

*MURRAY PARK CONDOMINIUMS ASSOCIATION OF UNIT OWNERS*

*RULES & REGULATIONS*

*Established February 2003 – Edited August 2019*

These Rules and Regulations are addressed to all owners and renters for the purpose of promoting harmonious living at Murray Park Condominiums. It is up to you to observe and enforce them. Your Board of Directors is empowered by Section 6.8 of the DECLARATION OF UNIT OWNERSHIP FOR MURRAY PARK CONDOMINIUMS to pass, amend, and revoke these rules.

The term ‘owner’ when used in these Rules and Regulations, refers to owners, residents, and renters of the units comprising Murray Park Condominiums.

All communications to the Board of Directors required under these Rules and Regulations should be addressed in writing to:

Board of Directors  
Murray Park Condominiums Association of Unit Owners  
c/o **FRESH START Real Estate, Inc.** (FSRE)  
6107 SW Murray Blvd., #313  
Beaverton, OR 97008  
503-319-5848 Cell-Text-MMS/SMS

[www.MurrayParkCondominiums.com](http://www.MurrayParkCondominiums.com)

## **I. UNITS**

### **A. GENERAL**

1. Owners and renters are responsible at all times for the conduct of tenants & guests.
2. Door to door solicitations are prohibited.
3. Activities by owners, renters, guests or pets which may cause damage to any unit, building, landscaping or any common area shall be the responsibility of the owner.
4. No obnoxious or offensive activity shall be carried on in any unit or common area which is either an annoyance or nuisance to other residents, or which violates the law.
5. Access to common areas, stairways, parking spaces, and streets are not to be blocked by vehicles or any other objects. Stairways or ramps are not to be used for storage or play areas for children.
6. Units shall be used as private residences only and shall not be used as a retail place of business. Daycare operations are prohibited.
7. No owner may modify or decorate the exterior of the building without the prior written consent of the Board.
8. Seasonal decorations may be hung from decks and windows, but all temporary holiday decorations must be removed within 15 days after the date of the holiday.
9. Only one "For Sale" or "For Rent" sign may be displayed for any one unit and may only be displayed in the unit window. Signs, directional, and/or flyer boxes found in the common area grounds or on the building exterior are subject to a fine and will be removed and disposed of without notice.
10. No owner or resident shall install or have installed wiring for electrical or telephone installation except as authorized in writing by the Board. No air conditioning units or similar devices may be installed on or through the exterior walls, roofs, or windows of the buildings, except as authorized in writing by the Board.
11. No window security bars, awnings or shades may be installed on the exterior of the building without the prior written consent of the Board.
12. Except as otherwise provided by law, no exterior radio or television antennae or satellite dish may be installed without the prior written consent of the Board, as Murray Park is supplied by cable TV service.
13. Window coverings must be white facing the exterior to ensure a uniform appearance from the exterior of the building. Discolored shades or any window coverings that are not white in color will be required to be removed and replaced. Failure to correct may be subject to a fine.

14. The maintenance, repair and replacement of the unit interior components as described in the Murray Park Condominium Declaration of Ownership, are the responsibility of the unit owner. Any alterations which affect the structural integrity, electrical or plumbing systems of the building must be approved by the Board and comply with local building and fire safety ordinances. Owners may not modify, paint, or otherwise decorate limited common areas (deck, patio, unit storage room) without the prior written approval of the Board.
15. The speed limit in all areas of the parking lots and drive path is five mph.

## **B. DECKS/PATIOS**

1. No articles of any kind may be hung or shaken from any window, deck, patio, or handrail. The use of clotheslines is not allowed.
2. Caution should be used when barbecuing on decks. Excessive smoke, which may be offensive to neighbors, must be avoided.
3. Decks and patios may be furnished with plants and appropriate patio furniture but are not to be used for storage. No dead plants or empty pots are allowed.
4. Firewood storage should be in limited quantities and all wood must be neatly stacked away from the building at least twelve inches so as not to encourage wood boring insects and dry rot.
5. All upper-level deck plants must have proper catch trays to prevent water overflow to the patio below. No planters may be set on or hung over the side of the deck rail or patio fence due to safety considerations. All plants must be removed from wood decks during the wintertime to prevent promoting dry-rot conditions. Owners are prohibited from any activity on upper decks that would otherwise drain or filter down into a lower deck or patio area.
6. Decks, landings, stairways, and common areas must always be kept clean and litter free.

