

# THE VAUX CONDOMINIUMS



**HANDBOOK OF RULES**  
*a compilation for easy reference*  
**2019**

# TABLE OF CONTENTS

<b>Introduction</b>	<b>3</b>
<b>Security</b>	<b>4</b>
<b>Information Required from Residents</b>	<b>5</b>
<b>Occupancy</b>	<b>6</b>
Children	6
Smoking	6
Noise & Nuisances	6
Insurance	7
Fire & Safety	7
<b>Renting &amp; Leasing</b>	<b>8</b>
<b>Community Rules</b>	<b>10</b>
Common Areas	10
Parking Garage	10
Storage Rooms	11
Deck Maintenance Policy	11
Screens and Exterior Unit Doors	12
Pets	13
TV Options	14
<b>Refuse Disposal and Recycling</b>	<b>15</b>
<b>Unit Alterations and Modifications</b>	<b>16</b>
<b>Open Houses &amp; Unit Sales Issues</b>	<b>19</b>
Open Houses	19
Declaration & Bylaws	19
Signage	19
<b>Move-In and Move-Out Policy</b>	<b>21</b>
Scheduling of Move	21
Moving Hours	21
Moving Fees	21
Boxes & Packing Material	21
Damage to Building & Common Areas	21
Security	22
Fines	22
Exceptions	22
<b>Procedure on Fines</b>	<b>23</b>
Fines	23
Association Fees	23
Late Fees	24
Penalty Assessment / Liens	24
<b>Maintenance Practices for Owners</b>	<b>25</b>
Smoke Alarms and CO2 Monitors	25
Refrigerator Filters	25
HVAC	25
Window Screens	25
Washer and Dryer	25
Insurance	25

# INTRODUCTION



*Welcome to The Vaux !*

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 of Directors in publishing these Rules that The Vaux be a true community of neighbors who know, like, and respect each other.

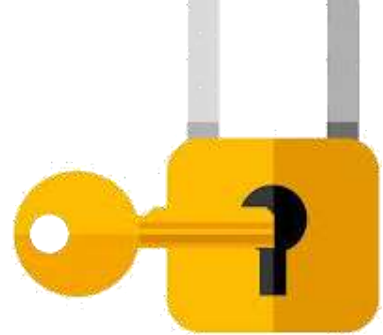
It is the Board's responsibility to adopt Rules to cover more specifically what constitutes the conduct of good neighbors. (*Bylaws 7.21*) The rules are published for easy reference, but are not intended to modify the governing documents of the Owners' Association, including policies established by the 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 condominiums require the interested participation of all members of the Association in the quality of life offered by The Vaux Condominiums, 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. It may seem awkward, but simply say:

*“I’m sorry, I don’t recognize you.”*

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.

Ensure 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. You are required to give The Management Company a full copy of your lease or rental agreement including termination date.

The Owner and Tenant Information Forms must be signed before occupancy by the new owner or tenant and returned to the Property Manager.

Be sure to read through move-in and move-out requirements as well as specific rules on renting and leasing units and the definitions of terms.

# 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.

## NO SMOKING

*Section 7.24.* Smoking Prohibited. Effective as of 90 days after the recording of this amendment (*recorded on 2/10/2014*), smoking of tobacco or other products is prohibited on or within all common element areas of the Condominium, including both general and limited common element areas, and within all units in the Condominium. Without limiting the generality of the foregoing, this prohibition applies to all general and limited common element areas of the Condominium, whether indoors or outdoors, including, without limitation, patios, balconies, garages, private streets, lobbies, hallways, walkways, landscaped areas, and within all Condominium units. Smoking is defined to include carrying, burning or otherwise handling or controlling any lighted or smoldering product containing tobacco or any other product or substance capable of being smoked and inhaled, including, but not limited to, cigarettes, cigars, and pipes. Each owner is responsible for the compliance with this rule by the owner and all residents within the owner's unit, and for all guests and invitees of such owner. A violation of this prohibition may result in a fine pursuant to the Association's fine schedule as adopted and amended from time to time by the Board of Directors.

## 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*)

With regard to charcoal grills, in accordance with the 2010 Oregon Fire Code (*OFC 308.1.4*): Charcoal grills may be used if:

- The grill is at least 10' from any combustible construction, OR
- The balcony or patio is protected by an automatic fire sprinkler system.

The use of charcoal lighter fluid or self-lighting briquettes is prohibited. The recommended method of igniting charcoal briquettes is with an electric charcoal igniter.

This policy supersedes any previously published policies of the Board of Directors of The Vaux Condominium.

## RENTING OR LEASING



The Vaux Bylaws and Declaration limit units that can be rented or leased to 30%. (*Bylaws 7.1.5*) You must apply to the association for permission to rent or lease your unit. Any such use must be for a minimum of 30 days. There are special requirements for deposits for units that are rented or leased. 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. Owners and Tenant information Forms with name(s) of the tenant(s) and all persons who will be living in the unit, as well as the duration of the lease/rental agreement with a specific termination date. Any subsequent changes to the information or upon new renting or leasing must be reported to the Management Company within 30 days of the change or new agreement.
2. Pursuant to the move policy of the Association, the OWNER is responsible to notifying the Management Company of any move out or move in at least 14 days prior to the move so that arrangements for security and padding of the elevator can be made and achieve compliance with all related Association rules and policies.
3. To be active on the rental list, owners are required to make a deposit with the Association through the Management Company of a Move in fee, a move out fee, and a \$200 damage deposit. The owner's deposit is to ensure that these fees are paid prior to move in and move out. If move ins or move outs occur without payment of required fees, the fee will be deducted from the owner's deposit; and the affected unit of the owner will be suspended from the rental list until the full deposit is reinstated. If 90 days transpire without reinstatement of the deposit the unit will be removed from the approved rental list. If damage occurs in excess of the damage deposit, the owner is required to pay the balance of repair costs. It may be helpful to owners on the approved rental list to reference these specific requirements in their rental or lease documents.

In order to manage the rules in a fair and equitable manner for all owners, once rental approval is issued, the owner must secure a tenant within 90 days of the date the approval is issued. If the owner fails to secure a tenant within the 90 days, the approval is revoked. The owner may then re-apply for approval and be subject to the existing restrictions, including being put at the end of the waiting list, if such list exists.



The rental waiting list is maintained by the Management Company. Individual owners on the waiting list may NOT trade places with other owners on the waiting list.

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 Vaux Condominiums and any supplement or amendments thereto, and a copy of the current version of The Vaux Rules Handbook (*available from our website, **thevaux.com** and from the Management Company*). Owners shall be responsible for the conduct of their lessees, tenants, and guests at all times.

*(Bylaws 7.1 – 7.1.7)*

Implementation of the owner deposit will be required by 90 days after adoption by the board of this revised rule (*adopted January 22, 2019*). If the deposit is not paid, the owner will be removed from the rental list at the conclusion of the current rental agreement on file with the Management Company. Owners may then apply to be on the rental list subject to restrictions, including being placed at the bottom of the waiting list. If no current rental agreement is on file with the Management Company, the unit will be immediately removed from the approved rental list.



Kindness  
Matters.

# COMMUNITY RULES

## COMMON AREAS — DAMAGE

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 or guests, the Owner responsible will be charged.

## COMMON AREAS — 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.

## COMMON AREAS — NO 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 tenants or guests to violate this rule, are subject to fines.

## PARKING GARAGE

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. (*Bylaws 7.13*)

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 area.

## **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.

## **WINDOW SCREENS AND EXTERIOR UNIT DOORS**

Owners are responsible for the maintenance and replacement of window screens, but all screens must be constructed of black metal frames with black screen material to maintain a consistent look for the building.

The COA will be responsible for Unit exterior door normal wear and tear and eventual replacement. Unit owners will be responsible to reimburse the COA for repair of damage caused by the owner, owners guest, or tenant.

Exterior doors are defined to include:

- Doors to the common hallway
- Doors to the Exterior of the building

For information, at the time of the drafting of this resolution, screens may be acquired from the original provider Jeld-Wen. Their contact phone is currently 888-409-2854. Original screens may have a label on the top edge of the screen with a series of letters and numbers describing the window screen size. Replacements can take several weeks and cost around \$60 each.

## **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.

## **TV OPTIONS**

Owners now have 3 choices for television reception:

- Comcast Cable Services
- DirecTV Satellite Service
- Over-the-Air Reception Device (OTARD) for standard channels.

After a nominal installation fee, OTARD service is free. Those who have made the switch report that reception is good. For Over-the-Air service questions, and to schedule installation, contact Able Communications @ 503-284-9009. For Direct TV contact AT&T.

# REFUSE DISPOSAL AND RECYCLING



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 ITEMS

All recyclable material shall be disposed in the recycling bin provided. Cardboard boxes *MUST* be flattened and bottles and cans should be rinsed.

### *RECYCLING REGULATIONS REQUIRE:*

- Batteries go in the battery bin.
- Old Light bulbs go in the light bulb bin.
- Glass jars and bottles (please rinse first) go in either glass bin. All other types of glass go in the Trash bin.
- Clean paper (newspapers, and plain paper). No tissue paper, paper soiled by food, paint, oil, or other contaminants. (Soiled paper must go in the Trash). Grocery bags go here but separately. No contents even if they are recyclable. Junk mail and magazines can be recycled here, if they are clean and contain no plasticized paper.
- Flattened cardboard boxes (a utility knife is located near the recycle bin for your use). This does not include soiled pizza boxes and boxes with any contents. Recyclable contents go in the bin separately.
- Clean metal (no grease or oil), including cans and can lids (rinsed). (These may include the label, although the labels may go in separately with clean paper.)
- Clean plastics showing a recycling logo with a number inside. This does NOT include container lids; these must go in the Trash). Plastic bags, foam, and any plastic without a recycling logo go in the Trash.

# UNIT ALTERATIONS AND MODIFICATIONS



*(revised March 2019)*

When owners desire to make changes to their unit in The Vaux, owners may be required to obtain approval from the Community Manager, the Architectural Review Committee and/or The Vaux COA Board. Units consist of the space within the demising walls that separate your unit from other units or common spaces or elements of the building. Balconies, decks, corridors and porches are common elements.

There are three categories of project types: Simple, Minor and Major all of which are summarized below.

**1. Simple Projects:** These are changes that do not require submittals or approvals.

*Examples of simple projects include:*

- Painting with low VOC paints.
- Replacing carpets without disturbing sound proofing.
- Hanging pictures inside the unit and repair of existing appliances. Wall attachments on demising walls are limited to no greater depth than  $\frac{3}{4}$  of an inch.
- Replacement of installed appliances by competent professionals (refrigerators, stoves, washers, dryers, gas grill) in the existing locations and the same connection to building systems.
- Built-in closet installations or upgrades.
- Installing or modifying window coverings.
- Periodic replacement of smoke or carbon monoxide detectors.
- Replacement of light fixtures.

Simple Projects must conform to limitations on hours of work and impact on neighbors. Even though no insurance certificates are required for these projects, owners are responsible for any damage or liability to other units or damage to building systems and common elements.

**2. Minor Projects:** These are improvements that *require approval and/or inspection* of the Community Manager to ensure compliance with Building systems. The Community Manager inspection is not for code compliance, but only for serviceability and maintainability with building systems. Building permits may be required from the City with inspections for code compliance. It is the owner's responsibility to ensure permits are acquired and work is inspected by both the City and Community Manager.



Minor projects are reviewed administratively to ensure that work is consistent with building systems and meets the requirements of minor projects, and that adequate insurance and guarantees are in place.

*Examples of Minor Projects include:*

- Repair or replacement of flooring that does not require any floor penetration(s) for installation (floating floors). Any such modification must meet Vaux soundproofing and insulation specifications.
- Installation of new additional appliances (refrigerators, stoves, ovens, microwaves, washers, dryers, gas grills, and fireplaces) .
- Replacement or additions of kitchen or bath cabinets or counters .
- Replacement of installed plumbing fixtures such as toilets or faucets .
- Modification of fireplace and fireplace façade .
- Modification of electrical outlets or circuits.
- Modifications or additions to the unit's plumbing, if such modifications or additions do not alter or add any in-wall, in-floor, or in-ceiling plumbing and are wholly within the space of the unit definition.
- Minor Projects must conform to limitations on hours of work and impact on neighbors. Submittal of project information insurance certificates, permits, and other requirements are required for these projects, owners are also responsible for any damage or liability to other units or damage to building systems and common elements. Owners are responsible for Community Manager costs for review and inspection, payable to the HOA, as well as all permit fees.

**3. Major Projects:** These are improvements which *require approval* of the *Community Manager*, the *COA Architectural Review Committee*, and *COA Board*. The COA Board may require professionals to be called upon for advice to the COA. Such review and approvals are not for code compliance, but only for serviceability and maintainability with building systems and compatibility with common element design considerations. Building permits may be required from the City with inspections for code compliance. It is the owner's responsibility to ensure permits are acquired and work is inspected by both the City and the Community Manager.

*Examples of Major Projects are:*

- Movement or installation of any wall where fastening to floor or ceiling is required.
- Modifications to the unit's HVAC system.
- Modifications of or additions to the unit's in-wall, in-floor, or in-ceiling plumbing that alter or change such plumbing.
- Modifications of, or additions to, the unit's electrical system panel or circuits.
- Modifications of, or additions to, the unit's natural gas lines.
- Modifications of or additions to, or changes that affect, the fire sprinkler system.

- Remodel of kitchen or bathrooms involving relocation of appliances, and/or movement of building system connections such as plumbing for water or sewer or gas.
- Modification to demising walls or ceilings structures. Any such modifications must meet Vaux soundproofing and insulation specifications.
- Modifications, including or replacement of floor where floor is not floating – i.e., penetration to the floor structure or sub-floor is required. Any such modification must meet The Vaux soundproofing and insulation specifications. *Note:* the first floor of The Vaux is post tension concrete and no floor penetration is allowed without testing and inspection prior to work.
- Moving, constructing, or demolishing interior walls.

**NOTE:** If during the course of a project, the work moves from one project classification to another, work of the higher classification cannot proceed until appropriate approvals as identified for that classification are granted.

## **INSURANCE AND OWNER RESPONSIBILITY**

All but simple projects at The Vaux must follow and adhere to the requirements outlined in The Vaux Contractor Regulations. You as a unit owner are responsible for the actions of your contractor and we strongly suggest that you read and review these requirements with your contractor. Also all contractors must be licensed, bonded and carry a minimum of \$1,000,000 liability insurance. You will need to submit a certificate of insurance with The Vaux Condominium Association as an additional insured prior to starting the project.

Forms for each type of project are available on The Vaux website, **thevaux.com**, or from the Community Manager. You may also obtain The Vaux Contractor Regulations and the official board authorization information for the Architectural Review process on The Vaux website. When your project plans and your forms are complete send the forms and associated documents to the Community Manager.

**NOTE:** For a complete discussion with diagrams, see the Unit Modifications and Alterations document.

# OPEN HOUSES AND 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 our website, **thevaux.com**, and 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. (*Bylaws 7.16*)

The following signage specifications were adopted at the Board of Directors Meeting held on May 22, 2007:

- Sandwich board-type signs OK on the day of an Open House.
- Signs may be placed on easel inside the unit.
- First floor units can have easels with sign boards inside the unit, but they must be professionally printed.
- Flyers are OK if placed in a discreet location on first floor units.
- A security plan must be part of the application for any Open House.

- Standard sign size to be 24" x 36".
- Approving sign requests will be delegated to The Management Company, who may approve them as long as the request conforms to this policy.

Please review below carefully before moving! Effective beginning December 1, 2021.

## **Move Procedure**

- All moves are scheduled with the management company
- Requests are to be submitted at least 14 days prior to the move.
- Moves are scheduled on a first-come first-serve basis. Only one move can occur at a time.
- Moves are to be scheduled between 8am-5pm Monday through Saturday.
- All new residents are required to complete the mandatory orientation to The Vaux prior to or at the time of the move-in.

## **Move Coordination Fees**

Move Coordination Fees are paid on or prior to transfer for all events including unit sale, rental, staging, moves (in or out) and/or resident changes as defined below. There are no exceptions for ANY event including but not limited to ground floor units with street access, furnished units or Vaux residents moving from one Vaux unit to another. Move fees are not based on the quantity of items moved.

<u>Event</u>	<u>Fee</u>
■ Move In / Move Out	\$750 (paid upfront and covers move in and out)
■ Move In / Move Out - Staging	\$500 (paid upfront and covers move in and out)
■ Vaux Unit to Unit Move	\$350 (for moves from unit to another Vaux unit)
■ Move Out Only	\$350 (if moved in prior to 12/1/21)
■ Overtime	\$100 per hour (in excess of 4 hours)
■ Cancellation	\$100 (if less than 7 days notice)
■ Reschedule	\$100 (if less than 7 days notice)
■ Unscheduled Move Event	\$350 additional fee (added to above)

*\*All fees are non-refundable and paid in advance.*

## **General**

- Elevator pads are to be installed in the elevator to be used for the move.
- Only one elevator may be used for the move. Access for other residents is to be maintained throughout the move.
- All common areas are to be cleared of all debris at the end of the move or at the end of the day if the move takes longer than one day.
- Packing materials are to be disposed of appropriately in the garage dumpsters. No package materials are to be put in the garbage chute. All boxes are to be broken down before being placed in the appropriate dumpster.
- An inspection is conducted before and after the move to confirm there has been no damage from the move to the building and/or common areas. Should damage occur, the Association will perform repairs and bill back the owner of the associated unit for the cost associated with the work.

# VAUX Move Coordination Policy + Procedure



- Moves are not allowed through the courtyard gates or the gate to ground floor Savier units accessed from NW Raleigh Street
- The owner of record is responsible for payment of all fees and is responsible for any damages to the building and/or common areas.

## **Scheduling a Move**

To schedule your move - complete the [Vaux Resident Move Form](#)

## **More Information and Questions**

For more information, make sure to review [The Vaux Resident Orientation](#)

Questions regarding move policies and arrangements are to be directed to KIN Living at [vaux@kinliving.com](mailto:vaux@kinliving.com).

Chairperson

Janet Schaefer

Date: 09/02/2022

Secretary

Hal Zeman

Date: 11/02/2022

# 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

Un-scheduled move violations: \$500 fine in addition to the standard \$200 move fee

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.



# RECOMMENDED MAINTENANCE PRACTICES FOR OWNERS



## SMOKE ALARMS AND CARBON MONOXIDE MONITORS

- Change batteries yearly.
- Replace alarms and monitors at least every 10 years.

## REFRIGERATOR FILTERS

- Replace every 3 to 6 months.

## HVAC

- Change filters every 3 to 6 months.
- Service once or twice per year.

## WINDOW SCREENS

- Wash annually during COA window cleaning activities.
- Replace or repair as needed.

## WASHER AND DRYER

- Clean out or replace the dryer vent hose annually.
- Upgrade washer hoses to metal braided hoses.

## INSURANCE

Keep renter's and/or condo owner's insurance up-to-date. Be sure to consider earthquake coverage for: contents, internal damage, loss of use, and your share of Condo Association coverage deductible.

**THE VAUX CONDOMINIUMS**

**FINE PROCEDURE**

WHEREAS ARTICLE 3. BOARD OF DIRECTORS., SECTION 3.2 Powers and Duties., of The Vaux Condominiums Bylaws states:

"The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts in furtherance of and pursuant to such powers and duties, except acts that by or under law, the Declaration or these Bylaws may not be performed by the Board of Directors or delegated to the Board of Directors by the Owners. The Board of Directors shall be governed by ORS 100.417 and applicable provisions of ORS 65.357, 65.361, 65.367, 65.369 and 65.377. Such powers and duties of the Board of Directors shall include, without limitation, (except as limited elsewhere herein, the following:

3.2.6 Adoption and amendment of reasonable rules and regulations of the Condominium (Rules and Regulations") pursuant to Section 7.26 hereof.

