

THE AMERICAN PLAZA CONDOMINIUM ASSOCIATION

RULES AND REGULATIONS
ADOPTED BY THE BOARD OF DIRECTORS
March 27, 1986

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**** NOTE:** QUESTIONS OR REQUESTS FOR CLARIFICATION OF THE RULES OR REGULATIONS CONTAINED HEREIN SHOULD BE DIRECTED TO THE BOARD IN WRITING WHO WILL RESPOND PROMPTLY.

I. INTRODUCTION TO RULES AND REGULATIONS OF THE AMERICAN PLAZA CONDOMINIUM ASSOCIATION AS ADOPTED BY THE BOARD OF DIRECTORS EFFECTIVE MARCH 1986.

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 American Plaza Towers. Please read the "Rules & Regulations" herein and be informed.

II. AUTHORITY TO ESTABLISH RULES AND REGULATIONS

As per the Bylaws of the American Plaza Towers (a condominium); Page 74, Article IV, Section 3, Powers and Duties: "The Board of Directors shall govern the affairs of the Association and shall have such power and duties as are necessary for governing such affairs, including without limitations the following:

(d) "The Board may, from time-to-time, adopt and/or amend rules and regulations governing the details of operations and use of the common elements." (Page 75 Bylaws)

"Unit owners, lessees and other residents shall observe and obey the rules established by the Board of Directors, as amended from time-to-time, for the control and use of all recreational facilities." (Page 80 Bylaws)

As per the "Supplemental Restated Declaration of Covenants, Conditions, and Restrictions for American Plaza Towers":

"There shall be no violation of rules for the use of units or the common elements adopted by the Association and furnished in writing to the owners; and the Association is authorized to adopt such rules." (Page 8 Declaration)

III. OWNER'S RESPONSIBILITIES

A. FAMILY UNIT

Each family unit is to be occupied as a residence. Owners are automatically members of the American Plaza Condominium Association. As such, each owner is responsible for following the established "Rules and Regulations" and for maintaining their units so as to avoid creating a hazardous situation for their neighbors.

B. COMMON AREAS

The common areas of the American Plaza Towers are for the exclusive use of residents and their guests. Discretion should be used in the common areas so as not to interfere with the privacy and use of these areas by other residents.

C. RESIDENTS AND GUESTS

Owners are responsible for the behavior of their tenants when their unit is rented or leased and of their guests who are visiting.

Lease agreements shall include a clause that the renter has read and will abide by the rules of conduct, regulations, and bylaws of the Association. A copy shall be filed with the Association along with the signed statement of the tenant agreeing to so abide.

The guest of one owner becomes a guest of every owner at American Plaza. Plaza parking facilities, swimming pools, lounges, and recreation areas are all parts of the common areas maintained by assessments on each owner.

In order to assure the proper maintenance of common facilities and their availability to all, the Association Board has adopted rules and regulations which are applicable to owners, tenants, and guests.

Refer to the rules covering such subjects as: guest permits for parking more than six hours on the plaza level, the use of underground parking spaces, swimming and recreation room use, noise, pets, move-in fees, etc.

IV. QUICK REFERENCE GUIDE

A. NOISE

Consideration and common courtesy should govern the activities of owners, tenants, and guests. Care should be exercised so as to not disturb the enjoyment of your neighbors. Television, radio, musical instruments and amplifiers should not be at such a volume as to disturb others. Noise can be transmitted so remember also that units which are not carpeted may allow loud noises and heavy footsteps to be heard outside your unit.

Infractions or disturbances should be reported promptly to security. (See Page 13 Offensive Activity/Noise)

B. PARKING

Residents are to park in their own garage units and not on the plaza level. Resident parking permits (with ID numbers) are to be displayed on the left side of the

sidewalks. (See Page 13 Parking)

Guests may be issued temporary parking permits according to the requirements set forth in the complete rules. Call the Management office at 222-7243 for assistance. (See Page 15 Plaza Level Parking)

Bicycles shall be parked in the Association bicycle room only and must be registered with the Association. Keys will be issued by the Management office. No gas powered vehicles are allowed in the bicycle room. (See Page 21 Storage)

C. PETS

Pets are restricted to household pets only - dogs, cats and canaries for example. Pets may not be kept, bred, or maintained for any commercial purpose. All pets shall be registered with the Association through the Management office.

Dogs are not to be taken in or out of first floor lobbies of the Towers. Dogs are to be kept on leashes or carried at all times. Non-lobby entrances are to be used in each Tower. No unaccompanied animals will be tolerated in Association buildings or on the grounds.

County law requires that dog walkers clean up after their pets. Please carry a plastic bag and scoop when walking your animal.

Pets are not allowed in social or recreational areas unless they are guide dogs.

Any pet which creates a noise disturbance or appears to be a threat, either physically or emotionally, to any other occupant of the condominiums shall be immediately removed upon notice by the Association. (See Page 16 Pets/Animals)

D. POOL/JACUZZI

Rules to be posted at entrance to pool enclosure.

1. Hours: 5:00 a.m. to 11:00 p.m. daily.
2. Guests: Two (2) guests per resident will be permitted use of the pools.
3. Children: Those under 14 years of age must be accompanied by an adult resident. Infants in diapers are not allowed in the pool.
4. Glass: No glass whatsoever is allowed in the pool area.

