



**Policies, Rules & Procedures**

**Revised: February 2023**

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## **I. INTRODUCTION**

Welcome to the 1620 Broadway Residential Condominium Association. A condominium is a community of people of diverse ages and backgrounds sharing the common elements of the building that is our home. Condominium living is different from living in a private home or apartment, as it creates a shared social and monetary interest in the upkeep of our building. The maintenance of the value and livability of our shared home requires the interested participation and cooperation of all members.

### **A. PURPOSE**

The Board is authorized by sections 3.3.5 and 3.3.15 of the Residential Bylaws to adopt, amend, and enforce this set of rules. These rules, together with the Bylaws and Declarations, govern the functioning of our homeowners' association. The intent is to encourage courteous and harmonious interactions among owners and residents and to maintain the aesthetics and value of our shared home. The Board shall periodically review these rules with the assistance of standing committees and members of the Association.

## **II. USE OF COMMON AREAS**

### **A. USE; ACCESS; PROHIBITION OF USE**

1. All common areas must be kept free of rubbish, debris, and other unsightly materials.
2. The common areas are available for use by owners, residents, and their guests. Thus, access to and the enjoyment of the common areas must not be obstructed, damaged, or unreasonably interfered with. Items may not be stored in common areas. Personal items such as bicycles, toys, wagons, skates, skateboards, carts, plants, and baby carriages may not be left in the common areas.
3. Common areas, including lobbies, elevators, walkways, hallways, and the parking garage, are not to be used for skating, skateboarding, riding toys, play area, or rollerblading. Bicycles are to be walked or carried through hallways and lobbies (carpeted areas). All wheeled items (for example: dollies, hand trucks, grocery carts, strollers, tricycles or "big wheels," wheelchairs, etc.) should be kept in good repair and clean condition to avoid oil, dirt or mud being tracked through common areas.

### **B. ELEVATORS**

Smoking is not permitted in the elevators by City ordinance. Commercial deliveries are to be made during regular business hours if possible, and elevators must be reserved no less than 48 hours in advance for all move-ins, move-outs, and delivery of large items so that padding and floor protection can be put in place. See also Section II.C below regarding Deliveries and Section XI below regarding moves and staging units for sale.

## C. DELIVERIES

Deliveries of large pieces of furniture or appliances should be made during regular business hours when possible, and residents must request that the pads be placed in the elevators to avoid any damage. Requests for padding of the elevator should be made to the onsite porter or Association Manager no less than 48 hours before the scheduled delivery. Unless the resident requires that an onsite porter or security person be available during the delivery, there will be no charge for putting up or removing the elevator pads, other than a one-time charge during moves. See also Section XI regarding moves and staging units for sale.

## D. COMMUNICATION

1. The bulletin boards on P2 and P3 may be used by residents to post information on events, items for sale, and recommended vendors. Anonymous postings are not allowed. All postings must show the names and unit numbers of the residents who posted them and the dates they were posted. Postings about specific events must be taken down as soon as the events are over. Other postings, except business cards and general building information, expire after 2 weeks. Board members may post information relating to Association business in the locked bulletin cases in the elevators.
2. The Association's management company's web site is the official communication medium for the Association.
3. Posting to the web site and use of email going to all residents shall be limited to information that directly affects residents and owners. Postings about specific events must be taken down as soon as the events are over.
4. Posting to the web site and use of the email distribution shall be authorized by any member of the Board of Directors or Communications Committee. Other Committees of the Association or individual owners or renters who wish to post information to the web site or to have information emailed must submit their information to the Board Secretary or Communications Committee, which shall have the responsibility to determine appropriateness of such requests. The Board or Committee may decline to disseminate information it deems inappropriate. Denials may be appealed to the Board of Directors. Examples of appropriate information include maintenance in the building, summaries of the Board meetings, workdays, open meetings or events to which everyone is invited. Postings of a political nature are not allowed.
5. Residents are invited to post questions and comments of general interest on the 1620 Google Groups email list serve at [1620Broadway@googlegroups.com](mailto:1620Broadway@googlegroups.com). Comments, opinions, and views posted on the Google Groups emails are not regulated or necessarily shared by the facilitator, Board of Directors, or the Association.
6. The Secretary of the Association will be responsible for the posting of all legal documents such as Declarations, By-laws, Rules, approved Board meeting minutes, and financial reports to the Association's website.

## E. SIGNS

Signage or advertising is not to be placed on any part of the property and will promptly be removed and discarded. The only exceptions are signs or advertising placed on the provided bulletin boards in the elevator lobbies on P2 and P3 and signage placed by the Board in the locked elevator cases.

## F. LANDSCAPING

The Landscaping Committee, as chartered and supervised by the Board, shall make recommendations regarding landscaping and landscape maintenance services employed in common areas. Planting or digging in the courtyard atrium, street wells, or walkway planters by individual residents or unit owners is not allowed. Plants, pots, urns, statues, and other portable objects shall not be placed on or against the courtyard atrium walls without prior approval of the Architectural Review Committee.

## G. WATER SPIGOTS AND ELECTRICAL OUTLETS

Water and electrical outlets are accessible in the common areas and are for the use of the Association. Except as necessary for the maintenance and preservation of common elements, the water spigots are for the landscapers and volunteers and are not to be used for any personal use. Electrical outlets in the common areas are for the use of the maintenance personnel and volunteers and are not to be used for personal purposes.

During power outages to the building, residents may use power outlets in the hallways for the limited purpose of charging battery-operated devices, such as cell phones, laptops, and medical devices. Residents and owners are not permitted to undertake rewiring or other projects involving electrical connections to their units; all such work is to be performed by a licensed electrician.

## III. USE OF RESIDENTIAL PARKING GARAGE

- A. A vehicle is defined as an automobile, motorcycle, scooter, bicycle, etc. Parking in fire lanes, lanes of travel, or in right of ways is strictly prohibited. Owners and their guests and tenants must park in the owner's assigned spaces and may not park vehicles in spaces that are assigned to other units without permission, even if they are unused. Leasing of parking spaces is governed by section 7.4 of the residential bylaws. Vehicles may not be parked so as to obstruct passage to other vehicles on the property, nor interfere with ingress to or egress from any portion of the property such as, sidewalks, driveways, and designated parking areas. A vehicle parked in these areas is subject to tow at the owner's expense. Vehicles must be moved at the request of the Board or the Association's management company when necessary for maintenance or to clean the parking areas.
- B. The speed limit in the parking garage is 5 mph. Care should be taken to avoid pedestrians, pets and other vehicles as you enter or exit the garage. Vehicles reported to have been repeatedly driven in an unsafe, reckless manner or at unsafe speeds will subject their owners to fines determined by the Board.

