
TWENTY-ONE IRVINGTON CONDOMINIUMS



Rules and Regulations Handbook



Approved: August 14, 2008
Revised and Approved: March 22, 2022

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RULES AND REGULATIONS

SCOPE

The following Rules and Regulations for the Twenty-One Irvington Condominiums ("Rules and Regulations") are for the purpose of promoting harmonious living at Twenty-One Irvington Condominiums. All owners of units at Twenty One Irvington Condominiums ("Owner") have an investment in the entire Condominium complex. In order to protect that investment, to assure the peaceful and orderly use and enjoyment of the Condominium property, and to promote the welfare of all Owners, individuals occupying a unit who are not the legal Owner, including family members and tenants of the Owner ("occupants"), and guests, the Board of Directors of the Twenty-One Irvington Condominiums Owners Association ("Association") has adopted the following Rules and Regulations under the authority and provisions of the Oregon Condominium Act and Section 7.5(m) of the Bylaws of Twenty-One Irvington Condominiums Owners Association ("Bylaws").

All Owners, occupants, and guests are subject to these Rules and Regulations. It is the responsibility of the Owner(s) to notify his or her co-occupants, tenants and/or guests of these Rules and Regulations, and the Board of Directors shall hold the Owner responsible for actions of the Owner's guests or occupants of the Owner's unit that are in violation of these Rules and Regulations.

Some of these Rules and Regulations are taken from the Declaration Submitting Twenty-One Irvington Condominiums to Condominium Ownership ("Declaration") and/or the Bylaws, while others are not. These Rules and Regulations are meant to clarify and supplement the Declaration, Bylaws, and Articles of Incorporation of Twenty-One Irvington Condominiums Owners Association; these Rules and Regulations are not to be construed to supersede or replace any part of those documents. It is the legal responsibility of all Owners and occupants to know and abide by the provisions of the Declaration, Bylaws, and these Rules and Regulations, and to inform their guests thereof.

The Board of Directors and/or the Community Management Company will work to enforce these Rules and Regulations, but the participation and cooperation of every Owner and occupant is essential to our success in maintaining a desirable residential area.

I. ASSOCIATION COMMUNICATION PROCESS

A. Owners' Assessments (HOA Dues)

Statements for Owner assessments (HOA Dues) are a courtesy provided by the Community Manager. A statement not being received is not valid reason for assessments not being paid. All Owners are aware of what their monthly assessments are and they are to be mailed in a timely manner to the Community Management Company.

Make checks payable to Twenty-One Irvington Condominiums and indicate your unit's address number (for example: 2024).

B. Emergencies

If there is an emergency that requires the police, fire or medical assistance, call 9-1-1. The Community Manager is to be notified if the emergency involves Twenty-One Irvington Condominiums. Examples of emergencies include, but are not limited to, water leaks, water intrusion or lack of water.

C. Parking Difficulties

The Community Manager is to be contacted if an unauthorized vehicle is parked in a designated space and the vehicle's owner is unable to be located to move it. The Community Manager will have the vehicle towed.

D. Non-Emergencies and Maintenance

1. The Community Manager is to be notified when there is something that needs to be corrected.
2. Vendors on-site for the purpose of site maintenance or repair are to be directed by the Community Manager only.

E. Board Meetings

All Owners are invited to attend board meetings. Notice of time and place of upcoming meetings will be posted electronically and sometimes mailed. The annual meeting information will be posted electronically and mailed.

F. Grievances

If an Owner is disturbed by the actions of another Owner or occupant, the Owner may wish to make a personal contact with the offending party to make them aware of the situation. Most times a friendly reminder resolves the situation. If the grievance is not rectified after talking with the other party, the Owner may submit a formal complaint to the Community Manager and Board of Directors for action.

II. GENERAL RULES

- A. Communications regarding the condition and operation of Twenty-One Irvington Condominiums and any concerns regarding the Rules and Regulations shall be directed to the Community Manager.
- B. Owners shall be financially responsible for damage caused to their units, other units, or the common elements due to negligence or carelessness of the Owner, the unit's occupants, or their guests, such as overfilling bathtubs and sinks, clogged drains, smoke or fire initiating in a unit.
- C. Activities by Owners, occupants, guests, pets and children that may cause damage to the landscaping or any common element shall be prohibited, and any such damage that occurs shall be the financial responsibility of the Owner.
- D. Owners, occupants, and tenants are responsible at all times for the reasonable conduct of their family members and guests.
- E. The unit Owner is responsible for the maintenance of the interior of their unit and to keep it in good order and appearance.
- F. Littering is not permitted anywhere on the grounds, including, but not limited to, coals and cigarette butts.
- G. Proper attention to fire and safety hazards must be observed at all times.

