

King City Terrace  
Condominium, Inc.

Handbook for  
Residents

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## **King City Terrace Condominium, Inc.**

### **Handbook for Residents**

The Home Owner's Association, known as King City Terrace Condominium, Inc., welcomes you and wishes you good health and happiness in your new home. The materials in this handbook are designed to help you in the following ways:

How to become involved in the King City Terrace 29 unit community.

Help you understand maintenance and insurance responsibilities

Describe King City Terrace facilities, services, and policies stated in the governing documents you received at time of purchase.

### **Participate in the King City Terrace Condominium, Inc.**

As an owner, you have also become a member of a community as well as a business which must make business decisions, provide services and enact rules, and a judicial body which must enforce Bylaws and Operating Policies and, if necessary, levy fines for the violation thereof. Your active participation is encouraged.

Attend announced Board Meetings which are held periodically

Attend the Annual Meeting held each spring

Meet and extend your friendship to your neighbors

## **Meetings of the Board of Directors**

HOA Board meetings are generally held monthly. Their time and place are posted at each entrance and are open to all home owners. In all meetings of the Board of Directors of the KCTC, Inc., only those items on the agenda will be discussed. Any homeowner of the Association desiring a hearing, or request for action, at any regular meeting of the Board of Directors must submit the request, IN WRITING, to the Secretary of the Board at least seven (7) days prior to the next regularly scheduled meeting. The Board will use its discretion as to whether it will be included due to possible agenda items of greater priority or urgency, but every effort will be made to deal with the request as soon as possible.

Fifteen minutes or more are set aside at the beginning of each meeting for homeowners to express their views and contribute to the discussion on any of the topics ON THE AGENDA, but due to time constraints and other priorities topics not on the agenda will not be discussed. The procedure for discussion and/or action on a topic of your interest is noted above.

## **Insurance**

The King City Terrace Condominium, Inc. carries the following:

Building Fire Insurance with extended coverage, including earthquake and volcanic eruptions

Comprehensive Liability Insurance

Water damage such as flood, mudslide or underground water which seeps through foundation walls, floor or paved surfaces is NOT COVERED.

## **Individual Unit owners Should Carry:**

Their own fire and liability insurance together with any personal property insurance. Your policy should provide for coverage of any damage (primarily water) to any other unit in the event of failure of the hose connections to your dishwasher or washing machine or failure of other appliances such as your water heater.

Homeowners should also have loss assessment coverage in the suggested amount of \$10,000.00. This is available on your regular policy for a minimal amount of just a few dollars per year.

NOTE: Earthquake insurance covering your personal property within your unit such as china, glassware, furniture, or other valuables is available at a very low cost from some companies.

## Parking

Twenty-nine (29) carports are located in the garage building structure. Each carport is assigned to a unit as designated on the plat, and is a Limited Common Element reserved exclusively for the unit to which it is assigned, to the exclusion of all other units. As Limited Common Element property parking spaces come under the jurisdiction of the Board of the Association. Single car owners are to use their assigned carport space. **Those who own more than one vehicle should park them either on the southeast side (King City side) or the southwest side of the property (at the end of Building 1). There are marked parking spaces at both locations.** Short term curbside parking on the west (carport) side of the buildings is reserved for guests, tradesmen, and emergency vehicles. Convenience parking by owners is limited to daytime parking. Failure to adhere to the parking regulations may result in the vehicle being towed at the owner's expense, after written notice.

A homeowner may allow another association homeowner to use their parking space, but parking spaces may not be rented out. Unused, vacant carport spaces may be available for use by another association homeowner subject to a written application and Board approval. A homeowner may request permission for a guest to park his/her car in the southeast or southwest parking areas for an extended but specific period of time subject to a written application and Board approval.

Homeowners may store bikes, small kayaks, etc., in their assigned space subject to space limitations and written application and approval by the Board. It is not to become a "storage unit" nor replace the primary purpose of shielding the homeowner's vehicle. The Board is charged with the maintenance of the property values of all homeowners in the condominiums and therefore with the aesthetic appearance of the entire condominium property, and limitations on the above and following permissions will apply as appropriate thereto. Violations of any of these provisions may result in the loss of parking privileges, towing, and/or the removal of stored items at the homeowner's expense.

Parking of boats and/or boat trailers, open-bed vehicles and R.V. coaches will comply with the King City Civic Association rules which allow no truck larger than 3/4-ton capacity or recreational camper vehicle to be parked on any lot for more than forty-eight (48) hours unless housed within a garage structure.

## Golf Carts

Golf Carts may be parked in the assigned carport space with the car as long as the car does not extend more than two (2) feet beyond the carport roof. Electric carts may be recharged using the electrical outlets installed in each of the four carport sections. There will be a monthly fee for parking of the golf cart for usage of common electricity.

## Carport Lockers

Lockers may also be placed in a homeowner's parking space subject to a written application and Board approval. Lockers must be white, tan, or almond, and limited to the maximum size of 6 feet high by 6 feet wide by 4 feet deep.

## Grounds and Landscape

Our grounds consist of two kinds of spaces, referred to as Common and Limited Common areas. Limited Common areas are those inside the ground level patios and Common areas are everything else. Our Landscape Committee is charged with the beautification and maintenance of the Common areas including trees, shrubbery, and perennially blooming plants that are planted inground. The Landscape Chair serves as the contracted landscaper's supervisor.