- C. Mechanical, electrical and bodywork on vehicles is strictly prohibited. Changing of oil or other lubricants is not permitted. The only exception to this is changing a flat tire (per Association Bylaw 7.2.2). Owners will be required to clean up under vehicles leaking any type of fluid. The use of a catch pan under a leaking vehicle is strongly advised. In the event the Board feels further cleaning is warranted, the unit owner will be assessed any additional cleaning fees.
- D. In the event of excessive, repeated or continuing violation of this rule the Board or its duly authorized agents may where practicable, send a "Notice of Violation" to the owner or shall affix a Parking Violation Notice to the vehicle. Any Parking Violation Notice that is affixed to the vehicle shall contain such information as the Board deems appropriate. Any failure to attend a Notice of Violation hearing under these rules may be deemed an admission of the violation and may result in costs and expenses being assessed to the owner. The Board shall keep records of all violations. The Board shall identify or attempt to identify the resident whose vehicle is causing the violation or whose guest, tenant, or invitee is causing the violation. The Board shall then notify the local authorities, the Association's management company or designated member of the Board, asking that they issue a Notice of Violation and remove the vehicle.
- E. The Association shall have the authority to tow vehicles which are parked in violation of these Policies, Rules & Procedures without notice to the owner of the vehicle when a vehicle has been abandoned and a notice of such violation was affixed to the vehicle, or when a vehicle is parked in a fire lane or is parked in a manner which presents an immediate danger to the property or to the health, safety and welfare of any person thereon.
- F. Any time a vehicle is towed pursuant to these vehicle Policies, Rules & Procedures and with the authorization of the Board, all costs and expenses incurred shall be the responsibility of the unit owner and vehicle owner, including any additional expenses incurred by the Association in connection with a tow, such as reasonable attorneys' fees. The Association may enter into an agreement with an appropriate company or individual to effect removal of a vehicle when removal is authorized under these Policies, Rules & Procedures.
- G. Items may not be kept in the residential parking garage except as permitted by the bylaws and by this section as follows:
1. Parking stalls may be used only to keep a properly licensed and operational motor vehicle or other items as authorized in these rules. A vehicle is operational if, in its current condition it can be driven on the street.
  2. In the residential garage, vehicles, including automobiles, scooters and motorcycles, must be kept only in the assigned parking stall.
  3. When authorized by the Board, a resident may keep items in the assigned parking stall(s) as follows:
    - a. An auxiliary vehicle that meets licensing requirements, if any, upon a showing that it does not impair the use of adjacent stalls.

- b. Separable parts of authorized vehicles, upon a showing that the parts will not interfere with the use of the garage or the limited common elements or create a hazard.
  4. Bicycles may be kept in parking stalls, may be secured to permanently installed eyebolts, and may be kept in the space between a resident's stall and the wall at the head of the stall. Railing and piping or another conduit may not be used to secure a bicycle in place.
  5. Other than bicycles, items may not be kept in spaces adjacent to the parking stalls, (between the concrete barriers and the parallel wall, or storage units).
  6. Posting of signage or other items by owners or residents in the parking garage is not permitted without authority of the Board.
- H. All costs related to enforcement of any of the vehicle Policies, Rules & Procedures, including reasonable attorney's fees, will be the responsibility of the unit owner and vehicle owner. The Association is not responsible for loss or damage to vehicles and their contents, or for injury to persons or property in the parking garages.

#### **IV. OWNER RESPONSIBILITIES REGARDING USE, MAINTENANCE, REPAIR, ALTERATION, AND CONSTRUCTION**

##### **A. MAINTENANCE**

1. Maintenance inside privately-owned units is the responsibility of the owner, except as specifically exempted in the Bylaws and Declaration. The owner's responsibility includes all elements of the repair including securing the necessary services, arranging access of repair personnel, transport and disposal of building materials, supervision of the work, compliance with code and best practices, and payment.
2. For emergency problems, residents should contact the Association's management company (503-233-0300). Service calls will be charged to the owner when the service provided is the responsibility of the owner.
3. Maintenance responsibility includes the liability associated with failures of owner systems that damage other units or common elements (for instance, water leaks into other units). In such cases, if owners are either not available or are not taking appropriate corrective action to limit further damage, the Association's management company may intervene to limit further loss to the extent possible. All costs associated with such emergency actions will be assessed to the owner responsible for the problem.
4. The Association will maintain a pest control program in the common areas of the building. Any pest control problems within a unit are the owner's responsibility. Residents must keep their units clean and in good repair to discourage the infestation of pests or rodents.

## B. FIRE SAFETY SYSTEM

### 1. Smoke Alarms

Each unit owner is responsible for maintaining the smoke alarms in their unit by ensuring that batteries are in working order at all times. Batteries should be changed at least annually for alarms not equipped with 10-year batteries. Owners are required to replace smoke alarms every 10 years. Each owner shall complete and provide to the Association's management company a verification form listing the date that each alarm in their unit was manufactured and the date on which it was replaced. Owners who fail to provide such information shall be subject to a fine determined by the Board. In the event that an owner refuses or neglects to replace the outdated smoke alarms, the Board, as a matter of fire and life safety, reserves the right to authorize the Association's management company to enter the unit and replace any smoke alarm that requires replacement under the terms of this Rule.

### 2. Sprinkler System

- a. The sprinkler heads that are situated throughout the building, including those within units are designed to operate independently and will allow water to flow when they are triggered by high heat. Water flow anywhere in the sprinkler system will automatically trigger the building's fire alarm system and summon the fire department.
- b. Be very careful when working around any sprinkler head as they will be activated if broken by physical action. The resulting water flow may cause flooding and water damage, and the unit owner will be responsible for the re-pressurization of the system.
- c. Do not stack or store anything within 18" of the sprinkler heads, or otherwise place objects in a way that will block the sprinkler head's spray pattern. Doing so is likely to significantly reduce the effectiveness of the sprinkler system in the event of a fire. Residents must comply with the regular inspections of sprinkler heads coordinated by the management company.

## C. SCREENS & WINDOWS

1. All screens and window coverings are to be maintained properly. Torn or unsightly window coverings are not permitted. The owner must make necessary repairs or replacements within a reasonable amount of time.
2. An owner may install a retractable screen if authorized as follows:
  - a. All new installations of retractable screens must be submitted to the Design Review Committee (DRC) and approved by the Board. Retractable screens must meet the following standards for color, size of screen housing and safety:
    - i. Approved colors are Sandal Wood, Rideau Brown, or Classic White to match the frame. (Colors as used in Phantom Screens)

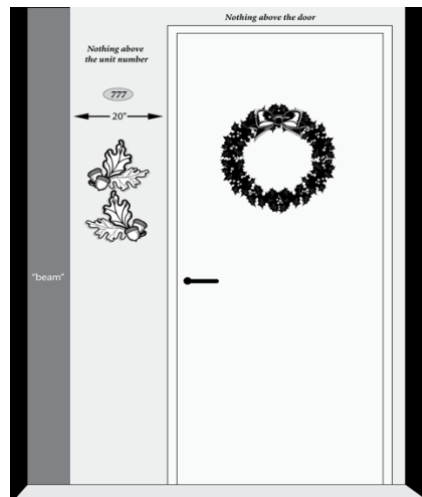


- ii. No larger than 1 ½” screen housing recessed to blend with door
- iii. A flexible pull bar that is “free floating” so that if anyone runs into screen it will give way.

All applications will be subject to further review by **DRC** and the Board for other issues including the qualifications of the installer, the quality of the mesh. Because exterior doors are part of the common elements, they must be maintained in very good visible condition. Any repairs caused by failure to maintain will be done by the property management company and billed to the unit owner.