- H. Owners leasing a unit must provide their tenant with a copy of these Rules and Regulations. Proof of providing a copy of the Rules and Regulations with the Owner(s)' tenant should be provided to the Community Manager (such as having the tenant(s) initial or sign that they have received the Rules and Regulations).

III. BUILDINGS AND GROUNDS

General Common Elements include the land, pathways, fences, grounds, storage/laundry facilities, parking area (not assigned spaces), roofs, foundations, bearing and shear walls, perimeter walls, beams, columns, girders, landings, stairways, hallways, walkways, landscaped areas, and driveways.

Limited Common Elements are areas outside the units but reserved for the exclusive use of designated units (i.e. decks, patios, assigned parking spaces, and assigned storage units).

A. Exterior Appearance, Additions, Alterations, or Improvements

1. In order to preserve a uniform exterior appearance of the Condominium, any proposed changes or alterations to the unit or the Common Elements which may visually affect the exterior appearance of the Condominium, must be submitted in writing to the Community Manager for review and approval by the Board of Directors. This includes, but is not limited to, installing or altering fences, doors, windows, window treatments (coverings that are hung or attached to glass), light fixtures, planter boxes on the balcony or affixed to railings, antennae, etc. Garments, rugs, laundry, sheets, reflective surfaces and other similar items may not be hung from/onto windows, facades, patios, or decks.
2. In order to ensure that all proposed changes or alterations to a unit or the Common Elements are done in conformance with applicable building codes, the Owner shall furnish the Board of Directors copies of any relevant City of Portland permits, permit applications, and inspection reports, or evidence that no permit is required. The Board has 30 days to review and respond.
3. If the Board of Directors determines that an unapproved alteration has been made to a unit or the Common Elements, the Board of Directors, in its sole discretion, may require an Owner to return the unit or affected Common Elements to its original condition at the sole expense of the Owner. Any unapproved alterations are also subject to a fine per the Fine Policy (see Appendix A).
4. Seasonal decorations may be installed on the outside of a residential unit door or door frame. But shall not be installed any earlier than one month before and must be removed no later than one month after the date of the observed holiday. Decorations that create a safety hazard are not permitted. Any decorations of the Common Elements shall be at the sole discretion of the Board of Directors.
5. Heat pumps installed privately with equipment placed in Common Elements are the responsibility of the individual Owner and not the responsibility of the Association.

B. Landscaping

1. No Owner, occupant, or guest may prune, cut, remove or add bushes, trees, flowers, shrubbery or other foliage to existing landscape without prior written consent from the Board of Directors. The cost of replacing any bushes, trees, flowers, shrubbery, or other existing foliage that is removed or damaged by an Owner, occupant, or guest will be charged to and payable by the responsible Owner.
2. All landscaping and the Common Elements shall be maintained and repaired by the Association.
3. Planting of flowers and bushes are not permitted in the Common Elements.
4. Potted plants on common walkways (beside entry doors) must meet the standards of Common Elements, be approved by the Board of Directors, and must not obstruct common walkways. This is for safety and uniformity of appearance.
5. Potted plants are allowed on Limited Common Elements (such as decks and patios).
6. All potted plants on common walkways, balconies, decks, and patios must have a water catch basin to prevent any damage. The costs of repairing any damage caused by potted plants will be charged and payable by the responsible Owner.

7. All flower boxes on deck or balcony railings must be secured to prevent injuries from a fallen box, and must have receptacles under them to prevent water from overflowing.

C. Storing of Items

1. All entrance areas, stairwells, and areas visible from the exterior must be kept neat and free from clutter, laundry, garbage, broken furniture, dead plants, empty boxes, or other unsightly objects. Residents shall not hang or dust garments, rugs, etc., from the rails, windows, or the facades of the property. Bicycles, toys, equipment, etc., must not be left on the sidewalks, driveways, parking spaces, or front patios.
2. Garbage or recycling is not to be kept outside of unit doors. Storage of gasoline or other hazardous inflammable materials on patios, decks, or storage units is prohibited.
3. No household furniture, such as sofas, futons, or mattresses, shall be stored on a common walkway, balcony, patio, or deck.
4. Owners and occupants may place and use flower boxes, benches, and patio furniture on the front and rear patios and decks of their designated unit (Limited Common Elements).

D. Bicycles

1. Bicycles should be stored inside Owners' units or locked to a bike rack. Bike racks were installed in both basements for long-term storage and outside on the ground-level for short-term storage. Outside ground-level racks are for guest/overnight/short-term parking (12 hours or so) only. This encourages the use of bikes by everyone and discourages theft. Do not lock your bike to anything but the bike racks. Bikes cannot be stored on balconies, attached to staircase railings, left unlocked in the gated area, etc. This ensures that bikes do not prevent access to common spaces – sidewalks, parking spaces, basement storage, etc.

