

MCKENZIE LOFTS
CONDOMINIUMS



McKenzie Lofts Condominiums Owners' Association

House Rules & Attachments

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MCKENZIE LOFTS CONDOMINIUMS



MCKENZIE LOFTS CONDOMINIUMS OWNERS' ASSOCIATION House Rules

Update Approved October 27, 2017
Update Approved December 6, 2017
Update Approved October 30, 2018
Update Approved March 3, 2019
Update Approved June 13, 2019
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1. Parking, Parking Space, and Garage Area

Only wheeled vehicles and hand carts may occupy parking spaces. Household goods, auto accessories, and other items must not be stored in or around parking stalls on either a temporary or permanent basis.

Residents are responsible for maintaining their parking spaces in a clean condition, free from the build-up of leaking oil, brake fluid, etc.

Moving vans/trucks must not be parked in the garage. Cars and regular trucks may be parked in the "No Parking - Loading Zone" (in front of the upper garage elevators) while loading and unloading move items. Residents must comply with all loading zone signage.

Vehicles parked in unauthorized spaces may be towed at the vehicle owner's expense. Owners may initiate towing only for unauthorized vehicles parked in the Owner's assigned parking space.

Major maintenance on vehicles is prohibited in the garage area. Major maintenance is defined as any repair taking longer than 2 hours or involving the removal of large parts of the engine, body or chassis of the vehicle.

Residents' vehicles parked in the garage must be registered with CMI by submitting an updated *Owner & Resident Information Form* available from CMI.

Parking spaces are Limited Common Areas, assigned in the Declaration, and may only be permanently changed by an amendment to the Declaration approved by 75% of the owners. Owners may enter into informal arrangements with other owners to "swap" parking spaces during the term of their Unit ownership. At the time the swap is initiated, Owners must notify CMI of the swap and confirm that CMI has noted the swap in their records. Informal arrangements must end when either of the Owners sells their Unit. The Association is not involved in, or a party to, informal swaps. Refer to *Rental of Parking Areas* (Section 2) for limitation on renting parking spaces.

Refer to *Insurance & Casualty Losses* (Section 13) for required insurance coverages. To the fullest extent permitted by the laws of the State of Oregon, neither the Association, nor its directors and officers, nor CMI shall be liable to a Resident or the Resident's guests, invitees or contractors, for any damage or loss

to the vehicles of a Resident or the Resident's guests, invitees and contractors while located in the garage.

2. Rental of Parking Areas

Parking spaces are Limited Common Areas. Rental of assigned parking spaces is allowed only to another Resident. Owners renting their assigned spot to another Resident must inform CMI of the Resident's name and the license and make/model of the car which will be using the space.

3. Open Houses for Real Estate or other Sales

Open houses for the purpose of real estate sales or rental or sales of personal property are not permitted without pre-approval from CMI. Requests for approval must include a written security plan, which includes a personal escort between the door of the building and the unit door, as well as through any other Common Areas.

4. Signage

Residents must obtain written pre-approval from the Board of Directors to display any and all signage (e.g., For Sale signs, commercial business signs affixed to the outside of the building, signs affixed to the unit glass, sandwich board signs on the sidewalk, etc). No signage is permitted in the Common Areas without written pre-approval from the Board of Directors. A bulletin board in the recycling room is available for posting notices. Notices may also be posted on the McKenzie Lofts Facebook page.

5. Nuisances & Noise

Residents and their guests must not engage in activities which unreasonably interfere with or are an unreasonable annoyance to the peaceful possession or proper use of the Condominium by other Residents, such as engaging in noxious or offensive activities or loud noise. Excessive noise from within Units at any hour of the day must be kept to a minimum, and Residents are expected to comply with another Resident's request to reduce an excessive noise level or stop any noxious or offensive activities.

Commercial Residents may only conduct business between the hours of 6:00am and 11:00pm daily, and may request extended hours for a specific date, or dates, from the Board of Directors.

Commercial Residents wishing to provide live musical entertainment on the premises must receive written pre-approval from the Board of Directors. The musicians' volume must be kept at a reasonable level and performances cannot extend beyond normal business hours.

6. Storage Units

Resident's must provide appropriate locking devices to secure their Storage Unit. To the fullest extent permitted by the laws of the State of Oregon, neither the Association, nor its directors and officers, nor CMI shall be liable for any damage or loss to property stored in a Storage Unit.

Residents must not keep any items of a volatile, inflammable, or odorous nature in their Storage Unit. Residents must keep clothing, rugs, furs and any natural fibers (including leather) in their Storage Unit in airtight containers and not store food in their Storage Unit to minimize the risk of moth or other pest infestations.

Refer to *Insurance & Casualty Losses* (Section 13) for required insurance coverages.

7. Refuse & Recycling Disposal

Residential Refuse Disposal:

Garbage Chute: All refuse disposed of in the garbage chute must be bagged and appropriately sized for the chute.

Residential Oversized Trash Dumpster: The residential oversized trash dumpster room must only be used for non-recyclable, non-hazardous residential oversized trash that will not fit in the garbage chutes. Hazardous items include, but are not limited to, paint, compact fluorescent lights (CFL), fluorescent bulbs, batteries, biohazard waste, radioactive material, used oil, transmission fluid, electronic devices such as computers and televisions and appliances such as microwaves. All items must be small enough that the trash bin lid can be fully closed after placing the items in the bin. For personal safety, Residents must not place trash in the compactor.

Commercial Refuse Disposal: Commercial refuse must be disposed of in the disposal bin assigned to each respective commercial Unit.

Use of Appropriate Refuse Bins: Because residential and commercial Residents pay for their refuse service separately (Declaration Section 6), residential Residents must not use the commercial trash bins and commercial Residents must not use the residential trash bins.

Recycling Material Disposal – Commercial & Residential:

All recyclable material must be disposed of in the residential recycling room or the assigned commercial Unit recycling bin. Cardboard boxes must be flattened and bottles and cans must be rinsed.

Personal and household items, including but not limited to furniture, mattresses, appliances, computer monitors/printers and paint cans, must not be left in the residential recycling room, the residential oversized trash dumpster room, the no-parking zones or other areas in the garage, or in any other Common Area of the building.

8. Pets

Each residential Unit is limited to two household pets unless written pre-approval is obtained from the Board of Directors. The maximum weight for each pet is 50 pounds. Noisy pets must be controlled.

Ownership or possession within the Condominium of a vicious animal is prohibited. A vicious animal is (a) an animal that approaches any person in a vicious or threatening manner, in an apparent attack, anywhere other than in respect to an intruder into a Resident's Unit, (b) any animal that has a known propensity, tendency or disposition to attack, without provocation, to cause injury or otherwise endanger the safety of persons or other animals and (c) an animal that bites, inflicts injury upon, assaults or otherwise attacks a person or other animal without provocation on common, public or private property.

When in Common Areas, all pets must be leashed and attended at all times. Each person bringing or keeping a pet in the Condominium is liable to the other Residents, their guests, invitees, renters and contractors (and their respective guests, invitees and contractors) for any damage to persons or property proximately caused by any pet brought in or kept in the Condominium.

Any unattended pet found in a Common Area may be removed to a pound or animal shelter by calling the appropriate authorities.

Pet owners are urged to take their pets away from the building to relieve themselves. Pet owners are reminded that Portland has a "poop scoop" law and that all waste must be removed. The cost of cleaning and deodorizing any Common Area due to a pet's accident is the pet owner's obligation. The owner is

expected to handle removal of the original accident.

If a person in an elevator should object to the entry of a pet into the elevator, the pet and its owner/handler must wait until another elevator is available.

An owner may be required to remove a pet after receipt of two notices in writing from the Board of Directors of violations of any rule, regulation or restriction governing pets.

9. General Occupancy

No more than 4 persons may live in a Unit on a permanent basis.

Children must not be permitted to run or play in the Common Areas, including the stairways, halls, lobby, and elevators.

Residents must not place any objects in any of the hallways. This includes, but is not limited to, doormats, shoes, plants, packages, sculptures, flowers, and decorator items.

Smoking is prohibited in all Common Areas. Effective 8/16/19 smoking is prohibited anywhere in the Condominium, including inside the Resident's Unit, outside on the Resident's balcony or deck, inside a Resident's Storage Unit and in all Common Areas. This prohibition applies to the burning, smoking or vaping of any materials, including, without limitation, cigarettes, cigars, pipes, tobacco, spices or herbs, marijuana, hashish or any other substance or material, regardless of whether the same may be otherwise legal under federal or state law, or under county or city ordinances (2018 Bylaw amendment).

Commercial Owners and tenants must comply with all commercial use limitations specified in the Bylaws including hours of operation, noise, odors, storage of materials and general commercial activities.

All new Owners must complete an Association orientation, familiarize themselves with the Resident's Manual and provide CMI a completed *Owner & Resident Information Form*, available from CMI, within 30 days of Unit purchase.

10. Balconies, Decks and Sidewalks

Residents must not hang any item on, or from, balcony or deck railings that may detract from the outward appearance of the Condominium, including but not limited to items such as towels, carpets, bedding, and mops. Residents must not place or hang an item in a manner that would allow the item to fall from the balcony or deck to the street or roof below. Residents must not throw items of any kind from a balcony or deck onto the street, sidewalk or another Resident's deck. Balconies and decks must not be used for beating rugs, carpets or shaking dust mops.

The cleaning of balconies and decks and watering of plants must be performed in a manner that will not create a nuisance to lower and adjacent Resident's balconies, decks or external windows.

Balconies and decks must not be used as a holding area for pets.

Residents must not place antennas or satellite dishes in a location where visible from the exterior of the building or from other Resident's Units.

No items may be stored on balconies or decks except patio furniture and accessories, potted plants in appropriate receptacles, and barbecue grills (barbecue smokers are not allowed).

Residents must receive written pre-approval from the Board of Directors for placement of any items (e.g. planters, garbage receptacles, sandwich boards) on the sidewalk surrounding the Condominium.

11. Rental/Lease of Residential & Commercial Units

Owners must notify CMI of each renter who moves in or out of their unit so that CMI can schedule the move, and for new renters, schedule the Association orientation, receipt of the Resident's Manual and obtain a completed *Owner & Resident Information Form*, available from CMI. New renters must complete the orientation and familiarize themselves with the Resident's Manual within 30 days of occupancy. In addition, Owners must notify their residential and commercial renters/tenants that the Association insurance does not cover their personal property and that the renter/tenant is required to obtain a comprehensive liability policy meeting the requirements of the *2009 Board of Directors Insurance Resolution*.

12. Sale of Units

Owners listing their Unit for sale must notify CMI and provide the real estate agent's contact information within 14 days of listing.

If the Owner would like the agent to use a lockbox to provide access to the Unit, the Owner must register the lockbox with CMI and obtain a lobby entry key code. The lockbox must have an identifying characteristic (but not the unit number) and be placed in the designated lockbox location inside the building. Lockboxes must be removed within 14 days of sale closure or removing the property listing, or they will be cut off and removed by CMI. The lobby entry key code will be automatically deactivated after 30 days or upon sale of the unit or removing the property listing, if sooner. Owners and real estate agents must not disclose the entry code to potential buyers, or any other third parties (except other real estate agents), and are responsible for the confidentiality of the code. Owners must contact CMI for any entry code extension periods.

Sellers are encouraged to provide prospective buyers with a copy of the building's Declaration, Bylaws and House Rules prior to sale closure.

13. Insurance & Casualty Losses

Owners must comply with the *2009 Board of Directors Insurance Resolution*. Refer to *Rental/Lease of Units* (Section 11) for required renter and commercial tenant insurance coverages.

