

A faint, circular logo is centered in the background. It features a stylized, abstract figure that resembles a person or a character, possibly a knight or a warrior, rendered in a light gray or white color. The figure is composed of thick, rounded lines and is set against a circular background.

# HOUSE RULES & REGULATIONS

ELIZABETH LOFTS CONDOMINIUMS

REVISED JUNE 6, 2022

# The Elizabeth Lofts Condominiums House Rules & Regulations

## INTRODUCTION

The *House Rules & Regulations* were created and adopted by The Elizabeth Lofts Board of Directors to serve as a supplement to the *Declaration of Condominium Ownership* and the *Bylaws of Elizabeth Lofts Condominium Owners' Association*. Where applicable, the specific article of the *Bylaws* or *Declaration* has been referenced. If there is no such reference, the statement has been adopted by the Board of Directors in accordance with its powers and duties to administer the affairs of the Association. (Bylaws 7.26)

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

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

House Rules Committee  
The Elizabeth Lofts Board of Directors  
December 2006

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# Important Notice

**Building security is a priority and it depends on you.** [House Rule 1.1]

- Do not admit anyone you do not know into the building. Visitors can contact the Concierge at the call box for assistance. [House Rule 1.3]
- When entering and exiting the building on foot, make sure that all exterior doors are closed and latched properly and completely behind you before you proceed. Make sure no one that you do not know enters the building. [House Rule 1.7]
- Stop immediately upon entering and exiting the garage and wait for the gates to close completely. Make sure no one enters the garage after you enter or exit. [House Rules 1.5, 1.6]
- Immediately report any intruders or any suspicious behavior to the Concierge, police, or security company (see phone numbers in Section 1.9 of the House Rules). [House Rule 1.9]

**Virtually ALL modifications and/or improvements to your unit require prior approval through the Architectural Review process.** [House Rule 22.1]

- Commercial painting and the replacement of appliances must be approved in advance. [House Rule 22.1]
- Do not insert fasteners or drill into the ceiling, floor, concrete columns, building envelope, demising walls between units, or corridor walls without permission. The floors and ceilings of The Elizabeth contain cables that support the building. Damaging these cables will cause structural damage to the building for which you will be responsible. [Bylaws 7.6; House Rule 22.4]
- Do not drill, bore, or cut any holes in the floor or ceiling more than 3/4" in depth. [Bylaws 7.6]
- Do not install a molly bolt in perimeter or demising walls or penetrate such walls beyond the sheetrock. [Bylaws 7.6]
- See the Alteration & Modification Protocol for further information.

**Sprinklers, fire alarms, and smoke detector systems should not be modified in any way.** [House Rules 9.3, 22.5]

- Immediately report any defects to these systems to the Board or management company. [House Rule 22.5]
- Be extra careful when working (or storing items) around sprinkler heads — setting them off may cause extensive water damage to your unit and surrounding units for which you will be responsible. [House Rule 22.5]

- Use the fire pulls in the corridor — when appropriate — to notify the fire department. If you have excess smoke in your unit from cooking, open a window. Do not open your unit door. [House Rule 9.4]

**All terraces and Juliette balconies have a load limit.** [House Rules 17.6, 22.8]

- For units with terraces, please consult with the Architectural Review Committee before installing any objects other than traditional deck furniture. [House Rule 22.8]
- ONLY natural gas BBQs are permitted on terraces. Propane tanks are not allowed into the building by Fire Code. [Bylaws 7.25; House Rule 17.6]
- Juliette balconies are intended to contain a few plants, but they are not constructed to hold a person or other heavy items, such as BBQs. All plants must be on drip pans that can contain ALL of the water. No pet relief pads of any kind are allowed. [House Rules 17.6, 17.7, 17.6]

**No smoking of any kind is allowed on the property,** except in designated areas away from the entrances. [House Rule 5].

**Moves and Deliveries:**

- **All moves into and out of the building** need to be coordinated with the Move Coordinator at least 14 days in advance. [House Rule 26.1]
- **All single item moves,** such as a new appliance or a piece of furniture, need to be coordinated with the Concierge. [House Rule 26.2]

**Pets are welcome at The Elizabeth. However, it is important to respect your neighbors and comply with House Rules related to pets.** [House Rule 21.1]

- All animals must be on leash and under your control at all times in the common areas. [House Rule 21.2]
- Please “water” your dogs away from the building and clean up after them. Do not allow your dog(s) to relieve themselves on the plants in the Plaza, as this has repeatedly killed the plants in that location. [House Rule 21.3]
- Animal waste — including cat litter — cannot be disposed of in the garbage chute and must be double-bagged and disposed of in the dumpster in the Trash and Recycling Room on the first floor. [House Rule 21.12]
- Pets are not allowed on the Juliette balconies or in window boxes at any time for any purpose. No pet relief pads are allowed on balconies or in window boxes. [House Rule 21.13]

