



# HOUSE RULES & REGULATIONS

ELIZABETH LOFTS CONDOMINIUMS

# The Elizabeth Lofts House Rules & Regulations

## INTRODUCTION

The *House Rules & Regulations* were created and adopted by The Elizabeth Lofts Board of Directors to serve as a supplement to the *Declaration of Condominium Ownership* and the *Bylaws of Elizabeth Lofts Condominium Owners' Association*. Where applicable, the specific article of the *Bylaws* or *Declaration* has been referenced. If there is no such reference, the statement has been adopted by the Board of Directors in accordance with its powers and duties to administer the affairs of the Association.

As owners and residents of The Elizabeth Lofts, we are obligated to abide by the *Declaration*, the *Bylaws*, and, by extension, the *House Rules & Regulations*.

We have a social and financial interest in the building. Its maintenance, value, and livability require the interested participation of all owners and residents.

House Rules Committee  
Elizabeth Lofts Board of Directors

December 2006

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# Important Notice To All Owners

- **Do NOT insert any fasteners or drill more than 3/4” into the ceiling or concrete subfloor of your condominium.** The floors and ceilings of the Elizabeth contain cables that support the building. Damaging these cables will cause structural damage to the building for which you will be responsible!
- Building security is a priority and it depends on you!
  - Do NOT admit “strangers” into the building. Visitors can contact the Concierge at the call box for assistance.
  - Stop after entering and exiting the garage to be sure no one comes in the gates.
  - Report any suspicious behavior to the Concierge or to the security company after hours. (See the *Vendor/Supplier List* for contact information)
  - Do NOT give out your access code, keys, garage opener or fobs.
- Sprinklers, fire alarm and smoke detector systems should not be modified in any way. Report any defects to the management company. **Be extra careful** when working (or storing items) around sprinkler heads – setting them off will cause extensive water damage to your unit and surrounding units for which you would be responsible! See the *Recommended Vendor/Supplier List* for information on protective cages.
- Use the fire pulls in the corridor when appropriate, to notify the fire department. If you have excess smoke in your unit from cooking, open a window – DO NOT OPEN your unit door.
- Only UL or NSF listed wall-mounted electric heaters may be used in your home. Non-listed appliances can potentially create unsafe conditions in your unit, including but not limited to, heightened risk of fire or electric shock. **Wall-mounted electric heaters are subject to the Architectural Review process.**
- Please refrain from using chemical cleaning solvents in your drains. This can cause unnecessary deterioration of the pipes in the plumbing system, resulting in costly repair costs incurred by owners as well as the Association.
- Virtually **ALL** modifications to your unit require Architectural review. Do not drill into concrete columns, floor slabs, the building envelope, demising walls between units or corridor walls. See the *Alteration & Modification Protocol* sheet for further information.
- The biggest single threat to a high-rise building’s long-term health is water. **Report all leaks**; even if it’s small and you have cleaned it up – your neighbors may have been affected.
- Juliette balconies are intended to contain a few plants, but they are NOT constructed to hold a person or other items, such as BBQs. All plants must be on drip pans that can contain ALL of the water.
- All terraces have a load limit – consult with the Architectural Committee before installing any objects other than traditional deck furniture.
- **ONLY** natural gas BBQs are acceptable on terraces. Propane tanks are not allowed into the building by Fire Code.
- No personal devices utilizing a combustion flame, including, but not limited to: barbecue units, propane, charcoal, wood-fired, etc. are allowed to be used in any common element area of the Condominium, including the plaza and the parking garage.
- **SMOKING is NOT allowed** EXCEPT in the one designated smoking area on the Plaza, away from the entrances. All butts shall be disposed of properly and not left on the ground in the plaza.

- Dogs and cats are welcome at the Elizabeth. However, it is important to respect your neighbors. All animals must be on leash in the common areas. “Water” your dogs away from the building, and clean up after them (bags are available at the Concierge desk, if you forgot yours). Please do not allow your dog(s) to go to the bathroom on the plants in the Plaza, as this has repeatedly killed the plants in that location. Cat litter must be double bagged before going into the garbage chute.
- Communications regarding maintenance issues, or areas of concern/complaint, **must be in writing** with specifics, and sent to the Board’s appointed management company or directly to the Board via mail or the Concierge, who will then immediately forward them to the Board for review.