5. Access: The Lincoln Tower pool may be entered/exited only through the B-1 level and up the stairs, never from the lounge area.
6. Pets: Not allowed.
7. Footwear: Must be worn to and from pool area.
8. Swimwear: Bathing suits only.
9. Noise: Care should be taken to keep voices at reasonable levels. Radios and tapes are permitted only if earphones are in use.
10. Drinks or Foods: No food or drink is allowed in the pool area. Pool area means the enclosed deck and pool.
11. Parties: Not allowed.
12. Courtesy: No running in pool area. No pushing or dunking on deck or in the pool.
13. Equipment: No inflatable devices (rafts, tires, etc.) are permitted. Life jackets are the only exception when worn for safety.
14. Showers: Showers are required before entering pool, spa or sauna.
15. Buddy system: No one should swim alone. If you need a buddy, call the Management office (222-7243).
16. Exit doors: Doors to the Madison Tower lawn are for emergency use only. These doors are to remain closed unless an emergency exists.
17. Sun bathing: Restricted to terrace area and decks only within the pool enclosures. The Madison lawn is not to be used.
18. Guest use: Owners are responsible for the behavior of their guests.
19. Security: Security is responsible for enforcing the rules and should be notified regarding infractions.

*Note: The above rules and the State of Oregon regulations apply to all users. (See Page 17 Pools/Jacuzzi/Saunas)

E. RECREATION/SOCIAL ROOMS (Sivers & Lincoln Lounge)

1. Hours: 5:00 a.m. to 11:00 p.m. If reserved for private use, to 12:30 a.m.

management office.

3. Private Use: Limited to the lounge, game room, and kitchen areas only. There is no private use of the pool or spa.
4. Rental Fee: Private use of the lounge facilities will be charged to the resident and will be in an amount sufficient to cover the cost of security guard during party hours. Resident is responsible for clean up. Current fee is \$85 non-refundable deposit and \$100 refundable deposit if the facility is left in the same condition as found.

No fee is charged for usage by residents where all residents are invited.

5. Storage: No personal items are to be stored in recreation areas. Security will remove them on a nightly basis.
6. Usage: The recreation and social areas are a part of your home. Each resident is responsible for their care and usage. (See Page 19 Recreation/Social Rooms)

F. RUBBISH DISPOSAL

1. Garbage chutes: Limit disposal to hours between 7:00 a.m. and 11:00 p.m.
2. Trash: Should be securely bagged in plastic and tied before dropping.
3. Cardboard Boxes/Newspapers: Do not drop down chutes. These items and bottles/jars should be carried to the disposal areas in the trash rooms of each tower. (See Page 19 Trash/Garbage Disposal)

G. SECURITY

ALL SAFETY AND SECURITY PROBLEMS SHOULD BE REPORTED IMMEDIATELY TO THE MANAGEMENT OFFICE (222-7243).

SAFETY AND SECURITY IS THE RESPONSIBILITY OF ALL RESIDENTS.

If a stranger rings your bell and tells you over the entry system that they are there on some business with you, please go to lobby door and check their identification before giving them entry. DO NOT OPEN THE LOBBY DOOR FROM YOUR UNIT if you do not know who they are and/or they are not expected.

The Board of Directors has established a Rules Enforcement Fee for any violation: propping an exterior door open, placing tape over the locking mechanism, etc.

that would allow entry without a key. The unit owner will receive a written warning for the first violation, a \$50 Rules Enforcement Fee for the 2nd violation, and for any further violations the fee will be doubled. Note that even if a guest, service person, contractor etc. of unit owner is responsible for the violation, the unit owner will be assessed the fine.

H. COMMON AREA KEYS

1. (a) The Association will provide each unit with two (2) restricted keys at the Association's cost. Two (2) additional keys can be purchased by each unit at the cost of the keys paid by the unit owner.
2. (b) Additional restricted keys may be purchased at cost of the key plus a deposit of \$30.00 per key. The deposit will be refunded upon return of the key. The deposit will be forfeited if the key is not returned.
3. (c) All restricted keys will be numbered and registered with Management.
4. (d) All keys are to be turned in to Management when a unit is sold or resident moves out.

RESIDENTS AND GUEST ARE EQUALLY RESPONSIBLE FOR ADHERING TO THE RULES AND REGULATIONS. Please read the complete rules and regulations and be informed.

Please refer to section governing responsibilities of owners when they rent or lease their units. (See Section 2., Page 8)

NOTE: RESIDENT ACTIVITIES ARE ALSO REGULATED BY THE DECLARATION AND BYLAWS FOR THE AMERICAN PLAZA CONDOMINIUMS. THIS SET OF RULES AND REGULATIONS QUOTE SOME OF THE RULES AND REGULATIONS INCLUDED IN THE DECLARATION AND BYLAWS. THEY SHOULD NOT BE INTERPRETED AS A REPLACEMENT FOR THE DECLARATION AND BYLAWS BUT AS AN ADDITION TO. ALL RULES AND REGULATIONS INCLUDED IN THE DECLARATION AND BYLAWS WILL ALSO BE ENFORCED.