## **SECTION A. SECURITY**

### **1. General Security**

- 1.1. The security of the building is no better than the determination of the owners and tenants to keep it secure. The Elizabeth Lofts is your home, and everyone living here should be as aware and assertive about protecting the security of the building as if it were their private home.
- 1.2. It is difficult to deny access to the building to people who appear to have a reason to enter, or to deny assistance to someone trying to go up in the elevator; however, the owners and tenants must be diligent in this regard. Otherwise, there is effectively no security in the building beyond the lock on your unit's door.
- 1.3. Do not admit anyone you do not know into the building at any time, for any reason, no matter how nice they look or how reasonable their explanation. If they have a legitimate reason for being in the building, they will be able to reach the party they are visiting from the front and back door call boxes. If the party they are visiting is not home, then they can contact the Concierge for further assistance.
- 1.4. Tell your guests not to expect to enter the building without using the call box and ask them not to expect other people entering the building to let them in.
- 1.5. Vehicles must stop immediately upon entering or exiting the garage and ensure that the garage doors close fully behind them before proceeding. Make sure no one enters the garage after you enter or exit.
- 1.6. When approaching the parking garage, if another driver has activated the gates and is either entering or exiting, please allow the doors to close completely before activating the doors to open for your entry. Do not tailgate or piggyback into the garage behind another car. While you know that you are authorized to enter the garage, the other driver may not recognize you.
- 1.7. When entering and exiting the building on foot, make sure that all exterior doors are closed and latched properly and completely behind you before you proceed. If someone you do not know enters the building when you are entering or exiting, immediately contact the Concierge, police, or security company.
- 1.8. There is never a good reason to give a stranger access to either the lobby, the floors, or the parking garage. If someone is in need of assistance or has a question about the building or another resident, direct them to the Concierge.

**1.9. Immediately report all intruders or suspicious activity:**

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

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

- 2.1. If you are locked out of the building and/or your individual unit, you must, at your own expense, call a locksmith.
- 2.2. You have the option of leaving a key to your unit with the Concierge. You will be given a *Key and Access Agreement* to sign. Please remember, however, that the Concierge is only available to give you your key during the hours listed in Paragraph 1.9 above. The security company does not have access to unit keys.
- 2.3. If forced entry into the building or your unit is required, all associated costs (including, but not limited to, damage repairs) will be billed to the unit owner.
- 2.4. Please remember that you must have your common area key in order to access all common areas such as stairway doors and the Trash and Recycling Room on the main floor.
- 2.5. Owners and tenants must use a fob to access the building (unless entry is gained using your cell phone as described immediately below).
- 2.6. You may have your cell phone programmed into the entry call box. If you call yourself on the call box, you can then press "9" on your cell phone to unlock the doors and allow elevator access to your floor.

## **SECTION B. UNIT INFORMATION**

### **3. General Occupancy**

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

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

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

- 4.2. Parties and other gatherings are prohibited in the hallways, stairwells, elevators, and garages. Parties and other gatherings are permitted on the plaza and in the community room if scheduled in advance with the Concierge.
- 4.3. The hallway air is balanced with the assumption that the unit doors will remain closed. Residents may not habitually prop open their unit doors, except during moves or deliveries.

## 5. Smoking

- 5.1. Smoking is prohibited within the interiors of residential units, as well as all common elements and limited common elements. This prohibition was adopted by way of a Bylaws amendment approved by a vote of Elizabeth Lofts owners, effective July 1, 2012. Bylaws 7.28 reads:

*“Smoking Prohibited. Except with respect to Retail Units 101-104, 107, and 110-115, smoking of any materials anywhere in or on any portion of the Condominiums, including, without limitation, any Primary Unit (including any Residential Unit and any Retail Unit), any Parking Unit, and Storage Unit or in or on any general common element area or in or on any limited common element area, whether indoors or outdoors, is expressly prohibited, except in a smoking area that may be designated from time to time by the Board of Directors, if any. This prohibition applies to the burning or smoking of any materials, including, without limitation, cigarettes, cigars, pipes, spice or herbs, marijuana, hashish, or any other substance or material, regardless of whether the same may be otherwise legal under state law or under county or city ordinances.”*

- 5.2. Smoking is not allowed on the plaza, unless a designated smoking area has been established for residents and guests. Smoking is prohibited anywhere outside of this designated smoking area, including the outside plaza tables.
- 5.3. Residents, or their guests, shall not throw or allow to be thrown any items from the windows, patios, or balconies of their units. This includes, but is not limited to, cigarettes or ashes.
- 5.4. Violations of the smoking prohibition rule are subject to Public Health, Safety, or Security Fines as described in Section E: General Information, Paragraph 28, Fines.

## 6. Noise and Nuisances

- 6.1. No nuisances, including, but not limited to, noxious, offensive, or illegal activities, shall be allowed in The Elizabeth Lofts.
- 6.2. Any practices or behavior that the Board deems to unreasonably interfere with the peaceful possession or proper use of units by other owners is not allowed. (Bylaws 7.9)
- 6.3. Quiet hours at The Elizabeth Lofts are between 10 PM and 8 AM Sunday through Thursday and between 11 PM and 8 AM on Friday and Saturday.
- 6.4. Unit occupants, and their guests, shall exercise consideration not to make noises that may disturb other occupants or guests, including, but not limited to, the use of musical instruments, amplifiers, radios, stereos, and televisions. Speakers for audio equipment



may not be mounted on or against walls or on floors without an adequate sound barrier to prevent vibration and transmission of bass frequencies outside the unit.