## **C. NOISE**

1. Special attention shall be given to noise control during the hours of 10:00 p.m. through 7:00 a.m. Operation of appliances and bath fans should be avoided during these hours.
2. Excessive noise at any time will not be tolerated. Radios, stereos, television, video gaming, and social gatherings must be kept within reasonable limits at all times.

## **D. PETS & ANIMALS**

1. Residents are limited to two pets per unit.
2. No resident may keep any pet exceeding a weight limit of twenty-five (25) pounds unless approved in writing by the Board or unless otherwise required by law (ADA, Fair Housing Act, Section 504, or other applicable state/ federal law). All animals must be approved by and registered with the Board of Directors prior to being allowed on the property. Any

animal brought on to the property without prior approval will be subject to fine and/or removal.

3. An owner may be requested by the Board of Directors to permanently remove from the property any pet causing a nuisance.
4. Pets may not wander unattended in the common area. All dogs must be either on a leash or carried.
5. The pet owner is responsible for all pet cleanup and damage repair. Failure to clean up pet waste is a violation and is subject to a fine. Pet owners are requested to also be respectful of properties adjacent to Murray Park.
6. All dogs must be continually licensed within the municipality and/or County in which they are located.

## **E. OWNER/LANDLORD RENTALS & LEASING**

### **1) Owner/Landlord & Rental Requirements**

There is no rental cap in Murray Park Condominiums. All leases shall be in writing. Owners are fully responsible for the action of their Tenant(s). **Owners/Landlords are required to distribute and go over a copy of these rules and regulations with all Tenants.** Owners/Landlords are required to provide the following information to the Association within 15 days after a new lease is signed:

- a. A fully signed lease including the names of all occupants. All leases must be in writing.
- b. All leases must include language that *“the lease shall be subject in all respects to the provisions of the Declaration and the Bylaws and that nay failure by the lessee to comply with the terms of such documents shall be a default under the lease.”* (Bylaws Sec. 6.8.(a).
- c. The contact information for all adults 18 years of age or older (phone & email)
- d. The Tenant’s vehicle information including year, make, model, color, and license plate number(s).
- e. Proper documentation and Board approval prior to any pet being brought on the property. Pets are subject to the rules as defined in Section 1D above.
- f. A Tenant initialed copy of these Rules & Regulations.
- g. A \$75.00 lease processing fee payable to management for the processing and tracking of the Lease.

### **2) Owner/Landlord Reminders:**

- a. All Tenants shall always be under the control of and subject to the Declaration, Bylaws, rules and regulations of the Association and the Board of Directors (Bylaws Sec. 6.8.(a)).
- b. All units shall be used for residential purposes only. Each of the Units shall be occupied as a single-family private dwelling by its owner or their tenants, and for no other purpose (Declaration Sec. 6.1 & Bylaws Sec. 6.8.(a)).
- c. No Unit Owner may lease less than the entire Unit (Bylaws Sec. 6.8.(a)).
- d. No rooms may be rented.
- e. No Unit Owner shall be permitted to lease his Unit for a period of fewer than 30 days.