E. Signs

1. No signs, notices or advertisements shall be inscribed or displayed in any way on or at any window, unit entrance door, or any portion of any building exposed to public view, nor installed on or at any exterior position without written approval by the Board of Directors.
2. If a unit is offered for sale, once the Community Manager has been properly notified of the intent to sell, a single "For Sale" sign may be placed in the grass strip between the sidewalk and street on either NE Hancock or NE 21st within 25 feet of the corner. All real estate signs must be removed within 48 hours of the sale being recorded. To defray the cost of repairing the lawn after the sign is removed, a fee of \$25 will be assessed by the Community Manager for placing the "For Sale" or other real estate signs on the property. Any damages and subsequent repair costs caused to Twenty-One Irvington Condominium's underground plumbing for the sprinkler system will be the full responsibility of the Owner of the unit being sold. A map of the irrigation system is available online and from our Community Manager for review before installing signs. It is the Owner's responsibility to give the realtor or person/company installing the sign this information.
3. If an Owner has a unit that can be offered for rent (see Section VIII. Rentals/Lease), no more than one sign, not to exceed 24 inch square, may be displayed from a window in the unit for rent, with prior approval from the Board of Directors. No "For Rent" signs may be displayed in the Common Elements or Limited Common Elements, including the median strip between the sidewalk and street. "For Rent" signs shall be removed within 48 hours of signing of the lease.

F. TV Antennas, Dishes, Cable Wiring, Air Conditioning Units, Etc.

1. No Owner, resident, or lessee shall install anything, including security systems, television antennas, radio antennas, satellite dishes, wiring, cable wiring, electrical or telephone installations, air conditioning units, etc., which intrudes into or affects the Common Element or affects or penetrates the exterior of any building except as authorized by the Board of Directors.

IV. VEHICLES AND PARKING

Violations of the parking policy will result in immediate towing. Parking on the property is limited to general passenger vehicles (passenger cars, pick-up trucks, vans, and motorcycles). All Rules of the Road for Oregon apply upon these premises. All vehicles on the premises are parked at the owner's risk. Vehicles are to be locked. The Association accepts no responsibility for any vehicle or its contents.

A. Assigned Parking

1. Owners, occupants, and renters will only park in the space designated for the specific unit..
2. Vehicles parked in unauthorized areas or in another unit's assigned parking space, without the express permission of the owner of the assigned space, will be towed at the vehicle owner's expense.
3. Parking spaces shall not be used for storage.

B. Visitor/Guest Parking

1. Owners or occupants are responsible for seeing that their visitors do not park in spaces assigned to other units. Temporary use of spaces may be arranged with another Owner or occupant who will allow use of his or her space.

C. Illegally-Parked Vehicles

1. Illegally-parked vehicles or vehicles constituting a hazard, nuisance, or not adhering to the rules may be towed without notice at the vehicle owner's risk and expense. This includes vehicles parked in reserved stalls of others.
2. Vehicles are not permitted off the paved parking lot areas.
3. Vehicles must be parked within the marked lines of the parking space and no double parking is allowed.

D. Removal of Vehicles

1. Vehicles in the following situations will be towed at the vehicle owner's expense:
 - a. Parked so that it obstructs or encroaches a driveway, walkway, other access, or other parking space.
 - b. Parked so as to cause congestion or other hazardous driving conditions.
 - c. Parked so as to occupy more than one parking space.
 - d. Parked in a condition as to cause damage to people or property.
 - e. Abandoned.
2. Removal of vehicles shall be done at the risk and expense of the owner of said vehicle.
3. The Board of Directors shall maintain the right to remove any vehicle from the premises which is deemed to be abandoned, inoperable, unlicensed, or has expired tags after notifying the owner by placing a notice on the vehicle for at least 72 hours.

E. Vehicle Repairs

1. No major repair or overhauling of vehicles is permitted on the premises. Except for emergencies, work performed shall be limited to items which will not prevent the vehicles from moving under its own power for more than 24 hours.
2. Major vehicle repairs are not permitted in the parking lot. Minor maintenance, which can be completed in the same day, shall be permitted and only during times other than quiet hours.

F. Excessive Vehicle Fluids

1. Owners are responsible for keeping their parking space clean. Excessive oil, grease, anti-freeze, or other vehicle fluid spills must be removed or cleaned up immediately and at owner's expense. Any vehicle fluids must be disposed of in an appropriate manner that is acceptable to the Environmental Protection Agency standards. Pouring fluids down storm drains is NOT permitted.
2. Owners of vehicles that cause excessive oil, coolant or gasoline spillage will be responsible for the cost of asphalt damage repair or clean up.
3. Grease spots in parking areas are the responsibility of the owner. In cases of neglected and unsafe spots, a written notice to clean up will be given. If no action is evident in five (5) days, the Association will have the cleanup performed, and the cost for the cleanup will be billed to the owner.
4. Draining radiators, oil, or other fluids from vehicles is prohibited on the Common Elements.