WHEREAS, the Board has adopted a fine policy to levy fines for violations of the Declaration, the Bylaws and or the House Rules passed by the Board.

WHEREAS, complaints about violations must be in writing, with specifics, and sent directly to the Property Management Company, who will then distribute them to the Board for review. The Property Manager will not make judgments about whether a violation has occurred. 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 a majority of the Board members in attendance has been conducted, the decision of a majority of the Board members present is binding.

The Fine Schedule will be as follows:

*First violation: \$75*

*Second violation: \$100*

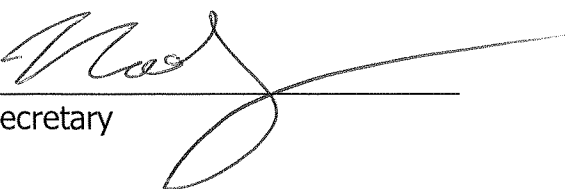
*Third and subsequent violations: \$250*

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 a reserve fund of the Association.

NOW, THEREFORE, BE IT RESOLVED the Board of Directors has the authority to adopt rules and regulations and levy fines to enforce the compliance of the same.

  
\_\_\_\_\_  
Chairman

ATTEST:

  
\_\_\_\_\_  
Secretary

THE VAUX CONDOMINIUMS  
POLICY RESOLUTION REGARDING BARBEQUES ON DECKS/PATIOS  
ADOPTED AT THE BOARD OF DIRECTORS MEETING  
JUNE 5, 2013

Bylaws section 7.18 Grills and Barbeques; Turkey Fryers. No Unit Owner shall be permitted to use or store any propane grill or barbeque or any turkey fryer on his or her porch, balcony or 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.

With regard to charcoal grills, in accordance with the 2010 Oregon Fire Code (OFC 308.1.4):

Charcoal grills may be used if:

1. The grill is at least 10' from any combustible construction, OR
2. The balcony or patio is protected by an automatic fire sprinkler system.

The use of charcoal lighter fluid or self-lighting briquettes is prohibited. The recommended method of igniting charcoal briquettes is with an electric charcoal igniter.

This policy supersedes any previously published policies of the Board of Directors of The Vaux Condominium.

**3e - Resolution approving the use of email communication with owners when email addresses are provided.**

**The Vaux Condominiums  
Owners' Association**

Resolution of the Board of Directors

**ELECTRONIC NOTICES AND VOTING**

RECITALS

- A. **"Association"** is The Vaux Condominiums Owners' Association.
- B. The Association is governed by the following documents recorded in Multnomah County, Oregon:
1. *Declaration of Condominium Ownership for The Vaux Condominiums Owners' Association* recorded September 20, 2006 ("**Declaration**");
  2. *Bylaws of The Vaux Condominiums Owner's Association* recorded including any amendments thereto ("**Bylaws**"); and
  3. The Plat for *The Vaux Condominiums Owners' Association* ("**Plat**").
- C. The Board has determined that it is in the Association's best interest to implement electronic notice and voting procedures which will encourage the participation of the greatest number of homeowners possible, while also reducing expenses.

**RESOLUTION**

**NOW, THEREFORE, IT IS RESOLVED** that:

1. **Online Notice.** Board of Directors hereby authorizes the use of email for all notices to owners and directors, except for the following notices:
  - a. Notices of failure to pay assessments;
  - b. Notice of foreclosure of an Association lien under ORS 100.450;
  - c. Notice of any action the Association may take against an owner, including

- Notice of Opportunity to be heard before the levying of a fine; and
- d. An offer to use a dispute resolution process under ORS 100.405.

Notices by email will be the default for all owners and Board members with an email address on record with the Association. However, a unit owner or director may decline to receive notice by email by requesting the Board of Directors provide notice in the manner required under the Declaration, Bylaws or the Condominium Act. Owners and Directors are responsible for updating their email address on file with the Association.

2. **Electronic Storage of Records.** Association records will be stored electronically. Owners requesting records from the Association will be provided those records in electronic format and will be charged for the personnel costs at the then current hourly rate. Owners who require paper copies will be provided paper copies at an additional charge of the then current rate per copy.

**NOW, THEREFORE,** the Board of Directors hereby adopts the following electronic notice and voting procedures:

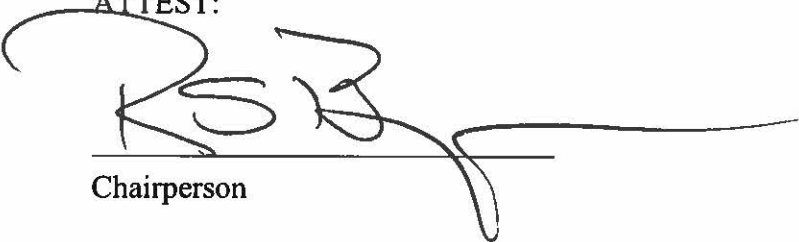
- A. **Notices.** Notice of all Association meetings shall be sent to the membership in accordance with the Bylaws, and at the option of the Board in each instance, may be sent by email except when an Owner has opted out of receiving electronic notices. All electronic notices shall be sent to the email address provided by the homeowner to the Association. It shall be the affirmative obligation of the owner to update his or her email address with the Board or Managing Agent.
- B. **Voting Methods.** Unless otherwise announced by the Board of Directors with respect to a particular vote or election, the Association will accept votes from Owners in person at an Association meeting by proxy, by absentee ballot or by electronic ballot. The Association will provide forms of proxies and absentee ballots for owners' convenience, but the Association may not require that Owners use the form promulgated by the Association. Votes cast by email need not take any particular form, but such votes must identify the Owner by name and in such a manner to allow the Association to confirm the Unit(s) of the Owner and must clearly indicate how the Owner casts the vote(s) for such Unit(s).
- C. **Secret Ballots.** When the Association conducts a vote by written ballot in lieu of a meeting in the manner provided by ORS 100.425 using secrecy procedures described in such statute, the Association will not solicit votes by email, since the Association currently has no method of assuring the secrecy of votes cast in such manner.
- D. **Electronic Ballot.** An "Electronic Ballot" means an e-mail or facsimile transmission that identifies both the Owner, by name, and the Owner's Unit number or address. An electronic ballot may not be revoked or changed once sent. For the purposes of a vote by electronic ballot in lieu of a

meeting, the "Record Date" shall be the date the notice of secrecy procedures is sent to the owners.

- F. **Ballot Retention**. All ballots cast by any accepted method shall be kept in a secure location(s) until they have been released to the inspectors of the election or the Association Secretary for counting or verification. All ballots and proxies, including electronic ballots, shall be retained for one year after the vote or election, after which time the Association may dispose of the ballots, as it deems appropriate.
  
- G. **Proxies**. In order to be valid, a proxy must be dated and must be signed by at least one Owner of the Unit. If more than one proxy is cast for the same Unit, the proxy bearing the latest date shall be considered the valid proxy. A proxy holder must verify the proxy's identity before casting the ballot(s) of the Owner granting the proxy.

DATED this the 22 day of January, 2019

ATTEST:

  
Chairperson

  
Secretary

## 6. Determination of responsibility for unit screens and exterior unit doors

Whereas the Declarations and bylaws of the association provide that exterior doors are the owners responsibility; and

Whereas the same declarations and bylaws provide that window and window frames are COA responsibility, unless damage is caused by an owner or owner guest or tenant; and

Whereas, a portion of the bylaws identifies COA responsibility for the exterior portion of exterior unit doors; and

Whereas, Exterior doors are included in the Association's reserve study and long term maintenance plan, and

Whereas, the declarations and bylaws are silent on responsibility for window screens; and

Whereas, historically there has been different interpretations on screen responsibility; and

Whereas, The Board desires to clarify and document a consistent approach to these issues, and

Whereas, the Bylaws authorizes the Board to make liberal interpretations of the Declarations and bylaws to achieve smooth operation of the association

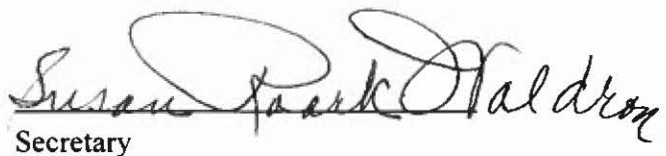
NOW THEREFORE BE IT RESOLVED:

1. That Owners are responsible for the maintenance and replacement of window screens, but all screens must be constructed of black metal frames with black screen material to maintain a consistent look for the building.
2. The COA will be responsible for Unit exterior door normal wear and tear and eventual replacement. Unit owners will be responsible to reimburse the COA for repair of damage caused by the owner, owners guest, or tenant.
3. Exterior doors are defined to include:
  - a. Doors to the common hall way
  - b. Doors to the Exterior of the building
4. For information, at the time of the drafting of this resolution, screens may be acquired from the original provider Jeld Wen. Their contact phone is currently 888-409-2 854. Original screens may have a label on the top edge of the screen with a series of letters and numbers describing the window screen size. Replacements can take several weeks and cost around \$60 each.

DATED this the 19 day of March, 2019

ATTEST:

  
Chairperson

  
Secretary



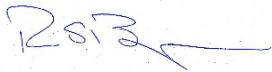
## Policy for the VAUX Board on rule complaints

1. Complaints about House Rule violations between residents are important to get resolved in a timely manner. The Board believes that these can best be resolved directly between the parties concerned, to find an amicable solution.
2. If one or more parties want to file an official complaint after they have attempted to resolve the issue directly with the offender, they may do so by submitting a written request with the community Manager that includes the following:
  - a. The rule involved.
  - b. A statement indicating that the Complaining Owner is willing to cooperate by testifying in a rule violation hearing, appeal or court proceeding conducted by the Association Board.
  - c. A description of the offending behavior or activity, including the date(s) and approximate time(s), the rule involved; and any substantiating or corroborating information or data.
  - d. The proposed remedy.
  - e. A Description of the methods of communication used between the parties to reach resolution in an amiable way. Please describe these activities and outcomes.
3. Anonymous complaints will not be considered. It is the policy of the Board of Directors not to investigate or take any action if the Complaining Owner is unwilling to disclose their name in conjunction with initiating a rules violation complaint against their neighbor. The Board retains limited discretion to accept an anonymous rules violation complaint or keep the identity of the Complaining Owner confidential if their personal safety has been reasonably threatened.
4. The Management Company will then ask the perceived violator to respond in writing to the complaint; and include:
  - a. Their understanding of the concerns of the party raising the issue.
  - b. The attempts to resolve the issue(s) and the final positions of the parties
  - c. A proposed resolution to the issue.
5. Once received, the information will be reviewed and adjudicated by the Management Company to determine if a rule violation is warranted and in accordance with the rule on fines; if it is the first such complaint of this nature, issue a violation notice warning. If it is a subsequent violation of the same type, the Management company may issue a second warning if circumstances warrant, or issue a first level fine. Subsequent violations of the same rule will have fines issued in accordance with the rule on fining.
6. Either party may appeal the decision of the management company to the Board of Directors for consideration at an official meeting of the board. The Management company will submit to the board the information as provided by the parties and any other relevant information, rules, legislation applicable to the complaint. Both parties to the complaint will submit written statements to the board with their reasoning for either upholding the decision or over-ruling the decision of the management company.

7. The Board Chair will schedule a hearing at a convenient time for the Board and parties.
8. The Board's action will be either to uphold or over-rule the Management Company determination.
9. The parties may submit additional written submissions including statements or testimony from other neighbors.
10. Presentations at the hearing will be to summarize the written material and may be time limited by the Board.
11. The decision of the Board will be final.

As an alternate procedure, complaints may be initiated by the Board of Directors based on information from a management agent, owner, or other information the Board deems reliable.

**THE VAUX CONDOMINIUMS OWNERS' ASSOCIATION**



By \_\_\_\_\_  
Board Chair



By \_\_\_\_\_  
Secretary

Date: 7/23/2019

Date: 07/23/2019

The Vaux Condominium Owners' Association

A resolution of the Board of the Directors (revision of 2007 resolution)

We, the undersigned Members of the Board of Directors of the Vaux Condominium Owners Association, a nonprofit corporation, being all current members of such Board as presently constituted, do by this writing consent to the following resolution:

WHEREAS the Board of Directors desires to manage reserve assets in a prudent manner:

BE IT RESOLVED THAT the following investment policy, including goals and objectives, investment strategy, security classes selected, and control and review procedures, be adopted:

**Goals and Objectives**

The Association's reserve assets shall be invested in an effort to achieve the following objectives:

- Promote and assure the preservation of the principal;
- Structure maturities to ensure that the assets will be liquid for anticipated needs;
- Achieve long-term investment performance appropriate for the asset classes selected.

**Investment Strategy Liquid Portion**

On a quarterly basis, review the Association's reserve schedule for the upcoming quarter. During each quarter, place and maintain in liquid accounts an amount equal to the expected expenditures plus an amount to be determined which will represent the Board's best estimate of unexpected expenditures. This amount shall be defined as the base liquid portion.

**Non-liquid Portion**

Except for those funds which remain liquid, it is expected that remaining assets will be invested in non-liquid assets as follows:

*Laddering Strategy*

Select individual securities that have maturities of one to five years. Structure these maturities so that an approximately equal proportion (1) comes due every month.

With matured funds, consistently purchase securities at the

long end of the maturity range. The Board may reduce the longest maturity as market conditions warrant.

Note (1): In structuring maturities, the Board will consider the Association's reserve schedule to ensure that maturing funds are sufficient to cover anticipated expenditures each year.

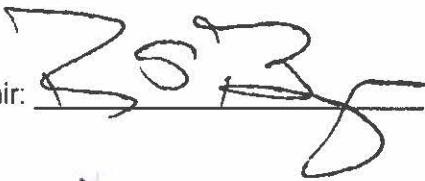
#### New Funds

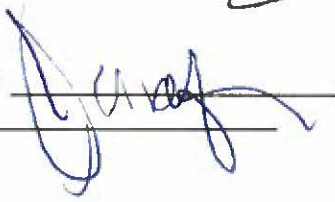
As the liquid portion of the reserve assets grows, additional amounts will become eligible for investment into the non-liquid portion. Any amount in excess of the base liquid portion (from earnings, laddered securities as they mature, as well as from new reserve contributions) will be considered in rebalancing reserve funds in accordance with the appropriate laddering strategy.

#### *Security Classes Selected*

The following securities meet the Board's Goals and Objectives as stated above:

- COA bank liquid accounts (including online only FDIC insured banks);
  - COA money market mutual funds investing only in US Treasury and Treasury-backed securities;
  - Certificates of deposit in FDIC-insured financial institutions, with no more than \$250,000 in any such institution, unless additional deposit insurance is provided by the bank, and purchased with the intent to hold to maturity. Such certificates will not be purchased on the secondary market and hence discount or premium (which is not insured by the FDIC) will not arise;
  - Treasury bills, notes, bonds purchased with the intent to hold to maturity.
- 
- *Review and Control*
    - All investments will be purchased in the name of the Condominium Owners Association.
    - The signatures of at least two Board members must be obtained for withdrawals or transfers of reserve assets.
    - Banks must provide timely and accurate monthly statements to the property management company, who will reconcile all statements within 30 days of receipt.
    - Such statements and reconciliations will be provided to the Board for its review.
    - Each quarter the Board will review financial statements to check to see that its goals and objectives are being met.

Chair:  Date: 7-23-19

Secretary:  Date: 7/23/19

The Vaux Condominium Owners' Association

A resolution of the Board of the Directors

We, the undersigned Members of the Board of Directors of the Vaux Condominium Owners' Association, a nonprofit corporation, being all current members of such Board as presently constituted, do by this writing consent to the following resolution:

WHEREAS the Board of Directors desires to manage reserve assets in a prudent manner:

BE IT RESOLVED THAT the Board of Directors of the Vaux Condominium Owners Association open a self-directed brokerage account with Fidelity Investments as the agent for their assets.

BE IT RESOLVED THAT the current Board Vice Chair, Dru Lynch, and current Board Treasurer, Su Elliott, are designated as "authorized individuals" on the above referenced account.

BE IT RESOLVED THAT future members of the Board of Directors may be designated as "authorized individuals" on the account. If the terms of the Board members established as "authorized individuals" at the time of the account opening expire, the Board may appoint replacements via a motion in open meeting. The purpose of this provision is to recognize that members of the Board will change in the future and the resolution is being written to account for this fact so that a new resolution need not be adopted each time new "authorized individuals" be added to the account.

Adopted this the 19 day of the month of NOVEMBER, 2019.

Chair:  Date: 11-19-19

Secretary:  Date: 11/19/19



## **VAUX BICYCLE ROOM POLICY**

Updated January 2020

Use of bike storage is a privilege. Users must adhere to the policies outlined below.

1. **Bike Storage Spaces.** The Vaux Condominium Owners Association (COA) has made available bike storage to all Vaux residents. Residents shall mean those owning or renting a condominium unit at The Vaux. The bike storage areas consist of two (2) rooms that have a total of forty-eight (48) bike spaces ("Bike Room Spaces") plus an additional eight (8) spaces located in the parking garage ("Garage Spaces"). The Bike Room Spaces have secure card reader access and bikes are vertically stored. The Garage Spaces are located in the parking garage and are horizontally stored. Should future demand dictate, additional storage solutions will be considered by the Vaux COA Board.

2. **Right to Rent.** All bike storage spaces are on a first come, first serve basis, however the Garage Bike Spaces shall be rented in the following priority: (i) residents with documented physical limitations that prevent the hanging of bikes in the vertical Bike Room Spaces, (ii) residents who do not have the physical capability to lift a bike onto the vertical Bike Room Spaces, (iii) residents with e-bikes and (iv) all other residents. Residents renting Garage Spaces will be asked to vacate, on a last in/first-out basis for residents with documented physical limitations that prevent the hanging of bikes on bike room vertical racks.

3. **Rental Fees.** Bike storage is subject to an annual Rental Fee of \$60 per bike which is administered by the Community Manager. Annual Rental Fees are due on or before December 1 of the preceding year. The Rental Fee for bike spaces rented during a calendar year shall be prorated based on the number of quarters of access remaining (a partial quarter shall be considered a full quarter) in the calendar year, as a percentage of a four (4) quarter year. The COA may adjust the per bike annual rental fee as part of the annual budget adoption process. Rental fees are due prior to a bike space being granted. All fees are prepaid and non-refundable to the extent a user elects to cancel during the calendar year.

4. **Rental Limit.** Residents shall be limited to two (2) spaces per unit. The COA reserves the right to allow owners/residents to apply for additional spaces if available.

5. **Approval & Removal.** Bikes may not be stored unless such space is registered with the Community Manager, the Rental Fee has been paid, and such space(s) have been approved and assigned by the Bike Committee Chair and/or Community Manager. Bikes stored that are unregistered or unpaid are subject to removal by the Vaux COA Board.

6. **Non-Transferable.** Bicycle storage areas are for the use of assignees only and are non-transferable. Assignees may not store bikes for any other party.

7. Assigned Spaces. Bikes in Bike Room Spaces must be hung vertically and in assigned space. Bikes in the Garage Spaces must be used horizontally and in assigned spaces. Bikes must be stored in a manner acceptable to COA. If registration decals are issued, they must be affixed to the top tube of any stored bike and be clearly visible from the center of the storage room.

8. Use. Use of all bike spaces and areas are restricted to the storage of bikes. Bikes must fit in the space provided, not impede on other areas, be on the floor, and be in good working condition with no missing parts. No equipment, trailers, motorcycles or other separate units are allowed in any bike storage area. Helmets may be stored with bikes if secured and not obstructing the storage spaces of other users.

9. Locks. All bikes are required to be locked at all times.

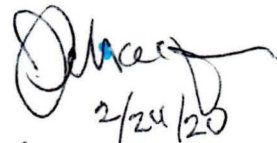
10. Registration. All bike room users must supply the management company with an email address, telephone number and address including unit number.