## **II. COMMON AREAS**

### **A. PARKING**

1. Owners and residents are required to register their vehicles with the property management annually.
2. All residents' vehicles parked at Murray Park must be private passenger vehicles in good repair and in regular use. Any vehicle that is unsightly or a hazard is subject to tow at the owner's expense. All vehicles must display current DMV tags on the license plates. Vehicle storage is prohibited. Vehicles must move regularly (every 72 hours). Vehicles observed to be stored or immobile for more that 72 hours are subject to tow at the Owner's expense.
3. Each unit is assigned one carport parking space. Owners and their guests may use unassigned parking spaces on a first come basis. Parking spaces must be maintained free of debris, oil and other damaging materials.
4. Guests or trade persons should be instructed to park in the designated guest spaces or off condominium property.
5. Vehicles illegally parked in assigned parking, "no parking" areas or fire lanes are subject to tow without notice at the owner's expense
7. No large trucks, oversized vans, motorcycles, or RVs (including motor homes, trailers, boats, campers, moving trucks, etc.) may be parked on the premises and are subject to tow at the owner's expense. Storage containers (P.O.D.S.) are prohibited anywhere on the property and are subject to fine and/or removal at the Owner's expense.
8. No major vehicle repairs are permitted in the parking area. Auto washing is permitted only in the paved parking areas. Unit owners must supply their own washing equipment and be responsible for leaving the area in a clean condition. No hoses may be left in the common or limited common areas.
9. No vehicles may take up more than one parking space.

## **B. UNIT STORAGE**

1. Unit storage rooms are to be maintained in a clean, safe manner.
2. No flammable or hazardous material may be stored.
3. No storage of any kind is permitted in the common areas, including in/under stairwells, decks, or patios.

## **C. COMMON AREA STORAGE ROOMS**

1. Common area storage rooms are attached to the exterior of each building. Some of these rooms house electrical meters, phone, cable TV, sprinkler equipment or association supplies and equipment and ARE NOT available for resident storage. Residents may use those that remain for personal storage; however, the use privilege is not exclusive. All residents of the building have equal right of use. The Association cannot be held responsible for items lost due to theft or damage.
2. No common area storage room may be fitted with a personal lock, other than those mechanical rooms maintained by the Association. Any lock installed by a resident will be removed without notice at the resident's expense.
3. No flammable or hazardous material or firewood may be stored in the common area storage rooms.

## **D. TRASH**

1. All trash must be bagged and placed inside the dumpster container to prevent unpleasant odors, loose debris, insects, and rodents. Placing any garbage or debris on the ground outside of the dumpster container is strictly prohibited and is subject to a fine.
2. Dumpster lids and enclosure gates should always be kept completely closed. Overfilling of dumpster containers is prohibited and subject to a fine. If a dumpster lid will not completely close, residents are required to find an alternative dumpster to use.
3. Cardboard boxes must be completely flattened and placed in the recycle area dumpster. All recycle items must be placed in the metal dumpsters containers and may not be left on the ground.
4. The use of dumpster containers for large articles including but not limited to furniture, shelving, bed frames, mattresses, box springs, construction debris, move-in/move-out items & supplies, appliances, etc. is strictly prohibited and is subject to a fine. All large articles must be disposed of off-site.

5. Residents are responsible for the disposal of their Christmas trees at an appropriate recycling center. They ARE NOT to be left in the common area, garbage enclosures, dumpster containers, or recycle areas.
6. Please pick up trash in common areas when you find it.

#### **E. SATELITE DISHES**

1. The dish may not be attached in any way to the building.
2. It must be freestanding.
3. The Association will review the installation to ensure that it does not adversely impact the common areas or other unit owners.
4. The dish must be taken when the owner vacates the property and any other wires etc. must be removed and property returned to its original condition.
5. Damage caused by the dish and/or its installation will be the sole responsibility of the owner of the unit. If repairs are required, the Association will charge back the Owner for such repairs.
6. The surface diameter of the dish may be no larger than one (1) meter. An installation agreement must be signed and on file with the property management company prior to the installation.

#### **F. ARCHITECTURAL CHANGES**

The building exterior should not be painted or altered in any way without prior written approval of the Board. All alterations must be in compliance with procedures required in the Declaration, Bylaws and Uniform Building Code of the local governmental authority. Proposals for alterations of the building exterior must be submitted to the Board in writing accompanied by all relevant details. The Board may require additional information or drawings before reaching a decision on the proposal.

### **III. FINES**

#### **A. NON-COMPLIANCE**

Fines can be levied against homeowners who fail (and whose tenants and guests who fail) to comply with the provisions of these rules. At the discretion of the Board, noncompliance with these rules may result in a minimum fine of \$50.00 per occurrence, or as defined in the Enforcement and Fine Resolution. Fines may continue to be assessed each month until the issue in question is resolved. Continuing noncompliance may result in daily, weekly, or elevated fines assessed at the discretion of the Board.