- 6.4.1. Excessive noise is defined as any noise from a stereo, television, musical instrument, or other device or activity that can be heard in another unit through the walls, ceilings, floors, or hallways.
  - 6.4.2. Vibrations from audio equipment that can be felt in other units are considered to be due to excessive noise and are therefore prohibited.
  - 6.4.3. If an owner or tenant is asked by a neighbor to reduce the volume of a stereo, television, musical instrument, or any other device, the owner or tenant must cooperate and turn the volume down to a level that cannot be heard by a neighbor.
- 6.5. Owners and tenants shall exercise courtesy to their neighbors when hosting parties. The rules stated above regarding excessive noise apply under all circumstances, including parties. Noise from guests beyond normal household noise must be moderated and shall not continue after 10 PM Sunday through Thursday and 11 PM Friday and Saturday.
- 6.5.1. It is impossible to limit all noise that might travel from balcony to balcony, through open windows, or from the hallways. Owners and tenants are encouraged to be considerate of their neighbors when in the hallways or on a balcony and to make every effort to moderate their conversations and noise as well as that of their guests.
  - 6.5.2. No stereo speakers or radios may be placed or played on balconies or in windows.
  - 6.5.3. The automatic closer on a unit's entry door must be maintained to prevent the door from slamming.
- 6.6. Acknowledging the above regulations, owners and tenants are also encouraged to be gracious about their neighbors' parties when it is clear that the host is reasonably trying to observe these rules and regulations.

## **7. Insurance**

- 7.1. Each owner shall obtain, at the owner's own expense, insurance covering personal property and liability. (Bylaws 9.1)
- 7.2. Lessees or renters must purchase a Renter's Insurance Policy as they are afforded no coverage under the Master Policy. Owners who lease or rent their units are responsible for the actions and negligence of their renters and should protect themselves with appropriate liability insurance in addition to their coverage under 7.1 above.
- 7.3. **Information regarding the Association's Master Policy:**
  - 7.3.1. The common elements, limited common elements, and units are covered.
  - 7.3.2. Betterments, improvements, and upgrades made at the expense of the current owner are covered, but only if the unit owner notifies the Board of Directors, in writing, of all improvements made by the unit owner to the owner's unit. These items could include upgraded carpeting, cabinets, and appliances as well as wall coverings, built-in bookshelves, and other permanent fixtures. This coverage is not provided for retail units that are located within the Association.

- 7.3.3. The Master Policy carries “Special Form” coverage, which includes fire, lightning, windstorm, hail, riot, aircraft and vehicle damage, smoke, vandalism, falling objects, weight of ice, snow, or sleet, collapse, sudden rapid water escape, or overflow from plumbing or appliances, frozen pipes, and HVAC units.
- 7.3.4. No coverage is provided for wear and tear, deterioration, and damage by insects or animals, settling or cracking of foundation walls, basements, or roofs. There is no coverage for damage caused by repeated leaking or seeping from appliances or plumbing. This includes leaking from around showers, bathtubs, toilets, or sinks. The policy contains full details on coverage, limitations, and exclusions.

#### **7.4. Information regarding unit owner’s insurance needs**

- 7.4.1. Purchase a condominium owner’s policy, also known as an HO-6 policy, in order to provide coverage for things such as personal liability and damage to your personal property. You may also want to consider adding loss assessment coverage. These types of policies also may provide for living expenses in the event your unit is uninhabitable due to a covered loss.
  - 7.4.2. Your condominium owner’s policy should cover your share of the Master Policy's deductible, up to the full \$25,000. Example: If a hose to your washing machine bursts, causing a flood in your unit and adjacent unit(s), you are financially responsible (liable) for damages to all affected units. The Association Master Policy carries a deductible. In the event of a claim, the Association may seek to recover that deductible from the unit owners involved in the claim. Your responsibility for the deductible may be insured by your individual policy, subject to your own deductible, though you may need to add building coverage. Some insurers cover the claim under the Loss Assessment. Ask your personal insurance agent.
- 7.5. **Claims:** If you have a claim that you believe needs to be submitted to the Association’s insurance carrier, you must first notify the Community Manager or a Board Member.
- 7.5.1. American Benefits, Inc., the Association’s insurance carrier, only accepts claims from the Community Manager or a designated member of the Board of Directors, not directly from a unit owner.
  - 7.5.2. A claim that involves your personal property and furniture must be submitted to your homeowner’s insurance carrier.
  - 7.5.3. Policy deductible will be the unit owner’s full responsibility for damages that involve unit owner negligence.
  - 7.5.4. Claim payments under this policy are made to the Board of Directors as insurance trustee.

## **8. Renting or Leasing**

- 8.1. Owners must obtain permission to lease or rent their unit prior to entering into a lease or rental agreement with a tenant (Bylaws 7.1.5). In a Resolution adopted by the Board on January 14, 2013, the following protocol will be followed to manage the rental process and the waiting list:

- 8.1.1. Owners request to lease their unit in writing to the Board, in care of the Community Manager.
- 8.1.2. If the rental cap has not been met, the Community Manager will record the information for approval of the unit for leasing and inform the owner of the process for moving the tenant into the building. Please see Section 26 of these rules for additional move information.
- 8.1.3. If the rental cap has been met, the Community Manager will inform the owner of their position on the waiting list.
- 8.1.4. Once permission has been granted to an owner to lease their unit, the owner shall provide the Board with a signed lease within 90 days of receiving permission to lease. The owner then has an additional 30 days within which the tenant must occupy the unit. In the event that the signed lease is not presented within 90 days, or the tenant does not occupy the unit within the specified 30 days, the Board may revoke permission to lease the unit and offer it to the next owner on the waiting list.
- 8.1.5. Once a tenant has moved out from a unit that has been duly permitted to be leased, the owner shall have 90 days to present a new signed lease to the Board, along with an additional 30 days in which the new tenant must occupy the unit. Failing this time frame, the Board of Directors may revoke permission to lease and offer the position to the next owner on the waiting list.
- 8.1.6. Permission to lease a unit does not transfer from seller to buyer unless the tenant occupying the unit remains in place due to a lease that has not expired. Once the existing lease expires, the new owner is required to follow the process for requesting permission to lease the unit.
- 8.1.7. At the Board's discretion, either the 90-day period for obtaining a signed lease or the 30-day period for tenant occupancy may be extended for a maximum of an additional 30 days, if the owner can show that such delay is reasonably necessary for good cause, notwithstanding the owner's continuous effort to secure a qualified tenant and submit a signed lease.
- 8.2. Owners are responsible for the behavior of their lessees, tenants, and guests at all times.
  - 8.2.1. Owners must furnish their tenants with a copy of the *House Rules & Regulations*. Additional copies of this document are available from the Community Manager for a fee. The House Rules also can be found on the Association's website.
  - 8.2.2. Owners who rent or lease their units will submit a completed *Owner and Tenant Information Form* for all persons who will be living in the unit to the Community Manager before renting or leasing a unit.
  - 8.2.3. The duration of the lease must be included in the *Owner and Tenant Information Form*. No unit may be leased for less than 90 days.
  - 8.2.4. Any subsequent changes to the information originally provided must be reported to the Community Manager within 30 days of the change.
  - 8.2.5. Upon commencement or termination of a rental agreement or lease, owners and tenants must notify the Concierge and the Move Coordinator of their intended move-in or move-out date, so the move can be coordinated with the building calendar.

- 8.2.6. Moving fees apply every time someone moves in or out, regardless of the term of the lease.
- 8.2.7. Refer to Section 26: Moving In or Out of these rules for more information.
- 8.3. See Sections 15.7, 15.8, and 16.3 regarding renting or leasing parking spaces and storage units.

## **9. Fire – Life – Safety**

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

## **10. Bicycle Storage**

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

## **11. Commercial Units**

- 11.1. Commercial units may conduct business between the hours of 6 AM and 12 AM (midnight) daily. The Board must approve extended business hours in writing. (Bylaws 7.3)
- 11.2. Commercial units wishing to provide live musical entertainment on the premises must receive prior written approval from the Board. The musicians' volume must be kept at a reasonable level and performances may not extend beyond normal business hours.
- 11.3. Loading Zones are located behind the building on the breezeway off of both Everett and Flanders Streets. Parking in the Loading Zones are limited to 15 minutes unless prior

arrangements have been made with management. See Section 14 of these rules regarding Loading Zones. Management may authorize the towing of any vehicle parked in the loading zone beyond the 15-minute limit.

## **SECTION C. COMMUNITY RULES**

### **12. Common Areas**

- 12.1. Maintenance, repairs, and replacements to the common elements will generally be made by the Association and allocated to all owners as a common expense. (Bylaws 8.1.2)
- 12.2. An individual owner will be charged if such maintenance, repairs, or replacements are necessitated by the acts or negligence of the individual owner or the owner's tenant(s).
- 12.3. The community bulletin board shall not be used to endorse political candidates or measures or announce partisan political events. Notices of city hearings regarding the Pearl District or impacting The Elizabeth Lofts are permitted.
- 12.4. All items posted on the community bulletin board should be dated and removed when no longer current but no longer than 30 days after posting.

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

- 13.1. In order to maintain a uniform appearance in common areas, as well as to avoid obstructions to cleaning and vacuuming of the hallways and to avoid damage to the unit doors, which are common elements of the building, the following will apply:
  - 13.1.1. Nothing is permitted on the exterior of the units, attached either to the door or the walls or on the floor.
  - 13.1.2. Floor mats are not permitted, except for during temporary situations to protect the hall carpet from construction dust, and during moves.
  - 13.1.3. 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. (Bylaws 7.13)
  - 13.1.4. The Association assumes no liability for any loss or damage to articles stored in any common area or storage area.

### **14. Loading Zones**

- 14.1 There are two common area loading zones at The Elizabeth Lofts: one located on Everett Street between 9<sup>th</sup> and 10<sup>th</sup> Avenues and the other located on Flanders Street between 9<sup>th</sup> and 10<sup>th</sup> Avenues. These loading zones are for short-term parking by owners and residents (not to exceed 15 minutes) or for short-term loading and unloading of appliances, equipment, fixtures, furniture, etc. (not to exceed four hours and must be scheduled in advance).

14.2 Loading and unloading of appliances, equipment, fixtures, furniture, etc. should be scheduled in advance with the Concierge. The short-term loading and unloading permitted by these rules includes furniture staging and moves (both in and out of the building) provided the four-hour time period is adhered to and the vehicle being used fits in the loading zone space without encroaching on the sidewalk. Oversize moving vehicles will continue to be parked on the south side of Flanders between 9<sup>th</sup> and 10<sup>th</sup> Avenues.