14. Security & Lockboxes

Residents must not admit any persons unknown to them into the Condominium. Residents must insure that all doors are locked behind them.

When entering and exiting the garage, Residents must wait in view of the garage door to insure that it fully closes behind them.

Lockboxes must not be attached anywhere outside the Condominium, or anywhere inside the Condominium, except on the designated lockbox bar. The lockbox bar may be used by Owners for two limited purposes. Refer to *Sale of Units* (Section 12) and *Contractors* (Section 16) for additional information.

Residents must immediately report all suspicious activity to the Portland Police and inform CMI of the report during CMI business hours.

15. Alterations, Improvements, Additions or Major Repairs

Residents must complete an application form and receive a written Approval/Work Authorization prior to beginning any project that involves alterations, improvements or additions over \$500 to their Unit or Storage Unit, or involves any major repairs (e.g., replacing a hot water heater or flooring). Refer to the *Application Form for Alterations, Improvements, Additions or Major Repairs to a Unit & Contractor Regulations Form (ARC Application)* for approval requirements and procedure.

Notice: The Condominium contains post-tension slabs, each of which contain 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. In addition, gas, electrical and water lines are behind the walls, ceilings and floors which if penetrated may cause serious damage to the Owner's Unit and other Units and Common Areas of the Condominium.

Projects which include boring, drilling or penetrating more than $\frac{3}{4}$ inch into, in any way, the floors or ceilings will only be approved if the Owner provides written documentation from a licensed and bonded contractor that the post-tension slab has been properly x-rayed (pursuant to a schedule approved in advance by CMI) and that it can be bored, drilled or penetrated without adverse impact to the components of the post-tension slab, including not penetrating a post-tensioned tendon. The Board of Directors has sole and exclusive discretion to grant approval for projects that include boring, drilling or penetrating the post-tension slab. In granting approval, the Board of Directors will not be deemed to be endorsing or certifying the quality, safety, or accuracy of the contractor's work. The contractor's work and the project overall will be undertaken at the Owner's sole risk and responsibility. To the fullest extent permitted by the laws of the State of Oregon, neither the Association, nor its directors and officers, nor CMI shall be liable to an Owner for any loss or other consequences of the project.

16. Contractors

All work completed by contractors must comply with the *Contractor Regulations* attached to the *Application Form for Alterations, Improvements, Additions or Major Repairs to a Unit & Contractor Regulations (ARC Application)*. Refer to *Alterations, Improvements, Additions or Major Repairs* (Section 15) for additional information.

17. Enforcement of the Declaration, Bylaws & House Rules (Governing Documents)

Owners and Residents must be familiar with and abide by the Association's Declaration, Bylaws and these House Rules (Governing Documents).

Owner complaints about a suspected violation of the Governing Documents and any enforcement action against an Owner for a violation must comply with the requirements of the *Enforcement Policy*.

18. Moves

All Resident moves must be scheduled in advance with CMI and comply with the requirements of the *Move Policy*. Moves include:

- a. Resident Move-In, Move-Out & Move between Units
- b. Staging Moves
- c. Large Delivery or Removal Moves

19. Bikes

All bikes stored in one of the bike storage rooms must be registered with CMI and comply with the requirements of the *Bike Policy and Registration Form*. To the fullest extent permitted by the laws of the

State of Oregon, neither the Association, nor its directors and officers, nor CMI shall be liable to a Resident for any damage or loss to bikes while stored in a bike room or the garage.

20. Communications

Any notice, information or written material (Communications) regarding Association matters will be delivered to Residents via email, except for the following which will be delivered via mail:

- a. any notice related to failure to pay an Association assessment (example: a collection notice)
- b. any notice related to non-compliance with the declaration, bylaws or house rules (example: notification of a proposed enforcement fine)

Residents may decline to receive Communications via email, and direct CMI to provide all Communications via mail.

21. Delinquent Owner Association Accounts

For delinquent Owner Association accounts, collection action is pursued as required in the *1999 Board of Directors Collection Resolution* and as permitted by law.

22. Authority to Establish House Rules

These House Rules are the rules and regulations adopted by the Board of Directors under their authority in Bylaw Sections 3.2.5 and 7.19. From time to time the Board may adopt, modify or revoke these House Rules as it may deem necessary or appropriate to assure the peaceful and orderly use of the Condominium. A copy of each amendment, modification or revocation will be delivered to each Owner. Refer to *Communications* (Section 20) for additional information on delivery of notices, information and written material to Owners.

23. Definitions

"Association" - means the McKenzie Lofts Condominiums Owners' Association.

"Common Area" and "Limited Common Area" - means Common Elements and Limited Common Elements of the McKenzie Lofts Condominiums as the terms are defined in the Declaration.

"Condominium" - means the McKenzie Lofts Condominium building as the term is defined in the Declaration

"CMI" - means Community Management Inc, the property management company hired by the Board of Directors to provide day to day management services for the Association.

"Owner" - means an owner of a Residential or Commercial Unit as the terms are defined in the Declaration.

"Resident" - means any individual who is living or working in, or otherwise using or occupying a Residential or Commercial Unit.

"Storage Unit" – means a McKenzie Lofts Condominium storage unit as the term is defined in the Declaration.

"Unit" - means a McKenzie Lofts Condominium unit as the term is defined in the Declaration.



Application Form for Alterations, Improvements, Additions or Major Repairs to a Unit & Contractor Regulations Form (ARC Application)

IMPORTANT INFORMATION FOR OWNERS:

Please read carefully

Once CMI receives your Application, it is reviewed by the Architectural Review Committee (ARC). **On average, an ARC review takes a minimum of one week.** If the ARC has any scope or documentation questions, CMI will work with you to get them resolved. If your project does not require a Board review/approval, the ARC will approve your application and CMI will forward an Approval/Work Authorization to you.

If your project includes any alteration to interior walls (e.g., moving, adding, altering or removing) or drilling in the floor or ceiling in any amount, the ARC will forward your application to the Board for review/approval after all scope questions have been resolved, required documentation received, and the ARC review is complete. To meet Bylaw and Oregon Statute requirements, on average, a **Board review/approval for a Work Authorization takes a minimum of one week, once the Board receives your Application from the ARC with their recommendation.**

To comply with the Bylaws, you may not begin any work on your project until you receive the written Approval/Work Authorization form, **which takes a minimum of one to two weeks total** (depending on whether a Board review is required) from date of Application submittal to CMI.

The Association will prevent or halt work being performed without a Work Authorization or that is not in compliance with this Application, including the Contractor Regulations.

(See page 8 for the Approval/Work Authorization Form.)

If you have questions regarding your project during the application or construction phase, contact CMI for assistance.

MCKENZIE LOFTS CONDOMINIUMS OWNERS' ASSOCIATION

**Application Form for Alterations, Improvements, Additions or Major Repairs to a Unit
& Contractor Regulations Form (ARC Application)**

Unit Owner Name _____

McKenzie Lofts Unit Number _____ Phone _____ Email _____

Check List for Completing the ARC Application

When you need to complete an application:

An application is required for all alterations, improvements or additions to your Unit or Storage Unit over \$500 (Refer to Bylaw 9.2.3). It is also required for all major repairs (e.g., replacing a water heater or flooring). If you are not sure if your project requires an application, please contact CMI (Joel McDonell, Community Manager, (503)-233-0300, or joelm@communitymgmt.com).

You will need the following information to complete this application:

- Project information:** Description, including (i) photos and engineering/contractor drawings as applicable and (ii) estimated times and types of expected noise and odors – Timeframes for odors and noise do not need to be specific dates, but just state at what point and for how long during the project noise and odors will occur (e.g., “2 days of noise when the project first starts”)
- Compliance with regulations:** Documentation evidencing compliance with applicable regulations (e.g., building permits, trade permits – electrical, mechanical, heating, etc) – *(See attached Contractor Regulations, Section 11 for more information.)*
- Project schedule** – May provide general information when the application is initially submitted to CMI and a specific schedule prior to the ARC completing their review.
- Contractor information:** For each contractor: name, contact information, copy of license, bonding and certificate of insurance with general liability coverage of \$1 million limit per occurrence and the Association as an additional insured.
- Architect/Engineer information:** If utilizing architects or engineers: name, contact information, copy of professional license, documentation of experience with commercial buildings and certificate of insurance with professional liability coverage of \$1 million per occurrence and the Association as an additional insured.
- Architect/Engineer certification:** If utilizing architects or engineers, a certification that the Project will not have any adverse impact on the condominium building. See Part C(3).
- Penetration of floors and/or ceilings:** If your project includes penetration of floors and/or ceilings, special requirements/documentation apply. See Part B – If x-ray documentation is required, may provide the information after application is initially submitted to CMI, but prior to the ARC forwarding the application to the Board for review/approval.

Instructions & Approval Time Frame

1. This application serves as a method to (i) collect information about an Owner's plans for a Unit alteration, improvement or addition ("Project"), (ii) obtain various Owner acknowledgments, (iii) provide notification to the Owner of the Board of Directors' requirements for Project approval and (iv) provide information to CMI to notify Residents of any expected noise or odors and the timeframe for completion of your Project.
2. After completing this application, mail it and any required attachments to CMI, 2105 SE 9th Ave, Portland, OR 97214, or email a scanned copy to Joel McDonell at joelm@communitymgmt.com or fax the application and attachments to (503) 233-8884 Attn: Joel McDonell.
3. Once CMI receives your Application, it is reviewed by the Architectural Review Committee (ARC). **On average, this review takes a minimum of one week.** If the ARC has any scope or documentation questions, CMI will work with you to get them resolved. If your project does not require a Board review/approval, the ARC will approve your application and CMI will forward an Approval/Work Authorization form to you. If your project includes any alteration to interior walls (e.g., moving, adding, altering or removing) or drilling in the floor or ceiling in any amount, the ARC will forward your application to the Board for review/approval after all scope questions have been resolved, required documentation received and the ARC review is complete. To meet Bylaw and Oregon Statute requirements, **on average, a Board review/approval for a Work Authorization takes a minimum of one week once the Board receives your Application from the ARC with their recommendation.** To comply with the Bylaws, you may not begin any work on your project until you receive the written Approval/Work Authorization form, which takes a minimum of one to two weeks total (depending on whether a Board review is required), from date of Application submittal to CMI. (See page 8 for the Approval/Work Authorization Form.) The Association will prevent or halt work being performed without a written Work Authorization or that is not in compliance with this Application, including the Contractor Regulations, and the Work Authorization. If you have questions regarding your project during the application or construction phase, contact CMI for assistance.

Please type or print

PART A - General Information

1. Description of unit alterations, improvements or additions ("the Project"). Attach photos and engineering/contractor drawings, as applicable, to describe your Project.

General Description of the Project:

Describe your Project schedule. Include start and end dates, and any dates (that you are currently aware of) for Large Deliveries or Removals as defined in the *Contractor Regulations Form* attached.

Project Schedule:

Description of Times and Types of Expected Noise:

Description of Times and Types of Odors and the Materials Used Which Will Produce the Odors:

2. Your Project must comply with any governmental or regulatory authority having jurisdiction over your Project (e.g., building permits, trade permits – electrical, mechanical, plumbing, etc). *NOTE: Permits will be required for most alterations/major repairs. Refer to Contractor Regulations Section 11 for more information.*

Part I - Does your Project include any of the following work (check all boxes that apply)?

- Electrical Plumbing Mechanical
 None of the Above (If “None of the Above”, skip to Part II below)

The appropriate trade permit(s) – electrical, plumbing and/or mechanical – is required if your Project includes electrical, plumbing or mechanical work.

