

**RULES AND REGULATIONS  
OF  
ALPINE MEADOWS CONDOMINIUMS  
(Updated November 2023)**

The following administrative rules and regulations are adopted by the Alpine Meadows Condominiums Unit Owners Association, Inc. ("Association") for the purpose of assuring that the Condominium is operated in an efficient and orderly manner so as to create a pleasant living environment.

**Article I: General**

**1.01 Applicability to All Residents:** All rules and regulations shall apply to and shall be complied with by all Unit Owners, residents within Units and their guests, families, invitees and tenants.

**1.02 Definitions:** All capitalized terms not defined herein shall have the definitions assigned to such terms by the Declaration of Condominium for Alpine Meadows Condominiums (the "Declaration").

**1.03 Keys and Locks.** The Association shall have the right to retain a passkey to each Unit at all times. No Unit Owner shall alter any lock or install a new lock on any door of the Condominium without the prior written consent of the Association. If such a consent is given, the Unit Owner shall provide the Association with an additional key for use by the Association pursuant to its rights to access the Units.

**1.04 Unit Ownership Use.** The Units and Common Elements of the Condominium shall only be used for single family residential purposes. A Unit shall be deemed to be used for single family residential purposes if it is occupied by no more than one (1) family (defined to include persons related by birth, marriage or adoption) plus no more than one (1) unrelated person.

**1.05 Unit Rental.**

- a. Eligibility.** No Unit may be rented, in whole or in part, without the written permission from the Board of Directors, and the maximum number of rentals is not to exceed 10% of the Units or seven (7) units of the property. To be eligible for rental approval, a Unit Owner shall not have any outstanding debts to the Association and no unresolved infractions of the Rules as laid out in the Association Documents. The Unit shall have been listed for sale at a maximum of fair market value on the MLS (Multiple Listing Service) for at least six (6) months and proof of this shall be provided to the Board of Directors prior to approval.
- b. Approval.** Once the Board of Directors approves a Unit for rental, the Owner understands that a period of up to two (2) months is allowed to secure a tenant, followed by a 12-month rental period that begins two (2) months after the date of rental approval by the Board of Directors or the day the tenant lease begins, whichever comes first.
- c. Requirements.** If the tenant vacates prior to the end of the 12-month period, the period is considered terminated. Likewise, if the tenant does not adhere to the Rules laid out in the Condominium Documents or dues or other debts to the Association are not paid in full on

time, the Association shall evict the tenant and charge any fees incurred to the Unit Owner. In this instance the rental period shall also be terminated. No grace period is allowed for the delinquent accounts. If the Unit Owner shall be living more than 60 miles from the property, the Unit Owner agrees to retain a management company to manage tenant concerns that are not the responsibility of the Association until the end of the rental period or until the Owner moves back into the specified radius. The name of the management company and contact information shall be provided to the Board of Directors prior to the first day of the tenant's lease. Failure to provide this information or lapse in management of the Unit shall result in termination of rental approval and any fees incurred to evict the tenant will be charged to the Unit Owner.

- d. Allotments.** If all allotted Units are rented and an additional Owner wishes to rent, they shall wait until the next Unit reaches the end of its term. At that time, all Owners who have asked to be allowed to rent their Units shall be entered into a lottery for the opening. The Owner chosen at random shall be offered the opening provided that they meet the required criteria. If that Owner is ineligible or declines, a second name shall be chosen at random and the process shall continue until the opening is filled.

**1.06 Violation Procedure.** A complaint may be brought by any resident against another resident to the attention of the Board of Directors in writing, and/or by requested public hearing at any Board Meeting. The Board requests that each resident help create a friendly and pleasant atmosphere by attempting to work out any problems before issuing a complaint. The Board of Directors, or by delegation, the Association property management firm, shall determine whether a violation has occurred. If deemed a Violation, the following course of action will be followed.

**First Notification.** A Notice of Violation letter is to be sent by the Property Manager informing the Unit Owner that a complaint has been received, what the complaint is, what is expected to resolve the complaint and the timeline of when this must be resolved (if deemed necessary). If the violator is a renter/tenant, the original Notice of Violation will be sent to the Unit Owner and the renter/tenant will also receive a copy.

The Unit Owner may request a hearing before the Board of Directors to appeal the violation. Notification of appeal to the Board of Directors must be made within ten (10) days of the issuance of the Notice of Violation Letter to allow the hearing to be placed on the agenda of the next regular Association Board Meeting.

