

IRVING STREET TOWERS CONDOMINIUMS

Revised ***HOUSE RULES*** 2021

Provisions for these Rules & Regulations and the authority for their enforcement are contained in the Declaration and the By-Laws, which are provided to every homeowner. **The Rules & Regulations are intended as a supplement and not a replacement for the Declaration and/or By-Laws.** All provisions of the Declaration and By-Laws remain in full force and effect (unless superseded by law) and must be adhered to by all owners and tenants. It is the responsibility of owners to make their tenant(s) aware of the provisions and restrictions of the Declaration, By-Laws, and Rules & Regulations (collectively, the “Governing Documents”).

COMMUNITY MANAGEMENT INC, AAMC

2105 SE 9th Avenue

Portland, OR 97214

503-233-0300

TABLE OF CONTENTS

- I. Introduction
- II. Association Rules and Regulations
- III. Application of Rules, Page 3
- IV. Owners & Tenants, Pages 3 &4
 - Leasing and Rental of Units
- V. Use of Units, Page 4
- VI. Rules Enforcement Fee Policy, Page 5
- VII. General Community Rules
 - General Use and Maintenance, Page 5
 - Alterations and Additions, Page 6
 - Landscaping, Page 5
 - Balconies, Page 6
 - Garbage, Page 6
 - Signs, Page 6
 - Insurance, Page 6
 - Pets, Page 7
 - Bicycles, Page 7
 - Smoking, Page 7
 - Noise, Page 7
 - Waterbeds, Page 8
 - Fire Escapes, Page 8
- IX. Hazardous and Smoking Materials, Page 8
- X. Offensive or Unlawful Activities, Page 8
- XI. Safety and Security, Page 8
- XII. Fees, Page 9
- XIII. Schedule of Fines, Pages 9 - 11
- IVX. Rules and Regulations Acknowledgement Form, Page 12

I. INTRODUCTION

The following rules have been formulated for the Irving Street Towers Condominiums in accordance with the Condominium Declaration and Bylaws. **You should review them carefully.** These rules are necessary for the preservation of a pleasant living environment. The purpose is to protect your investment and control maintenance costs. If you are renting, this control is very important since it will affect your monthly rental fee increases.

The property management company and the Board of Directors for Irving Street Towers Condominiums are responsible for enforcing these rules. Living so near others requires consideration and responsibility for your actions. We have a lovely neighborhood, and it will remain that way with your help.

These rules supersede any implied or oral understanding.

II. ASSOCIATION RULES & REGULATIONS (Bylaws Article 7.5k)

The Board of Directors from time to time may adopt, modify, or revoke such rules and regulations governing the conduct of persons and the operation and use of the units and common elements as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the condominium property.

III. APPLICATION OF RULES

These rules apply not only to the owners and tenants of Irving Street Towers Condominiums, but also to their children, temporary residents and guests. Each owner or tenant is responsible for ensuring children and guests follow these rules.

IV. OWNERS & TENANTS

Owners are responsible for the actions of their tenants. Fines imposed for rules violations accrue against the unit owners, not the tenant. Tenants should abide by the Condominium Rules, Declarations and Bylaws. It is the owner's responsibility to keep the tenants informed of all rules as tenants can be asked by the Board to vacate for infractions.

Irving Street Towers Condominiums is a condominium complex, not an apartment building, so the rules differ from what tenants may have experienced in other rental projects. Owners must explain the rules and regulations to potential tenants and make sure they understand the obligation of compliance prior to moving into the complex. Non-resident owners pass on their privileges and responsibilities to tenants.

ALL UNIT OWNERS MUST PROVIDE A "HOUSE RULES" BOOKLET TO THEIR TENANTS.

PROCEDURES / LEASE OF CONDOMINIUM UNITS

Rental Forms – Once a unit is rented the homeowner must submit the following information to the managing agent within thirty (30) days of receipt of that approval:

Lease Agreement

Processing Fee - \$150 per change in tenancy

Updated Owner/Occupant Information Form

Acknowledgment Form signed by both parties

- a. All Leasing or Rental agreements shall be in writing and shall expressly state that they shall be subject to this Declaration, Bylaws, and Rules and Regulations (with a default by the tenant in complying with this Declaration, Bylaws and Rules and Regulations constituting a default under the Lease or Rental agreement).