## **15. Parking Garage**

- 15.1. The maximum speed limit in the garage is 5 MPH at all times.
- 15.2. There is not a designated directional flow of traffic in the parking garages; therefore, please remember to drive cautiously and defensively at all times.
- 15.3. Only motor vehicles may occupy parking spaces. Bikes, household goods, auto accessories, and other items shall not be stored in or around parking stalls on either a temporary or a permanent basis.
- 15.4. No flammable liquids and/or flammable products of any kind may be stored in the parking garages.
- 15.5. No vehicle shall extend beyond its parking space to obstruct, or partially obstruct, access to another parking space or passage through the garage. If the use of a parking space causes an obstruction or a risk to other drivers, the Board may request that vehicles be moved.
- 15.6. Vehicles parked in unauthorized spaces will be towed at the expense of the vehicle owner. The Association shall not be responsible for any damages that may occur as a result of, or during, towing.
- 15.7. Rental of assigned parking spaces is allowed, but only to another resident of The Elizabeth Lofts. (Bylaws 7.1.7)
- 15.8. Anyone allowing use of, or renting their assigned space to, another resident must inform the Community Manager of the name of the resident, the license plate number, and make of the car that will be using the space.
- 15.9. Short-term guests may be permitted to use an owner's parking space(s) while visiting the owner. The license plate number of any car parked in the building on a regular basis shall be noted on the Owner and Tenant Information Form.
- 15.10. It is the responsibility of the owner to maintain their parking space(s) in a clean condition, free from the buildup of leaking oil, brake fluid, etc.
- 15.11. At no time may a vehicle be left unattended in front of the elevator doors and/or block the means of access of other drivers through the garage.
- 15.12. At no time shall an unattended vehicle block access to the elevators.
- 15.13. Repair and/or maintenance on a vehicle are prohibited in the garage.
- 15.14. The washing of vehicles, bicycles, etc. is prohibited in the garage.
- 15.15. Refer to Section A: Security of these rules for further information regarding entering and exiting the parking garages.

## 16. Storage Rooms

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

## 17. Balconies, Patios, Windows, and Plaza

- 17.1. Nothing shall be kept or hung on, or from, railings that may detract from the outward appearance of the building, including, but not limited to, items such as flags, windsocks, towels, carpets, bedding, mops, bicycles, ladders, storage boxes, or indoor furniture. Non-blinking lights are allowed from Thanksgiving Day through January 10<sup>th</sup>. Lights must be battery-powered or connected to an exterior electrical outlet. No electrical wires may penetrate the building façade, doors, or windows. All lights must be UL safety rated for outdoors and wet locations.
- 17.2. No items of any kind may be thrown from balconies or patios onto the street, sidewalk, or another neighbor's patio, including, but not limited to, cigarettes or ashes.
- 17.3. No radios may be played, or stereo speakers placed, on the balconies or patios.
- 17.4. Wind chimes are not permitted.
- 17.5. Bird feeders are not permitted.
- 17.6. No items may be stored on patios except the following: patio furniture, potted plants, and natural gas barbecues. No items may be stored on balconies, except potted plants.
- 17.7. All potted plants must have drain trays of a size sufficient to prevent any water from dripping onto the balconies and/or windows and sidewalks below.
- 17.8. No items shall be placed or hung in a manner that would allow the item to fall from or blow off the balcony to the street or roof below.
- 17.9. Balconies and patios may not be used for beating rugs or carpets or shaking dust mops.
- 17.10. No antennas or satellite dishes shall be placed on, or affixed to, the external structure.
- 17.11. The Architectural Review Committee must approve window coverings that are visible from the exterior of the building.
- 17.12. Commercial units must receive written approval from the Board for placement of any items (e.g., planters, garbage receptacles) on the sidewalk surrounding the building.
- 17.13. Residents are not allowed to use any device with a combustion flame in the units and/or common area (including the Plaza and parking garages). Examples include, but are not limited to: propane, wood-fired, and charcoal grills. The only grill acceptable for use on the Plaza is the Community Room BBQ.

- 17.14. The Community Room BBQ is available for use by The Elizabeth Lofts residents only. Owners will confirm with the concierge that the BBQ is available for use. Residents are responsible for ensuring the BBQ is cleaned after each use.
- 17.15. The Community Room is for the exclusive use of residential owners and tenants and their guests. Group activities must be scheduled by residential owners in advance with the Concierge. No use by Commercial unit owners or Commercial tenants is authorized. No outside entities may use the Community Room.
- 17.16. Pets are not allowed on Juliette balconies or in window boxes at any time for any purpose. No pet relief pads of any kind are allowed on any balcony or in any window box.

## **18. Refuse Disposal**

- 18.1. All owners and tenants share a common interest to ensure that garbage and recyclable waste are disposed of appropriately. Waste disposal is an expense of the Association that owners and residents can influence. By separating recyclable materials (all paper products, plastic containers with necks, metal cans, and glass) from disposal wastes, we can reduce the amount of garbage we need to discard.
- 18.2. In addition, by packaging and disposing of both wastes and recyclables in a clean and efficient manner, we can reduce the monthly garbage collection costs, while at the same time improving the condition and appearance of our building.

## **19. Garbage Chute**

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

## **20. Recycling**

- 20.1. Recyclable materials may be disposed of in the appropriate container in the Trash and Recycling Room located on the first floor.