## SECTION A. SECURITY

### 1. General Security

- 1.1 Although The Elizabeth Lofts contains an electronic security system, the security of the building is no better than the determination of the owners and tenants to keep it secure. The Elizabeth Lofts is your home, and everyone living here should be as aware and assertive about protecting the security of the building as if it were their private home.
- 1.2 It is difficult to deny access to the building to people who appear to have a reason to enter, or to deny assistance to someone trying to go up in the elevator; however, the owners and tenants must be diligent in this regard. Otherwise, there is effectively no security in the building beyond the lock on your unit's door.
- 1.3 Do not admit anyone you do not know into the building at any time, for any reason, no matter how nice they look or how reasonable their explanation. If they have a legitimate reason for being in the building, they will be able to reach the party they are visiting from the front door call box. If the party they are visiting is not home, then they can contact the Concierge for further assistance.
- 1.4 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.
- 1.5 Vehicles entering and exiting the garage must wait in view of the garage door to ensure that it closes fully behind them before proceeding.
- 1.6 When approaching the parking garage, if another driver has activated the gates and is either entering or exiting, please allow the doors to close completely before activating the doors to open for your entry. Do not tailgate or piggyback into the garage behind another car. While you know that you are authorized to enter the garage, the other driver may not recognize you.
- 1.7 When entering and exiting the building on foot, make sure that all exterior doors are closed and latched properly and completely behind you before you proceed.
- 1.8 There is never a good reason to give a stranger access to either the lobby, the floors, or the parking garage. If someone is in need of assistance or has a question about the building or another resident, direct them to the Concierge.

1.9 **Immediately report all suspicious activity:**

Concierge:	<a href="mailto:elizabeth@communitymgmt.com">elizabeth@communitymgmt.com</a>	503-228-2836
7:00 am – 11:00 pm		Monday through Thursday
7:00 am – 12:00 midnight		Friday
8:00 am - 12:00 midnight		Saturday
12:00 pm (noon) - 10:00 pm		Sunday
Pacific Patrol:		503-710-8004
Portland Police:		911
Portland Police – Non-Emergency:		503-823-3333

## **2. Building and Unit Lockouts**

- 2.1** If you are locked out of the building and/or your individual unit, you must, at your own expense, call a locksmith.
- 2.2** You have the option of leaving a key to your unit with the Concierge. You will be given a *Key and Access Agreement* to sign. Please remember however, that the Concierge is only available to give you your key during the hours listed in Paragraph 1.9 above. Pacific Patrol does not have access to unit keys.
- 2.3** If forced entry into the building or your unit is required, all associated costs (including, but not limited to damage repairs) will be billed to the unit owner.
- 2.4** Please remember that you must have your common area key in order to access all common areas such as stairway doors and the Trash and Recycling Room on the main floor.
- 2.5** The outside doors to the building can no longer be opened using access codes. Owners and tenants must use a fob to access the building (unless entry is gained using your cell phone as described immediately below).
- 2.6** REMEMBER: You may have your cell phone programmed into the entry call box. If you call yourself on the call box, you can then press "9" on your cell phone to unlock the doors and allow elevator access to your floor.

## **SECTION B. UNIT INFORMATION**

### **3. General Occupancy**

- 3.1** All owners, including absentee owners, will maintain a completed *Owner and Tenant Information Form* on file with the Community Manager. This form can be obtained from the Concierge or downloaded from the homeowner portal.
- 3.2** Any changes impacting the accuracy of the information originally provided must be reported to the Community Manager within 30 days (Bylaws 7.1.4).
- 3.3** The *Owner and Tenant Information Form* must be signed by the new owner or tenant and returned to the Community Manager before occupancy begins.
- 3.4** If you rent or lease your unit, you must notify the Community Manager of your tenant's name, move date and the automobile description(s) each time a tenant moves in or out. All moves must be scheduled in advance with the Move Coordinator. You must provide a copy of these rules.
- 3.5** Without prior consent from the Board, no more than four persons may live in a primary unit on a permanent basis (Bylaws 7.2).

### **4. Play in Common Areas**

- 4.1** 4.1 In the interest of safety for all residents, play and recreational activities are prohibited in hallways, stairwells, elevators, and garages. Play and recreational activities, however, are permitted on the plaza provided it does not disturb other residents and/or present a risk to the condition of the common elements (e.g., no throwing of balls that could mar the paint or cause glass breakage).
- 4.2** 4.2 Parties and other gatherings are prohibited in the hallways, stairwells, elevators, and garages. Parties and other gatherings are permitted on the plaza and in the community room if scheduled in advance with the concierge.

### **5 Smoking**

- 5.1** Smoking is prohibited within the interiors of residential units, as well as all common elements and limited common elements. This was adopted by way of a Bylaws amendment approved by a vote of Elizabeth Lofts owners, effective July 1, 2012. Bylaws 7.29 reads:

*"Smoking Prohibited. Except as specifically provided below with respect to certain Retail Units, from the date this Amendment is recorded in the County Records, smoking of any materials anywhere in or on any portion of the Condominium, including, without limitation, any Residential Unit, any Parking Unit, any Storage Unit or in or on any general common element area or in or on any limited common element area, whether indoors or outdoors, except in a designated smoking area, is expressly prohibited. This prohibition applies to the burning or smoking of any materials,*



*including, without limitation, cigarettes, cigars, pipes, spice or herbs, marijuana, hashish or any other substance or material, regardless of whether the same may be otherwise legal under state law or under county or city ordinances.”*

- 5.2** Smoking is not allowed on the plaza, except in one designated smoking area on the plaza that has been established for residents and guests. Smoking is prohibited anywhere outside of this designated smoking area, including the outside plaza tables. Smoking is not permitted at outside plaza tables.
- 5.3** Residents, or their guests, shall not throw or allow to be thrown any items from the windows, patios or balconies of their units. This includes, but is not limited to, cigarettes or ashes.
- 5.4** Violations of the smoking prohibition rule are subject to Public Health, Safety, or Security Fines as described in Section E: General Information, Paragraph 27 Fines.

