

**THE LANDING CONDOMINIUM ASSOCIATION**

**RULES AND REGULATIONS**

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ADOPTED BY THE BOARD OF DIRECTORS  
AUGUST 9, 1989  
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**I. INTRODUCTION TO RULES AND REGULATIONS OF THE LANDING CONDOMINIUM ASSOCIATION AS ADOPTED BY THE BOARD OF DIRECTORS EFFECTIVE MAY 1989 (REVISED MARCH 2016)**

Condominium living places a large number of people in a relatively small amount of space. The result is that none of us can enjoy the same level of personal freedom we had when living in more conventional surroundings, particularly single family dwellings.

As a result, condominium living requires a great deal of respect for the needs and rights of our neighbors as well as formal rules and regulations. The unwritten "good neighbor" rules of common courtesy along with the formalized rules and regulations determine the high quality of living we expect in The Landing Condominiums. Please read the "Rules and Regulations" herein and be informed.

**II. SCOPE OF RULES & REGULATIONS**

**A. Application and Authority:** These Rules as presently adopted, subsequently amended or modified, apply not only to the owners and tenants of The Landing, but also to any of their children, temporary residents and guests. Each owner and tenant is responsible for making sure that his/her children and guests follow house rules.

These rules have been adopted by the Board of Directors in order to ensure the uniformity of rules and regulations pertaining to the entire Landing complex. Amendments to these rules may be enacted in accordance with the Declaration and Bylaws of the Condominium.

These rules supersede any implied or oral understanding.

In addition, 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 common elements as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the condominium property. Such action may be modified by vote of not less than seventy percent (70%) of the Unit Owners, in person or by proxy, at any meeting, the notice of which shall have stated that such modification or revocation of rules and regulations will be under consideration. A copy of the rules and regulations, upon adoption, and a copy of each amendment, modification or revocation thereof, shall be delivered promptly to each owner and shall be binding upon all Unit Owners and occupants of all units from the date of delivery.

The violation of any rule or regulation adopted pursuant to the Bylaws or the breach of any Bylaw or of any provision of the Declaration shall give the Board of Directors, acting on behalf of the Association, the right, in addition to any other rights set forth in the Bylaws:

1. to enter the unit in which or as to which such violation exists and to summarily abate and remove, at the expense of the defaulting owner, any structure, thing, or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed guilty of any manner of trespass; or
2. to enjoin, abate, or remedy such thing or condition by appropriate legal proceedings; or
3. to levy reasonable fines, after giving notice and an opportunity to be heard.

Any expense incurred by the Association in remedying the default, damage incurred by the Association or Unit Owners, or fines so levied shall be assessed against the offending unit as a common expense and enforced as provided in Article V of the Bylaws. In addition, any aggrieved Unit Owner may bring an action to recover damages or to enjoin, abate, or such thing or condition by appropriate legal proceedings.

**Johns Landing Restrictions:** Each Unit Owner while using his unit or the common elements shall be subject to the restrictions contained in Declaration of Covenants, Conditions and Restrictions for Johns Landing Commercial Areas, which shall be enforceable by the Board of Directors to the same extent as if expressly set forth herein.

**B. Responsibility of Owners and Tenants:** Owners should be aware that they are responsible for the actions of their tenants. This means that fines imposed for rules violations accrue against the Unit Owner not the tenant. Tenants are required to abide by the Condominium Rules, Declaration and Bylaws. It is the owner's responsibility to keep their tenants informed of all rules. Tenants can be asked to vacate for rules infractions.

The Landing is a condominium complex, not an apartment building, so the rules differ to what tenants may have experienced in a rental project. Owners should explain the rules and regulations to potential tenants and make sure they understand the obligations of complying with these rules and regulations prior to moving onto the project. Non-resident owners pass on their privileges to tenants. In doing so, they also pass on some of the responsibility of residency.

**C. Fines:** For violations which are subject to correction or abatement by the owner, a fine of \$150.00 shall be levied against a unit if the violation is not cleared within five (5) working days of mailing of a written notice, or as such other time period as may be agreed upon between the owner and the Managing Agent. Thereafter, an additional fine of \$25.00 per day shall be levied until the violation is corrected. For fines not subject to abatement or correction by the owner, a fine of \$150.00 per occurrence shall be levied. A warning notice may or may not be given for any such violation in the discretion of the Board and/or Managing Agent. If the fines are not paid in full within 30 days of their being levied, the Managing Agent may take all reasonable steps to collect the funds due in accordance with the Association's delinquent assessment collection policy.

An owner who receives a notice of violation but does not believe that a violation has been committed, is entitled to an opportunity for a hearing before the Board upon request. If an owner requests a hearing within five (5) business days of the mailing of a notice of violation, then the Managing Agent shall schedule a hearing before the Board at a reasonable time and date. If a hearing has been requested within the time allowed herein, no fine shall be levied until the owner has had an opportunity to be heard by the Board.

### **Procedure for Assessment of Violation**

1. The Board of Directors has authorized the Managing Agent to enforce the rules unless a particular provision indicates otherwise.
2. Violations of the rules will be reported to the Managing Agent in writing and signed by the

complainant. The Managing Agent will confirm the violation and act immediately to correct it. If correction becomes impossible, the Managing Agent will notify the Board of Directors.

3. The violation must be reported by a resident in writing, addressed to the Board of Directors, stating the date, time, resident's name and unit number and the nature of the violation. **IF** there is a rules infraction that needs immediate attention it should be reported to the Managing Agent who will take action to have the violation corrected without delay (for instance using the swimming pool after hours). In the latter event, the Managing Agent would write up the report providing details of the incident.

