

FLANDERS LOFTS CONDOMINIUM ASSOCIATION

Resolution No. 3

RULES, COMPLIANCE AND ENFORCEMENT PROCEDURES

WHEREAS Articles 3.7 of the Bylaws of the Association of Unit Owners of Flanders Lofts, A Condominium (hereafter the "Bylaws") charges the Board of Directors (hereafter the "Board") with the powers and duties necessary for the administration of the affairs of the Association, and

WHEREAS Article 3.7(m) of the Bylaws provides for enforcement by legal means of the provisions of the Oregon Condominium Act, the Declaration, these Bylaws and any rules and regulations adopted hereunder, and

WHEREAS Article 7 provides for the Use and Maintenance of Condominium property in the interests of all property holders and Article 7.6 provides for the Board to pursue the abatement and enjoining of violations to the Declaration, Bylaws or any rules or regulations adopted pursuant to these bylaws,

NOW, THEREFORE, BE IT RESOLVED THAT the following policy is hereby adopted by the Board in support of Article 7 of the Bylaws concerning the Maintenance and Use of Condominium Property with respect to both Units and to Common Elements and that:

The policy on "Rules, Compliance and Enforcement Procedures" (in addition to other powers listed under Article 7) are provided as a guide to Unit owners to assist in understanding several of the procedures and remedies available to the Association to preserve the investment and livability of Flanders Lofts, A Condominium. Unit owners are requested to comply with the Association's Rules both in their spirit and in their general application so that there will be no need for the Board to invoke the Compliance and Enforcement Procedures

The "Rules, Compliance and Enforcement" document lists a number of situations that may occur and identifies the sequence of procedures employed to gain compliance. Those occurrences not specifically addressed in the list will be handled in a manner that is consistent with the general application of the listed procedures.

In cases where a Complaint is filed requesting assistance from the Board, the individual making the complaint is responsible for contacting the offending party in an effort to remedy the situation. In cases of neighbor relations the Board will act as arbitrator according to the guidelines set out in the Declaration, Bylaws and supportive regulations.

Any complaint filed with the Board should also document the steps already taken to resolve the situation by the individual making the complaint.

In most cases the Board will make an effort to contact the Unit owner informing them of the compliance problem and offering recommendations to help resolve the situation. The contact will usually be in writing to the address listed with the Property Management Company of Flanders Lofts. IT IS THE OWNERS RESPONSIBILITY TO ENSURE THAT THE MANAGEMENT COMPANY HAS THEIR CORRECT ADDRESS. Notice will be considered given upon the date of certified / first class mailing of such whether or not the address is correct in the records. Some infractions of a more serious or immediate nature require no advance notice before the Board takes steps to remedy a situation or assess a fine.

In a situation where there is an immediate threat to health, safety or the environment, the Board may elect to rectify the situation immediately, without notice, and charge the Unit owner(s) for any costs incurred.

All complaints shall be put in writing and delivered to the Property Management Company.

Rules, Compliance and Enforcement Procedures:

1.0 ADDITIONS, ALTERATIONS AND IMPROVEMENTS

With respect to Units for work over \$500 cost and to the limited or general common elements the procedures outlined in policy Resolution 1 entitled (1) Maintenance and Repair of Units and (2)

Tenant Additions, Alterations and Improvements, should be adhered to. Failure to meet these guidelines will result in the Board taking action which may include but not be limited to the following:

Any fines that are imposed for failing to meet the guidelines may continue until the matter is resolved.

1.1 Planning Approval:

Plans for any work in/ on or impacting a general or limited common area or any work costing in excess of \$500 within a unit should be submitted to the Board for approval PRIOR to work being undertaken and, in compliance with Board requests, any permits and insurance information which may be involved should also be made available.

■ Commencement of construction without prior Board approval will result in:

■ A written demand to stop construction immediately (This may be posted on the property).

■ \$500 fine for first time offenders.

■ 1 week to submit plan application package to the Board (Architectural Committee).

■ \$100 daily fines after the first week if construction does not stop

- Administrative charges begin on the first day of the second week if construction does not stop.

- On day 10, if the matter is not in hand (i.e. Construction halted and plans to the Board) then the matter is referred to the Association's attorney for legal action.

- Repeat offenders are subject to a \$500 to \$1000 fine for each repeat offense.

1.2 Board approved conditions/ requirements not being met; non-approved architectural changes and revisions:

- A written request to produce required documents or dismantle at offending owner's expense.

- After one week of non-compliance a fine of \$100 to \$3000, sliding scale imposed (depending on violation). Administrative charges begin.