## **6. Noise and Nuisances**

- 6.1** No nuisances, including, but not limited to noxious, offensive or illegal activities, shall be allowed in The Elizabeth Lofts.
- 6.2** Any practices or behavior that the Board deems to unreasonably interfere with the peaceful possession or proper use of units by other owners is not allowed. (Bylaws 7.9).
- 6.3** Unit occupants, and their guests, shall exercise consideration not to make noises which may disturb other occupants or guests, including, but not limited to, the use of musical instruments, amplifiers, radios, stereos, and televisions. Speakers for audio equipment may not be mounted on or against walls or on floors without an adequate sound barrier to prevent vibration and transmission of bass frequencies outside the unit.
  - a.** Excessive noise is defined as any noise from a stereo, television, musical instrument or other device or activity that can be heard in another unit through the walls, ceilings, floors or hallways.
  - b.** Vibrations from audio equipment that can be felt in other units are considered to be due to excessive noise and are therefore prohibited.
  - c.** If an owner or tenant is asked by a neighbor to reduce the volume of a stereo, television, musical instrument or any other device, the owner or tenant must cooperate and turn the volume down to a level that cannot be heard by a neighbor.
- 6.4** Owners and tenants shall exercise courtesy to their neighbors when hosting parties. The rules stated above regarding excessive noise apply under all circumstances, including parties. Noise from guests beyond normal household noise must be moderated and shall not continue after 10:00 pm Sunday through Thursday and 11:00 pm Friday and Saturday.

- a. It is impossible to eliminate all noise that might travel from balcony to balcony, through open windows or from the hallways. Owners and tenants are encouraged to be considerate of their neighbors when in the hallways or on a balcony and to make every effort to moderate their conversations and noise as well as that of their guests.
  - b. No stereo speakers or radios may be placed or played on balconies or in windows.
  - c. The automatic closer on a unit's entry door must be maintained to prevent the door from slamming.
- 6.5** Acknowledging the above regulations, owners and tenants are also encouraged to be gracious about their neighbors' parties when it is clear that the host is reasonably trying to observe these rules and regulations.

## **7. Insurance**

- 7.1** Each owner shall obtain, at his/her own expense, insurance covering personal property and liability (Bylaws 9.1).
- 7.2** Renters must purchase a Renter's Insurance Policy as they are afforded no coverage under the Master Policy. Owners who rent their units are responsible for the actions and negligence of their renters, and should protect themselves with appropriate liability insurance in addition to their coverage under 7.1 above.
- 7.3 Information regarding the Association's Master Policy:**
- a. The common elements, limited common elements and units are covered.
  - b. Betterments, improvements and upgrades made at the expense of the current owner are covered, only if the unit owner notifies the Board of Directors, in writing, of all improvements made by the unit owner to his/her unit. These items could include upgraded carpeting, cabinets and appliances as well as wall coverings, built-in bookshelves and other permanent fixtures. This coverage is not provided for retail units that are located within the Association.
  - c. The Master Policy carries "Special Form" coverage, which includes fire, lightning, windstorm, hail, explosion, riot, aircraft and vehicle damage, smoke, vandalism, falling objects, weight of ice, snow or sleet, collapse, sudden rapid water escape or overflow from plumbing or appliances, frozen pipes, and HVAC units.
  - d. No coverage is provided for wear and tear, deterioration, and damage by insects or animals, settling or cracking of foundation, walls, basements or roofs. There is no coverage for damage caused by repeated leaking or seeping from appliances or plumbing. This includes leaking from around shower, bathtub, toilet or sink. These events are properly classified as maintenance items. The policy contains full details on coverage, limitations and exclusions.
- 7.4 Information regarding unit owner's insurance needs:**
- a. You should purchase a condominium owner's policy, also known as an HO-6 policy, in order to provide coverage for things such as:

- Personal property
  - Personal liability
- b. Additional living expenses (in the event your unit is uninhabitable due to a covered loss), as well as Loss Assessment Coverage.
  - c. Your share of the Master Policy's deductible, up to the full \$10,000. Please note the following example: If a hose to your washing machine bursts, causing a flood in your unit and adjacent unit(s), you are financially responsible (liable) for damages to all affected units. The Association Master Policy carries a deductible. In the event of a claim, the Association may seek to recover that deductible from the unit owners involved in the claim. Your responsibility for the deductible may be insured by your individual policy, subject to your own deductible, though you may need to add building coverage. Some insurers cover the claim under the Loss Assessment. Ask your personal insurance agent.