#### D. DECORATIONS

1. Owners may decorate their homes and entrance ways in a manner that reflects the owner’s personal tastes and that takes into account the sensitivities of neighboring owners.
2. All decorative items placed in common areas must be approved in writing by the Board. Applications for decorations should be submitted to the Chair of the **Design Review Committee (DRC)**. Damage to the building, property or common areas caused by the display of decorations will be the responsibility of the unit owner.
3. Upon approval, unit owners (only) will be allowed to place standard, generally acceptable door decorations (such as wreaths) on the entrance door to their unit; small pieces of artful decoration (such as sculpture or other similar items) on the wall immediately adjacent to the door frame under the unit numbers; or attach small items (for example, door bells, knockers or Mezuzahs) to the door or door jamb. *By recommendation of the Fire Marshall, no decorative items are allowed to be placed on the floor.*



4. To be approved, decorations must meet the following standards:
  - a. Items must be consistent with the décor of the building and the common area where they are placed, and coordinate with the colors in the general common elements within which they are placed.
  - b. Items must not interfere with another unit's access, nor present a safety hazard. Items that use electricity or batteries are not allowed. Candles or other burning items are not allowed. Unit numbers must not be obstructed.
  - c. Decorations or items that violate city fire code are not allowed.
  - d. Door decorations must be less than 24" in diameter. They should be placed centered on door.
  - e. Wall items cannot be wider than 20" (the width of the wall under the unit numbers), nor deeper than 4" (the depth of the beam). Pictures, paintings or photographs are not allowed as wall or door decorations.
  - f. Holiday or special occasion decorations are allowed without approval but must follow the general guidelines for permanent decorations. They will be permitted on a temporary basis (no more than 30 days prior to or 15 days following the holiday or special occasion). "Over the door" or Command-style removable wreath and display hangers must be used instead of permanently-attached hardware. Political signage will not be considered holiday or special occasion decoration.
  - g. Door mats are allowed only for units with entry doors that face the exterior (228, 230, 328, 330, 428, 430, 528, 530, 602, 604, 608, 610, 612, 614, and 616). Such mats shall not exceed 36"x26", shall have no writing or pictures on them and must be black or wheat in color for uniformity.
  - h. Draperies, curtains, and blinds are required to be a neutral color (such as white, off-white or a light tan) on the side visible to the street or atrium (with the use of drapery liners if needed).
  - i. Applicants should be aware that the tastefulness or appropriateness of artwork and decorative items is subjective. The Board may refuse to allow items they feel are offensive, distasteful, or inflammatory even if those items fall within the currently published criteria and guidelines for size, placement, or color.

#### E. DECKS AND BALCONIES

1. All decks and balconies must be kept clean and clear of all items that adversely affect the exterior appearance of the condominium building, either from the street or from the atrium. Garments, rugs, laundry or other similar items may not be hung on balconies. Decks and balconies should not be used for beating rugs, carpets, or shaking dust mops.

2. Decks and balconies are not to be used for storage or to kennel pets. For safety and uniformity, no items are to be placed on deck or balcony railings. Items allowed include patio furniture, grills as permitted in 2.b., flower boxes, plants, patio or garden art, and similar items. Pots must have adequate risers underneath to avoid damaging the surface coating.
  - a. For clarification, patio furniture includes storage containers or furniture specifically designed to contain hoses, gardening equipment, grilling equipment, etc. Furniture and containers should be “size appropriate” for the space and not obviously visible from the street or atrium.
  - b. Grills must comply with current fire code and insurance policy requirements. Based on current insurance policy restrictions, the use of charcoal, wood or wood pellet grills and appliances specifically manufactured for “smoking” or curing meats are not permitted. Please be extra vigilant when grilling to avoid excessive smoke or odor and follow all manufacturers’ suggested safety procedures.
  - c. No item may be permanently attached to any exterior wall without written approval from the Board of the Master Association. Requests must be submitted to the Architectural Review Committee, ensuring proper precautions to protect the integrity of the building.
3. Bicycles may not be stored on or hung from patios or decks.
4. Residents should use care to avoid debris, solid or liquid, from being allowed to run off of decks or balconies to any area below. However, when an upper balcony is cleaned, some water may fall onto the next balcony below. Accordingly, it is recommended that residents of balconies below be notified prior to the commencement of cleaning.
5. No bird feeders are permitted, with the exception of hummingbird feeders.

#### F. STORAGE AREAS

Unit owners are individually responsible for insuring their personal property stored in their storage units. Food or other items that may be attractive to rodents or insects should not be stored in the storage units. Explosive or highly combustible materials may not be stored in storage units at any time. Approved deadbolts have been installed on storage units and must remain keyed to the Master.

#### G. ALTERATIONS & ADDITIONS

1. No structural alterations or additions may be made to any of the common areas or elements, except as authorized by the Declarations, Bylaws, or these Rules.
2. Requests for alterations or additions to limited common elements or structural alterations within individual units must be submitted in writing to the Architectural Review Committee (ARC) for review. A complete set of architectural, mechanical,

electrical and other relevant plans and specifications, as well as an analysis of the potential adverse effect on the Building and a plan for mitigating such adverse effect, must be included with the request.

3. Each owner has the right to maintain, repair, paint, finish, substitute, add or remove fixtures attached to ceilings, floors or walls within the owner's unit without requesting Board approval. However, construction or alteration that causes any interference with or damage to the structural integrity of the building or limits the use, protection or enjoyment of any common area or element must be submitted for review and approved before construction begins.
4. The ARC will issue a recommendation to the Board at its next meeting, at which time the Board has the authority to approve or disapprove the request or suggest changes. If the request is denied, a revised request may be submitted for ARC review. Requests should be submitted directly to the Chair of the Architectural Review Committee.

#### H. CONSTRUCTION ACTIVITY

1. Construction activity, unless it is of an emergency nature, will be limited to the following hours:

Monday – Friday	8:00AM – 6:00PM
Saturday	9:00 AM – 6:00PM
Sunday	NO CONSTRUCTION ACTIVITY
State-recognized Holidays	NO CONSTRUCTION ACTIVITY
2. All structural alterations must be done by qualified, licensed, and bonded professional construction contractors. All construction shall meet applicable building code regulations which involve design, permitting and inspection. Building permits and evidence of appropriate casualty insurance may be requested by the Board for review at any time during the construction process.
3. Since there is no freight elevator, the lobby and elevator must be properly protected from damage by construction activities. Owners must request the elevator pads be put up during the transportation of construction materials or large or heavy equipment. Workers should be instructed to load and unload the elevator as quickly as possible, and heavier loads should be divided into several trips, if practicable. Association dollies, carts and other equipment shall not be used by such workers. Care should be taken to avoid scraping or denting the elevator cab, door, and door surround as well as hallways, entry doors, and all other common elements. If the tracking of construction debris and dirt into and out of the private unit into the common areas (for instance the hall, elevator, and lobbies) is excessive, the unit owner will be liable for carpet cleaning expenses. Removal of construction debris is the responsibility of the owner and should be included in any construction contract.
4. Halls shall not be used as construction or assembly areas for materials except as necessary for the purpose of moving the materials into or out of a unit. As much as practicable, solvent- based contact cement, paint, varnish, lacquer, etc. should not

be used as the odors they release may cause problems in neighboring units and common areas.