The violation will be reviewed by the Managing Agent and/or the Board of Directors, and the Unit Owner will be notified in writing if a fine is to be levied and/or if a correction or abatement of some condition is required. The owner will have an opportunity to present an explanation. In absence of a reasonable explanation, the fee will be assessed.

4. Owners who have received a notice of violation are entitled, per Section II. C. above, to request a hearing before the Board before any fine is assessed.

### **III. SALES, LEASE OR RENTAL OF UNITS**

**A. Leasing and Rental of Units:** All leases shall be by written agreement which shall provide that the terms of the lease shall be subject to the provisions of the Declaration, the Bylaws, and these Rules and Regulations. Any failure by the leasee to comply with terms of such documents shall be a default under the lease.

**A copy of the lease must be filed with Managing Agent within seven (7) days of occupancy. Failure to do so will result in a fine assessment as described in Section II.C.**

It shall be the responsibility of the owner to assure that a tenant knows and follows these Rules and Regulations, the Declaration and the Bylaws. Owners shall be responsible for their tenants including any damage they may do to the common elements.

**B. Unit Occupancy Information Sheet:** So that the Association, its Board of Directors and Managing Agent can better serve the residents of The Landing, each new resident, whether owner or tenant, is required to provide Managing Agent, within seven (7) days of moving into a unit, a unit occupancy information sheet. (see attached sample sheet).

**C. Providing Association Documents:** Owners will provide and review with tenants' copies of the following documents:

1. Declaration submitting The Landing Condominium to Oregon Unit Ownership law.
2. Bylaws of the Association of Unit Owners of The Landing Condominium.
3. Rules and Regulations for The Landing Condominiums.

Paper or electronic documents can be obtained at the Owner's expense by contacting the Managing Agent. The documents are also available on the Association website.

- D. **Signage:** Realtor Open House signs may be placed in common areas in the vicinity of the unit for sale. Real Estate or For Sale signs may be displayed in unit windows and visible to the public. The dimension allowed for a Realtor Open House sign is 24" x 24". The dimension allowed for a Real Estate or For Sale sign is 24" x 18".

#### IV. SECURITY AND SAFETY

##### A. **Security:**

1. **Responsibility:** All owners and tenants shall be responsible for their own and guests' safety and security.
2. **Callers - "A" Building Residents Only:** Do not buzz in any unknown caller. If you do not recognize the party go to the lobby door and ask for identification before allowing entry. If they say they are there to provide a service to a neighbor do not let them in unless you know that they are expected even if they have identification.
3. **Exterior Doors:** Be sure all exterior doors are closed, latched and locked after entering or exiting including the garage doors (watch until it closes to assure no one enters behind you.) Failure to do so will be subject to the Rules Enforcement Fees, Section II.C.
4. **Automobiles:** Keep your unit and automobile locked at all times, even when you are home. Most crimes are crimes of opportunity, if you make it easy, they will also.
5. **Emergency Number:** If you notice anything suspicious do not hesitate to call the police at 911 or the non-emergency number 503-823-3333.
6. **Reports:** All safety and security reports shall also be sent to the Managing Agent immediately.

##### B. **Safety:**

###### 1. **Vacant Units & Freeze Damage:**

a. In an attempt to mitigate freeze damage, owners are required to **maintain electricity to their units at all times.** A minimum temperature of 56°F must be maintained when exterior temperatures are 32°F or below. Owners who fail to comply with these rules will be held responsible for repairing damage caused by their neglect. In addition, insurance coverage may be jeopardized.

b. Owners who have hose bibs on their patio or balcony are responsible for winterizing so as to prevent freezing and water damage to other units. If not winterized, the owner will be responsible for repair for damages caused.

## V. USE OF COMMON AND LIMITED COMMON ELEMENTS

### A. STORAGE

1. Balconies and other areas visible to the outside must be kept neat and free from clutter: i.e., laundry, broken furniture, dead plants, empty boxes and bicycles. Outdoor grills, live plants, and outdoor furniture are permissible. No storage is permitted in carports. Firewood cannot be stored on decks or patios. Refer to Section V.G.
2. The Association assumes no liability for any loss or damage to articles stored in any common or other storage areas.
3. The Managing Agent has been authorized by the Board to abate any violation of this section after giving 30 days' notice to the offending party or posting notice in the event that the offending party is unknown, by removing, storing and disposing of property in a lawful manner.

### B. TRASH

In an attempt to better utilize the space of the containers so that additional expense will not have to be incurred for more pick-ups and maintenance, please follow these rules:

1. Place all trash inside the trash chutes. Please do not place any trash in the garbage room. Use the recycling bins for boxes, newspapers, glass and other recyclable items.

Failure to do so creates a maintenance problem and an added expense to the Association.

2. Place all trash in plastic bags and secure the end with the fasteners that are provided. This will cut down on maintenance, prevent garbage from being scattered around the bins and also cut down on flies and insects especially during the summer months. This also keeps the chutes free of food stains and odors.
3. Break down all boxes before depositing them in the recycling collection boxes on the ground floor. If boxes are placed inside the bins without breaking them down, they take up more room than necessary and the Association is paying for additional pick-ups of garbage or garbage spills creating a maintenance problem. **OWNERS**, it is your responsibility to inform your **TENANTS** about breaking down boxes when they move into your unit. Do not leave packing boxes in the common areas.
4. Do not leave tires, furniture or other such items in the trash areas. It is the responsibility of the individual owner to haul away these types of articles. The trash collection company will not remove these items without a directive from the Managing Agent as all extra hauling has to be paid for by the Association. It therefore creates an unfair burden on the homeowners to have to pay to haul away another owner's debris. The trash collection bins are meant to be used for normal household trash.
5. Kitty/bird/dog or other animal litter **MUST** be wrapped in a plastic bag and tightly secured before depositing into the garbage bins.