- After 10 days of non-compliance, daily fines of \$25.

- After 30 days of non-compliance the matter is referred to the Association's attorney for legal action.

1.3 Damage to Units owned by others or of

Common Elements by actions or by neglect
(this includes non-approved penetration of the
EIFS siding):

- Repair and replacements shall be required to be made or will be made at the expense of the offending unit owner.

- Failure to make reparation will be met with fines on a sliding scale of \$100 to \$3000 (depending upon violation).

- After 30 days non-compliance the matter will be referred to the Association's attorneys for legal action.

- All administrative costs shall be charged to the offending unit owner.

2.0 CONSTRUCTION ISSUES (IN PURSUANCE OF ARTICLE 7 OF THE BYLAWS AND RESOLUTION #1)

Construction must take place within the hours specified in Resolution 1 unless otherwise approved by the Board (i.e. Monday through Friday 9.00am to 5.00pm except when Federal holidays fall on a weekday). On receipt of a written complaint the Board will:

- Issue a written warning to a first time offender (This may be posted on the property).

- Repeated violation documented by two or more complainants will result in a \$100 to \$500 fine for every subsequent offense plus

administrative charges.

2.1 IMPROPER USE OF CONDOMINIUM PROPERTY FOR STORAGE OR CONVEYANCE OF CONSTRUCTION MATERIALS, (e.g. USING LOBBY, HALLWAY OR GARAGE AREA FOR STORAGE OR USING ELEVATOR FOR HEAVY AND DIRTY CONSTRUCTION MATERIALS)

■ On receipt of a written complaint the Board will issue a written warning to a first time offender.

■ Repeated violations documented by two or more complainants will result in a \$300 to \$1000 fine for every subsequent offense, plus administrative charges.

■ After 7 days of non-compliance the items may be removed from illegal storage at owner's expense and/or the matter will be referred to the Association's attorney for legal action.

■ Any damage/ cleaning necessitated by illegal storage or improper (careless) use of the lobby or elevator and all administrative charges will be assessed by the Board and charged to the offending owner.

2.2 MAINTAINING THE COMMON AREAS IN A CLEAN AND UNDAMAGED CONDITION ON A CONTINUAL BASIS

Failure to take reasonable care of condominium property and to keep the common areas in a clean and undamaged condition on a continual basis will result in:

- A letter of warning for first time offenders.

- Repeat offenders or failure to restore the common element to satisfactory condition will result in fines between \$50 to \$300 depending upon the violation and/ or action by the Board to restore satisfactory conditions at the unit owner's expense. (plus administrative charges).

- After 30 days of non-compliance, the matter will be handed over to the Association's attorneys for legal action.

2.3 USE OF GENERAL COMMON AREAS FOR CONSTRUCTION

- \$100 fine at time observed, without prior warning.

- Non-compliance after the first notice will be subject to a daily fine of \$50 plus administrative charges.

- After 3 days of non-compliance the Board may cause to have removed all materials from the area at the owner's expense .

2.4 USE OF ASSOCIATION UTILITIES FOR PRIVATE CONSTRUCTION

- \$100 fine at time observed, without prior warning.

- Sliding scale of fines \$100 to \$500 for repeat offenders.

- After 15 days of non-compliance the matter will be referred to the Association's attorneys for legal action.

2.5 USE OF GARAGE

Construction rigs should not be parked in the garage without express permission of the unit owner. In such cases the car model and license number should be given to the Property Management Company for security check. Notwithstanding there should be no obstruction caused by construction vehicles to access or free passage in and out of the Flanders Lofts garage.

- One day written notice to correct the problem (This may be posted on the vehicle).

- Non-compliance after the second day any offending vehicle(s) may be removed at the owner's expense, and/ or the matter will be referred to the Association's attorney for legal action.(If entry for other vehicles is blocked, the offending vehicle will be towed the first day).

2.6 USE OF DUMPSTERS

Dumpsters are for the exclusive use of Flanders residents and for the occupants of the adjoining property under the easement

agreement with 422 NW 8th. All Construction debris must be removed from the premises separately and at the cost of the unit owner.

- Three day written notice to correct the problem.

- Non-compliance after three days subject to \$25 to \$50 fine plus administrative charges for first offense.

- \$100 for repeat offenders.

- After one week the Board may cause to have any debris removed at the unit owner's expense.