 2/24/20

DEV S. LYNCH

THE VAUX COA

BOARD CHAIR

 2/24/20

Janet Schaefer  
The Vaux COA  
Board Secretary



# The Vaux - Architectural Review Policy and Approval Guidelines

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## Unit Alterations and Modifications

When owners desire to make changes to their unit in the VAUX owners may be required to obtain approval from the Community Manager, the Architectural Review Committee and/or the Vaux HOA Board. Units consist of the space within the common area demising walls that separate your unit from other units or common spaces or elements of the building. Balconies, decks, corridors and porches are common elements.

There are three categories of project types: Simple, Minor and Major all of which are summarized below.

1. **Simple Projects:** These are changes that **do not require** submittals or approvals. Examples of Simple Projects include:
  - Painting with low VOC paints
  - Replacing carpets without disturbing sound proofing
  - Hanging pictures inside your unit and repair of existing appliances. Wall attachments on demising walls are limited to no greater depth than  $\frac{3}{4}$  of an inch.
  - Replacement of installed appliances by competent professionals (refrigerators, stoves, washers, dryers, gas grill)
  - Built-in closet installations or upgrades
  - Installing or modifying window coverings
  - Periodic replacement of smoke or carbon monoxide detectors
  - Replacement of light fixtures
  - Installation of Smart Locks to Vaux unit entry door (see addendum for details)

Simple Projects must conform to limitations on hours of work and impact on neighbors. Even though no insurance certificates are required for these projects, owners are responsible for any damage or liability to other units or damage to building systems and common elements.

2. **Minor Projects:** These are improvements that **require approval** and/or inspection of the Community Manager to ensure compliance with Building systems. The Community Manager inspection is not for code compliance, but only for serviceability and maintainability with building systems. Building permits may be required from the City with inspections for code compliance. It is the owners responsibility to ensure permits are acquired and work is inspected by both the City and Community Manager. Minor projects are reviewed administratively to ensure that work is consistent with building systems and meet the requirements of minor projects, and adequate insurance and guarantees are in place. Examples of Minor Projects include:
  - Repair or replacement of wood flooring
  - Installation of new additional appliances (refrigerators, stove, ovens, microwaves, washers, dryers, gas grill, and fireplaces)
  - Replacement or additions of kitchen or bath cabinets or counters
  - Replacement of installed plumbing fixtures such as toilets or faucets
  - Modification of fireplace and fireplace façade
  - Modification of electrical outlets or circuits.

Minor Projects must conform to limitations on hours of work and impact on neighbors. Submittal of project information insurance certificates, permits, and other requirements are required for these projects, owners are also responsible for any damage or liability to other units or damage to building systems and common elements. Owners are responsible for Community Manager costs for review and inspection, payable to the HOA, as well as all permit fees.

3. **Major Projects:** These are improvements which **require approval** of the Community Manager, the HOA Architectural Review Committee and HOA Board. The HOA Board may require professionals to be called upon for advice to the HOA. Such review and /or approvals Review and/or approvals are not code compliance, but only for serviceability and maintainability with building systems.

Building permits may be required from the City with inspections for code compliance. It is the owner's responsibility to ensure permits are acquired and work is inspected by both the City and Community Manager.

Examples of Major Projects are:

- Movement or installation of any wall where fastening to floor or ceiling is required
- Modifications to the unit's HVAC system
- Modifications or additions to the unit's basic plumbing system
- Modifications or additions of the unit's electrical system panel or circuits
- Modifications or additions to the unit's natural gas lines
- Modifications or additions to or those which affect the fire sprinkler system
- Remodel of kitchen or bathrooms
- Modification to demising walls, ceilings or floors
- Moving, constructing or demolishing interior walls

These projects must conform to limitations on hours of work and impact on neighbors. Submittal of project information insurance certificates, permits, and other requirements are required for these projects, owners are also responsible for any damage or liability to other units or damage to building systems and common elements. Owners are responsible for Community Manager costs for review and inspection, payable to the HOA, as all City permit fees. Owners are also responsible to reimburse the HOA for external professional review of submitted plans, where necessary to ensure the safety and serviceability of building systems and common elements

#### **INSURANCE AND OWNER RESPONSIBILITY**

All but simple projects at VAUX must follow and adhere to the requirements outlined in the VAUX Contractor Regulations. You as a unit owner are responsible for the actions of your contractor and we strongly suggest that you read and review these requirements with your contractor. Also all contractors must be licensed, bonded and carry a minimum of \$1,000,000 liability insurance. You will need to submit a certificate of insurance with the Vaux Condominium Association as an additional insured prior to starting the project.

Forms for each type of project are available on the VAUX web site (Documents and Forms/Forms), or the Community Manager. You may also obtain the VAUX Contractor Regulations and the official board authorization information for the Architectural Review process on the VAUX web site (Documents and Forms/Forms). When your project plans and your forms are complete send the forms and associated documents to the Community Manager.

**APPLICATION FOR ALTERATION, ADDITIONS OR IMPROVEMENTS APPROVAL**

Unit Owner Name (print) \_\_\_\_\_ Unit # \_\_\_\_\_ Bldg \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_ Date: \_\_\_\_\_

Submitted As: Minor Project \_\_\_ **OR** Major Project \_\_\_ Plan attached? \_\_\_

Anticipated commencement of work: \_\_\_\_\_ Anticipated completion of work: \_\_\_\_\_

Contractor Name \_\_\_\_\_ Contractor Phone \_\_\_\_\_ CCB \_\_\_\_\_

Estimated value of work: \$ \_\_\_\_\_

A Certificate of Insurance from Contractor(s) may be required naming the VAUX Condominium Owners Association listed as an additional insured. Attached? Yes \_\_\_ No \_\_\_ If not attached you may be required to provide to Community Manager prior to commencing work.

Description of alteration (please type or print): Please use additional sheet if necessary.

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Note: If the project is being submitted as a MAJOR PROJECT, please include the following with submittal: (i) Plans and Specifications, (ii) Architect Letter (iii) Proof of insurance for the architect and engineer(s), (iv) Copy of Contractor CCB License, (v) resume for contractor and subcontractor(s), (vi) Project Schedule and (vii) Required Permits and Approval.

**OWNER ACKNOWLEDGEMENTS**

OWNER fully understand the requirements of this application and agrees to the following: (i) pertinent sections of the Declaration, Bylaws, Rules and Regulations, (ii) Addendum F-5, Contractors Regulations, (iii) the cost of an independent review of legal counsel, architects, engineers or other pertinent consultants, on behalf of the Association, if deemed necessary by the Board, (iv) assumes responsibility for any and all damage caused by my/our construction to adjacent units, common areas, (v) agrees to the foregoing terms and certifies to owner's best knowledge that this application and the material submitted in support of it are true and correct.

Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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**COMMUNITY MANAGER ACTION:**

Approved as Proposed \_\_\_ Approved Subject to Conditions \_\_\_ Major Project Required \_\_\_

**COMMENTS (IF ANY)**

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NOTE: Any approval by the ARC and the Board is subject to the homeowner obtaining all approvals and permits from any and all governmental and regulatory authorities having jurisdiction over the Work.

#### **The VAUX - Contractor Requirements**

1. The unit owner who has contracted the work is responsible for assuring that all contractors adhere to these regulations. Upon receiving approval from the Board to perform alterations/improvements, the unit owner must submit a completed copy of the Application to the Community Manager not less than one (1) week prior to the commencement of Work.
2. Contractor should avoid problems by contacting the on-site person to schedule a site orientation.
3. Working Hours: 8:00AM to 4:30PM M-F,
4. All contractors are required to check in and out of the building with the on-site person M-F
5. Prior to the delivery of any equipment and/or materials, contractors must contact the on-site person to arrange for padding and protection of the elevators and floors. If delivery of materials and/or equipment necessitates the extended use of an elevator, that must be scheduled with the on-site person at least 48 hours in advance. Should the on-site person determine that an extended delivery may jeopardize building security, a security guard will be brought in and the responsible unit owner will be assessed the charges.
6. Contractors must park their vehicles on the street or the unit owner's garage space, provided that the vehicle fits appropriately in the space. Absolutely no parking is permitted in the loading zone. Use of the loading zone is permitted for loading and unloading only and must be scheduled with the on-site person.
7. Contractors are required to clean all common areas (i.e. elevators, hallways, etc.) of trash, dirt and dust caused by their work. This shall be done as needed, but not less than once a day by 5:00PM. If the cleaning is not performed or if additional cleaning is required as a result of the work, the responsible unit owner will be assessed any charges incurred by the Association.
8. Contractors are expected to remove all work debris from the property (i.e. sheetrock, carpet, bagged sawdust and/or other debris) on a daily basis. Debris shall NOT be placed in the condominium dumpsters or thrown down the trash chutes.
9. Power tools or other equipment cannot be used in the common areas; nor can material be stored in the common areas. All cutting and/or sawing of materials must be performed inside the unit. All materials and equipment must be stored inside the unit. Storage of equipment or materials on balconies is prohibited.
10. If the Work to be performed requires modification to the plumbing, electrical or structural integrity of the unit, the contractors must contact the Community Manager for approval. If the water needs to be shut off, it will be for a maximum time of one (1) hour, after which, a shut-off valve must be installed to isolate the unit being serviced.
11. Contractors are to provide first aid and safe working conditions. Contractors are to provide all tools necessary. The Association will not loan its tools or equipment.
12. Any work that will create an odor and/or potentially be a risk to life and safety of other unit owners (e.g. solvent, sealers, lacquers, x-ray to locate, etc.) must be scheduled with management at least seventy-two (72) hours in advance. Any such work not scheduled will be stopped until the requirements of the Association have been met and the unit owner will be subject to fines in accordance with Section 15 of this addendum.
13. Any "hot work" or work involving soldering, grinding, welding etc. (any work that causes heat enough to start a fire or set off a sprinkler head) must be coordinated through the management company; the HOA's insurance company requires us to notify them in advance of any hot work that is going on in the building.
14. Post-Tension Slabs. The building contains post-tension slabs, each of which contains steel tendons located in various places under extremely high tension. Sawing, cutting, coring, or drilling into the post-tension tendons will cause structural damage and can cause serious injury or death. Therefore, in addition to the requirements of Section 7.2 of the Bylaws, in no event shall any owner of a Commercial or Residential unit, or any agents, employees, permittees, or licensees of any owner be permitted to bore, drill or penetrate in any way into the post-tension slab without the prior written

consent of the Board of Directors. The Board of Directors will not grant such consent unless the owner has first presented written documentation to the HOA Board from a licensed and bonded contractor that the post-tension slab has been properly x-rayed (pursuant to a schedule arranged with the Board in advance) and that it can be bored, drilled, or penetrated without adverse impact to the components of the post-tension slab. The HOA Board shall have the sole and exclusive direction to grant such consent. In exercising its discretion however, The Board of Directors shall in no way be deemed to be endorsing or certifying the quality, safety or accuracy of such Work itself. Any such Work shall be undertaken by owner at owner's sole risk, and the HOA Board shall have no liability whatever for any consequences of such Work .

15. Unit owners are required to make this Addendum integral to all contracts entered into between unit owner and contractor.

17. The unit owner will be assessed for any expenses incurred by the Association for noncompliance with these regulations.

18. Work Standards

a. Work shall be performed in a first-class and workmanlike manner. Any request for work to be performed outside of normal business hours must be submitted in writing to the Community Manager for approval.

b. Contractors must comply with all relevant governmental or any regulatory requirements and obtain any and all permits required prior to commencement of Work. Further, all contractors must observe such reasonable rules and regulations as may be adopted and published by the Board from time to time for the safety, care and cleanliness of the building and its occupants, the preservation of good order and the administration and management of the Condominium.

c. Contractors will be held accountable for damage to any common area of the building, and, at the direction of the Community Manager, must repair all damage. The Community Manager has the discretion to select an independent contractor to perform the repair. Cost of said repairs will be assessed to the unit owner.

d. Construction work that is viewed as disruptive (i.e. core drilling, noise issues) must be coordinated with the Community Manager prior to performing such Work.

e. Each contractor and its subcontractors must coordinate deliveries and work requiring access to entrance, stairwells, elevators and common areas with the on-site person in advance of work commencing. Providing prior notification and explaining the nature of the work to be performed helps staff determine the level of protection (protective padding etc.) to have in place in the elevator and elsewhere in the building prior to your arrival. Vendors arriving without prior notification may be subjected to delays and could possibly be denied building access.

f. Contractor must request approval and coordinate any testing relating to the building systems with the Community Manager prior to the testing event.

g. Construction materials or work requiring heavy equipment (i.e. crane or window removal for access) will require coordination with and written approval from the Community Manager.

h. All Work shall be performed in accordance with the standards of the industry as stipulated by the appropriate professional organization for the trade performing the Work (i.e. ASHRAE, SMACNA etc.).

19. Contractor shall provide certificates of insurance to the Community Manager prior to commencing construction, specifying proof of liability insurance of at least \$1,000,000 per incident and proof of Workers Compensation insurance in accordance with the laws of the State of Oregon. The VAUX Condominium Owners Association must be listed as additional insured.

20. The requirements and obligations stated herein shall extend to all subcontractors retained by the contractor to perform any aspect of the work on the project.

21. Vaux Acoustical Details are required to be followed and are attached as Exhibit A

22. No smoking is allowed in the VAUX facility and common areas.

23. If a contractor does not abide by these Contractor Regulations, a Regulation Enforcement Fee may be assessed against the unit owners in accordance with Section 19.3 of the VAUX Condominiums Rules and Regulations.

Minor Infractions

First Infraction: Written warning

Second infraction: \$500 Fine

Additional infractions: Fine will double upon each additional infraction

Major Infractions

First infraction: \$2,000 Fine

Additional infractions: Fine will double upon each additional infraction

The assessment of a Regulation Enforcement Fine(s) and the level of infraction will be at the sole discretion of the Board. The unit owner has the right to appeal, in writing, any assessment imposed before the Board.

## ALTERATION, ADDITIONS OR IMPROVEMENT IMPORTANT CONSTRUCTION GUIDELINES

1. Do not insert fasteners or drill more than  $\frac{3}{4}$ " into the ceiling or concrete subfloor of your condominium. The concrete floors and ceilings of the VAUX contain cables that support the floors. Damaging these cables will cause structural damage to the building.
2. Sprinklers, fire alarms and smoke detector systems should not be modified in any way. Report any problems or defects to the Community Manager.
3. Report any water leaks to the on-site person during working hours or the Community Manager emergency line immediately.
4. Do not drill into concrete columns or floor slabs without the approval of the Community Manager.
5. Do not modify the building envelope in any way including drilling into the exterior wall system.
6. Do not modify the demising walls between units or corridor walls without out plans being approved by the Community Manager and the City of Portland as this may void acoustic or fire rating of the walls.
7. Do not modify floor assemblies without the approval of the Community Manager, as this may void the acoustic rating of the floor/ceiling assembly.
8. Maintain a minimum temperature of 50 degrees in your unit at all times so that the sprinkler system/water lines are not in danger of freezing.
9. Follow design guidelines for balconies and terraces.
10. Garage height clearance is 8'2"

## **Bylaws and Declaration Excerpts Additions, Alterations, or improvements**

For further reference Sections 7.5 and 8.3 of The Vaux Bylaws (extracted from the original document) and Section 4.1 of the Declaration (Definition of Primary Unit) may provide for any additional detail and information. See below.

**7.5 Alterations.** Except as otherwise permitted by these Bylaws or the Declaration, no Owner shall make or allow any structural alterations in or to any of his or her Units, or make or allow any change to the Common Elements (including, without limitation, adding or altering landscaping in planter boxes adjoining an Owner's Unit), or maintain, decorate, alter, paint or repair any part of the Common Elements or allow others to do so, without the prior consent in writing of the Board of Directors. The Board of Directors shall consider the granting of such consent only after the Owner shall submit a complete set of architectural, mechanical, electrical or other relevant plans and specifications, which submission shall be reviewed by such architects and engineers as the Board of Directors shall deem appropriate. The Board shall provide a copy of such submission materials to the Declarant upon receipt. Whether or not such consent is granted, the Owner shall pay, upon demand and in advance, if so required by the Board of Directors, for such professional review. During the course of construction and after completion of same, the Board of Directors may cause its professional advisors to inspect the work to ensure that it is performed in compliance with the approved plans. The costs of such inspection(s) shall be paid by the Owner to the Board of Directors, upon demand. The Board shall provide reasonable advance notice to Declarant of its inspection to Declarant and Declarant or its contractors or agents may, but shall not be obligated to, inspect the work concurrently with the Board's professional advisors. Prior to commencement of construction, the Owner shall provide the Board of Directors with copies of all relevant building permits and evidence of due compliance with any other requirements of government bodies having jurisdiction regarding such work. Except as otherwise permitted by Section 7.16, no signage or graffiti visible from the exterior of a Unit, window display, window attachment, or lighting directed from a Unit to its exterior shall be permitted without the prior written approval of the Board of Directors; provided that this sentence shall not apply to draperies, blinds, and similar window coverings. An Owner may have removed by the Association, at such Owner's expense, a part of the partition wall separating contiguous Primary Units owned by an Owner provided that (i) such removal shall not interfere with any structural support elements or load bearing partitions or columns or with any pipes, wires, cables, conduits or ducts or other mechanical systems and (ii) such Owner agrees in writing to have the Association restore such wall at such Owner's expense in the event that the ownership of the Units is subsequently divided. Before proceeding with any approved alterations or improvements, the Owner shall, if the Board of Directors so requires, provide to the Association, at the expense of the Owner, a performance bond and a labor and materials bond, issued by a surety satisfactory to the Board of Directors, each in the amount of at least 125 percent of the estimated cost of such alterations or improvements or such other security as shall be satisfactory to the Association.

**8.3 Additions, Alterations, or improvements.** Except as otherwise permitted by the Declaration or these Bylaws, an Owner shall not, without first obtaining the written consent of the Board of Directors (if so required by Section 7.5) and satisfying the other requirements provided for in Section 7.5, as applicable, make or permit to be made any structural alteration, improvement, or addition in or to his or her Unit or Units, or in or to the exterior of any building forming part of the Condominium or any Common Element. An Owner shall make no repair or alteration or perform any other work on his or her Unit or Units that would jeopardize the soundness or safety of the Condominium, or reduce the value thereof or impair any easement or other right, unless the written consent of all Owners affected is also obtained. Other than as permitted by the Declaration or these Bylaws, an Owner shall not modify, alter, add to, paint or decorate any portion of the exterior of any building forming part of the Condominium or any Common Element without first obtaining the written consent of the Board of Directors and satisfying the other requirements of Section 7.5 and the Act. In order to prevent damage to the structural integrity of any building forming part of the Condominium, in no event may any Owner, the Association, the Board of Directors or any other entity or any agents, employees, permittees, or licensees of the foregoing, drill, bore, or cut any holes into any floor or ceiling of the Condominium more than 3/4" in depth, and the Board of Directors shall not consent to any



such actions unless engineering studies confirm to the Board in the Board's sole discretion that such drilling, boring or cutting shall not compromise the structural integrity of the Condominium.

**Minor projects** which only require approval of the community manager (Community Manager) for compliance with standards and guarantees and have Community Manager inspect the connections to Building systems. Remember the Community Manager inspection is not for code compliance, but only for serviceability and maintainability with building systems. Building permits may be required from the City with inspections for code compliance. It is the owners responsibility to ensure permits are acquired and work is inspected by both the City and Community Manager. Minor projects are reviewed administratively by the Community Manager to ensure that work is consistent with building systems and meet the requirements of minor projects, and adequate insurance and guarantees are in place.

Examples of Minor projects are:

- Repair or replacement of wood flooring
- Installation of new additional appliances (refrigerators, stove, ovens, microwaves, washers, dryers, gas grill, and fireplaces)
- Replacement or additions of kitchen or bath cabinets or counters
- Replacement of installed plumbing fixtures such as toilets or faucets
- Modification of fireplace and fireplace façade
- Modification of electrical outlets or circuits.
- Installation of Smart Locks to Vaux unit entry door (see addendum for details)

These projects must conform to limitations on hours of work and impact on neighbors. Submittal of project information insurance certificates, permits, and other requirements are required for these projects, owners are also responsible for any damage or liability to other units or damage to building systems and common elements. Owners are responsible for Community Manager costs for review and inspection, payable to the HOA, as well as all permit fees.

