

THE VAUX CONDOMINIUMS
RULES HANDBOOK
A COMPILATION FOR EASY REFERENCE
2008

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Introduction

A condominium is a community where people of diverse ages and backgrounds live in close proximity to one another, sharing the common elements of the building that is their home. It is the sincere intention of the Vaux Board in publishing these Rules that the Vaux be a true community of neighbors who know, like, and respect each other. It is the Board's responsibility to adopt Rules to cover more specifically what constitutes the conduct of good neighbors. (Bylaws 7.21) The rules are published for easy reference, but are not intended to modify the governing documents of the HOA including policies established by the Board.

The Board is also responsible for ensuring that the property is kept in the finest condition possible to preserve the value of your investment in your condominium.

In many important respects, living in a condominium is different from living in a private home, an apartment or a dormitory. Condominium living places restrictions on a resident's activities-such as the volume of noise tolerable from a stereo, or the kind of pet one may own-that are either not an issue or not enforceable in a neighborhood of private homes. In addition, owners have a social and monetary interest in the upkeep of the building, which they own in common.

In purchasing at the Vaux, we all agreed to abide by the Declaration of the Vaux Condominiums, the Bylaws of the Vaux Condominiums Owners Association, and by implication, the House Rules. The maintenance of the value and the livability of our condominium require the interested participation of all members of the Association in the quality of life offered by the Vaux Condominium, both as a community in which we participate and as a property that we maintain.

Security

The Vaux is your home and everyone living here should be as aware and forceful with regard to protecting the security of the building as if it were a private home. It is difficult to deny access to the building to people that appear to have a reason to enter, but the homeowners and tenants must be assertive in this regard. Otherwise, there is effectively no security in the building beyond the lock on your door.

- **Do not admit any persons unknown to you 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 phone. If the party they are visiting is not home, then they have no reason to be in the building, so there is never a good reason for giving a stranger access to the lobby.
- Tell your guests not to expect to enter the building without using the security systems and ask them not to expect other people entering the building to let them in.
- Vehicles entering and exiting the garage should wait in view of the door to insure that it fully closes behind them.
- Insure that all exterior doors are closed properly behind you.
- Immediately report all suspicious activity to the Portland Police. For non-emergency situations, call (503) 823-3333.

Information Required From Residents

All owners, including absentee owners, will maintain on file with the Property Management Company, a complete copy of the **Owner and Tenant Information Forms**. Any changes affecting the accuracy of the information originally provided must be reported to the Property Management Company.

- If you rent or lease your unit, please be sure the Management Company is notified of your tenant's name, move in date, and the automobile description each time there is a change of tenants.
- The **Owner and Tenant Information Forms** must be signed before occupancy by the new owner or tenant and returned to the Property Manager.

Occupancy

No more than six persons may live in a Primary Unit on a permanent basis. (Bylaws 7.2)

CHILDREN

Children are welcome at the Vaux. No one is permitted to play in the hallways, stairways, lobby, garage, or elevators. For safety reasons, at no time shall young children be in the garage and courtyard unsupervised.

SMOKING

Smoking is prohibited in all common areas including the interior parking structure, the hallways, elevators, lobby and courtyard. This also includes decks, balconies, front porches, terraces of the condominium courtyards and balconies (Bylaws 7.24).

NOISE AND NUISANCES

No nuisances or noxious, offensive or illegal activities shall be allowed in the Condominium, nor will any practices or behavior that the Board deems to unreasonably interfere with the peaceful possession or proper use of the Condominium by other Owners. (Bylaws 7.9)

- **Unit occupants and their guests shall exercise extreme care not to make noise, which may disturb other occupants or guests, including the use of musical instruments, amplifiers, radios, stereos, and televisions.** Speakers for audio equipment may not be mounted on or against wall or on floors without an adequate sound barrier to prevent vibration and transmission of base sounds outside the Unit.
- **Excessive noise is defined as any noise from stereos, television, musical instruments, other devices or activities that can be heard in other units through the walls, ceilings, floors or hallways.** Vibrations from audio equipment that can be felt in other units are also excessive noise and are therefore prohibited. If an Owner or Tenant is requested by their neighbors to reduce the volume of a stereo, television, or musical instrument, the Owner or Tenant must cooperate and turn the volume down to where it cannot be heard by neighbors through the structure of the building.
- The hours during which the courtyard may be used by Owners or occupants of Primary Units shall be generally limited to no earlier than 8 am and no later than 10 pm (Bylaws 7.22).