**5. Before commencing any construction project, the owner must execute a written Construction Agreement provided by the Association management company.**

## **V. BUSINESS USE OF RESIDENTIAL UNITS**

- A. The Residential Condominium is intended solely for single family residential use. The units may be used only in a manner appropriate to maintain and preserve the condominium's status as a residential condominium of single-family residences, on an ownership or lease basis, and for social, recreational, or other reasonable purposes normally incident to residential use.
- B. An owner may not use or permit the use of a residential unit for a trade, craft, business, profession, commercial or similar activity (hereafter called business activity) without authorization of the Board obtained in accordance with this rule. The Board will not approve a use that would violate applicable law or the Bylaws or Declarations governing our homeowners' Association. To obtain authorization, an owner must submit to the directors of the Board and the members of the Security Committee a written application that describes the business activity that will occur at 1620 Broadway. The application must at a minimum describe the nature of the business activity and how it will affect life in the building, specifically whether and to what extent it will result in foot traffic (for instance from customers, employees, contractors, etc.), noise, and other environmental factors. The Security Committee will evaluate the effects of the business activity on the building security and personal security and submit a recommendation to the Board. The Board may approve or reject the application or may request additional information from the applicant.
- C. An owner may, without authorization of the Board, maintain a professional personal library, keep personal business or professional records or accounts, handle personal business or professional telephone calls, or confer with business or professional associates, clients, or customers, in the owner's unit.
- D. An owner may without authorization of the Board, use the owner's unit as a "home office." This is defined as employing the functions of a business that are routinely accomplished in the home and which do not increase foot traffic to the unit or unduly disrupt the routine of other unit owners through noise or other distractions. Examples of elements of use as a home office include and are represented by the activities listed in the previous paragraph.

## **VI. PETS**

- A. Up to a maximum of four domesticated animals, birds, fish and non-venomous reptiles (herein referred to as "pets") may be kept in one unit. Dogs may not weigh more than 50 pounds.

- B. The Association requires that pet owners take full responsibility for their pets. Corrective action taken by the Board in the event of a complaint may include the immediate removal of any animal that is found to be unreasonably aggressive. The Board may also require that the animal and owner attend behavior and obedience classes at the expense of the pet owner to alleviate problems. Aggressive behavior is defined as snarling, lunging, biting or straining at the leash in a threatening manner.
- C. All dogs and cats must be licensed by Multnomah County as county code dictates. Proof of licensing and inoculations must be given to the Board if requested. Spaying or neutering is encouraged. Exotic or dangerous animals are not permitted. Pets must be leashed and under control at all times outside of private units. Animals are not to be tied to trees or furniture in any common areas.
- D. Pet owners are responsible for the immediate removal and sanitary disposal of any excretion or feces deposited by a pet anywhere on the property, regardless of who is attending the pet. No pet shall be allowed to damage any common area. The unit owner is responsible for the actions and subsequent damage, if any, of pets belonging to residents and visitors.
- E. Residents who have concerns or complaints about a neighbor's pet are encouraged to reasonably discuss the problem with the pet owner directly before registering a complaint in writing with the Board.

## **VII. RESPECT FOR THE RIGHTS OF OTHERS**

### **A. PROHIBITED ITEMS AND ACTIVITIES**

Nothing shall be done or kept in any unit, common element or limited common element that is illegal or prohibited, or which would cause the Association to pay more for, or lose, our insurance coverage.

### **B. NOISE**

Unit owners, residents, family, pets, visitors or guests shall not commit any nuisance or disturbance to neighbors either willfully or negligently by means of, but not limited to: screaming, shouting, loud conversation, **continuous barking** or playing of audio equipment or musical instruments at a high volume. Operating washers, dryers or other equipment or tools that cause noise or vibration is prohibited between the hours of 10pm and 7am.

### **C. ODORS AND SMOKE**

1. Unit owners, residents, family and guests must take into account the general undesirability of excess smoke from grills and tobacco products and of excessive use of perfume spray or scented air fresheners in common areas. Smoke and odors shall be kept to a minimum. Those facing the atrium should be particularly sensitive to neighbors who may be subjected to drifting smoke.

2. Smoking and vaping are prohibited in the common areas including the parking garage, elevators, hallways, lobbies and walkways. Cigarette butts shall not be discarded anywhere other than a fire-safe receptacle and never allowed to land on a lower deck on the atrium or sidewalk.

#### D. SOLICITATIONS

Active door-to-door or passive solicitation within the building by residents, guests, or others is not permitted, except it is anticipated that youngsters who live in the building or guests of residents may engage in usual Halloween activities in the company of a responsible adult resident. Children should contact only those units displaying orange ribbons and decorations.

#### E. REFUSE AND RECYCLABLES

Refuse must be placed in the appropriate receptacles available in the building and must not be left on the floor in the garbage room, near the recycle bins, or anywhere else. Garbage and recyclables can be disposed of in the trash room on the north end of each residential floor or in the garbage room or receptacles for recycling on P-2. Please do not overfill the trash receptacles to ensure they are able to close. Instructions for proper sorting of recyclables are posted and must be followed. Debris is not to be temporarily stored in the common areas or outside at any time. It is the direct responsibility of residents to properly dispose of large items such as appliances, computers, televisions, furniture, Christmas trees and large plants, by taking them to Metro or another waste collector. If it is not possible to do so, the unit owner should contact the Association's management company to make special arrangements with the garbage company that serves the Association. The cost for these special services shall be the responsibility of the requesting unit owner. If the trash cans in the garbage rooms are full, residents may take garbage directly to the garbage room on P-2 and place the trash in the garbage container. The "entry" key opens the garbage room on P-2.

### VIII. SAFETY AND SECURITY

- A. There is no substitute for individual responsibility and vigilance. Crime prevention is everyone's concern, and residents should exercise caution and awareness at all building entrances. Particular attention should be given to individuals loitering in the garage, stairwells, or out-of-the-way hall areas. If possible, ask if they need assistance or require help. If there is potential risk, do not confront the individual but instead report the situation to the police or the Association's management company. All residents should be acquainted with the 1620 Broadway Residential Entry and Security Protocol, which can be found on the Bluestone portal.
- B. Call the police non-emergency number (503-823-3333) if you observe any persons who may be trespassing but do not believe a 911 call is merited or to report the occurrence of any break-ins, thefts, associated damage, physical intimidation or harm, or any other threat to security.

- C. Call the Association's management company immediately to report the loss of an entry fob, access keys, or garage door openers.
- D. Call the onsite porter (number listed in the Resident Directory) or the Security Committee chair (If unable to reach either of them, contact the Association's management company 24-hour line):
  - 1. To report doors, which normally should be secured, left unattended in the opened position. (If possible, close and secure at the time).
  - 2. To report the failure of security systems.
  - 3. To report individuals coming to your door to solicit in any manner (tell the person that soliciting is against the Policies, Rules & Procedures of 1620 Broadway and ask the person to leave).