G. Inoperable Vehicles

1. All parking spaces are restricted for parking of operable motorized vehicles only. Inoperable vehicles are not permitted in the parking area for more than 2 days. If a vehicle remains onsite for longer than 2 days, the vehicle will be towed at the Owner's expense. The Police define inoperable as:
 - Any vehicle which is improperly licensed or without current tags.
 - Any vehicle which is not highway operable due to a physical condition, e.g. broken down motor, flat tire, broken lights, broken glass, etc.

H. Motorcycles/Scooters

1. Two wheeled vehicles, e.g. motorcycles and scooters, must be parked only in Owners' or occupants' assigned parking spaces. They are not to be taken into units or parked outside the units on the decks or sidewalks.

I. Recreational Vehicles

1. Due to limited parking, recreational vehicles, i.e., motor homes, boats, trailers of any kind, may not be parked on the property.

V. PETS

Ordinary household pets, such as small dogs and cats, may be kept by the Owners or occupants of a unit, provided that the keeping of pets shall be subject to such reasonable rules and regulations as the Board of Directors may from time to time adopt and in accordance with the Bylaws and Insurance Restrictions. Pet owners must provide to the Community Manager a name, address and phone number of a "pet emergency contact person" to assume immediate custody of the pet in case of serious illness or death of the pet owner.

A. Owner Responsibility for Pets

1. The owner of a pet is responsible for any and all damages, loss or expense, to the unit or any other area of the building or grounds, arising from keeping a pet on the premises.
2. The pet owner will be held financially liable for the cost of ridding the unit or building of fleas if it is determined that his/her pet is the cause of the problem.

B. Quantity, Size, and Type

1. A limit of two (2) pets may be kept in a unit, subject to all animal ordinances; provided, however, that such pets are not kept for commercial purposes. Restrictions to pets shall be in accordance with the community's insurance. Please contact the Community Manager for any restrictions in our insurance to types of animals allowed as pets.
2. Poisonous or exotic pets are strictly forbidden on the premises.

C. Licensing and Immunization

1. All pets kept on the premises must be properly immunized and licensed per local laws.

D. Leash & Roaming

1. Pets are not to be left alone or unattended while outdoors, including in Common Elements, even if leashed.
2. Pets must be on a leash, carried, or caged while outside the units. No pets shall be left free to roam.

E. Animal Waste

1. Pet owners are responsible for cleaning up the excrement of their pets from all General and Limited Common Elements. If a pet owner is not compliant, the pet waste will be removed at the owner's expense.
2. Animals are not allowed to excrete on property flowers, plants, and trees (for the health of the plants).
3. Patios are not to be used as dog runs. Owners who have pets must walk them off the Condominium grounds.

4. Solid cat litter must be disposed of in a plastic trash bag, securely tied, and deposited into the trash cans designated for use of the habitants.

F. Noisy Pets

1. Pet owners shall control pet noise, to include but not limited to barking, howling, scratching, bounding or other noises, so as not to disturb other residents.

G. Pet Problems

1. Document and report pet problems to the Community Manager.
2. The Board of Directors may at any time require the removal of any pet that it finds, in the Board's determination, is disturbing other Owners unreasonably, and may exercise this authority for specific animals even though other animals are permitted to remain.
3. Any pet attacking a person or other pet shall be subject to immediate removal by decision of the Board of Directors upon the FIRST written complaint.
4. Any pet offense subject to a fine will be covered by the Association's Fine Policy (see Appendix A).

H. Miscellaneous Pet Issues

1. If no "pet emergency contact person" is on file with the Community Manager, or if the contact does not assume immediate custody of pet, the Board of Directors will arrange to have the pet removed by local animal shelter personnel.
2. Visiting pets are subject to the Owner or occupant being the responsible party for any damages that may be caused by the visiting pet.
3. All pets shall be inside their respective unit when their owners retire for the evening.
4. Pet houses are not permitted on patios, balconies, or in Common Elements.

VI. GARBAGE AND RECYCLING

- A. Owners and occupants are responsible for disposal of garbage and recycling in the cans provided. No garbage, recycling, or compost material shall be left elsewhere in the Common Elements.
- B. Garbage cans are for ordinary household trash only and shall not be used for large items such as furniture.
- C. If the cans are full, do not leave trash or recycling next to the cans. The trash collection company will not pick up items left outside the garbage cans.
- D. It is the responsibility of Owners and occupants to properly dispose of oversized items the trash collection service declines to remove.
- E. All paint and hazardous materials are to be disposed of properly at a transfer station at the Owner's expense and not put into the garbage cans.
- F. Wet garbage must be placed in plastic bags before placing it into the garbage cans.
- G. Pet waste must be placed within a plastic bag or bag specifically designed for pet waste before placing it into the garbage cans.
- H. Boxes are to be broken down and placed in recycling cans. If the recycling cans are full, please wait until there is space available, so it does not collect outside of the recycling cans (due to safety and cleanliness concerns).
- I. The lid(s) of the garbage can(s) must be kept closed at all times.
- J. Hot coals or any materials that might create a fire hazard are not to be placed into the garbage cans.
- K. Christmas trees are not to be placed in the garbage cans or left beside garbage cans.