6. Garbage cans, household supplies, or other similar articles shall not be placed outside the confines of a unit, except as the Board of Directors shall prescribe.

7. No part of any unit or any part of the common elements shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. No garbage, trash or other waste shall be kept or maintained on any part of the property except in sanitary containers in the designated areas.

## **C. GENERAL USE AND MAINTENANCE**

### **1. Common Areas**

a. The term "Common Area" denotes those areas outside units that are jointly owned by all homeowners. Owners are required to keep the Limited Common Areas assigned to each individual owner (i.e. storage areas and decks) in a neat, clean and attractive condition. However, owners are not to perform any maintenance, modification, repair or replacement of these building components.

b. Any common sidewalks, driveways, entrances, or passageways should not be obstructed or used by any unit resident for any other purpose than entrance to and departure from the units.

c. The common elements shall be used for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of the units. The use, operation and maintenance of the common elements shall not be obstructed, damaged or unreasonably interfered with by any Unit Owner.

**2. Lobby Decorations/Improvements** - When an owner wants to make improvements or add decorations to the common lobbies in the 'A' buildings the following guidelines will apply:

a. All owners who share a lobby or landing must be consulted and agree to all improvements or decorations. If they cannot agree, the lobby will remain as is.

b. If the Unit Owners involved do agree, they shall submit their request for the improvements/changes in writing to the Board of Directors outlining what it is they want to do, that they have agreed to it and all owners sharing the landing/lobby must sign the letter.

c. The Board will review the request and notify the owners of their decision.

**3. Plants in Common Areas** - If a resident has any plant materials in lobbies or breezeway it is their responsibility to maintain the plants and to do so in such a way no damage is done to the common areas. If the common areas are damaged i.e., overwatering, over fertilizing, etc. the resident will be responsible to pay all expenses incurred by the Association to make needed repairs.

**D. ALTERATIONS AND ADDITIONS**

1. No Unit Owner shall cause or permit anything (including, without limitation, a sign, awning, canopy, shutter, HVAC conduit, natural gas lines, storm door or screen door) to be displayed or otherwise affixed to or placed on doors or exterior walls without the prior written consent of the Board of Directors. Decorative swags or wreaths are permitted if they are attached in a manner which would not damage the doors or exterior walls.
2. Nothing shall be done in any unit or in, on or to the common elements which will impair the structural integrity of the buildings or any part thereof or which would structurally change the building or any part thereof except as is otherwise provided herein.
3. Except with the consent of the Board of Directors of the Association, no exterior lighting (with the exception of holiday lighting, see Section V.F.) or noise-making device shall be installed or maintained on any unit.

**NOTE:** Owners are reminded that any alterations to the common elements including doors and windows require the approval of the Board of Directors. **PLEASE ENSURE** you have the correct authority before making any additions or alterations.

Again, if in doubt, please contact the Managing Agent. They will be happy to answer your questions.

**E. PETS**

1. No animal or fowl shall be raised, kept or permitted within the condominium or any part thereof, except domestic dogs, cats, or other household pets kept within the unit.
2. No such dogs, cats or pets shall be permitted to run at large nor kept or bred for commercial purposes. Any damage and noise caused by such pets shall be the responsibility of the respective owner thereof. All pets must be kept on a leash in hand while outside of a unit.

**NOTE:** CATS as well as DOGS must conform to the City of Portland's leash laws. A cat or dog may not be outside the confines of your unit without a leash in hand.

3. Owners are expected to control any domestic pet that makes frequent or continuous sounds which unreasonably disturb or interfere with the peace, comfort, and repose of other owners. If necessary, owners should temporarily remove any such pet from the community. Failure to respond to complaints will result in a Rules Enforcement Fee (see Section II.C.)
4. Any damage caused by a pet to the building, grounds, walkways or any part of the common elements, limited common elements, or the condominium shall be the full responsibility of each owner of such pet. In the event the damage is caused by a tenant's pet, the Unit Owner shall be held responsible. Any damages caused by cleaning, chemicals or other such materials used in an attempt to remedy such damage shall also be the responsibility of said pet owner (or Unit Owner as specified above), who shall pay the full cost of restitution or removal or replacement of such damaged items.

5. A Unit 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 within the condominiums.
6. All pets should be registered and inoculated as required by local law.
7. All pet trash (sand, litter paper, etc.) shall be wrapped and disposed of with extra care. See Section V.B5. All pet owners shall be required to curb their pet, i.e. remove all solid waste from the common areas and refrain from allowing pets to enter landscaped beds. Failure to do so will result in a Rules Enforcement Fee (see Section II.C.)
8. Financial and all other responsibility for any personal injury or personal property damage caused to any Unit Owner, occupant, guest or employee of the building or to any member of the public shall be solely that of the pet owner, who shall indemnify and hold harmless all others therefrom.
9. All pets must be registered with the Managing Agent by filing a pet registration form (see attached sample form).

**F. DECKS AND WINDOWS**

1. Only outdoor furniture, grills and potted live plants appropriate to decks may be used thereon. Storage of other items on balconies or patios shall be regulated by the Board of Directors.
2. The watering of plants and sweeping and mopping of decks and adjacent areas shall be accomplished in a manner which will not create a nuisance to persons residing in lower or adjacent units or to persons on the ground of the premises. Articles shall not be thrown off the decks. Containers shall be placed under all pots as to avoid the dripping of water therefrom.
3. In order to preserve the attractive appearance of the condominium complex, the Board of Directors of the Association regulates the nature of items which may be placed in or on windows, terraces, decks, porches, entryway, entry landings, carports, and the outside walls so as to be visible from other units, the common elements or outside the condominium. No items, including clothes, shall be hung on any deck or from any deck railing for any purpose whatsoever. Clothing or laundry shall not be hung in doorways or windows in such a manner as to be in view of persons outside of the buildings. No tents are allowed on decks. Holiday lights may be displayed on balcony railings from the weekend after Thanksgiving to the weekend after New Year's.
4. The Association's Declarations and Bylaws require that **any** alterations or improvements on the exterior of a unit, whether it be a Common or Limited Common Area be approved by the Board of Directors.