## **B. NOTIFICATION**

Any owner allegedly in violation (or owner whose tenants or guests are allegedly in violation) shall be notified in writing of the specific violations, correction requested and the length of time to effect correction and the consequences of noncompliance. Such notice shall include the opportunity to be heard prior to a fine being imposed.

**All Owners, Residents, and guests are bound to the terms of the Governing Declaration, Bylaws, Amendments, Schedules, Resolutions, and Rules and Regulations of Murray Park Condominiums, whether having read them or not.** The Association and Management are not responsible for any accidents or injuries that may occur while using the facilities.

Please contact FRESH START Real Estate, Inc. at 503-319-5848 if you have any questions or concerns regarding a possible violation and/or questions concerns, requests, regarding these Rules & Regulations. The Murray Park Condominiums Governing Documents are referenced throughout the Rules & Regulations. If you have not obtained a copy of the Governing Documents, or wish to view any other Association Documents, please visit **[www.MurrayParkCondominiums.com](http://www.MurrayParkCondominiums.com)**.



# Murray Park Condominiums

## AREAS OF RESPONSIBILITY

Revised 2/20/95

A=Association

O=Individual Unit Owner

1. Exterior Siding & Trim
  - A Repair, Replace, Paint, Caulk
2. Gutters & Downspouts
  - A Repair, Replace, Paint, Caulk, Cleaning
3. Roofs / Roof Flashing
  - A Repair, Replace
4. Roof Decking
  - A Repair, Replace
5. Building Perimeter Wall Studs
  - A Repair, Replace
6. Building Perimeter Wall Insulation
  - A Repair, Replace
7. Building Perimeter Wall Interior Sheet Rock
  - O Repair, Replace, Paint
8. Party (Dividing) Walls Wall Studs
  - A Repair, Replace
9. Party (Dividing) Walls Insulation
  - A Repair, Replace
10. Party (Dividing) Walls Sheet Rock
  - O Repair, Replace, Paint
11. Building Rafters
  - A Repair, Replace
12. Building Interior Wall Studs
  - A Repair, Replace
13. Building Interior Wall Sheetrock
  - O Repair, Replace, Paint
14. Building Interior Wall Finish incl. Perimeter Walls
  - O Repair, Replace, Paint
15. Building Interior Ceilings & Floors
  - O Paint/Wallpaper/other Surface Materials
  - O Sheetrock, Carpet, Tile, Floor Underlayment
  - A Floor Joists & Ceiling Rafters
  - O Paint/Wallpaper/other Surface Materials
16. Electrical
  - A Electrical Panels for all Condos
  - A Electrical Meters for all Condos
  - A Wiring from Meter in
  - A Wiring from Electrical Panel-wiring to condo circuit breakers, Exterior Outlets & Fixtures
  - O Electrical Outlets, Switches, Light Fixtures
  - O Circuit Breaker in Condo and all interior wiring
17. Plumbing
  - A Fresh water lines outside unit walls, floor and ceiling
  - O Fresh water line where water service begins within the unit
  - O Water shut-off valves
  - O Interior fixtures, Water heater
  - A Waste lines from unit wall out (except Owner negligence)
  - O Waste lines to point where unit line connects to common line
  - A Waste lines from point where unit line connects with public sewer
  - O Plumbing vent lines
  - A Outside faucets
18. Unit Interior
  - O Appliances, Built-in Cabinets
  - O Window Treatments, Floor Covering
19. Doors-Exterior
  - O Repair, Replace
  - A Paint, Caulk, Flashing, Exterior Trim
  - O Interior Casing & Trim
20. Windows & Screens
  - O Repair, Replace
  - A Paint, Caulk, Flashing, Exterior Trim
  - O Glass Breakage
  - O Interior Casing & Trim
21. Decks
  - A Repair, Replace, Paint
  - O Surface Materials
22. Stairs - Exterior
  - A Repair, Replace
23. Sidewalks & Steps
  - A Repair, Replace