Appropriate trade permit(s) attached: Yes No Not Applicable

Part II – Does your Project include any alteration to interior walls (e.g., moving, adding, altering or removing)?

- Yes No (If no, skip to question #3)

A building permit may be required for Projects which include alteration to interior walls.

Appropriate building permit(s) attached: Yes No Not Applicable

A fire code inspection is required for Projects which include alteration to interior walls. *Note: In addition, the fire code may require that additional fire sprinklers be installed for your Project.*

Initial below:

_____(Owner’s Initials) I/We agree that a fire code inspection will be completed at the end of our Project and I/we will provide documentation of the inspection to CMI.

3. All contractors are required to be licensed, bonded and have appropriate insurance, which must include commercial general liability insurance with a limit of \$1,000,000 per occurrence. Certificates of insurance must name the Association as an additional insured.

For each contractor who will work on your Project, list their name and contact information below, and attach evidence of license and bonding and a copy of the contractor's certificate of insurance, with “McKenzie Lofts Condominiums Owners’ Association” listed as an additional insured on the certificate.

License and bond information is available at <http://search.ccb.state.or.us/search/default.aspx>. Include the “CCB License Summary” page and the business detail page with your application. The business detail page is accessed by clicking on the “Learn More About this Business” link on the “CCB License Summary” page.

List of all contractors who will be working in your unit on your Project:

Appropriate documents attached for each contractor (license, bond, certificate of insurance with additional insured):

Yes No Not Applicable (no contractor involved in Project)

Part B - Penetration of Floors and Ceilings

Notice: The Condominium contains post-tension slabs, each of which contain 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. In addition, gas, electrical and water lines are behind the walls, ceilings and floors which if penetrated may cause serious damage to the Owner's Unit and other Units and Common Areas of the Condominium.

Projects which include boring, drilling or penetrating more than ¾ inch into, in any way, the floors or ceilings will only be approved if the Owner provides written documentation from a licensed and bonded contractor that the post-tension slab has been properly x-rayed (pursuant to a schedule approved in advance by CMI) and that it can be bored, drilled or penetrated without adverse impact to the components of the post-tension slab, including not penetrating a post-tensioned tendon. The Board of Directors has sole and exclusive discretion to grant approval for Projects that include boring, drilling or penetrating the post-tension slab. In granting approval, the Board of Directors will not be deemed to be endorsing or certifying the quality, safety, or accuracy of the contractor's work. The contractor's work and the Project overall will be undertaken at the Owner's sole risk and responsibility. To the fullest extent permitted by the laws of the State of Oregon, neither the Association, nor its directors and officers, nor CMI shall be liable to an Owner for any loss or other consequences of the Project.

1. Does your Project include boring, drilling or penetrating into, in any way, the floor or ceiling?
 No (skip to Part C) Yes - 3/4 inch or less Yes - more than 3/4 inch
2. Describe below this part of your Project and attach detailed drawings prepared by the licensed contractor you plan to use to complete the Project and/or by your licensed architectural/engineering professional.

Description:

Detailed drawings attached: Yes No

Does your contractor have previous experience with Projects in a building that contains post-tension slabs?
 Yes No

3. For penetration of more than 3/4 inch, the contractor is required to provide written documentation that the post-tension slab has been properly x-rayed (pursuant to a schedule approved in advance by CMI) and that it can be bored, drilled or penetrated without adverse impact to the components of the post-tension slab including not penetrating a post-tensioned tendon.

Appropriate documents attached: Yes No

Part C - Architect/Engineers Preparing or Reviewing Project Plans

1. Are you hiring an architect and/or engineer to prepare or review your Project plans?
 Yes No (If no, skip to Part D)
2. All architects and/or engineers working on your Project are required to have a professional license, appropriate insurance which must include professional liability insurance with a limit of \$1,000,000 per occurrence and experience with commercial construction. Certificates of insurance must name *McKenzie Lofts Condominiums Owners' Association* as an additional insured.

List the names of all architects and/or engineers and their contact information below:

Appropriate documentation attached (license, insurance certificate with additional insured, documentation of experience with commercial construction): Yes No

3. The architect is required to certify that the Project will not have any adverse impact on the Condominium, Fire and Life Safety system, acoustic isolation within the building, or any other building element or system and will not void any warranty. The architect is also required to state whether he/she recommends any additional professionals (e.g., electrical engineers, HVAC engineers, etc) be consulted to review the Project plans (in cases where the scope of the Project is beyond the expertise of the architect). Appropriate documents attached: Yes No
4. **Notice:** Depending on the scope of your Project, the Board of Directors may require that the architect inspect the Project in process and provide a certificate of substantial completion pursuant to the approved plans. (Bylaw 7.5). This decision is made after the application is reviewed and generally only applies to larger, more complex projects.

Initial below:

_____ (Owners Initials) If my/our Project is approved, I/we agree to the above requirement and understand that it may add to the cost of my/our Project.

Part D - Owner Acknowledgments

Please initial each of the statements below:

_____ I/We fully understand the requirements of this application.

_____ I/We have read and agree to comply with the bylaw requirements regarding unit alterations, improvements and additions (specifically bylaw 7.5, 8.2 and 9.2.3), the requirements of this *Application Form for Approval of Alterations, Improvements or Additions to a Unit* and the requirements of the *Contractor Regulations Form*. (Note: The *Contractor Regulations Form* contains additional requirements for completing a Project which apply to both the Owner and Contractor, and which are not included in the above application.)

_____ I/We agree that we are responsible to insure that all of our contractors, subcontractors and other service personnel perform only such work as has been previously approved by the Board of Directors and that they comply with the terms and conditions of the *Contractor Regulations Form* including the requirements (i) to coordinate in advance with CMI for water shut-off prior to commencing any plumbing system related work and (ii) to coordinate in advance with CMI prior to any testing related to building systems (e.g., electrical, plumbing, fire suppression, HVAC, etc). I/We also agree to incorporate the *Contractor Regulations Form* into all of our Project contracts and to provide CMI with a copy of the *Contractor Regulations Form* signed by each vendor who will work in our unit.

_____ I/We agree that we are responsible to insure that all work on our Project is completed in accordance with appropriate industry standards. I/We also agree that the Project will meet all applicable governmental and regulatory requirements, that all applicable permits will be obtained prior to commencement of the work and all inspections of work (e.g., plumbing, electrical, fire, etc) will be completed as required. If any inspections of our unit made at any time during or subsequent to completion of our Project identify deficiencies in compliance with any governmental/regulatory requirements, I/we agree that we are solely responsible to correct the deficiencies, and will do so in a timely manner.

____ I/We agree that we are solely responsible to ensure that our contractors do not penetrate the ceiling or floor of the Unit without prior written approval of the Board of Directors.

____ I/We agree that the cost of an independent review by legal counsel, architects, engineers, or other pertinent consultants, on behalf of the Association, if deemed necessary by the Board of Directors, will be passed on to me/us, whether or not the Project is approved. I/We also agree that the cost of any professional inspections or certifications during the Project or at its completion, if deemed necessary by the Board of Directors, will be passed on to me/us. (Bylaws 7.5)

____ I/We agree that we are responsible for any and all damage caused by the Project to my/our Unit, to adjacent Units, to Common Areas including structural components of the Condominium, or to my/our personal property.

____ I/We agree that at any time, and for the purpose of verification and/or compliance regarding approved building permits, plans and documentation, Board of Director members and/or CMI staff will be allowed access to the Unit.

____ I/We agree that we are responsible during the Project to inform CMI of any changes in the scope of the Project which would affect, or potentially affect, Common Areas, other Units, or the structural components of the Condominium. After informing CMI of the change, I/we agree to submit a revised *Application Form for Alterations, Improvements, Additions or Major Repairs to a Unit* and receive a revised Approval/Work Authorization prior to commencing the revised portion of the Project.

____ I/We understand and agree that in granting approval for our Project, the Board of Directors is not endorsing or certifying that the Project as outlined in this application will meet all governmental or regulatory requirements, nor is the Board of Directors endorsing or certifying the quality, safety, or accuracy of any contractor or other vendor's work. Further, I/we understand and agree that all contractor and vendor work and the Project overall is being undertaken at my/our sole risk and responsibility and that to the fullest extent permitted by the laws of the State of Oregon, neither the Association, nor its directors and officers, nor CMI shall be liable me/us for any loss or other consequences of the Project.

____ I/We understand and agree that work on our Project will not commence until we receive a written Approval/Work Authorization and satisfy any and all conditions of the approval.

Owner(s) Signature _____

Date _____

FOR CMI/BOARD USE ONLY

APPROVAL/WORK AUTHORIZATION

Owner Name: _____ Unit Number: _____
Project Description: _____

Approval Decision - This Work Authorization grants permission to:

- Complete the Project as outlined in the Application
- Complete the Project as outlined in the Application, EXCEPT the following portion of the project is not approved at this time: _____

This Work Authorization does not authorize any work in the Unit related to the categories checked below:

- Plumbing
- Electrical
- HVAC
- Fire Suppression
- Boring, drilling or penetrating the ceiling or the floor in any amount
- Other: _____

This Work Authorization does authorize penetrating the ceiling or floor only for the limited work described below:

This Work Authorization is effective for the dates listed below:

Beginning Date: _____ Ending Date: _____

***Project work is not authorized to continue beyond the "Ending Date". Owners may request an extension of the Work Authorization, by contacting CMI.*
***Owners are solely responsible for overseeing their contractors, subcontractors and any other service personnel working on their Project, and ensuring they comply with the limitations of this Work Permit and the approved Application including the Contractor Regulations, as well as the Association's Declaration, Bylaws and House Rules.*
***Owners are responsible for any damage or loss to the Condominium caused by their Project.*
***Owners are responsible for paying any enforcement fines incurred due to a violation of the Declaration, Bylaws or House Rules, including the Contractor Regulations, or due to completing work outside the scope of this Work Authorization, whether caused by them, their contractors or any other third party.*

This Project has been reviewed or approved by:

****Architectural Review Committee (ARC)** Approved Reviewed & Recommended to Board
****Board of Directors** Approved Not Applicable (approved by the ARC)

Board Member Signature: _____

Title: _____ Date: _____

Comments: _____



MCKENZIE LOFTS CONDOMINIUMS OWNERS' ASSOCIATION Contractor Regulations Form

Owners are solely responsible for overseeing their contractors, subcontractors and any other service personnel working on an alteration, improvement or addition to their Unit ("Project") and ensuring they comply with these Contractor Regulations as well as the Association's Declaration, Bylaws and House Rules. Owners are responsible for any damage or loss to the Condominium caused by their contractors as well as any fines incurred by virtue of a violation of the Declaration, Bylaws or House Rules or these Contractor Regulations.

1. Working Hours

Contractor working hours are 7am to 5:30pm.

2. Contractor Parking

Contractor must park their vehicles on the street, in public parking lots or in the Owner's parking space, provided the vehicle fits appropriately in the space.

3. Contractor Deliveries and Removal of Materials, Tools and Supplies

3.1 Delivery and Removal Entrances: Large deliveries and removals must take place through the garage car gate or garage pedestrian door.

Additional Information: Large deliveries and removals means the delivery or removal of large/bulky contractor materials and/or equipment into or out of the building (*e.g., delivery of all new kitchen appliances; delivery or removal of a large amount of contractor work tools and supplies*).

In general, a "large/bulky item(s)" is identified by one or more of the following characteristics:

- (i) The potential to damage the elevator walls/floor if elevator padding is not used.
- (ii) A hand truck or dolly is required to move the item(s).
- (iii) The potential to interfere with the peaceful use of the lobby, if moved through the lobby area.

