

Atwater Place Condominiums Rules

Rules and Regulations

Condominium living places a large number of people in a relatively small space. None of the residents can enjoy the same level of personal freedom as those living in single-family dwellings.

As a result, condominium living requires a great deal of respect for the needs and rights of neighbors as well as formal rules and regulations. The Rules and Regulations contained herein are designed to maintain the high quality of living the residents expect at Atwater Place Condominiums; please read and abide by them.

These Rules and Regulations are subject to the Declaration submitting Atwater Place Condominiums to Condominium Ownership (“Declaration”) and the Bylaws of Atwater Place Condominiums Owners Association (“Bylaws”). In the case of a conflict between these Rules and Regulations and the Declaration or Bylaws, the Declaration or Bylaws govern. These Rules and Regulations may be amended, modified, or revoked from time to time. Please check with management to ensure that you have the most current version.

1. Authority to Establish Rules and Regulations

Bylaws Section 7.5(m) authorizes the Atwater Place Condominiums Owners Association (“Association”) Board of Directors (“Board”) to adopt, modify, or revoke reasonable Rules and Regulations governing the conduct of persons and the operation and use of the units and the common elements in order to assure the peaceful and orderly use and enjoyment of Atwater Place Condominiums (“Condominium”).

2. Owners’ Responsibilities

An owner is responsible for the repair, maintenance, or replacement of any common element, limited common element or portion thereof damaged by such owner, a member of the owner’s family, household pet, guest, servant, invitee, employee, or other authorized occupant or visitor of such unit, and for violations of the Declaration, Bylaws or Rules and Regulations by such persons or pets.

3. Fines for Violations

The Bylaws, including Sections 5.6 and 7.7, authorize the Board to levy fees, late charges, fines and/or interest against owners for violations of the Declaration, Bylaws and/or Rules and Regulations, in addition to other remedies. See Enforcement of Rules, Section 19.

4. **Unit Occupancy Information**

All owners are required to keep an updated Unit Occupancy Information form on file with the management office with information relative to the occupants in their unit (Addendum B). A form may be obtained by contacting the management office (503-224-1460).

5. **Safety and Security**

5.1 Safety and security is the responsibility of all residents. All safety and security problems should be reported immediately to the management office (503-224-1460).

5.2 If a stranger rings your unit over the entry system, please go to the lobby door to identify the person before giving the person entry. Do not open the lobby door from your unit if you do not know who the visitor is or if the visitor is not expected.

6. **Condominium Property**

6.1 Use of Common Areas. The common areas are for the exclusive use of residents and their guests as further provided in the Declaration and Bylaws. Rollerblading, skateboarding, bicycle riding and ball playing are prohibited in all common areas. Bicycles shall be taken in and out of the building through the service entrance and not through the main lobby. Bicycles shall be taken through service elevators, if any, rather than through the main building elevators.

6.2 Smoking. Smoking is prohibited in all indoor common areas, including lobbies, hallways, stairwells, elevators, the garage and storage areas. Smoking is prohibited on balconies and terraces. Smoking is prohibited within Residential Units near doors or windows if the smoke may disturb occupants of other Residential Units. Smoking is prohibited outdoors near building entrances.

6.3 Littering. Littering is prohibited in all common areas, including lobbies, hallways, stairwells, elevators, the garage and storage areas, and outdoors by building entrances, and on the balconies and terraces.

6.4 Trash. Except for areas specifically designated for that purpose, no part of any common area shall be used for dumping rubbish, trash, garbage or other waste. All trash placed in the garbage chutes shall be bagged and tied. Residents shall comply with any instructions of the Board concerning sorting of trash, segregation of recyclables, and disposal of large boxes. No use of trash chutes is permitted between the hours of 10:00 p.m. and 9:00 a.m.

6.5 Recycling. All boxes placed in the recycling area must be broken down.

6.6 Signs. In no event may any “for sale”, “for rent” or similar sign be placed in a window that is displayed to public view or may any sign be placed on or in the vicinity of a common entry door of the Condominium, without prior written approval of the Board or as otherwise provided in Bylaws Section 7.5(h).

6.7 Bird feeders. Bird feeders are not permitted on the balconies, terraces, or any other exterior area of the Condominium.

6.8 Car Washing. No car wash area is available at the Condominium, and car washing is not permitted in the garage.

6.9 Storage. No furniture, packages or objects of any kind may be placed in the lobby areas, vestibules, public halls, stairways, or any other part of the common elements other than overnight courier mail delivered to the concierge area, if any. The lobbies, vestibules, public halls, and stairs may be used only for normal passage. No storage is allowed in the garage, except in designated areas. No hazardous or flammable substances shall be stored in Condominium storage units except for reasonable quantities of common cleaning and other household supplies stored in a manner that complies with the Declaration, Bylaws, Rules and Regulations and governing law.

