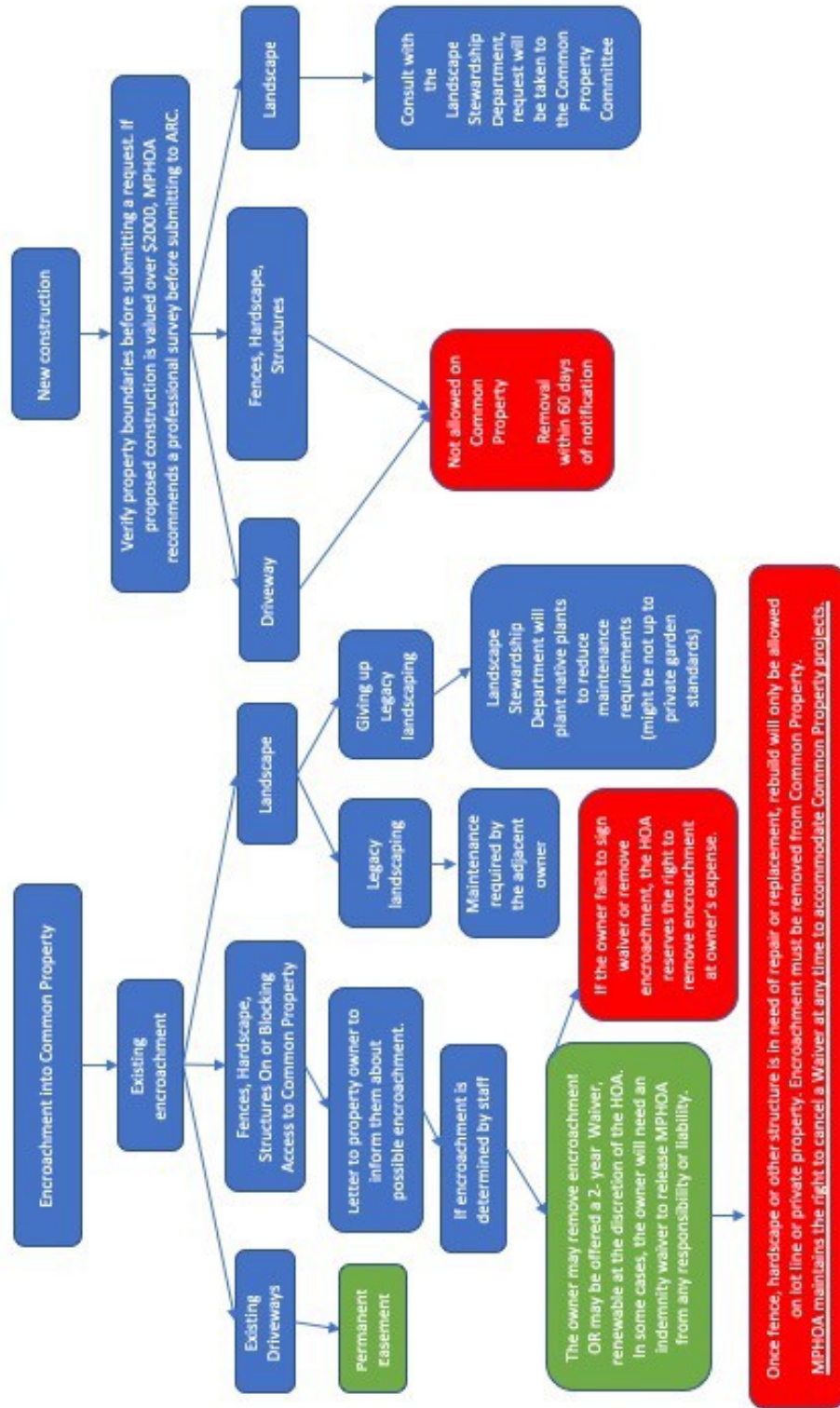
Revised 11/18



## Construction - Encroachment into Common Property

landscapistewardship@mtparkhoa.com  
(503) 635-8338  
ccrmanager@mtparkhoa.com  
(503) 635-3361

The Common Property and Architectural Committee requires all applicants to verify property boundaries before submitting a CPWR or ARC request. MPHQA encourages to use the City of Lake Oswego's GIS map. <http://gis.ci.oswego.or.us/pub/>



## **APPENDIX H**

**Lake Oswego GIS Map:** <https://www.ci.oswego.or.us/maps/interactive>

The Lake Oswego Interactive GIS Map is the electronic map provided by the City of Lake Oswego (LO) to help determine private and public property boundaries throughout the city. The Interactive Map provides all LO citizens with an initial reference for determining public and private property boundaries based on global geographic data at no cost to citizens.

Go to the link listed above and then to New LO Map.