**7.5 Claims:** If you have a claim that you believe needs to be submitted to the Association's insurance carrier, you must first notify the Community Manager or a Board Member.

- a. American Benefits, Inc. only accepts claims from the Community Manager or a designated member of the Board of Directors, not directly from a unit owner.
- b. A claim that involves your personal property and furniture must be submitted to your homeowner's insurance carrier.
- c. Policy deductible will be the unit owner's full responsibility for damages that involve unit owner negligence.
- d. Claim payments under this policy are made to the Board of Directors as insurance trustee.

## 8. Renting or Leasing

**8.1** Owners must obtain permission to rent their unit prior to entering into a lease with a tenant. In a Resolution adopted by the Board on January 14, 2013, the following protocol will be followed to manage the rental process and the waiting list:

- a. Owners request to lease their unit in writing to the Board, in care of the Community Manager.
- b. If the rental cap has not been met, the Community Manager will record the information for approval of the unit for leasing, and inform the owner of the process for moving the tenant into the building. Please see Paragraph 25 of these rules for additional move information.
- c. If the rental cap has been met, the Community Manager will inform the owner of their position on the waiting list.
- d. Once permission has been granted to an owner to lease their unit, the owner shall provide the Board with a signed lease within 90 days of receiving permission to lease. The owner then has an additional 30 days within which the tenant must occupy the unit. In the event that the signed lease is not presented within 90 days,

or the tenant does not occupy the unit within the specified 30 days, the Board may revoke permission to lease the unit and offer it to the next owner on the waiting list.

- e. Once a tenant has moved out from a unit that has been duly permitted to be leased, the owner shall have 90 days to present a new signed lease to the Board, along with an additional 30 days in which the new tenant must occupy the unit. Failing this time frame, the Board of Directors may revoke permission to lease and offer the position to the next owner on the waiting list.
- f. Permission to lease a unit does not transfer from seller to buyer unless the tenant occupying the unit remains in place due to a lease that has not expired. Once the existing lease expires, the new owner is required to follow the process for requesting permission to lease the unit.
- g. At the Board's discretion, either the 90-day period for obtaining a signed lease or the 30-day period for tenant occupancy may be extended for a maximum of an additional 30 days, if the owner can show that such delay is reasonably necessary for good cause, notwithstanding the owner's continuous effort to secure a qualified tenant and submit a signed lease.
- h. For any owner that had previously obtained permission to lease their unit, but had not tendered a signed lease as of the date that the Resolution was distributed to the ownership, the 90-day period for submitting a signed lease shall begin on the date of distribution.

**8.2** Owners are responsible for the behavior of their lessees, tenants, and guests at all times.

- a. Owners must furnish their tenants with a copy of the *House Rules & Regulations*. Additional copies of this document are available from the Community Manager for a fee.
- b. Owners who rent or lease their units will submit a completed *Owner and Tenant Information Form* for all persons who will be living in the unit to the Community Manager within 30 days of renting or leasing a unit.
- c. The duration of the lease must be included in the *Owner and Tenant Information Form*. No unit may be leased for less than 30 days.
- d. Any subsequent changes to the information originally provided must be reported to the Community Manager within 30 days of the change.
- e. Upon commencement or termination of a rental agreement or lease, owners and tenants must notify the Concierge and the Move Coordinator of their intended move-in or move-out date, so the move can be coordinated with the building calendar.
- f. Moving fees apply every time someone moves in or out, regardless of the term of the lease.
- g. Refer to Section E: Moving In & Out of these rules for more information.

## 9. Fire – Life – Safety

- 9.1 It is each occupant's responsibility to familiarize themselves with the content of the building's *Fire and Life Safety Emergency Operations Plan*, which can be found on the Association's website.
- 9.2 From time to time, and at least annually, the Fire Marshal requires inspection of all the Fire Life Safety systems. This includes sprinklers and annunciators/strobes located within individual condominium units as well as storage units. Owners are expected to provide access for these inspections, and may incur Association and/or City fines for failure to comply.
- 9.3 Sprinklers, fire alarm and smoke detector systems should not be modified in any way. Report any defects to the management company. Be extra careful when working (or storing items) around sprinkler heads – setting them off will cause extensive water damage to your unit and surrounding units for which you would be responsible. See the Recommended Vendor/Supplier List for information on protective cages.
- 9.4 Use the fire pulls in the corridor when appropriate, to notify the fire department. If you have excess smoke in your unit from cooking, open a window – DO NOT OPEN your unit door.