**Second Notification.** A second Notice of Violation Letter is sent by the Property Manager to the Unit Owner if the first offense is not resolved in the timeline originally sent. Upon issuance of this second Notice of Violation, the violator shall be assessed a fine of \$100.00. This assessment is made against the Unit and is due within thirty (30) days.

**Final Notification.** Failure to pay the said fine within thirty (30) days will result in a lien being filed against the Unit on the 31<sup>st</sup> day. The Unit Owner will be so notified. The lien will total the \$100.00 fine for non-compliance, with an additional \$300.00 for every 30 days the violation has

not been corrected, plus any collection or court filing fees incurred by the Association. The Unit Owners' wages may be garnished.

***Subsequent offense for the Same Violation.*** A Notice of Violation is sent by the Property Manager to the Unit Owner. Subsequent complaints pertaining to the same violation or similar violation of a previous complaint will result in increasing fines at the rate of \$150.00 per repeat violation to the Unit Owner. The Unit Owner must correct or cease the offense within ten (10) days of receipt of the Notice of Violation and pay the designated fine. An additional fine will occur at the rate of \$5.00 per day for non-compliance beginning on the 11<sup>th</sup> day of receipt of the Notice of Violation.

***Voting Privileges Suspended.*** In addition to other remedies available, any Unit Owner who consistently fail to abide by these Rules may have his/her right to vote suspended on matters affecting the Condominium. After consideration of the circumstances, the Board of Directors shall decide whether and on what terms the Unit Owners' right to vote shall be suspended and reinstated, and shall advise the Unit Owner of the same.

If the Notice of Violation is decidedly not issued, the complainant is so informed within 72 hours of registering the complaint. The complainant may then appeal this decision to the Board of Directors.

Issuance of Notice of Violation, that includes the assessment of a fine, must be approved in writing by the Board of Directors and must be accompanied by a bill for said fine.

## **Article II: Appearances**

- 2.01 Signs.** No sign of any kind shall be displayed to the public view on any Unit without prior written consent of the Association. The Declarant reserves the right to erect signs, gates or other entryway features at all entrances to the Condominium and to erect appropriate signs for the sales of Units.
- 2.02 Hanging of Garments and Window Coverings.** The hanging of garments from the windows or any facades or balconies of the Condominium is prohibited. No sheets shall be used for window coverings. All window coverings, either supplied by the Declarant or by the Unit Owner, must appear as white, off-white or wood tone in color with no patterns or prints visible from the outside.
- 2.03 Protrusions.** No awning, television antennae, machines, air conditioning units, wiring for electrical or telephone installation or other similar protrusions shall be allowed on the exterior of the Condominium without the prior written consent of the Association. Nothing shall be affixed to the exterior of the Unit, including decks, patios and railings or any other similar exterior feature of the Condominium by nails, screws or any other means. Key Pads for garage door openers are allowed if the color of the opener is similar to the garage door trim. Key lock boxes

for Life Line or similar emergency companies are allowed with approval from the Board of Directors.

**2.04 Laundry.** No laundry is to be hung on the balcony or in windows for any reason.

**2.05 Limited Common Elements.** All decks, patios and balconies which are open to public view shall be kept in a neat and orderly condition. No pools, sandboxes or bikes shall be stored or used on the patio or the Common Element. The only items that may be stored the entire year are grills and deck/patio furniture. From May 1<sup>st</sup> to October 31<sup>st</sup>, the following items may be stored on the deck/patio. These items are flower and vegetable pots or planters and children's small wagons and toys. Statues, figurines or any other decorations that are not affixed to the Owners' Condominium, but are located in the Limited Common Element are subject to approval by the Board of Directors. Holiday decorations may be displayed in accordance with the rules above under 2.03 and need to be removed at the end of the holiday.

**2.06 Grills.** No grills of any type may be used on the upper floor balconies of any Unit. One grill per Unit is allowed on the lower floor patio. Per Village of Oregon Ordinance, the grills must be ten (10) feet away from a building when in use (therefore, you cannot grill on your deck/patio). The grills, once cooled, may be stored on your deck/patio or in your garage.

**2.07 Fire Pits.** Fire pits are allowed as long as they are no larger than four (4) feet by four (4) feet per the Village of Oregon Ordinance. Fire pits must be ten (10) feet away from the building on driveways only when in use. Fire pits shall be stored on the deck/patio or in your garage and not in any Common or Limited Common Element.