Disclaimer: The maps available on the City of Lake Oswego's web site are for information purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. Users of this information should review, or consult, the primary data and information sources to ascertain the usability of the information. This map represents the best data available at the time of publication. While reasonable effort has been made to ensure the accuracy of the information shown on this page, the City of Lake Oswego assumes no responsibility, or liability, for any errors, omissions, or use of this information.

**Clackamas County Surveyor:** <https://www.clackamas.us/surveyor>

Responds to survey and property questions; maintains filed surveys, plats, road records; reviews, approves new land division plats; recovers, restores and protects Public Land Corners.

Clackamas County's GIS Map Disclaimer: "The information and maps accessed through this web site provide a visual display for your convenience using data from Clackamas County's Geographic Information System. Every reasonable effort has been made to assure the accuracy of the maps and associated data from several sources. Clackamas County makes no warranty, representation or guarantee as to the content, sequence, accuracy, timeliness or completeness of any of the data provided herein. Clackamas County explicitly disclaims any representations and warranties, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose. Clackamas County shall assume no liability for any errors, omissions, or inaccuracies in the information provided regardless of how caused. Clackamas County assumes no liability for any decisions made or actions taken or not taken by the user of this information or data furnished hereunder. Users are strongly advised to verify from authoritative sources any information displayed in this application before making decisions.

**Multnomah County Surveyor:** <https://multco.us/surveyor>

The state of Oregon requires each county to have a County Surveyor. We provide a number of services required by the state, as well as support for county programs and the public.

These services include:

- Providing access to public survey records
- Reviewing surveys submitted by land surveyors
- Filing and indexing surveys in the public survey records
- Review and approval of land division plats, including subdivisions, partitions and condominiums
- Maintaining and restoring public land survey corner monuments
- Survey support for county roads and bridges, as well as other county and local agencies
- Helping the public, county and local agencies with surveying expertise



# Standards for Home Maintenance

*Adopted by the Board of Directors on January 14, 2019  
Revisions made effective by the Board of Directors on April 1, 2021*

## **Objective**

The objective of these rules is to clarify the standards for home maintenance and how they will be applied and enforced by the Mountain Park Home Owners Association (Association).

## **Authority**

These rules are authorized by Mountain Park's Codes, Covenants, & Restrictions, the Board of Director's resolutions and decisions, [ORS 94.630\(1\) \(a\)](#) and [ORS 94.640](#).

## **Internal Operating Procedures**

To facilitate the implementation of these rules, the Association's Executive Director and staff are responsible for monitoring compliance with these standards and managing the Association's internal operations regarding these standards as required by the Mountain Park Board of Directors (Board) and the Home Maintenance Committee (Committee).

## **Applicable Laws**

All compliance standards of the Association are subordinate to the regulations of federal, state and local laws; however, Association rules may be more restrictive than legal requirements and will be applied unless the Association's more restrictive rules conflict with legal requirements.

When a violation of these standards occurs that is also a violation of the law, the Association reserves the right to report this to the appropriate authorities.

## **Standards of Local Associations**

Other organizations within the Mountain Park community, including other local homeowners associations, have rules and policies related to properties that have an overlapping scope with those of the Association. Any policies or rules of a local association within Mountain Park are independent from the policies and rules described in this document. In the event of any conflict, the Association's rules and procedures supersede any local association's policies and rules, unless the local association's rules are more restrictive.

If the Association cannot identify the homeowner responsible for complying with these standards, the Association may communicate with any other homeowners association that has governing documents covering the property in order to obtain compliance and take appropriate action.

## **Standards of Other Standing Committees**

In addition to the Home Maintenance Committee, there are three other standing committees that have authority delegated to them by the Board for developing and enforcing rules of the Association. These committees are the Architectural Committee, the Common Property Committee, and the Clubhouse Committee.

The Architectural Committee develops and enforces its rules regarding its application process, as well as the committee's mandates regarding construction materials and associated issues for permanent structures and hardscape.

*NOTICE: Before proceeding with repairs and material replacement mandated in the rules of the Home Maintenance Committee, the member also must obtain approval of the Architectural Committee regarding its mandates.<sup>1</sup>*

The Common Property Committee develops and enforces its rules regarding its application process and other mandates provided in its rules regarding common property.<sup>2</sup>

The Clubhouse Committee develops and enforces its rules concerning clubhouse behaviors and interactions with Association staff.<sup>3</sup>

### **Enforcement Actions**

The procedures for enforcing these standards are provided in section L. Compliance Procedures for Home Maintenance Standards.

### **Fines**

Fines for violations are assessed according to the Penalty Schedule, Appendix A.

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<sup>1</sup> Architectural Policies & Procedures

<sup>2</sup> Policies & Practices of the Common Property Committee

<sup>3</sup> Clubhouse Rules



# Home Maintenance Rules

## A. HAZARDOUS AND UNSAFE CONDITIONS

Any violations of these rules by any act or omission that creates or contributes to hazardous or unsafe conditions must be remedied immediately.

Violation of this standard is a Category 3 violation.