Street parking is extremely limited in the Pearl District and Contractors are strongly encouraged to reserve metered street parking through the City of Portland for a large delivery/removal. Metered street parking may be reserved through the City of Portland at <https://www.portlandoregon.gov/transportation/article/624552>. A minimum of 7 to 10 days is required to obtain a street parking permit from the City. In addition, during the winter holidays (November/December) and the Rose Festival (June) periods, an exemption from the City must be obtained prior to applying for a permit, which will add to the total time required to complete the permit process. If your moving vehicle will fit, the most convenient street parking location to reserve for a move is the street parking labeled "Loading Zone" at the SW corner of the building on Flanders, which is next to the garage car gate.

Smaller deliveries and removals (e.g., smaller items that can be easily carried in while still navigating the front door and elevator, and which do not present a risk of damage to the lobby floors, elevator floors or

walls, or any other Common Area) may take place through the front lobby door or the north external door.

3.2 Scheduling Large Deliveries and Removals: Contractor large deliveries and removals must be scheduled in advance with CMI by calling (503) 233-0300.

Additional Information: CMI will attempt to schedule the delivery/removal with as little as one Business Day notice. Scheduling allows CMI to ensure that elevators and any other move services such as an elevator run/stop key or garage gate and/or door security will be available. If, due to short notice, CMI must make a special trip to install elevator padding, a **\$100 Elevator Padding Fee** is charged to the Unit Owner.

How quickly a delivery/removal can be scheduled depends on what move support is required, and the availability of that support. Very large Contractor moves (e.g., all new kitchen cabinets) may require the Association's move coordinator, Movin' In Mavens, to provide move support. CMI will determine if move support is necessary when contacted to schedule a move. If so, **a two-week notice is required for Movin' In Mavens to coordinate a move date, and for the Contractor to secure on street parking.** A **\$275 Contractor Move Fee** is charged to the Unit Owner for the move coordinator services.

3.3 Use of the Garage for Deliveries and Removals: Cars and regular trucks may be parked in the "No Parking - Loading Zone" (in front of the upper garage elevators) for the purpose of loading and unloading materials, tools and supplies. Contractors must comply with all Loading Zone signage.

3.4 Elevator Padding: Contractors must not move any large delivery/removal into the elevator prior to the installation of the elevator wall and floor pads.

4. Building Access, Lockboxes and Security

Owners are responsible to facilitate Condominium and Unit access.

If the Owner would like the contractor to use a lockbox to provide access to the Condominium and the Unit, the owner must register the lockbox with CMI and obtain a lobby entry key code. The lockbox must have an identifying characteristic (but not the unit number) and be placed in the designated lockbox location inside the building. Lockboxes must be removed within 14 days of Project completion or they will be cut off and removed by CMI. The lobby entry key code will be automatically deactivated after 30 days or upon the end date of the Board Approval/Work Authorization period, if sooner. Owners and contractors must not disclose the entry code to third parties (other than persons directly working in the Condominium on the project) and are responsible for their employees and their subcontractors' employees maintaining the confidentiality of the code. Owners must contact CMI for any entry code extension periods. CMI contact phone number: (503) 233-0300.

Contractor must follow all Condominium security policies including the following:

- a. When entering or exiting the Condominium, Contractor must ensure all doors close and lock behind them. Contractor must not allow another person to follow them into the building through a door. When entering or exiting the garage, Contractor must wait in view of the garage gate to ensure it fully closes behind them and must not allow another vehicle to follow the Contractor into the garage.
- b. To maintain security for all residents, the garage car gate and/or external doors must never be left unattended when they are open for a delivery/removal of materials, tools and supplies.

5. Common Area Cleanliness

Contractor must clean all Common Areas (e.g., elevators, hallways, etc) of trash, dirt, dust, etc. caused by their work. This must be completed each day by 5:30pm. Any cleaning fees incurred by the Association due to a contractor's failure to keep Common Areas clean are assessed to the Unit Owner.

6. Trash and Recycling

Contractor must remove all trash/recycling and work debris from the Condominium property (*e.g., carpet, sheetrock, bagged sawdust and/or other debris*). Debris must not be placed in the garbage chutes or the Residential or Commercial trash/recycling areas.

7. Use of Equipment

Contractor must not use power or other equipment in the Common Areas, or on the sidewalks surrounding the Condominium. All cutting and/or sawing of materials, etc. must be performed inside the Unit. Contractor must not store materials on Unit decks or balconies, in the Common Areas or on the sidewalks surrounding the Condominium.

8. Water & Fire Sprinkler Shut Off

If the Project involves the plumbing system (*e.g., installation of a new hot water heater*) the water to the Unit is required to be shut off by CMI prior to commencing plumbing system related work. The Contractor or Owner must schedule the shut off at least one week in advance by calling CMI. (*A one week advance notice to other Residents who will also have their water shut off is required to minimize disruption and to coordinate with CMI staff to complete the shut off.*)

If the Contractor requires that the fire sprinkler system be shut off at any time during completion of the Project, the Contractor or Owner must schedule the shut off at least one week in advance with CMI. (*A one-week advance notice allows time to coordinate with the Association's vendor who completes the shut off.*)

CMI contact phone number: (503) 233-0300

9. Post-Tension Slabs

The Condominium contains post-tension slabs, each of which contain 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. In addition, gas, electrical and water lines are behind the walls, ceilings and floors which if penetrated may cause serious damage to the Owner's Unit and other Units and Common Elements of the Condominium.

Contractors must not bore, drill or penetrate more than $\frac{3}{4}$ inch into, in any way, the ceiling or floors in the Unit or any other area of the Condominium without prior written approval from the Board of Directors. The Board of Directors will only approve boring, drilling or penetrating more than $\frac{3}{4}$ inch if the Owner provides written documentation from a licensed and bonded contractor that the post-tension slab has been properly x-rayed (pursuant to a schedule approved in advance by CMI) and that it can be bored, drilled or penetrated without adverse impact to the components of the post-tension slab, including not penetrating a post-tensioned tendon. The Board of Directors has sole and exclusive discretion to grant approval for Projects that include boring, drilling or penetrating the post-tension slab. In granting approval, the Board of Directors will not be deemed to be endorsing or certifying the quality, safety, or accuracy of the contractor's work. The Contractor's work and the Project overall will be undertaken at the Owner's sole risk and responsibility. To the fullest extent permitted by the laws of the State of Oregon, neither the Association, nor its directors and officers, nor CMI shall be liable to an Owner for any loss or other consequences of the Project.

10. Testing Condominium Systems

Contractor must request approval and coordinate any testing of systems related to Condominium systems

(e.g., electrical, plumbing, fire suppression, HVAC, etc). Testing must be scheduled in advance by calling CMI at (503) 233-0300. (If testing requires water shut off, a one week advance notice to other Residents who will also have their water shut off is required to minimize disruption.)

11. Governmental & Regulatory Requirements

Compliance with Regulations:

Contractor must comply all applicable governmental and regulatory requirements related to its use of, work within, and operations of the Condominium.

Permits & Inspections:

All required permits must be obtained prior to commencement of the work ((e.g., building permits, trade permits for electrical, mechanical and plumbing work, etc). All required plumbing, electrical and other inspections must be completed.

City of Portland – General Permit Information	https://www.portlandoregon.gov/bds/36664
City of Portland – Electrical, Mechanical & Plumbing Permits	https://www.portlandoregon.gov/bds/36660
City of Portland – Minor Mechanical Labels	http://www.oregon.gov/bcd/minlab/Pages/info.aspx
State of Oregon - Minor Label Program	http://www.oregon.gov/bcd/minlab/Pages/info.aspx

12. Contractor Work & Safety Standards

Compliance with Industry Standards:

All Contractor work must be performed in accordance with standards of the industry as stipulated by the appropriate professional organization for the trade performing the work (e.g., ASHRAE, SMACNA, etc).

Safety:

Contractor must use every device, care and precaution mandated by governmental and/or regulatory authority for the protection and safety of life and limb and without regard to the additional cost of suitable material or safety appliances or devices. Without limiting the foregoing, Contractor will provide protection to prevent damage, injury or loss to:

- a. All employees on the Project and all other persons who may be affected thereby;
- b. All work and all materials and equipment to be incorporated therein, whether in storage on or off-site under the care, custody or control of the Contractor or Unit Owner;
- c. Other property at the site or adjacent thereto, including trees, shrubs, plants/flowers, walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement during the course of the Project.

Owners will provide or cause each Contractor to provide all regulatory notices and each will comply with all applicable laws, ordinances, rules and regulations including, City, County, State and Federal hazardous substance regulations and lawful orders of any public authority bearing on the safety of persons, property or environment or their protection from damage, injury or loss.

13. Contractor Insurance

Contractor must provide a certificate of insurance demonstrating commercial general liability limits of \$1,000,000 per occurrence with “McKenzie Lofts Condominiums Owners’ Association” listed as an

additional insured on the certificate.

14. Contractors Responsibility for Subcontractors

Contractor must review this *Contractor Regulations Form* with any Subcontractor (or other type of subordinate or lower tier Contractor). Contractor agrees that any contract it enters into with a Subcontractor (or other type of subordinate or lower tier contractor) for the performance of any aspect of the Project will expressly bind such other Contractor to the language and requirements in this *Contractor Regulations Form*, making such obligations applicable to the Subcontractor to the same extent as the Contractor.

15. Incorporation into Project Contracts

Owner must incorporate a copy of this *Contractor Regulations Form* into all contracts related to the Project and review the regulations with the Contractor.

16. Owner & Contractor Acknowledgments

(Each Contractor who will be working in the Owner's Unit must sign this acknowledgment. Owner must forward a signed copy of this form to CMI as part of their ARC Application.)

I/we have read and understand this *Contractor's Regulation Form*, and agree that all work related to the Unit listed below will completed in compliance with this document. I/we agree that we are responsible for any and all damage caused by the Project to the Unit listed below, to any other Units, to common areas including structural components of the Condominium, and to my/our personal property.

Owner(s) Signature(s) _____ Unit # _____ Date _____

Contractor Signature _____ Date _____

Title _____ Company Name _____

Contractor Signature _____ Date _____

Title _____ Company Name _____

Contractor Signature _____ Date _____

Title _____ Company Name _____



**MCKENZIE LOFTS CONDOMINIUMS OWNERS' ASSOCIATION
Move Policy**

Approved September 18, 2006

Update Approved June 8, 2016

Update Approved December 6, 2017 & Effective January 1, 2018

Update Approved October 30, 2018

This policy does not apply to:

- **Commercial Units**

Any moves into or out of Commercial Units on the 1st floor of the Condominium which are completed through the Unit's external sidewalk door. (The policy does apply to moves through the garage and to a commercial Resident orientation.)

- **Contractor Moves**

Refer to the *Application Form for Alterations, Improvements, Additions or Major Repairs to a Unit / Contractor Regulations* for move requirements related to contractor moves for delivery or removal of equipment, tools and supplies.

- **Resident Small Delivery or Removal**

Small Delivery or Removal: the movement of smaller items that can be easily carried in, while still navigating the front door and elevator, and which do not present a risk of damage to the lobby floors, elevator floors or walls, or any other common area, and which do not require the aid of hand truck, dolly or other equipment.

For additional move information refer to the *Move Procedures Summary* in the Resident's Manual.

1. Scheduling a Move

All moves must be scheduled in advance with CMI, as follows:

1.1 **Resident & Staging Moves:** A minimum two weeks advance notice to CMI is required in order to schedule a move date with the Association's move coordinator, Movin' In Mavens, and to secure on-street parking for the move. Movin' In Mavens must be present for all Resident & Staging Moves, and all Residents who will occupy the Unit following Move-In must complete the Movin' In Mavens orientation. Residential Owners must complete the orientation within 30 days of unit purchase and renters within 30 days of occupancy.