## 10. Bicycle Storage

- 10.1 Use of the Bicycle Storage Room, located in the basement garage, and bicycle racks located around the building, is at one's own risk.
- 10.2 The Bicycle Storage Room is for use by residential owners and tenants only to store their own bicycles. No other items may be stored in the Bicycle Storage Room.
- 10.3 Each bicycle may occupy only one peg and may not block the use of other pegs.
- 10.4 Bicycles may not be stored in parking spaces.

## 11. Commercial Units

- 11.1 Commercial units may conduct business between the hours of 6:00 am and 12:00 am (midnight) daily (Bylaws 7.3).  
The Board must approve extended business hours in writing.
- 11.2 Commercial units wishing to provide live musical entertainment on the premises must receive prior written approval from the Board. The musicians' volume must be kept at a reasonable level and performances may not extend beyond normal business hours.
- 11.3 Loading Zones are located behind the building on the breezeway off of both Everett and Flanders Streets. Parking in the Loading Zones are limited to 15 minutes unless prior arrangements have been made with management. Management may authorize the towing of any vehicle parked in the loading zone beyond the 15-minute limit.

## **SECTION C. COMMUNITY RULES**

### **12. Common Areas**

- 12.1** Maintenance, repairs, and replacements to the common elements will generally be made by the Association and allocated to all owners as a common expense.
- 12.2** An individual owner will be charged if such maintenance, repairs or replacements are necessitated by the acts or negligence of the individual owner or his/her tenant(s).
- 12.3** The community bulletin board shall not be used to endorse political candidates or measures or announce partisan political events. Notices of city hearings regarding the Pearl District or impacting The Elizabeth are permitted.

### **13. Common Area Appearance**

- 13.1** In order to maintain a uniform appearance in common areas, as well as to avoid obstructions to cleaning and vacuuming of the hallways and to avoid damage to the unit doors, which are common elements of the building, the following will apply:
  - a.** Nothing is permitted on the exterior of the units, attached either to the door or the walls or on the floor.
  - b.** Floor mats are not permitted, except for during temporary situations to protect the hall carpet from construction dust, and during moves.
  - c.** No furniture, packages or objects of any kind shall be stored in the lobbies, vestibules, public halls, stairways or any other part of the common elements other than those designated as storage areas. Packages placed in the lobby for mailing purposes are excluded.
  - d.** The Association assumes no liability for any loss or damage to articles stored in any common area or storage area.

### **14. Parking Garage**

- 14.1** **The maximum speed limit in the garage is 5 MPH at all times.**
- 14.2** There is not a designated directional flow of traffic in the parking garages; therefore, please remember to drive cautiously and defensively at all times.
- 14.3** Only motor vehicles may occupy parking spaces. Bikes, household goods, auto accessories and other items shall not be stored in or around parking stalls on either a temporary or a permanent basis.
- 14.4** **No flammable liquids and/or flammable products of any kind may be stored in the parking garages.**
- 14.5** No vehicle shall extend beyond its parking space to obstruct, or partially obstruct, access to another parking space or passage through the garage. If the use of a parking

space causes an obstruction or a risk to other drivers, the Board may request that vehicles be moved.

- 14.6** Vehicles parked in unauthorized spaces will be towed at the expense of the vehicle owner. The Association shall not be responsible for any damages that may occur as a result of, or during towing.
- 14.7** Rental of assigned parking spaces is allowed, but only to another resident of The Elizabeth Lofts.
- 14.8** Anyone allowing use of, or renting their assigned space to another resident must inform the Community Manager of the name of the resident, the license plate number and make of the car that will be using the space.
- 14.9** Short-term guests may be permitted to use an owner's parking space(s) while visiting the owner. The license plate number of any car parked in the building on a regular basis shall be noted on the *Owner and Tenant Information Form*.
- 14.10** It is the responsibility of the owner to maintain their parking space in a clean condition, free from the buildup of leaking oil, brake fluid, etc.
- 14.11** At no time may a vehicle be left unattended in front of the elevator doors and/or block the means of access of other drivers through the garage.
- 14.12** At no time shall an unattended vehicle block access to the elevators.
- 14.13** Repair and/or maintenance on a vehicle are prohibited in the garage.
- 14.14** The washing of vehicles, bicycles, etc. is prohibited in the garage.
- 14.15** Refer to Section A: Security of these rules for further information regarding entering and exiting the parking garages.

## **15. Storage Rooms**

- 15.1** Nothing of a volatile, flammable, or odorous nature or that poses a health or safety hazard of any kind shall be stored in any storage room. No perishable food or other items that might attract insects or rodents may be stored in storage rooms.
- 15.2** Security of each storage room is the responsibility of the storage room owner. The Association is not responsible for the loss of any property due to theft, damage, fire, etc.
- 15.3** Storage rooms may only be rented to someone who is an owner or a registered tenant of the building.
- 15.4** No animals of any kind are permitted in the storage rooms.

## **16. Balconies, Patios, Windows, and Plaza**

- 16.1** Nothing shall be kept or hung on, or from, railings that may detract from the outward appearance of the building, including, but not limited to, items such as windsocks, towels, carpets, bedding, mops, bicycles, ladders, storage boxes or indoor furniture.