2.7 SUPERVISION OF ON-SITE WORK AND SECURITY ISSUES

The unit owner is responsible in all respects for the conduct of contractors or any other persons entering the property to conduct work. All work should be supervised on site by either the unit owner or some responsible person designated by the owner. The name and contact number of the designated supervisor must be given to the Property Management Company and that person be available on site to ensure that conduct of work is carried out according to regulations and that the security of the building is not compromised by doors being left open to the street or unnecessary advertising of the entry codes.

- Prior to Construction the Unit owner must provide the name(s) and contact numbers of on-site supervisor(s).

- \$200 fine for non-compliance (including failure of designee to appear on-site).

- Repeat offenders \$300 to \$500 fines.

- After 7 days of non-compliance, a daily fine of \$50.

- After 10 days the Board may demand cessation of all work until proper supervision is supplied.

- For doors being left open to the street and unsupervised a fine of \$50 per event at time of observation and without prior warning.

2.8 MOVING OR CARRIAGE OF NON-CONSTRUCTION MATERIALS IN THE ELEVATOR AND COMMON AREAS

It is the responsibility of all unit owners to protect and care for the condition of the elevator and general common areas. When moving items that may scratch or damage surfaces all care should be taken to prevent such occurrences. The elevator floor and walls should be protected with suitable materials and no items in excess of the published weight limit should be transported. Unit owners moving in or out should give the Board (via the Property Management Company) prior written notice of dates and the name(s) of the Company/ Persons responsible for the move. Unit owners shall also pay a fee to the Association against any damage incurred of \$100 each for moving in and for moving out (agreement at time of closing). However, if damage has occurred the unit owner will be held responsible for all repair costs up to beyond the amount of deposit. Unit owners are responsible for any and all damage incurred by Removers or Contractors in their employ.

- Failure to comply with due care will result in a written warning and a fine of \$50 to \$300 for the first offense, depending upon the violation.

- Repeat offenders will receive fines on a sliding scale of \$300 to \$500 and/ or the Board will cause any damage to property to be repaired at the offending unit owner's expense.

2.9 OTHER CONSTRUCTION RELATED COMPLIANCE PROCEDURES

- One to seven days notice depending upon the nature of the problem.

- After two to seven days of non-compliance one time or daily fines imposed on a sliding scale depending upon the violation plus administrative charges.

- After 10 to 30 days of non-compliance the matter may be acted upon by the Board at the owner's expense and/ or the matter may be referred to the Association's attorney for legal action.

3.0 RESTRICTIONS AND REQUIREMENTS CONCERNING USE OF CONDOMINIUM PROPERTY

To maintain a respectful and reasonable living environment the Bylaws enjoin that use of units and common elements avoid unlawful or offensive activities and preserve the attractive appearance of the Condominium. To this end and pursuant to Article 7 the following

compliance issues will stand:

3.1 EXTERIOR APPEARANCE OF LIMITED COMMON AREAS, WINDOWS, DECKS AND OUTSIDE WALLS

Items in, on or attached to these areas which are visible from the street or from other units or common areas are subject to Board approval. Failure to gain prior approval of visible changes to the building's exterior will incur the following:

- Three days written notice to submit a prepared request to the Board or to remove the offending items.

- After 5 days of non-compliance, a daily fine of \$25.

- After 10 days of non-compliance the Board may cause the offending items to be removed at the owner's expense.

- Repeat violations will be subject to a rising scale of fines from \$25 per day to \$50 per day.

3.2 EXTERIOR LIGHTING OR NOISE MAKING DEVICES AND ANTENNAS

Except by consent of the Board, no exterior lighting or noise making devices shall be installed or maintained on any unit and no antennas or transmitting towers shall be affixed to the general or limited common areas.

- Three days notice to remove offending item or device.

- After 5 days of non-compliance, a daily fine of \$25.

- After 10 days of non-compliance the Board may cause the offending item/ device to be removed at the owner's expense and/ or refer the matter to the association's attorney for legal action.

- Repeat violations will be subject to a rising scale of fines from \$25 per day to \$50 per day.

3.3 OFFENSIVE ACTIVITIES

No offensive activities shall be carried on in any unit nor shall anything be done or placed upon any unit which interferes with or jeopardizes the enjoyment of other units or the common elements or which is a source of annoyance to residents. Such activities include unreasonable noise at unreasonable hours. This is a matter of neighborly respect and late parties are not in themselves a problem if they are occasional and neighbors are forewarned. Repeated late-night (after 11.00pm) activities creating a nuisance and disturbance (loud noise and visitor traffic in the common areas) will be subject to sanctions by the Board.

- After receiving two written complaints the Board will issue a written warning and try to assess the situation with respect to the level of noise/ nuisance and the frequency of disturbance.