Resident Move: A Move-In, Move-Out or Move Between Units of household and personal items by a Resident to either begin, end or move residency in the Condominium.

Staging Move: A Move-In or Move-Out of furniture and accessories for the purpose of staging a Unit.

1.2 Large Delivery or Removal: Advance notice to CMI is required for a Large Delivery or Removal. Residents must not begin the move until CMI has arranged for move support, such as elevator padding, and given approval for the move. If short notice of a Large Delivery or Removal requires a special trip by CMI staff to install elevator wall/floor padding, an Elevator Padding Fee is charged. (See Section 9.) If a Delivery or Removal is large enough that CMI determines move support is required by Movin' In Mavens, the Resident will be so notified when contacting CMI to schedule the move.

Large Delivery or Removal: The movement of a large/bulky item(s) into the building, out of the building, between units, or between units/storage units (e.g., couch, refrigerator, TV or large group of boxes).

In general, a "large/bulky item(s)" is identified by one or more of the following characteristics:

- (i) The potential to damage the elevator walls/floor if elevator padding is not used.
- (ii) A hand truck or dolly is required to move the item(s).
- (iii) The potential to interfere with the peaceful use of the lobby, if moved through the lobby area.

2. Moving Hours

All Resident moves that require scheduling with Movin' In Mavens must be scheduled between 8am and 5pm Monday thru Saturday. Miscellaneous moves may be scheduled at any time as long as all other conditions of this Policy have been met.

3. Parking and Loading/Unloading for a Move

3.1 Street Parking: Residents are responsible for securing street parking for all Moves. (Refer to the Move Summary Procedures in the Resident's Manual for information regarding reserving metered parking).

3.2 Condominium Entrance/Exit During a Move: All moves must take place through the garage car gate and/or garage pedestrian door. No moves may take place through the lobby doors or the north exterior door. To maintain security, the garage car gate and the garage pedestrian door must never be left unattended when they are open.

3.3 Elevator Use During a Move: Only the padded north elevator may be used for a move. No items may be moved into the elevator prior to the installation of the elevator wall and floor pads.

3.4 Using the Garage During a Move: Moving vans/trucks must not be parked in the garage. Cars and regular trucks may be parked in the "No Parking - Loading Zone" (in front of the upper garage elevators, between the Loading Zone signs) while loading and unloading move items. Residents must comply with all loading zone signage.

4. Move Clean Up

Residents must clean all common areas (e.g., elevators, hallways, etc) of trash, dirt, dust, etc. caused by the move and dispose of the rubbish following the House Rules. Clean up must be completed at the end of each day, if a multi-day move.

5. Rescheduling a Move – Additional Costs

If a Resident must reschedule a move, and as a result, the Association incurs "cancellation" or other costs, due solely to the reschedule, the costs are charged to the Owner.

6. Moves Not in Compliance with this Policy

Any Move not in compliance with this Policy may be stopped by CMI staff or a Board of Directors member. Once stopped, the move cannot resume until, in CMI’s determination, compliance is achieved. The Owner related to the move is responsible for all costs associated with the termination (*e.g., charges to the Association or to the Resident from any third party that would not have been incurred in the absence of the termination*).

7. Exceptions to this Policy

The Board may, in its discretion, make exceptions to this Policy when in the best interest of the Association, consistent with ensuring the integrity of the Condominium and its facilities, and the peaceful and orderly use and enjoyment of the Condominium.

8. Owner Financial Responsibility for Moves

The Owner is financially responsible for any cost incurred by the Association related to a move (*e.g., repair any new damage to the common areas that result from the move, janitorial service to clean up any debris left in common areas, or recycling/trash not properly disposed of in the trash/recycling areas.*)

9. Commercial Resident Orientation

Commercial Owners must complete a Movin’ In Mavens orientation within 30 days of unit purchase, and commercial tenants within 30 days of occupancy.

9. Move Fees and Fines

9.1 Move Fees: The following move fees are effective October 30, 2018:

\$800	<p>Resident Move-In Fee - Entire fee paid at time of Move-In</p> <p><i>Fee covers:</i></p> <p>\$225 – Move-In Supervision by Movin’ In Mavens</p> <p>\$125 – Move-In Wear/Tear on Condominium <i>(This amount is to cover both the primary move-in, and other unsupervised moves that often occur before or after the main move, related to purchases such as new furniture or equipment, or moves of household items stored in other storage facilities, etc.)</i></p> <p>\$225 – Move-Out Supervision by Movin’ In Mavens</p> <p>\$125 – Move-Out Wear/Tear on Condominium <i>(This amount including the primary move, plus prior and subsequent miscellaneous moves that often occur when a Resident moves out)</i></p> <p>\$100 – Orientation by Movin’ In Mavens</p>
\$100	<p>Additional Orientation by Movin’ In Mavens</p> <p><i>(Fee is charged for each additional orientation required, if any, to provide all Residents who will occupy a Unit with the orientation presentation.)</i></p>

\$350	<p>Resident Move Out Fee <i>(Effective for Residents with a Move-In date prior to September 1, 2016 when the Policy was updated for Residents to pre-pay the Move-Out Fee)</i></p> <p><i>Fee covers:</i> \$225 – Move-Out Supervision by Movin' In Mavens \$125 – Move-Out Wear/Tear on Condominium <i>(This amount including the primary move, plus prior and subsequent miscellaneous moves that often occur when a Resident moves out)</i></p>
\$225	<p>Resident Move-Between-Units Fee <i>(Fee covers Move Supervision by Movin' In Mavens)</i></p>
\$275	<p>Staging Move Fee <i>(Fee is charged once at Staging Move-In and once at Staging Move-Out)</i></p>
\$100	<p>Elevator Padding Fee <i>(Fee is charged if short notice of a Large Delivery or Removal move requires a special trip by CMI staff to install elevator wall/floor padding.)</i></p>
\$275	<p>Miscellaneous Move Fee <i>(Fee is charged for a Large Delivery or Removal that requires move support by Movin' In Mavens)</i></p>
\$100	<p>Commercial Resident Orientation Fee <i>(Fee covers the orientation by Movin' In Mavens)</i></p>

9.2 Move Fines: The Board may charge an Owner a fine, as outlined in the *Fines Section of the House Rules* for noncompliance with this Policy. All fines are in addition to any Move Fees outlined in this Policy.

10. DEFINITIONS

"Association" - means the McKenzie Lofts Condominiums Owners' Association.

"Common Area" and "Limited Common Area" - means Common Elements and Limited Common Elements of the McKenzie Lofts Condominiums as the terms are defined in the Declaration.

"Condominium" - means the McKenzie Lofts Condominium building as the term is defined in the Declaration

"CMI" - means Community Management Inc, the property management company hired by the Board to provide day to day management services for the Association.

"Owner" - means an owner of a Residential or Commercial Unit as the terms are defined in the Declaration.

"Resident" - means any individual who is living or working in, or otherwise using or occupying a Residential or Commercial Unit.

"Unit" - means a McKenzie Lofts Condominium unit as the term is defined in the Declaration.



MCKENZIE LOFTS CONDOMINIUMS OWNERS' ASSOCIATION
Bike Policy & Registration Form

Approved October 21, 2015
Update Approved April 13, 2016
Update Approved December 6, 2017
Update Approved October 30, 2018

1. REGISTRATION

1.1 Bike Registration: Bikes stored in a bike room must be registered with CMI by completing the *Bike Registration Form*, paying the registration fee and placing the registration sticker on the bike, in the location indicated on the *Bike Registration Form*. Owners must notify CMI when they no longer own a registered bike, so it can be deleted from the registration list of bikes which may be stored in bike rooms. The Board, at its discretion, may require annual re-registration based on bike room funding requirements.

1.2 Maximum Number of Registered Bikes in Storage Rooms: Each Owner may store up to two (2) registered bikes in bike rooms. Additional bikes may be registered and stored in the Owner's Unit or Storage Unit and switched out periodically with the bikes stored in the bike rooms.

1.3 Bike Pumps: Bike pumps with an ID tag on the pump (provided by the Owner & listing the unit number) may be stored in either bike room. Bike pump storage is limited to one pump per Unit Owner.

1.4 Bike Keys: One key to the assigned bike room is provided with each of the first two bike registrations per Unit Owner.

2. STORAGE

2.1 Large Bike Storage Room: Each Unit Owner may reserve up to two assigned rack spaces by completing the *Bike Registration Form* and paying the one-time reserved rack space fee. Reserved rack space is released when an Owner sells their Unit. At any time that all rack spaces have been reserved, CMI maintains a waiting list and contacts interested Owners as spaces open up. Owners may contact CMI if they no longer wish to maintain reserved rack space, and the space will be released for another Owner.

2.2 Small Bike Storage Room: There is with no assigned location within the room. There is no fee to use the room. A bike is assigned to the room by completing the *Bike Registration Form* and paying the bike registration fee. When the room is at capacity, CMI maintains a waiting list and contacts interested Owners as spaces open up.

2.3 Bike Owner Responsibility & Security: Bike Owners are responsible for removing excess dirt and debris from their bike prior to storage and locking their bikes while in the storage room, when possible. Bike Owners are also responsible for maintaining the security of the bike room while using it. Do not allow other persons, unknown to you, to follow you into the room, and lock the deadbolt when leaving the room. No items other than bikes and bike pumps may be stored in the bike storage rooms.

2.4 Risk of Loss/Damage: Bike Owners use the bike storage rooms at their own risk. To the fullest extent permitted by the laws of the State of Oregon, neither the Association, nor its directors and officers, nor CMI shall be liable for any damage to or loss of personal items stored in a bike storage room, nor for the loss of personal items in a storage room that are disposed of in compliance with this policy.

2.5 Compliance: Bikes stored in bike rooms which do not have a bike registration sticker, as well as personal items stored in the room (other than bike pumps) will be removed thirty (30) days after notifying all Owners via email to remove the items. Bikes removed from the room are donated to a local non-profit community bicycle center and other personal items are disposed as determined by the Board.

3. FEES

3.1 The followings fees are charged:

- a. \$40 fee per space, to reserve a rack space in the large bike room
- b. \$15 per bike registration fee per Unit Owner, for the first two (2) bikes
- c. \$5 per bike registration fee per Unit Owner, for each registered bike after the initial two (2)

bikes

3.2 Fees will not be prorated or refunded, and will be used exclusively to administer this policy.

4. DEFINITIONS

"**Association**" - means the McKenzie Lofts Condominiums Owners' Association

"**Bike Owner**" - means the individual who is using the bike registered with CMI

"**Board**" - means the Association Board of Directors

"**Bylaws**" - means the Bylaws of the McKenzie Lofts Condominiums Owners' Association

"**Common Element**" and "**Limited Common Element**" - means common areas of the McKenzie Lofts Condominiums as the terms are defined in the Declaration

"**Declaration**" - means Declaration of the McKenzie Lofts Condominiums

"**House Rules**" - means the Rules & Regulations approved by the Association

"**CMI**" - means Community Management Inc, the management company hired by the Board to provide day to day management services for the Association.