## B. DWELLINGS AND STRUCTURES

### 1. General Maintenance

All external parts of dwellings and ancillary structures, which includes, but is not limited to, windows, screens, awnings, doors, siding, elevated landings, porches, decks, arbors, sheds, play structures, flag poles, chimneys, railings, mailboxes, and stairs, are subject to the following requirements:

- a. Dwellings and other structures must not exhibit deterioration, disrepair or damage.
- b. Dwellings and other structures must be clean and free of moss and algae.
- c. Paint, stain, and other external treatments must be uniform in color and without cracking, peeling or fading.
- d. Masonry must be maintained in good condition and damaged masonry must be repaired.
- e. Rotten wood, broken or missing boards, and damaged siding, shingles or shakes must be repaired.

Violation of the above requirements must be remedied within 45 days following the issuance of the Notice of Violation and Opportunity for Hearing (NOV). If a member is unable to complete repairs within 45 days because of pending permitting requirements or Architectural Committee approval, the fine for this violation may be mitigated when the violation was caused by unavoidable or excusable circumstances as provided in the Penalty Schedule.

Violation of these standards is a Category 2 violation.

### 2. Roofs

Roofs, which includes, but is not limited to, rafters, soffits, fascia, downspouts, chimneys and gutters, and other related components, are subject to the following requirements:

- a. Roofs that are damaged, deteriorated or in disrepair must be repaired.
- b. Roofs must be clean and free of debris, algae, grass and moss.
- c. Gutters and downspouts must be kept clear of blockages and in good repair.

Violation of the above requirements must be remedied within 45 days following the issuance of the NOV. If a member is unable to complete repairs within 45 days because of pending permitting requirements or Architectural Committee approval, the fine for this violation may be mitigated when the violation was caused by unavoidable or excusable circumstances as provided in the Penalty Schedule.

Violation of these standards is a Category 2 violation.

### 3. Driveways

Driveways, which include pathways adjacent to the house, parking pads and bays, and other parking areas that are visible from the street, are subject to the following requirements:

- a. Driveways must be clean and free of weeds, accumulated leaf debris, and moss and algae.
- b. Driveways that are damaged, deteriorated or in disrepair must be repaired.

Violation of the above requirements must be remedied within 45 days following the issuance of the NOV. If a member is unable to complete repairs within 45 days because of pending permitting requirements or Architectural Committee approval, the fine for this violation may be mitigated when the violation was caused by unavoidable or excusable circumstances as provided in the Penalty Schedule.

Violation of these standards is a Category 1 violation.

#### **4. Fences**

- a. Fences must be clean and upright.
- b. Obscuring vegetation must be maintained to screen the back side of the fence if the supporting structures for the fence are visible from the street or common areas.
- c. Dilapidated fences must be replaced.
- d. Rotten wood and damaged or missing fencing material must be replaced.
- e. Fencing material must be uniform in color, without cracking, peeling or fading.

Violation of the above requirements must be remedied within 45 days following the issuance of the NOV. If a member is unable to complete repairs within 45 days because of pending permitting requirements or Architectural Committee approval, the fine for this violation may be mitigated when the violation was caused by unavoidable or excusable circumstances as provided in the Penalty Schedule.

Violation of these standards is a Category 2 violation.

#### **5. Sidewalks**

Sidewalks, including the property lying between the sidewalk and the adjacent and abutting property must be in good repair and the adjoining property must be free of weeds, debris and other obstructions.

Violation of this standard is a Category 1 violation.

#### **6. Exterior Water Amenities**

Swimming pools, ponds, hot tubs, spas, rainwater collection systems, other water-related facilities and water features, including waterfalls and fountains, must be properly maintained to avoid nuisance conditions. Nuisance conditions include, for example, improper water storage resulting in uncontrolled runoff and overflow, stagnant water with algae growth or insect breeding, and the presence of odors or debris.

Violation of these standards is a Category 1 violation.

### **C. LANDSCAPE**

#### **1. Planting Areas Generally**

Planting areas, which includes all areas in a landscape planted with vegetation or suitable for growing vegetation, are subject to the following requirements:

- a. Planting areas must present a neat and well-tended appearance year round.
- b. Planting areas must be free of weeds and debris, including leaf litter, dead plants, and trash.
- c. Wildflowers are permitted as part of landscapes but must not be the predominant feature of the landscape.

- d. Ground cover must be neatly trimmed and must not encroach on streets, neighbors' properties or common property.
- e. Mulch or bark dust is acceptable as ground cover, except when used as the predominant feature in the landscape.
- f. Bare ground must be planted to avoid erosion or the incursion of weeds and noxious vegetation.

Violation of these standards is a Category 1 violation.

## **2. Lawns**

- a. Lawns must be kept watered, mowed, and weed free.
- b. Lawns along sidewalks and other paved areas must be neatly edged.
- c. Lawns must be free of debris, including leaf litter, dead plants, and trash.