- b. The Homeowner is further responsible for notifying the managing agent of any change in tenancy so that parking records may be kept up-to-date, new tenant contact information, new owner information, etc. It is the **responsibility of the Unit Owner** to inform their tenant(s) of the Rules and Regulations at Irving Street Towers
- c. **It is the Owner's responsibility to supply his or her tenant(s) with a current copy of the Rules & Regulations.** Tenants are responsible for knowing the rules. In addition, owners of rental units are responsible for notifying the Management Company of any change in tenant vehicles.
- d. An owner may be assessed personally for any expenses incurred by the Association resulting from damage to the common elements caused by such Owner's tenants or their guests. After notice and an opportunity to be heard, the Owner may be fined for their tenants' noncompliance with any provision of the Declaration, Bylaws, and Rules and Regulations, and such fines shall be collectible as assessments as elsewhere provided in the Bylaws.

All Unit Owners must notify the Association when a Rented Unit becomes vacant AND complete the owner/tenant acknowledgement form that is attached to the end of this packet. The owner and tenant must sign the form stating that they have received the rules.

B. USE OF UNITS (Bylaws Article 7.5a)

No commercial activities of any kind shall be carried on in any unit, or in any other portion of the condominium, without the consent of the Board of Directors of the Association, the Property Manager, except activities relating the rental or sale of units. This provision, however, shall not be construed so as to prevent or prohibit a unit owner from maintaining his professional personal library, keeping his personal business or professional telephone calls, or conferring with business or professional associates, clients or customers in his unit.

V. RULES ENFORCEMENT FEE POLICY

WHEREAS, Article 3 of the BYLAWS OF **Irving Street Towers Condominiums** CONDOMINIUMS charges the Board of Directors with the powers and duties of the management of the Association,

And,

WHEREAS, it is the intent of the Board of Directors (herein referred to as BOD) to maintain an attractive community and orderly use of the grounds thereof.

NOW, THEREFORE, BE IT RESOLVED that the following procedures shall be used in dealing specifically with those community rules and restrictions as outlined in the BYLAWS, Article VII and subsequent rules adopted by the BOD.

The violation may be reported by the Property Management Company (herein after referred to as CURRENT MANAGING AGENT), BOD or resident in writing, addressed to the BOD in care of CURRENT MANAGING AGENT, stating the date, time owners name and address and the nature of the violation. A determination of violation shall be made by the BOD or CURRENT MANAGING AGENT.

Following determination of said violation, the unit owner in violation shall be notified in writing by the CURRENT MANAGING AGENT of the specific violation, correction requested and the length of time to effect corrections and consequences of noncompliance.

Following the designated period for corrections, an inspection shall be made by the BOD or CURRENT MANAGING AGENT to determine if corrections have been completed to the satisfaction of the BOD.

If the requested corrections have not been made and the violator has made no attempt at conciliation, the BOD hereby empowers the CURRENT MANAGING AGENT to levy a Rules Enforcement Fine against the owner in the amount of \$10.00, plus \$10.00 per day, for every day the violation continues. See "FINE SCHEDULE" page 14 for a complete schedule of fines.

The CURRENT MANAGING AGENT is further authorized to file a lien against the owner when charges reach \$100. The charges for the Rule Enforcement Fee, legal fees and any expenses incurred by the Association connected with correcting a violation shall become due and payable by the owner in the same manner as the assessment as set forth in Section 5.3, Article 5 of the Bylaws.

Fines are due and payable immediately by the owner and are not to be considered in lieu of compliance or compensation for any damage that may be incurred as a result of said violation. Compensation for any incurred damage is also the responsibility of the unit owner and payable immediately. **These shall be recorded in the book of minutes.**

VI. COMMUNITY RULES

A. GENERAL USE & MAINTENANCE

The term "Common Area" denotes areas outside units that are jointly owned by all Homeowners. Residents should keep these areas clean and free of clutter and any unsightly objects.

Sidewalks and hallways should not be obstructed or used by any unit resident for any other purpose than entrance to and departure from the unit.