Owners who wish to enhance and maintain the Common areas immediately surrounding their front entries (12625 – 12691) are welcome to do so with (1) agreement from the residents in their entry and (2) approval by the Landscape Committee, who will determine whether a proposed plant is appropriate. For instance, Bamboo and other invasives would be unacceptable and subject to removal should they be planted without approval. Ground level residents may plant the Common areas between their fence and the sidewalk, and between neighboring patios, with the same agreements and approval. While Limited Common areas (inside fencing) is the full responsibility of the homeowner, approval for inground planting (for the same reasons as previously stated) is required. Cooperative community gardening is encouraged.

It should also be noted that visiting children are expected to refrain from running through landscaped areas and/or climbing trees.

## Private Property

By resolution of the Board, and in keeping with Articles 8.9 and 8.10 of the KCTC Declaration, pages 159 -160, the Board of Directors of the Association adopts the following: "Only residents, their invited guests, and those having specific business reasons for being on the property will be allowed."

## Damage to Common Property

Owners will be financially responsible for any damage to Common Property caused by themselves or their guests. Any maintenance or other activity arranged for by any owner for their individual unit that in any way damages any common property of the Association becomes the financial responsibility of the homeowner contracting for the work. Such homeowner will have repaired to the Association's satisfaction, or pay for such repair as required by the Association within thirty (30) days of such damage. Any reimbursement from any contractor, or person doing the work, shall be the homeowner's responsibility.

## KCTC Regulations Governing Move-In, Move-Out and/or Estate Sales

Unit Owners who desire an agency to come in and remove interior contents, e.g. furniture, etc. or hold an estate sale, should be aware of the following regulations:

Notice of Estate Sales should be given to the Board in writing at least 7 days in advance.

Damage to Common Property: "Owners will be financially responsible for any damage to common property due to move-in or move-out. Any maintenance or other activity arranged for by any Owner for their individual unit that in any way damages any Common Property of the Association becomes the financial responsibility of the Owner contracting for the work. Repairs must be made to the Association's satisfaction within thirty (30) days of such damage. If the Owner fails to comply, the Association has the legal right to make said repairs and bill the Owner and/or place a lien upon the

individual Owner's property. Any reimbursement from any contractor, or person doing the work shall be the Owner's responsibility."

Since we have had problems in the past with damage to Association Common Property when owners have moved in or out, we want you to be aware of this KCTC regulation for yourself, and to caution any agency you might hire.

When moving in or out, or following an estate sale, homeowners are expected to dispose of trash and/or debris (including boxes) without using the communal trash bins. Over-filling results in "excess garbage" charges for the Association and deprives other homeowners of the normal disposal routines to which they are entitled. In cases where there is a lot of trash and household items to be disposed of, it is recommended that a dumpster or other alternate agency be used.

In addition, it should be noted that estate sales are limited to only items already in the unit and that potential customers are required to park in the lower parking areas and not along the driveway curbing, except in the case of handicapped drivers or the need to load large purchased items into the vehicle.

### Pets

- 1) Pets must be kept under control and prevented from becoming a nuisance to neighbors.
- 2) Dogs must be kept on leash on condominium property and any droppings must be cleaned up by the owner.
- 3) Bark dust or dirt brought onto the sidewalks or halls by animals, is expected to be cleaned up by the animal's owner.
- 4) By resolution of the Board, and in keeping with Article 8.2 KCTC Declaration, Page 29, a clarification to section "Pets", page 8 of the KCTC Handbook for Residents, shall be as follows: "No resident will house any pets of an 'exotic' nature (e.g. snake, monkey, alligator, etc.) which may pose any threat or disturbance to other residents if said pet escaped it's owner's unit. No aggressive breed of dog (e.g. pit bull, etc.) shall be kept by any resident. No more than two cats or two dogs shall be kept by any resident, and no dog shall exceed 30 pounds weight. All provisions of the King City Dog and Cat Control Ordinance, as amended and herein stated, shall be binding upon all tenants as required under section 8.2 KCTC Declaration" (see Appendix C)

### Trash Removal

- 1) Garbage cans are the property of Pride Disposal Company and are placed in the areas of the carports.



- 2) To help prevent odors and insects, it is vital that all garbage be securely enclosed in strong paper or plastic bags (No plastic bags in the recycling bins).
- 3) Each resident shall be responsible for the disposal of all corrugated boxes, moving cartons, etc. Boxes are to be broken down and cut, not folded, into pieces no larger than 3' x 3'. Recycling containers for scrap paper, cans, and cardboard are located on all 3 islands of the carport. An Orange bin for clean colored and clear glass and a Green bin for yard debris are located in carport. **Note: No dirt is allowed in the bin.**

Garbage is picked up weekly, but the recycling bins are picked up every other week.

- 4) Newspapers may be placed in the recycling bins .

### Security

- 1) Members of the Corporation board will not give out any confidential information regarding residents, such as unit numbers or telephone numbers. It is requested that residents use the same discretion in giving information about their neighbors.
- 2) It is requested that each homeowner leave a key and a completed "Information for Emergency Use Only" form with the Association Board (who keeps the keys in a locked repository). If any unusual situation, such as a health emergency, requires access to your unit, the key would save the costly damage of a forced entry. The form, kept in a locked file cabinet, will be used in case of emergency to notify doctors or relatives.
- 3) Whenever you will be away from your residence for any length of time, make arrangements with a friend or neighbor or the post office and newspapers to avoid evidence of your absence.
- 4) A gate has been installed across the access to Beef Bend Road to protect our investment in a private road and for safety purposes. The access code to the lock is **4041**.