V. RULES AND REGULATIONS AS ADOPTED AND AMENDED BY THE BOARD OF DIRECTORS

A. OWNERSHIP

1. Use of Family Unit

- a. Each family unit shall be occupied and used as a residence for single family and for no other purpose. (Page 6 Declaration)

This provision shall not act to prohibit a unit owner from maintaining a professional library,

keeping professional or personal records or accounts, handling personal business or professional calls, or conferring with business or professional associates, clients or customers in his unit.

- b. Non-Residential Use: No industry, business, trade, occupation, or profession of any kind, whether for commercial, religious, education, charitable or other purposes shall be conducted, maintained, or permitted on any part of the property except such as may be permitted by the Association of unit owners and subject to the rules.
- c. Owners Information Form: All owners are required to keep an updated information form on file with the Management office with information relative to the occupants in their unit. You may obtain the form by contacting the Management office.
- d. Drilling or Mining: No drilling or mining operations of any kind shall be permitted upon or in any unit or the common elements. (Page 8 Declaration)
- e. Unit Ownership/Association Membership: An owner of a family unit or garage unit shall automatically, upon becoming the owner of a family unit or garage unit, be a member of the Association, and shall remain a member of said Association until such time as his ownership ceases for any reason. Unit ownership shall be determined, for all purposes of the declaration and the administration of the property, from the record of unit ownership maintained by the Association. The record shall be established by the unit owner filing with the Association a copy of the deed to his unit to which shall be affixed the certificate of the recording officer of the County of Multnomah, Oregon, showing the date and place of recording of such deed. No person shall be recognized as a unit owner unless a copy of the deed has been filed with the Association as provided above showing him to be the current owner of a unit. (Page 9 Declaration)
- f. Voting Rights: Each unit owner shall have the number of votes for election of directors of the Association and on all matters coming before the Association, equal to the percentage expressed in Exhibit C of the Declaration with respect to such unit. There shall be one voting owner of each unit designated in the manner provided in the Bylaws of the Association. The total number of votes of all voting owners shall be equal to 100. (Page 9 Declaration)

- g. Assessments/Common Expenses: Obligations of Owners: All owners are obligated to pay all assessments imposed by the Board of Directors on behalf of the Association to meet common expenses of the property. Such assessments shall be made by the Board of Directors in accordance with the terms of the declaration which, among other things, provides that the common expense assessments shall be made pro rata according to the percentage interest of each owner in the general common elements as stipulated in Exhibit C of the Declaration. (Page 78 Bylaws)

Manner of Collection: The Board of Directors shall submit to each unit owner, at least monthly, a current statement of all assessments for common expenses for which such owner is liable. Each owner shall have ten (10) days in which to pay such statement, and if it is not paid within that time, the Board of Directors shall take whatever action it deems necessary, consistent with the Declaration and Bylaws. (Page 80 Bylaws)

Past Due Accounts: Monthly assessments will be past due if not received by the tenth of each month. If past due, a ten percent (10%) late fee will be added to the past due account for payment by the unit owner.

Liens: The Board shall determine and collect from each unit owner the assessments provided herein and may enforce any and all rights the Association may have for such collection, including without limitation, any lien on the unit owner's unit for common expenses. (Page 74 Bylaws)

Any additional costs incurred by the Association in collecting past due assessments such as, but not limited to legal fees, court costs, lien filing fees, postage, etc. shall be added to the past due account for payment by the delinquent unit owner.

No Exemption of Liability: No owner of a family unit or garage unit may exempt himself from liability for his contribution toward the common expenses by waiver of the use of enjoyment of any of the common elements and facilities or by abandonment of his unit. (Page 7 Declaration)

2. Sales, Financing, Lease or Rental of Family and/or Garage Units
- a. Open Occupancy Buildings: The buildings are "open occupancy buildings" and there shall be no discrimination upon the basis of race, color,

religion, sex, or national origin in the sale, lease, or rental or in the use of occupants of the property. (Page 8 Declaration)

- b. Rental of Family Units: The family units shall not be rented by the owners for transient or hotel purposes, which are defined as (a) rental for any period less than thirty (30) days or (b) any rental if the occupants of the units are provided customary hotel services, such as room services for food and beverage, maid service, furnishing laundry and linen, and bellboy service. Except as provided above, the owners of the family units shall have the absolute right to lease the same, provided that said lease is made subject to this declaration and to the bylaws and a copy thereof is filed with the Association. (Page 12 Declaration)

It shall be the responsibility of the owner to ensure that a tenant knows and follows the rules and regulations of the Association. The owner will obtain the tenant's signature on a form to be filed with the Management office indicating that the tenant has read and agrees to the rules and regulations adopted by the Board. This form may be obtained from the Management office.

- c. Ownership and Rental of Garage Units: A garage unit may be owned only by an owner of a family unit and may be rented to, or otherwise used by a person other than the owner, upon the express understanding and condition that use of the garage unit separate and apart from a family unit does not include a right to use the common elements except as may be necessary for the parking of vehicles. (Page 12 Declaration)

- d. Providing Association Documents: Whether selling, leasing, or renting a family unit, the owners must, at their expense, provide and review with the new owners and/or residents, copies of the following documents:

1. The Supplemental Restated Declaration of Covenants, Conditions, and Restrictions for American Plaza Towers.
2. Exhibit E Bylaws of American Plaza Towers (a condominium).
3. Rules and Regulations for American Plaza Condominiums.
4. Residents Guide and Service Manual.