All common areas' (hallways, balconies, laundry room, etc.) uses are limited to minimal decoration outside of unit doors as approved by the Board. Limited common elements that pertain to each owner's individual unit shall be kept in a safe, neat, clean and sanitary condition. Personal objects may NOT: 1) obstruct fire escape routes 2) be stored in common areas (with the exception of bikes at designated areas) or 3) potentially damage or clutter the property. All other common area use is to be approved by the Board. (By-laws Article 7.1b)

Balconies/decks/patios/windows and other areas **visible** from the outside must be kept neat and free from clutter. (By-laws Article 7.5f)

The Association assumes no liability for any loss or damage to articles stored in any common, limited common or other storage area. (By-laws Article 7.5b)

Use of Common Elements: The common elements shall be used for the furnishing or services and facilities for which the same are reasonably intended for the enjoyment of the units. The use, operation and maintenance of the common elements shall not be obstructed, damaged or unreasonably interfered with by any unit owner.

B. ALTERATIONS & ADDITIONS (By-laws Article 7.2)

The Irving Street Towers Condominiums building is on the National Register of Historic Places. (See By-laws Article 7.2c.) One requirement for having this designation is that nothing can be attached to, added to or altered about the exterior of the building. Any changes in floor plan require approval from the Oregon Parks and Recreation Department, Heritage Conservation Division. In addition, a unit owner may not change the appearance of the common elements or the exterior appearance of the unit without prior written permission of the BOD. For this reason, no unit owner shall cause or permit anything (including a sign, awning, canopy, shutter, storm door, screen door, radio or television antenna) to be displayed or affixed to the exterior of buildings. Original windows must also remain.

There will be no obstruction of the common elements nor shall anything be stored in the common elements without the prior written consent of the BOD except as it is otherwise provided.

Nothing shall be done in any unit, or to the common elements, which will change or impair the structural integrity of the building or any of its elements.

Note: Any alterations to the common elements, including doors and windows, require the approval of the BOD. **Please ensure** you have first requested and received permission from the BOD **before** undertaking any additions or alterations. **If in doubt**, contact CMI at 503-233-0300.

C. LANDSCAPING

Please do not plant anything in the common areas without first securing permission from the BOD!

While everyone appreciates the individual contributions of each unit owner in brightening up the project with flowers, shrubs, etc. we do want to maintain a well-planned appearance.

D. FIRE ESCAPES

The watering of plants and sweeping/mopping of balconies and adjacent areas shall be accomplished in a manner that will not create a nuisance to persons residing in lower or adjacent units or to persons on the ground of the premises. Articles shall not be thrown off the balconies (By-laws Article 7.5c). Containers shall be placed under all pots so as to avoid the dripping of water.

In order to preserve the attractive appearance of the condominium, the BOD may regulate the nature of items that may be placed in or on windows, balconies, entryways, entry landings, ledges, the common elements or outside the individual condominiums so as to be visible from other units, common elements, or outside the condominium (By-laws Article 7.5f).

E. GARBAGE (By-laws Article 7.5h)

To better utilize garbage collection service and to eliminate additional expense:

Trash: No part of any unit or any part of the common elements shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. No garbage, trash or other waste shall be kept or maintained on any part of the property except in sanitary containers in designated areas.

Garbage collection service is meant to be used for normal household garbage only. Do not leave tires, furniture, Christmas trees or other such items for pick-up. It is the responsibility of the individual owner to haul away these types of articles. The garbage collection company will not remove these items without a directive from CMI and all extra hauling has to be paid for the Association. It creates an unfair burden on the Homeowner's Association to have to pay to haul away an individual owner's debris. If you have large items that won't fit inside the dumpster, please call CMI at (503) 233-0300.

Animal litter and other items such as baby diapers **MUST** be wrapped and tightly secured in a plastic bag **before** depositing into the garbage container.

Recycling: All recyclables must be placed in the proper recycling bins in the recycling room near the mailboxes. Bins are labeled for ease of sorting. PLEASE DO NOT PUT PLASTIC GARBAGE BAGS IN THE RECYCLING BINS. If you carry your recyclables in a plastic bag, simply empty the bag into the correct bins and dispose of the plastic bag in the dumpster.