- L. Recycling cans are provided for the homeowner's convenience. Recyclable materials are to be properly separated and deposited into the appropriate cans. Glass items must be separated and placed in the proper receptacle. Cardboard boxes must be broken down before placing into the recycling bins and cans.
- M. No household garbage should be placed in the recycling cans.
- N. Compostable food wastes and their containers are to be placed in approved composting bags and disposed of in the Compost container.

VII. NOISE / OFFENSIVE ACTIVITY

- A. Quiet Hours are from:
 - 10:00 pm to 8:00 am Sunday through Thursday
 - Midnight to 9:00 am Friday and Saturday
- B. Owners and occupants shall exercise reasonable care to avoid making or permitting to be made, any loud, disturbing or objectionable noise, which is deemed a nuisance, or interfering with the enjoyment of the other residents.
- C. Owners shall exercise extreme care to confine noise to their own condominium during quiet hours.
- D. Use of stereos, television, musical instruments, appliances, outdoor water outlets, etc., should be used so as not to disturb neighbors.
- E. No Owner or occupant shall cause or permit any disturbing noise or disorderly conduct in their unit or on the premises, or to permit acts that interfere with or otherwise prejudice the rights, comfort or convenience of other occupants.
- F. All residents shall schedule or perform repair work (removal, installation, remodeling, etc.) with required operations such as hammering, sawing, drilling, sanding, etc. between the hours of 8:00am and 7:00pm Monday-Friday, and 9:00am and 7:00pm Saturday and Sunday.
- G. Laundry machines in the Common Elements are not to be used during Quiet Hours.
- H. The use of firecrackers, noise-emitting fireworks, or other hazardous materials is not permitted on the premises.
- I. Racing of motorcycle or other engines will not be permitted.
- J. Honking of horns is discouraged in the common parking area
- K. Use of cell phones in the common areas during quiet hours is not permitted.
- L. Smoking is not permitted anywhere within the building's Common Elements, including the perimeter of the building and parking lot.
- M. Excessive idling of vehicle engines in parking lot is not permitted.

VIII. SALE OR RENTAL

For signage rules and regulations, refer to Section III. Buildings and Grounds, Subsection E. Signs.

A. Sale

1. Any Owner offering their unit for sale shall promptly notify the Community Manager of their intent to sell.
2. Immediately upon sale of the unit, the seller shall notify the Community Manager that the unit has been sold. As required by Oregon State law, a Resale Certificate with all Association documents will be completed for the review of the buyer, paid for by the seller.
3. Upon the sale of a unit, the seller must report the name of the buyer to the Community Manager.

B. Rentals/Lease

1. The Twenty-One Irvington Condominiums Bylaws were amended on April 17, 2010 with the First Amendment to Bylaws for the Leasing and Renting of Units (and recorded with Multnomah County on May 19, 2010). A maximum of four rental units are allowed. All rental units were assigned by lottery and a waiting list was created in June 2012. See this specific Amendment document for further details.
2. Owners are required to submit their lease and notify the Community Manager of change of rental status. Failure to submit the lease will result in fines according to the Fine Policy (see Appendix A).
3. Owners are to keep the Community Manager informed of their current address to insure timely delivery of notices and announcements.
4. If a unit is leased or rented, the lessee or tenant must agree in writing to abide by the provisions of the Declaration, the Bylaws, and the Rules and Regulations established by the Association. The Owner will provide a copy of such an agreement to the Community Manager within 10 days, of renting or leasing the unit. If such notification has not been received, the Community Manager may obtain notice from the tenant at the Owner's expense.
5. No subleasing of portions of the units is allowed.
6. Any Owner who rents or leases their unit to others retains full responsibility for use, maintenance, and care of the unit and its Limited Common Elements, and shall be financially responsible for any damage to the property caused by the tenant(s).
7. Serious or repeated violations of the Rules and Regulations by a tenant shall constitute grounds for eviction of tenants as well as escalating fines to Owners of unit, up to and including loss of right to rent unit.

IX. CHILDREN AT PLAY

- A. There are no designated play or recreation areas.
- B. Bicycles, skateboards and wheeled toys may not be ridden on common walkways, driveways or lawns.
- C. Chalk or other marking materials are not allowed to be used on or in common walkways or common areas.

X. SECURITY AND SAFETY

- A. Activities which could cause injury to self or others or damage to Common Elements or other units are prohibited. The cost of repairing any such damage shall be the financial responsibility of the party causing such damage and the Owner with whom the offending party is affiliated.
- B. All Owners and occupants shall report all incidents of theft, vandalism and breaches of peace to the police and the Community Manager immediately.
- C. If you have an emergency situation that threatens the safety of your unit or the building and must receive attention immediately, call 9-1-1 first, and then notify the Community Manager.