- e. Mortgages/Notice to Association: A unit owner who mortgages his unit shall notify the

Association through the Chairman (and/or managing agent) of the name and address of his mortgagor; and, the Association shall maintain such information in its records. (Page 82 Bylaws)

f. Move-In/Move-Out:

1. All move-ins and move-outs must be scheduled through the Management office at least one (1) week in advance and they will be scheduled first come, first serve as only one move-in/out per tower can be scheduled.
2. All move-ins and move-outs are limited to Monday through Saturday, 8:00 a.m. to 4:00 p.m. There will be no move-ins or move-outs scheduled on Sundays or holidays.
3. There is a move-in fee that must be paid to the Association through the Management office at least two (2) days in advance of the move-in. If payment has not been received by the date of the scheduled move-in, it will be cancelled until payment has been received. This is a non-refundable fee.

Move-In Fees are:

- \$200 - New Owner/Tenant or from one tower to another.
 - \$50 - Existing Owner/Tenant move within same tower.
 - \$25 - Fully furnished unit and freight gates are not opened or Security needed.
4. The Association shall provide a security guard on duty at all move-ins/outs.
 5. The Association shall not be responsible for any expenses of the move-in or move-out other than providing a security officer on duty. The owner/resident will be responsible for any and all other expenses such as but not limited to moving oversized furniture on top of the elevator cab, etc.
 6. If any owner does not schedule a move-in or out with management to ensure that there are no other moves scheduled and that security can be present to maintain the security of the building and aid you with your move, a Rules Violation Enforcement Fee will be assessed in the amount of \$200. Note that if the infraction is by a renter, the fine will still be assessed to the unit owner.

B. FIXTURES/REPAIRS/CONSTRUCTION/MAINTENANCE

1. Exterior Fixtures and Alterations

- a. Nothing shall be altered or constructed in or removed from the common elements, except upon the written consent of the Association. (Page 8 Declaration)
- b. No unit owner, resident, or lessee shall install wiring for electrical or telephone installation, television antennae, grills, machines or air conditioning units, etc., on the exterior of the property or that protrude through the walls or the roof of the property except as authorized in writing by the Board of Directors. (Page 79 Bylaws)
- c. All exterior fixtures which in the judgement of the Association affect the appearance of the building(s) must be authorized in writing by the Board of Directors.
- d. All requests to alter the appearance of the exterior of the building(s) must be in writing addressed to the Board of Directors.
- e. Nothing shall be placed or permitted in or on the windows, doors, or balconies which might fall or be blown therefrom.

2. Approved Fixtures and Alterations

- a. Sunshade for balconies
- b. Window grills
- c. Balcony windscreens

The above fixtures have been approved by the Board of Directors.

If a unit owner wishes to install one of these fixtures, specifications have been developed and must be adhered to. Copies of the specifications will be provided upon written request to the Board seeking permission for such installations.

3. Remodeling and/or Improvements

- a. Structural Changes: Nothing shall be done in any unit or in, on, to the common elements which will impair the structural integrity of the building or which would structurally change the building, except as is otherwise provided herein. (Page 8 Declaration)

A unit owner shall not make structural modifications or alterations of his unit or installation located therein without prior written approval of the Board of Directors. (Page 79 Bylaws)

- b. Notification: Each unit owner shall be required to notify Management of date, time, contractors, and nature of the remodeling/improvement work.

Each unit owner shall be required to notify the Board of Directors of all improvements made by the owner to his unit, the value of which is in excess of \$1,000. (Page 14 Declaration)

- c. Clean Up: Each unit owner shall be required to clean all common areas of trash, dirt, dust, etc. caused by the remodeling/improvements. This shall be done on a daily basis until all work is completed.
- d. Contractors/Service Providers Rules and Regulations will be complied with (see page 26 for full rules)

4. Maintenance and Repairs

- a. The owner of a family unit or garage unit shall keep his unit in good repair, at his own expense, and shall maintain his unit in such a way that it will not interfere with the rights of the other unit owners to enjoy quietly the use and occupancy of their respective units and the common elements. (Page 7 Declaration)
- b. Every unit owner must perform promptly all maintenance and repair work within his own unit, which if omitted would affect the property in its entirety or in part belonging to other owners, being expressly responsible for the damages and liabilities for his failure to perform hereunder. (Page 78 Bylaws)
- c. All the repairs of internal installations of the unit such as water, light, gas, power, sewage, telephones, air conditioners, sanitary installations, doors, windows, lamps and all other accessories belonging to the unit shall be at the owner's expense. (Page 78 Bylaws)
- d. Right of Entry: An easement is reserved to the Association in and through any family unit or garage unit and the common elements providing access at reasonable times and with reasonable notice for purposes of maintenance, repairs, and replacement of the common elements. If, in the process of such repair and maintenance by the Association, it is necessary to alter or damage

any unit or common elements, such alterations or damages will be permitted with compensation, provided the unit and/or common elements are promptly restored to substantially their prior condition by the Association. (Page 6 Declaration)