Empty and breakdown **all** cardboard boxes/cartons before placing them in the recycle bins. **OWNERS**, it is your responsibility to inform your **TENANTS** about breaking down boxes when they move into your unit.

F. SIGNS (By-laws Article 7.5g)

Unless written approval is first obtained from the BOD, no sign of any kind shall be displayed to the public view on or from any unit, or the common elements.

NO SIGNS MAY BE DISPLAYED ON THE EXTERIOR OF THE BUILDING.

G. INSURANCE (By-laws Article 7.5i & By-Laws Article 8)

Nothing shall be done or kept in any unit or in the common elements which will increase the cost of insurance on the common elements. No owners shall permit anything to be done or kept in his/her unit on in the common elements, which will result in cancellation of insurance on any unit or any part of the common elements. **Neither, the BOD or the Association shall be responsible for personal property or deliveries left in common areas and facilities or any other places on the premises or for any article left with individuals employed by the PM.**

INSURANCE REMINDER: You should have a condominium unit owner's insurance policy. Tenants should also have their own renter's insurance policy. If you do not have insurance, please contact your insurance agent immediately. If you fail to send proof of personal insurance to the CURRENT MANAGING AGENT within thirty (30) days after possession, you will be charged a fine. ***See attached Insurance Resolution adopted on July 13, 2010.***

H. PETS (By-laws Article 7.5d)

Pets are restricted in Irving Street Towers Condominiums. Please register your pet with the CURRENT MANAGING AGENT for its safety.

To maintain the property value and aesthetics of the following rules regarding pets should be followed:

-Pets must not interfere with the quiet enjoyment of other tenants. Barking dogs are unacceptable. If necessary, claws may need to be trimmed regularly. You may be asked to cover your floors with rugs or other soft coverings to reduce the sound of your pets.

-No animals or fowls shall be raised, kept or permitted within the condominium or any part thereof, except domestic dogs, cats or other household pets kept within a unit. No such dogs, cats or pets shall be permitted to run at large, nor shall be kept, bred or raised for commercial purposes or in unreasonable numbers. Any inconvenience, damage or unpleasantness caused by such pets shall be the responsibility of the respective owners thereof. All dogs shall be kept on a leash while outside a unit. A unit owner may be required to remove a pet after receipt of two notices in writing from the BOD of violations of any rule, regulation or restriction governing pets within the condominium.

Owners are required to follow Multnomah County laws on pets. These include the leash law, breeding for commercial purposes within city limits, registration and inoculation requirements, noise control and vicious behavior. Pet owners should be familiar with these statutes.

Any damage caused by a pet to the building, grounds, walkways or any part of the common elements, limited common elements or the condominium shall be the full responsibility of the owner of such pet. In the event a tenant's pet causes the damage, the unit owner shall be held responsible. Any damage caused by cleaning, chemicals, or other such materials used in an attempt to remedy such damage shall also be the responsibility of said pet owner (or unit owner as specified above) who shall pay the full cost of restitution or removal or replacement of such damaged items.

If a pet owner disregards any of these responsibilities and has received more than two written notices of violation, he/she may be asked to find another home for his/her pet.

All pet trash (sand, litter, paper, etc.) shall be wrapped in a plastic bag and sealed tightly before depositing in the garbage containers.

I. BICYCLES

Bicycles shall be stored in individual units or in designated bicycle storage area/racks ONLY. A notice will be placed on all bicycles that are found to be improperly stored at the entrances to buildings, under stairways or chained to common elements. The owner will have three (3) days in which to move the bicycle, otherwise the CURRENT MANAGING AGENT will remove the bicycle at the owner's cost plus storage costs plus a \$10 Rule Enforcement Fee to retrieve the bicycle.

J. SMOKING (By-laws Article 7.5c)

Smoking is prohibited within each individual unit as well as ALL common areas (i.e. - entry, hallways, elevator, laundry room, etc.). Smoking is not allowed within 25 feet of the perimeter of the building. Any violators of this rule will be fined per the schedule of fines and be responsible for any costs incurred for investigation or mitigation caused by the violation.

K. NOISE (By-laws Article 7.5c)

Quiet Hours are 10:00 pm to 8:00 am.

