

Rules & Regulations

Everett Court Condominium

Board of Directors
Approved Rules & Regulations
on

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INTRODUCTION

The Board of Directors (the "Board") of the Association of Unit Owners of Everett Court Condominium ("Everett Court") has enacted the following Rules and Regulations (the "Rules" or "R&Rs"). These Rules, together with the Bylaws of the Everett Court Condominium ("Bylaws"), the Declaration of Unit Ownership for Everett Court Condominium ("Declaration") and any Resolutions established by the HOA board are for the purpose of governing the members of the Association of Unit Owners of Everett Court Condominium (the "Association" or "HOA") and managing the property of the Association.

These are binding regulations of the Association and must be adhered to by all owners, tenants, occupants, guests, and visitors. In this document, the term "owner(s)" refers to the legal owners of the units, and the term "occupant(s)" refers to any and all tenants, occupants, guests, visitors, invitees, and licensees.

Fines will be assessed for noncompliance with the R&Rs, Bylaws, Declaration, Resolutions and any other laws that govern the Association. Owners are responsible for any noncompliance by their occupants, and can be fined for such noncompliance. The Association is governed by three duly elected board members who serve on a volunteer basis and receive no compensation. The Association employs a management company to handle the day-to-day activities of the Association (the "Manager"). The manager handles all payments, repairs, landscaping, emergencies, etc. under the direction of the Board. Communications regarding such issues should be directed to the manager (Overleaf Community Management Inc.-503-764-4407, info@overleafmgmt.com).

If an owner has an issue they wish to discuss with the board, they can contact the board or the manager. The board may be contacted at everettcourt@overleafmgmt.com. Please note, as volunteers the board members may not check this account daily. Owners are responsible for any cost(s) associated with calls to the manager or any other vendor/contractor for items not within the HOA's responsibility such as most clogged toilets and sinks, stoves, dishwashers, humidity & ventilation, etc., which are the responsibility of the unit owner.

It is not the responsibility of the Association to act as a referee between residents. Please try to work out your differences in a neighborly manner on a person-to-person basis if possible and safe to do so. If you cannot do so, you should pursue your remedies either by calling the police, pursuing civil remedies, or calling other regulatory agencies that may be able to assist you. The Board will only become involved when an owner or occupant is violating the R&Rs, Bylaws, or Declarations of the Association or issues and items that may fall under the ORS, Oregon Condominium Act - ACA. The board's involvement in violations is limited to enforcement of the violation procedures set forth herein. Board members are not police officers and it is not safe for board members to confront owners or occupants during a dispute. Therefore, board members will not become personally involved in any dispute.

All owners shall keep the board and manager advised of their current contact information including name, address, phone numbers, email address and all emergency contact information about the unit, as well as the same for any occupant(s) of the unit including tenants and roommates.

Common elements include the building exterior walls, roof, gutters, trash & recycling areas. Limited common elements include parking spaces and fenced yard areas. In the event of a conflict, the ORS OCA, Declaration, Bylaws, Resolutions and recent board decisions, shall take precedence over these

R&Rs. This introduction is part of the R&Rs and can be enforced as any other R&R. Final interpretation of the R&Rs rests with the board. This document supersedes previous versions of the R&Rs.

Condominium living requires extra courtesy from residents due to close proximity with neighbors. Please remember this at all times to ensure that you, your family, your tenants, your occupants, your guests, and your pets behave in the considerate manner you desire from your neighbors. If you witness a violation of any Association rule, **PLEASE** call or notify the manager or board in writing. Photographs of violations are extremely helpful. Notify the police regarding violations of the law such as excessive noise, physical violence, verbal abuse, domestic problems, trespass, or any illegal conduct.

CONTACTING THE MANAGER, BOARD, AND OFFICERS

The manager is the primary contact for owners (Overleaf Community Management info@overleafmgmt.com or call 503-764-4407. The Board tries to respond to owners in a reasonable time frame, however, please realize it often takes time to receive a response from the board because the volunteer board members do not see board emails daily. Additionally, the full board may need to be consulted before responding, which can take additional time. Contacting the Manager will ensure a more timely response.