E. Individual Responsibility and Common Sense

- 1. Do not store hazardous materials or excessive quantities of flammable materials in your unit, storage closet or parking space.
- 2. Exercise care when smoking in your unit. Smoking is prohibited on decks and balconies.
- 3. Exercise care in the use of decorations, candles, lighting and holiday trees.
- 4. Fireworks in any form are prohibited in the building.
- 5. Become familiar with the building layout; plan and practice emergency escape procedures.
- 6. Know the location of fire extinguishers, central alarm pull stations, door release pull stations, and your exit options.
- 7. Do not throw cigarettes or cigars onto the common areas, such as the garage, walkways or the sidewalk.

F. Main Entrance Precautions

Located on the north side of the building, this entrance is the primary personnel entrance to the building through the lobby. As the primary entrance, it is subject to a great deal of traffic, and, as such, is one of the most vulnerable to unauthorized access. Whether using your telephone in your unit or when physically present at the door, do not offer entry to anyone you do not recognize. Ensure that all exterior doors are closed securely behind you. Tell your guests not to expect to enter the building without using the security system and ask them not to expect other people entering the building to let them in. It is not necessary to escort your guests out of the building, as the elevator will allow them to access the lobby.



## G. Garage Entrance and Exit Precautions

- A. When you go through the rolling security gate as you enter or leave the residential parking area, stop as soon as you have cleared the gate and watch the gate until it closes completely to ensure that no unauthorized vehicle or individual enters. All residents should familiarize themselves with the 1620 Broadway Residential Entry and Security Protocol, which can be found on the Bluestone portal.

## B. Stairwell Precautions

The doors allowing access to the stairwells are secure and are intended to be closed and locked at all times. Do not prop them open or otherwise incapacitate the locking mechanisms.

## C. Individual Units, Storage, Vehicles

Residents are responsible for security within their unit, for items in storage areas, for all possessions left outside the unit, and of their motor vehicles. Do not leave entry fobs or garage door remotes in plain view within your vehicles and lock all unattended vehicles and lockers. It is highly recommended that valuables not be left in vehicles. Do not leave items unattended in common areas.

## D. Entry Devices: Door Keys, Entry Fobs & Garage Door Remotes

1. Owners have been issued 1620 entry devices (stairwell/garbage room keys, entry fobs and garage door remotes) to all areas of the building they are entitled to use. Owners are responsible for all entry devices issued in their names. All entry devices remain the property of 1620 Condo Association.
2. REPORT THE LOSS IMMEDIATELY of a door key, entry fob or garage door remote by calling the Association's management company.
3. Replacing lost, damaged and non-functioning entry devices:
  - a. Door key: A door key may be replaced by the owner at their expense. If you need additional keys, the Association's management company may have locksmith suggestions for replacement keys.
  - b. Entry fob: Entry fobs do not have a battery. If an undamaged fob is not functioning, the Association will replace it without charge. If a fob is damaged or lost, a replacement fob can be purchased from the Association's management company at a small cost. Bring or mail the failed fob to the Association's management company for an exchange. Failed, damaged, and lost fobs will be de-activated in the security system's computer.
  - c. Garage door remotes: These remotes are battery powered. If a remote fails to open the garage door, the most likely cause is a dead battery. Owners are responsible for replacing dead batteries. If an undamaged remote with a good battery is not functioning, the Association will replace it for the owner without charge. If a remote is damaged or lost, a replacement remote can be obtained

from the Association's management company at a moderate cost. Bring or mail the failed remote to the Association's management company for a replacement. Failed, damaged, and lost remotes will be de-activated in the security system's computer.

#### E. Locks to Private Units

1. Locks to living units are the responsibility of the owner. Unless the locks have been changed by owners, the Association's Master key can be used to gain access in emergencies to the extent specified by law.
2. To allow emergency access, owners are urged to conform their unit entry keys to the existing building Master Key. Owners who choose not to key their units to allow access using the building Master key should provide a duplicate key to another resident. To enable emergency access, repair access, or owner access in the event of accidental lock-out, it will be the obligation of the resident or owner to secure the services of a professional locksmith if that becomes necessary.
3. It is not the responsibility of the onsite porter or the Association's management company to arrange for, coordinate, manage or otherwise allow access to private units by a resident's guests, contractors, or delivery personnel.
4. Locks to storage units, while the responsibility of the owner, are limited common elements and must be keyed to the Master. Deadbolts must be maintained on all storage units and may be changed or adjusted only by the Association.

#### F. Maintenance or Emergency Access

The Association or its officers, agents, or employees may enter any unit or storage space when necessary in connection with any emergency, repair, maintenance, or reconstruction for which the Association is responsible, or which the Association has the right or duty to do. Such entry shall be made with as little inconvenience to the unit owner or resident as is practicable, and except in the event of an emergency, shall be done upon prior reasonable notice to the occupant of the unit.

## IX. RENTAL UNITS

### A. GENERAL PROVISIONS

1. For the purposes of these Rules, the terms "leasing" or "renting" may be used interchangeably. Businesses owning units and leasing them, even if the lease is to a principal of the business, are considered rentals.
2. A unit owned by a family trust and occupied by immediate family members of the grantor or beneficiary of the trust is not considered leased. However, a unit occupied by immediate family members of an owner is considered leased if the family members are paying rent or are living in the unit under a rental agreement.
3. The total number of units authorized for rental may not exceed 21.

4. A tenant may not sub-lease a unit.
5. An owner may lease a unit to a tenant only when authorized by the Association in accordance with this rule. Owners may apply for authorization to rent if they have good faith intentions to take actions to rent their units. If the Association determines that an owner is on the rental list without intent to rent the unit, the Association may fine the owner and impose a loss of future rental privileges. To obtain authorization and to hold a position on the active rental list or the waiting list, an owner must apply to the board and must be and remain a member in good standing by:
  - a. Being current with all fees and charges of the Association.
  - b. Having on file a copy of the declaration page of the owner's insurance policy covering the unit.
  - c. Being current with utility bills.
  - d. Submitting a current, complete Statement of Unit Occupancy information to the Association's management company.
  - e. Otherwise being in compliance with the Declarations, Bylaws and these rules.
6. Renewal or extension of existing lease. An authorized owner whose unit is subject to a lease may renew or extend the lease with the same tenant, without obtaining additional authorization, by submitting a copy of the new or extended lease and a copy of the declaration page of both the owner's and the tenant's insurance policies to the Association's management company. An owner who renews or extends a lease without submitting a copy of the new or extended lease and the two declaration pages to the management company is not in good standing.

## B. APPLICATION

1. An owner may apply for authorization to rent a unit at any time by submitting an application to the Association's management company for Board approval. The Association's management company will notify the owner in writing by mail, fax, or e-mail within five business days of the decision, the status of the rental application, and the reason for denial if permission is not given.
2. An owner whose unit is subject to a lease may submit an application at any time to rent the unit to a different tenant. If approved, the application is effective at 12:01 a.m. on the 30<sup>th</sup> day before the last day of the lease or the last day of the move out of the current tenant, or the day the application is submitted, whichever is later. If there is a waiting list at that time, the owner is added to the bottom of the list.