### Monthly Assessment/Dues

Your monthly Association dues assessment is due and payable either by AutoPay, through your bank or personally delivered to the Treasurer on the first of each month. If you should be away on extended travel or if you find it more convenient to prepay a couple of months in advance, this can be arranged with the Association Treasurer.

### Delinquent Assessment/Dues

Regular assessments are due on the first day of the month, and become delinquent fifteen (15) days after they are due. If delinquent, the Association will charge a \$25 late fee which was established by the Board, and recovery of all costs, including reasonable attorney's fees, incurred in collecting the delinquent assessment will ensue.

### **Mail**

To avoid delay of your mail delivery, please make sure that all of your correspondents have your correct address. This includes your particular building's street address followed by the letter of your residence, i.e., 12649 SW Prince Edward Court Unit C. The city is Portland or King City, Oregon 97224.

### **Cable**

Cable shall be paid by the owner. If you decide to go with Dish or Direct TV, please get approval from the Board to mount the dish on the railing.

### **Windows**

By resolution of the Board, and in keeping with Article 7.6 KCTC Declaration, pages 11-12, and KCTC Bylaws 8.2, page 14, the Board of Directors of the Association adopts the following: "No owner shall install, or make any modifications to, exterior and/or storm windows that deviates substantially from those originally installed without previously securing in writing the consent of the Board of Directors of the Association. 'Substantial deviation' shall be determined by the Board."

### **Window Washing**

The Association arranges for exterior window washing on a yearly basis. The expense is covered by the Association. Owners can arrange having your interior windows washed which will be at the Owner's own expense. There may be additional costs involved to the Owner if they have storm windows (please discuss with Board Director in charge of the project).

### **Screens**

The maintenance and replacement of window screens is the responsibility of the owner.

### **Rental of Units**

In accordance with King City Civic Association rules, housing units are to be occupied by their owners and are not to be rented, leased, or sublet.

### **Neighbor Conflicts**

The Board is under no obligation to settle personal conflicts or differences between residents. If asked to intercede, the Board will first consider if the issue impacts the whole community of KCTC, Inc. The Board may ask if attempts at communicating and resolving the problem have been attempted. The Board will not get involved in a dispute without clear and convincing evidence that such attempts have been made at resolution, both in person and in writing. If those attempts have been made, the Board may require one more written attempt at reconciliation by each party to clearly define the issues and proposed solutions from their perspectives. A copy of this communication shall be provided to the Board to verify the attempt was made and so that the Board has a clear understanding of the issue. Since there is disagreement, the differing views will be considered by the Board before intervening or "taking sides." (For an additional resource for the Conflict Resolution (see Appendix B)

Ultimately, resolution cannot be decreed by the Board.

### **Exterior Storage**

King City Civic Association rules prohibit the storage of any item other than out-of-season patio furniture or covered barbecues on patios or decks. Clear translucent or dark-color coverings only are permitted.

### **Water Turn-Off Valves**

Below is a listing of all units with reference to location of the water turn-off valve for your unit. Please note; if you are having to turn off the water in your unit, be sure to advise all other units that the turn off will affect.

The doors to the storage lockers housing those valves must remain unlocked in case of an emergency.

Turn-off valve in storage area for 12635C serves the following units: 12625A, 12625B, 12635A, 12635B & 12635C.

Turn-off valve in storage area for 12635F serves the following units: 12635D, 12635E & 12635F.

Turn-off valve in storage area for 12649B serves the following units: 12649A, 12649B & 12649C.

Turn-off valve in storage area for 12649E serves the following units: 12649D, 12649E & 12649F.

Turn-off valve in storage area 12665B serves the following units: 12665A, 12665B & 12665C.

Turn-off valve in KCTC Supply Room located in the storage area serves the following units: 12665D, 12665E & 12665F.

Turn-off valve in storage area for 12671B serves the following units: 12671A, 12671B & 12671C.

The turn-off valve for: 12679A, 12679B, 12685A, 12685B, 12691A & 12691B is not located in a storage unit. It is located in a concrete "pipe" external of Bldg. 3 on the southeast side of the building just below the bedroom windows of 12679A.

### **The Documents and You**

In the purchase of your unit, you became subject to the regulations set forth in the Declaration of Unit Ownership of King City Terrace Condominium, Inc. and the Bylaws of Association of King City Terrace Condominium, Inc. Unit Owners. Both of these documents are basic requirements the Oregon Unit Ownership Law (ORS 91.500-91.596) relating to all condominiums in the State of Oregon.

You should have received copies of these two documents at the time of purchase. If not they may be obtained from the Secretary of the Association. The following items highlight the more important rules set forth in the Declaration and Bylaws:

#### **Article 7.3 Use**

Each unit shall be occupied and used by the respective unit Owner only as a private dwelling for the Owner, his family and social guests and for no other purpose. Residents having guests under the age of 18 visiting for a period of 10 consecutive days or greater, but not to exceed 60 days in any 12-month consecutive period, shall obtain written permission from all other owners at the same building address and submit them to the Board.

#### **Article 7.6.4 Structural Changes**

No unit Owner shall make any structural modifications or alterations in his unit or to installations located therein without previously securing in writing the consent of the Association of Unit Owners, through the Management Agent, if any, or through the Chairman of the Board of Directors, if no Management Agent is employed. The unit owner shall notify the Association in writing of his intent and his request for such consent.