XI. ASSESSMENT AND FINE POLICY

Assessments and fines will be charged according to the Association's established policies and procedures. Please see Appendix A- Twenty-One Irvington Condominiums Fine Policy (adopted March 18, 2015) and Appendix B- Collection of Unpaid Charges Resolution (adopted March 13, 2007).

Appendix A

Twenty-One Irvington Condominiums Fine Policy (Approved March 18, 2015)

This Fine Policy accompanies the Collection of Unpaid Charges Resolution adopted on March 13, 2007.

Fine Policy Overview

The goal of the Fine Policy is to insure compliance with Twenty-One Irvington Condominium's Rules and Regulations and Bylaws; to promote unity and harmony within the complex and to maintain cohesive community relationships in a manner that is fair and equitable for all residents and unit owners; and to enhance the aesthetic appearance of the complex and to promote its general welfare.

Violations will be determined by the Community Manager and/or the Board of Directors in accordance with the Rules and Regulations and the Bylaws.

Fining Process

The unit owner in violation shall be notified in writing of the specific violation, correction requested, length of time for correction, and consequences of noncompliance. The fines may be imposed on a one-time, per occurrence, or continuing daily, weekly, or monthly basis as determined by the Board of Directors.

Violators have 10 calendar days from the date of the rules violation letter to attempt reconciliation with the Association or request a hearing.

If the corrections as requested by the Association have not been made as detailed in the letter, a Rules Enforcement Fee will be levied against the owner as follows:

- \$50 for the first notice of offense;
- \$100 for the second or follow-up notice of offense;
- \$150 for the third or follow-up notice of offense;
- \$25/day for offenses not resolved after the third notice.

All fines are in addition to any property damage(s) or expenses incurred with the related offense.

Payment of Assessed Fines

All assessed fines must be paid within 30 days of notification. After 30 days, the unit owner fined shall be obligated to pay all expenses by the Association in collecting any unpaid fine; including attorneys' fees.

Violations

Violations of the Twenty-One Irvington Condominiums Rules and Regulations and Bylaws include, but are not limited to:

Use of Condominium Property

1. Use of unit for non-residential purposes
2. Installation of satellite dish(es) or telephone antennae(s) on common elements not in the exclusive use and control of the unit owner without Board approval
3. Installation of electrical or telephone wiring, machines, air conditioning units, or similar devices on or protruding through the common elements without Board approval
4. Installation of window guards, awnings, or window treatments (such as shades, blinds, glass coverings) without Board approval

Appendix A (continued)

5. Unsightly appearance of unit visible from exterior
6. Unsightly exterior items and/or appearance
7. Installation of exterior lighting or noisemaking devices without Board approval
8. Failure to timely remove seasonal holiday lighting and decorations
9. Hanging garments, rugs, laundry, sheets, reflective surfaces, and other similar items from windows, facades, patios, or decks
10. Unauthorized display of signs
11. Any other addition or damage to or alteration, obstruction, or change of appearance of the Common Elements*
12. Violations of the Association's Rules and Regulations relating to use of the Common Elements* and Limited Common Elements**

Noise and Nuisance

1. Noise violations
2. Non-noise nuisance violations, including intimidation and threats

Parking

1. Parking of vehicle in "extreme state of disrepair"
2. All other parking violations

Pets

1. Animals not attended; animals not on their leash or tethered
2. Failure to keep animal waste off landscaping, pick up animal waste, or dispose of animal waste properly
3. Other violations of pet covenants and rules

Trash

1. Using unit or Common Elements* as a dumping ground
2. Discarding items, including cigarettes and ashes, from windows, patios, or decks

Rentals

1. Rental violations
2. Failure to provide updated Rental Leases and renter contact information to the Community Manager
3. Violation of another provision of the Declaration or Bylaws by a renter or owner, including the First Amendment to Bylaws for the Leasing and Renting of Units (passed April 17, 2010 and recorded with Multnomah County on May 19, 2010)

Insurance

1. Failure to maintain insurance coverage for unit, Limited Common Elements**, and personal property
2. Failure to provide proof of insurance to Association

Other

1. Failure to maintain unit or keep in repair
2. Other violations of the Declaration, Bylaws, or Rules and Regulations, of Twenty-One Irvington Condominiums not set forth above

As referenced in Articles 5 and 6 of the Declarations:

* **Common Elements** include the land, pathways, fences, grounds, storage/laundry facilities, parking area (not assigned spaces), roofs, foundations, bearing and shear walls, perimeter walls, beams, columns, girders, landings, stairways, hallways, walkways, landscaped areas, and driveways.