"**Owner**" - means an owner of a Residential or Commercial Unit as the terms are defined in the Declaration

"**Unit**" - means a McKenzie Lofts Condominium unit as the term is defined in the Declaration

MCKENZIE LOFTS CONDOMINIUMS OWNERS' ASSOCIATION

Bike Registration Form

Unit Owner Name _____

McKenzie Lofts Unit Number _____ Phone _____ Email _____

Bike Registration Form Instructions

1. Please contact CMI (Joel McDonell, Community Manager, (503)-445-1211, or joelm@communitymgmt.com) to ask if there is space currently available in either bike room.
 - a. Requests are reviewed and filled in the order received. If space is not available, CMI will add your name to the waiting list, and notify you when a space becomes available.
 - b. If you are reserving rack space in the large bike room, your unit number will be added to the rack to denote your space.
2. Complete the "Bike Registration and Fee Calculation" section below, and calculate the Grand Total.
3. Make check payable to "McKenzie Lofts Condominiums", place your McKenzie unit number on the check, and mail the form and check to CMI, 2105 SE 9th Ave, Portland, OR 97214.
4. CMI will mail registrations stickers to your address on file with CMI.
5. Applying the Registration Sticker - The sticker must be affixed to the front of the seat tube as indicated, matching the sticker registration number to the corresponding bike as listed on the registration information below. Owners must provide their own ID tag (unit number) for bike pumps.



Registration Information & Fee Calculation

****A maximum of two bikes and one pump may be stored in the bike room, at the same time, by each unit. The "Bike Owner" is the person who will be using the bike (e.g., unit owner, member of the owner's family, guest, invitee, employee, renter or other authorized occupant or visitor of the owner).**

****A maximum of two rack spaces may be reserved by each Unit Owner.**

Bike 1

	Bike Owner		Fee Calculation		
	Bike Description				
<i>Check One Box Below</i>	Room Description		Registration Fee (1)	One-Time Rack Space Fee (2)	Amount
	Small Bike Room		\$15	n/a	
	Large Bike Room (reserved space)		\$15	\$40	

(1) Registration fee is \$5, after the first two bikes.

(2) One-time fee for a new rack space reservation in the large bike room.

Bike 2

	Bike Owner		Fee Calculation		
	Bike Description				
<i>Check One Box Below</i>	Room Description		Registration Fee (1)	One-Time Rack Space Fee (2)	Amount
	Small Bike Room		\$15	n/a	
	Large Bike Room (reserved space)		\$15	\$40	

Bike Pump

	<i>Check One Box Below</i>	Grand Total
	<input type="checkbox"/> Yes	<input style="width: 50px;" type="text"/>
	<input type="checkbox"/> No	

I have received, read and agree to the terms and conditions of the McKenzie Bike Policy. I have attached a check payable to McKenzie Lofts Condominiums for the Grand Total indicated above.

Signature _____ Date _____

MCKENZIE LOFTS CONDOMINIUMS



MCKENZIE LOFTS CONDOMINIUMS OWNERS' ASSOCIATION Enforcement Policy

Approved August 8, 2019

1. Compliance with Declaration, Bylaws and House Rules

Owners and Residents must be familiar with and abide by the Association's Declaration, Bylaws and House Rules (Governing Documents). The community's common interest in safety of persons and property, the aesthetics and maintenance of the Condominium and an overall high quality of life for all depends on everyone's compliance with these Documents.

2. Reporting Suspected Violations

Any Owner may submit a complaint to CMI regarding a suspected Violation of the Governing Documents. Complaints may be submitted by phone (503-233-0300) or in writing via email (joelm@communitymgt.com), fax (503-233-8884) or mail (2105 SE 9th Ave, Portland, OR, 97214), with as much detail provided as possible, including pictures or video if available. Submittal via phone should be used for suspected Violations which are time sensitive. CMI may request the Owner to follow up a phone complaint with a written complaint.

3. Investigation & Follow Up of Suspected Violations

CMI investigates each complaint to verify if a Violation has occurred and consults with the Board of Directors as necessary during the investigation process.

3.1 First Occurrence Violations: For first occurrence Violations, CMI contacts the Owner to attempt to informally resolve the Violation.

- a. If the Violation is resolved informally within the time period agreed to by CMI and the Owner (or the time period established at the sole discretion of the Board Chair, if CMI and the Owner are not able to reach a mutually agreeable time period for correction), no enforcement action is implemented related to the first occurrence Violation. CMI may, but is not required to, follow up with a warning letter, outlined in Section 4, for Violations which are resolved informally.
- b. Enforcement action outlined in Section 4 is implemented if the Violation is not resolved informally, for any reason, including but not limited to:
 - *The Owner not returning CMI's communication to resolve the Violation.
 - *The Owner stating they will not correct the Violation.
 - *The Violation continuing beyond the time period for correction as agreed to by the Owner and CMI.
 - *The Violation continuing beyond the time period for correction set by the Board Chair, when CMI and the Owner cannot agree on a time period.

Exceptions: Informal resolution is not used for the following first occurrence Violations and

enforcement action outlined in Section 4 is implemented:

- a. First occurrence Violations, of any type, which results in a Loss.
- b. First occurrence Security Violations.
- c. First occurrence Violations which occur after CMI has communicated to an Owner that a specific action/inaction is a Violation.

3.2 **Second and Subsequent Occurrence Violations:** For second and subsequent occurrence Violations of the same nature as the first occurrence Violation, enforcement action outlined in Section 4 is implemented.

4. Enforcement Actions

4.1 **Types of Enforcement Action:** When Section 3 requires enforcement action for a Violation, the Board of Directors implements one or more of the following actions, as considered necessary, including without limitation:

- a. Warning letter
- b. Levying of a fine
- c. Placing a lien(s) on an Owner's Unit and commencing collection proceedings
- d. Instituting legal proceedings for injunctive relief
- e. Instituting any other type of legal proceedings as permitted by law

4.2 **Warning Letter:** Written warning letters are used for first occurrence Security Violations which do not result in a Loss. In addition, CMI may, but is not required to, follow up with a warning letter for Violations which are resolved informally, as outlined in Section 3.

A written warning letter is delivered to the Owner via mail. The letter describes the Violation, the action necessary to correct the Violation, and a time period for correction. Owners may contact CMI to request a longer time period for correction and CMI works with the Owner to achieve a mutually agreeable time period. If the Owner and CMI are not able to reach a mutually agreeable time period, setting a time period is at the sole discretion of the Board of Directors Chair.

4.3 **Enforcement Fine:** An enforcement fine is used as follows:

- a. First occurrence Violations of any type which result in a Loss.
- b. First occurrence Violations which are not resolved informally between CMI and the Owner, for any reason, as outlined in Section 3.
- b. First occurrence Violations which continue beyond the time period provided for correction in a warning letter.
- c. First occurrence Violations which occur after CMI has communicated with an Owner that a specific action/inaction will result in a Violation.
- d. Second and all subsequent occurrence Violations, of the same nature as the first occurrence.

Fine amounts are outlined in Section 5.

A written fine letter is delivered to the Owner via mail. The letter describes the Violation, the action necessary to correct the Violation, a time period for correction (which must be no longer than 10 calendar days unless CMI and the Owner mutually agree to a longer time period for correction) and the potential fine. The Owner is given the opportunity for a hearing with the Board of Directors to explain why the Violation does not apply to them. If the Owner does not contact CMI within 10 calendar days of the

written fine letter to request a hearing, the enforcement fine is levied. If a hearing is requested, the Board of Directors determine whether to levy the enforcement fine after the hearing is complete.

Fines are posted to the Owner’s Association account and are delinquent 30 days after posting. For delinquent fines, collection action is pursued as required in the *1999 Board of Directors Collection Resolution* and as permitted by law.

4.4 **Liens and Legal Proceedings:** In addition to warning letters and enforcement fines, the Board of Directors may pursue enforcement via liens and legal proceedings when considered appropriate based on the circumstances surrounding a specific instance of a Violation.

5. Enforcement Schedule

Enforcement fines are as follows:

Renewal Period: The fine is charged per incident unless the Violation is an ongoing Violation (example: construction material stored on a balcony in Violation of the Contractor Regulations). For ongoing Violations, the fine amount renews every 10 calendar days until the Violation is remedied or ceased.

Fine Amounts: Fine amounts comply with Bylaw 3.2.14 and 12.7.

Description of Violation	Fine Amount
Section I – Violations Which Cause a Loss (Including Security Violations)	
First, second and subsequent occurrences of any violation (Security Violation or otherwise) which results in a Loss.	\$375
Section II – Security Violations Which Do Not Cause a Loss	
(1) First occurrence of any Security Violation which do not cause a Loss – Owner is sent a warning letter.	No Fine
(2) Second and subsequent occurrences of any Security Violation, which do not cause a Loss.	\$375
Section III – Violations Related to Drilling in the Floor or Ceiling	
First, second and subsequent occurrences of drilling in the floor or ceiling without an Approval/Work Authorization permitting the drilling.	\$375
Section IV – All Other Violations Not Included in Section I thru III Above	
First occurrence Violations which:	
(1) Are resolved informally between CMI and the Owner (CMI may, but is not required, to send the Owner a warning letter).	No Fine
(2) Are not resolved informally between CMI and the Owner, for any reason, including but not limited to: *The Owner not returning CMI’s communication to resolve the Violation. *The Owner stating they will not correct the Violation. *The Violation continuing beyond the time period for correction as agreed to by the Owner and CMI.	\$250

*The Violation continuing beyond the time period for correction set by the Board Chair, when CMI and the Owner cannot agree on a time period.	
(3) Occur after CMI has communicated to an Owner that a specific action/inaction is a Violation.	\$250
(4) Continues beyond the time period provided for correction in a warning letter.	\$250
Second occurrence Violations, of the same nature as the first occurrence	\$250
Third and subsequent occurrence Violations, of the same nature as the first and second occurrence	\$375

6. Exceptions to this Policy

The Board of Directors may, in its discretion, make exceptions to this Policy when in the best interest of the Association, consistent with ensuring the integrity of the Condominium and its facilities, and the peaceful and orderly use and enjoyment of the Condominium. Final determination of the enforcement action taken in each violation case is at the sole discretion of the Board of Directors.

7. DEFINITIONS

- "**Association**" - means the McKenzie Lofts Condominiums Owners' Association.
- "**Board of Directors**" – means the Board of Directors of the Association.
- "**Common Area**" and "**Limited Common Area**" - means Common Elements and Limited Common Elements of the McKenzie Lofts Condominiums as the terms are defined in the Declaration.
- "**Condominium**" - means the McKenzie Lofts Condominium building as the term is defined in the Declaration
- "**CMI**" - means Community Management Inc, the property management company hired by the Board to provide day to day management services for the Association.
- "**Loss**" – means (1) harm to an individual, (2) loss or damage to a Resident’s personal property or (3) damage to a Unit or the Condominium Common Area.
- "**Owner**" - means an owner of a Residential or Commercial Unit as the terms are defined in the Declaration.
- "**Resident**" - means any individual who is living or working in, or otherwise using or occupying a residential or commercial Unit.
- "**Security Violation**" – means failure to comply with a requirement of the Declaration, Bylaws or House Rules, when the purpose of the requirement is to provide for (1) the safety of individuals, (2) the protection from loss or damage to a Resident’s personal property or (3) the protection from damage to an Owner’s Unit or the Condominium Common Areas. (Example: driving into the garage and not waiting in the garage gate entrance area for the gate to fully close, before continuing further into the garage).
- "**Unit**" - means a McKenzie Lofts Condominium unit as the term is defined in the Declaration.
- "**Violation**" – means failure to comply with a requirement of the Declaration, Bylaws or House Rules.

**McKenzie Lofts Condominiums Owners' Association
Board of Directors' Resolution - 2009: Insurance**

MCKENZIE LOFTS CONDOMINIUMS OWNERS' ASSOCIATION

**BOARD OF DIRECTORS RESOLUTION
REGARDING INSURANCE AND CERTAIN UNINSURED REPAIRS**

A. The Bylaws of McKenzie Lofts Condominiums Owners' Association ("Bylaws") states that McKenzie Lofts Condominiums Owners' Association (the "Association") shall obtain and maintain in force policies of insurance as provided in the Declaration of McKenzie Lofts Condominiums (the "Declaration").