Unit occupants shall exercise extreme care not to make noises that may disturb other unit occupants, including the use of stereos, televisions and amplifiers. Speakers for audio equipment may not be mounted on or against walls or floors without adequate sound barrier to prevent vibration and transmission of bass sounds outside of the unit.

All musical instrument use and other noise shall not interfere with the quiet enjoyment of other tenants. Slamming doors is unacceptable.

L. WATER BEDS (By-laws Article 7.5j)

Water beds may not be placed in any unit except with the prior consent of the BOD. If such consent is given, the unit owner shall carry insurance covering ANY damage caused by the water bed and he or she shall be responsible for all damages to any unit or to the common elements that might be caused by the water bed.

M. FIRE ESCAPES

Fire Escapes are for emergency use only. Nothing and no one is to be stored, placed, kept or hung off of the Fire Escapes.

VII. HAZARDOUS AND SMOKING MATERIALS

No unit owner or tenants shall bring or store within any unit or part of the common elements any explosive or flammable substances, including gasoline, propane, gun powder, kerosene, naphtha, benzene, explosives or articles hazardous to persons or property. No smoking materials shall be extinguished or thrown in or on any parking areas, walkway, common or limited common elements. All waste must be placed in the appropriate receptacle.

Permanent exterior lighting or noisemaking devices and antennas (By-laws Article 7.5e): Except with the consent of the BOD or CURRENT MANAGING AGENT and also in accord with the regulations for the National Register of Historic Places, no permanent exterior lighting or noise making devices shall be installed or maintained on any unit and no antennas or transmitting towers shall be affixed to the general limited common elements.

No radio or television antenna shall be erected or maintained by an owner outside the physical confines of a unit.

Maintenance personnel, the CURRENT MANAGING AGENT, or the BOD shall not be asked to do any work within a unit except in an emergency which endangers other units, residents, or guests or the common or limited common elements and facilities.

No industry, business, trade, occupation or profession whether for commercial, religious, educational, charitable or other purposes shall be conducted or permitted on any of the property except as may be permitted by the BOD subject to these rules.

Offensive or unlawful activities (By-laws Article 7.5c): No noxious or offensive activities shall be carried on in any unit, nor shall anything be done or placed upon any unit which interferes with or jeopardized the enjoyment of other units or the common elements, or which is a source of annoyance to residents. Unit occupants shall exercise extreme care not to make noises that may disturb other unit occupants, including the use of musical instruments, in the condominium nor in any part thereof. All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed.

IX. SAFETY & SECURITY

Your help is needed to ensure the security of Irving Street Towers Condominiums. You should report any suspicious activity, disturbances or persons trespassing on Irving Street Towers Condominiums property by calling 9-1-1. The CURRENT MANAGING AGENT should also be informed.

If you are disturbed by anyone coming to your door to solicit, tell the person that soliciting is against the rules of the condominium and local ordinances and ask the person to leave.

Do not leave decorative lighting or lights on Christmas trees burning when you are away; they create a fire hazard. If you are going to be away, you should advise a neighbor, friend or relative where you can be reached in an emergency and when you are expected to return. You should give them a key to your unit so they can check it while you are away. **ALWAYS** maintain a temperature of at least 56 degrees in your unit during extremely cold weather. Electrical service should always be in force regardless of whether the unit is vacant.

X. FEES

Payments are due and payable on the **FIRST** of each month and will be considered delinquent if not received in the offices of the CURRENT MANAGING AGENT by the **10th of the month**. A late fee charge of \$10 will be levied against the unit owner for accounts past due as of the 11th of each month. This late fee charge will be treated in the same manner as a special assessment and/or maintenance fee charge and will be collectable through procedures established by the BOD.

Owners will be given written notice of past due accounts. If accounts remain unpaid from a period of thirty (30) days, a notice of Lien will be given. If the account is not brought current within ninety (90) days of the first due date, a Lien will be filed against the unit owner for nonpayment of maintenance fees and/or late fees and/or special assessments and/or fines. Owners will be responsible for costs incurred in connection with filing liens, judgments and/or foreclosures, including but not limited to filing fees, recording fees, lien preparation, interest, attorneys and court costs. These costs will be treated as special assessments against the unit and must be paid prior to a Lien being removed.