It is impossible to eliminate all noise from balcony to balcony or through open windows in the summer. Owners and tenants are encouraged to be conscious of their neighbors and to make an effort to honor requests that outside noise from guests or conversation be moderated. No stereo speakers or radios may be placed or played on balconies or in windows. On the other hand, 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 the House Rules.

INSURANCE

Each Owner shall obtain, at his/her own expense, insurance covering personal property and liability. Renters are strongly urged to purchase a "Renter's Policy." The Association's policy covers the building's common elements and liabilities only. (Bylaws 9.1)

FIRE SAFETY

No Unit Owner shall be permitted to use or store any propane grill, barbeque or turkey fryer on a porch, balcony, patio, or within any Unit. The Owners of certain Primary Units shall be permitted to use natural gas fired barbeques for use with the natural gas hook up on the balcony or patio adjoining such Owner's Primary Unit (Bylaws 7.18).

Renting or Leasing

Owners who rent or lease their units shall submit the following to the Management Company prior to the owners or tenants move-in date:

1. **The Owner and Tenant Information Forms** with the name(s) of the tenant(s) and all persons who will be living in the unit, as well as the duration of the lease. Any subsequent changes to the information originally provided must be reported to the Management Company within 30 days of the change.
2. Upon commencement or termination of a rental or lease, owners or tenants must notify the Management Company of their intended move-in or move-out date, so as to reserve the elevator and to insure compliance with the Move-in and Move-out policies.

Owners are responsible for the actions of their tenant(s) and must furnish the tenants with keys to the unit, as well as a copy of the Declaration and Bylaws of the condominium and any supplement or amendments thereto, and a copy of The Vaux Rules Handbook (available from the Property Management Company). Owners shall be responsible for the conduct of their lessees, tenants, and guests at all times. (Bylaws 7.1-7.1.7)

Community Rules

COMMON AREAS

DAMAGE TO COMMON AREAS. Maintenance, repairs, and replacements to the common elements will generally be made by the Association and charged to all Owners as a common expense. However, if such maintenance, repairs, and replacements are necessitated by the acts or omissions of an Owner or their tenant, the Owner responsible will be charged.

COMMON AREA APPEARANCE 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, no permanent or seasonal decorations or ornaments of any kind are permitted on the exterior of the units, either attached to the door, floor, balcony or patio. Floor mats are not permitted, except for temporary situations to protect the hall carpet from construction dust.

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. The lobbies, vestibules, public halls, and stairs shall be used only for normal passage.

The Association assumes no liability for any loss or damage to articles stored in any common element or other storage area.

SMOKING. Smoking is not permitted in any common area, including the lobby, garage, hallways, and stairwells. (Bylaws 7.24) Residents who violate this rule, or allow their guests to violate this rule, are subject to fines.

PARKING GARAGE (bylaws 7.13)

- Parking spaces are limited common areas, not personal property. Only wheeled vehicles may occupy parking spaces. Household goods, auto accessories, and other items shall not be stored in or around parking stalls on either a temporary or permanent basis.
- No vehicle should protrude from its parking space so as to obstruct or partially obstruct access to another parking space, particularly perpendicular parking spaces.
- Parking spaces are intended for one vehicle only. If more than one vehicle is parked in a single space, the vehicle(s) must not protrude so as to take up more than the allotted space. If the storage of multiple vehicles in one parking space causes an obstruction or a risk to other drivers the Board may request that any vehicles more than one be removed.
- Rental of assigned parking spaces is allowed only to another resident of the Vaux Condominium. Anyone renting his or her assigned spot to another resident must inform the Property Manager of the renter's name and the license and make of the car to be using the space.
- Owners are permitted to allow non-resident family members or short term guests to use their parking space(s) when visiting the Owner. The license plate number of any car parked in the building on a regular basis should be noted to the Management Company.