A unit owner shall grant the right of entry to a Management agent or to any other person authorized by the Board of Directors or the Association in case of any emergency originating in or threatening his unit, whether the owner is present at the time or not. (Page 79 Bylaws)

A unit owner shall permit other unit owners, or their representatives, when so required, to enter his unit for the purpose of performing installations, alterations, or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the unit owner. In case of an emergency, such right of entry shall be immediate. (Page 79 Bylaws)

C. COMMON AREA RULES

1. Common Courtesy

The unwritten "good neighbor" rules of common courtesy should govern the behavior of all owners, tenants, and guests. Excessive noise, rowdiness, and other conduct which disturbs the rights of others is to be avoided.

2. Noxious or Offensive Activity

No noxious or offensive activity shall be carried on in any unit or in the common elements, nor shall anything be done therein which may be or become an annoyance or nuisance to the other owners. (Page 8 Declaration)

3. Noise

Unit owners (guests and tenants) shall exercise extreme care about making noises or the use of musical instruments, radio, televisions and amplifiers that may disturb other residents. (Page 79 Bylaws)

4. Parking

a. Resident Underground Garage

Each garage unit shall be used only for vehicle parking and for no other purposes. (Page 6 Declaration)

Parking of boats, trailers, motorcycles, trucks, truck campers, and like equipment shall be allowed only within the confines of a garage unit and no portion of such equipment may project beyond the garage unit and all other parking of equipment shall be prohibited. Bicycles shall be parked in the Association bicycle room only. A resident parking permit must be displayed as follows:

1. A resident parking permit will be issued to the owner of each garage unit, for each authorized vehicle.
2. Resident parking permits and I.D. numbers will be assigned to individual garage units, and will be valid when vehicle is parked in that garage unit only.
3. Resident parking permit is to be placed on left side of rear bumper.
4. If authorized vehicle is a company and/or rental car, which will change frequently, then resident parking permit should be placed on a 3 x 5 inch index card and displayed on the dashboard, on driver's side (left).
5. If a new vehicle is purchased, or tenant moves, the resident parking permit will be cancelled, and a new one issued upon written request from garage unit owner to the Management office.
6. It is the garage unit owner's responsibility to issue their resident parking permit to their tenant, if the garage unit is assigned to someone other than the owner.
7. If a garage unit owner wishes to assign this space on a temporary basis (i.e. while on vacation, etc.) the garage unit owner must notify Management office in writing and a temporary permit will be issued.
8. The following policy applies to violators:

First Violation: Warning Ticket Issued.
Second Violation: Ten Dollar (\$10) Fine.
Third Violation: Twenty Dollar (\$20) Fine.
Fourth Violation: Vehicle Towed at Owner's Expense.
9. The speed limit in the garage is 10 mph maximum.

b. Plaza Level Parking

All vehicular parking facilities, other than the garage units, 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. (Page 12 Declaration)

1. No vehicles of any type shall be parked in the driveways, fire lanes, etc. of the plaza level.
2. No residents will be allowed to park on the plaza level, except for 30 minutes parking only zones (one at each tower) to load/unload vehicles.
3. Guest parking permits are required as follows:

All guests visiting a resident for six (6) hours or more are required to obtain a guest parking permit which will be issued by security.

A guest parking permit will be issued for six (6) hours to twenty-one (21) days by a security officer. The resident must contact the Management office at 222-7243.

No guest parking permits will be issued in ninety (90) day period totalling more than twenty-one (21) days per vehicle (i.e. the same license number). For example, the resident may obtain one twenty-one (21) day permit, or three six (6) day and one three (3) day permit or any other combination which totals no more than twenty-one (21) days in a ninety (90) day period.

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 security on a roving basis several times each day.

The policy for violators is as follows:

First Violation: Warning ticket

Second Violation: Warning tickets informing the violator's car will be towed at their expense that next time.

Third Violation: Vehicle towed at owner's expense.

5. Pets/Animals

No animals, livestock or poultry of any kind shall be raised, bred or kept in any unit or in the common elements, except that dogs, cats, or other household pets may be kept in units, provided that they are not kept, bred or maintained for any commercial purpose. (Page 8 Declaration)

...Those keeping domestic animals will abide by all applicable health and sanitary regulations. (Page 79 Bylaws)

Owners are responsible for enforcing the rules with their tenants.

Any unit owner who keeps or maintains any pet upon any portion of the condominium shall be deemed to have indemnified and agreed to hold the Association, each of its members, free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the condominium. All pets shall be registered with the Management office and shall otherwise be registered and inoculated as required by law. The Board of Directors shall have the right to order any person whose pet is a nuisance to remove such pet from the premises.