Payments are due on the first of the month regardless of whether you receive a monthly reminder statement or not. Statements are sent as a courtesy reminder and are not a requirement. Therefore, should you fail to receive your statement, it will be your responsibility to send in your check made payable to Irving Street Towers Condominiums and **indicate your unit number and/or account number on the face of the check for proper processing.**

XI. SCHEDULE OF FINES

The Irving Street Towers Condominiums assumes the right to administer fines on the basis of the following schedule. In the absence of listing a fine for a specific occurrence or event the board reserves the right to set fines. The board may discard, add, or alter fines at their discretion and with notice to unit owners. Where conflicting fines may apply the board at its discretion will decide on the appropriateness of the fine. All fines are in dollars **per occurrence**.

Failure to Provide Information

This includes any updates requested by the board. \$150

Use of Condominium Property

Damage to Common Elements (Plus cost of repair). \$150

Beginning construction or alteration to a unit without Board approval. \$150

Installation of electrical or telephone wiring, air conditioning units through walls, machines or similar devices on or protruding through the common elements without Board approval (The fine is per intrusion plus cost of repair). \$150

Installation of awnings, shades, window guards on common elements. \$100

Installation of exterior lighting or noisemaking devices without Board approval. (The Board may exempt seasonal decoration by appropriate resolution). \$50

Failure to timely remove exempted seasonal decorations. \$50

Addition, alteration, obstruction or change in appearance of the common element without respective committee (Board) approval. \$50

Violation of the HOA's rules and regulations relating to the use of the common elements. \$50

Storage of personal items on the common element. \$50

Unsightly appearance of unit visible from exterior. \$50

Unsightly exterior items. \$50

Unauthorized display of signs, banners etc... \$50

Improper bicycle storage (does not include physical damages). \$50

Non-compliance with Board decision. \$150

Use of unit for non-residential purposes. \$100

Noise and Nuisance violations.

Nuisance violations, including intimidation and threats. \$100

Smoking on premises. \$100

Unlawful or Offensive activities. \$100

Pets

Loose animals, unattended animals.	\$50
Failure to pick up animal waste.	\$50
Animals tethered on common element.	\$50

Garbage

Discarding garbage or other waste in incorrect container or storing such items improperly.	\$50
Discarding items from decks, patios, or windows.	\$50
Discarding burning items (including cigarettes) and hot ashes.	\$150
Using unit or common element for dumping unwanted materials.	\$150

Insurance

Failure to maintain insurance coverage for unit and contents.	\$150
Failure to provide proof of insurance to CURRENT MANAGING AGENT.	\$150

Other

Failure to maintain unit or keep in repair.	\$50
Not reporting damage caused to units or common elements.	\$100
Not reporting heat, fire or resultant water damage.	\$200
Violations of the CC&Rs, By-laws and Rules of Irving Street Towers HOA not set forth on this schedule at the discretion of Board	

First Notice/Request for Hearing

When a possible violation is noted, the responsible Owner will be notified in writing of the violation. In this notice the Managing Agent will identify the violation and ask the Owner to correct the violation within a specific period of time. Normally the time given to correct the violation will be 15 days. However, a shorter time may be specified because of safety concerns, or if required by the Declaration or By-laws.

IRVING STREET TOWERS CONDOMINIUM OWNERS' ASSOCIATION

RULES AND REGULATIONS ACKNOWLEDGMENT FORM

This portion to be completed by owner:

HOMEOWNERS NAME: _____

ADDRESS: _____

I understand that in order to complete the rental approval process I must sign this form stating that I have read and understand the Rules and Regulations. I further understand that I have provided my prospective tenant with the Rules and Regulations and I acknowledge that I am responsible for providing all updates and future information and I understand that I am responsible for any and all infractions on the part of the tenant.

I understand that if I rent or lease my unit without providing this information, I am subject to fines as stated in the Rules and Regulations "Failure to provide information".

HOMEOWNER SIGNATURE: _____

DATE: _____

This portion to be signed by tenant:

TENANT NAME: _____

By signing this form I am stating that I have received, reviewed and understand the Rules and Regulations for SAMPLE Condominium Owners' Association and I am ensuring the Association that I will abide by the Rules and Regulations given to me by the Homeowner.

TENANT SIGNATURE: _____

DATE: _____