**Therefore, the Board of Directors of the Landing Condominium Association has adopted the following policy:**

a. A Unit Owner wishing to make any alterations or improvements to their decks must submit their request in writing to the Board of Directors along with specifications, drawings and the identity, CCB license number and insurance coverage information for the contractor who is to perform the work. **This shall include, but not be limited to, solariums, landscaping (i.e. planters, planter boxes, etc.), doors, windows, decorative features, HVAC units and conduit, etc.** The Board of Directors will review the request and respond to the Unit Owner's request in writing. Any expense incurred by the Association in researching the request will be at the expense of the Unit Owner who is making the request, including, but not limited to, the expense of retaining professional assistance in evaluating the request. Pursuant to ORS 100.405(10), the Board will require any owner who is allowed to make an exterior modification of any type or kind to record a permit in the deed records of Multnomah County.

b. If a Unit Owner has a solarium and/or otherwise has enclosed what was designed as deck space, turning it into a living space with the approval of the Board, the Unit Owner is responsible for any expense incurred for the maintenance, repair and replacement of the alteration/improvement, as well as for any damages incurred to the alteration/improvement or the interior of their unit regardless of the cause of the damage, as these areas were designed for exterior use not for interior use. In other words, if a Unit Owner extends their living space out into the deck area the Unit Owner becomes financially responsible for the exterior and interior of that space.

c. Nothing on the deck shall be attached to or penetrate any of the Limited Common Areas or the Common Areas (i.e. planters, shelves, benches, decorative plaques and pictures, etc.).

d. With adequate notice from the Association, it shall be the Unit Owner's responsibility to remove any alterations/improvements, when necessary, for normal maintenance and/or emergency repairs. If it is an emergency repair and there is not enough time and/or the Unit Owner is unavailable, the alteration/improvement will be moved by the Association at the Unit Owner's expense.

e. If Unit Owners wish to install any landscaping or plant materials to their deck they must comply with the requirements included within the Rules and Regulations governing alterations/improvements and the following:

- All dirt, plants, shrubs and trees must be contained in a container that includes a moisture pan to prevent water from draining directly onto any Limited Common Area or Common Area.

- The containers, including the dirt and plant materials, shall not weigh in excess of 100 pounds, unless the containers are constructed on rollers allowing easy movement when maintenance or repairs to the Limited Common Area or Common Areas are required. In no instance shall a planter weigh more than 250 pounds.

- Planters cannot be built in place or attached to the floors or walls in any manner.

- Planters cannot obstruct the drainage within any Limited Common Area or Common Area.
- Each Unit Owner is responsible for keeping their deck drain free and clear of any blockage or debris.
- No planters can be placed on the railing or balcony wall top or exterior edge.
- There must be at least a three inch gap between any planters, plant/shrub or tree and the balcony exterior wall to prevent algae and moss build up on the wall cap and exterior of the wall.
- No plant material shall be allowed to grow onto any Limited Common Area or Common Area.
- When the Association has to do maintenance and repairs to the Limited Common Area or Common Area it is the Unit Owner's responsibility and expense to move all planters and/or landscaping out of the area in which the work will be done. If they do not, after proper and adequate notice, the Association will have it done at the Unit Owner's expense.

g. Windows and Doors. Owners are responsible for maintaining, repairing and replacing all exterior windows and doors at their unit. Owners and their contractors are required to install, flash and waterproof windows and doors in full compliance with the standards published by the American Architectural Manufacturers Association (AAMA) and the window or door manufacturer. Any damage to the common element walls or other components caused by improper installation of doors and windows will be assessed to the unit owner who caused the work to be performed.

**G. FIREPLACES AND WOOD STORAGE**

1. The cleaning of the fireplaces is a responsibility of each owner whose unit has a fireplace.
2. Wood for use in fireplaces should be stored in the owner's storage closet. Wood may not be stored on open terraces or decks, in parking stalls, common elements, walkways or any other common area.

**H. INSURANCE**

1. Nothing shall be done or kept in any unit or the common elements which will increase the rate of insurance on the building or contents thereof beyond what is customarily applicable for residential use, without the prior written consent of the Board of Directors. No Unit Owner shall permit anything to be done or kept in his unit or in the common elements which will result in the cancellation of insurance on any building, or the contents thereof, or which would be in violation of any law or regulation of any governmental authority.

2. The Managing Agent, Board of Directors or the Association shall not be held responsible for personal property nor deliveries left in common areas and facilities or any other places on the premises; nor for any article left with an employee.

**INSURANCE REMINDER: The Association's insurance policy does not cover the contents of your unit or personal liability.** You should have a Condominium Unit Owner's Insurance Policy. If you do not have this insurance, we strongly urge you to contact your insurance agent without delay.

## **I. LANDSCAPING**

1. DO NOT PLANT ANYTHING IN THE COMMON AREAS. While everyone appreciates the individual contributions of Unit Owners in brightening up the project with flowers, shrubs, etc., we do want to maintain a well-planned appearance. All Unit Owner planting shall be limited to containers on decks and entryways.