By resolution of the Board, and in keeping with Article 7.6 KCTC Declaration, pages 11-12, the Board of Directors of the Association adopts the following: "No Owner shall install any assistive (e.g. chair) lift in any Common Area without previously securing in writing the consent of the Association of Unit Owners through the Association Board of Directors, and such request for the same shall be submitted to said Board in writing and shall include the following:

- a. Complete description of lift to be installed.
- b. Contractor provided proof that such lift meets any building and/or safety codes associated with such installation.
- c. Name and proof of licensure, insured, bonded contractor.

- d. Legal document stating that Owner will pay all costs associated with lift, and installation of same, including any repairs of damage to any Common Property of the Association, and that Owner or Owner's estate will be responsible for removal of such lift and restoring the stairwell to its original state not more than sixty (60) days after unit is sold, owner moves or becomes deceased.
- e. Owner agrees to maintain such lift in safe operating and esthetically pleasing condition.
- f. Proof of liability insurance for any injuries caused by such lift with Association also listed as named insured.
- g. Acceptance of the same by Association Insurance Company.
- h. Proof of insurance for any loss or repair of the same.

### **Article 8.0 Rules of Conduct**

8.0 No resident shall post any advertisement or posters or signs of any kind in or on the project except as authorized by the Association.

8.1 Residents shall exercise extreme care about creating disturbances, making noises, or the use of musical instruments, radios, television and amplifiers that may disturb other residents.

8.2 It is prohibited to hang garments, rugs etc. from the windows or from any facades or decks or terraces of the project.

8.3 It is prohibited to hang or shake dust rags, mops, etc. from the windows or porches or terraces, or to clean rugs, mops, etc. by beating on any exterior part of the project.

8.4 It is prohibited to throw garbage or trash outside the disposal installations provided for such purposes in the service areas. Garbage and other waste shall be kept in sanitary containers away from public view and regularly disposed of. Nothing shall be done which may constitute a nuisance or esthetic burden to the neighborhood or other occupants.

8.5 No Owner, shall install wiring for electrical or telephone installations, television antenna, machines, or air conditioning units, etc., on the exterior of the project or that protrude through the walls or the roof of the project except as authorized by the Association. No window guards, awnings, or shades shall be installed without prior consent of the Association Board of Directors.

8.6 No exterior antennae shall be allowed except those installed by the Association, and any replacement thereof.

8.7 Vehicular traffic on the streets and drives within the property will be limited to fifteen (15) miles per hour as a safety precaution. This speed limit shall apply to bicycles, motor scooters, motorcycles, automobiles and trucks.

8.8 An Owner shall not place or cause to be placed in the lobbies, ramps, vestibules, stairway and other general common elements and facilities of a similar nature, any furniture, packages or objects of any kind. Wall décor is permissible provided it is approved by all occupants of that entry.

## Questions and Answers about Unit Ownership

*Question:* What part of the condominium do I own and what is my responsibility?

*Answer:* As "Unit Owner," you own the "unit" consisting of the space contained within its perimeter walls, floors, ceilings, windows and window frames, doors and door frames, and trim, with the exceptions of interior bearing walls. Explained another way, you own the walls and partitions as well as the indoor decorated ceilings, including drywall, paint, wallpaper, carpet, etc. and such is your responsibility.

*Question:* Do I hold responsibility for any other areas?

*Answer:* Yes, in addition to your "unit" as described above, all repairs, replacement and maintenance of internal installations of the unit are at the Owner's expense whether or not the exact locations needing maintenance are within the unit. This includes such items as water, lights, gas, power, sewage, telephones, air conditioners, sanitary installations, disposal-type appliances, doors, windows, lamps, and all other accessories, lines, pipes and services for the unit.

*Question:* What is meant by "Limited Common Elements?"

*Answer:* "Limited Common Elements" include those items which you own proportionately but which have been set aside for the exclusive use of the units to which they are attached or have been assigned. They include the privacy deck or patio area, the storage area at the end of the patio or deck, carports, the basement storage room and the chimney flue serving those areas that have fireplaces.

*Question:* Who owns the General Common Elements?

*Answer:* You do-partially, anyway. Proportionate ownership of the General Common Elements is defined in Article 3.0 of the Declaration of Unit Ownership. Your financial responsibility for the maintenance of General Common Elements is based on these percentages.

*Question:* What is "Weighted Vote?" Do some people's votes count more than others?

*Answer:* Just as some unit owners own a larger percentage of the Common Elements (and pay for their maintenance accordingly), so these Unit Owners have a vote with greater weight than others. The weighted vote is the same as the percentage of ownership shown in Article 3.0 of the Declaration of Unit Ownership. The weighted vote is used for amendments to the Declaration and for Association business.

*Question:* How do my maintenance responsibilities differ from the owner of a house or renter of an apartment?

*Answer:* An apartment renter is dependent upon the landlord to make decisions and follow through; he has no voice in the matter. The owner of a house often does all or most of his own maintenance. At King City Terrace Condominium, Inc. the Owners become supervisors, they meet and make decisions as to what shall be done and who shall be hired to do it. Recognizing that they are joint Owners of the property, they show a mutual respect. For example, just as one would not plant flowers on another's property, so they recognize that their flowers should not be planted on Common Element space. Instead, the Owners (through their elected Board) hire a landscape gardener and take action on his recommendations.

*Question:* What if the building is destroyed by fire?

*Answer:* In the event the building is totally or substantially damaged or destroyed, the repair, reconstruction or disposition of the property shall be determined by a weighted vote of more than 50% of the voting unit Owners.

## NOTICE

*(The following is an update of a notice previously issued)*

"Recently a friend and neighbor fell in her home and was unable to get up. It was several days before neighbors began to question where she was. The Emergency form on file with the Association was outdated, and only one key was filed. The result was several hours wasted trying to get information on her relatives and the police were finally called and had to break into her unit. She was taken to the hospital in a coma."