EMERGENCY CONTACTS

Police, fire or medical: dial 911

24-hour power outage response: 503-464-7777 (PGE)

VIOLATIONS

USPS Mail Option: All notices are sent via email unless an owner sends a written letter to the office of the management requesting that all notices be sent via USPS mail.

Any violation that escalates to a 2nd occurrence or beyond will be billed a management administration fee of \$35.00 per occurrence or violation notice regardless of the HOA fee if any.

Violations of the Declaration, Bylaws, Resolutions or R&Rs will be handled in the following manner, except as otherwise provide herein for specific violations:

1ST OCCURRENCE OF A VIOLATION (AS DESCRIBED IN THE FINANCIALS PENALTIES RESOLUTION): Upon being notified of a violation, the board of directors shall cause a “Courtesy Notice” to be sent to the homeowner(s) of the subject property via email unless otherwise notified about USPS preference. The notice will inform the homeowner of the violation, and state a specific period of time to correct or abate the violation. Said corrective period shall be a reasonable length of time, based on the nature of the violation and the nature of the corrective action needed. Reasonableness of the time period is at the sole discretion of the Board of Directors.

2ND OCCURRENCE OF A VIOLATION (AS DESCRIBED IN THE FINANCIAL PENALTIES RESOLUTION):

If the owner has neither contacted the association nor corrected the violation within the stated time period, a “Compliance Notice” will be mailed and emailed to the homeowner, indicating that, if the violation is not corrected within a specific time period, a fine of \$25 per day may be assessed against the homeowner’s lot until such time as the violation is corrected. If the violation is of a nature as to occur intermittently, such as a nuisance or offensive activity like excessive noise, a “Compliance Notice” will be mailed to the homeowner, indicating that, if the violation occurs again a fine of \$250 may be assessed against the homeowner’s lot.

Further violations or reoccurrences will be handled in the same manner as a second occurrence.

Owners' Right to Request a Hearing Regarding Fines:

(AS DESCRIBED IN THE FINANCIAL PENALTIES RESOLUTION)

The “Compliance Notice” shall also inform the homeowner that they may request a hearing, held before either the board of directors or its representative(s) with respect to the violation. No fine will be assessed prior to the hearing. Said hearing date shall not be less than 14 days following the mailing of the letter by U.S. Post Office First-Class mail. If the homeowner requests a hearing before the board of directors, or its appointed representative(s), that hearing will be held at such date established by the Board of Directors or its representative(s). At the hearing, the board of directors or its representative(s) will hear the testimony of the homeowner and take the case under advisement. A decision will be rendered either at the hearing or, if necessary, at a later date by the board of directors not to exceed 10 business days after the hearing date. This decision will be mailed to the homeowner by U.S. Post Office First-Class and Certified mail.

If the homeowner neither requests a hearing date nor corrects the violation within the necessary time period, the HOA will have fulfilled its obligation to ORS 100.405 (4) (k) and the fine of \$25 per day will be assessed beginning on the first day after the corrective period ends or, with respect to an intermittent violation as provided above, the \$250 fine will be assessed. This notice will be mailed to the homeowner by U.S. Post Office First-Class and Certified mail.

If after correcting the said violation, the same violation occurs within 180 days of the Board of Director’s decision, the same fine(s) will begin to be assessed against the homeowner’s Lot. A Letter will be sent to the homeowner notifying them of the fine(s). This decision will be mailed to the homeowner by U.S. Post Office First-Class and Certified mail.

When the accrued amount of the assessed fine exceeds \$500 (or at board’s discretion), the homeowner will be so notified, informed that the fines will continue to accrue, and informed that lien will be recorded against the homeowner’s lot for payment. The lien will include all appropriate legal fees, costs and recording fees, along with any interest that accrues until the fine is collected. Correction of the violation will not waive accrued fines, fees, cost and interest, which must be paid in full, prior to release of the lien.