## **J. WHO FIXES WHAT AND WHO PAYS FOR IT**

The Association is responsible for repairs and maintenance of all common areas outside of the units as well as the undecorated and/or unfinished surfaces of the perimeter wall, floors and ceilings surrounding the unit. The Association is also responsible for pipes, wires, conduits or other public utility lines running through your unit which are utilized for, or serve, more than one unit and for the damage they may cause. Call the Managing Agent Office for these kinds of repairs.

The Association is not responsible for the installation, maintenance, and repair of natural gas lines to individual units in the 'A' building. This is the responsibility of the Owner of the unit. Installation and repair of natural gas lines requires the approval of the Board of Directors.

The Unit Owner is responsible for repairs and maintenance to the interior walls and partitions in their unit and the inner decorated perimeter walls, floors, ceilings, and for internal installations of the unit such as water faucets, light fixtures, fireplaces, toilets, telephones, heating, ventilating and air conditioning (HVAC) units, garbage disposal, doors, windows, lamps and all other accessories belonging to the unit.

All service requests to Managing Agent for repairs and maintenance that are not the Association's responsibility will be billed to the party placing the order. If you rent, it is wise to clarify with your tenant where the responsibility lies before placing such an order.

## **K. SWIMMING POOL AND SPA**

The Landing Condominiums' Pool and Spa rules are to create and maintain a safe, sanitary, and enjoyable environment for all residents and their accompanied guests. These rules are in compliance with the State of Oregon Health Authority Administrative Rules, Chapter 333-Divisions Chapters 060 through 062. It is incumbent upon all residents to ensure that these rules, and their intent, are followed.

1. All persons are required to take a cleansing shower. Shower your child and yourself before entering the pool and spa, and after using the toilet.
2. Consult your physician before using the spa if you are: elderly, pregnant, taking prescription medications, or suffering from diabetes, heart disease, or high blood pressure.
3. Swim at your own risk. No swimming alone. Bring a friend.
4. No person should spend more than 15 minutes in the spa per session.
5. Non-swimmers and children under 14 years of age must have a responsible, resident adult (18 years or older) supervision.
6. No diving. No running, pushing, shoving, rough play, boisterous or loud conduct. No offensive language.
7. Radios, stereos or other sound producing devices are prohibited unless used with earphones. Cell phone conversations should be limited, respecting fellow residents.
8. Protect our water. Do not use the pool/spa if you have had diarrhea in the past two weeks or have a communicable disease transmissible via water.
9. Swimmers not toilet trained must wear swim diapers.
10. No animals allowed in the pool/spa facility.
11. Immune compromised individuals should use caution when using the pool facility.
12. No person under the influence of alcohol or drugs may use the pool/spa facilities. No smoking of any kind.
13. Food and beverage are allowed in the designated area, north of the pillars. No food or beverages are allowed in the pool/spa, or near their edges to prevent chance of water contamination
14. All beverages must be in unmarked, unbreakable containers. No glass or plastic that will shatter.
15. Residents must access the pool facility using keys. No fence jumping.
16. Guests must be accompanied by a resident adult. No more than six guests per condominium unit.
17. This is a shared facility. No individual, or group, may reserve or dominate any part of the facility for their exclusive use.

18. The pool and spa hours are from 6:30 a.m. to 10:00 p.m.

All residents and their accompanied guests must conduct themselves in a manner conducive to the well-being and enjoyment of all. Failure to comply with any of the above rules, or their intent, will subject the violator(s) to a \$150.00 Rules Enforcement Fee per occurrence. Repeated violations may result in the possible withdrawal of pool/ spa privileges.

## **L. CONTRACTOR/SERVICE REGULATIONS**

### **Refundable Deposit**

1. A Unit Owner will submit a refundable deposit of \$500 - \$1,000 prior to construction. This deposit will be returned in full upon the satisfactory completion of the project less any fines issued or damage requiring repairs.

### **Time Line**

1. A Unit Owner will have one hundred twenty (120) days from the date the contractor begins the project. The Unit Owner must comply with all the requirements of the Association and a copy of the permit and a certificate of liability must be filed for each contractor with the Association prior to construction starting.

2. The time to complete the project can be extended an additional thirty (30) days under special conditions if approved by the Managing Agent prior to the expiration of the initial one hundred twenty (120) days.

3. Contractors are not allowed to use the facilities in the pool area.

4. A Unit Owner will be fined one hundred fifty (\$150.00) dollars for each day they go beyond the initial one hundred twenty (120) days or if a thirty (30) day extension is granted for each day thereafter that construction has not been completed.

### **Building Security**

1. The Unit Owner having the construction done is responsible to provide secure building access to their Contractor.

2. If keys are given to the Contractor, the Unit Owner assumes the liability for such action. If the keys are lost or stolen the Unit Owner may be required to cover the cost of the Association to re-key all common area doors associated with that key.

3. No common area doors shall be left unlocked, propped open or the lock disabled in any way. After one warning per construction job, a fine of \$150.00 dollars-will be levied against the Unit Owner for each time a violation is discovered. *(Note this particular rule has been added to the general rules and regulations as well so that any owner who violates this rule at any time may be fined).*



## **Protecting Common Areas**

1. All common area floors, walls, ceilings, doors, etc. must be protected from damage whenever the Unit Owner's contractor is moving materials, equipment, etc. in or out of the unit.
2. When construction equipment and/or materials are to be transported by elevator the Owner must protect the floor coverings, hang pads to protect the walls and not damage the elevator doorframes or ceiling.
3. After a written warning per construction job, a \$150.00 fine per instance will be levied against the Unit Owner each time their contractor is discovered not properly protecting the common areas and/or damage is done to the common areas.
4. The Association shall repair any damage to the common areas. The expense will be assessed to the Unit Owner.
5. The Unit Owner is responsible to see to it that the common areas are cleaned and returned to their normal condition by the end of each working day. After a written warning per construction job, the Association will assess a \$150.00 cleaning fee against the Unit Owner each time the Association has to clean their Contractor's mess in the common areas.