****Limited Common Elements** are areas outside the units but reserved for the exclusive use of designated units (i.e. decks, patios, assigned parking spaces, and assigned storage units).

Appendix B

TWENTY-ONE IRVINGTON CONDOMINIUMS OWNERS ASSOCIATION

Resolution of The Board of Directors

COLLECTION OF UNPAID CHARGES

WHEREAS, "Declaration" is the *Declaration Submitting Twenty-One Irvington Condominiums to Condominium Ownership*, "Bylaws" is *Bylaws of Twenty-One Irvington Condominiums Owners Association*, "Act" is the *Oregon Condominium Act, Oregon Revised Statutes, Chapter 100*, and "Association" is the *Twenty-One Irvington Condominiums Owners Association*;

WHEREAS, "assessments," as used in this Resolution, includes all amounts validly assessed against a Unit Owner ("Owner") pursuant to the Declaration, the Association's Bylaws, Rules and Regulations, and any Board of Director Resolution, including, but not limited to common expenses, interest, fees, fines, attorney fees and all collection costs;

WHEREAS, Article 7, Section 7.5(m) of the Bylaws allows the Association to adopt rules and enforce compliance with the Declaration, Bylaws, and Administrative Rules and Regulations;

WHEREAS, Article 3, Section 3.6(n) of the Bylaws authorizes the Board to enforce provisions of the Declaration, Bylaws and Rules and Regulations, including action to collect unpaid assessments;

WHEREAS, Article 5, Section 5.6 and Article 7, Section 7.7(c) of the Bylaws and the Oregon Condominium Act authorize the Board to establish late charges and fines;

WHEREAS, Chapter 100, Section 100.450 of the Oregon Condominium Act provides that all assessments, together with interest, attorney fees and costs of collection shall be a continuing lien upon the unit against which each such assessment is made;

WHEREAS, Article 5, Section 5.6 and 5.7 of the Bylaws authorize the Board, on behalf of the Association, to bring suit to foreclose the lien against the unit and/or to bring an action to obtain a money judgment against an Owner for damages and/or for unpaid assessments;

WHEREAS, Article 5, Section 5.6 of the Bylaws, and the Oregon Condominium Act provide that Owners shall be obligated to pay reasonable fees and costs

Appendix B (continued)

including, but not limited to, attorney fees incurred in connection with efforts to collect delinquent and unpaid assessments, regardless of whether suit or action is commenced, and/or to enforce the provisions of the Declaration, Bylaws, rules and regulations or the Act;

WHEREAS, assessments are currently due and payable monthly in advance on the first day of every calendar month;

WHEREAS, from time to time Owners become delinquent in the payments of their assessments and fail to respond to the demands from the Board to bring their accounts current, and it is imperative assessment payments are timely received;

WHEREAS, pursuant to Article 5, Section 5.6 of the Bylaws interest at the rate of twelve percent (12%) per annum on all unpaid charges shall accrue;

WHEREAS, the Board deems it in the Association's best interest to adopt a uniform and systematic procedure for the collection of unpaid assessments in a timely manner, and further believes it to be in the Association's best interest to refer these accounts promptly to an attorney for collection so as to minimize the Association's loss of assessment revenue.

NOW, THEREFORE, IT IS RESOLVED, that pursuant to Article 5, Section 5.6 of the Bylaws and the Oregon Condominium Act, there is hereby levied a late fee against any assessment account for any assessment which is not paid in full within ten (10) days of the date such assessment is due; and such late fee shall be five percent (5%) of the unpaid assessment;

NOW, BE IT FURTHER RESOLVED, that the following steps be adopted to provide for the uniform and systematic procedure for the collection of unpaid assessments:

1. All assessments shall accrue interest at the rate of twelve percent (12%) from the date such assessment is first due.
2. If any assessment remains unpaid by an Owner for more than thirty (30) days from the due date for its payment, the Board shall send a notice to the Owner indicating the amount due, including notice of the late fees and interest, and demand for immediate payment thereof. See Exhibit "A" attached hereto.
3. If any assessment remains unpaid by the Owner for more than sixty (60) days from the due date for its payment, the Board may turn over for collection to the Association's attorney ("Attorney"), who shall (a) send a written demand for payment and any notice as required by the federal Fair Debt Collection Practices Act, if applicable; (b) prepare and record a lien against the Owner's unit; (c) notify the Owner within twenty (20) days of recording

Appendix B (continued)

lien has been recorded; and (d) may notify any first mortgage or trust deed holder of the Owner's default; if applicable. The lien amount shall include all collection costs to date, including attorney's fees and the cost of preparing and/or recording the lien, any notice of lien required by law, and any notice to a first Mortgage holder, if applicable. The demand for payment shall notify the Owner of the Owner's liability for payment of charges imposed by Attorney to cover fees and costs associated with all collection efforts. The demand for payment shall include all collection costs to date.