REIMBURSEMENT OF ASSOCIATION COSTS:

Owners shall reimburse the Association for any additional costs the Association incurs due to violation of the Declaration, Bylaws, R&Rs, or applicable local, state or federal laws. The Owner shall pay the Association's additional costs related to violations committed by the owner or any occupant, tenant or visitor of the owner or occupant attorneys' fees.

In the event the Association retains the services of legal counsel regarding a violation of the Declaration, Bylaws, R&Rs, or applicable local, state or federal laws, the owner shall pay the association's attorneys' fees and costs, whether or not the matter proceeds to litigation or other legal action (i.e. the filing of a lawsuit, arbitration or other action).

The owner is responsible for the Association's attorneys' fees for violations committed by the owner, or any occupant or visitor of the owner's unit. Owners are not responsible and the board will pay from the HOA's operating account those fees for the Association's attorney and other related costs in the event it is determined by the board, arbitrator, or judge that there was no violation.

DUES

Homeowner monthly dues are due on the 1st of each month and considered late if not received by the management office by the 24th day of each month. If dues are not received in the office of the manager by the 24th day of each month, a late fee of \$35.00 will be assessed to that owner's account. If an account falls behind by more than four months a notice will be sent to the owner via email and mail. If a response has not been received by management or the board by the owner a lien will be placed against the unit to secure the accruing HOA dues. The board will have the discretion to place a lien any time they see fit along with any and all additional legal collection efforts.

ELECTRONIC USE

1. Exterior cable, telephone hook-up boxes, satellite dishes, outdoor lighting, noise making devices, antennas and air conditioners are prohibited from installation on any part of the common elements, which include the exterior walls and roofs of the buildings, unless the board allows. Owners must submit a written request for consideration to the board.

FIRES/BARBECUES

1. Open fires are prohibited. Including outdoor fire pits, Chimeneas, charcoal barbeques or other open flames that may produce embers or coals.

GARBAGE & RECYCLING

1. Garbage is to be placed inside the dumpster and recycling must be placed inside the recycling receptacles.
2. Only household garbage may be put in the dumpsters. The dumpsters are not to be used for disposal of furniture, building materials, or other large items, which the Association is charged an additional fee for owners and occupants need to contact the waste management service or other company and

make arrangements for the disposal of such items. Any associated cost is the responsibility of the owner or occupant. Owners are responsible for, and will be assessed, any costs incurred by the HOA as a result of any violation of this rule by themselves or their occupants. Additionally, owners will be fined as detailed in the violations section with the fine running until removal of the item and payment of any costs incurred by the Association.

3. Garbage cannot be kept in or on any common or limited common areas.
4. All pet litter and trash must be wrapped in plastic bags and secured before being deposited in the dumpster.
5. Only certain materials are recycled by the waste management service. The waste management service provides information regarding what materials may be recycled and how materials must be sorted. Placing materials in the recycling receptacles that the waste management service does not recycle, or improperly sorting materials, results in the entire load being thrown away and thus defeats the purpose of recycling. Additionally, the Association can be charged additional fees if improper materials are placed in the recycling bins or if materials are improperly sorted. Such additional fees will be assessed to owners of units responsible for the violation. Therefore, use of the recycling receptacles must comply with our recycling service's rules regarding materials and sorting. Note, Styrofoam is not recyclable, and cardboard which is wet or otherwise soiled (i.e. pizza boxes) is/are not recyclable.
6. Throwing or dropping of cigarette butts on any common area ground, steps or interior is prohibited. Cigarette butts are to be disposed of in the trash. Any incidence where a homeowner, tenant or guest it caught by a person of the board will be fined \$250.00 as described in the **Violations Section** of the R&Rs.

INSURANCE RESTRICTIONS

1. Owners will not keep or do in their home or in any common or limited common elements/areas, anything that will increase the cost of the Association's insurance policy. Likewise, owners will not permit anything to be done or kept in their home or in the common or limited common elements, which will result in cancellation of insurance on any home or on any part of the common or limited common elements.
2. For insurance purposes, owners are required to notify the Board of all improvements made to their Unit, the value of which is in excess of \$1,500.00.
3. The owners of any "rental" unit (i.e. a unit the owner collects rental income on) are required to provide the board with proof of rental dwelling insurance with no less than \$300,000 of liability coverage. If the owner lives in the unit and collects rent from a roommate, this is not deemed a rental.
4. Common areas are occupied at owners' and occupants' own risk.
5. The insurance supplied by the Association does not cover the personal property of the owners or occupants in the event of fire or other occurrence. Owners are responsible for obtaining condominium or rental insurance to cover theirs and their occupants' personal property. Note that appliances are the personal property of the unit owner.