All owners of pets shall comply with animal control laws of Multnomah County and the City of Portland, which includes but is not limited to the following:

- a. Removal of wastes from public areas: Any person in physical possession and control of any animal in a public place shall remove excrement or other solid waste deposited by the animals in any public area not designated to receive those wastes, including but not limited to streets, sidewalks, parking strips, and public parks. (Multnomah County Code 8.10.170.)
- b. Annoyance: It is unlawful for an animal owner to permit any animal unreasonably to cause annoyance, alarm or noise disturbance at any time of the DAY OR NIGHT, by repeated barking, whining, screeching, howling, braying or other like sounds which may be heard beyond the boundary of the owner's property. (Multnomah County Code 8.10.190 (A), (B), (6).)
- c. Animal at Large: It is unlawful for an animal owner to permit an animal to become

at large. "Animal at large" means any animal not confined to the premises of its owner, unless restrained by a leash, tether or other physical control device not to exceed eight (8) feet in length and under the physical control of a person, whether or not the owner of the animal, or which enters upon land of another person, without authorization of that person or a lawful occupant. (Multnomah County Code 8.10.010 (b); 8.10.190 (A), (B) (1).)

- d. Animal Trespass: It is unlawful for an animal owner to permit an animal to trespass upon the property of another. (Multnomah County Code 8.10.190 (A), (B) (2).)
- e. Vicious Animal: It is unlawful for an animal owner to keep a vicious animal. "Vicious animal" means any animal which bites any human being or other domestic animal or which demonstrates menacing behavior toward human beings or domestic animals, but does not include an animal which bites, attacks, or menaces or trespasses on the property of its owner or harms or menaces anyone who has tormented or abused it. (Multnomah County Code 8.10.010 (m), 8.10.190 (A), (B) (3).)

No animals are allowed on the first floor or lobby areas of each tower, in the Sivvers Recreation Building, in the Lincoln health facilities or the Lincoln pool and patio area. Entry is to be through the Trademen's entrances.

6. Pools/Jacuzzi/Saunas (includes both indoor and outdoor pools)

Swimming will be permitted between the hours of 5:00 a.m. and 11:00 p.m. daily.

Restrooms are available at the pool dressing areas.

Residents and their guest will use the pool at their own risk.

Not more than two guests per resident will be permitted at any time.

Children under the age of 14 years will not be permitted in the pool, spa or pool area unless accompanied by a responsible adult of at least 18 years of age.

Footwear and a cover-up must be worn from residence to pool areas.

Proper swimming attire must be worn. Swimming suits only.

No swimmer will enter the pool without first having showered.

All suntan oil, ointment, and lotions must be removed prior to entering the pool and spa.

Running, pushing, or shoving of anyone inside the pool enclosure will not be permitted. Jumping into the swimming pool from any part of the buildings, walls, or railings will not be permitted.

Boisterous and loud conduct will not be permitted.

Radios and tape players permitted only if earphone is used.

Swim fins, tubes, rafts and other devices will not be allowed in the pool while others are swimming. (This does not apply to life jackets.)

Pets are not allowed in the pool area.

Food and drink is prohibited in the pool area.

All trash must be deposited in the trash receptacle. Cigarettes must be placed in ashtrays.

No resident or guest will interfere in any manner with any portion of the pool or spa, or the lighting, plumbing, or electrical apparatus.

Local and State Health Department requirements will be strictly observed.

Lockers available in the indoor changing rooms are for use only while at the pool area. Locks are not to be left on overnight.

Pool parties are not allowed.

Chaises and/or chairs may not be pre-reserved. When using them, please protect them from suntanning products by spreading towel on your chair or chaise.

Hours for the jacuzzi and sauna are the same: 5:00 a.m. to 11:00 p.m.

Use of the pool, jacuzzi and/or sauna under the influence of alcohol or drugs is prohibited.

Do not stay in the jacuzzi or sauna for longer than 15 minutes at a time.

OBSERVING THESE RULES IS ESSENTIAL TO YOUR HEALTH. They may mean the difference, literally, between life and death. Over-exposure to high temperatures can cause heart failure, stroke, as well as other problems. Drinking alcohol and then using the spa is equally if not more deadly. PLEASE BE CAREFUL.

7. Recreation and Social Rooms (Sivers and Lincoln Lounges)

Hours are 5:00 a.m. through 11:00 p.m. daily; this may be extended to 12:30 a.m. under reservations for private use.

All children under 14 years of age must have adult supervision at all times.

Rough use, horseplay, or general disrespect of equipment is not allowed.

Private use of the facilities will be limited to the lounge, game room, kitchen and terrace areas. There will be no private use or private parties in the pools or spas.

Reservations for private use may be made through the Management office. Reservations can be made by residents only.

A non-refundable rental fee of \$85 and a refundable damage/cleaning deposit of \$100 must be paid by the resident placing the reservation at the time the reservation is made. If the facility is left in the same condition in which it was found, the \$100 refundable deposit will be refunded. Clean-up must take place the day of the event. A security officer will be on duty during all functions.

8. Trash/Garbage Disposal

It is prohibited to throw garbage or trash outside the disposal installations provided for such purposes in the service areas. (Page 79 Bylaws)

All trash must be in plastic garbage bags and secured at the end. This will reduce maintenance, prevent trash from scattering and reduce flies, insects and odors, especially during the summer

months, and prevent the attraction of rodents.