## C. ENTERING INTO A LEASE

1. New tenant, no waiting list: Once approved to lease a unit, an owner may, if there is no waiting list, enter into a lease with a new tenant within 60 days following approval.

If the owner does not enter into a lease during the 60-day period or a subsequent 30-day period, if authorized, the owner may, upon request, be authorized an additional 30 days to enter into a lease, except that if at the end of the initial 60-day period or a subsequent 30-day period there is a waiting list, the owner is placed at the bottom of the waiting list effective at 11:59 p.m. on the 60<sup>th</sup> or 30<sup>th</sup> day, as applicable, and the first person on the list is authorized to enter into a lease.

2. New tenant, waiting list: If at the time an owner's application to lease to a tenant is approved there are 21 units under lease, the owner is placed on the waiting list effective at 12:01 a.m. on the date of application.
3. Once an owner enters into a lease with a tenant, the owner must provide to the management company a copy of the lease, the declaration sheet of the tenant's renter's insurance policy, and a new Statement of Unit Occupancy Information. An owner who enters into a lease without submitting these documents to the management company within five days of the move-in date is not in good standing.

#### D. WAITING LIST

1. A waiting list for renting is maintained by the Association. The list consists of owners who apply to rent to a tenant but are unable to do so because the limit of 21 rental units has been reached. An owner may hold only one position on the waiting list. The first owner on the list is the owner with the oldest time of assignment to the list. If there is a waiting list, this is the process:
  - a. When a tenant moves out of a leased unit, reducing the number of units authorized for rental below 21, the Association notifies the first owner listed on the waiting list that he or she is authorized to rent and has seven calendar days to notify the management company that he or she intends to seek a tenant.
  - b. The owner upon notifying the management company that he or she will, in good faith as described in paragraph 5, seek a tenant has 60 days to enter into a lease with a tenant. An owner that does not enter into a lease during the 60-day period moves to the bottom of the waiting list effective at 12:01 a.m. on the 61st day following the notification and the board may authorize the first owner on the waiting list to enter into a lease starting the same day.
  - c. Owners who do not notify the management company within seven days that they intend to rent:
    - i. First time. The first time that an owner authorized to rent does not notify the management company within seven calendar days of the owner's intention to seek a tenant, the owner is moved to the bottom of the list effective at 12:01 a.m. on the eighth day after the notification of authorization to rent and the next owner on the waiting list may be authorized to enter a lease that day.
    - ii. Second Time. The second time that an authorized owner does not timely notify the management company of the owner's intention to seek a tenant, the owner shall be removed from the list effective at 12:01 a.m. on the eighth day after the date of notification and the next owner on the waiting list may be

authorized to enter in to a lease starting on the same day, subject to the provisions above. Owners removed from the waiting list may apply for authorization to lease after six months from the date of removal.

- d. Owners authorized to rent may leave the list for 30 days to resolve problem circumstances and then resume the list's top position. An authorized owner who is not yet ready to rent because of circumstances that the owner expects to resolve soon, may elect, within 48 hours of the notice, to waive the right to immediately seek a renter. This owner has 30-days to resolve the circumstances affecting the rental of the unit. During the 30-day period, the management company sequentially moves through the waiting list to authorize the next appropriate owner to rent. At the end of the 30 days, the owner who originally waived his or her right to rent moves to the number one position on the waiting list. Rules above apply from this point on.
2. Upon the sale of a unit that is on the active rental list or the waiting list, it is removed from the list effective the last day of the move out of the current tenant.

#### E. REMEDIES SPECIFIC TO RENTAL UNITS

1. If an owner fails to submit the application required under the Bylaws, and rents or leases the unit, or rents or leases the unit after the Board has denied a properly submitted application, the Board may assess fines against the owner and the owner's unit after appropriate notice and opportunity to be heard, and may seek other available legal remedies including a request to the appropriate court for mandatory removal of the tenant or lessee from the unit.
2. If the Board determines that a tenant of a unit has violated any provisions of the Declaration, the Bylaws, or the Policies, Rules & Procedures of the Association, or any State, federal or local law, the Board may require that the owner terminate such rental or lease agreement, in addition to assessing fines and any other remedies available to the Association.
3. The unit owner is responsible for paying for any damage to the common elements caused by the tenants, pets, visitors and guests, and for fines imposed by the Board for any violations of the Policies, Rules & Procedures of the Association by the tenant.

#### F. RULES GOVERNING "OCCASIONAL VACATION RENTAL" OF UNITS

1. "Occasional Vacation Rental" defined. The term "Occasional Vacation Rental" means any Unit:
  - a. That the owner rents four or fewer times per calendar year,
  - b. Whose rental periods are 60 days or fewer, and
  - c. In which the number of days that the Unit is rented does not exceed 120 days in any twelve-month period.

2. Restrictions on Occasional Vacation Rentals. An owner of an Occasional Vacation Rental may rent the Unit if:
  - a. The Unit is not used for motel or hotel lodging, as provided in Section 7.3.1 of the Bylaws,
  - b. The Unit is not rented as part of a continuing pattern of business operation,
  - c. The owner complies with local and state registration and taxation requirements that affect an Occasional Vacation Rental, and
  - d. The Board has authorized the Occasional Vacation Rental.
3. Advertising. An owner may advertise the availability of an Occasional Vacation Rental for lodging but may not advertise for lodging with hotel or motel services.
4. Application of Section IX. The rental requirements and rental cap in Section IX of the Residential Condominium's Policies, Rules & Procedures do not apply to an Occasional Vacation Rental unit. All other provisions of Section IX apply to Occasional Vacation Rentals.
5. Requirements for Board Authorization of an Occasional Vacation Rental Unit. The Board may authorize an Occasional Vacation Rental Unit if the owner and unit are demonstrated to have met these requirements:
  - a. The owner is currently a member of the Association in good standing, as defined in Section IX, and has applied to the Board for Occasional Vacation Rental authorization.
  - b. The Unit will be rented as a furnished unit and the tenant may not move furniture in or out of the unit.
  - c. Before each rental, the owner will provide the Association's management company:
    - i. The renter's name, contact information, and the dates that the renter will occupy the Unit; and
    - ii. A copy of:
      1. The rental agreement, and
      2. The owner's insurance policy for the unit.
6. Approval Process for Occasional Vacation Rentals
  - a. An owner of a unit may apply at any time to be approved to rent the unit as an Occasional Vacation Rental by submitting a written request tendered to the

Association's management company with a copy delivered to the Association Secretary. The request must state that:

- i. The owner requests authorization to rent the owner's unit as an occasional vacation rental;
  - ii. The owner is in good standing, as defined by Section IX.A.5; and
  - iii. The owner understands that the unit will be rented as a furnished unit and that the tenant may not move furniture in or out of the unit.
- b. The Secretary will transmit to the Board the request from the owner.
- c. The Association's management company will promptly inform the Board whether the requesting owner is in good standing as set forth in Section IX.A.5.
- d. The Board will promptly approve or disapprove the request and inform the owner in writing of their decision. If the decision is to deny the request, the Board will inform the owner of the basis for the denial. In the event of a denial, the owner may amend and re-submit the request.
- e. Before each rental, the owner will:
- i. Inform the tenant of the Policies, Rules, and Procedures including, but not limited to, the rules pertaining to security, parking, garbage and recycling, smoking, animals, and entering and leaving the building.
  - ii. Provide to the management company contact information (address, phone numbers, and email address) where the owner can be reached while the unit is occupied by the tenant.
- G. Rental unit owners must provide the Association's management company with complete occupant information, including the terms of the lease, within one week of the move-in of a tenant. Should the Board find it necessary to solicit the information, a \$25 charge may be assessed to the unit owner.