LANDSCAPING

1. Do not plant anything in the common areas without first securing written permission from the board.
2. Pots around the area an owners unit need to be kept in clear of debris and dead plant material.

MISCELLANEOUS & NUISANCE

1. Neighbor disputes and domestic problems are not the responsibility of the board and must be settled between the disputing parties or referred to the police.
2. Owners must provide the board and manager their address, phone number, and email address, and the name(s), phone number(s), and email address(es) of any occupant(s) that reside in the unit over 15 days.
3. Owners must provide potential purchasers of their unit copies of the association's governing documents including these supplemental R&Rs prior to closing of the sale of the unit.
4. Improper window treatments, including but not limited to tapestries, sheets, paper, flags, signs, cardboard and other inappropriate materials/items are prohibited.
5. Units are specifically designated as "single family dwellings" in the Declaration and Bylaws. Only one family may reside in each unit as determined by state and local ordinances.
6. All timers for sprinklers/soaker hoses and lights, etc. as well as other common and limited common element/area items are closely monitored. Owners are responsible for any resulting damage or increased costs incurred, up to and including fines and/or legal action if the Owner or any of his/her Occupants tamper with or damage such items. Note: turning off a faucet or light switch/plug with a timer results in turning the timer off which then requires the Association to call its various vendors to reset it, which costs the Association additional expense.
7. Any illegal activity by an owner or occupant on the premises is a violation of these rules and regulations.
8. Owners are responsible for any fees or costs associated with financing, insuring, etc. of their unit including, but not limited to, application/form costs/fees, and appraisals.
9. Smoking is prohibited in all common areas. Smoking is prohibited within 25 feet of any entrance or window of the building unless the space is designated a smoking area by Management or the Board of Directors. Smoking is prohibited on any part of the front steps. If a homeowner, guest, visitor, tenant or occupant smokes within in a unit they must take steps to prevent smoke from entering common area or other units. If smoke from a unit is in common areas or entering into another unit it is considered a nuisance and the unit Owner will be fined as described in the **Violations Section** of the R&Rs.
10. Incense, Smoke and other Offensive Odors, which may enter common area from a unit, are prohibited. If a homeowner, tenant or guest while in a unit, prepares foods that produce a heavy odor, smoke within their unit or burn incense they must install weather stripping on the unit door, install a door sweep and take care to open windows as needed to prevent odors from entering common area. The board must approve the look and type of weather stripping and door sweep prior to installation. If fumes, smoke or odors from a unit enters common area or into another unit it is considered a nuisance and the unit owner will be fined as described in the **Violations Section** of the R&Rs.
11. Holiday lights and holiday displays and/or holiday signage is only allowed from 5 weeks prior to the holiday and 5 weeks after the holiday. If a homeowner does not remove the lights and or holiday displays including signage the board or management will send a letter First Class US mail requesting a time frame for removal. If the item in questions is not removed from public view the homeowner will be fined \$25.00 per day until the issue is corrected.
12. Quiet times are between the hours of 10pm and 7am. All homeowners, tenants and guests are to take extra care to not create noise while in common area or while on common areas around the exterior of the building. All activities while within the unit should not be audible from the unit's entrance door

and no activity should cause sound to be heard between common walls or transmitted between floor and ceiling.