- Vehicles parked in unauthorized spaces will be towed at the vehicle owner's expense.
- It is the responsibility of the owner/resident to maintain their space in a clean condition, free from the build up of leaking oil, brake fluid, etc.
- Parking in loading areas is limited to a maximum of 30 minutes. At no time may a vehicle be parked so as to block the egress of other drivers through the garage. No car may be left unattended at a loading area for more than 30 minutes.
- The maximum speed limit in the garage is 5 mph at all times.
- All maintenance on vehicles is prohibited in the garage area.

STORAGE ROOMS

- Security of each storage room is the responsibility of the storage room owner. The Association will not be responsible for loss of any property due to theft, damage, fire, etc.
- Nothing of a volatile, inflammable, odorous nature shall be stored in any storage room, nor anything that poses a health or safety hazard of any kind. No perishable food or other items that might attract insects or rodents may be stored in storage rooms.
- No storage room is to be rented to someone who is not an owner or a registered tenant of the building.
- No animals of any kind are permitted in the storage rooms.
- No items may be stored on top of or adjacent to any storage room.

REFUSE DISPOSAL

The Association members share a common interest in seeing to it that garbage and recyclable waste are disposed of cleanly and in good order. Waste disposal is an expense of the Association that owners and residents can control by packaging and disposing of waste, glass and paper in a clean and efficient manner.

GARBAGE CHUTE. All refuse disposed of in the garbage chute shall be bagged and appropriately sized for the chute. If the garbage chute or compactor becomes clogged or damaged through the negligent use of an Owner, a fine will be levied. Nothing should ever be left in the garbage chute rooms.

RECYCLABLE. All recyclable material shall be disposed in the recycling room. Cardboard boxes should be flattened and bottles and cans should be rinsed.

DECK MAINTENANCE POLICY

- Nothing shall be 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, and mops.
- No radios may be played or stereo speakers placed on the balconies or decks. Wind chimes are not permitted.
- No items may be stored on decks or balconies except patio furniture and accessories, potted plants in appropriate receptacles. There are a few units that have the appropriate built in hook up for natural gas barbeques otherwise barbeques, except electric are not permitted.
- Nothing is to be kept on balconies that may detract from the appearance of the building, including but not limited to bicycles, ladders, storage boxes, indoor furniture. 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.
- The cleaning of decks and watering of plants shall be performed in a manner that will not create a nuisance to lower and adjacent units. Pots should have adequate saucers or containers underneath to prevent water running down on to decks or the sidewalk below. Decks and balconies may not be used for beating rugs, carpets or shaking dust mops.
- No items of any kind may be thrown from balconies and decks onto the street, sidewalk or another neighbor's deck, including cigarettes or ashes.
- No antennas or satellite dishes shall be placed in a location where visible from the exterior of the building.
- Window coverings visible from the exterior of the building shall be of an appropriate material. Roll paper, posters, plywood, aluminum or other foil, and similar material shall not be considered appropriate window covering.

Pets

- No animals or fowl shall be raised, kept or permitted within the Condominium, except domestic dogs, cats, or other household pets (Bylaws 7.15).
- When in common areas, all pets shall be leashed and attended at all times. Each person bringing or keeping a pet in the building shall be liable to the other Owners, their family members, guests, or Tenants for any damage to persons or property caused by the pet. Owners must be able to keep their pets from jumping up on other people while in the common areas of the building.
- Pet owners are urged to take their animals away from the building and the trees in the sidewalk surrounding the building to relieve themselves. The care of the trees and other landscaping around the building is the responsibility of The VAUX Condominiums Owners' Association; we must maintain them and, per city ordinance, the Association must replace them if they die. Owners are reminded that Portland has a "poop scoop" law and that all waste must be removed.