## **X. UNIT SALES**

- A.** The owner of a unit offered for sale must notify the Association's management company as soon as the unit is listed for sale. Immediately upon the closing of any sale, the Owner must promptly inform the Secretary or managing agent of the name and address of the purchaser and mortgagee, if applicable. Upon the execution of a Purchase and Sale Agreement, unit owners are responsible for providing the proposed purchasers with copies of the current recorded Declaration and Bylaws, current Policies, Rules & Procedures, copies of the current budgets, proposed or pending assessments, and any other pertinent information regarding the building and Association as required by law and Association governing documents.

- B. "For Sale" or "For Lease" signs are not allowed in windows, on the outside of the building, or in the common areas. Notices may be placed on the bulletin boards on P2 and P3.
- C. Prospective buyers must be escorted throughout the building, including storage areas, at all times. Open houses require two representatives to be present in order to meet the above obligation to appropriately escort clients. Sandwich board signs must be in compliance with all city ordinances and are allowed to publicize an open house. They must not block the front entrance.
- D. Realtor lock boxes should be placed on the provided metal bar located on the wall in the elevator vestibule on P1 and may not be placed in any other location. It is the owner's responsibility to provide keys and electronic fobs to their realtor and to authorize the Association's management company to provide their realtor with a code for the P1 elevator vestibule.
- E. Sellers are responsible for knowing and following the requirements of Section XI in these Rules regarding moves and staging protocol and criteria.
- F. If a unit owner sells the unit without the assistance of a realtor, all of the above rules apply.

## XI. MOVING IN OR OUT

- A. A "move" is the transfer of furnishings, decorations, and belongings into or out of a unit, and generally includes staging a unit for sale and removal of staging furnishings and decorations.
- B. Unit owners must coordinate each move with the Association's management company. The owner must submit a completed Move Request Form to the Association's management company not less than fifteen (15) business days prior to the move.
- C. The following fees and charges apply to moves, **unit staging or removal**, that require a single day:
  - 1. **\$260 fee** for a full move using the Association's moving services vendor
  - 2. **\$50 fee** for a staging or in-building move that does not require full service

The fees and charges are subject to change as contract terms with the Association's management company and moving vendor change.

**It is the owner's responsibility to obtain a reserved parking permit through the City Temporary Street Use Permitting website at [www.portlandoregon.gov/transportation/permitting](http://www.portlandoregon.gov/transportation/permitting).**

- D. The basic moving fee applies to moves of four hours or less taking place Monday-Friday, 8AM-5PM, excluding holidays. Moves exceeding four hours or taking place at other times will be increased for higher holiday, weekend, and overtime rates. The moving fees and charges must be paid prior to the commencement of the move, and the move may not proceed until the fee is paid. The fee should be paid to the Association's



management company at the time the Move Request form is submitted. The unit owner is responsible for all move-in and move-out fees and charges.

- E. All moves in and out of the building are to be made through the front door of the building with adequate security arranged by the Association's management company. Furnishings and large household items are not to be loaded or unloaded in the P-1, P-2, or P-3 parking areas.
- F. Requests for exceptions to paragraphs A-E of this rule may be submitted to the Association's Orientation Committee and will be evaluated on a case-by-case basis. The Orientation Committee will use the criteria on the Move Rule Exception Request, a copy of which is in the Appendices to these Rules, to evaluate requests for exceptions, and the Committee's decision is final unless overturned by the Board of Directors.
- G. The move route prior to and after the move will be inspected prior to the moving of any furniture or boxes. Any damage caused during a move is chargeable to the unit owner.
- H. Penalty. An owner who fails to follow the requirement in paragraphs A-E of this rule is subject to a fine of \$500.
- I. New residents of the Sixteen-Twenty Broadway Residential Condominiums must participate in an orientation with a member of the Association's Orientation Committee within 15 days of occupancy unless the Orientation Committee grants an extension for good cause. If a new resident refuses to schedule or participate in an orientation, the owner of the unit may be fined \$20.00 per day on the 16<sup>th</sup> day and thereafter until the new resident participates in the orientation.
- J. All owners and occupants are required to complete and provide the Association's management company with a current Information form. Owners who fail to provide such information shall be deemed to have waived the right to receive notices at any address other than the address of the unit and the Association shall not be held liable for any loss, damage, injury or prejudice to the rights of said owner caused by any delays in receiving notice.

## **XII. INSURANCE REQUIREMENTS**

- A. Each unit owner is required to carry the following insurance to cover their unit:
  - 1. Condominium Insurance Policy with the following coverages:
    - (i) Liability (minimum \$300,000)
    - (ii) Building (minimum \$10,000)
    - (iii) Personal Property
    - (iv) Loss assessment (minimum \$10,000)
  - 2. Earthquake Policy with the following coverages:
    - (i) Personal property
    - (ii) Building (minimum \$50,000)

(iii) Loss assessment (minimum \$50,000)

- B. Section 9.2 of the residential bylaws requires each owner to file a copy of each policy with the board of directors within 30 days after purchase of each policy. The Board has designated the Insurance Committee to receive this information, and new policies and declaration pages shall be emailed to the Insurance Committee at 1620Insurance@gmail.com.
- C. In addition, all policies must list 1620 Broadway Residential Condominium Association, 1620 NE Broadway, Box 800, Portland OR 97232 as an additional interest **or additional insured.**
- D. Owners of rental units must provide proof of their renters insurance to the Insurance Committee at 1620Insurance@gmail.com.
- E. For each day a unit is not covered by a policy required by the Association's rules, the owner is subject to a fine not to exceed \$10 for each required policy not in full force.

### **XIII. RULES AMENDMENTS AND REVIEW**

A. Review of the Rules: The Board of Directors may, from time to time, amend these rules with input from interested owners and renters. The Board is required to review the Rules at least once annually. In addition, any owner or renter may submit a written request to the Association Secretary to have Rule changes considered, along with a draft of such proposed changes. Such requests will be placed on the agenda of the next Board meeting for discussion.

#### **B. Process for Rules Review**

After discussion of the proposal, the Board may take any of the following actions:

1. Agree the proposed rule change has merit and approve seeking comment from Owners and Renters and developing final wording. The proposal will be included in the Board meeting minutes and posted on the Association web site which is available to all owners and renters allowing them to comment prior to the final vote of the Board. A deadline for comment will be published with the proposal. The final proposal will be considered for adoption at the next Board meeting.
2. Reject the proposed rule change.
3. Defer the decision until further research is done. The Board may at its discretion request assistance from Committee Chairs, individual owners, outside experts, and others to gather additional information and recommendations. Once this is done, the process returns to Section 1 above.
4. Under extreme circumstances of a health or safety emergency, the Board may convene for the purpose of considering an expedited change to the rules.