Violation of these standards is a Category 1 violation.

## **3. Weeds, Brush and Noxious Vegetation**

- a. Weeds and dead vegetation must be eliminated from landscapes and around hard surface areas and must be collected for disposal as yard debris.
- b. Invasive plant species, identified in Appendix B, must be removed immediately from the landscape.
- c. English ivy must be removed from trees and prevented from invading streets, neighbors' properties and common property.

Violation of these standards is a Category 1 violation.

## **4. Trees, Shrubs and Bushes**

- a. Street trees along the adjacent right-of-way are the member's responsibility and must be properly maintained.
- b. Shrubs and bushes must be pruned as needed to maintain a neat, well-tended appearance.
- c. Dead trees, branches, stumps, and other dead vegetation must be removed without delay.

**NOTICE:** Lake Oswego's Tree Code, Chapter 55, applies to tree maintenance, trimming, and removal.<sup>4</sup>

Violation of these standards is a Category 1 violation.

## **5. Yard Debris**

- a. Yard debris, such as fallen leaves, needles, cones, dead branches, grass and plant clippings, and dead vegetation, must be collected for proper disposal.
- b. Yard debris must be prevented from blowing into streets, storm drains, common areas or neighbors' properties.
- c. Disposal of yard debris must be in accordance with the Association's Yard Debris Policy.<sup>5</sup>

Violation of these standards is a Category 1 violation.

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<sup>4</sup> [Lake Oswego Tree Code, Chapter 55](#)

<sup>5</sup> Yard Debris Policy

## **6. Vegetable and Fruit Gardens**

- a. Vegetable and fruit gardens must be well-tended and must be devoid of rotting fruits and vegetation, unless the decaying vegetation is being properly composted.
- b. Vegetable gardens, if located in the front of the house, are not permitted to be the predominant feature of the landscape.

Violation of these standards is a Category 1 violation.

## **7. Composting**

Compost piles and containers must not be visible from the street or common areas.

Violation of this standard is a Category 1 violation.

## **8. Exterior Flower Pots and Hanging Planters**

Flower pots and hanging planters containing flowers or other vegetation that are visible from the street or common areas are permitted if they are well-tended and are primarily decorative.

Violation of this standard is a Category 1 violation.

## **9. Vegetation Affecting Sidewalks and Streets**

- a. On a corner lot, hedges, bushes and shrubs in close proximity to the street are not permitted to exceed 36 inches in height above the crown of an adjacent street.
- b. Plants and trees must be trimmed to avoid impairing or obstructing travel on streets and sidewalks.

**NOTICE:** Lake Oswego's Tree Code, Chapter 55, applies to tree maintenance, trimming, and removal.<sup>6</sup>

Violation of these standards is a Category 1 violation.

## **10. Yard Equipment**

The operation of power equipment, such as leaf blowers, lawn mowers, and power washers, is not permitted before 9 am or after 8 pm daily.

Violation of this standard is a Category 1 violation.

# **D. UNDEVELOPED LOTS AND UNTENANTED PROPERTIES**

## **1. Undeveloped Lots**

The Association may maintain vacant lots if the property owners are in violation of applicable standards and do not bring the property into compliance. Association maintenance includes: removing debris, weeds, invasive plants, or other waste material; trimming or removing dead or damaged vegetation; and cultivating or maintaining hedges, trees, shrubs, lawns and plants.

The property owners will be charged for the costs incurred by the Association to perform maintenance in addition to the fines for violating standards established for property in Mountain Park.

Violations on undeveloped lots of any applicable standard are Category 3 violations.

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<sup>6</sup> [Lake Oswego Tree Code, Chapter 55](#)

## **2. Untenanted Properties**

- a. If property within Mountain Park is untenanted or abandoned and the grounds are not maintained to the standards established for properties in Mountain Park, the Association may maintain the grounds. This includes: removing debris, weeds, invasive plants, or other waste material; trimming or removing dead or damaged vegetation; and cultivating or maintaining hedges, trees, shrubs, plants or lawns.
- b. The property owners will be charged for the costs incurred by the Association to perform maintenance in addition to the fines for violating the standards established for properties in Mountain Park.

Violations on untenanted properties of any applicable standard are Category 3 violations.

## **E. OUTDOOR STORAGE**

### **1. Outdoor Storage Generally**

- a. Garden supplies, equipment and tools, such as lawn mowers, ladders, landscape tools, hoses, bags of seed, fertilizer and mulch, must not be stored in the driveway or be visible from the street or common areas.
- b. Tarps may be used outdoors, but they must not be visible from the street.
- c. Firewood must not be stored where it is visible from the street.
- d. Household goods and equipment must not be stored in the driveway or be visible from the street or common property. This provision does not prohibit storage of outdoor furniture on decks and patios.

Violation of these standards is a Category 1 violation.