This should suggest to all residents the advisability of having current emergency information on file as well as current keys. For the information of residents this information (a new form is attached, page 17) should be placed in a sealed envelope with your name, address and current date printed on the outside. To preserve confidentiality of this information the sealed envelopes are placed in a file box inside a locked Association cabinet, and would be opened only in an emergency. The keys are locked in a security cabinet designed for that purpose. Both of these are pursuant to the following Declarations in both the KCTC, Inc. Handbook and the KCTC, Inc. By-Laws:

"It is requested that each Homeowner leave a key and a completed information for Emergency Use Only form with the Association Treasurer (who keeps the keys in a locked repository). If any unusual situation, such as a health emergency, requires access to your unit, the use of a key would save the costly damage of a forced entry. The form would be used (only) in case of emergency to notify doctors or relatives." (See page 17 of KCTC Handbook).

"Each unit Owner of any unit grants the right of entry to the management agent or to any other person authorized by the Board of Directors of the Association, in case of an emergency originating in or threatening a unit (for example in the case of a fire), whether or not the Owner is present at the time." By-laws of the Association of King City Terrace Condominium Unit Owners, page 13, Item 7.0, "Right of Entry."

Few emergency forms and keys are presently on file, and many of them are outdated. Also, new Owners may have re-keyed their units upon purchase. Owners of longer tenancy may have done the same. We need each current resident filling out the attached form and giving it to the Association Treasurer, or putting it in the box where you put your assessment payments. Keys should only be hand delivered to the Association Treasurer or President who will assure they are properly secured. If you have also given keys to a trusted neighbor, it would be wise to indicate the same on the form with their name and phone number.

**We appreciate your earliest attention to this matter, and thank you for your cooperation.**



**King City Terrace Information Form  
(For Emergency Use Only)**

Date: \_\_\_\_\_

Name and Birthdates of All Household Members:

Birthdates

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

Car Make, Model, Color and License Number:

\_\_\_\_\_

\_\_\_\_\_

Doctor's Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Medical Problems: \_\_\_\_\_

Medicine Allergies: \_\_\_\_\_

Prescription Drugs Currently Taking: \_\_\_\_\_

\_\_\_\_\_

Emergency Contact Persons:

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_ Has a Key: Yes \_\_\_\_\_ No: \_\_\_\_\_

Name: ----- Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_ Has a Key: Yes \_\_\_\_\_ No: \_\_\_\_\_

Please tell 911 who has the key or keys

# APPENDIX A

## Northwest HOA Law Center Quick Guide HOA Governing Document Hierarchy OREGON

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### US CONSTITUTION

The document against which all legal matters in the United States is judged

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### FEDERAL LAW

Such as the Fair Housing Act of 1985, and rules promulgated thereunder

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### STATE CONSTITUTION

Since homeowner associations are created pursuant to state statutes, the state constitution is the document against which all state statutes are tested

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### STATE LAWS

ORS 94.550-94.783-Oregon Planned Community Act    ORS Chapter 100-Oregon Condominium Act  
ORS Chapter 65-Oregon Nonprofit Corporation Act

Generally, the Oregon Planned Community Act and the Oregon Condominium Act will govern interpretation of the other project documents. However, in some cases the Acts specifically defer to the declaration and bylaws. Counsel should be consulted before conclusions are drawn about those conflicts. Pursuant to ORS 100.100 and 94.770, the Oregon Planned Community Act and Oregon Condominium Act will trump the Oregon Nonprofit Corporation Act in the event of an inconsistency.

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### PLAT (Condo or Subdivision)

The plat, or map, defines physical boundaries and may contain language about who is responsible for maintaining particular portions of the real property

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### COUNTY AND CITY ORDINANCES

Zoning codes, conduct codes and development codes are the most common types of ordinances applicable to HOAs. Oftentimes an individual ordinance is passed in connection with a specific development. These must be understood and reviewed by the homeowners association. If the homeowners association governance is more restrictive than the municipal code, the HOA restriction will be applicable

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### DECLARATION (CCRs, Master Deed, etc.)

The declaration is the document that defines the rights and liabilities of each owner. It, like the plat is recorded in the county where the property is located

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### DEED (Unit or Lot)

The deed to the individual unit or lot may contain language which supplements the declaration as to that unit or lot in terms of the rights and liabilities of the owner of that unit or lot

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### ARTICLES OF INCORPORATION

While not necessarily a legal requirement, HOAs should be incorporated to limit the liability of any individual owner. In Oregon, the articles of incorporation merely bring the corporation into existence

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### BYLAWS

The document which governs the administration and management of the HOA. In the Bylaws we find out how people may vote, whereas in the declaration we find out who may vote

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### PROPERLY ADOPTED AND COMMUNICATED RULES, REGULATIONS, RESOLUTIONS, ETC.

Subject to all other documents, properly adopted rules, when published to the owners will be binding

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## APPENDIX B

### Hillsboro Mediation - Your First Step Toward Conflict Resolution

Hillsboro Mediation is a free, confidential, and voluntary process through which people in disputes resolve their own conflicts with the assistance of an impartial third party, the mediators.

Did you know that as a Western Washington County resident, you are eligible for free services from the Hillsboro Mediation Program? The Mediation Program was established as a Hillsboro Police community program in 1994 to assist citizens with conflicts in their neighborhoods, businesses, and in their homes.