- The two large containers on the left (along the south wall) are for mixed fiber recyclables: paper, cardboard, plastics, and cans.
  - The one large container on the right (along the north wall) is for oversized refuse that cannot be bagged and/or will not fit down the garbage chute.
  - The blue roll carts on the right (along the north wall) are for glass.
  - The green roll cart is for compostable material. You must use compostable bags prior to disposal to help suppress odors.
- 20.2. Cardboard boxes must be flattened.
- 20.3. Cans and recyclable plastic containers must be rinsed, and the caps must be removed from the plastic bottles.
- 20.4. Glass containers must be rinsed and the caps must be removed. Do not put any bags, lids, caps, corks, or broken glass into the glass recycling bins.

## 21. Pets

- 21.1. Not all residents in the building are pet owners or pet lovers; some are allergic to animals, and some prefer not to be around them. Pet owners must respect the rights of other residents.
- 21.2. All pets need to be leashed and attended to at all times while in the common areas of the building. Each person who brings or keeps a pet in the building shall be liable for any damage to persons or property caused by the pet. Owners must control their pets at all times. (Bylaws 7.15)
- 21.3. Pet owners must take their animals away from the building (including the garage) to relieve them.
- 21.3.1. Pet owners shall not allow their animals to relieve themselves in the planted areas in the sidewalk or on the trees surrounding the building. The care of the trees around the building is the responsibility of the Association. We must maintain them per City ordinance and replace them if they die.
- 21.3.2. Pet owners are reminded that Portland's scoop law applies to The Elizabeth Lofts. All waste must be removed.
- 21.4. No pets shall be permitted to run loose or be kept, bred, or raised for commercial purposes.
- 21.5. Reptiles (turtles, iguanas, etc.) and rodents (mice, gerbils, hamsters, etc.) must be kept in an appropriate cage or pen and shall not be allowed to run loose in common areas.
- 21.6. Any inconvenience, damage, or unpleasantness caused by pets shall be the responsibility of the unit owner. (Bylaws 7.15). The pet owner is expected to handle removal and clean-up of any accident immediately. In the event a pet soils a common area and the owner does not clean up after the pet immediately, such an occurrence will be treated as a nuisance and the owner shall be subject to a fine. If the Association incurs any costs to clean and/or deodorize any common area due to a pet's accident, this cost will be charged to the unit owner. Monetary fines or assessments for damage or clean-up costs necessary because of a pet's action will be charged to the unit owner. The unit owner shall have the sole obligation to pay any and all fines and expenses

resulting from the action of their pet or that of their tenants and/or guests.

- 21.7. Excessive barking in a unit or in the common areas or threatening behavior toward people in the building or soiling the common areas are considered unacceptable pet behaviors and are violations of these rules. At the discretion of the Board, persistent offenses of this nature are subject to fines and/or removal of the pet from the building.
- 21.8. An owner may be required to permanently remove a pet from The Elizabeth Lofts after receipt of two notices in writing from the Board for violation of any House Rule or Regulation, or restriction governing pets within The Elizabeth Lofts. (Bylaws 7.15)
- 21.9. Any unattended pet found in a common area may be removed by the appropriate authorities and brought to an animal shelter at the expense of the unit owner.
- 21.10. No animals or fowl shall be raised, kept, or permitted within the building, except domestic dogs, cats, birds, or other household pets.
- 21.11. Each unit has a limit of four pets, other than fish. (Bylaws 7.15). The limit on the number of pets applies at all hours to both permanent and temporary pets of any kind, other than fish.
- 21.12. Animal waste – including cat litter – may not be placed in the trash chute. All animal waste — including cat litter — must be double-bagged, brought downstairs, and disposed of in the dumpster in the Trash and Recycling Room.
- 21.13. Pets are not allowed on Juliette balconies or in window boxes at any time for any purpose. No pet relief pads of any kind are allowed on any balcony or in any window box.

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

### **22. Remodeling and Repairs**

- 22.1. The Association requires the review and approval of **ALL** alterations and modifications in individual units and/or affecting the common elements of the building. (Bylaws 7.6). Virtually ALL modifications and/or improvements to your unit require prior approval through the Architectural Review process, including commercial painting and replacement of appliances. Please see the *Alteration and Modification Protocol for more information*.
- 22.2. The Board shall consider granting approval for alterations only after the owner submits a complete *Architectural Review Application* for all work to be performed.
- 22.3. All work in individual units must be performed during the hours of 8 AM to 5 PM on weekdays, excluding holidays. If an exception to these times is needed, the exception must be approved in advance via the *Architectural Review Application*.
- 22.4. Do NOT insert any fasteners or drill into the ceiling, floor, concrete columns, building envelope, demising walls between units, or corridor walls without permission. The floors and ceilings of The Elizabeth contain cables that support the building. Damaging these cables will cause structural damage to the building for which you will be responsible. (Bylaws 7.5)
  - 22.4.1. Do not drill, bore, or cut any holes in the floor or ceiling more than 3/4" in depth.