**2.08 Rock Gardens.** Flowers are allowed in the rock areas in the Limited Common Element around the Owners' Unit as long as the rock is left in place and the flowers are maintained by the Unit Owner. If the area is not maintained, it will be requested that the flowers be removed by the Unit Owner. All related costs are at the expense of the individual Unit Owner. No Unit Owner shall plant anything in the Common Element.

**2.09 Trash and Recycling Containers.** All trash bags, cardboard boxes, trash and recycling containers shall be kept inside the Unit Owners' garage at all times. No trash bags, cardboard boxes or containers are to be kept in the Common or Limited Common Elements. The containers may be placed at the roadway for pick up no earlier than noon the day before pickup. All containers shall be returned to the inside of the Unit Owners' garage within 24 hours of collection.

### **Article III: Use Restrictions**

**3.01 Animals, Screening/Registration.** Pet Caregivers must complete a Pet Application Form before occupying the Unit. If the Caregiver is already an Owner, they must register by completing the Pet Application Form and the existing pet must meet the rules and restrictions set forth in this document.

**Permissible Pets:****Dogs**

Number Allowed – One (1)

Weight Limit – Maximum 50 Pounds

Restricted Dog Breeds (not allowed)

- American Bulldog
- Pit Bull
- American Pit Bull Terrier
- Stafford Bull Terrier
- Mastiff
- Doberman Pincher
- German Pincher
- Wolf Dog or any Wolf Hybrid
- Boerboel
- Dogo Argentino
- Presa Canario
- Fila Brasileiro
- Akita
- Rottweiler
- Dalmation
- Shar Pei
- Chow Chow
- Cane Corso
- German Shephard/Mix

**Cats**

Number Allowed – Two (2)

**Restrictions:**

1. Pets must be registered with the Village of Oregon and the license number must be noted on Pet Owners' form.
2. Pets must be confined to the Pet Owners' Unit and must not be allowed to roam free or be tethered. Pets must not be left unattended on patios or balconies. Pets in transit are to be carried, restrained by a leash or placed in an animal carrier.
3. Persons who walk pets are responsible for immediately cleaning up after their animals and discarding securely bagged pet droppings in the Owners' trash.
4. Pet Caregivers are responsible for any damage caused by their pets. Any damage caused by cleaning chemicals or other such materials used in an attempt to remedy said damage is also the full responsibility of the Pet Owner.
5. No Pet shall be allowed to become a nuisance or create any unreasonable disturbance. Examples of nuisance behavior for the purpose of this paragraph are:
  - i. Pets whose unruly behavior causes personal injury or property damage.

- ii. Pets who make noise continuously and/or incessantly for a period of ten (10) minutes or intermittently for one (1) hour to the disturbance of any person at any time of day or night.
  - iii. Pets in Common Elements who are not under the complete physical control of a responsible human companion and on a hand-held leash.
  - iv. Pets who relieve themselves on walls or floors of Common Elements.
  - v. Pets who exhibit aggressive or other dangerous or potentially dangerous behavior.
  - vi. Pets who are conspicuously unclean or parasite infested.
6. Residents are responsible for the pets of guests who visit their unit: such pets are subject to the same restrictions as residents' pets. No pet (s) of guests can stay in the Unit for more than 14 days (consecutive or staggered) in any one (1) year period without prior written permission of the Board of Directors. Any Owner having a visiting pet for more than 24 hours must notify Management.
7. Pet Caregivers shall indemnify the Association and hold it harmless against loss or liability of any kind arising from their pet(s).

**Enforcement:**

Any Unit Owner or managing agent personnel observing an infraction of any of these rules shall contact the Management Company with the name and unit number of the Pet Owner. The Violation Procedure will then be followed.

**3.02 Damage to Common Elements.** Damages to the Common Elements or limited Common Elements caused by a resident or visitor or a resident or an agent of a resident shall be the responsibility of the Unit Owner or the person causing such damage.

**3.03 Maintenance of Unit.** All Unit Owners shall promptly perform or shall have promptly performed all maintenance and repair work within their own Unit which, if left unrepaired would adversely affect any portion of the Condominium. Each Unit Owner shall be responsible for all damages and liabilities that any failure to maintain or repair may engender. Unit Owners shall be prohibited from discarding any materials into the Common Elements and Limited Common Elements.

**3.04 Maintenance of Common Elements.** The Association shall be responsible for the management and control for the Common Elements and shall maintain the same in good, clean and attractive order and repair. As approved at the 2015 Annual Meeting, Sump Pumps will be considered a Limited Common Element. The maintenance and repair of said will be at the discretion of the Board of Directors on a case by case basis.