13. No noxious or offensive activity shall be carried on in any unit or in the common elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other unit owners or occupants.
14. No industry, business, trade, occupation or profession of any kind, whether for commercial, religious, education, charitable or other purpose, shall be conducted, maintained, or permitted on any part of the property except such as may be permitted by the Board of Directors and the Homeowner's Association. All such businesses and activities are subject to all of the Association's R&R's.
15. No unit owner may install awnings, air conditioners or other projections to his/her unit without obtaining both the written consent of the Board of Directors and an easement for installation of the unit in the common element.
16. No radio or television antenna shall be erected or maintained by an individual owner outside the physical confines of a unit.

PARKING

1. Residents must register all vehicles annually and update the records if there are changes during the year.
2. Parking spaces may only be used for motorized vehicles or peddle/electric bikes. No other items may be stored in an owner's parking space.
3. Residents must park in their assigned parking spaces and take care to not block or prevent other owners from accessing or using their parking space.
4. One vehicle per parking space is allowed. Tandem parking is prohibited. All vehicles must be in working order.
5. No disabled or unlicensed vehicles may be parked on site.
6. Vehicles may not be stored in the parking lot. Vehicles are considered stored if they are not moved at least once within a seven-day period. If the owner will be off property for a period longer than seven-days they must notify the property manager with the reason and duration of absence.
7. The parking lot is restricted to automobiles, trucks and motorcycles. Boats, boat trailers, RVs, mobile homes, campers, trailers or other recreational vehicles must be parked off site.
8. The driveway is a fire lane. No vehicles may park on the driveway and will be towed at the owner's expense without notice.
9. To report a violation of any of these rules please contact the property manager with the date, time, place of violation, license number and make of vehicle in violation. Vehicles will be towed at the owner's expense in instances that do not comply with the parking requirements.

PARTIES/SOCIAL GATHERINGS

1. Guest vehicles will be towed if parked in restricted areas or in a space that is not assigned to owner of the guest.
2. Party noise, music, etc. must not disturb the owner or occupants of any other unit.
3. No noxious or offensive activities shall be carried on in any unit or in the common elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other unit owners or occupants.

PATIOS/DECKS/PORCHES/ENTRIES

1. Outdoor patio furniture, barbecues (gas only), hanging plants and potted plants (in good repair and living) appropriate to patios/decks are the only items that may be used thereon. Containers must be placed under all pots to avoid water accumulation and damage to patio/deck surfaces.
2. All garbage and recycling items must be stored inside the unit or in the garage enclosure in the proper bins. Leaving items in front of a unit or in other areas of the complex is prohibited.
3. To preserve the attractive appearance of the complex, the board may regulate the nature of items approved for display in or on windows, porches, decks, patios, entryways and outside the walls. Any area visible from other units or the common elements may be regulated in this manner.
4. Textiles and other covering items, including clothing, sheets, tarps and flags may not be hung outside of the unit.
5. Seasonal decorations are allowed on patios/decks for five weeks prior to and five weeks after a holiday.
6. Porch and deck/patio light bulbs and bulb covers are the responsibility of the unit owner. Light bulbs must be in working order and uniform wattage and hue are expected.
7. Decorative items allowed at each unit's front entry must be tasteful, in good repair and season appropriate (winter, spring, summer and fall).
8. All plant pots must be kept in good repair and must contain living plants that are well maintained.
9. Garden hoses must be kept neatly coiled on the ground in common area if present.
10. Bicycles are prohibited from being locked to deck handrails and are prohibited from being stored on decks on in the patio area of a unit. Locks are to be stored in an owner's storage unit in the parking area or to the designated bike parking stalls in common area.

PETS

1. All pet owners residing at or visiting the condominium must observe all local county guidelines, rules, and/or regulations related to pets.
2. Dogs/Cats must be leashed and under the owner's immediate control and attention at all times when outdoors. Pets are not allowed to run free on the grounds, including but not limited to lawns, sidewalks, walkways, and driveways.
3. Pet owners must clean up their pet's defecation immediately from all areas.
4. Pets are prohibited from urinating or defecating in or on any plantings in the condominium or any common and limited common areas.
5. Dogs are prohibited from barking or whimpering incessantly or in a way that unreasonably disturbs other owners.
6. Dogs are prohibited from digging in planting beds.
7. Owners are responsible for the cost of repairing or replacing any common or limited common element/area damaged by their pet or the pet of their occupants or visitors. The cost of such repair or replacement shall be assessed to the owner's unit.
8. Only domestic animals are allowed. No exotic animals are allowed including, but not limited to, snakes, insects, non-domesticated cats (i.e. tigers, cougars, and lions), farm animals, etc., or any animal deemed to threaten the wellbeing of the Association community.
9. Pets may not be kept on the premises for breeding or commercial purposes.