4. If any assessment remains unpaid by the Owner thirty (30) days after the date of Attorney's demand, Attorney shall send Owner a ten (10) day demand letter for payment notifying the Owner that if full payment is not received within ten (10) days of the date of the letter the Association intends to file suit to either obtain a money judgment or foreclose on the lien. The demand shall include the updated amount owing, including all collection costs to date.

5. If any assessment remains unpaid by the Owner ten (10) days after the attorney's ten-day demand letter/notice of intent to file suit, the Attorney shall file suit for a money judgment, unless the Board, after recommendation by Attorney, determines that lien foreclosure is advisable under the circumstances. In such cases, the attorney may file a lawsuit for a money judgment, for foreclosure, or for both a money judgment and foreclosure, as permitted by applicable law.

6. If the Association is successful in obtaining a money judgment, Attorney shall collect on the judgment in this order, unless Attorney determines other actions or another order of collection is appropriate under the circumstances: (1) file and send a ten (10) day demand to pay judgment; (2) garnish accounts, wages and/or rents; (3) levy against any personal and real property; and (4) levy against the unit. Additional steps may be necessary to determine the availability and location of the judgment debtor's assets. If the Association is successful in a suit to foreclose on the lien, Attorney shall proceed as necessary to complete the foreclosure unless otherwise directed by the Board.

NOW, BE IT FURTHER RESOLVED, that all legal fees and costs incurred in the collection of a delinquent account shall be assessed against the delinquent Owner and shall be collected as an assessment as provided in the Bylaws, the Declaration, and/or the Oregon Condominium Act.

NOW, BE IT FURTHER RESOLVED, that all contacts and/or contracts with the delinquent Owner shall be through Attorney. Neither the Board nor any of its agents shall discuss the collection of the account directly with the Owner after it has been turned over to Attorney, unless one of the attorneys is present or has consented to the contact and/or contract.

Appendix B (continued)

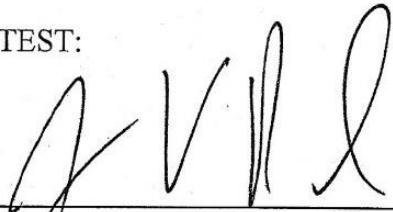
NOW, BE IT FURTHER RESOLVED, that Attorney shall have the discretion to enter into an installment payment plan with a delinquent Owner in appropriate circumstances. In all cases in which a law suit has been filed, any such plan must be secured by a Stipulated Judgment. Any payment plan providing for a down payment of less than the greater of one-third (1/3) of the delinquent balance or twice the current monthly assessment, or a duration in excess of twelve (12) months shall require approval of the Board chairman.

NOW, BE IT FURTHER RESOLVED, that Attorney, in its initial demand notice, shall communicate to Owner that the account has been turned over to it for collection, and that all payments are to be made to Attorney until the account has been brought current. The Association hereby grants to Attorney its limited power of attorney to endorse for deposit checks made payable to the Association (or its agent management company, if any) in satisfaction of accounts sent to Attorney for collection. Attorney shall deposit all payments in its trust account. All amounts collected shall be disbursed by Attorney according to the provisions of the Association and Attorney representation agreement.

NOW, BE IT FURTHER RESOLVED, that nothing in this Resolution precludes the Board from taking further action in the collection of unpaid assessments permitted by the Association's governing documents or applicable law, including, but not limited to, adopting or enforcing rules regarding the termination of utility services paid for out of assessments of the association and access to and use of recreational and service facilities available to owners and, after giving notice and an opportunity to be heard, terminate the rights of any owners to receive such benefits or services until the correction of any violation covered by such rule has occurred.

NOW, BE IT FURTHER RESOLVED, that a copy of this resolution shall be sent to all Owners at their last known address.

ATTEST:



Chairperson, Board of Directors,
Twenty-One Irvington
Condominiums Owners Association



Secretary, Board of Directors
Twenty-One Irvington
Condominiums Owners Association

Date: 3-13-07

Appendix B (continued)

EXHIBIT "A"

**SAMPLE DEMAND LETTER TO BE SENT BY BOARD OF DIRECTORS ONCE
ASSESSMENTS ARE 30 DAYS PAST DUE**

[Date]

John Doe
111 S.W. 11th Avenue
Portland, OR 97111

RE: NOTICE OF UNPAID ASSESSMENTS

Dear Mr. Doe:

The records of Twenty-One Irvington Condominiums Owners Association show that your assessment account is now past due. Our records reflect the following:

Principal Assessments Due:	\$ _____
Accrued Late Charges:	\$ _____
Accrued Interest:	\$ _____
Total Due:	\$ _____

Demand is hereby made for immediate payment of the balance in full. If you have any questions, please contact the undersigned.

Your prompt payment of the balance due is appreciated.

Sincerely,

Jane Smith
Chairperson, Board of Directors