- 16.2 No items of any kind may be thrown from balconies or patios onto the street, sidewalk or another neighbor's patio, including, but not limited to, cigarettes or ashes.
- 16.3 No radios may be played, or stereo speakers placed, on the balconies or patios.
- 16.4 Wind chimes are not permitted.
- 16.5 Bird feeders are not permitted.
- 16.6 No items may be stored on patios except the following: patio furniture, potted plants and natural gas barbecues. No items may be stored on balconies, except potted plants.
- 16.7 All potted plants must have drain trays of a size sufficient to prevent any water from dripping onto the balconies and/or windows and sidewalks below.
- 16.8 No items shall be placed or hung in a manner that would allow the item to fall from or blow off the balcony to the street or roof below.
- 16.9 Balconies and patios may not be used for beating rugs or carpets or shaking dust mops.
- 16.10 No antennas or satellite dishes shall be placed on, or affixed to, the external structure.
- 16.11 The Architectural Committee must approve window coverings that are visible from the exterior of the building.
- 16.12 Commercial units must receive written approval from the Board for placement of any items (e.g. planters, garbage receptacles) on the sidewalk surrounding the building.
- 16.13 Residents are not allowed to use any device with a combustion flame in the units and/or common area (including the Plaza and parking garages). Examples include, but are not limited to: propane, wood-fired, and charcoal grills. The only grill acceptable for use on the Plaza is the Community Room BBQ.
- 16.14 The Community BBQ is available for use by Elizabeth Lofts residents only. Owners will confirm with the concierge that the BBQ is available for use. Residents are responsible for ensuring the BBQ is cleaned after each use.
- 16.15 The Community Room is for the exclusive use of residential owners and tenants and their guests. Group activities must be scheduled by residential owners in advance with the Concierge. No use by Commercial unit owners or Commercial tenants is authorized. No outside entities may use the Community Room.

## 17. Refuse Disposal

- 17.1 All owners and tenants share a common interest to ensure that garbage and recyclable waste are disposed appropriately. Waste disposal is an expense of the Association that owners and residents can influence. By separating recyclable materials (all paper products, plastic containers with necks, metal cans and glass) from disposal wastes, we can reduce the amount of garbage we need to discard. In addition, by packaging and disposing of both wastes and recyclables in a clean and



efficient manner, we can reduce the monthly garbage collection costs, while at the same time improving the condition and appearance of our building.

## **18. Garbage Chute**

- 18.1** When using the garbage chute, all garbage must be bagged and an appropriate size for the chute. Do not force items that are too big into the chute. Instead, bring the items to the Trash and Recycling Room.
- a.** All cat and dog waste must be double bagged before being placed in the chute or the dumpster in the Trash and Recycling Room.
  - b.** Solid pieces of Styrofoam may not be placed in the chute and must be brought downstairs and disposed of in the appropriate container in the Trash and Recycling Room.
  - c.** If the garbage chute and/or compactor become clogged or damaged through the negligent use of an owner or tenant, the owner or tenant will be charged for the cost of repair.
- 18.2** Nothing, except designated recyclables, shall be left in the trash rooms on the residential floors. If the garbage chute is unavailable or not large enough for your item, you must bring it to the Trash and Recycling Room on the first floor.

## **19. Recycling**

- 19.1** Recyclable materials may be disposed of in the appropriate container in the Trash and Recycling Room located on the first floor.
- The two large containers on the left (along the south wall) are for mixed fiber recyclables: paper, cardboard, plastics and cans.
  - The one large container on the right (along the north wall) is for oversized refuse that cannot be bagged and/or will not fit down the garbage chute.
  - The blue roll carts on the right (along the north wall) are for glass.
  - The green roll cart is for compostable material. You must use compostable bags prior to disposal to help suppress odors.
- 19.2** Cardboard boxes must be flattened.
- 19.3** Cans and recyclable plastic containers must be rinsed and the caps must be removed from the plastic bottles.
- 19.4** Glass must be rinsed and the caps must be removed. Do not put any bags into the glass recycling bins.