10. A unit owner or tenant may be required to remove a pet after receipt of two notices in writing from the Board of Directors regarding violations of any rule, regulation or restriction governing pets within the complex.
11. All responsibility, including financial responsibility, for any personal injury or personal property damage caused to any unit owner, occupant, guest or employee of the complex or to any member of the public shall be solely that of the pet owner, who shall indemnify and hold harmless all others therefrom.

RENOVATIONS

Exterior

1. No exterior renovations are allowed at any time by a homeowner, tenant, occupant or visitor. Any exterior repairs need to be reported to the Property Manager or the Board of Directors.

INTERIOR

1. No interior structural modification may be made without prior written permission from the Board.
2. Windows & Doors to common areas may not be replaced or changed without approval from the board of directors.
3. Units with hard flooring materials (wood, laminate, tile, etc.) must make a reasonable attempt to cover hard flooring surfaces with furniture, rugs or carpet. Wood or hard flooring materials areas do not include linoleum installed in kitchens and bathrooms.
4. The Owner is responsible for any damage to limited or common elements resulting from work on, or neglect of, the unit interior. The cost to repair such damage shall be assessed to the owner's unit.
5. All interior modifications must be made according to prevailing building codes.
6. If prior written permission from the board is not obtained before structural changes are made, the cost of repairing or remediating such changes will be assessed to the unit.

RENTAL AND NON-OWNER OCCUPIED UNITS

1. For purposes of these R&Rs, "Rental" is defined as any unit that is occupied by a non-owner and which the Owner receives any rent for. Units occupied by an owner's immediate family (mother, father, spouse, domestic partner, brother, sister, son, or daughter) are not Rentals. A unit occupied by the owner plus a roommate (whether or not the roommate pays rent) is not a rental. This definition of rental is only for purposes of these R&Rs. This definition does not apply to tax, financing, insurance, or any other rules and regulations. Owners are not allowed to rent a unit for a period less than 30 days and are prohibited from renting rooms via services such as Air-BnB.
2. Owners who violate any of the rental and non-owner occupied unit rules shall correct the violation immediately upon receiving notice of the violation. Correction of the violation may require termination of a tenant's lease or removal of occupants. In the event termination of a lease is required, the association will allow the owner the shortest statutorily required lease termination period to complete the eviction. The owner must promptly provide the tenant or Occupant notice of termination of the lease/eviction. Failure to correct a violation of rental or non-owner occupied unit rules may result in the association taking legal action to enforce the R&Rs. Pursuant to the violation section of the R&Rs, the owner shall pay the association's attorneys' fees and costs in the event the association seeks legal counsel to remedy a violation. Owners are not responsible and the board will pay from the HOA's operating account those fees for the association's attorney and other related costs in the event it is determined by the board, arbitrator, or judge that there was no violation.

3. All owners must have a written lease with their tenants. The minimum lease period is one year (12 months). All leases must contain a provision prohibiting subleasing of the premises, storage space or parking space. Owners must provide the board and manager copies of the lease and all renewals/amendments within 5 business days of the tenant signing the lease, renewal, or amendment.
4. Owners must give prospective tenants a copy of the Bylaws, Resolutions and the R&Rs before the lease between the Owner and the prospective tenant is signed. Additionally, owners must provide all non-owner occupants a copy of the bylaws and the R&Rs. Owners must enforce their tenants' and occupants' compliance with the bylaws and R&Rs.
5. Owners must provide the board and manager with names, phone numbers, and email addresses of all tenants/occupants of the unit including move in and move out dates. As with all violations of the R&Rs, owners are subject to a fine of \$250 plus \$25 per day until the violation is corrected.
6. Owners are responsible for any violations of the Declaration, Bylaws or the R&Rs by their tenants and occupants. Any fines, costs or fees resulting from such violations are the responsibility of the owner of said unit.
7. Owners must employ an Oregon Real Estate Agency licensed company to manage the rental of their unit if the owner is not living with the tenant as a roommate.