## **Dump Box**

1. A Unit Owner's Contractor is allowed to have one dump box at a location approved by Managing Agent, prior to it being placed, for thirty (30) days. A \$150.00 fine will be assessed against the Unit Owner for each day beyond the thirty (30) days.

## **Vehicle Parking**

1. No more than four (4) contractor vehicles per project can be parked at the Landing Condominiums at any one time and only in designated guest parking areas. It is first come first served.
2. Vehicles must have a permit issued by the Managing Agent in the approved location prior to parking.
3. After one written warning per project, a \$150.00 fine per occurrence will be issued against the Unit Owner for each vehicle over the allotted number or that does not have a visible permit.
4. Note: These rules apply to the general contractor and all their sub-contractors.

## **General Regulations**

1. The Unit Owner having the work done is responsible to see that all contractors and service

people follow these regulations. The Unit Owner is also required to provide a completed remodeling/improvements (see attached sample form) form and a certificate of liability made out to Landing Condominiums at least one (1) week in advance to the Managing Agent. Copies of the form can be provided as well as extra sets of these regulations by calling Managing Agent.

2. Contractors/service people can avoid problems by contacting the Managing Agent who will then schedule a project orientation.

3. Working Hours: 8:00 a.m. to 5:00 p.m., Monday through Friday. No work creating a disturbance to the common areas or noise is allowed on weekends unless it's of an emergency nature.

4. Contractors/service people, when moving their equipment and materials, etc. shall not prop open or unlock any entry doors.

5. If delivery of materials and/or equipment necessitates the extended use of the elevator it must be scheduled at least 24 hours in advance with the Managing Agent.

6. Contractors/service people can park their vehicles in the loading zones only while actually loading or unloading. Parking during the balance of work is in the guest parking areas only on a first come first serve basis.

7. For all equipment and materials which must be delivered via the elevators the owner or contractor must ensure they are padded and protected.

8. Contractors/service people are required to clean all common areas (i.e., elevators, breezeways, foyers, stairwells, landings, etc.) of trash, dirt, dust, etc. caused by their work. This shall be done as needed, but no less than once a day to be completed no later than 5:00 p.m.

9. Contractors/service people are expected to remove all their work debris from the property (i.e., sheet rock, carpet, etc.) providing their own dump box if necessary. (The Managing Agent should be contacted as to its location.) No debris other than dirt or sawdust is to be placed in the garbage chute and then only if placed in a tied plastic bag.

10. Power equipment cannot be used in the breezeways or foyers nor can materials be stored in the breezeways or foyers. All cutting, sawing, materials, etc. are to be used or stored inside the unit.

11. If the work to be performed requires modification to the plumbing, electrical or structural integrity of the unit, the contractor/service people are required to contact the Managing Agent for approval.

12. The contractor/service people are to provide for first aid and safe working conditions. They are to provide all tools necessary as the Association will not loan out tools or equipment.

13. The Unit Owner is responsible for the expenses incurred by the Association to repair any damages caused by the contractors/service people and/or Association expenses associated with the work.

14. Any expenses incurred by the Association for non-compliance with these regulations will be charged to the Unit Owner for whom the contractor is working.

**M. MISCELLANEOUS**

1. No noxious or 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. Unit occupants shall exercise extreme care not to make noises which may disturb other unit occupants, including the use of musical instruments, radios, televisions, and amplifiers. No unlawful use shall be made of the condominium nor any part thereof, and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed.

2. No Unit Owner shall conduct or permit noise created by pets, the noisy use of any musical instrument, operation of radio, operation of television or operation of amplifier or loud speaker, in a manner which disturbs the owner or occupant of any other unit.

3. No clothes, sheets, blankets, laundry, tents of any kind or other articles shall be hung out or exposed on any part of the common elements, in such a manner as to be visible except from the unit for which such common element is reserved. The common elements shall be kept free and clear of all rubbish, debris, and other unsightly materials.

4. Except in a designated area, in such manner as not to be visible except from the unit for which such area is reserved, or (subject to the rules) on driveways or in other areas specifically designed and intended for such purpose there shall be no playing, lounging, or parking or placing of baby carriages, playpens, bicycles, wagons, toys, vehicles, benches or chairs in or on any part of the common elements.

5. No commercial activities of any kind shall be carried on in any unit or in any other portion of the condominium without the consent of the Board of Directors of the Association or Managing Agent, except activities relating to the rental or sale of units. VRBO'S (Vacation Rentals by Owner) and Airbnb are considered commercial activities and are prohibited. This provision, however, shall not be construed so as to prevent or prohibit a Unit Owner from maintaining his professional library, keeping his personal professional telephone calls, or conferring with business or professional associates, clients, or customers, in his unit.

6. Draperies, curtains or blinds must be installed by each Unit Owner on all windows of his or her unit and must be maintained in said windows at all times. The color portion of said draperies blinds or curtains visible from the exterior shall be off-white. If you desire any other color draperies, blinds or curtains other than off-white you must obtain written approval from the Board of Directors.

7. No Unit Owner may install awnings, air-conditioning or other projections to his unit without first obtaining the written consent of the Board of Directors, and an easement for installation of the unit in the common elements.