Some of the types of cases we handle include:

- 1) ***Neighbor to neighbor.*** Does your neighbor's dog bark too much or kids play their music too loud? We can help to work out these and many other types of conflicts!
- 2) ***Do you have an issue with a local business?*** You can't seem to get past the arguing and loud conversations to figure out a solution? We can help!
- 3) ***Are there conflicts in your family centered on a teenager? An elderly parent?*** We can help to facilitate conversations that can help you find solutions!

Hillsboro Mediation is a free, confidential, and voluntary process through which people in disputes resolve their own conflicts with the assistance of an impartial third party, the mediators. Our sessions generally last 1-2 hours on a day and time agreed upon by all those involved. Our aim is to bring people together to listen to one another, communicate their needs, and increase understanding.

We also offer ***Conflict Coaching*** sessions. A trained ***Conflict Coach*** will meet with you, free of charge, to help you determine your options and the course of action you might take to resolve the conflict in your life. ***Conflict Coaching*** sessions are confidential. A ***Conflict Coaching*** session can be a good preparation session for a mediation.

These are a few of the types of conflict we can help with. Contact us for assistance or for more information at 503-615-6651 or [Mediation@Hillsboro-Oregon.gov](mailto:Mediation@Hillsboro-Oregon.gov) SE HABLA ESPANOL.

[Return to full list >>](#)

# APPENDIX C

## Chapter 6.08

### DOGS AND CATS

#### Sections:

- 6.08.010 Adoption of county dog control ordinance.
- 6.08.020 Amendment test to county dog control ordinance.
- 6.08.030 Cat control.
- 6.08.040 Violation-Penalty.
- 6.08.010 Adoption of county dog control ordinance.
- A. The dog control ordinance of the county, being Ordinance No.306, enacted June 11, 1985, by the board of county commissioners, and effective July 1, 1985, is by this reference incorporated into this chapter and made a part hereof as the dog control ordinance of the city, except as specifically amended, modified or deleted in this chapter, and shall be known and cited as the "city dog control ordinance". Violation of Ordinance No.306 shall be an offense against this city.
- B. One copy of the county Ordinance No.306, and any amendments thereto shall be kept on file in the office of the city. (Ord.0-90-8 § 1, 1990)
- 6.08.020 Amendments to county dog control ordinance.
- Amendments and changes to the county Ordinance No. 306 are as follows:
- A. References to "Washington County", "Board of County Commissioners", "County Counsel", "District Court", "District Judge", are amended to read "City of King City", "King City Council", "City Attorney", "Municipal Judge", "Municipal Court Judge".
- B. Section 3. Definitions A-4, "Dog control officer" is amended to read as follows: "Dog control officer" means any peace officer of Washington County.
- C. Section 12, the repealing clause is deleted.
- D. Section 17, relating to the effective date is deleted. (Ord. 0-90-8 § 2, 1990)

#### 6.08.030 Cat control.

It is unlawful for the owner, possessor or keeper of any cat to permit such animal to run or be at large; whether such animal is licensed or not. A cat shall be deemed to be "at large" within the meaning of this chapter when it is either:

- A. On the premises of a person other than the owner, possessor or keeper of such animal, without the consent of an occupant of such premises; or
- B. In or upon a vehicle without the consent of the owner or possessor of such vehicle; or
- C. In or on a public or private golf course whether under control of a possessor or keeper; or
- D. On a public street or sidewalk except when under control of the owner, possessor or keeper by leash or other means of physical restraint.

E. Procedure for a person to abate nuisance of unrestrained cat at large or dangerous cat.

1. A cat capturing device may be obtained from Washington County Dog Control Office.
2. When an individual has captured cat(s), the individual shall remove the captured cat(s) to the Washington County Dog Control Office and abide by the procedures of the dog control authority.
3. Fees for rental or capturing devices shall be set by Washington County Dog Control Authority and will be the obligation of the individual obtaining the device. (Ord.0-91-11 § 1, 1991; Ord. 0-90-8 § 3, 1990)

#### 6.08.040 Violation-Penalty.

Any person violating any of the provisions of this chapter, upon conviction thereof, may be punished by a fine as required by the city's schedule of fees and penalties as approved through resolution of the city council. Each day a person is found to be in violation of this chapter shall be deemed a separate offense. (Ord. 0-94-1 § 1S, 1994; Ord. 0-90-2 § 4, 1990)

# APPENDIX D

## King City Terrace Condominium, Inc.

As of February 16, 2009, the Board of Directors of King City Terrace Condominium, Inc. has passed a No Smoking Rule as laid out below. This is in effect for all unit owners at 12625, 12635, 12649, 12665, 12671, 12679, 12685, and 12691 SW Prince Edward Court, King City, OR 97224 and will be included in our owner Handbook

If you have any questions, please contact a current Board member.