**Major projects** which require approval of the community manager (Community Manager) for compliance with standards and guarantees and have Community Manager inspect the connections to Building systems. Further, the Architectural Review Committee of the board and perhaps outside professional reviewers may be called upon for advice to the HOA. Major projects also require approval of the HOA Board, once other approvals have been obtained. Remember the Community Manager inspection is not for code compliance, but only for serviceability and maintainability with building systems. Building permits may be required from the City with inspections for code compliance. It is the owner's responsibility to ensure permits are acquired and work is inspected by both the City and Community Manager.

Examples of major Projects are:

- Movement or installation of any wall where fastening to the floor or ceiling is required
- Modifications to the unit's HVAC system
- Modifications or additions to the unit's basic plumbing system
- Modifications or additions of the unit's electrical system panel or circuits
- Modifications or additions to the unit's natural gas lines
- Modifications or additions to or those which affect the fire sprinkler system
- Remodel of kitchen or bathrooms
- Modification to demising walls, ceilings or floors
- Moving, constructing or demolishing interior walls

These projects must conform to limitations on hours of work and impact on neighbors. Submittal of project information insurance certificates, permits, and other requirements are required for these projects, owners are also responsible for any damage or liability to other units or damage to building systems and common elements. Owners are responsible for Community Manager costs for review and inspection, payable to the HOA, as all City permit fees. Owners are also responsible to reimburse the HOA for external professional

review of submitted plans, where necessary to ensure the safety and serviceability of building systems and common elements.

## **DECLARATION OF CONDOMINIUM OWNERSHIP FOR THE VAUX CONDOMINIUMS**

**Dated: September 1, 2006**

### **Definition of Unit (Excerpt from Declaration)**

4.3.1 Primary Units. Each Primary Unit shall be bounded by (i) a vertical plane at the center of the air space between adjoining units; (ii) on exterior walls, the inside surface of the exterior skin and a vertical plane at the inside surface of the exterior windows; (iii) for other walls, a vertical plane at the exterior face of the studs; (iv) the top surface of the floor slab; and (v) the interior surfaces of the structural ceilings. Primary Units shall include all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of its finished surfaces, except those portions of the walls, floors or ceilings that materially contribute to the structural or shear capacity of the Condominium. In addition, each such Unit shall include the following: (a) all spaces, nonbearing interior partitions, exterior doors, and all other fixtures and improvements within the boundaries of the Unit; and (b) all outlets of utility and communication service lines, including but not limited to power, lights, gas, hot and cold water, heating, refrigeration, air conditioning and waste disposal, security, cable television and telephone, within the boundaries of the Unit, but shall not include any part of such lines or ducts themselves. In addition, Primary Units with a fireplace shall include the fireplace box within such Primary Unit's boundaries as described above, but shall exclude the vertical chase or flue serving such fireplace.

**ADDENDUM: VAUX UNIT ENTRY DOORS**

The entry unit doors and hardware are common elements of the Vaux. These doors and hardware can not be modified without the written consent of the Vaux COA (COA). Please refer to the following:

1. If your door hardware is damaged you must replace existing hardware with the Existing Hardware Standard (below) or the Vaux Standard Smart Lock Hardware.
2. If you would like to upgrade to a Smart Lock you must replace your existing hardware with the Vaux Standard Smart Lock Hardware. This includes all hardware, handle, finish as specified below.
3. All hardware must be installed by a vendor approved by COA. See exhibit A.
4. Upon COA approval, the unit owner will contact the Community Manager who will engage Tross Build & Maintenance to coordinate and schedule installation (see exhibit B for project management costs). Unit owner is responsible for costs incurred for both the Vaux Standard Smart Lock Hardware and the project management costs. Residents must be present. All work will be billed to the unit owner.
5. Any existing hardware removed shall be turned over to Tross Project Manager/COA at time of installation. Failure to do so will result in monetary fine by the COA equal to the replacement cost of removed hardware.
6. In no event shall unit entry doors be drilled, cut or modified in any way. If the unit owner makes any such modification, the unit owner shall be responsible for all costs incurred by COA to replace the door with a new door including but not limited to installation and hardware.
7. The COA reserves the right to modify Vaux Standard Smart Lock at any time. In the event such standard changes, owners who have installed Smart Locks would not be required to update by COA.

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**EXISTING HARDWARE STANDARD**

- Model: S210PD NEP 626

**Saturn (SAT)**



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**VAUX STANDARD SMART LOCK HARDWARE (NO DEVIATION FROM MODEL, HANDLE, FINISH, ETC)**

- Model: SCHLAGE FE410F-GRW-SAT-626 CONNECT LOCK (4 inch) Note image below.



## Specifications - Model: SCHLAGE FE410F-GRW-SAT-626 CONNECT LOCK (4 inch)

### Choice offers control

By offering the ENGAGE cloud-based web and mobile apps and working with the industry's best-in-class access control providers we give properties the freedom to choose.

#### ENGAGE™ web and mobile applications



Simple and convenient site set-up and allows management of properties from virtually anywhere.

- Configure lock/device settings
- Add new users and enroll credentials
- Manage users and assign access privileges
- Assign lock/user schedules and holidays
- View and export audits

#### PACS provider solutions

Schlage Control mobile enabled smart locks are designed with open architecture capabilities. Because of this, multifamily properties have the flexibility to select the integrated physical access management system (PACS) that best suits their needs and budget.

Visit [us.alliegon.com/alliances](http://us.alliegon.com/alliances) for more information on our PACS providers and their capabilities.

### Credentials

Residents are able to use a smart credential (fob, card or wristband) and/or a smartphone to unlock their Schlage Control™ mobile enabled smart lock – eliminating the need for traditional keys and saving properties time and money.



### Specifications

#### Electronic specifications

Users	Up to 500 <sup>1</sup>
Audits	Up to 1,000 <sup>2</sup>
Visual and audible communications	Exterior LED (red, amber, green) Audible Indicator (field configurable)
Communication standards	<ul style="list-style-type: none"> <li>• Bluetooth low energy (version 4.2)</li> <li>• Advanced Encryption Standard (AES), 256-bit</li> </ul>
Gateway communication range (networked solution)	Up to 30' in typical building environments. A detailed site survey is recommended.
Wake-Up on Radio	Responds to command from host in less than 5 seconds when linked to ENGAGE Gateway (requires PACS provider solution)
Connectivity options	<ul style="list-style-type: none"> <li>• Mobile (send updates at the lock)</li> <li>• No-Tour with MT20W enrollment reader and smart credentials<sup>3</sup></li> <li>• ENGAGE Gateway (real-time communication)</li> </ul>
Available status signals	Battery status
Battery life	Up to 1 1/2 years (offline mode), up to 1 year (BLE credential enabled); 4 AA batteries included
Operating temperature	Exterior: -31° to 151°F (-35° to 66°C) Interior: 14° to 122°F (-10° to 50°C)
Operating humidity	0 - 100% non-condensing

#### Reader specifications

Frequency	13.56 MHz smart credential, 2.4 GHz mobile credential (BLE)
Standards	ISO 14443
Maximum read range	Up to 1.25" on 13.56 MHz smart credential
13.56 MHz smart credential compatibility	Schlage and aptiQ™ MIFARE Classic®, XceedID, Schlage MIFARE Plus®, Schlage and aptiQ MIFARE® DESFire® EV1 with PACSA

1. Maximum database storage capacity of lock. Can vary by access control software database capacity.
2. Maximum audit storage capacity of lock. Can vary by access control software audit storage capacity.
3. No-Tour applications requires use of 1K byte Schlage MIFARE smart credentials.

## Specifications - Model: SCHLAGE FE410F-GRW-SAT-626 CONNECT LOCK (4 inch)

### Specifications

Mechanical specifications	
Handing	Field reversible (FE410F)
Materials	All-metal chassis and escutcheon
Door thickness	1 3/8" to 1 7/8" (thick door kit available - up to 2 1/8" for BE467F, up to 2" for FE410F)
Backset	Adjustable backset, fits 2 3/8" to 2 7/8" backsets
Latch	1" x 2 1/4" square and round corner faceplate (round corner standard, square corner included in package) 1" edge bore required
Deadbolt	Standard 1" (25 mm) throw
Strike	1 1/8" x 2 3/4", round corner, no box, latch strike Optional: Additional strike lip lengths and ANSI strike box available
Bore	2 1/8"
Stile width	Minimum 4 1/2" stile for 2 3/8" backset, minimum 5" stile for 2 7/8" backset

Certifications / Warranty	
Certifications	BE467F: ANSI/BHMA A156.36 Grade 2 FE410F: ANSI/BHMA A156.12 Grade 2 ANSI/BHMA A156.5, UL 90 minute, Canada UL 20 minute wood door rated, FCC Part 15 - Class B, FCC; ADA compliant
Warranty	Lifetime limited mechanical and finish 1-year limited electronics

### Ordering information

FE410F - GRW - LAT - 626 - 5.5

Series	Style	Outside		Inside		Interconnect type	Latch	Strike
		Lever style	Finish	Lever style	Finish			
1	2	3	4	5	6	7	8	9

Selections correspond with the numbers above  
See price book for specific configuration options.

<b>1 Series</b>	<b>4/6 Finish<sup>1</sup></b>	<b>9 Strike for BE467F</b>
BE467F Schlage Control smart deadbolt	619 Satin Nickel	10-116 Round corner strike, 1 1/8" x 2 3/4" - Standard
FE410F Schlage Control smart Interconnected lock	622 Matte Black	10-094 Square corner strike, 1 1/8" x 2 3/4"
<b>2 Escutcheon style</b>	625 Bright Chrome	10-095 Square corner full lip strike, 1 1/8" x 2 1/4" (Lip length: 1 1/8")
ADD Addison	626 Satin Chrome	10-092 Round corner full lip strike, 1 1/8" x 2 1/4" (Lip length: 1 1/8")
GRW Greenwich	716 Aged Bronze	<b>9 Strike combinations for FE410F</b>
<b>3/5 Lever style<sup>1,2</sup> (for FE410F only)</b>	<b>7 Interconnect type (for FE410F only)</b>	10-121 Combo strike, square corner (10-094 and 10-025) - Standard
ACC Accent LAT Latitude	4" For doors with 4" bore hole spacing (40)	10-109 10-094 and 10-001
VLA Avila LON Longitude	5 1/2" For doors with 5 1/2" bore hole spacing (55)	10-119 10-081 and 10-001
BIR Birmingham MNH Manhattan	<b>8 Latch</b>	10-122 10-116 and 10-027
BRW Broadway NEP Neptune	12-398 Standard for BE467F - 90 min UL Deadbolt latch dual option (sq+rd)	10-123 10-092 and 10-027
BRK Boardwalk NBK Northbrook	12-356 Standard for FE410F - Combo latch, dual option (sq+rd), non-UL bolt, UL latch	10-124 10-095 and 10-027
ELA Elan SAC Sacramento		
JAZ Jazz SAT Saturn		
JUP Jupiter		

1. Only specify one finish if outside and inside are the same.
2. Some levers not available in all finishes - see price book for details.

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#### About Allegion

Allegion (NYSE: ALLE) is a global pioneer in safety and security, with leading brands like CISA®, Interflex®, LCN®, Schlage®, SimonsVoss® and Von Duprin®. Focusing on security around the door and adjacent areas, Allegion produces a range of solutions for homes, businesses, schools and other institutions. Allegion is a \$2 billion company, with products sold in almost 130 countries. For more, visit [www.allegion.com](http://www.allegion.com).

KRYPTONITE ■ LCN ■ SCHLAGE ■ STEELCRAFT ■ VON DUPRIN



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[www.allegion.com/us](http://www.allegion.com/us)

Cost estimate - subject to change - will be quoted upon request



**TAHTINTECH**

# PROPOSAL

<b>PROPOSAL: Q-00153</b>		<b>DATE: 3/10/2020</b>	
Prepared For: Matt Spathas		Job Name: The Vaux Connect Lock	
Company: The Vaux		Jobsite: 2378 NW Raleigh	
Contact Number: (619) 929-6700		Address: Portland, OR 97210	
Email: mattspathas@gmail.com			
<b>SCOPE OF WORK</b>			
<p>The scope of this proposal is for retrofitting tenant doors with existing Schlage S210 series locks with the Schlage Connect series locks, with the option to also provide support for initialization and activation with the Allegion Engage website, software programming, and mobile credential enrollment. The lockset shall be restricted to a design standard to provide uniformity throughout the HOA. Installation shall include removing the existing lock and deadbolt, and installing the new Smart Lockset into the same door prep. The original lockset will be disposed of unless other intent is made. There is a 4 week leadtime to order and receive this hardware.</p> <p>The tenant will have the option to perform the lock initialization, enrollment with the Engage website, and credential setup on their own. If they want us to perform these functions, we will for an additional software setup fee. Wireless access and Internet connectivity will be required to perform the software setup. The software setup will need to be performed at the time of the lock installation. If a tenant wants to have the software setup and initialization performed at a future date after the installation has been completed, an additional trip charge of \$125 will be added.</p> <p>We are available for onsite end user support and/or training (such as adding credentials, setting access rights, removing users, etc.) Our rates are \$125/hr plus \$125 trip charge, 1 hr minimum.</p>			
SCHLAGE FE410F-GRW-SAT-626 CONNECT LOCK		\$	495.00
LOCK INSTALLATION, RETROFIT TO REPLACE S210PD NEP 626		\$	250.00
<b>SUBTOTAL</b>		<b>\$</b>	<b>745.00</b>
INITIALIZATION, ENGAGE REGISTRATION, SOFTWARE PROGRAMMING		\$	125.00
<b>TOTAL</b>		<b>\$</b>	<b>870.00</b>
<b>PROPOSAL TOTAL:</b>		<b>\$870.00</b>	When work is be performed during normal business hours.
Signature of Approval _____			



**TROSS**

BUILD &  
MAINTENANCE

April 16th, 2020

The Vaux Condominiums  
2335 NW Raleigh St.  
Portland, OR 97210

**SUBJECT:** Proposal for Project Management of “Smart Lock” installation process.

Dear Vaux Condominiums,

Tross Maintenance is pleased to provide you with our proposal to provide Project Management of “Smart Lock” installation process.

**Scope of Work:**

- Schedule installation with preferred vendor and unit owner once request is received
- Meet preferred vendor on-site to collect and store existing lockset
- Keep spreadsheet of completed retrofits

**Proposal Price Per Installation: \$ 178.00**

**Exclusions:**

1. **Any unforeseen conditions will be billed at “time and material” rate after customer is informed of any and all conditions that may apply.**
2. **Taxes, where applicable, not included**
3. **This proposal is valid for a period of 90 days.**

*Tross Maintenance, will provide the necessary labor, materials, equipment, supervision, and insurance. All truck charges and parking is included in the proposal price. We require a signed copy of this bid prior to scheduling and completing this work. All work will be billed as completed or thru the 25<sup>th</sup> of each month. If the work is not completed by the 25<sup>th</sup> of each month, it will be billed at a percentage of the bid price based on the hours worked.*

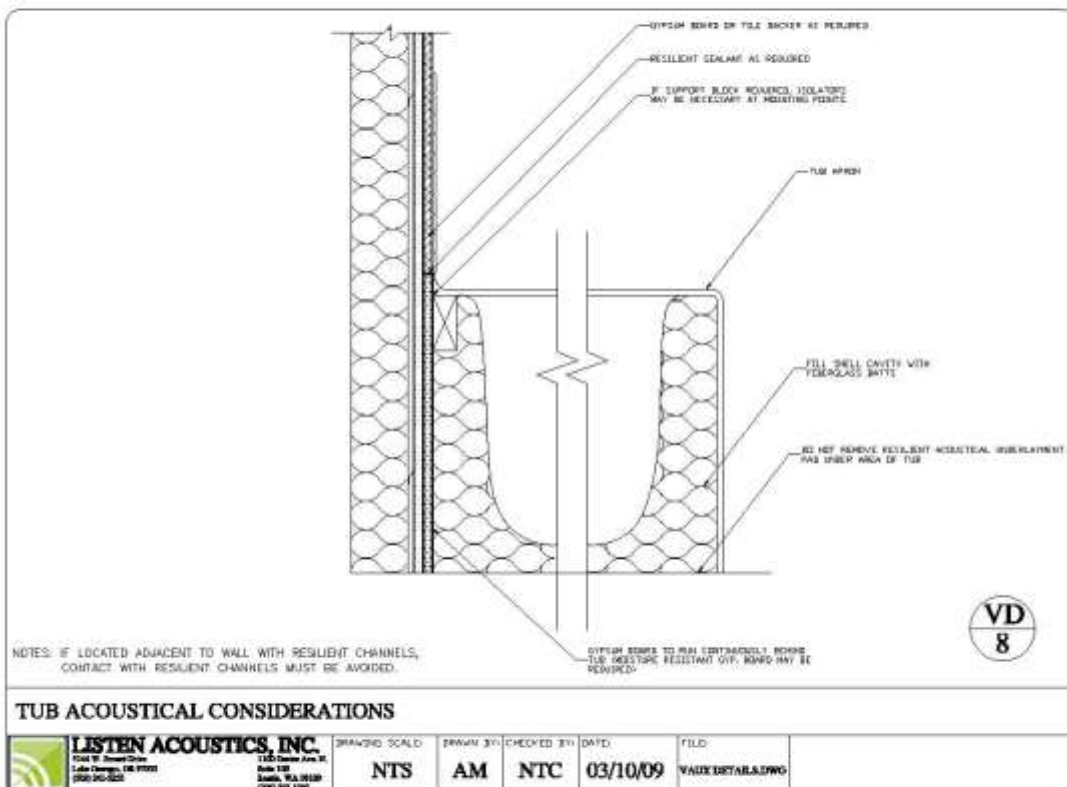
*If you have any questions or need more information, please feel free to give me a call.*