8. No Unit Owner shall bring onto or store within a unit or any part of the common elements any explosives or flammable substances, including, but not limited to gasoline, mineral spirits, paint thinner, gun powder, kerosene, naphtha, benzene, explosives, fire pits or other open flames/fires on decks or articles deemed especially hazardous to persons or property.
9. All Landing Condominium common areas are smoke free. This includes smoking of any kind. Smoking materials should not be thrown from any window, balcony or patio.
10. No employee or contractor hired by the Board of Directors on behalf of the Association shall be asked to provide services to individual Unit Owners that are not the responsibility of the Association.
11. Maintenance personnel, assigned to The Landing, the Board of Directors and the Managing Agent shall not be asked to do work within a unit, except in an emergency which endangers other units, the safety of residents, guests, or the common or limited common elements and facilities that is the Unit Owner's responsibility.
12. Water beds and hot tubs may not be placed in any unit, except when prior written consent is given, the Unit Owner shall be responsible for all damages to any unit or the common elements which might be caused by a water bed or hot tub.
13. Owners, tenants, guests and invitees are prohibited from interfering with the work of any contractor or other vendor performing work at the Landing Condominium property at the direction of the Board or the Association's Managing Agent. A fine in the amount of \$500.00 or the Association's actual costs incurred due to the interference will be imposed against the Unit Owners for violations committed by their tenants, guests or invitees. No first notice or warning will be given before a fine is imposed for violations of this rule. Owners may contest the validity of any fine imposed and seek a hearing before the Board of Directors.

## VI. VEHICLES

### A. OWNER/RESIDENT PARKING

1. Other than your own car, parked in your own numbered space, parking in numbered spaces will be allowed only with the permission of the owner of that space. Cars parked in numbered spaces without permission may be towed at the discretion of the owner of that space.
2. "B" Building Parking: Visitor spaces at both "B" buildings will be available for use by guests on a first-come, first-serve basis. Guest parking is intended for limited parking with no overnight or long term parking being allowed without first securing permission from the Managing Agent. **Residents may not park in guest spaces at any time.** In order to enforce this rule, the Board has instructed the Managing Agent to tag cars belonging to any resident if the vehicle is parked in a space marked for guest parking. The first tag will be a courtesy notice, second will be a warning of tow, and the third, offender's car will be towed.
3. Plaza Area "A" Building Parking: We must keep the areas immediately in front of the

entrances to the lobbies in "A" building clear at all times. This area is not only to be used for persons entering or exiting the building but is used by emergency agencies such as the Fire Department. If residents or their guests park in these areas and block access, the owner of the vehicle as well as The Landing Association is subject to a fine in the event an emergency vehicle is denied access. PLEASE THEREFORE BE INFORMED THAT YOU MAY NOT PARK IN FRONT OF THE ACCESS TO THE LOBBIES IN THE "A" BUILDING. Residents are responsible for advising their guests as to the parking regulations at The Landing. VEHICLES PARKED IN FRONT OF THE ENTRANCE TO "A" BUILDING ARE SUBJECT TO TOW.

This means that you may only drive up to load or unload passengers - you may not park your car and leave it unattended even for short periods of time. Please be considerate to our other residents by not blocking easy access to the buildings.

4. Owners must utilize their own assigned space for parking of their vehicles(s). The plaza area ("A" Building) is intended for limited parking of guests and residents, with no overnight or long-term parking being allowed without the resident first securing permission from the Managing Agent. Violators will be given notice following same procedures as Section 2 above.

What this means is - residents cannot use the plaza area for parking their personal vehicle for more than one and one half (1½) hours. - No overnight or long-term parking!

5. General: There will be no parking in areas marked "No Parking" or "Fire Lane" or red curb areas and areas not specifically marked as a parking space. Cars in these areas will be towed upon the first violation. The only persons authorized to call for a tow truck in these cases will be a member of the Board of Directors or the Managing Agent.

6. **The speed limit within The Landing will be 5 MPH.** If you observe a car exceeding this limit or driving recklessly within the complex, record the license number and the date and time of the violation. Send this information to the Managing Agent. Be sure to include your name and unit number in the letter. A letter will be sent to the registered owner advising them of our regulations, and requesting that they follow our regulations while within The Landing. Repeated violations will be dealt with by stronger action, up to restricting the vehicle from Association property. The safety of the residents is of utmost importance.

7. All vehicles must be operable and currently licensed at all times. No disabled vehicles may be parked in the parking lot beyond a three (3) day period.

8. **BACK-IN PARKING IS PROHIBITED IN THE "B" BUILDING.** Damage has resulted from bumpers and exhaust systems when owners back cars into "B" building parking spaces. The black exhaust marks on walls are unsightly. Vehicles that violate this rule will be tagged and a Rules Enforcement Fee will be levied see Section II. C.

9. Residents should also be aware that they may not park in such a manner so as to block access to the garages in "B" buildings or other open-parking areas. RESIDENTS AND THEIR GUESTS MAY PARK IN DESIGNATED AREAS ONLY. VEHICLES PARKED IN ANY OTHER PORTION OF THE COMMON ELEMENTS THAT IS NOT CLEARLY DESIGNATED AS A PARKING SPACE WILL BE TOWED AWAY AT THE OWNER'S EXPENSE.

10. **A REMINDER** - parking is available after 5:30 p.m. in the lot across from the "B" Buildings - so long as you remove your car before 7:30 a.m. You may also use this area for weekend parking - but remember you cannot park there between the hours of 7:30 a.m. and 5:30 p.m. Monday - Friday.

**B. GUEST PARKING:** All vehicular parking facilities, other than the assigned parking spaces shall be general common elements, the use of which shall be subject to rules and regulations adopted by the Board of Directors of the Association.

1. No vehicles of any type shall be parked in the driveways, fire lanes, etc., of the guest parking area.

2. Guest parking permits are required as follows:  
All guests visiting a resident for twenty four (24) hours or more are required to obtain a guest parking permit which will be issued and regulated by the Managing Agent. A guest parking permit can be voided at the Managing Agent's discretion.