- After three separate instances within a limited time span and written complaints from at least two different complainants the Board may impose a fine from \$100 to \$300 depending on the violation.

- Repeat instances after this stage will result in increased fines and/ or invocation of police or mediated assistance through local government.

- Non-compliance in payment of fines may, after 30 days, be referred to the Association's attorney for legal action.

3.4 DOMESTIC HOUSEHOLD PETS

Pets within the condominium are not permitted to run at large in the public areas. Any inconvenience, damage or unpleasantness caused by such pets is the responsibility of the owner and they shall be responsible for the removal of all wastes of their animal(s). No pet shall be permitted to create an unreasonable disturbance or noise.

- Owners will promptly remove any waste or repair any damage caused by their pets to limited and general common areas at their own expense. Failure to do so will receive a written notice from the Board and/ or removal or repairs undertaken by the Board and charged to the owner.

- Repeated offenses will be subject to fines on a sliding scale from \$25 to \$100.

- After receiving two written complaints from different unit owners concerning unreasonable

noise, the Board will issue a warning and try to assess the situation with respect to what is a reasonable (including possible provocation of the animal), level of noise and frequency of disturbance. If judged unreasonable or unprovoked, the owner will be given time to correct the problem by demonstrable means such as a training program or other methods.

■ After the agreed period, continued repeated offenses indicated by three or more written complaints from different unit owners within a limited time span the Board may levy a fine on a sliding scale from \$50 to \$200.

■ After continued complaints and a third notice from the Board, the owner may be required to remove a pet which demonstrates itself to be an incorrigible nuisance.

■ After 30 days, non payment of fines may be referred to the Association's attorney for legal action.

DEFINITIONS:

"Association" shall mean the association of Unit Owners of Flanders Lofts, A Condominium.

"Board" shall mean the Board of Directors of the Association.

"Bylaws" shall mean the Bylaws of the Association of Unit Owners of Flanders Lofts , A Condominium, as they may be amended from time to time.

"Declaration" shall mean the Declaration submitting Flanders lofts, A Condominium to Condominium ownership.

"General Common Element" shall mean the same as set forth in Article 5 of the Declaration.

"Limited Common Element" shall mean the same as set forth in Article 6 of the Declaration.

"Common Element" shall mean the same both Limited and General Common Elements

"Work" shall mean any repair, addition, alteration or improvement or act of maintenance conducted or undertaken by a unit owner on the unit owned by such owner or on a Common Element.

SUPPLEMENTAL INFORMATION TO COMPLIANCE ACTIONS:

1. "Administrative charges" relates to expenses incurred by the Association in pursuit of compliance. These may include but are not limited to, all Property Management Company surcharges in relation to the offense, legal costs, notices, collections, cost for outside expert advice where needed and for contract work, materials, equipment rental, removal and/ or disposal of materials or items, towing and storage, vehicle mileage, office services and supplies as well as other similar items and costs.

2. Collection of fines and reimbursement of costs will be handled through the Property Management Company and, where necessary, through the attorney for the Association.

3. "Legal action" typically leads to the matter being referred to the Association's attorney and resulting in correspondence, filing liens and notices, collections, filing court actions and pursuing other legal rights and remedies.

4. Repeat violations by the same builder/ contractor or unit owner, regardless of single or multiple locations and times, are subject to a) immediate fines without advance notice, b) administrative charges, and c) commencement of compliance procedures at this step of the process.

5. Removal, storage and disposal of equipment, materials and debris are the responsibility of the unit owner.

6. Unit owners should inform contractors and/ or renters of the Association's rules to help minimize problems and reduce the chances for fines and other actions required by the Board to seek compliance. The unit owner is ultimately responsible for all problems and their consequences. The unit owner must have language in their contracts that allows for passing along fines and other charges to those contractors who create problems.

7. Notification is based on all seven days of the week for making corrections and does not exclude weekends, holidays, absence or unavailability of the unit owner or their contractor or designated supervisor.

8. Under special circumstances, the Board may issue extensions or allow schedule variations.

9. The integrity of the Bylaws and Supplementary Rules and Regulations depends upon the Board attempting to be consistent in their application. Unit owners should not ignore the Rules and Regulations and expect to have consideration given to variations after the fact.

10. There can be extenuating circumstances where it would be reasonable for a unit owner to request a variation in time frames or activities that are covered by the Rules and Regulations. Communication must be made prior to any action on the part of the unit owner and in a timely manner to allow for due consideration.

Adopted 11/15/99, effective 11/16/99

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