### <sup>1</sup>UNIT RESTRICTION FOR EXISTING DEVELOPMENT/"

a. No owner, family member, tenant, resident, guest, business invitee, or visitor shall smoke cigarettes, cigars, or any other tobacco product, marijuana or illegal substance anywhere within the boundaries of the project or complex. This prohibition shall include the outside common area, enclosed common area, exclusive use common area and units within the project.

b. "Smoking" shall include the inhaling, exhaling, burning, or carrying of any lighted cigarette, cigar or other tobacco product, marijuana, or illegal substance.

c. "Business invitee" shall include, but is not limited to, any contractor, agent, household worker, or other person hired by the owner, tenant or resident to provide a service or product to the owner, tenant, or resident.

d. Any owner who sells his unit shall specifically disclose to all potential buyers and Realtors that smoking is prohibited everywhere within the project, including within the units. Any owner who rents or otherwise allows someone other than the owner to reside within or occupy the unit shall disclose to all persons who reside within his unit that smoking is prohibited within all common areas and the unit prior to their residency or occupancy.

e. Each owner is responsible for the actions of all other persons residing within or visiting his/her unit and shall be subject to disciplinary action or a court action for an injunction, or any remedies available for the violation of this section. This section may be enforced in a court of law by any resident or the association. If any resident or the association is required to hire legal counsel to enforce this section, the resident or the association shall be entitled to recover his/her or its attorney's fees and costs incurred, whether or not litigation has been commenced. The association may collect the attorney's fees and costs it incurs through the use of a special assessment levied against the owner of the unit and an assessment lien, if necessary.

The Board of Directors shall have the authority and power to enact rules and regulations which it deems necessary to enforce this restriction, including a schedule of fines which may be imposed after notice and a hearing.

g. The restriction set forth in subparagraph "a" above shall not apply to owners, tenants, residents or occupants of units in which title was acquired by the owner prior to the enactment of the restriction and the owner, tenant, resident or occupant began occupying the unit prior to the enactment of the restriction ("existing units"). The restriction will be enforceable as to existing units once the unit is sold, transferred or conveyed to a new owner or the owner, a new tenant, resident or occupant begins to occupy the unit after the enactment of the restriction. The ability to smoke in a unit shall not be sold, transferred, or conveyed to any person who acquires title after the enactment of the restriction.

# APPENDIX E

## ASSOCIATION OF UNIT OWNERS OF KING CITY TERRACE CONDOMINIUM, INCORPORATED

### BOARD RESOLUTION REGARDING INSURANCE

#### RECITALS

A. The Declaration of Unit Ownership of King City Terrace Condominium ("Declaration") provides that the King City Terrace Condominium, Incorporated ("Association"), a nonprofit corporation formed under the laws of the State of Oregon, shall obtain and maintain in force policies of insurance as provided in the Declaration of the Association:

B. Article 7, Section 7.19 of the Declaration of the Association prescribes the type of insurance and sets forth the respective responsibilities of the Association and the owners to place and maintain in force at all time appropriate insurance to protect the Association and its members.

C. It is the intent of the Board of Directors to:

1. Ensure that the Association has adequate coverage for property and liability insurance;
2. Ensure the continuing insurability of the Association at a reasonable price;
3. Prescribe a procedure for reporting and processing insurance claims.

D. The Declaration and Bylaws of the Association do not specifically address responsibility for the payment of the Association insurance policy deductible.

NOW THEREFORE, BE IT RESOLVED THAT the conditions, requirements and procedure set forth below be adopted.

#### I. INSURANCE Deductible; OWNER AND TENANT INSURANCE

##### 1.1. Determination of Deductible; Notice.

(a) Determination of Deductible by Board. The Board of Directors shall determine the amount of the deductible for property loss insurance policies and any other insurance policies required to be obtained by the Association as provided in the Declaration or the Bylaws of the Association or applicable law. In determining the deductible, the policies, the Board shall take into consideration, among other factors, the availability, cost and loss experience of the Association. In making the determination, the Board members shall exercise their reasonable business judgment.

(b) Notice. The Board shall give written notice to the owners of the amount of the deductible under the Association policies and any change in the deductible proposed in renewal or replacement insurance policies at least ten (10) days after the effective date of the change. The notice shall be delivered to each unit or mailed to the mailing address of each unit or mailed to the mailing address designated in writing by the owners. The notice shall include the following notice in at least 12-point type that is either all capitals or boldface:

NOTICE  
CHANGE IN ASSOCIATION  
INSURANCE COVERAGE

THERE ARE CHANGES IN INSURANCE POLICIES CARRIED BY THE ASSOCIATION. YOU SHOULD IMMEDIATELY NOTIFY YOUR INSURANCE AGENT OF THE CHANGES SET FORTH IN THE ENCLOSED INFORMATION AND ASK YOUR AGENT TO DETERMINE IF CHANGES TO YOUR INSURANCE POLICIES ARE NECESSARY.

1.2. Responsibility for Insurance. The Responsibility for insurance shall be as provided in this section.

(a) Owners' Property Insurance. Owners shall be responsible for obtaining and maintaining insurance policies insuring their units for any losses up to the deductible amount under the Association's policies, for insuring fully any additions or improvements to their units completed after the original sale by the builder, and for insuring their own personal property for any loss or damage.

(b) Tenants. Tenants shall be responsible for insuring their own personal property for any loss or damage if they desire such coverage. Owners shall be responsible to notify their tenants that the tenants' personal property is not covered by the Association's policy.

(c) Owner and Tenant Liability Insurance. Owners and tenants of all units shall obtain and maintain comprehensive liability policies having combined limits of not less than One Million and No1100 Dollars (\$1,000,000.00) for each occurrence. The insurance shall provide coverage for, without limitation) the negligent acts of owners and tenants and their guests or other occupants of the units for damage to the general and limited common elements and other units and the personal property of the others located therein.

(d) Association. The Association shall have no responsibility to obtain or assist in obtaining property loss insurance for any owner or tenant for:

(1) Damage to a unit not covered by the Association's policy (because of the deductible amount or because the claim for loss or damage is one not normally covered by fire and property loss insurance policies with extended coverage endorsements); or

(2) For any damage or loss to the owner's or tenant's personal property.