### **2. Portable Outdoor Storage Units**

Portable outdoor storage units must not be placed on a property for more than 30 days within a 12-month period. If a member violates this requirement, the fine may be mitigated if the violation was caused by unavoidable or excusable circumstances as provided in the Penalty Schedule.

Violation of this standard is a Category 1 violation.

### **3. Exterior Sports Equipment**

Free-standing, exterior sports equipment must be stored in a location that reduces, as much as possible, its visibility from the street when not in use. Storage in or near the street or on the sidewalk is prohibited.

**NOTICE:** See also maintenance requirements in Section K. 5.

Violation of these standards is a Category 1 violation.

## **F. CONSTRUCTION AND DEMOLITION**

### **1. Building Materials, Equipment and Debris**

- a. During construction or demolition, materials, debris, equipment and vehicles must not interfere with the use of streets and sidewalks by pedestrians or other vehicles.
- b. Construction or demolition equipment, materials and debris must not be stored on the property longer than 24 hours if left in an area visible from the street or common property, except construction debris may be stored in a dumpster. The fine for this violation may be mitigated if the violation was caused by unavoidable or excusable circumstances as provided in the Penalty Schedule.

Violation of these standards is a Category 1 violation.

## **2. Dumpsters**

Dumpsters are not permitted on private property for more than 30 days within a 12-month period. If a member does not remove the dumpster within 30 days, the fine for this violation may be mitigated if the violation was caused by unavoidable or excusable circumstances as provided in the Penalty Schedule.

Violation of this standard is a Category 1 violation.

## **3. Chemical Toilets**

- a. Chemical toilets are permitted and must be located to avoid, as much as possible, their visibility from the street.
- b. Chemical toilets must be removed as soon as possible from the site when no longer necessary.

Violation of these standards is a Category 1 violation.

# **G. GARBAGE AND RECYCLING**

## **1. Storage of Containers**

- a. Garbage and recycling containers must be stored in the garage or, if necessary, containers must be stored behind the building's front perimeter.
- b. If containers cannot be stored in the garage, they must be screened from public view by shrubbery, foliage, or an approved structure.<sup>7</sup>

See also the particular requirements for yard debris in the Association's Yard Debris Policy.<sup>8</sup>

## **2. Curbside Collection**

- a. Recycling and garbage containers are not permitted to be placed curbside more than 24 hours prior to the scheduled collection day.
- b. Containers must be returned to their proper storage area within 24 hours after the day of collection.

See also the particular requirements for yard debris in the Association's Yard Debris Policy.<sup>9</sup>

## **3. Proper Disposal**

- a. No property may be used or maintained as a dumping ground for rubbish, garbage, trash, or waste. This prohibition includes, but is not limited to, discarded, abandoned, non-functional objects, and unused objects or equipment, such as automobiles, tires, furniture, stoves, refrigerators, freezers, containers, and cans. Garbage and other waste must be properly disposed of in sanitary containers in accordance with these rules and applicable government regulations.

Violation of these standards is a Category 1 violation.

# **H. HOME-BASED BUSINESSES**

- a. A home-based business is not permitted if the business creates noxious, offensive or unlawful activity or creates excessive traffic or noise.
- b. A separate entrance, path, stairway, walkway, or other access created specifically for the use of the business or its customers is prohibited and must be removed.

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<sup>7</sup> Architectural Policies & Procedures

<sup>8</sup> Yard Debris Policy

<sup>9</sup> Yard Debris Policy

- c. A home-based business is prohibited from using garage or yard sales from the home as a means of selling merchandise.

**NOTICE:** Lake Oswego Code 50.03.004.1.b.ii applies to home-based businesses.<sup>10</sup>

Violation of these standards is a Category 2 violation.

## **I. VEHICLES**

### **1. Vehicle Parking and Storage Generally**

- a. Vehicles must only be parked in the garage or on driveways, parking bays, parking pads, or on the street.
- b. Detached truck canopies and trailers used for hauling must not be stored where they are visible from the street or common areas.

Violation of these standards is a Category 1 violation.

### **2. Recreational Vehicles**

Recreation vehicles are not permitted to be parked on driveways or in the street for a period in excess of 24 hours. Recreational vehicles include, but are not limited to, motor homes, travel trailers, Fifth wheels, ATVs, jet skis, and boats.

Violation of this standard is a Category 1 violation.

### **3. Inoperable and Unsightly Vehicles**

Inoperable vehicles and vehicles having an unsightly appearance because they are dilapidated, damaged, or in disrepair must be parked in garages or in approved parking areas that are not within public view.<sup>11</sup>

Violation of this standard is a Category 2 violation.

## **J. SIGNAGE AND ADVERTISEMENTS**

### **1. Signage in General**

- a. Commercial and personal signs, advertisements and display materials, political signs, general notices and other signs are not permitted, unless specifically allowed in rules J. 2 through 6.
- b. Property owners must remove any prohibited signs.
- c. No signs are permitted on a house, apartment or any ancillary structure or in the windows of these structures.