## 20. Pets

- 20.1** Not all residents in the building are pet owners; some are allergic to animals, and some prefer not to be around them. Pet owners must respect the rights of other residents.
- 20.2** All pets shall be leashed and attended to at all times while in the common areas of the building. Each person who brings or keeps a pet in the building shall be liable for any damage to persons or property caused by the pet. Owners must control their pets at all times.
- 20.3** Pet owners must take their animals away from the building (including the garage) to relieve them.
- a.** Pet owners shall not allow their animals to relieve themselves in the planted areas in the sidewalk or on the trees surrounding the building. The care of the trees around the building is the responsibility of the Association. We must maintain them per City ordinance and replace them if they die.
  - b.** Pet owners are reminded that Portland's scoop law applies to the Elizabeth Lofts. All waste must be removed.
- 20.4** No pets shall be permitted to run loose or be kept, bred or raised for commercial purposes.
- 20.5** Reptiles (turtles, iguanas, etc.) and rodents (mice, gerbils, hamsters, etc.) must be kept in an appropriate cage or pen and shall not be allowed to run loose in common areas.
- 20.6** Any inconvenience, damage or unpleasantness caused by pets shall be the responsibility of the unit owner. The pet owner is expected to handle removal of any accident immediately. In the event a pet soils a common area and the owner does not clean up after the pet immediately, such an occurrence will be treated as a nuisance and the owner shall be subject to a fine. If the Association incurs any costs to clean and/or deodorize any common area due to a pet's accident, this cost will be charged to the unit owner. Monetary fines or assessments for damage or clean-up costs necessary because of a pet's action will be charged to the unit owner. The unit owner shall have the sole obligation to pay any and all fines and expenses resulting from the action of their pet or that of their tenants and/or guests.
- 20.7** Excessive barking in a unit or in the common areas or threatening behavior toward people in the building or soiling the common areas are considered unacceptable pet behaviors and are violations of these rules. At the discretion of the Board, persistent offenses of this nature are subject to fines and/or removal of the pet from the building.
- 20.8** An owner may be required to permanently remove a pet from The Elizabeth Lofts after receipt of two notices in writing from the Board for violation of any Rule, Regulation or restriction governing pets within The Elizabeth Lofts.
- 20.9** Any unattended pet found in a common area may be removed by the appropriate authorities and brought to an animal shelter at the expense of the unit owner.
- 20.10** No animals or fowl shall be raised, kept or permitted within the building, except domestic dogs, cats, birds or other household pets.

- 20.11** Each unit has a limit of four pets, other than fish (Bylaws 7.15).
- 20.12** Cat litter must be double-bagged before going into the garbage chute.

## **SECTION D. CONSTRUCTION OR ALTERATION**

### **21. Remodeling and Repairs**

- 21.1** The Association requires the review and approval of **ALL** alterations and modifications in individual units and/or affecting the common elements of the building – please see the *Architectural Guidelines and Modification Protocol*.
- 21.2** The Board shall consider granting approval for alterations only after the owner submits a complete *Architectural Review Application* for all work to be performed.
- 21.3** An Ecosmart Fire System may be installed only after the owner submits an Architectural Review Application, approval is granted, and the owner agrees to abide by all conditions associated with its operation and use.
- 21.4** **Do NOT insert any fasteners or drill more than 3/4" into the ceiling or concrete subfloor of your condominium.** The floors and ceilings of the Elizabeth contain cables that support the building. Damaging these cables will cause structural damage to the building for which you will be responsible!
- 21.5** Sprinklers, fire alarm and smoke detector systems should not be modified in any way. Report any defects to the management company. **Be extra careful** when working (or storing items) around sprinkler heads – setting them off will cause extensive water damage to your unit and surrounding units for which you would be responsible. See the *Recommended Vendor/Supplier List* for information on protective cages.
- 21.6** Only UL or NSF listed wall-mounted electric heaters may be used in your home. Non-listed appliances can potentially create unsafe conditions in your unit, including but not limited to, heightened risk of fire or electric shock. **Wall-mounted electric heaters are subject to the Architectural Review process.**
- 21.7** All terraces have a load limit – consult with the Architectural Committee before installing any objects other than traditional deck furniture.
- 21.8** Any gas appliance installed in the building after October 1, 2017 must be approved prior to installation by the Architectural Review Committee. and -must include a flame supervision device (FSD), also known as a flame failure device (FFD). This feature will stop the flow of natural gas to the burner of an appliance should the flame be extinguished. The Architectural Review application must clearly detail the make and model of the appliance and document that it has this feature.

## **SECTION E. GENERAL INFORMATION**

### **22. Open Houses and Unit Sales Issues**

- 22.1** Owners and/or their realtors holding an open house for the purpose of selling or renting a unit must first notify the Concierge or the Community Manager as to the date(s) and time(s) of the open house. At no time may a realtor or an owner post, or make public, any access code for the elevator. Violation of this rule will be considered a violation of the security of the building for which the owner will be fined.
- 22.2** Prospective buyers or renters must call from the front door for admittance to the building.
- 22.3** An open house must be facilitated by a minimum of three people: one at the front door, one operating the elevator and one at the entrance to the unit.

### **23. Declaration and Bylaws**

- 23.1** Owners leasing their units must provide a copy of the *Declaration* and *Bylaws* of the condominium, and any supplement or amendments thereto, and a copy of the current *House Rules & Regulations* to the tenant at the time the lease is executed.