**Adam Rich, Project Manager**

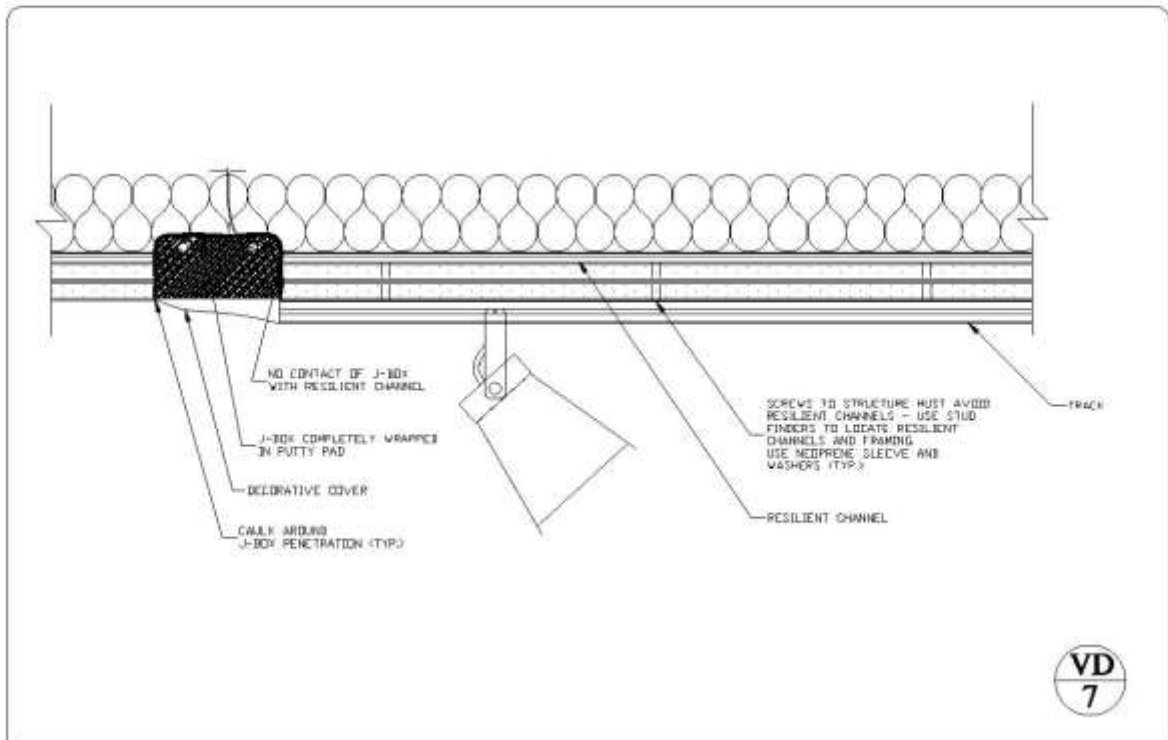
\_\_\_\_\_  
*Please Sign Your Name*

*Date:* \_\_\_\_\_

## EXHIBIT A - ACUSTIC REDUCTION DESIGN STANDARDS

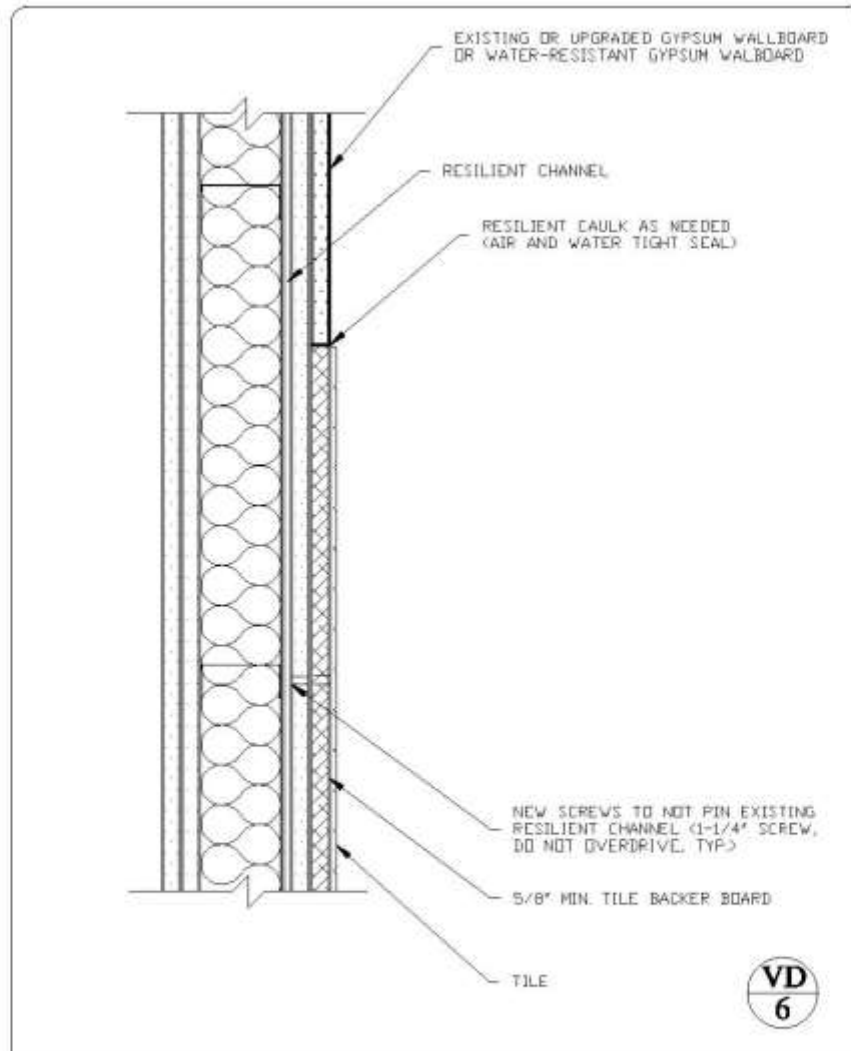







**TRACK LIGHTING ACOUSTICAL CONSIDERATIONS (REV.1)**

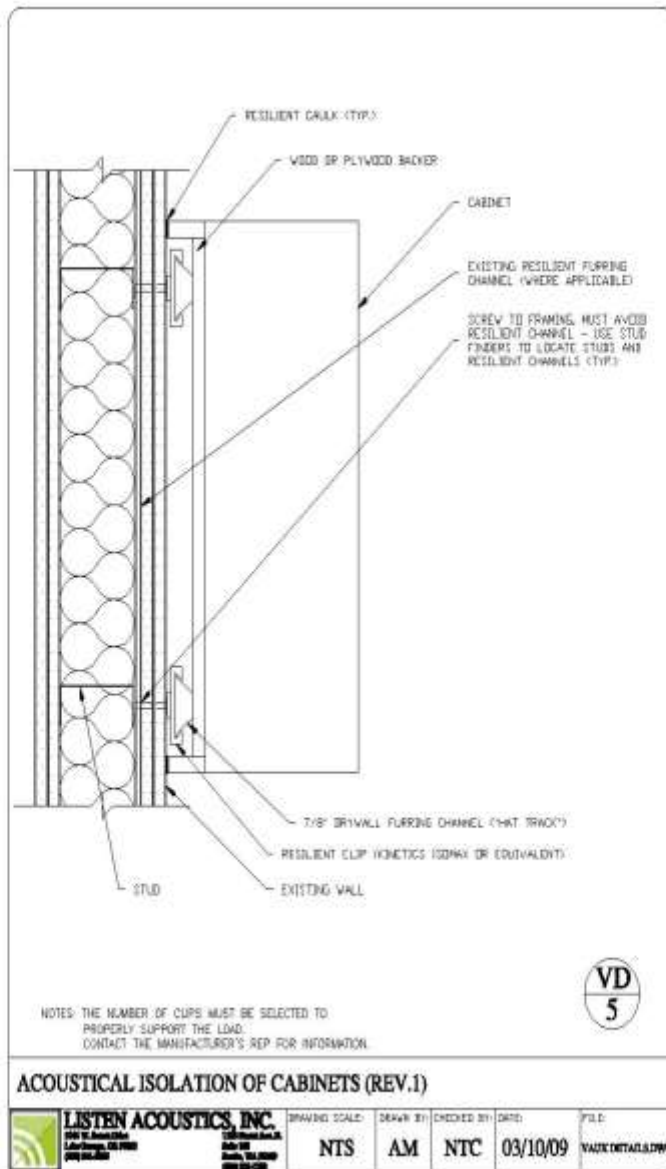
 <b>LISTEN ACOUSTICS, INC.</b> <small>1244 W. Summit Drive          Lubbock, Texas, TX 79401          (806) 740-5200</small>	<small>DRAWING SCALE:</small> <b>NTS</b>	<small>DRAWN BY:</small> <b>AM</b>	<small>CHECKED BY:</small> <b>NTC</b>	<small>DATE:</small> <b>03/10/09</b>	<small>FILE:</small> <b>VAUX DETAILA.DWG</b>
	<small>1100 Center Ave. SE          Suite 100          Seattle, WA 98108          (206) 360-1396</small>				



VD  
6

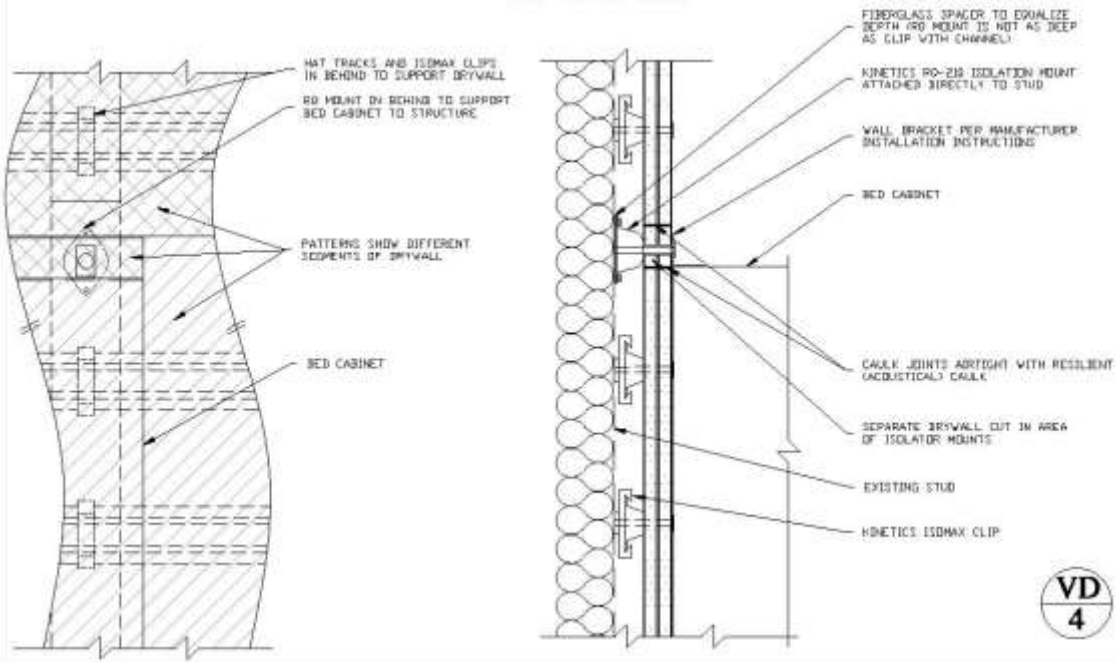
**WALL TILE ON RC WALL ACOUSTICAL CONSIDERATIONS**

 <b>LISTEN ACOUSTICS, INC.</b> <small>1000 W. Annapolis          Landover, MD 21105          410.588.8800</small>	<small>DRAWING SCALE:</small> <b>NTS</b>	<small>DRAWN BY:</small> <b>AM</b>	<small>CHECKED BY:</small> <b>NTC</b>	<small>DATE:</small> <b>03/10/09</b>	<small>FILE:</small> <b>VAUX INTAL.S.DWG</b>
	<small>1200 Howard Ave., N.          Suite 200          Annapolis, MD 21403          410.588.8800</small>				




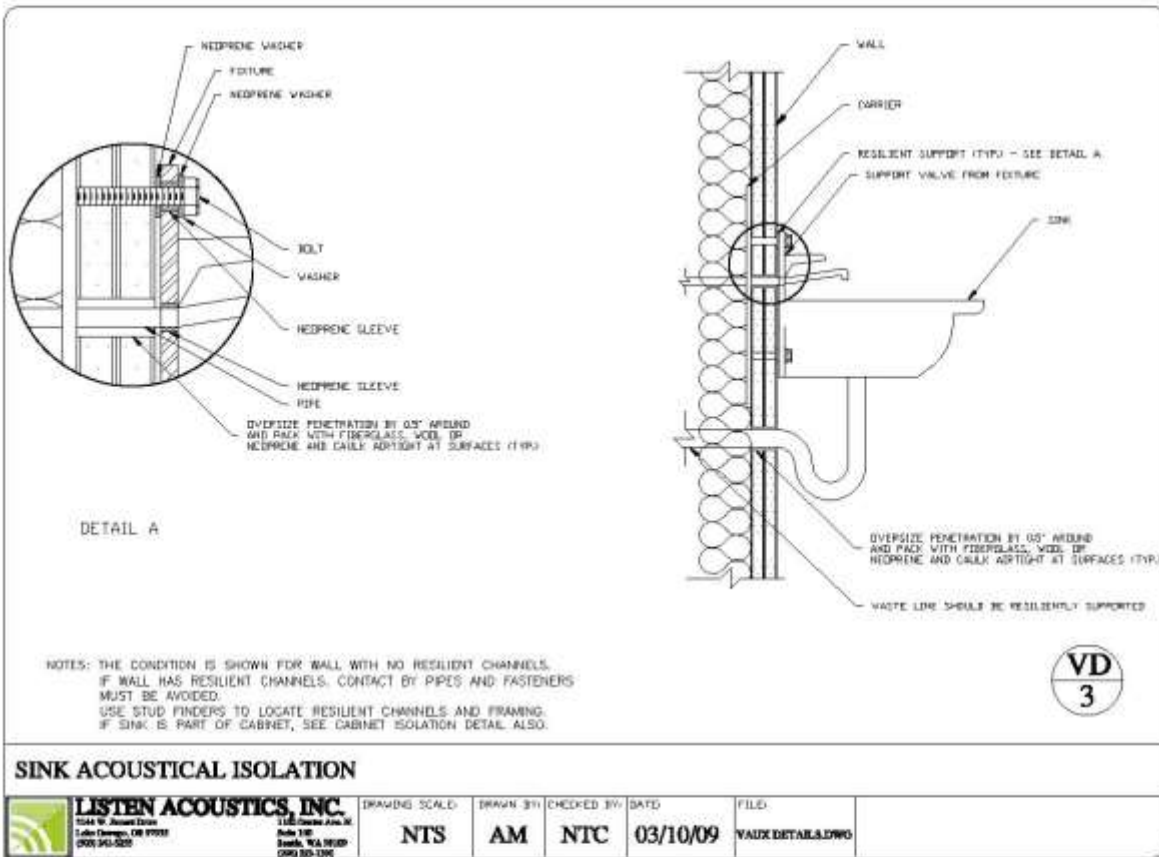
NOTES: THE NUMBER OF CLIPS MUST BE SELECTED TO PROPERLY SUPPORT THE LOAD. CONTACT THE MANUFACTURER'S REP FOR INFORMATION.

EXISTING GYPSUM WALLBOARDS AND RESILIENT CHANNELS TO BE REMOVED AND REPLACED WITH KINETICS ISOMAX CLIPS AND 7/8" HAT TRACKS. RESTORE SAME NUMBER OF 5/8" TYPE 'X' GYPSUM BOARDS.



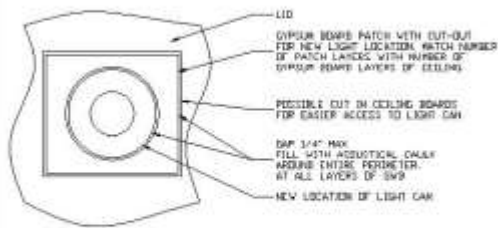
**MURPHY BED ACOUSTICAL ISOLATION**

 <b>LISTEN ACOUSTICS, INC.</b> 2144 W. Sunset Drive Lake Oswego, OR 97033 (503) 245-0265	DRAWING SCALE: <b>NTS</b>	DRAWN BY: <b>AM</b>	CHECKED BY: <b>NTC</b>	DATE: <b>03/10/09</b>	FILED: <b>VAUX ARCHITECTS.PWG</b>
	1000 Center Ave. N.E. Suite 100 Seattle, WA 98128 (206) 321-1800				

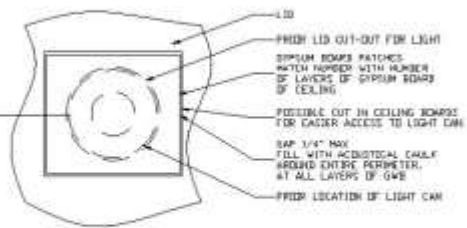


BOTTOM VIEW WITH CEILING SHOWN

NEW LIGHT LOCATION



PRIOR LIGHT LOCATION



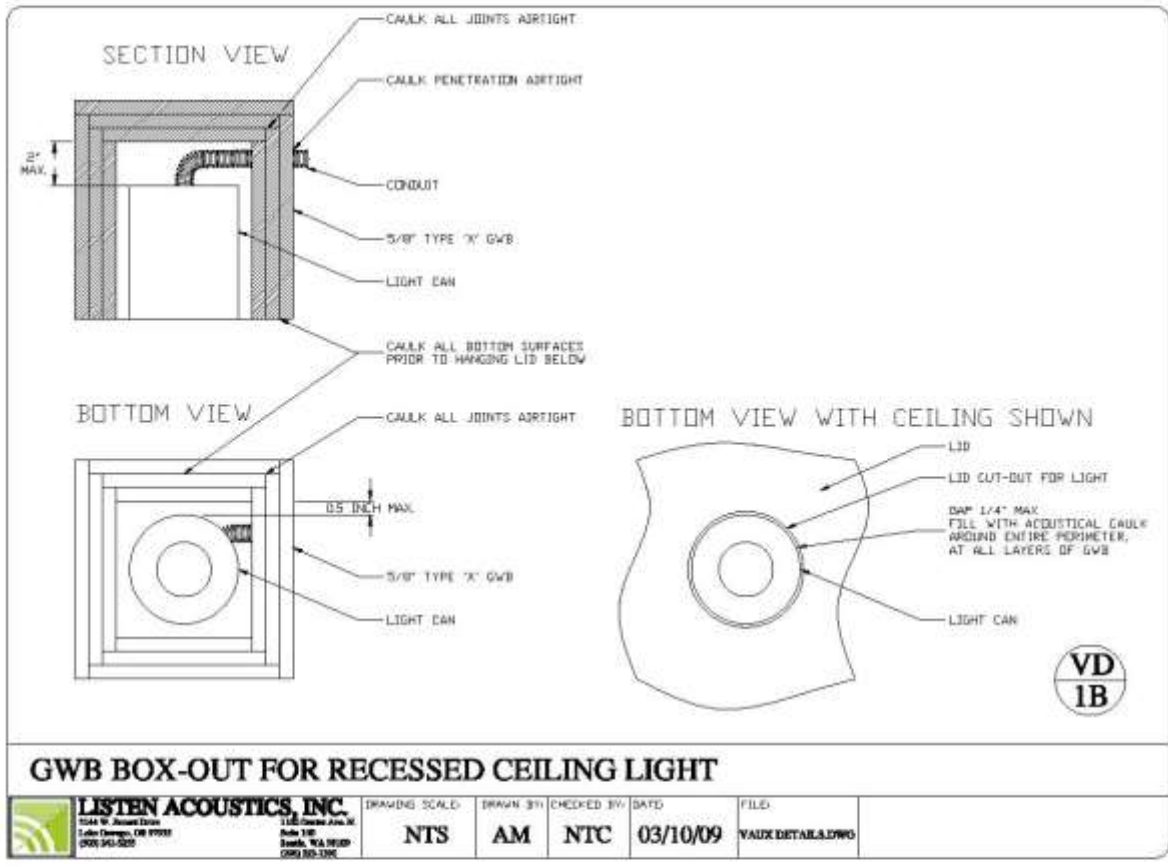
ALSO APPLY RECESSED LIGHT BOX-OUT DETAIL AT NEW LOCATION.  
SEE DETAILS VD-1A AND VD-1B AS NEEDED - ELEVATION AND BOTTOM VIEWS.

NOTES: CONTACT WITH RESILIENT CHANNELS OF CEILING MUST BE AVOIDED.  
USE STUD FINDERS TO LOCATE RESILIENT CHANNELS AND FRAMING  
AND ALLOCATE NEW LIGHT LOCATION BETWEEN RESILIENT CHANNELS.