- No pets shall be permitted to run at large or be kept, bred or raised for commercial purposes or in excess of four per Primary Unit.
- Any inconvenience, damage or unpleasantness caused by pets shall be the responsibility of the Unit Owner(s). The cost of cleaning and deodorizing any common area due to a pet's accident is the pet owner's obligation. The pet owner is expected to handle removal of the original accident immediately. In the event a pet soils a common area and the owner does not clean up after the pet without delay, such an occurrence will be treated as a nuisance and the Owner may be subject to a fine. (Pet owners have immediate responsibility for their pets, but Unit Owners may be held accountable for tenants who do not control or clean up after their pets.)
- It is not acceptable for a pet to soil the common areas, or bark excessively either in the Unit or in the common areas, or threaten other people in the building in any way. At the discretion of the Board, persistent offenses that result in complaints from neighbors are subject to fines and/or a request for the removal of the pet from the building.
- An owner may be required to permanently remove a pet from the condominium after receipt of two notices in writing from the Board of Directors of violations of any Rule, Regulation or restriction governing pets within the Condominium.

Construction or Alteration

REMODELING AND REPAIRS

Alterations to either the Owner's primary unit or to any part of the building affecting the Common Elements require written approval of the Board. Building common elements consist of everything in the condominium except the airspace within a unit, including building structure and interior walls or chases where mechanical, electrical, plumbing, or any other system serving the building may be located. Common or demising walls between units are also considered common elements. Any work that negatively affects the acoustic performance of the demising walls will not be permitted. The acoustic performance criteria are available through the Property Management Company. Any Owner considering alterations to their unit must consult the Bylaws and abide by all the regulations and restrictions governing modifications and the approval process. (Bylaws 7.5)

- The Board of Directors shall consider granting approval for alterations only after the Owner submits a complete written description of the work to be performed.
- In the case of alterations involving building common elements as described above, the Owner will be required to submit a complete set of architectural, structural, mechanical, electrical, plumbing or other relevant plans and specifications for review by the Association and any professional(s) hired by the Board of Directors to assist it. The Owner is responsible for payment of costs associated with such professional reviews. The Board of Directors may impose such conditions on its approval of an Owner's request to modify the building common elements as the Board, in its discretion, considered appropriate.
- The Board of Directors reserves the right to observe the work while in progress in order to insure that common elements are being protected, and that alterations are following the approved plans and specifications.

CONTRACTOR'S CHECKLIST

For renovations to any unit affecting common elements as described above, the Unit Owner is responsible for the actions of their contractors. In order to minimize any disturbance of other Owners in occupied units during construction, the following rules must be observed by the contractor(s).

CHECKLIST:

1. Construction Hours: 8:00 a.m. to 4:00 p.m.
2. Insurance. All contractors must submit to the Board via the Property Manager evidence of liability insurance at least 48 hours prior to starting any construction.
3. Permits. Prior to starting construction, contractor must present to the Board via the Property Manager copies of all permits required by law for the work to be done, as well as copies of the building permits signed by an inspector at each phase of construction. Such permits include: Building, Plumbing, Mechanical (Dryer or other venting), Electrical, Sprinkler. Before

the conclusion of work, contractor must present a Fire inspector sign-off for sprinkler locations in the event that sprinklers have been moved or added.

4. Damage to common elements. Owners are responsible for any damage caused to common elements by their contractors. Owners are also responsible for the cleaning of construction dirt or dust that is tracked into hallways. If a particular project soils the hallway carpet or other common elements sufficiently as to require additional cleaning services, the Owner may be charged for these services.
5. Elevator. Owners must arrange building access for their contractors and large deliveries through the garage only. For move-ins of cabinetry or large items, Owners should arrange with Property Manager for the key to lock the elevator to facilitate faster delivery. Only the padded elevator may be used by contractors or for large deliveries. Under no circumstances are contractors permitted to tie up both elevators at the same time.
6. Noise. Entry doors must be kept closed during construction to minimize noise and dust in hallways and to other units. Radio volume must not be excessive.
7. Waste. Vaux Condominium dumpsters may not be used for construction debris and garbage chutes may not be used for disposal. Contractors must arrange disposal of all of their own debris and waste, including fixtures that are removed from a unit.

Open Houses & Unit Sales Issues

OPEN HOUSES

Owners or their realtors holding an open house for purposes of selling or renting a unit must have prospective buyers call from the front door for admittance to the building. At no time may a realtor or an Owner prop the door for either the building or the elevator on public view. Should this occur, it will be considered a serious violation of the security of the building for which the Owner may be held liable for fines at the Board's discretion.