Violation of these standards is a Category 1 violation.

### **2. Apartment Property Signs**

- a. Each apartment complex may have a maximum of two a-board advertisement signs, but only one a-board is permitted per entrance to the apartment complex.
- b. A-boards must not be larger than 32 inches wide and 44 inches high and may provide boxes for brochures and marketing material that do not project beyond the perimeter of the a-board.

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<sup>10</sup> [Lake Oswego Code 50.03.004.1.b.ii](#)

<sup>11</sup> Architectural Policies & Procedures

- c. Balloons are not permitted, except they may be attached to a-boards on Saturdays and Sundays between the hours of 7:00 A.M. and 7:00 P.M. Any balloons used or displayed outside these permitted hours must be removed promptly.
- d. No flags or bunting are permitted.
- e. No signs are permitted on the apartments or on any ancillary structures or in the windows of the apartments or ancillary structures.

Violation of these standards is a Category 1 violation.

### **3. Real Estate Marketing Signs**

- a. Real estate marketing signs must be oval, 18 inches wide and 24 inches high, and include the Mountain Park logo. A sign provided by a listing agent is allowed if the agent is acting for the owner and the sign complies with these requirements.
- b. Real estate signs must have their own stakes or supporting devices.
- c. Real Estate signs are limited to one sign per private property being offered for sale or rent.
- d. No real estate marketing signs are permitted on houses or structures or in their windows, except real estate marketing signs for condominium units that are for sale or rent.
- e. All signs must be removed when the sale is closed or the property is rented.

Violation of these standards is a Category 1 violation.

### **4. Garage and Moving Sale Signs**

- a. Garage and moving sale signs must be oval, 18 inches wide and 24 inches high, and include the Mountain Park logo. The Association provides signs for garage sales and moving sales. Signs must have their own stakes or supporting devices.
- b. Garage and moving sale signs are permitted to be displayed no more than 24 hours before a sale begins and must be removed as soon as the sale is over.
- c. No garage or moving sale signs are permitted to be displayed for more than four (4) consecutive days.
- d. No garage or moving sale signs are permitted on the house or on any ancillary structures or in their windows.
- e. Garage and moving sale signs obtained from the Association may be placed on common property to provide directions to the sale and are also subject to the limitations in this rule.

Violation of these standards is a Category 1 violation.

### **5. Open House and Estate Sale Signs**

- a. Open house and estate sale signs, including directional signs and a-boards, are permitted, but the signs must be displayed only during the hours of the open house or estate sale.
- b. Except for a-boards, signs must be oval, 18 inches wide and 24 inches high, include the Mountain Park logo and have their own stakes or supporting devices.
- c. A-boards must not be larger than 32 inches wide and 44 inches high.

Violation of these standards is a Category 1 violation.

### **6. Security, Safety and Hazard Signs**

- a. Security, safety and hazard signs that are less than 120 square inches in size are permitted on private property.
- b. Security, safety and hazard signs must be placed within 25 feet of the dwelling.



Violation of these standards is a Category 1 violation.

## **K. MISCELLANEOUS ISSUES**

### **1. Flags**

- a. Flags, including U.S., national, seasonal and decorative varieties, suspended from an attachment fixed to the house are permitted. Flags must be no larger than four (4) feet by six (6) feet. Strings of flags are prohibited.
- b. Flags that would alarm, threaten, or offend a reasonable person are prohibited, including flags that:
  - i. Refer to intimate body parts or to sexual or excretory acts or functions;
  - ii. Refer in an alarming or offensive manner to a person or class of persons on the basis of race, color, gender, ethnic heritage, national origin, or other characteristic;
  - iii. Refer to illegal acts.
- c. Flags must be in good condition. Faded, tattered, and torn flags must be removed.

**NOTICE:** Architectural Committee rules apply to flag poles.<sup>12</sup>

Violation of these standards is a Category 1 violation.

### **2. Pets**

- a. Pets are limited to dogs and cats unless they are confined to the inside of the dwelling at all times.
- b. Pets that exhibit aggressive, menacing or threatening behavior to neighbors or the Association's staff must be confined to areas that protect the neighbors and staff from being subjected to offensive behavior.
- c. Pet feces must not remain within view of the street and must be collected and disposed of properly.
- d. Pets must not be allowed to damage or destroy a neighbor's property.

Violation of these standards is a Category 1 violation.

### **3. Clotheslines**

Clotheslines are permitted, but must not be visible from the street.

Violation of this standard is a Category 1 violation.

### **4. Yard Decorations**

- a. Yard decorations that are visible from the street must be in good repair and well maintained. Yard decorations include, for example, statues, fountains, gnomes, wind chimes, flower pots and planters, and other decorative appurtenances.
- b. Yard decorations that are visible from the street must not be so excessive that they create a cluttered impression or diminish the curb appeal of houses in a high-class neighborhood.

Violation of these standards is a Category 1 violation.