**3.05 Nuisances.** No offensive or unlawful activity shall occur in the Condominium. No offensive or unlawful use shall be made of the Condominium. All Unit Owners at their own expense shall comply with all governmental laws, ordinances, rules and regulations applicable to their Unit.

**3.06 Storage.** The Association shall not be liable for any loss or damage to property placed in any Unit, Common or Limited Common Elements.

**3.07 Salting.** Unit Owners are hereby prohibited from using salt on the access walks or driveways of the Condominium and shall be liable for the costs of repairs all damage caused by the use of salt.

#### **Article IV: Vehicle Restrictions**

**4.01 Parking.** Unit owners AND ALL who live in the unit shall park their vehicles in the garage. Additional vehicles shall be parked in the driveway. Any additional vehicles may be parked in the common spaces throughout the Association. Unit owners AND ALL who live in the unit shall not park, nor shall they permit their families, guests, or invitees to park upon or to block access to, the parking areas of other unit owners, or along Alpine Meadows Circle or Alpine Meadows Court. Additionally, any vehicle parked in the common spaces with expired plates, disabled, missing quarter panels, or other issue deemed worthy of review by the board, will be towed. Improperly parked vehicles shall be subject to removal at vehicle owners' expense.

**4.02 Owners Vehicles.** All Unit Owners shall notify the management company of their vehicle's make, model and license number using the Owners Information Sheets. The Unit Owners shall notify the management company of all changes to the vehicle make, model, and license number by letter or email, as soon as the change occurs.

**4.03 Service and Recreational Vehicles.** Parking of service and recreational vehicles, including, but not limited to, trailers, boats, campers, vans, or other such vehicles shall be prohibited unless such vehicles are parked in the Unit Owner's garage. These provisions shall not prohibit temporary parking of such vehicles for the purpose of loading and unloading.

**4.04 Compliance with Vehicular Codes.** All vehicles parked in the Association Common and Limited Common Elements are expected to be in compliance with all state and local vehicular regulations. Broken down (i.e., flat tire or other non-operable vehicles) or unlicensed vehicles are not permitted to park at any time on the Association premises. Such vehicles are subject to removal at the Owner's expense.

**4.05 Repair Work.** Auto repair work, including oil changes, is not allowed in the Unit driveways or in the Visitor parking stalls.

**4.06 Bikes/Recreational Equipment.** Unit Owners shall keep bikes and other recreational equipment in their parking garage and not stored or transported in the Common or Limited Common Elements.

**4.08 Garage Doors.** Garage doors shall remain closed at all times except when in use for ingress and egress purposes. (The garage doors may also be open a few inches in the summer to help vent the hot air.)

**4.09 Violations of Vehicle Restrictions.** All Violations will be tracked within a rolling calendar year. The 1st Violation - Written Warning; 2<sup>nd</sup> Violation - \$50.00 fine; 3<sup>rd</sup> Violation - \$100.00 fine; 4<sup>th</sup> Violation – Vehicle will be towed at the owner's expense.

## **Article V: Architectural Restrictions**

**5.01 Architectural Changes.** Unit Owners shall not make any changes to the architectural structure or floor plan of any Unit without the prior written consent of the Board of Directors of the Association. All structural changes altering the exterior boundaries of any Unit are prohibited. All materials and fixtures installed by the Unit Owner in connection with any changes described in this Section shall be of first class quality, new and fully paid for by the Unit Owner.

**5.02 Cost for Architectural Changes.** As a precondition to considering any request submitted by a Unit Owner under Section 5.01 above, the Board of Directors may require the Unit Owner to provide, at Unit Owners' expense, an expert study prepared by an architect or engineer showing the effect, if any, of the architectural changes upon the structure and building systems of the building within which the Unit is located.

**5.03 Minimal Disruption.** In implementing any architectural changes approved by the Board of Directors, the Unit Owner shall use all reasonable efforts to minimize disruption to other Unit Owners. All construction work shall be performed during normal business hours.

**5.04 Storm Doors.** Storm doors are allowed, at Unit Owners' expense, as long as they meet specifications as stated by the Board of Directors. Please contact the management company for the specifications.



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## Article VI: Amendments

**6.01 Amendments.** This document may be amended at any time by the Board of Directors of the Association.

These Rules and Regulations were adopted by the Board of Directors on November 27, 2023 and will be effective as of December 12, 2023.