RELOCATION OF RECESSED CEILING LIGHT ACOUSTICAL CONSIDERATIONS

 <b>LISTEN ACOUSTICS, INC.</b> 1544 W. Summit Drive Tukwila, WA 98148 (206) 835-3300	DRAWING SCALE:	DRAWN BY:	CHECKED BY:	DATE:	FILE:
	NTS	AM	NTC	03/10/09	VAUX DETAILA.DWG



## Amendments to Unit modification rules

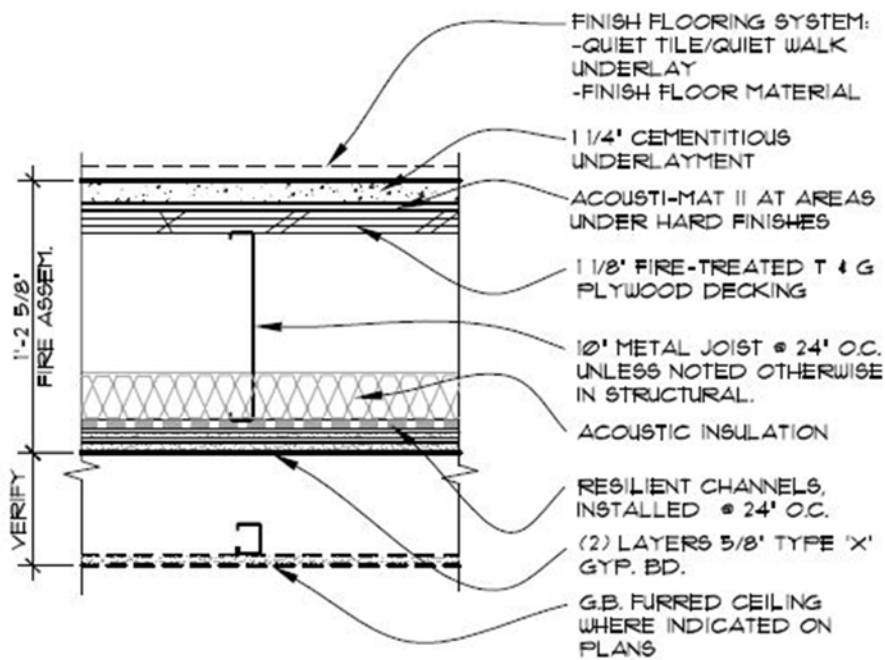
Whereas the board recently adopted new unit modification rules; and

Whereas the rules contained architectural standards for noise mitigation and other design plates; and

Whereas, two of those design plates were inadvertently not included

Now therefore, the board modifies the adopted unit modification procedures to add to Exhibit D entitled "Important construction guidelines" the following specifications:

- Party Wall specification
- Interior wall specification
- Floor / ceiling specification



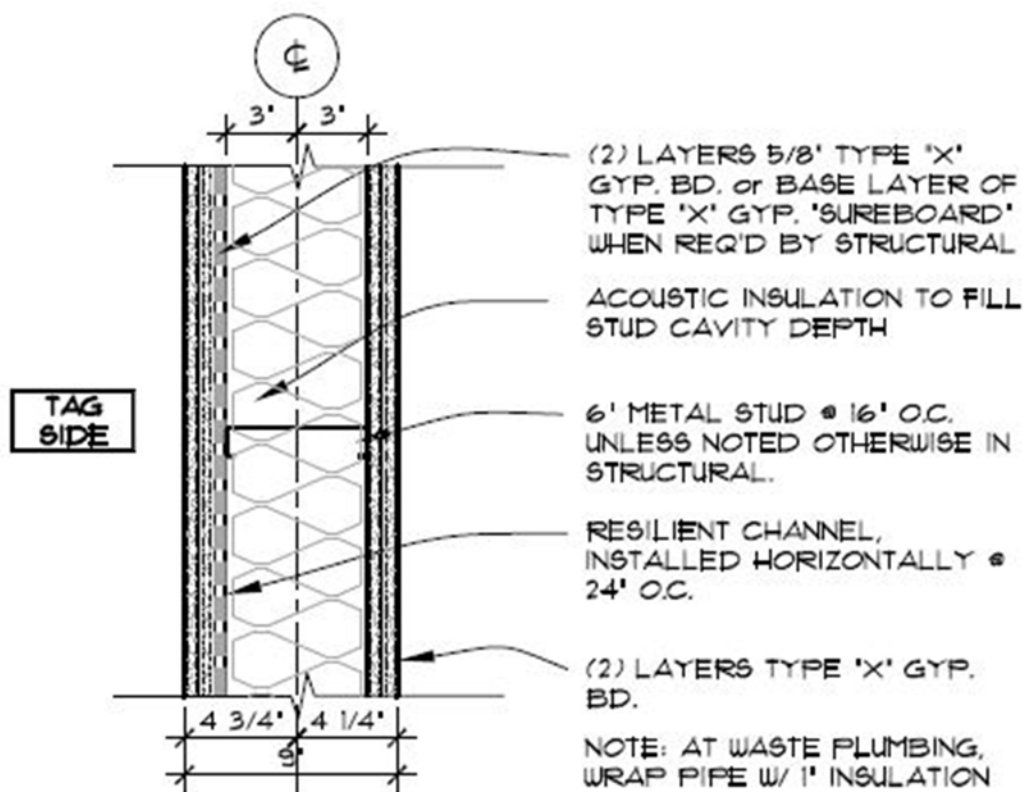
FIRE RATING:	1-HR	IIC RATING:	60+
S.T.C. RATING:	62	GA File No. FC 4370	

MODIFIED PER APPEAL #1 W/CITY

**FLOOR/CEILING ASSEMBLY**

1 1/2" = 1'-0" FLOOR-CEILING01





FIRE RATING:	2-HR	UL DESIGN #: U454 NLB
S.T.C. RATING:	55-59	TEST NO: RAL TL 83-214,9-1-83



## PARTY WALL

1-1/2 = 1'-0"

(LOAD & NON-LOAD BEARING)

# SHEARWALL SCHEDULE

TRACK	CASTING PANELS	STUD TRACK RE. THICKNESS (INLS)	PANEL FASTENERS <sup>4</sup>		TRACK FASTENING <sup>6</sup> SCREWS <sup>7</sup>	CONCRETE ANCHOR SPACING <sup>8</sup>	CAPACITY (PLF)
			EDGE <sup>3</sup> (PEE)	INTERMEDIATE SUPPORT			
A	SURE-BOARD 100 SERIES STRUCT PANELS <sup>1</sup>	43	10 @ 6"oc	10 @ 12"oc	2 ROWS 1/4" @ 12"oc	@ 48"oc	5621
B	SURE-BOARD 100 SERIES STRUCT PANELS <sup>1</sup>	43	10 @ 4"oc	10 @ 12"oc	2 ROWS 1/4" @ 9"oc	@ 48"oc	1761
C	SURE-BOARD 100 SERIES STRUCT PANELS <sup>1</sup>	43	10 @ 3"oc	10 @ 12"oc	2 ROWS 1/4" @ 8"oc	@ 48"oc	8581
D	SURE-BOARD 200 SERIES STRUCT PANELS <sup>2</sup>	43	10 @ 2"oc	10 @ 12"oc	2 ROWS 1/4" @ 7"oc	@ 48"oc	5141
E	SURE-BOARD 200 SERIES STRUCT PANELS <sup>2</sup>	54	10 @ 3"oc	10 @ 12"oc	3 ROWS 1/4" @ 3"oc	@ 48"oc	1851
F	SURE-BOARD 100 SERIES STRUCT PANELS <sup>1</sup>	34	10 @ 2"oc	10 @ 12"oc	3 ROWS 1/4" @ 7"oc	@ 48"oc	13841

**NOTES:**

- CAPACITY VARIES WITH STUD BASE METAL GAGE
- PLACE WITH LONG DIMENSION PARALLEL TO STUD FRAMING. THE STEEL FACE MUST BE IN CONTACT WITH THE FRAMING. ALL PANEL EDGES MUST BE FULLY BLOCKED BY FRAMING STUDS AND ARE DOUBLED (BACK TO BACK) AT WEAR WALL ENDS. MINIMUM SEE A574. CONNECT DOUBLE STUDS FULL HT WITH 2"Ø SCREWS AT TWICE THE SPACING FOR THE "EDGE" FASTENING IN THE SCHEDULE.
- PROVIDE EDGE FASTENING AT ALL END STUDS, WALL TRACK, AND TOP TRACK.
- SURE-BOARD SCREW HEADS MUST BE FLUSH WITH THE PANEL SURFACE AND PENETRATE INTO THE COLD FORMED STEEL FRAMING MEMBER BY AT LEAST 3 EXPOSED THREADS. MINIMUM EDGE DISTANCE IS 1/2" SEE 1062 FOR SHEARWALL BOT PLATE ANCHORS @ CONC SLAB.
- USE GRABBER SCREWS 1000 ER520
- PRE-DRILL HOLES IN TOP TRACK AS REQ'D FOR SCREWS TO RUN CONTINUOUS FROM TOP TRACK THRU FLUTED INTO BOTTOM TRACK.
- STUD AND TRACK THICKNESS TO BE THE GREATER OF SHEARWALL SCHEDULE OR STUD WALL SCHEDULE (SEE FIGS-19)



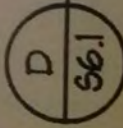
# SHEARWALL SCHEDULE

## SHEARWALL SCHEDULE

MARK	SHEATHING PANELS	STUD & TRACK MIN. THICKNESS (MILS)	PANEL FASTENERS <sup>4</sup>		TRACK FASTENING <sup>6</sup>	CONCRETE ANCHOR SPACING <sup>5</sup>	CAPACITY (FLF)
			EDGE <sup>3</sup> (PEF)	INTERMEDIATE SUPPORT			
A	SURE-BOARD 200 SERIES STRUCT PANELS <sup>2</sup>	43	8" @ 6"oc	8" @ 12"oc	2 ROWS 1/4" @ 12"oc	@ 48"oc	562 <sup>1</sup>
B	SURE-BOARD 200 SERIES STRUCT PANELS <sup>2</sup>	43	8" @ 4"oc	8" @ 12"oc	2 ROWS 1/4" @ 9"oc	@ 48"oc	110 <sup>1</sup>
C	SURE-BOARD 200 SERIES STRUCT PANELS <sup>2</sup>	43	8" @ 3"oc	8" @ 12"oc	2 ROWS 1/4" @ 8"oc	@ 48"oc	858 <sup>1</sup>
D	SURE-BOARD 200 SERIES STRUCT PANELS <sup>2</sup>	43	8" @ 2"oc	8" @ 12"oc	2 ROWS 1/4" @ 1"oc	@ 48"oc	944 <sup>1</sup>
E	SURE-BOARD 200 SERIES STRUCT PANELS <sup>2</sup>	54	8" @ 3"oc	8" @ 12"oc	3 ROWS 1/4" @ 8"oc	@ 48"oc	1158 <sup>1</sup>
F	SURE-BOARD 200 SERIES STRUCT PANELS <sup>2</sup>	54	8" @ 2"oc	8" @ 12"oc	3 ROWS 1/4" @ 1"oc	@ 48"oc	1384 <sup>1</sup>

**NOTES:**

1. CAPACITY VARIES WITH STUD BASE METAL GAGE.
2. PLACE WITH LONG DIMENSION PARALLEL TO STUD FRAMING. THE STEEL FACE MUST BE IN CONTACT WITH THE FRAMING. ALL PANEL EDGES MUST BE FULLY BLOCKED BY FRAMING STUDS AND ARE DOUBLED (BACK TO BACK) AT SHEAR WALL ENDS. MINIMUM, SEE A/51.4. CONNECT DOUBLE STUDS FULL HT WITH 2-#8 SCREWS AT TWICE THE SPACING PER THE "EDGE" FASTENING IN THE SCHEDULE.
3. PROVIDE EDGE FASTENING AT ALL END STUDS, GILL TRACK, AND TOP TRACK.
4. SURE-BOARD SCREW HEADS MUST BE FLUSH WITH THE PANEL SURFACE AND PENETRATE INTO THE COLD FORMED STEEL FRAMING MEMBER BY AT LEAST 3 EXPOSED THREADS. MINIMUM EDGE DISTANCE IS 3/8".
5. SEE 2/51.4 FOR SHEARWALL BOT PLATE ANCHORS @ CONC SLAB.
6. USE GRABBER SCREWS ICBO ER5280.
7. PRE-DRILL HOLES IN TOP TRACK. AS REQ'D FOR SCREW TO RUN CONTINUOUS FROM TOP TRACK THRU PLYWD INTO BOTTOM TRACK.



## SHEARWALL SCHEDULE

## The Vaux Safety/Security Policy: Access Section (February 18, 2021)

**1. Resident Access** - The resident access system is both FOB and Smartphone based. At system install, all unit owners shall have access to education in the new Resident Access system.

a) Smartphones

- i. All Residents shall be granted access via Smartphones by installing the OpenPath application on their individual Smartphone(s). Access shall be requested only by unit owners and granted/authorized by The Vaux COA Board and administered by the Community Manager. Access shall only be granted after the owner has provided proper data. (no renter or other 3<sup>rd</sup> party supplied information shall be accepted). Failure to provide accurate and timely data will result in a delay (note that the current Move In, Move Out policy stipulates 14-day advance notice to the Community Manager).
- ii. At unit sale or lease termination, Smartphone/SmartWatch access and virtual keys associated with the previous owner or tenant shall be deactivated.

b) FOBs

- i. Owners can purchase up to one (1) FOB per unit at owner's expense for \$25. No additional FOB's shall be issued. The board shall reserve the right to make exceptions for medical, physical or other extenuating circumstances.
- ii. In no event shall a FOB be loaned or provided to any nonresident or third party such as a visitor, dog walker, service provider or rental management company.
- iii. At unit sale or lease termination, any FOBs issued in association with a particular unit shall be deactivated.
- iv. Lost or stolen/damaged FOBs may be replaced at a cost of \$50 per FOB. The subject FOB being replaced shall be deactivated upon replacement.

**2. Visitor Access** -The Visitor Access system shall grant access via a call from the call box to either a landline, mobile, Smartphone or a virtual key.

a) One-Time or Infrequent Visitors and Vendors

- i. Video calls shall be required for deliveries and guests. In the case of landline or non-smartphone, calls shall be non-video. Note that video capability is one way, in that a resident can see the visitor but, the visitor cannot see the resident.

b) Recurring Visitors and Vendors

- i. Residents shall be able to issue virtual key access for recurring visitors and/or vendors such as dog walkers, housekeepers, etc. (Virtual Key User).
- ii. The Board reserves the right to disable virtual keys at any time if deemed a risk to community safety and security.

**3. Parking Access** - The parking garage access system shall grant access to open the parking gate via a parking sticker or SmartPhone application.

a) Parking Sticker

One (1) parking sticker shall be issued to the owner(s) at COA expense for each parking space and/or bike storage space. The board shall reserve the right to make exceptions for extenuating circumstances. The parking stickers shall be affixed to the headlamp or windshield of a resident's vehicle or handlebar or the like of a resident's bicycle. Note that parking stickers become disabled when removed.

- i. At unit sale or lease termination, any parking sticker previously issued in association with a space shall be disabled.
- ii. Lost, stolen or damaged stickers shall be able to be purchased at \$25 per sticker.

b) Smartphone

- i. Resident access to the parking garage shall be granted via Smartphones by installing the OpenPath application on their individual Smartphone(s). Access via a SmartPhone to the parking garage gate shall be approved by The Vaux COA Board on a case-by-case basis. As stated in 1.a., access to The Vaux is dependent on proper data being provided by the owner and/or renter. Failure to do so will result in a delay.
- ii. At unit sale or lease termination, Smartphone garage access associated with the previous owner or tenant shall be deactivated.

4. **Ingress/Egress.**

- a. Whether ingress/egress is via foot or vehicle, owners and residents entering/exiting the lobbies, courtyard or garage are to ensure that no tailgating/drafting takes place. Owners and residents must delay their travel such as to be certain that any door or gate has fully closed and locked behind them.

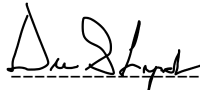
5. **Damages and Liability**

- a. Should a lost or stolen FOB, Smartphone access or tailgating/drafting through doors and/or gates be determined as a source of any theft or damage to COA property, associated unit owner(s) shall be responsible to the extent not covered by the COA's insurance (up to the deductible amount).

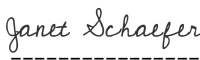
6. **Access Video Surveillance Policy** - A video surveillance system was installed during the summer of 2020, with the following practices adopted by the board at that time. This now formalizes these practices into policy.

- a. Only The Vaux COA Board, community management company, and the Safety/Security Committee Chair and designee shall have access to video footage and access to photo capture.
- b. Beyond this approved access, associated video footage/photos captured around any incident shall only be made available to authorities, such as Portland Police Bureau, as part of an ongoing official investigation.
- c. Video/photos not tied to an incident shall be stored for a 90-day period. No audio recordings shall be captured.

The Vaux Board of Directors shall actively review this Safety/Security Policy on no less than an annual basis and reserves the right to revise or revoke this policy in whole or in part at any time.

 February 18, 2021

Board Chair/Date

 February 18, 2021

Secretary/Date

The Vaux Condominium Owners' Association

A resolution of the Board of the Directors (prohibiting unit entry doors from being propped open)

We, the undersigned Members of the Board of Directors of the Vaux Condominium Owners' Association, a nonprofit corporation, being all current members of such Board as presently constituted, do by this writing consent to the following resolution:

WHEREAS the Board of Directors desires to create a rule prohibiting unit entry doors from being propped or left open. This is because unit entry doors are fire-rated doors that make up a component of the fire-life safety systems of the building. This mitigates damage in the event of a fire. Leaving doors open also impacts the air-balancing of the HVAC system of the building. Ventilation and or air conditioning within condominium units is designed to be handled by the system serving that unit rather than the system serving the common areas.

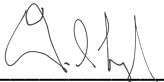
WHEREAS Section 3.2.6 of the Bylaws provide the Board of Directors with the ability of adoption and amendment of reasonable rules and regulations of the Condominium ("Rules and Regulations") pursuant to Section 7.26 hereof.

WHEREAS Section 7.26 of the Bylaws provide the Board of Directors the ability to create rules and regulations, in addition to the foregoing requirements, the Board of Directors from time to time may adopt, modify, or revoke such Rules and Regulations governing the conduct of persons and the operation and use of the Units and the Common Elements as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the Condominium including, without limitation, establishment of reasonable administrative fees, such as fees for new owner set-up and owner's packet, move-in and move-out fees, etc. Any such Rules and Regulations may be amended, modified or revoked by the Owners in the same manner as these Bylaws. Any such Rules and Regulations may be amended, modified or revoked by the Owners in the same manner as these Bylaws. A copy of the Rules and Regulations, upon adoption, and a copy of each amendment, modification or revocation thereof, shall be delivered by the Board of Directors promptly to each Owner and shall be binding upon all Owners and occupants of all Units from the date of delivery.

BE IT RESOLVED THAT unit entry doors are to remain closed except when in use for entering or exiting the unit.

BE IT RESOLVED THAT unit entry doors are not to be propped open, left open or left ajar in any way.

Adopted this the 19 day of the month of November, 2020.

Chair: 

Date: April 21, 2021

Secretary: Janet Schaefer

Date: 04/21/2021

The Vaux Condominium Owners' Association

A resolution of the Board of the Directors

We, the undersigned Members of the Board of Directors of the Vaux Condominium Owners' Association, a nonprofit corporation, being all current members of such Board as presently constituted, do by this writing consent to the following resolution:

WHEREAS, there is a need for an effective plan to deal with emergencies effecting The Vaux, such as earthquake, fire, loss of power, gas leaks, etc., and

WHEREAS, planning is done more effectively by a small group

NOW THEREFORE BE IT RESOLVED by The Vaux Condominiums Owners' Association Board of Directors that there shall be the formation of an ad hoc emergency planning committee, heretofore called the ad hoc E-prep Committee, to recommend an emergency preparedness plan for the board's consideration that encompasses the following elements:

1. The Association's plans/actions regarding
  - a. Evacuation procedures/congregation locations(s)
  - b. Identification of residents and/or pets needing evacuation assistance
2. Recommendations for residents own emergency preparations
3. Methods for communicating and updating the plan
4. Work to be completed by December 31, 2021

Adopted this the 20<sup>th</sup> day of the month of May, 2021.