(Bylaws 7.6)

- 22.4.2. Do not install a molly bolt in perimeter or demising walls or penetrate such walls beyond the sheetrock. (Bylaws 7.6)
- 22.5. Sprinklers, fire alarms, and smoke detector systems should not be modified in any way. Report any defects to the Board or management company. Be extra careful when working (or storing items) around sprinkler heads – setting them off may cause extensive water damage to your unit and surrounding units for which you will be responsible. See the *Recommended Vendor/Supplier List* for information on protective cages for sprinkler heads.
- 22.6. An Ecosmart Fire System may be installed only after the owner submits an Architectural Review Application, approval is granted, and the owner agrees to abide by all conditions associated with its operation and use.
- 22.7. Only UL or NSF listed wall-mounted electric heaters may be used in your home. Non-listed appliances can potentially create unsafe conditions in your unit, including, but not limited to, heightened risk of fire or electric shock. Wall-mounted electric heaters are subject to the Architectural Review process.
- 22.8. All terraces have a load limit. Consult with the Architectural Review Committee before installing any objects other than traditional deck furniture.
- 22.9. Any gas appliance installed in the building after October 1, 2017 must be approved prior to installation by the Architectural Review Committee and must include a flame supervision device (FSD), also known as a flame failure device (FFD). This feature will stop the flow of natural gas to the burner of an appliance should the flame be extinguished. The Architectural Review application must clearly detail the make and model of the appliance and document that it has this feature.
- 22.10. All washing machine hoses installed in individual units must be the stainless-steel braided version. If your unit does not have this type of hose, the hoses must be replaced with stainless-steel braided hoses no later than January 1, 2020. It is strongly recommended that you install longer hoses that will allow you to move the washing machine without disconnecting it. In most units, a hose length of 72 inches should be sufficient.

## **SECTION E. GENERAL INFORMATION**

### **23. Open Houses and Unit Sales**

- 23.1. Owners and/or their realtors holding an open house for the purpose of selling, leasing, or renting a unit must first notify the Concierge or the Community Manager as to the date(s) and time(s) of the open house.
- 23.2. Prospective buyers, lessees, or renters must call from the front door for admittance to the building.
- 23.3. An open house must be facilitated by a minimum of three people: one at the front door, one operating the elevator, and one at the entrance to the unit.

## 24. Declaration and Bylaws

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

## 25. Signage

- 25.1. No residential units may display signage (i.e., “For Rent / Sale” signs, flags, or anything of a political nature) in their windows or from their units. (Bylaws 7.16)
- 25.2. Temporary signs advertising an open house may be posted on the street for the duration of the open house.
- 25.3. All signage posted by Commercial units outside of the Commercial unit is subject to review and possible rejection by the Board. To avoid unnecessary commercial expense, Commercial tenants should seek Board review of signs of a permanent nature. All retail signage is subject to applicable laws and ordinances, including ordinances regarding signs placed on the sidewalk.
- 25.4. No signage is permitted in the common areas without prior written approval from the Board of Directors.

## 26. Moving in or Out

- 26.1. Schedule: Owners and tenants must contact the Move Coordinator at least 14 days in advance of a move. Furthermore, all owners and tenants are subject to payment of move in and eventual move out fees prior to their move in. Please refer to the separate *Move Procedure* document, which outlines instructions for moves into and out of the building, including all applicable fees and penalties for non-compliance.
- 26.2. Single Item Moves: There will be no charge for single item moves; i.e., delivery of a couch, etc. However, please contact the Concierge in advance to determine if protective pads should be hung in the elevator. Unit owners and/or tenants are responsible for any damage occurring to the building’s common areas.
- 26.3. Parking and Building Access During a Move: Parking meter permits can be purchased from the City of Portland Permit Center (503-823-7365). A three-business-day minimum notice is required. Leave a voicemail with the details to start the permitting process. Additional information can be found at the following website:  
  
<http://www.portlandoregon.gov/transportation/36173>
- 26.4. Boxes and packing material: At the end of the move, or after each day, if the move takes longer than one day, the corridors and elevator must be cleared of all debris. Packing materials and boxes shall be disposed of in the Trash and Recycling Room located on the main floor. All boxes must be flattened and placed in the appropriate container. Packing materials must not be put into the garbage chute.
- 26.5. Damage to Building and Common Area: The unit owner is responsible to the Association for any damage to the building or common areas. The move coordinator will walk the building with the new owner or tenant before and after each move in or out to identify any damage caused during the move.

## 27. Procedure on Fines

- 27.1. Complaints about violations must be in writing, with specific and detailed information whenever possible, and sent directly to the Community Manager or via the Concierge, who will then distribute to the Board for review.
- 27.2. The Community Manager will not make judgments about whether a violation has occurred. The Board will authorize fines only after notice has been sent to the owner and the owner is offered an opportunity to be heard.
- 27.3. Except in matters of public health, safety, or security, the Board will issue one warning before issuing the first fine. The owner may request a hearing by the Board within the timeframe designated in the notice. Parking garage gate violations will receive one courtesy warning before receiving a fine. Smoking and fire-related violations will receive an immediate fine.
- 27.4. At least four Board members will attend rules enforcement hearings. Once a hearing has been conducted, the decision of the Board is binding.

## 28. Fines

- 28.1. Violations regarding public health, safety, or security:

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

1 <sup>st</sup> violation:	\$125.00 plus expenses
2 <sup>nd</sup> violation:	\$250.00 plus expenses
3 <sup>rd</sup> & subsequent violations:	\$500.00 plus expenses
- 28.3. Fines will be assessed against the homeowner's account and will be subject to the same collection procedures as other assessments. Collected fines will be deposited into the Association's general funds.

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

### **29. General Rules**

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

### **30. Late Fees**

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

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

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



## Move Procedure

### **All moves MUST be scheduled with the Move Coordinator!**

The Move Coordinator can assist with nearly all aspects of your move. The coordinator has years of experience working with various movers, as well as the specific requirements of The Elizabeth Lofts Homeowners' Association and our building.