### **24. Signage**

- 24.1** No residential units may display signage (i.e. "For Rent / Sale" or anything of a political nature) in their windows or from their units.
- 24.2** Temporary signs advertising an open house may be posted on the street for the duration of the open house.
- 24.3** All signage posted by Commercial units outside of the unit is subject to review and possible rejection by the Board. To avoid unnecessary expense, Commercial tenants should seek Board review of signs of a permanent nature. All retail signage is subject to applicable laws and ordinances, including ordinances regarding signs placed on the sidewalk.
- 24.4** No signage is permitted in the common areas without prior written approval from the Board of Directors.

### **25. Moving in or Out**

- 25.1** Schedule: Owners and tenants must contact the Move Coordinator at least 14 days in advance of a move. Furthermore, all owners and tenants are subject to payment of move in and eventual move out fees prior to their move in. Please refer to the separate *Move Procedure* document which outlines instructions for moves into and out of the building, including all applicable fees and penalties for non-compliance.

- 25.2** Single Item Moves: There will be no charge for single item moves; i.e. delivery of a couch, etc. However, please contact the concierge in advance to determine if protective pads should be hung in the elevator. Unit owners and/or tenants are responsible for any damage occurring to the building's common area.
- 25.3** Parking and Building Access During a Move: Parking meter permits can be purchased from the City of Portland Permit Center (503-823-7365). A three-business day minimum notice is required. Leave a voicemail with the details to start the permitting process. Additional information can be found at the following website:  
<http://www.portlandoregon.gov/transportation/36173>
- 25.4** Boxes and packing material: At the end of the move, or after each day, if the move takes longer than one day, the corridors and elevator must be cleared of all debris. Packing materials and boxes shall be disposed of in the Trash and Recycling Room located on the main floor. All boxes must be flattened and placed in the appropriate container. Packing materials must not be put into the garbage chute.
- 25.5** Damage to Building and Common Area: The unit owner is responsible to the Association for any damage to the building or common area. The move coordinator will walk the building with the new owner or tenant before and after each move to identify any damage caused during the move.

## **26. Procedure on Fines**

- 26.1** Complaints about violations must be in writing, with specific and detailed information whenever possible, and sent directly to the Community Manager or via the Concierge, who will then distribute to the Board for review.
- 26.2** The Community Manager will not make judgments about whether a violation has occurred. The Board will authorize fines only after notice has been sent to the owner and the owner is offered an opportunity to be heard.
- 26.3** Before levying a fine, the Board will issue one warning. The owner may request a hearing by the Board within the timeframe designated in the notice.
- 26.4** At least four Board members will attend rules enforcement hearings. Once a hearing has been conducted, the decision of the Board is binding.

## 27.Fines

### 27.1 Violations regarding public health, safety, or security:

1 <sup>st</sup> violation:	\$250.00 plus expenses
2 <sup>nd</sup> violation:	\$500.00 plus expenses
3 <sup>rd</sup> & subsequent violations:	\$1,000.00 plus expenses and, at the Board's discretion, revocation of rental rights, revocation of voting rights and/or lien against the property

### 27.2 All other violations:

1 <sup>st</sup> violation:	\$125.00 plus expenses
2 <sup>nd</sup> violation:	\$250.00 plus expenses
3 <sup>rd</sup> & subsequent violations:	\$500.00 plus expenses

**27.3** Fines will be assessed against the homeowner's account and will be subject to the same collection procedures as other assessments. Collected fines will be deposited into the Association's general funds.

## **SECTION F. ASSOCIATION FEES AND ASSESSMENTS**

### **28. General Rules**

- 28.1** Monthly Association fees are due and payable on the first of each month and will be considered delinquent if not received by the Community Manager within 30 days.
- 28.2** Owners are encouraged to make all payments electronically through the Community Manager. Coupon books will be provided to those who choose not to participate.
- 28.3** Monthly statements of past due accounts are a courtesy reminder. Owners are responsible for making their payments on the due date, regardless of whether a coupon book or statement is received.
- 28.4** Special assessments must be paid within the time frame specified in the notification.
- 28.5** Sellers and purchasers are responsible for notifying the Community Manager in writing of any change in ownership or address.

### **29. Late Fees**

- 29.1** A late fee charge of 50.00 will be levied against the owner for accounts 30 days past due. Interest is levied in the amount of 12% per annum.
- 29.2** Late fees and interest charged will be treated in the same manner as all assessments and will be collected through procedures established by the Board.

### **30. Penalty Assessment / Lien Against Property**

- 30.1** Owners will be given a monthly written notice of past due accounts.
- 30.2** If an account remains unpaid for a period of 60 days, it shall be assigned to the Association's attorney for collection. If the account is not brought current within an additional 30 days, a lien will be filed against the owner for non-payment.
- 30.3** Owners will be responsible for costs incurred in connection with filing liens, judgments and/or foreclosures, including, but not limited to, filing fees, recording costs, lien preparation, interest, attorneys' fees and court costs. These costs will be treated as special assessments against the unit and must be paid prior to satisfaction of the lien.