Chair: Paul Block Date: 05/24/2021

Secretary: Janet Schaefer Date: 05/26/2021



**THE VAUX CONDOMINIUMS OWNERS' ASSOCIATION**  
**Resolution of the Board of Directors**

**ELECTRIC VEHICLE CHARGING STATIONS**

**RECITALS**

- A. The Vaux Condominiums Owners' Association ("**Association**") is charged with the operation and management of the Vaux Condominium, located in Multnomah County, Oregon (the "**Condominium**").
- B. The Association is governed by the following documents recorded in the records of Multnomah County, Oregon:
1. *Declaration of Condominium Ownership for the Vaux Condominiums*, recorded September 20, 2006, as Document No. 2006-174967, including any amendments thereto ("**Declaration**");
  2. *Bylaws of the Vaux Condominiums Owners' Association*, recorded on September 20, 2006, as Exhibit D to the Declaration, Document No. 2006-174967, including any amendments thereto ("**Bylaws**");
  3. Plat for *Vaux Condominiums*, recorded on September 20, 2006, as Document No. 2006-174966, and at Book 1278, Pages 77-95, Plat Records ("**Plat**").
- C. The Association is governed by the Oregon Condominium Act, ORS Chapter 100, and is incorporated as a nonprofit corporation pursuant to the Oregon Nonprofit Corporation Act, ORS Chapter 65.
- D. Pursuant to Article 7, Section 7.26 of the Bylaws and ORS 100.405(4)(a), the Board of Directors may adopt rules and regulations governing the use of Units and Common Elements as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the Condominium property.
- E. Under Article 7, Section 7.5 and Article 8, Section 8.3 of the Bylaws, Owners may not make structural alterations to a Unit or make any alterations to the Common Elements of the Condominium without first obtaining the written approval of the Association.
- F. The Condominium includes 175 Parking Units ("**Parking Units**") as depicted on the Plat.
- G. Pursuant to ORS 100.627, Owners may submit an application to install an electric vehicle charging station ("**Charging Station**") for the personal, noncommercial use of Unit Owners.
- H. Pursuant to ORS 100.627(3)(d), the Association may impose reasonable restrictions on the installation and use of Charging Stations.

- I. Pursuant to ORS 100.627(6), the Association may assess any costs it incurs related to the installation and use of Charging Stations to the Owner who has, or will, install a Charging Station.
- J. The Board has received requests from Owners to install Charging Stations within the Owners' Parking Units. However, the Condominium Common Elements will require certain modifications in order to connect power to Charging Stations.
- K. The Board of Directors finds it to be in the best interests of the Association to adopt the procedures set forth below to handle requests from Owners to install Charging Stations and to establish rules and guidelines regarding the installation and use of Charging Stations.

### **RESOLUTION**

**NOW, THEREFORE, IT IS RESOLVED**, by the authority recited above, that the following procedures be adopted regarding the installation and use of Charging Stations:

- 1. **Application Requirement.** No electric vehicle charging station (“**Charging Station**”) may be installed in any Parking Unit unless the Owner has first submitted an application in writing to the Board of Directors and received approval to install the Charging Station. Once installed, Owners may not make alterations to any Charging Station without written approval by the Board.
- 2. **Architectural Guidelines and Standards.**
  - (a) **Boundaries of Parking Units.** All Charging Stations must meet the architectural restrictions of the Declaration and Bylaws. Charging Stations must be entirely contained within the boundaries of Parking Units as defined in the Declaration and as depicted on the Plat, and may not encroach on any other Unit or Common Elements except as necessary to connect power to the Charging Station.
  - (b) **Professional Installation.** The Charging Station must be installed by a person who holds a license as defined in the Oregon Condominium Act to act as a journeyman electrician.
  - (c) **Pedestals.** For any Charging Station that uses a pedestal or similar type of product located in the Parking Unit, the pedestal must be of a brand and model that is approved by the Board of Directors. A pedestal or similar Charging Station must be a certified electrical product, as defined in ORS 479.530. Notwithstanding ORS 100.627(7)(b), Charging Stations that do not meet the definition of “certified electrical product” shall not be approved.
  - (d) **No Commercial Use.** Charging Stations may only be used for personal, noncommercial use.

3. **Costs and Maintenance.** No Owner shall be approved to use a Charging Station except by the Owner's agreement to be responsible for the costs outlined below.
- (a) **Review Costs.** Owners are responsible for any charges or costs to review any applications submitted to install a Charging Station.
  - (b) **Infrastructure Costs.** Each Owner requesting to install a Charging Station shall be assessed a one-time charge of \$1,000.00 per Charging Station ("**Infrastructure Costs**") to facilitate the alteration and improvement of the building's core power equipment to enable connections to Charging Station(s). The Board may adjust the amount of the Infrastructure Costs prior to installation in its sole discretion. Owners will not be entitled to a refund of any or all of their contribution to Infrastructure Costs in the event the total contributions exceed the actual costs incurred.
  - (c) **Connection to Core Infrastructure.** Each Owner shall be assessed any and all costs of installing a requested Charging Station in the Owner's Parking Unit, including but not limited to wiring, conduits, post tension scanning, design, permits, and any other fees as determined by the Association.
  - (d) **Charging Station.** The costs of the approved pedestal or wall mounted Charging Station will be assessed to the Owner. The Association will arrange the installation of the pedestal. However, Owners with vehicles that do not require a pedestal may forego the installation of a pedestal. Compatible outlets will be installed for connection to either a pedestal or to the vehicle directly.
  - (e) **Ongoing Utilities Costs.** The Owner of the Parking Unit is also responsible for the costs of electricity associated with the Charging Station. All Charging Stations shall be connected to or contain a meter or other measuring device so that the amount of electricity used by the Charging Station can be measured by the Association and costs thereof assessed to the Owner. The Owner shall be responsible for the cost of any meter required by the Association, including any billing software, or local or cloud-based software applications or platforms as established by the Association.
  - (f) **Maintenance.** The Owner of the Parking Unit shall be responsible for the cost of damage to General Common Elements, Limited Common Elements and areas subject to the exclusive use of other Unit Owners that results from the installation, use, maintenance, repair, removal or replacement of the Charging Station.
  - (g) **Collection of Costs.** All costs assessed to Owners under this Resolution constitute an individual assessment to the Owner, which can be collected the same as any other assessment levied by the Board of Directors.

4. **Ownership of Charging Station and Infrastructure.** The infrastructure and wiring described above shall be part of the General Common Elements to be administered and maintained by the Association, the initial costs of which shall be assessed to each requesting Owner under Section 3(b) above. The Charging Station pedestal installed in the Parking Unit (if any) shall be owned and maintained by the Owner of the Parking Unit. The pedestal shall constitute an “outlet” of a utility line as described in the Declaration and shall not form any part of the Common Elements. The Owner of the Parking Unit retains the right to uninstall the pedestal or similar Charging Station (if any) from the Parking Unit upon sale of the Parking Unit. Any misuse of a Charging Station or violation of this Resolution or the Permit shall constitute grounds for removal of the Charging Station by the Association without refund of any initial costs as outlined above.
  
5. **Disclosure to Prospective Buyers.** The Owner of the Parking Unit is responsible for all disclosures to a prospective buyer of the Parking Unit of the existence of the Charging Station and the related responsibilities of the Unit Owner under this Resolution and the Permit.
  
6. **Assessments for Additional Costs.** If the Board reasonably determines that the cumulative use of electricity in the Condominium attributable to the installation and use of Charging Stations requires the installation of additional infrastructure improvements to provide the Condominium with a sufficient supply of electricity, the Board may assess the cost of the additional improvements against the Unit of each Owner who has installed, or will install, a Charging Station.
  
7. **Permit.** As a condition of approval of an application to install a Charging Station, the Unit Owner shall sign the permit attached as Exhibit A (“Permit”). The Permit shall be recorded in the Owner’s chain of title giving record notice of the Permit to any purchasers of the Unit. Owner shall be assessed the Association’s legal fees and costs incurred in the drafting, execution and recording of the Permit.
  
8. **Attorney Fees.** In any action between an Owner and the Association to enforce compliance with this Resolution, the prevailing party is entitled to an award of attorney fees and costs.

**FURTHER RESOLVED**, that a copy of this Resolution be distributed to each Owner at the Owner’s last known address.

The undersigned Chairperson and Secretary certify that this Resolution was approved by the Board of Directors at a meeting held on: 05/20/2021.

Paul Block  
 \_\_\_\_\_  
 , Chairperson  
 The Vaux Condominiums  
 Owners’ Association

Janet Schaefer  
 \_\_\_\_\_  
 , Secretary  
 The Vaux Condominiums  
 Owners’ Association

**EXHIBIT A**  
**Permit**

**After recording, return to:**

The Vaux Condominiums Owners' Association  
c/o Kin Living  
PO Box 4120 PMB 94598  
Portland, OR 97208-4120

**GRANTOR:** The Vaux Condominiums Owners' Association

**GRANTEE:** \_\_\_\_\_

**PERMIT AUTHORIZING THE INSTALLATION AND  
USE OF AN ELECTRIC VEHICLE CHARGING STATION  
AT PARKING UNIT  
THE VAUX CONDOMINIUMS OWNERS' ASSOCIATION**

**Recorded pursuant to ORS 205.130(2)(e) and 100.405(10)**

**Name of Association**

This Permit ("**Permit**") is issued by The Vaux Condominiums Owners' Association ("**Association**") for the purpose of authorizing the installation of an electric vehicle charging station in a Limited Common Element parking unit.

**Property Subject to this Permit and Covenant**

The property subject to this permit is the Limited Common Element parking unit indicated below in the Vaux Condominiums ("**Condominium**").

**RECITALS**

- A. The Association is the homeowner association charged with managing the affairs of the Condominium, located in Portland, Multnomah County, Oregon. The Association and the Condominium are governed by and subject to the following documents recorded in the records of Multnomah County, Oregon:
1. *Declaration of Condominium Ownership for the Vaux Condominiums*, recorded September 20, 2006, as Document No. 2006-174967, including any amendments thereto ("**Declaration**");
  2. *Bylaws of the Vaux Condominiums Owners' Association*, recorded on September 20, 2006, as Exhibit D to the Declaration, Document No. 2006-174967, including any amendments thereto ("**Bylaws**");

3. Plat for *Vaux Condominiums*, recorded on September 20, 2006, as Document No. 2006-174966, and at Book 1278, Pages 77-95, Plat Records (“**Plat**”).
- B. The undersigned Unit Owner(s) (“**Owner**”) desires to install an electric vehicle charging station (“**Charging Station**”) on the Limited Common Element parking unit indicated below at the Condominium.
- C. The Association grants a permit to Owner subject to the terms outlined below.

### **PERMIT**

**NOW THEREFORE**, in consideration of the recitals above and the mutual promises outlined below, the Association and Owner agree as follows:

1. **Permit.** In accordance with ORS 100.405(10), the Association hereby permits the Owner to install, and to keep a Charging Station in the Owner’s Limited Common Element Parking Unit indicated below (“**Parking Unit**”) in the Condominium, as depicted on the Plat. All installation of the Charging Station, including the pedestal, if any, shall only be done by contractors hired by the Association. The Owner may not make alterations to the Charging Station without written approval by the Board. This Permit is subject to the Declaration, Bylaws, and rules and regulations as adopted and amended by the Board of Directors, including the *Electric Vehicle Charging Stations Resolution* adopted by the Board (“**Charging Station Resolution**”).
2. **Payments of Costs.** The Owner agrees to pay the following costs which will be assessed to Owner as provided in the Charging Station Resolution.
  - (a) **Review Costs.** The Owner is responsible for any charges or costs to review any application submitted to install a Charging Station.
  - (b) **Infrastructure Costs.** The Owner shall be assessed a one-time charge of \$1,000.00 per Charging Station (“**Infrastructure Costs**”) to facilitate the alteration and improvement of the building core power equipment to enable connections to Charging Station(s).
  - (c) **Connection to Core Infrastructure.** The Owner shall be assessed any and all costs of installing a requested Charging Station in the Owner’s Parking Unit, including but not limited to wiring, conduits, post tension scanning, design, permits, and any other fees.
  - (d) **Charging Station.** If required for the Owner’s vehicle, the costs of the approved pedestal wall mounted Charging Station will be assessed to the Owner. The Association will arrange the installation of the pedestal.
  - (e) **Ongoing Utilities Costs.** The Owner of the Parking Unit is also responsible for the costs of electricity associated with the Charging Station. All Charging Stations shall be connected to or contain a meter or other measuring device so that

the amount of electricity used by the Charging Station can be measured by the Association and costs thereof assessed to the Owner. The Owner shall be responsible for the cost of any meter required by the Association, including any billing software, or local or cloud-based software applications or platforms as established by the Association.

- (f) **Maintenance.** The Owner of the Parking Unit shall be responsible for the cost of damage to General Common Elements, Limited Common Elements and areas subject to the exclusive use of other Unit Owners that results from the installation, use, maintenance, repair, removal or replacement of the Charging Station.
3. **No Commercial Use.** Charging Stations may only be used for personal, noncommercial use.
4. **Maintenance.** The Owner shall maintain the Charging Station and keep it in good repair and condition. Such maintenance shall be at the sole cost of the current owner of the Parking Unit. In the event the Owner fails to perform the necessary maintenance of the Charging Station, the Association shall have the right to enter the Owner's Parking Unit and perform the necessary maintenance or remove the Charging Station, at its discretion, and to assess the Owner all costs incurred.
5. **Revocation.** Any misuse of a Charging Station or violation of this Permit shall constitute grounds for removal of the Charging Station without refund of any costs or assessments as outlined herein. All costs of removing the Charging Station and restoring the Condominium to its original condition shall be assessed to the Owner.
6. **Ownership.** The Charging Station pedestal installed in the Parking Unit shall be owned and maintained by the Owner of the Parking Unit. The pedestal shall constitute an "outlet" of a utility line as described in the Declaration and shall not form any part of the Common Elements. The Owner of the Parking Unit retains the right to uninstall the pedestal upon sale of the Parking Unit.
7. **Disclosure to Prospective Buyers.** The Owner of the Parking Unit is responsible for all disclosures to a prospective buyer of the Unit of the existence of the Charging Station and the related responsibilities of the Owner under this Permit.
8. **Assessments for Additional Costs.** If the Board reasonably determines that the cumulative use of electricity in the Condominium attributable to the installation and use of Charging Stations requires the installation of additional infrastructure improvements to provide the Condominium with a sufficient supply of electricity, the Board may assess the cost of the additional improvements against the Unit of each Owner who has installed, or will install, a Charging Station.
9. **Indemnification.** The Owner shall defend, indemnify and hold the Association, its directors, officers, employees and managers harmless from any claim, loss, damage, personal injury or other harm to any person or property caused by or arising from the installation, maintenance, use, unauthorized use or alterations of the Charging Station.

10. **Insurance.** The Owner shall maintain a policy of liability insurance with a minimum limit of one million dollars (\$1,000,000.00) applicable to the Parking Unit and Charging Station. The Owner shall cause the Association to be added as an “Other Interest” on the insurance policy covering Owner’s Unit.
11. **Disruption of Electrical Service.** The Association shall have no liability to the Owner for any disruption in the provision of electricity to the Charging Station, regardless of the cause of the disruption.
12. **Binding Effect.** The agreements contained in this Permit shall be covenants running with the Unit that are binding on the Owner’s heirs, successors and assigns. The Association shall record this Permit in the records of Multnomah County, Oregon.
13. **Attorney Fees.** If suit or action is entered into to enforce any of the terms or provisions of this Permit or any of the documents or agreements entered into pursuant to this Permit, the prevailing party shall be entitled to its costs and reasonable attorney fees in any such suit or action, and in any appeal therefrom or review thereof.
14. **Amendments.** Upon mutual agreement by the Owner and the Board, the Board may record an amendment, modification, termination or other instrument relating to this Permit only by a writing executed by the Owner and the chairperson and secretary of the Association and acknowledged in the manner provided for acknowledgment of such instruments. Any amendment shall include a reference to the location of the recorded Permit. Nothing in this Section 12 is intended to limit the Board’s authority or to obtain the Owner’s agreement to adopt or amend rules and regulations applying to Charging Stations applicable to all owners of the Condominium.
15. **Counterparts.** This Permit may be signed in any number of counterparts, each of which is an original and all of which taken together form one single document.

*[Signatures on following page]*



**OWNER**

The undersigned Owner of Unit \_\_\_\_\_ and Limited Common Element Parking Unit \_\_\_\_\_ in the Vaux Condominiums agrees to the foregoing permit and covenant for recording.

If there is more than one owner of the Unit, attach additional Owner Signature Pages to this Permit.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

STATE OF OREGON            )  
  ) ss.  
County of \_\_\_\_\_        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public for Oregon

*[Additional signatures on following page]*

**THE VAUX CONDOMINIUMS OWNERS' ASSOCIATION**, an Oregon nonprofit corporation

By: \_\_\_\_\_, Chairperson

By: \_\_\_\_\_, Secretary

STATE OF OREGON )  
 ) ss.  
County of \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, Chairperson of The Vaux Condominiums Owners' Association.

\_\_\_\_\_  
Notary Public for Oregon

STATE OF OREGON )  
 ) ss.  
County of \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, Secretary of The Vaux Condominiums Owners' Association.

\_\_\_\_\_  
Notary Public for Oregon

**VAUX CONDOMINIUMS OWNERS' ASSOCIATION**  
**Resolution of the Board of Directors**

**RESERVE BORROWING RESOLUTION**

**RECITALS**

- A. Vaux Condominiums Owners' Association (the "**Association**") is charged with the operation and management of The Vaux Condominiums, located in Multnomah County, Oregon (the "**Condominium**").
- B. The Condominium was created under the Oregon Condominium Act, ORS chapter 100, and is governed by the following documents recorded in Multnomah County, Oregon:
  - 1. *Declaration of Condominium Ownership for The Vaux Condominiums*, recorded September 20, 2006 as Document No. 2006-174967, including any amendments or supplements thereto ("**Declaration**").
  - 2. *Bylaws of The Vaux Condominiums Owners' Association*, recorded September 20, 2006 as Exhibit D to the Declaration, Document No. 2006-174967, including any amendments thereto ("**Bylaws**").
  - 3. Plat of *The Vaux Condominiums*, recorded September 20, 2006 as Document No. 2006-174966, and in Book 1278, Pages 77-95, plat records.
- C. The Association is also governed by the Oregon Nonprofit Corporation Act, ORS chapter 65.
- D. ORS 100.417 and Section 3.2 of the Bylaws vest the Board of Directors ("**Board**") with all of the powers and duties necessary for the administration of the affairs of the Association.
- E. Pursuant to ORS 100.175(7)(b) and Section 5.2 of the Bylaws, the Board may adopt a resolution authorizing the borrowing of reserve funds in order to meet high seasonal demands on the regular operating funds, to meet unexpected increases in expenses, or to meet other temporary expenses.
- F. The Board has determined that the Association has a shortfall in its operating budget. The Board has further determined that it is in the best interests of the Association to borrow \$90,926.96 from its reserves to cover insurance premiums, and to adopt a plan to repay the reserves.

**RESOLUTION**

**NOW THEREFORE IT IS RESOLVED THAT**, pursuant to the recitals above, the Board hereby adopts the following plan to borrow from the Association’s reserves and to repay the amount borrowed:

1. The Board will borrow \$90,926.96 from reserves to cover the premiums for the Association’s earthquake and umbrella insurance policies. The loan will accrue interest at a 3.0% annual rate.
  
2. The Board will cause the loan from reserves to be repaid in twelve (12) monthly installments of \$7,700.94, beginning in January, 2023 and continuing through December, 2023.

The undersigned Chairperson and Secretary certify that this Resolution was approved by the Board of Directors at a meeting held on: December 21, 2022.

Dated: 01/16/2023.