DECLARATION AND BYLAWS

Owners selling their units must see that a copy of the Declaration and Bylaws of the condominium, and any supplement or amendments thereto, financial statements, and a copy of The Vaux Condominiums Rules Handbook are available to a purchaser BEFORE the Sale Agreement is fully executed by all parties. This package of documents is available from the Property Management Company. Prospective renters/lessees must also be provided with **copies of the Declaration and Bylaws of the condominium and any supplement or amendments thereto, and a copy of The Vaux Rules Handbook**. Note: Questions or clarifications of rules should be referred to the Rules Committee for advice prior to entering into a sales agreement.

SIGNAGE

No residential units may display signage (i.e. For Sale) from their units; temporary signs advertising an open house may be posted on the street for the duration of the open house. No signage is permitted in the common areas without prior written approval from the Board of Directors. Bulletin boards are available in the basement level elevator lobbies for the posting of small notices, etc. (see Bylaw 7.16)

Move In and Move Out Policy

SCHEDULING OF MOVE

Prior to your move, contact the Property Management Company fourteen days in advance from 8:00 a.m. to 5:00 p.m., Monday through Friday to schedule your move. The policy applies to owners and tenants.

MOVING HOURS

8:00 a.m. to 5:00 p.m., Daily

MOVING FEES

Move In Fee: \$200.00 Move Out Fee: \$200.00

The moving fee must be paid through the Property Management Company at the time of reservation of the elevator—14 DAYS in advance of the move.

- Only one move in the building is allowed per day to ensure one elevator is free for regular traffic.
- Only one elevator may be used for the move.
- There will not be a charge for single item moves, i.e., delivery of a couch, etc.; however, please contact CMI to have the pads put up to protect the elevator.

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 must not be disposed of in the garbage chute. These materials should be disposed of in the Recycling Room located on the first floor of the garage. Flatten all boxes and place materials in the appropriate containers. If your material cannot be recycled, dispose of it in the oversize trash bin.

DAMAGE TO BUILDING AND COMMON AREAS

The Owner of Record is responsible to the Homeowner's Association for damage to the building and common areas which is caused by the move.
(bylaws 8.1.2)

Procedure on Fines

The Bylaws authorize the Board of Directors to levy fines for violations of the Declaration, the Bylaws and/or the House Rules passed by the Board. Complaints about violations must be in writing, with specifics, and sent directly to the Management Company, who will then distribute them to the Board for review. The Board will authorize all fines only after notice has been sent to the owner and an opportunity for the owner to be heard has been offered. The Board may issue up to two warnings, at their discretion, before levying a fine against the violator. Before a fine is levied, the owner may request a hearing by the Board. The owner must do so within the time designated by the Board in its notice of the possibility that a fine may be levied. Once a hearing with at least three Board members in attendance has been conducted, the decision of the Board is binding.

FINES

First violation: \$75

Second violation: \$150

Third and subsequent violations: \$300

Fines will be attached to the Association assessment for the month following the fine and will be subject to the same collection procedures as other elements of the assessment. Collected fines will be deposited to the reserve fund of the Association.

ASSOCIATION FEES

GENERAL RULES. Monthly Association fees are due and payable on the first of each month and will be considered delinquent if not received by the Management Company by the end of the month. Coupon books will be provided to the Owners. Monthly statements of past due accounts are a courtesy reminder. Owners are responsible for making their payments on the due date, regardless of whether or not a coupon book or statement is received. Extraordinary assessments must be paid within the time frame specified in the notification.

Sellers and Purchases are responsible for notifying the Management Company in writing of any change in Ownership or address, and such changes shall be submitted in writing to the Property Management Company.

LATE FEES. Homeowner Association fees are due on the first of each month. These fees are considered delinquent by the end of the month. A late fee charge of \$25.00 will be levied against the Owner for accounts past due of the recurring monthly fee (as of the end of each month) until made current. This late fee charge will be treated in the same manner as a special assessment and will be collected through procedures established by the Board.

PENALTY ASSESSMENT/LIEN AGAINST PROPERTY. Owners will be given written notice of past due accounts. If accounts remain unpaid for a period of ninety (90) days, a notice of intent to lien will be mailed. If the account is not brought current within ninety (90) days of the first due date, a lien will be filed against the Owner for non-payment.

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 a lien being removed.