SIGN POLICY/'FOR SALE' SIGNAGE

1. Board of Directors approval is required for the installation of any visible interior and/or exterior mounted advertisement, posters or signs of any kind excluding professional 'For Sale' signs in or on the condominium, except as authorized by the association.
2. The application process is to insure safety and that placement requirements are met to insure that there is no intrusion or seasonal element damage to common element or limited common element the association is responsible for. The Board will render a decision on an application within fifteen (15) days once all information is received.
3. The Board of Directors or Community Management Company will periodically review all interior, exterior mounted signage as described above for adherence to this guideline. The Board or Community Management Company will also respond to complaints issued from lot owners regarding non-compliance to this Guideline.
4. Sale of unit: One professional 'For Sale' sign for each applicable unit will be permitted at the entrance to the Eleventh Avenue Condominium Homeowners' Association without prior Board of Director's approval. One additional professional small sign may be placed by the front door of the respective unit. The sign(s) must be promptly removed by the unit's respective real estate agent after closing of the sale. The seller of the unit is responsible for ensuring that the signs are displayed in a professional manner and are removed promptly after a sale.

SMOKE DETECTORS

1. Unit owners are required to establish a regular schedule for checking that the smoke detector is fully operational.

WINDOWS AND DOORS

1. Each unit owner is responsible for the maintenance and repair of their respective unit's windows, unit's access doors, window screens, storm windows and screen door(s), if any.
2. Each unit owner is responsible for the replacement of their unit's windows and unit's access doors.
 - a) Window replacement is the responsibility of the owner, not the Association.
 - b) Window treatments must be installed by each unit owner in all windows of his/her unit. The portion of the window treatments visible from the exterior must be in good repair.
 - c) Decorations on the window that can be seen by a passerby are limited to tasteful, season (winter, spring, summer, fall) or holiday appropriate.

RESTRICTIONS ON USE OF CONTACTS

1. As set forth in the Introduction, miscellaneous and rental sections above, Owners are required to provide the board and the manager with contact information, including telephone numbers and email addresses for themselves, the management company and the occupants of their units. Phone numbers and email addresses are for official association purposes only, and are not to be used for any other reasons by the board, other owners, or other occupants.
2. Additionally, the board, owners, and occupants are prohibited from providing the email or phone contact information of other owners, tenants or non-owner occupants to others. When sending email, the board attempts to always blind-copy the list of addresses so they are not shared with others.
3. However, it is inevitable that email will be inadvertently sent without blind copy, and thus other owners, tenants, and non-owner occupants will receive the association's email lists, which is the reason for establishing this rule prohibiting use of such contact information for any reason other than official association business.
4. Pursuant to Oregon's Condominium Act, if an owner intends to attempt to convene a meeting of the association, the board must provide the owner with an owner contact list. If such a request is made by an owner, the board will provide a list of current mailing addresses only. Phone numbers and email addresses will not be provided. This is in order to protect the privacy of owners.
5. The Board has ultimate authority to resolve any ambiguities that may exist in the R&Rs as well as to decide whether or not a violation thereof has occurred. The board reserves the right to make such other rules and regulations from time to time as may be deemed necessary for the safety, care, value and livability of the premises and residents thereof.

VACANT UNITS/WINTERIZING

1. All owners – whether residents, non-resident owners, leasing agents or lending institutions – are responsible for ensuring that there is a heat source in their respective units at all times. If the Property Manager determines that electricity has been disconnected from any unit, he/she is hereby empowered to reconnect the electricity without prior notification to the unit owner and at the unit owner's expense. In addition to the reconnection charge, all electricity bills will be charged to the unit owner's account. Owners who fail to comply with these rules will be held responsible for repairing damage caused by their neglect, which may jeopardize insurance coverage.