#### **C. Communication of the Rules**

1. Following a revision to the Rules, the Board shall publish and distribute copies to each owner and renter through electronic or other means.
2. The current version of the Rules shall be available on the Association web site for the use of owners, renters, real estate agents, and prospective buyers.
3. The Association Secretary is responsible for maintaining the current version of the Rules.

#### **XIV. COMPLIANCE AND ENFORCEMENT**

##### **A. COMPLIANCE**

All owners, residents, tenants, visitors and guests are required to follow the governing policies of the Association. Owners are responsible for compliance with all rules and regulations by their tenants, guests or invitees. All necessary forms required by these Rules or the Bylaws are available on the **Bluestone portal**.

It is always best to attempt to resolve problems and complaints as directly and as amicably as possible. However, residents may register complaints in writing with the Board; the Board will then investigate and determine if action is necessary.

In the case of an emergency situation, contact the Association's management company or a Board member to request assistance. Within limits of authority, and to the extent possible, the person responding will act immediately to attempt to correct the reported problem. The Board will be informed of the complaint and any action taken and will take further action as necessary.

The Association's management company and at least one Board Member will periodically walk the building and document necessary repairs, replacements, and rule violations. Their report will be reviewed at the following Board meeting and the Board will determine action needed.

##### **B. PROCESS FOR ENFORCEMENT**

Owners will be notified in writing of violations reported and action taken. Owners are responsible for any violations by their tenants, visitors, or guests of these Policies, Rules & Procedures and are subject to the following fines or other actions. In all cases, any expenses incurred by the Association, or any actual damages repaired at Association expense will be assessed to the owner.

1<sup>st</sup> Violation: Warning notice to resident and unit owner. Offensive behavior or negative impact must immediately cease. The Board reserves the right to impose a reasonable fine for a first violation and take immediate action, when the violation is of a particularly egregious nature. Examples include failure to notify the Board or make proper arrangement for a move-in or move-out, which may result in an immediate fine of \$500 assessed to the unit owner; or issues involving an animal that is unreasonably aggressive or

noisy.

2<sup>nd</sup> Violation: A fine of up to \$200 may be assessed to the resident and unit owner.

3<sup>rd</sup> Violation: A fine of up to \$500 may be assessed to the resident and unit owner. The Board may require that the resident and owner be present at a Board meeting to discuss potential future action. If the regular meeting cannot be attended, the resident has 14 days to offer an alternative date to meet with the Board. If no meeting can be set, the Board can then take action without hearing from the resident. The board will notify the resident and owner in writing of the action the board has taken.

4<sup>th</sup> Violation: In the event of a continuing violation, a fine of up to \$100 per day that the resident is in violation of the Policies, Rules & Procedures may be assessed to both the unit owner and resident.

If the resident is a renter, the Board may demand that the unit owner terminate the lease 20 days from the date of the 4<sup>th</sup> notice.

All remedies of the Association are cumulative. In the event the alleged violation is a continuing violation of the Declaration, Bylaws or Policies, Rules & Procedures, the Board may elect to forward the matter to the Association's attorney for appropriate action. Any and all costs of such enforcement action, together with attorney fees at trial or on any appeal, may be assessed against the unit assessment pursuant to Article 5 of the Bylaws. Any owner assessed a fine or damages shall pay any charges with the following month's assessment payment. Failure to make the payment in the allotted time shall subject the owner to all of the legal remedies available for the collection of the delinquent assessments.

The Association has no liability to an owner or tenant for an eviction made in good faith. The Association will have a lien against the owner's unit for any costs incurred by it in connection with such eviction, including reasonable attorneys' fees.

## **XV. CONCLUSION**

If necessary, the Board will interpret the terms used in these Policies, Rules & Procedures that are not defined by Oregon law, the Declarations or Bylaws.

The failure of the Association to enforce a covenant, restriction or condition in the Declarations, the Bylaws or these Policies, Rules & Regulations is not a waiver of the Association's right to enforce that or any other covenant, restriction, or condition.

Owners and residents who have any questions about these matters should write to the Board. With your help and cooperation, the Association can make 1620 Broadway safe and pleasant for everyone.

Appendix - to 1620 Broadway Rules and Procedures

**MOVE RULE EXCEPTION REQUEST**

Name: \_\_\_\_\_ Email: \_\_\_\_\_

Cell Phone #: \_\_\_\_\_ Alt. Phone #: \_\_\_\_\_

Today's Date: \_\_\_\_\_ Unit #: \_\_\_\_\_

Proposed Move Date(s) and Time(s): \_\_\_\_\_

Is this move to stage or remove staging from a unit?: \_\_\_\_\_

Moving Company or Means: \_\_\_\_\_

Moving Equipment: \_\_\_\_\_

Who will be onsite to oversee the move? \_\_\_\_\_

Contact Information: Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Are you requesting exceptions to the "Moving In or Out" Rules? \_\_\_\_\_

Please identify the rule to which you are seeking an exception (check applicable space(s)):

15 day advance notice of move: \_\_\_\_\_ Advance payment of Move Fees/Expenses: \_\_\_\_\_

Fees/Expenses (check those you wish to have waived):

Moving Services Fee (4 hour move @ \$260.00): \_\_\_\_\_

Elevator Padding and Lock-Off (1 hour @ \$50.00/hour): \_\_\_\_\_

Use of Door Other than Front Door for Move: \_\_\_\_\_

Reason for and/or Description of Requested Exception(s): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*\***FOR ORIENTATION COMMITTEE USE ONLY**\*\*\*\*\*

Decision on Request: \_\_\_\_\_

Reason for Decision: \_\_\_\_\_

Move Fee After Any Adjustments: \_\_\_\_\_

Decision Maker(s): \_\_\_\_\_

Comments/Notes: \_\_\_\_\_

\_\_\_\_\_

# SMOKE ALARM VERIFICATION FORM

## TO BE COMPLETED BY UNIT OWNERS ONLY

Unit owners are responsible for determining the manufacture date of **all** alarms in their unit and to replace any that are 10 years or older.

Owners are required to ensure that all smoke alarms in their units are replaced at 10 year intervals or such other interval that may be established by the National Fire Protection Association. It is suggested that owners note the dates of manufacture on the inside door of the unit's electrical panel for future reference.

Unit Number:	Owner's Name:
Owner email address:	Owner Phone Number:
Entrance/Hall Alarm(s) Model/Date of Manufacture:	
Master Bedroom Alarm Model/Date of Manufacture:	
Bedroom #2 Alarm Model/Date of Manufacture:	
Bedroom #3 Alarm Model/Date of Manufacture:	
Additional information:	

PLEASE DELIVER THIS COMPLETED FORM TO THE ASSOCIATION SAFETY AND SECURITY COMMITTEE AT 1620BROADWAYSEC@GMAIL.COM.

1620 RESIDENTIAL ASSOCIATION RESERVES THE RIGHT TO REQUEST PROOF OF PURCHASE

*For HOA Use only:*

	Date received:	Received by:
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