(e) Copies of Owner Insurance Policies. Upon request, each owner shall provide a copy of such owner's insurance policy to the Board of Directors. Provided, however, the Association has no obligation to monitor whether owners and tenants comply with their respective obligations to maintain required insurance.

1.3. Deductible or Other Uninsured Loss. The Association's Declaration provides that in the event a casualty loss that is covered by insurance, damage shall be repaired with the proceeds of such insurance, regardless of whether the loss may be considered to have been caused by the negligence of one or more owners or the Association itself. Accordingly, the Association will normally need to consider the question of whether a party was negligent only when a casualty loss is uninsured, or when determining who should pay the deductible portion of an otherwise insured loss. For purposes of this Section 1.3, the term "deductible" includes both the deductible portion of an insured loss and a casualty loss that is not insured when it is not required to be insured under the terms of the Declaration.

(a) Damage Not Resulting from Negligence.

(1) Damage affecting more than one unit. If a loss affects more than one unit, when there is no negligence by any party, the parties which have sustained damage (the Association, unit owners or both), shall pay their proportionate share of the Association deductible. The share shall be a percentage determined by dividing the damage to those portions of the building the non-casualty maintenance of which is the responsibility of the party under the governing documents of the association, into the total of all building damage incurred in the loss. For example, if an insured casualty loss causes \$20,000.00 damage to the common elements, and \$10,000.00 damage to each of two units, then, assuming that the Association's deductible is \$10,000.00, \$5,000.00 of the deductible would be paid by the Association. and \$2,500.00 each would be paid by each of the two units.

(2) Damage Affecting One Unit. If the damage is confined to a single unit, the unit owner shall be responsible for the deductible.

(b) Damage Resulting From Negligence. If a loss affects more than one unit, the common elements or a combination thereof, and the damage is the result of the negligence of a party, the deductible costs associated with the repair (including, without limitation, investigation costs, claims processing charges, attorneys' fees, etc.) shall be allocated to the negligent party.

(c) Board Determines Negligence. The Board of Directors shall be responsible for determining whether any party was negligent in connection with a casualty loss for purposes of Section 1.3 of this Resolution.



(d) Owner Policy Deductible. Each Owner shall be responsible for any deductible in the owner's individual condominium unit owner policy.

## II. PROCEDURE FOR HANDLING CLAIMS

3.1 All claims against the Association's insurance shall be processed through and coordinated by the Board of Directors.

3.2 Charges of managing agents for handling claims, as well as fees and costs for consultants, counsel, and other persons assisting the Association, shall be treated as part of the overall loss, apportioned, if at all, in the same manner as the deductible is apportioned.

## III. PROCEDURE FOR INVESTIGATION AND REPAIR


4.1 Investigation. Upon the occurrence of a casualty affecting any unit(s) or its common elements, the Board of Directors shall conduct such investigation as it considers reasonable under the circumstances to determine the nature and extent of the damage, the likely cause of the damage, whether negligence was involved, and the likelihood of insurance coverage for the same. The Board may retain such contractors, consultants or counsel as it considers appropriate under the circumstances.

4.2 Repairs to Common Elements. The Association will always control the conduct of maintenance and repairs to common elements, regardless of whether some portion of the deductible relating to common element damage may be payable by an individual unit owner.

4.3 Repairs to Unit(s). In the event of damage to one or more units with respect to which there is any coverage under the Association's insurance policy, the Association retains the right, but not the duty, to control the solicitation of bids and the conduct of repairs for such damage. In its discretion, the Board of Directors may choose to permit an individual unit owner to control the conduct of repairs to the unit, depending upon a) the relative financial contributions of the Association's insurance and the individual owner or its insurance carrier; b) the Board's confidence that unit repair work will not adversely affect the common elements or other units; and c) other relevant factors.

IN WITNESS WHEREOF, the undersigned hereby certifies that the foregoing Resolution was adopted at a meeting of the Board of Directors on April 21, 2009.

  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
President

# APPENDIX F

## Outdoor Closets At Building Entrances

The outdoor closets at building entrances were built originally for the purpose of housing the garbage containers as well as the electrical meters for each of the units in the building. As such they are owned by the Homeowner's Association of the King City Terrace Condominiums and constitute common property of the Association. With the abandonment of part of their original purpose by changes instituted by Pride Disposal Company these closets were made available for use as "quasi-limited common property" by unit owners. Current building code with respect to electrical meter access, and needs of the Homeowner's Association, have necessitated the re-appropriation of these closets as HOA common property restricted to its use. This notice is to inform all homeowners that the use of all outdoor entrance closets are now, as noted, restricted to use solely by the Association. However, because the two closets in building three (3) that are presently being used by homeowners do not violate building code, they may continue to be so used until such time as the Association indicates the need for their use, at which time the homeowners will be given thirty (30) days in which to make other arrangements for their contents. We appreciate your understanding and cooperation in this matter.

Sincerely,

King City Terrace Condominiums, Inc.  
Board of Directors  
September 19, 2013

## **APPENDIX G**

### **USE OF BARBECUE GRILLS**

Electric and Gas (propane) barbecue grills may be used on KCTC property. No charcoal fueled grills may be used at any time under any circumstance.

Homeowners are expected to show respect and courtesy to their neighbors when using a barbecue grill.

Barbecue grills may be stored on decks and patios in compliance with the King City Civic Association Documents, as follows: "Out-of-season...barbecue grills may be stored on patios and balconies. Clear, translucent or dark-colored coverings are permitted, but bright-colored coverings are prohibited."

15 May, 2014