The trash chutes located on each floor are to be used only between the hours of 7:00 a.m. and 11:00 p.m. No cardboard boxes, coat hangers, oversized trash, or newspapers are to be placed in the trash chutes as they plug up the chutes. There are recycle bins located in each trash room of each tower for paper and glass. Oversized trash shall be placed in the dump boxes for that purpose located in each trash room in the basement of each tower. All boxes must be broken down before depositing them inside the dump box which will help to reduce the Association's cost.

In each trash room of each tower in the basement there is an area set aside to recycle newspapers, glass, etc. The Association would appreciate your using these areas.

No tires, furniture, appliances, etc. shall be left in the trash rooms. It is the responsibility of each resident to haul away such items at their own expense.

9. Security

- a. Service Access: All service people are to access and bring in equipment, supplies, etc. through the Tradesmen's entrances, loading zone entrance or side doors at each tower. No access is allowed through the lobbies of the towers.
- b. Deliveries: all deliveries and removals of large items such as furniture, shrubs, etc. are to be made through the service entrances.

Management must be notified of all deliveries or removals requiring the use of service entrances (freight gates) prior to time of delivery or removal of same. If the delivery or removal requires the service entrance (freight gate) to be unlocked for more than one-half hour, it requires scheduling a security officer to stand guard other than the normal officer on duty. Therefore, at least two (2) days prior notice is required. If the delivery is more than the above stated one-half hour, a fee will be assessed the resident for actual cost of the additional security.

If an owner or resident fails to schedule a delivery with management, a Rules Enforcement Fee will be assessed to the owner as follows: first violation, a

warning; 2nd violation, \$50 fee; any further violations, the fee will double.

- c. Solicitation: There shall be no solicitation at the condominiums.
- d. Loitering: There shall be no loitering allowed at American Plaza Condominiums.
- e. Children: Children shall not be permitted to play on, or in, the stairways, halls, vestibules, lobbies, resident or guest parking areas, or elevators of the Towers or recreation/social rooms, unless they are supervised by an adult.

10. Signs and Notices

No sign of any kind shall be displayed to the public view on or from any unit or the common elements, without the prior consent of the Association. (Page 8 Declaration) This consent must be in writing from the Board of Directors and/or Managing Agent.

Residents shall not post any name plates or other forms of identification in the common areas except for on the door to their own units and must have the prior approval of the Association. The Association shall install names in the proper location in connection with the building directory.

Only notices, correspondence, etc. approved by the Association shall be placed in the common areas of the Towers.

Residents may post personal notices, advertisements, etc. only on the bulletin boards inside the mailrooms of each tower. It will be the responsibility of the resident to remove such notices when they are no longer applicable.

11. Storage

Nothing will be done or kept in any unit or in the common elements which will increase the rate of insurance on the building without the prior written consent of the Association. No 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 the building or which would be in violation of any law. No waste will be committed in the common elements. (Page 7 Declaration)

There shall be no obstruction of the common elements. Nothing shall be stored in the common

elements without the prior consent of the Association. (Page 7 Declaration)

All bicycles shall be stored in the Association's bicycle storage room located on the 1B level of the garage. Keys for the bicycle room will be issued by the Management office. All bicycles being stored in the Association's bike room should be registered with the Association who will provide an I.D. tag for the bike at the resident's cost.

All gas powered cycles shall be stored within a garage unit or an area designated by the Association only. No storage of gas powered cycles will be allowed in the Association's bicycle storage room or in the owner's storage areas.

No unit owner or resident shall bring onto or store within any unit or any part of the common elements any explosive or flammable substances, including, but not limited to, gasoline, mineral spirits, paint thinner, and gun powder.

12. Unit Balcony and Common Areas - Miscellaneous

No furniture (other than patio furniture), appliances or other items that create an unsightly appearance shall be stored or located on unit balconies.

It is prohibited to hang garments, rugs, laundry, or any items from the windows or from any of the facades of the building or patio or deck fences or walls or other external structures. (Page 79 Bylaws)

It is prohibited to dust rugs, etc, from windows, or to clean rugs, etc. by beating them on the exterior part of the structure. (Page 79 Bylaws)

Nothing shall be swept, shaken, thrown, or poured off balconies or breezeways or out of windows, doors, etc., or allowed to fall, through failure to take due care, onto other balconies or common areas.

There shall be no feeding of birds from balconies or any portion of the common areas.

No resident shall interfere in any manner with any portion of the furniture, fixtures, mechanical equipment or other apparatus in or about the common areas.

There shall be no skateboarding, windsailing, etc. allowed on the common areas of the Association.

An owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common area and facility damaged through his fault, except to the extent that such expenditure is covered by insurance with a waiver of subrogation in favor of such owner. (Page 78 Bylaws)

13. Common Area Keys

1. (a) The Association will provide each unit with two (2) restricted keys at the Association's cost. Two (2) additional keys can be purchased by each unit at the cost of the keys paid by the unit owner.
2. (b) Additional restricted keys may be purchased at cost of the key plus a deposit of \$30.00 per key. The deposit will be refunded upon return of the key. The deposit will be forfeited if the key is not returned.
3. (c) All restricted keys will be numbered and registered with Management.
4. (d) All keys are to be turned in to Management when a unit is sold or resident moves out.

14. Smoking Policy

There is no smoking allowed in any enclosed common area of American Plaza i.e. Sivers Center, lobbies, lounges, hallways, etc.