### **5. Exterior Sports Equipment**

If visible from the street, sports equipment must in good repair, clean and free of moss and algae.

Violation of this standard is a Category 1 violation.

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<sup>12</sup> Architectural Policies & Procedures

## **6. Exterior Holiday Decorations and Lighting**

- a. Exterior displays of winter holiday decorations, including decorative lights, are permitted to begin on Thanksgiving and must be removed by January 31 of the following year.
- b. All other exterior holiday displays and lighting are permitted two (2) weeks prior to the holiday and must be removed seven (7) days after the holiday.

Violation of these standards is a Category 1 violation.

## **7. Noise**

Violation of the noise provisions in Lake Oswego Code 34.10.537-539<sup>13</sup> is prohibited.

Violation of this standard is a Category 1 violation.

## **8. Garage and Yard Sales**

- a. Unless sponsored by the Association, garage and yard sales are not permitted to occur on any property more than three (3) times within 12 months.
- b. Advertisements for garage and yard sales must comply with the signage requirements in section J. 4.

Violation of these standards is a Category 1 violation.

# **L. COMPLIANCE PROCEDURES**

## **1. Staff Resolution of Compliance Problems**

Ensuring compliance with the rules and standards of the Association is the responsibility of the Board, working in concert with its committees and Association staff.

The responsible senior staff leader for compliance is the Compliance Manager. The Compliance Manager has a broad range of responsibilities that include: a) monitoring the properties within Mountain Park; b) identifying compliance problems; c) communicating with Members and residents about compliance problems; d) working with Members and residents to achieve voluntary compliance; and e) issuing a Notice of Violation and Opportunity for Hearing (NOV) when this action is appropriate.

### **REPORTING REQUIREMENTS**

At every monthly meeting of the Committee, the Compliance Manager will report on compliance activities regarding the Committee's rules. The report must include a summary of all compliance issues that resulted in the issuance of an NOV, as well as any other information for Committee review as determined by the Compliance Manager and the Committee.

## **2. Compliance Procedures for Home Maintenance Standards**

### **OVERVIEW OF COMMITTEE'S RESPONSIBILITY**

If informal action by the Compliance Manager has not resulted in bringing a property into voluntary compliance with the Committee's rules, the Compliance Manager will issue an NOV. The Committee will decide whether there is a violation and the appropriate amount of the fine or sanction, if any, regarding all NOVs that have been issued regarding its rules. If a hearing has been requested to contest the allegations in any NOV, the Committee will conduct the hearing before making its decision.

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<sup>13</sup> [Lake Oswego Code 34.10.537-539](#)

## HEARING REQUESTS

To contest the allegations in an NOV, the affected Member must request a hearing in writing within 15 calendar days following the date of the NOV. Any written information the Member wants considered by the Committee must be provided to the Association within 15 calendar days following the date of the NOV.

The Association will provide an opportunity for a hearing that is within 45 calendar days from the date the NOV was provided or mailed to the Member, *unless staff reasonably needs more time to accommodate processing requirements and Board or Committee schedules. Related hearing requests may be consolidated for hearing. Members may designate a representative in writing to attend the hearing if they prefer not to appear in person.*

*The member may request a hearing be rescheduled only for good cause due to circumstances reasonably beyond the member's control.*

## TIMELY RECEIPT OF DOCUMENTS

Documents must be received from Members within the timeframes specified in these procedures or as specified by the Committee. Documents are considered received according to the date of mailing (postmark) or upon receipt of an electronic submission. The Committee will determine if the hearing request or any other submission was received within the specified timeframes if disputes arise regarding the timely receipt of documents.

## ***CONTESTED NOV'S***

### CONDUCT OF THE HEARING

If a hearing is requested to contest the allegations in the NOV, the Committee will conduct the hearing. At the hearing, the Member may explain the Member's position concerning the NOV. The Association's staff and the Member may present information from witnesses and provide documents and pictures. The Committee may ask questions and request further information from the Member or the Association's staff in order to make its decision. The Committee may set reasonable time limits for oral presentations and the submission of any requested information.

The Committee will consider the information presented at the hearing by the Association's staff and the Member, or requested by the Committee, when making its decision. The Committee's decisions must be reasonable, based on applicable Association rules and policies, and consistent with prior decisions having the same or substantially similar issues.

Within seven (7) days of the hearing, the decision of the Committee will be provided to the Member in writing and it will include notice of the Member's right to appeal the decision to the Board.

### APPEALS TO THE BOARD OF DIRECTORS AFTER HEARING

Any appeal to the Board must be made within 15 calendar days of the date of the Committee's written decision following a hearing. The appeal to the Board must be in writing and provide the specific reasons the Member objects to the Committee's decision.

The Board's review on appeal shall be limited to consideration of the documents, pictures, and written information presented to the Committee, the Committee's decision, and the objections raised in the Member's appeal. The Member may explain the specific objections raised in the appeal based on the information previously provided by the Member to the Committee. The Board may request an explanation from the Committee and the Association's staff regarding the Committee's decision and the issues raised in the appeal by the Member.