\_\_\_\_\_  
Hal Barwood, Chairperson  
The Vaux Condominiums Owners’ Association



\_\_\_\_\_  
Susan Ackley, Secretary  
The Vaux Condominiums Owners’ Association

**THE VAUX CONDOMINIUMS OWNERS' ASSOCIATION**  
**Resolution of the Board of Directors**

**INSURANCE**

**RECITALS**

- A. “**Association**” is The Vaux Condominium Owners’ Association, an Oregon nonprofit corporation charged with the operation and management of the Vaux Condominium, located in Multnomah County, Oregon (the “**Condominium**”).
- B. The Condominium was established pursuant to the Oregon Condominium Act, ORS chapter 100, by the following documents recorded in the Records of Multnomah County, Oregon:
1. *Declaration of Condominium Ownership for the Vaux Condominiums*, recorded September 20, 2006, as Document No. 2006-174967, including any amendments thereto (“**Declaration**”);
  2. *Bylaws of the Vaux Condominiums Owners’ Association*, recorded September 20, 2006, as Exhibit D to the Declaration, Document No. 2006-174967, including any amendments thereto (“**Bylaws**”);
  3. Plat for *Vaux Condominiums*, recorded September 20, 2006, as Document No. 2006-174966, and at Book 1278, Pages 77-95, Plat Records.
- C. The Association is also governed by the Oregon Nonprofit Corporation Act, ORS chapter 65.
- D. ORS 100.435 allows the Board of Directors to adopt a resolution to assign responsibility for payment of the Association’s insurance deductible, to require unit owners to obtain insurance coverage on their units, and to prescribe procedures for processing insurance claims.
- E. ORS 100.405(4)(a) and Article 7, Section 7.26 of the Bylaws provide that the Association has the authority to promulgate rules and regulations necessary for the administration of the affairs of the Association.
- F. Article 9 of the Bylaws provides that the Board of Directors shall have all of the power to obtain insurance pursuant to the provisions of the Bylaws, and prescribes the types of insurance the Association must obtain and maintain at all times and pay for out of the common funds, for the benefit of the Association and unit owners.
- G. The Declaration and Bylaws do not define the responsibility for payment of the deductible under any of the Association’s insurance policies.

- H. It is the intent of the Board of Directors to (a) ensure that the Association has adequate coverage for property and liability insurance, (b) ensure the continuing insurability of the Association at a reasonable price, and (c) prescribe a procedure for reporting and processing insurance claims.

**NOW THEREFORE BE IT RESOLVED THAT**, pursuant to ORS 100.435 and in consideration of the recitals above, the conditions, requirements, and procedures set forth below be adopted.

**ARTICLE I  
INSURANCE DEDUCTIBLE; OWNER AND TENANT INSURANCE**

**1.1 Determination of Deductible; Notice.**

- (a) **Determination of Deductible by Board.** Subject to the requirements of the Bylaws, the Board of Directors shall determine the amount of the deductible for property loss insurance policies and any other insurance policies required to be obtained by the Association as provided in the Declaration, Bylaws, or applicable law. In determining the deductible under the policies, the Board shall take into consideration, among other factors, the availability, cost, and loss experience of the Association. In making the determination, the Board members shall exercise their reasonable business judgment.
- (b) **Notice.** Pursuant to the Bylaws, to the extent reasonably practicable, and subject to delay in the insurance market, the Board of Directors shall give written notice to the owners of the amount of the deductible under the Association policies and any change in the deductible proposed in renewal or replacement insurance policies thirty (30) days in advance of the effective date of the change. The notice shall be delivered to each unit, mailed to the mailing address of each unit, or mailed to the mailing address designated in writing by the owners. The notice shall include the following notice in at least 12-point type that is either all capitals or boldface:

**NOTICE  
CHANGE IN ASSOCIATION  
INSURANCE COVERAGE**

**THERE ARE CHANGES IN INSURANCE POLICIES CARRIED BY THE ASSOCIATION. YOU SHOULD IMMEDIATELY NOTIFY YOUR INSURANCE AGENT OF THE CHANGES SET FORTH IN THE ENCLOSED INFORMATION AND ASK YOUR AGENT TO DETERMINE IF CHANGES TO YOUR INSURANCE POLICIES ARE NECESSARY.**

**1.2 Responsibility for Insurance.** The responsibility for insurance shall be as provided in this section.

- (a) **Owner Property and Loss Assessment Insurance.** Owners shall be responsible for obtaining and maintaining insurance policies covering the full insurable value of their own personal property, and for insurance covering the the cost of any deductible for which the owner may be responsible under Section 1.3, below. Owners shall also be responsible for obtaining and maintaining loss assessment insurance. Owners are also responsible for any other insurance requirement contained in the Declaration or Bylaws.
- (b) **Owner Liability Insurance.** Owners shall each obtain and maintain liability insurance policies. The coverage shall be a comprehensive liability policy with combined limits of not less than Five Hundred Thousand Dollars (\$500,000.00) for each occurrence and shall provide coverage for, without limitation, the negligent acts of owners and tenants, their guests or other occupants of the unit for damage to the general and limited common elements and other units and the personal property of the others located therein, including the cost of any deductible for which owner may be responsible under Section 1.3, below. Owners leasing their unit to a tenant shall additionally obtain and maintain a landlord's insurance policy or businessowner's liability policy.
- (c) **Tenant Property and Liability Insurance.** Tenants shall be responsible for insuring their own personal property for any loss or damage. Any owner who rents a unit shall require the owner's tenant to have a renter's liability insurance policy with coverage of not less than One Hundred Thousand Dollars (\$100,000.00), subject to the provisions of the Oregon Residential Landlord and Tenant Act, ORS chapter 90.
- (d) **Board Notification.** Owners shall notify the Board, in writing, prior to making any improvement valued at more than \$500.00.
- (e) **Association.** The Association shall have no responsibility to obtain or assist in obtaining property loss insurance for any owner or tenant (1) for damage to a unit or appurtenant limited common element not covered by the Association's policy, or (2) for any damage or loss to the owner's or tenant's personal property. The Association shall not be responsible for obtaining coverage for loss of use or loss of rents arising from any displacement, or mortgage. Association shall not be responsible for purchasing coverage for automobiles or other vehicles.
- (f) **Proof of Insurance.** Each owner shall provide a certificate of insurance to the Board of Directors for any insurance policy that owners must obtain under this section. Owners are responsible for ensuring that tenants provide the Board of Directors any insurance policy that tenants must obtain under this section.

- (g) **Association as Additional Interest.** Owners and tenants shall cause the Association to be named as an additional interest on any insurance policy that owners and tenants are required to obtain under this section.

**1.3 Deductible.** The responsibility for payment of deductible amounts for a loss covered under any Association insurance policy shall be determined as set forth herein. If the cost to repair the damage is less than the deductible of the applicable Association insurance policy, responsibility for the cost of repair shall be determined in the same manner.

(a) **Damage Not Resulting from Negligence.**

(1) **Damage Affecting More Than One Unit.** If a loss affects more than one unit, when there is no negligence by any party, the parties which have sustained damage (the Association, unit owners or both), shall pay their proportionate share of the Association deductible. The share shall be a percentage determined by dividing the damage to those portions of the building the non-casualty maintenance of which is the responsibility of that party under the governing documents of the Association, by the total of all building damage incurred in the loss. For example, if the Association's deductible is \$25,000.00 and a casualty event damages the common elements to the extent of \$30,000.00, one unit to the extent of \$45,000.00, and a second unit to the extent of \$45,000.00, for total damage equaling \$120,000.00, then the \$10,000.00 deductible would be allocated \$6,250.00 to the Association and \$9,375.00 to each owner.

(2) **Damage Affecting One Unit.** If the damage is confined to a single unit, the unit owner shall be responsible for the entire deductible of the Association policy.

(3) **Per Unit Deductible.** If the Association purchases insurance with a per-unit deductible, each owner shall be responsible for paying the "per unit" deductible associated with the unit when the deductible applies to the loss.

(b) **Damage Resulting from Negligence.** Regardless of whether the loss affects more than one unit, the common elements or a combination thereof, to the extent the damage is the result of the negligence of an owner, the Association deductible shall be allocated to the negligent owner. If the Association purchases insurance with a per-unit deductible the negligent owner shall be responsible for paying the "per unit" deductible associated with each damaged unit.

(c) **Owner Policy Deductible.** Owners of damaged units shall each be responsible for payment of their individual condominium unit owner policy deductible.

(d) **Earthquake or Catastrophic Coverage Deductible.** If the Association carries such a policy, Owners are responsible for the payment of deductible amounts for a loss covered under the Association's earthquake or catastrophic loss coverage in the amount equal to their interest in the common elements.



**ARTICLE II  
DUPLICATE INSURANCE COVERAGE**

In the event of duplicate insurance coverage, the insurance policy obtained by the Association shall be considered the primary coverage. Owners are responsible for performing their own due diligence prior to purchasing insurance. The Association will not review or monitor owners' insurance purchases and is not responsible for any lack or gap in coverage under those policies.

**ARTICLE III  
PROCEDURE FOR CLAIMS HANDLING**

- 3.1 Tendering Claims.** All claims against the Association's insurance shall be processed through and coordinated by the Board of Directors, or, if authorized, the Association's managing agent.
- 3.2 Charges and Administrative Services.** Charges of managing agents for handling claims shall be paid by the Association to the extent the deductible is paid by the Association; and by the owner or owners to the extent the deductible is paid by the owner or owners under Section 1.3, above. The Association shall, when possible, include the managing agent's insurance claims administrative services within the insurance claim, if a claim is filed.
- 3.3 Reimbursement.** The Association shall seek reimbursement for all expenses of processing the claim from an owner when the insurance does not cover all the costs if an owner is responsible for damage under Section 1.3, above. If owners of more than one unit are responsible for the damage, the allocation of expenses shall be as provided in Section 1.3, above.

**ARTICLE IV  
DAMAGE REPAIR NOT COVERED BY INSURANCE**

The responsibility for damage repairs for a loss not covered by Association or owner insurance policies shall be determined as follows.

- 4.1 Damage Not Resulting from Negligence.** In the event of an uninsured loss where there is no negligence by any party, responsibility for repairs for each damaged building component shall remain with the party responsible for the maintenance, repair, and replacement of that building component pursuant to the Declaration and Bylaws. Damage to personal property shall be the responsibility of the owner of the damaged property.
- 4.2 Damage Resulting from Negligence.** To the extent an uninsured loss is the result of the fault of the Association or an owner, the negligent party shall be responsible for the cost of all repairs. Regardless of the responsibility for payment, in all cases the Association shall manage repairs to building components or areas for which it has the maintenance, repair and replacement responsibility pursuant to the Declaration and Bylaws.

**ARTICLE V  
OTHER RIGHTS AND REMEDIES**

Nothing in this Resolution prohibits owners from pursuing any rights or remedies, such as contribution or subrogation, that an owner may be legally entitled to pursue.

**BE IT FURTHER RESOLVED THAT** 1) a copy of this Resolution and 2) a notice advising owners to contact the owner's insurance agent to determine the effect of this Resolution on the owner's individual insurance coverage be delivered to each unit, mailed to the mailing address of each unit, or mailed to the mailing address designated in writing by the owners.

ATTEST:

*Hal Barwood*

*Susan Ackley*

\_\_\_\_\_  
Hal Barwood, Chairperson

\_\_\_\_\_  
Susan Ackley, Secretary

The Vaux Condominiums Owners' Association

The Vaux Condominiums Owners' Association

DATED: \_\_\_\_\_ May 17, 2023.

**THE VAUX CONDOMINIUMS OWNERS' ASSOCIATION**  
**Resolution of the Board of Directors**

**RENTING AND LEASING OF UNITS**

**RECITALS**

- A. “**Association**” is The Vaux Condominium Owners’ Association, an Oregon nonprofit corporation charged with the operation and management of the Vaux Condominium, located in Multnomah County, Oregon (the “**Condominium**”).
- B. The Condominium was established pursuant to the Oregon Condominium Act, ORS chapter 100, by the following documents recorded in the Records of Multnomah County, Oregon:
1. *Declaration of Condominium Ownership for the Vaux Condominiums*, recorded September 20, 2006 as Document No. 2006-174967, including any amendments thereto (“**Declaration**”);
  2. *Bylaws of the Vaux Condominiums Owners’ Association*, recorded September 20, 2006 as Exhibit D to the Declaration, Document No. 2006-174967, including any amendments thereto (“**Bylaws**”);
  3. Plat for *Vaux Condominiums*, recorded September 20, 2006 as Document No. 2006-174966, and at Book 1278, Pages 77-95, Plat Records.
- C. The Association is also governed by the Oregon Nonprofit Corporation Act, ORS chapter 65.
- D. ORS 100.417 and Section 3.2 of the Bylaws vest the Board of Directors (“**Board**”) with all of the powers and duties necessary for the administration of the affairs of the Association.
- E. Section 7.1 of the Bylaws contains limitations on owners’ right to rent Units, including a limitation on the number of Primary Units which may be occupied by non-owners at any given time.
- F. ORS 100.405(4)(a) and Section 7.26 of the Bylaws provide that the Association’s Board of Directors has authority to promulgate such policies, rules and regulations as the Board may deem to be in the best interest of the Association.
- G. The Board finds it to be in the best interests of the Association to implement a uniform procedure of approving and tracking rented or leased Units and to manage the limitation on the number of Primary Units that may be rented or leased.

## RESOLUTION

**NOW, THEREFORE, BE IT RESOLVED** that in consideration of the recitals above, which are incorporated herein, the Board of Directors hereby adopts the following rules and regulations regarding the renting and leasing of Units.

1. All prior rules, regulations, and resolutions related to the rental and leasing of Units are hereby repealed and replaced by this Resolution.
2. **Definitions.** The definitions contained in the Declaration and Bylaws apply to this Resolution.
3. **Application and Approval to Rent or Lease Primary Unit.**
  - (a) **Application and Approval.** Before renting or leasing a Primary Unit, an owner shall submit a written or online application to the Board of Directors for a determination that the rental or lease of the Unit will not be in violation of the Rental-Lease Limit and receive approval to rent or lease the Unit.
  - (b) **Board Procedure for Review and Determination.**
    - (i) The Board of Directors or its agent shall review applications in chronological order based on the date of receipt of the application. Within ten (10) business days of receipt of a written application, the Board or agent shall approve the application unless the rental or lease would result in the number of Units being rented or leased exceeding the Rental-Lease Limit.
    - (ii) Within twenty (20) business days of receipt of the application, the Board or agent shall give the owner written notice of the decision.
    - (iii) Failure of the Board or agent to respond within the time period specified in this Section does not constitute approval.
  - (c) **Waiting List.** If an owner's application is denied, unless otherwise directed in writing by the owner, the applicant shall be placed on a waiting list according to the date the application was received so that the owner whose application was earliest received shall have first opportunity to rent or lease the owner's Unit upon submitting an application.
  - (d) **Notice of Ability to Rent or Lease Unit.** Any time the number of Primary Units rented or leased falls below the Rental-Lease Limit, the Board shall promptly notify the owner who is first on the waiting list that the owner's request is approved. That owner shall then be permitted to rent or lease owner's primary unit, but will lose

such right and be required to submit a new application if the owner fails to enter a lease agreement with a tenant who occupies the unit within ninety (90) days of the date the owner is notified of the right to rent or lease.

- (e) **Right to Rent or Lease Non-Transferable.** The right to rent or lease terminates when an owner sells, assigns, transfers or conveys all or any part of owner's interest in the Unit (other than any transfer to a spouse, a trust of which the Unit owner is the sole beneficiary, or other business entity in which a majority interest is owned by the Unit owner).
  - (f) **Authorization of Others to Perform Duties.** The Board of Directors may grant the Association's management agent or other person the authority to review and, except for applications for a Hardship Exception, to approve or deny applications under this Section.
  - (g) **Requirement if Lease or Rental Terminated.** If a lease or rental is terminated, the owner may rent or lease the Unit to a new tenant within ninety (90) days without being required to resubmit an application to the Board to rent or lease the Unit. After ninety (90) days, the owner shall forfeit the right to rent or lease the Unit and must resubmit an application. Additionally, the owner shall forfeit the right to rent or lease the Unit if:
    - (i) The tenant abandons the Unit for a period of greater ninety (90) days;
    - (ii) The rental or lease agreement expires without the owner and the tenant entering into a new rental agreement;
    - (iii) The rental or lease agreement expires without the owner and a new tenant entering into a new agreement within ninety (90) days of the expiration of the prior agreement;
    - (iv) The tenant is evicted and no longer in possession of the Unit and the owner fails to enter into a rental or lease agreement with a new tenant within ninety (90) days after the eviction; or
    - (v) The owner sells, assigns, transfers or conveys all or any part of owner's interest in the Unit (other than any transfer to a spouse, a trust of which the Unit owner is the sole beneficiary, or other business entity in which a majority interest is owned by the Unit owner).
4. **Fees.** Owners who have been approved to lease or rent a Primary Unit will be assessed a \$250.00 non-refundable Rental Processing Fee. Fee to be assessed to the owner each time a new tenant occupies their Primary Unit.

5. **Rental and Lease Agreement; Copies of Documents.**

- (a) **Rental and Lease Agreement Requirements.** A rental or lease agreement must be in writing and provide that:
- (i) The agreement and tenants are subject in all respects to the provisions of the Declaration, the Bylaws, any amendments to the Declaration or Bylaws and all rules and regulations adopted at any time by the Association;
  - (ii) The tenant must comply with all applicable requirements of the Declaration, Bylaws, and any rules and regulations; and
  - (iii) Failure by a tenant to comply with the Declaration, Bylaws, and any rules and regulations constitutes a default under the rental or lease agreement, and that in the event of default, the Association may require the owner to terminate the rental or lease agreement and require the owner to evict the tenant.
- (b) **Copies of Documents Required to be Provided to Tenants.**
- (i) The owner shall provide the tenant with a copy of the Declaration, the Bylaws, including any relevant amendments to the documents, and all rules and regulations of the Association then in effect. If any document is amended, revised, changed, or supplemented by the Association, the owner shall provide the tenant with a copy of the amendment, revision, change or supplement within twenty (20) calendar days of adoption by the Association or the Board of Directors. The owner may provide the documents electronically, including by email or by posting of the documents on a website.
  - (ii) If the owner fails to provide copies of the Declaration, Bylaws, and any rules and regulations, the Association shall provide the documents to the tenant and shall assess the owner a reasonable charge for the cost incurred in providing the documents.
- (c) **Information and Documents Required to be Furnished to the Association.** Within ten (10) days of occupancy by a new tenant, the owner shall provide the Association with the following:
- (i) The contact information for the current tenants and the names of all occupants.
  - (ii) A copy of the rental or lease agreement.

- (iii) Evidence of the tenant's renters' insurance consistent with the required coverage pursuant to the Insurance Resolution adopted by the Association and applicable Oregon laws.

**6. Remedies.**

- (a) If an owner rents or leases a Primary Unit without submitting the required application and receiving approval to rent or lease the Unit, or if the owner otherwise violates the rental restriction in the Declaration, Bylaws, or this Resolution, the Board of Directors may:
  - (i) Assess fines against the owner and owner's Unit in an amount to be determined by the Board of Directors pursuant to a schedule of fines adopted by the Board in accordance with ORS 100.405(1)(k); and
  - (ii) Regardless of whether any fines have been imposed, proceed with any other available legal remedies, including, without limitation, an action to require the owner to terminate the rental or lease agreement and require the owner to remove the tenant.
- (b) If the Board of Directors determines that a tenant has violated a provision of the Declaration, Bylaws, or any rules and regulations, the Board of Directors may require an owner, after notice and an opportunity to be heard, to terminate the rental or lease agreement and require the owner to remove the tenant.

**BE IT FURTHER RESOLVED** that a copy of this Resolution be sent to each owner at their last known address.

ATTEST:



\_\_\_\_\_  
Hal Barwood, Chairperson  
The Vaux Condominiums Owners' Association



\_\_\_\_\_  
Susan Ackley, Secretary  
The Vaux Condominiums Owners' Association

DATED: \_\_\_\_\_ June 21 \_\_\_\_\_, 2023.