VI. DEFINITIONS

- Adult: A person of 18 years of age or older.
- Child: A person under age 14.
- Guest: A person entertained in one's home; a person to whom hospitality is extended; a person not a regular member of the household.
- Tenant: A non-owner resident of a family unit or a non-owner user of a garage unit.

VII. ENFORCEMENT OF RULES AND REGULATIONS

A. RULES ENFORCEMENT FEE POLICY:

A rules enforcement fee policy will be levied against unit owners for abuse of the rules. It will be enforced as follows: The violation is reported by a resident, security and/or Management in writing, addressed to the Board of Directors, in care of the Management Office, 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 Management or security who will take immediate action to correct the violation.

The violation will be reviewed by the Board of Directors and Management and the unit owner (violation if different than owner) will be notified in writing if a rules enforcement fee is to be charged.

The violator will be given the opportunity to present an explanation and/or request a hearing with the Board of Directors and Management. Without a reasonable explanation, a fee will be assessed.

The fee is \$25 for the offense and \$2 will be added each day the violation continues. For instance, if you own a pet and its barking is a nuisance and you are given notice, the initial fee will be \$25, plus \$2 for each day thereafter until the violation is corrected.

There are fees for certain infractions (unscheduled moves and deliveries, propping open exterior doors) that have a specific fee policy and the fee is assessed immediately by security (see page 5, Section G, Security; page 10, Section f6, Move-in/out; page 20, Section 9b, Security).

If any fees assessed are not paid within thirty (30) days, a lien will be placed on the unit and collection procedures initiated in the same manner as if it were past due maintenance fee.

B. INJUNCTIVE RELIEF:

A second option the Board of Directors may elect is as follows:

Each owner, tenant or occupant of a family unit or garage unit shall comply with the provisions of the Declaration, the Bylaws, decisions and resolutions of the Association or its representatives, and failure to comply with any such provisions, decisions, or resolutions, shall be grounds for an action for damages for injunctive relief, or for

such other relief as may be provided by law, the prevailing parties being entitled to attorney's fees in all proceeding including any appeal. (Page 7 Declaration)

C. FAILURE OF THE ASSOCIATION TO INSIST ON STRICT PERFORMANCE-NO WAIVER

The failure of the Association to insist in any one or more instances upon the strict performance of any of the terms covenants, conditions or restrictions of this Declaration or to exercise any right or option herein contained or to serve any notice or to institute any action shall not be construed as a waiver or relinquishment for the future of such terms, covenants, conditions or restrictions but such terms, covenants, conditions or restrictions shall remain in full force and effect.

The receipt by the Association of any assessment from an owner, with knowledge of the breach of any covenant hereof shall not be deemed as a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board of Directors or the Management agent and authorized by the Association. (Page 16 Declaration)

CONTRACTOR REGULATIONS

American Plaza Condominium Association

- 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 fill out a remodeling/improvement form and provide a copy at least one (1) week in advance to the management office. Copies of the form can be provided as well as extra sets of these regulations by calling 222-7243.
- 2) Contractors/service people can avoid problems by contacting the management office 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, their equipment and materials must use the tradesmen entrances and are not allowed access via the lobbies. It's the owner's responsibility to let service personnel into their building unless the freight gate needs to be opened.
- 5) If delivery of materials and/or equipment necessitate the opening of the freight gate and/or the extended use of the freight elevator it must be scheduled at least 24 hours in advance with management (222-7243).
- 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 guest parking areas only on a first come first served basis.
- 7) All equipment and materials (except hand tools) must be delivered via the freight elevators which will be padded and placed on independent service by management with 24 hour notice by unit owner or contractors.
- 8) Contractors/service people are required to clean all common areas (ie elevators, breezeways, etc.) of trash, dirt, dust, etc. caused by their work. This shall be done as needed but no less than once a day at 5:00 p.m.
- 9) Contractors/service people are expected to remove all their work debris from the property (ie sheetrock, carpet, etc.) providing their own dump box if necessary. (Management should be contacted as to its location.) No debris other than dirt or sawdust is to be placed in the garbage chutes and then only if placed in a tied plastic bag.
- 10) Power equipment cannot be used in the breezeways nor can materials be stored in the breezeways. 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 management for approval. If the water needs to be shut off, it will be for a maximum time of one (1) hour, at which time a shut-off valve should be installed to isolate the unit being serviced.
- 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 its tools or equipment.
- 13) Any expenses incurred by the Association for non compliance with these regulations will be back charged to the unit owner for whom the contractor is working.

ASBESTOS HAZARD: It has been determined that the popcorn on the ceilings in the Lincoln and Grant Towers contain 10-15% asbestos fibers. (There was none found in Madison.) If you plan to cut into the ceilings, we suggest that you contact DEQ at 229-5696 for a copy of the regulations concerning penetration of materials containing asbestos. It has also been determined that the plumbing insulation used on the elbows, which was previously thought to contain asbestos, upon inspection it was determined that it does not. If necessary, you are required to follow all state and federal laws governing working with asbestos.

NOTE: It is to the benefit of all parties concerned that management, the unit owner and contractor work together. Please call 222-7243 with any questions.