3. No guest parking permits will be issued if the owner of the unit has an empty resident garage space available that their guest could park in.

4. Guest parking permits are to be hung from the rearview mirror, facing the windshield, so that it can be read from outside the car.

5. Guest parking areas will be inspected for violations by Managing Agent representatives on a roving basis.

**C. VEHICLE REPAIRS**

1. Any type of mechanical car maintenance at the project is strictly prohibited.

2. All automobiles which leak fluids must be repaired immediately or they will be towed at the owner's expense.

3. Absolutely no flammable liquids are to be stored on The Landing property.

**D. RECREATIONAL VEHICLES**

1. Except with the consent of the Board of Directors of the Association or Managing Agent, no trailer, truck camper, boat or boat trailer, or other recreational vehicles shall be parked on any portion of the condominiums for longer than one and one half (1½) hours to aid in loading and unloading said vehicle of provisions only.

**E. BICYCLES, MOPEDS AND MOTORCYCLES**

1. Bicycles should be stored in the provide bicycle racks, bike room or inside the owner's

unit. Contact the Managing Agent for access to the bike room.

2. Motorcycles and mopeds may be parked at The Landing as long as it is kept in the parking space assigned to your unit and is the only vehicle parked in the parking space.

## **VII. ADMINISTRATIVE**

### **A. MAINTENANCE FEES**

1. Maintenance fee payments are due and payable on the **FIRST** of each month and will be considered delinquent if not received in the offices of the Managing Agent by the 10th of the month. A late fee of \$25.00 will be levied against the Unit Owner for accounts past due as of the 11th of each month. This late fee will be treated in the same manner as a special assessment and/or maintenance fees and will be collectible through procedures established by the Board.

2. Owners will be given written notice of past due accounts. If accounts remain unpaid for a period of thirty (30) days, a Notice of Lien will be given. If the account is not brought current within sixty (60) days of **the first due date**, a Lien will be filed against the Unit Owner for nonpayment of maintenance fees and/or late fees and/or special assessments and/or fines. Owners will be responsible for costs incurred in connection with filing liens, judgements and/or foreclosures, including but, not limited to, filing fees, recording costs, lien preparation, interest, attorneys and court costs. These costs will be treated as special assessments against the unit and must be paid prior to a Lien being removed.

# The Landing Condominium Association

## OWNER INFORMATION FORM

Return to: CMI 2105 SE 9<sup>th</sup> Avenue Portland, OR 97214 Attn: Nancy La Voie  
Phone – (503)-233-0300 Fax – (503)-233-8884 NancyL@communitymgt.com

### OWNER INFORMATION

Unit # \_\_\_\_\_ Owner Occupied?  Yes  No Include in a Resident Directory?  Yes  No  
Owner name(s): \_\_\_\_\_  
Other occupants: \_\_\_\_\_  
Mailing address: \_\_\_\_\_  
Home phone: \_\_\_\_\_ Work phone: \_\_\_\_\_  
Cell: \_\_\_\_\_ Alternate cell: \_\_\_\_\_  
Email: \_\_\_\_\_ Alternate email: \_\_\_\_\_

### EMERGENCY CONTACT INFORMATION

(Other than occupant)

Name: \_\_\_\_\_ Home Phone: \_\_\_\_\_  
Work Phone: \_\_\_\_\_ Cell: \_\_\_\_\_  
Email: \_\_\_\_\_ Does contact have key? :  Yes  No

### TENANT INFORMATION (IF RENTED)

Note: Owners are responsible for insuring that their tenants have copies of all governing documents of Chown Pella.

List name(s) of all occupants: \_\_\_\_\_  
Home phone: \_\_\_\_\_ Work phone: \_\_\_\_\_  
Cell: \_\_\_\_\_ Email: \_\_\_\_\_  
Rental company contact information (if applicable): \_\_\_\_\_

### VEHICLE REGISTRATION

[Attach additional sheets if necessary]

Vehicle #1 Vehicle #2  
Year: \_\_\_\_\_ Make/Model: \_\_\_\_\_ Year: \_\_\_\_\_ Make/Model: \_\_\_\_\_  
License Plate: \_\_\_\_\_ State: \_\_\_\_\_ Color(s): \_\_\_\_\_ License Plate: \_\_\_\_\_ State: \_\_\_\_\_ Color(s): \_\_\_\_\_

### PET INFORMATION

[Attach additional sheets if necessary]

Pet #1: Dog  Cat  Other  Pet #2: Dog  Cat  Other   
Breed: \_\_\_\_\_ Color: \_\_\_\_\_ Breed: \_\_\_\_\_ Color: \_\_\_\_\_  
Name: \_\_\_\_\_ License #: \_\_\_\_\_ Name: \_\_\_\_\_ License #: \_\_\_\_\_



**THE LANDING CONDOMINIUMS  
REMODELING and/or IMPROVEMENT  
INFORMATION**

In accordance with The Landing Condominiums Rules and Regulations, the following information is required by the Board of Directors prior to the work start date.

Clean-up of trash, dirt, dust, etc. in all common areas is required on a daily basis. Your contractor(s) should be informed of this.

For more information concerning Association requirements and specifications, please refer to the Contractor Service Regulations attached or call the Managing Agent Office at: 503-233-0300.

Building/Unit # \_\_\_\_\_

Owner: \_\_\_\_\_ Phone #(s): Home \_\_\_\_\_ Work \_\_\_\_\_

Remodeling Work:	Date(s) _____	Time(s) _____
	Date(s) _____	Time(s) _____
	Date(s) _____	Time(s) _____
	Date(s) _____	Time(s) _____

Contractor(s): Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

Nature of the Remodeling Improvement Work:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Total Estimated Cost: \_\_\_\_\_