B. Article XIV of the Declaration prescribes the type of insurance and sets forth the respective responsibilities of the Association and the Owners to obtain and maintain in force at all time appropriate insurance to protect the Association and its members.

C. The Declaration and Bylaws of the Association do not specifically address responsibility for the payment of the Association insurance policy deductible.

D. It is the intent of the Board of Directors to:

1. Ensure that the Association has adequate coverage for property and liability insurance;
2. Ensure the continuing insurability of the Association at a reasonable price;
3. Prescribe a procedure for reporting and processing insurance claims; and
4. Establish a rule allocating responsibility to pay the deductible amount in a manner that is fair, reasonable and predictable.

NOW THEREFORE, BE IT RESOLVED THAT the conditions, requirements and procedure set forth below be adopted.

I. INSURANCE DEDUCTIBLE; OWNER AND TENANT INSURANCE

1.1. Determination of Deductible; Notice.

(a) **Determination of Deductible by Board.** 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 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.** The Board 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 within thirty (30) days after the effective date of the

change. The notice shall be delivered to each Unit or 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:

**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) **Owners' Property Insurance.** Owners shall be responsible for obtaining and maintaining insurance policies insuring their Units for any losses less than the deductible amount under the Association's policies and for insuring their own personal property for any loss or damage.

(b) **Tenants.** Tenants shall be responsible for insuring their own personal property for any loss or damage if they desire such coverage. Owners shall be responsible to notify their tenants that the tenants' personal property is not covered by the Association's policy.

(c) **Owner and Tenant Liability Insurance.** Owners and tenants of all Units shall obtain and maintain comprehensive liability policies having combined limits of not less than Three Hundred Thousand and No/100 Dollars (\$300,000.00) for each occurrence. The insurance shall provide coverage for, without limitation, the negligent acts of Owners and tenants and their guests or other occupants of the Units for damage to the General and Limited Common Elements and other Units and the personal property of the others located therein.

(d) **Association.** The Association shall have no responsibility to obtain or assist in obtaining property loss insurance for any Owner or tenant for:

(1) Damage to a Unit not covered by the Association's policy (because of the deductible amount or because the claim for loss or damage is one not normally covered by fire and property loss insurance policies with extended coverage endorsements); or

(2) For any damage or loss to the Owner's or tenant's personal property.

(e) **No Monitoring.** The Association has no obligation to monitor whether Owners and tenants comply with their respective obligations to maintain required insurance.

1.3. Deductible and Other Uninsured Loss. The Association's Declaration and Bylaws do not specifically establish who is responsible to pay the deductible amount under the Association's casualty policy in the event of a loss. As deductible amounts increase in the current insurance industry climate, it becomes more important for the Association to establish a rule determining who is responsible to pay the deductible. There are several options open to the Association in developing such a rule. For example, the Association could allocate the deductible based upon fault, or the Association could establish a rule that the Association always pays the entire deductible, regardless of whether the loss occurs to Common Elements or to one or more Units. After considering its options, however, the Board has determined that the best rule is to allocate the deductible to the party who is responsible for maintaining the damaged property under the Association's Declaration and Bylaws. This method is fair, predictable, avoids involving the Association in determinations of negligence, and discourages Owners from filing numerous small claims, which can adversely affect the Association's insurability. For purposes of this Section 1.3, the term "deductible" includes both the deductible portion of an insured loss and a casualty loss that is not insured when it is not required to be insured under the terms of the Declaration or Bylaws. The Board hereby adopts the following specific rules for allocating the deductible:

(a) Responsibility for Deductible Follows Responsibility for Maintenance.

The deductible amount under the Association's casualty insurance policy shall be paid by the party(ies) with responsibility for maintenance, repair, and replacement of the damaged item without regard to whether the loss may have been caused by the negligence of any party. Since the Association is charged with maintenance, repair, and replacement of the Common Elements, and individual Owners are charged with maintenance, repair, and replacement of their individual Units, the Association will pay the deductible with regard to damage to the Common Elements, and individual Owners will pay the deductible for damage to their Units.

(b) Allocation Among Several Parties.

If loss occurs to more than one Unit, or to Common Elements and one or more Units, the deductible amount under the Association's casualty insurance policy shall be allocated between or among the parties in proportion to their total respective losses. For example, if a casualty damages the Common Elements to the extent of \$100,000, and damages a single Unit to the extent of \$50,000, the Association's deductible amount of \$10,000 shall be allocated \$6,667 to the Association, and \$3,333 to the Unit Owner, since the total loss suffered by the Unit Owner is one-half the amount of the total loss suffered by the Association.

(c) No Bar to Individual Claims.

Nothing in this Resolution shall bar a claim by any party, including, without limitation, any Owner or the Association, to recover any loss or damage caused by the negligence of any other party. The purpose of this Resolution is to create an efficient, doubt-free mechanism to fund the deductible so as to permit the prompt repair of the damaged portions of the Condominium. For example, if Owner A's Unit is damaged and he believes the casualty is due to the negligence of Owner B, this Resolution requires Owner A to pay the deductible portion of the loss. Following such payment, however, nothing in this Resolution prevents Owner A from pursuing a claim against Owner B to recover the deductible amount paid by Owner A.

II. DUPLICATE INSURANCE COVERAGE

In the event of duplicate insurance coverage, the insurance policy obtained by the Unit Owners shall be considered the primary coverage.

III. PROCEDURE FOR HANDLING CLAIMS

3.1 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 of managing agents for handling claims, as well as fees and costs for consultants, counsel, and other persons assisting the Association, shall be treated as part of the overall loss, apportioned, if at all, in the same manner as the deductible is apportioned.

IV. PROCEDURE FOR INVESTIGATION AND REPAIR

4.1 Investigation. Upon the occurrence of a casualty affecting any Unit(s) or the Common Elements, the Board of Directors shall conduct such investigation as it considers reasonable under the circumstances to determine the nature and extent of the damage, the likely cause of the damage, and the likelihood of insurance coverage for the same. The Board may retain such contractors, consultants or counsel as it considers appropriate under the circumstances.

4.2 Repairs to Common Elements. The Association shall always control the conduct of maintenance and repairs to Common Elements.

4.3 Repairs to Unit(s). In the event of damage to one or more Units with respect to which there is any coverage under the Association's insurance policy, the Association retains the right, but not the duty, to control the solicitation of bids and the conduct of repairs for such damage. In its discretion, the Board of Directors may choose to permit an individual Unit Owner to control the conduct of repairs to the Unit, depending upon a) the relative financial contributions of the Association's insurance and the individual Owner or its insurance carrier; b) the Board's confidence that Unit repair work will not adversely affect the Common Elements or other Units; and c) other relevant factors.

V. POLICY REGARDING REPAIRS AND BOUNDARIES BETWEEN UNITS AND COMMON ELEMENTS

The Condominium's governing documents generally provide that Owners are responsible for maintaining, repairing, and replacing portions of their Units, and that the Association is responsible for the same work with respect to General Common Elements. Section 4.3.1 of the McKenzie Lofts Declaration defines the boundary of a Unit as the interior surfaces of its perimeter and demising stud walls, floors, ceilings, sky lights, if any, windows and window frames, doors and door frames and trim, and shall include both the interior surfaces so described (including the unexposed face of the sheetrock or similar material and the underside of the finished floor). Accordingly, Unit Owners are responsible for maintaining, repairing, and replacing damage to the sheetrock forming a part of their Unit's walls, as well as the ceilings and floors. This means there will be circumstances in which an Owner's ceiling, walls or floors may

be damaged through no fault of the Unit Owner (and, perhaps, through the direct fault of another Owner), and if the loss is uninsured, in whole or in part, the Owner will be responsible for payment for the repair or replacement of the uninsured (or underinsured) loss to the Owner's Unit. Although there is certainly some unfairness in a faultless Unit Owner having to pay for such repairs, this arrangement replicates the circumstance that would occur if the Unit were a separately owned, single family dwelling suffering the same loss. In addition, this arrangement avoids embroiling the Association in questions of which Unit Owner(s) may have been negligent in connection with such a loss.

IN WITNESS WHEREOF, the undersigned hereby certifies that the foregoing Resolution was adopted at a meeting of the Board of Directors on 1/26, 2008. ⁹ _{Am}

**MCKENZIE LOFTS CONDOMINIUMS
OWNERS' ASSOCIATION**

By: 
Board Secretary

MLC/022/BOD40

COLLECTION OF ASSESSMENTS; ENFORCEMENT

WHEREAS SECTION 5.1 of McKenzie Lofts Condominiums' Bylaws states: "The Board of Directors shall from time to time, at least annually, prepare a budget for the Association, estimate the common expenses expected to be incurred, less any previous overassessment, and assess the common expenses to each Owner in the proportion set forth in the Declaration. The budget shall provide for an adequate reserve fund for maintenance, repairs and replacement of those Common Elements which must be maintained, repaired or replaced on a periodic basis by the association. The budget shall also divide the common expenses into Commercial and Residential Expenses and Residential Only Expenses in accordance with Section 7.1 of the Declaration. The Board of Directors shall advise each Owner in writing of the amount of common expenses payable by him, and furnish copies of each budget and amended budget on which such common expenses are based to all Owners and, if requested, to their Mortgagees, at least 30 days prior to the annual meeting of the Association. Failure to deliver a copy of any budget or amended budget to each Owner shall not affect the liability of any Owner for any such assessment. Nothing herein contained shall be construed as restricting the right of the Board of Directors to, at any time, in their sole discretion, levy any additional assessment in the event that the budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management of the Condominium, or in the event of emergencies. Any budget for the Association prepared by Declarant or during the period of Declarant's administrative control of the Association pursuant to Section 21 of the Declaration shall be based on Declarant's good faith projection of the requirements of the Association for the period in question, but such projection may vary substantially from the actual requirements of the Association for such period. After the Turnover Meeting, the Board of Directors shall be responsible, in its sole discretion, for preparation of the budget of the Association and shall not rely upon prior budgets or projections prepared by Declarant."

WHEREAS SECTION 5.3 of McKenzie Lofts Condominiums' Bylaws states: "All owners shall be obliged to pay on a monthly basis in advance common expenses assessed to them by the Board of Directors on behalf of the Association pursuant to these Bylaws and the Declaration, including amounts applicable to the reserve fund described in Section 14.3 of the Declaration. Assessments for Commercial and Residential Expenses and Residential Only Expenses shall be allocated in accordance with Section 7.1 of the Declaration. Assessments may not be waived due to limited use or nonuse of Common Elements. Declarant shall be assessed as the Owner of any unsold Unit, but such assessment shall be prorated to the date of sale of the Unit. Assessments shall commence in accordance with Section 7.1 of the Declaration. In addition, the Owner of Unit 101 shall make the payment described in Section 7.1 of the Declaration. At the time of closing of the initial sale of each Unit, the purchaser shall make the contribution described in Section 5.4.3 to the working capital fund. The Board of Directors, on behalf of the Association, shall assess the common expenses against the Owners from time to time, and at least annually, and shall take prompt action to collect from an Owner any common expense due which remains unpaid by him for more than 30 days from the due date for its payment (except as provided above for the Declarant)."