**Contact with the Move Coordinator should be made early in the planning process:**  
**Georgia Hughes: 503-860-5634 or email: [gh4@me.com](mailto:gh4@me.com).**

### **Scheduling:**

- Moves are scheduled on a first-come, first-served basis.
- Only one move can occur at a time.
- A 2-week notice (or more) is strongly encouraged; however, a 1-week notice will be accommodated when possible.
- In addition to the applicable moving fee outlined below, an **additional fine of \$300** will be imposed for all un-scheduled moves.
- In the event of a cancellation or change, the Move Coordinator must be notified directly at least 72 hours prior to the scheduled move. If less notice is given, a **\$200 fine** may be imposed.
- Moves are scheduled between 8 AM to 5 PM Monday through Saturday (six days per week). **No moves are allowed on Sundays or holidays.**
  - Please note that there will be no moves scheduled during
  - pre-scheduled Community Room and/or Plaza events that would conflict with the moving process.

### **Fees:**

- The owner of record is ultimately responsible for payment of all fees and/or fines.
- **A fee of \$750 must be paid prior to the move date.** Checks should be made payable to The Elizabeth Lofts Condominiums and may be submitted to the Concierge. **The fee covers the coordination of both the move into and out of the building**, building security, the cost of normal wear and tear that moves impose on the building, and an orientation session with building reference materials.
- An **additional fine of \$300** will be imposed for all un-scheduled moves.
- An **additional fine of \$200** will be imposed for cancellations with less than 72 hours notice.
- The owner of record is **additionally** responsible for any damages to the building and/or common areas that are caused by the movers because of the move.

## Special Situations:

### Rentals:

- If a unit is to be leased or rented, **both the owner and each new tenant are required to attend an orientation session.**
- Fees typically include one orientation session; each additional orientation will require an additional fee of **\$150.**
- Any financial agreement between the owner of record and their renter or lessee is solely between them and in no way will involve The Elizabeth Lofts Condominiums.
- Move fees for rentals of furnished “executive” units will be assessed a **minimum move fee of \$225,** which includes a required orientation session for each new renter. When the move is scheduled, the Move Coordinator will assess the move requirements and determine if the move warrants a larger fee.

### Unit-to-Unit Moves:

- “Internal moves” (from one Elizabeth Lofts unit to another) have a **move fee of \$325** and REQUIRE the move to be scheduled to avoid an unscheduled move fine. An orientation fee is not included.

### Staging Moves:

- “Staging” a unit for sale or lease has a **move fee of \$225 each way,** and must be scheduled to avoid an unscheduled move fine.

### “Old” Owners/Residents:

- Owners or renters who moved into the building before April 15, 2010, will be charged under the previous move policy: A **\$300 fee will be imposed when the owner or renter** moves out. This includes the assistance of the Move Coordinator.

**Questions regarding special circumstances, or other questions regarding move policies or arrangements, should be directed to the Move Coordinator as early as possible!**

## Parking:

- The company/individual who is moving must make parking arrangements. The Move Coordinator will provide instructions to reserve the appropriate parking spaces with the City. This process may be completed online but can take up to 7 days to finalize.
- All large moving vehicles must be parked on the south side of NW Flanders Street between 9<sup>th</sup> and 10<sup>th</sup> Avenues. Vehicles will **NOT** be parked in either of the Loading Zones (except as permitted by House Rule 14, discussed below), or on 9<sup>th</sup> or 10<sup>th</sup> Avenues.

## Use of Loading Zones at The Elizabeth Lofts:

- There are two common area loading zones at The Elizabeth Lofts: one located on Everett Street between 9<sup>th</sup> and 10<sup>th</sup> Avenues and the other located on Flanders Street between 9<sup>th</sup> and 10<sup>th</sup> Avenues. These loading zones are for short-term parking by owners and residents (not to exceed 15 minutes) or for short-term loading and unloading of appliances, equipment, fixtures, furniture etc. (not to exceed **four hours** and must be scheduled in advance).



- Loading and unloading of appliances, equipment, fixtures, furniture, etc. must be scheduled in advance with the Concierge. The short-term loading and unloading permitted by these rules includes furniture staging and moves (both in and out of the building) provided the four-hour time period is adhered to and the vehicle being used fits in the loading zone space without encroaching on the sidewalk.

### **General:**

- Under NO circumstances will anything be moved through the 9<sup>th</sup> Avenue doors. Access to The Elizabeth Lofts will only be through the Service Access Door (west side of building) and will utilize only the south elevator. At the direction of the Move Coordinator, the elevator pads will be installed and the area will be prepared for the move.
- A walk through, with the involvement of the resident and the movers, will be conducted by the Move Coordinator, both before and after the move, to assure that there is no damage to the building and/or common elements, including the Plaza or any plantings.
- Access by other residents through the corridors and to the elevators must be maintained throughout the move.
- The corridors and elevator must be cleared of all debris at the end of the move or at the end of each day if the move is to take place for more than one day.
- Packing materials must be disposed of appropriately in the first floor Trash and Recycling Room. There are containers identified for recyclable materials. These materials **must not** be put into the garbage chute.
- If materials cannot be properly disposed of, contact the Concierge to schedule the disposal through the Association's garbage hauler. The cost for this extra service is ultimately the responsibility of the owner of record.

**See the House Rules 18, 19, and 20 for further recycling information.**