Based on the Member's specific objections provided in the appeal, the Board of Directors may decide that there was no violation, ratify and adopt the Committee's decision, or return the matter to the Committee for reconsideration.

After an appeal, the Board will provide its decision in writing to the Member. Any fine is due, and any other Board sanctions are effective, immediately after the Board issues its final decision.

### ***UNCONTESTED NOV'S***

#### **DECISIONS WHEN NO HEARING WAS REQUESTED**

If no hearing was requested, the Committee will consider the allegations in the NOV and determine whether there was a violation and the appropriate penalty. In making its decision, the Committee may consider any additional information requested by the Committee or presented to the Committee by the Compliance Manager. The Committee's decisions must be reasonable, based on applicable Association rules and policies, and consistent with prior decisions having the same or substantially similar issues.

The Committee's decision will be presented to the Board for ratification and adoption as the final decision. Any fines are due, and any other Board sanctions are effective, immediately after the Board issues its final decision.

#### **REPORTING COMMITTEE ACTIONS**

Whenever there has been an action by the Home Maintenance Committee regarding any NOV, there will be a report presented within 30 days to the Board of Directors.

#### **EFFECTIVE DATE**

The effective date of these standards and procedures is January 14, 2019. These standards and procedures apply to all violations pending on the effective date after reasonable notice is provided to any affected Members.

## **APPENDIX A**

### **PENALTY SCHEDULE**

#### **I. Standard Penalties**

For purposes of determining what constitutes an “offense” under the penalty schedule, an offense is defined as an act or omission that violates the Committee’s rules. Each rule violation is assigned a penalty category in the Committee’s rules.

In the event that a particular offense occurs independently on more than one occasion within a two-year period, these repeat offenses will be treated as the second, third or subsequent offense and the penalty schedule prescribes a higher penalty. The two-year limitation on higher penalties for subsequent, repeat violations runs from the date of the first offense. Repeat offenses are different from an offense that is “on-going and uncorrected” as described in Sections II and IV.

Category 1:

\$100 first offense;

\$200 for second offense;

\$400 for each subsequent offense.

Category 1 violations include all rules enforced by the Home Maintenance Committee, unless the violation is specifically assigned to a different category in the Committee’s rules.

Category 2:

\$200 first offense;

\$400 for the second offense;

\$800 for each subsequent offense.

Category 3:

\$500 for first offense;

\$1,000 for second offense;

\$2,000 for each subsequent offense.

#### **II. Legal Action**

The Association may seek legal remedies at any time. When a violation is on-going and uncorrected for three 30-day periods or the total amount of fines unpaid by their due dates is \$3,000, whichever occurs first, the Association will pursue appropriate and available legal actions against the Member.

#### **III. Reasons for Mitigating the Standard Fine**

The Member may have the standard penalty reduced for good cause. For mitigation of the penalty for good cause, the Member must show the violation occurred because of unavoidable or excusable circumstances that were reasonably beyond the violator’s control. Examples of good cause include prolonged illness or hospitalization or other substantial reasons that reasonably prevented the violator from correcting the violation.

The fine also will be mitigated if the Member corrects the violation prior to the Committee’s decision regarding the NOV.

Except regarding a Category 3 violation, no fine will be imposed for the first violation committed by the member, if it is corrected before the Committee's decision. A penalty will be imposed for subsequent violations.

#### **IV. Reasons for Aggravating the Standard Fine**

Additional penalties will be assessed for on-going violations that are not corrected by the responsible Member as required by the Committee's rules. Additional penalties may be assessed monthly, with notice and opportunity for hearing, until the on-going violation is corrected.

A Member's enjoyment rights regarding the clubhouse and common property may be suspended for thirty days if a violation is not corrected as required by the Committee's rules.

## **APPENDIX B**

### **INVASIVE PLANT SPECIES**

- English ivy (*Hedera helix*, *H. hibernica*)
- Himalayan blackberry (*Rubus armeniacus*, *R. discolor*, *R. procerus* *R. bifrons*)
- Traveler's joy clematis, Old man's beard (*Clematis vitalba*)
- Herb Robert (*Geranium robertianum*)
- Kudzu (*Pueraria lobata*)
- Shining geranium (*Geranium lucidum*)
- Scotch broom (*Cytisus scoparius*)
- Spurge laurel (*Daphne laureola*)
- English holly (*Ilex aquifolium*)
- English laurel (*Prunus laurocerasus*)
- English hawthorn (*Craetagus monogyna*)
- Garlic mustard (*Allinaria petiolate*)
- Italian arum (*Arum italicum*)
- Poison hemlock (*Conium maculatum*)
- Yellow archangel (*Lamium galeobdolon*)
- Lesser celandine (*Ranunculus ficaria*)

See ORS 569.350