WHEREAS SECTION 7.3 of McKenzie Lofts Condominiums' Declaration states: In the event of default by any Owner in paying to the Association the assessed common expenses (including, but

not limited to, reserve assessments or any other special assessments) or any other amounts owing to the association, such Owner shall be obligated to pay interest on such common expenses from the due date thereof, together with all expenses, including attorneys' fees, incurred by the Association in any proceeding brought to collect such unpaid expenses, or any appeal therefrom. No interest or late charges will be assessed on common expenses paid within 30 days after the due date therefor. Delinquent payments of common expense assessments shall bear interest from the date thereof at a rate equal to four percentage points over the prime or base rate of interest offered by U.S. National Bank of Oregon, or a similar rate of interest at a similar institution if the foregoing rate or bank no longer exists, as in effect on the due date for such payment, but in no event higher than the maximum rate permitted by law. The Board of Directors may also establish and impose charges for late payments of assessments. The Board of Directors shall have the right and duty to recover for the Association such common expenses, together with interest thereon, late charges, if any, and expenses of the proceeding, including attorneys' fees, by an action brought against such Owner or by foreclosure of the lien which the Board of Directors shall have upon such Owner's Unit (including that Owner's Storage Unit, if any) with respect to all such obligations.

WHEREAS SECTION 7.4 of McKenzie Lofts Condominiums' Declaration states: In any action brought by the Association to foreclose a lien on a Unit or Units because of unpaid common expenses, the Owner shall be required to pay a reasonable rental for the use of the Unit or Units during the pendency of the suit, and the plaintiff in such foreclosure suit shall be entitled to the appointment of a receiver to collect such rental. The Board of Directors, acting on behalf of the Association, shall have the power to purchase such Unit or Units at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to, convey, or otherwise deal with the Unit or Units. An action to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing any lien securing the same.

WHEREAS SECTION 7.19 of McKenzie Lofts Condominiums' Bylaws states: 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. 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.

WHEREAS, ORS 100.405 (4)(j) states: "Subject to the provisions of the condominium's declaration and bylaws, and whether or not the association is unincorporated, the association may: Impose charges for late payments of assessments, attorney fees for collection of assessments and after giving notice and an opportunity to be heard, levy reasonable fines for violations of the declaration, bylaws and rules and regulations of the association;"

WHEREAS, from time to time homeowners become delinquent in their payments of these assessments and fail to respond to the demands from the Board to bring their accounts current; and

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

NOW, THEREFORE, BE IT RESOLVED the Association's manager is authorized to contact the Association's attorney to pursue collection and request advice for the Board of Directors and the Association in other matters which may from time to time be requested by the Board; and

BE IT FURTHER RESOLVED the Manager, acting on behalf of the Association, shall be authorized to pay the Association's attorneys their usual and customary charges for time incurred in connection with their representation of the Association, together with all costs incurred by the firm including not limited to, fees and charges for filing, service, photocopies, postage, long distance calls, investigator's services, and title reports, promptly upon receipt of the monthly invoice; and

~~BE IT FURTHER RESOLVED there is hereby levied against any assessment account which is not paid in full as of the thirtieth (30th) day of the month a late fee in the amount of \$25.00 which the Manager is authorized and directed to charge to and collect from any delinquent homeowner, and~~

BE IT FURTHER RESOLVED the Manager is directed to send to any homeowner who is more than thirty (30) days delinquent in the payment of regular or special assessments, or other charges authorized by the Association's governing documents (hereinafter referred to as "Assessments"), a written notice of the delinquent balance and a request for immediate payment; and

BE IT FURTHER RESOLVED the Manager is directed to forward any account which is ninety (90) days or more delinquent to the Association's attorney for appropriate collection action. The Association's attorney will be requested to send out appropriate collection letters demanding payment from the owner and thereafter file a lien against the delinquent owner's Unit. If payment is not made thereafter, the attorney will be requested to file suit for collection and/or foreclosure of the lien. The Manager shall assess all collection expenses, including attorneys' fees, to the delinquent Owner's account; and

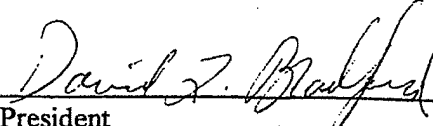
BE IT FURTHER RESOLVED the Manager is directed to consult with the Association's attorney and forward for collection any account where the owner files or is the subject of a petition for relief in bankruptcy or a lender has commenced any action for foreclosure of its lien against the unit; and

BE IT FURTHER RESOLVED the following policies shall apply to all delinquent accounts forwarded to the Association's attorney for collection:

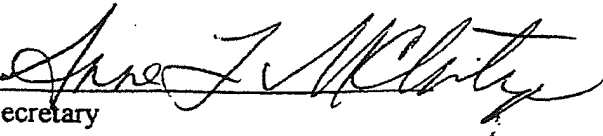
1. All contracts and contacts with a delinquent homeowner shall be handled through the Association's attorneys. Neither the Manager nor any Association officer or director shall discuss the collection of the account directly with a homeowner after it has been forwarded to the Association's attorneys unless one of the Association's attorneys is present or has consented to the contract or contact.
2. All sums collected on a delinquent account shall be remitted to the Association in care of the Association's attorneys until the account has been brought current.
3. All legal fees and costs incurred in the collection of a delinquent account shall be assessed against the delinquent unit owner and shall be collectable as an Assessment.
4. To the extent the Association's attorney, in his/her discretion, considers it to be appropriate in the circumstance, they are authorized to enter into an installment payment plan with the owner. Provided, however, any payment plan provides for a down payment of less than the greater of one third (1/3) of the delinquent balance or twice the current monthly assessment, or a duration in excess of six (6) months shall require the approval of the Board president.
5. If, at the expiration of the period specified in the Association's attorneys' demand letter, an account remains delinquent and without a payment plan, or in the event of a default under terms of the payment plan, the Association's attorneys are authorized to take such further action as they, in consultation with the Board president or Manager, believe to be in the best interest of the Association, including but not limited to:
 - a. Filing a lien against the delinquent Owner's Unit and/or filing suit for money due from the Owner(s);
 - b. Filing a proof of claim in bankruptcy;
 - c. Instituting a judicial action for foreclosure of the Association's lien;
 - d. After judgment is obtained, garnish rent, bank accounts or paychecks; and

BE IT FURTHER RESOLVED a copy of this resolution shall be sent to all homeowners at their last known addresses.

This resolution was adopted by the Board of Directors on 4/29, 1999 and shall be effective on 7-1-, 1999.


President

ATTEST:


Secretary

MCKENZIE LOFTS CONDOMINIUMS



MCKENZIE LOFTS CONDOMINIUMS OWNERS' ASSOCIATION Owner & Resident Information Form

Instructions

1. This form must be completed by all owners following closing any sale, mortgage, rental or lease of any residential or commercial unit (Bylaw 6.6), so that CMI will have accurate information for their records.
2. If you have questions about this form, please contact Joel McDonell, CMI Community Manager, at (503) 445-1211 (joelm@communitymgt.com) or Bobbi Kupfner, CMI Community Administrator, at (503) 445-1225 (bobbik@communitymgt.com)
3. After completing this form, mail to CMI, 2105 SE 9th Ave, Portland, OR 97214, Attn: Joel McDonell; Fax to (503) 233-8884; or email a scanned copy to joelm@communitymgt.com

Please type or print

PART A - Owner Information

Unit Number: _____ Owner Occupied: Yes, Full time Yes, Part-time

Not Owner Occupied Rental : Yes No

Include in Resident Directory, available to all Owners: Yes No

(The Resident Directory is posted on the CMI Website, which is available to all owners.)

Legal Owner Name(s): _____

Resident Name: _____ Resident Name: _____

Resident Name: _____ Resident Name: _____

Mailing Address: _____

Condo Unit Phone: No Yes Number: _____

Cell Phone/Name: _____ Number: _____

Cell Phone/Name: _____ Number: _____

Business Phone/Name: _____ Number: _____

Business Phone/Name: _____ Number: _____

Email/Name: _____ Address: _____

Email/Name: _____ Address: _____

PART B - Renter Information (Check Here, if Not Applicable)

1. Resident information must be submitted to CMI within 30 days of each new rental or lease agreement for any residential or commercial unit (Bylaw 6.6), so that CMI will have accurate information for their records.
2. Owners must provide copies of, and require their renter(s) to comply with, the Declaration, Bylaws and House Rules which includes completing an orientation and purchasing liability insurance.

Resident Name: _____ Resident Name: _____

Resident Name: _____ Resident Name: _____

Condo Unit Phone: No Yes Number: _____

Cell Phone/Name: _____ Number: _____

Cell Phone/Name: _____ Number: _____

Business Phone/Name: _____ Number: _____

Business Phone/Name: _____ Number: _____

Email/Name: _____ Address: _____

Email/Name: _____ Address: _____

Rental Property Management Company: Check here, if not applicable:

Rental Company Name: _____

Contact Name: _____ Contact Phone: _____

Please complete any of the Sections below that also apply to your Renter(s):

Part (C) Emergency Contact Information

Part (D) Vehicle Registration

Part (E) Fobs & Garage Remote Device Numbers

Part (F) Pets

PART C - Emergency Contact Information & Emergency Assistance Information

This information is for: Owner Renter

Part 1 - Emergency Contact Information (Other than a Resident)

Name: _____ Home Phone: No Yes Number: _____

Business Phone: _____ Cell Phone: _____

Email: _____ Release External Door Key: Yes No

Part 2 - Information for Residents Requiring Assistance During an Emergency Evacuation of the Building

Do any of the residents in your unit wish to be included on a list of residents who, due to a physical limitation, require assistance during an emergency evacuation of the building? No Yes (If yes, complete the information below)

Name: _____ Type of Disability: _____

Part 3 – Information for Residents with Pets Requiring Assistance During an Emergency Evacuation of the Building

In the event no residents are in your unit at the time of an emergency evacuation of the building, do you have any pets you would like to have removed from the building, if possible? No Yes (If yes, complete the information below)

Pet Name: _____ Type and Description of Pet: _____

Pet Behavior/Characteristics to be Aware of During an Emergency Evacuation: _____

Pet Name: _____ Type and Description of Pet: _____

Pet Behavior/Characteristics to be Aware of During an Emergency Evacuation: _____

Pet Name: _____ Breed and Description of Pet: _____

Pet Behavior/Characteristics to be Aware of During an Emergency Evacuation: _____

Please refer to page 7 of the "McKenzie Lofts Fire & Life Safety Emergency Operations Plan" included in Section 14 of your Resident's Manual for more information.

PART D - Vehicle Registration (Automobiles and/or Motorcycles)

This information is for: Owner Renter

_____	_____	_____	_____	_____	_____
Make	Model	Year	Make	Model	Year
_____	_____	_____	_____	_____	_____
License # and State		Color	License # and State		Color

PART E - Fob and Garage Remote Device IDs

This information is for: Owner Renter

Fob #1 ID: _____ Fob #2 ID: _____
Fob #3 ID: _____ Fob #4 ID: _____
Garage Remote #1 ID: _____ Garage Remote #2 ID: _____
Garage Remote #3 ID: _____ Garage Remote #4 ID: _____

PART F - Pets

This information is for: Owner Renter

Pet #1 Name: _____	Dog <input type="checkbox"/> Cat <input type="checkbox"/> Other (Description) _____
Breed: _____	Color _____ License # _____
Pet #2 Name: _____	Dog <input type="checkbox"/> Cat <input type="checkbox"/> Other (Description) _____
Breed: _____	Color _____ License # _____
Pet #3 Name: _____	Dog <input type="checkbox"/> Cat <input type="checkbox"/> Other (Description) _____
Breed: _____	Color _____ License # _____

PART G -Signature

Owner Renter

Signature _____ Date _____