6.10 Balconies. Balconies and terraces must be maintained in a neat and attractive manner at all times. Patio furniture, barbeques and other items placed on the balconies and terraces shall be consistent with a first-class, upscale residential community. Electric and natural gas barbeques that are operated in compliance with all applicable legal requirements may be used on balconies and terraces. No other type of barbeques may be used on balconies and terraces. Lightweight items, including lightweight furniture, should be secured to prevent them from blowing off balconies and terraces. No items of any kind may be hung from the walls or railings surrounding the balconies and terraces without the prior approval in writing of the Board. (Bylaws Section 7.5(f)). Nothing shall be allowed to protrude from any balcony or terrace or hang over any balcony or terrace railing. Nothing may be thrown, or allowed to be blown off, any balcony or terrace. No audio speakers may be installed or placed on the balconies or terraces. No bicycles, skis, snowboards, toys, ice chests, boxes, or similar items may be stored or allowed to remain on balconies or terraces. Indoor/outdoor carpet or mats may not be placed on installed on any balcony or terrace surfaces. Awnings, screens, sunshades, banners, wind chimes and similar items are not permitted. **See Section 7 of these Rules and Regulations regarding load limits for balconies and terraces.**

6.11 Roof Access. No access to the roof of the Condominium is permitted without the prior written authorization of the Board unless accompanied by management.

6.12 Decorations. Decorations, signs, and similar items are not allowed in the common areas of the Condominium, including, but not limited to, the exterior of Unit doors, and the hallway walls, floors and ceilings. Decorations are permitted on balconies and terraces only in accordance with the Bylaws and these Rules and Regulations.

6.13 Window Washing. All exterior window washing of the residential units shall be provided by the Association and shall be charged to you as a common expense. The Association may notify you in advance of scheduled window washing times and required you to move items away from your windows and/or the railings prior to scheduled window washing times.

6.14 Air Filters and Heat Recovery Filters. All air and heat recovery filters for the residential heating and air conditioning units will be changed consistent with the Maintenance Manual by the Association and shall be charged to you as a common expense.

7. Load Limits

The balconies and terraces are subject to the following load limits: 60 pounds per square foot (psf) live load assuming a 2' wide x 2' tall continuous planter containing a lightweight soil mix not exceeding 70 pounds per cubic foot (pcf). Owners are encouraged to obtain the advice of a structural engineer if there is any question of whether items the owners desire to place on their balconies and terraces will exceed load limits. It is imperative that owners require their tenants or other occupants to comply with these requirements. If the Board believes the items on an owner's balcony or terrace may exceed load limits, the Board shall have the right to require the owner to obtain the opinion of a structural engineer or to the obtain such an opinion at the owner's expense.

8. Noise

8.1 Generally. No nuisances or noxious or offensive activities will be allowed in the Condominium building nor will any use or practice be allowed that is improper or offensive in the opinion of the Board or which unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the Condominium by other residents or occupants or requires any alteration of or addition to any common element. (Bylaws Section 7.5(c)) Consideration and courtesy should govern the activities of residents and their guests. Exercise care so as not to disturb your neighbors' enjoyment of their homes. When noise is unavoidable, close windows and balcony or terrace doors to restrict the noise to your unit. Residents must reduce noise to a level that will not disturb neighbors between the hours of 10:00 p.m. and 9:00 a.m. all days.

8.2 Television/Music. Television, radio, music systems and musical instruments shall not be played at any time at a volume that disturbs other residents. Bass sounds can be particularly disturbing. Residents should mount speakers on a padded surface. Residents must reduce television, radio and music volume to a level that will not disturb neighbors between the hours of 10:00 p.m. and 9:00 a.m. all days. The Association reserves the right to limit the use of any overly loud television, stereos, home theater systems, and other high noise generating equipment.

8.3 Parties. Parties can easily create noise disturbances because of the close proximity of neighboring balconies and terraces and sound amplification. Out of respect for your neighbors, please ask guests to help keep party noise down. Between the hours of 10:00 p.m. and 9:00 a.m. all days, all party noise must be reduced so as not to disturb neighbors. Any disturbance of neighbors between these hours will be considered a violation of these Rules and Regulations.

8.4 Floor Coverings/Padding/Appliances. Uncovered floor areas may allow sounds and footsteps to be heard outside your unit. In some cases, these sounds can be quite disturbing.

Be considerate of your neighbors (next door and below). If unreasonable noise transference persists, the Board may require an owner to furnish suitable sound dampening materials in the source unit to reduce sound transference. All owner-installed, floor-supported appliances should be supported on resilient (such as neoprene pads at all support feet, whether factory-provided or not).

8.5 Trash Chutes. Trash chutes may not be used between the hours of 10:00pm and 9:00 am.

8.6 Flooring. All units have been constructed with a soundproofing material under the hardwood floors. It is a violation of these Rules and Regulations to remove or interfere with the effectiveness of this soundproofing material. To ensure that soundproofing is not compromised, residents who wish to install tile, slate or other hard surface flooring must obtain the written approval of the Board before commencing construction. The Board may have the flooring materials and proposed installation method or other alterations analyzed by an acoustical firm selected by the Board at the owner's expense. Residents who fail to obtain approval may be required to remove or reinstall their installation of any hard surface flooring the Board determines may interfere with the peaceful use of other units.

8.7 Build-out, Remodeling and Alterations to Units. It is not always obvious what types of alterations can damage the integrity of the building systems or cause excessive noise transmission between units. Accordingly, it is imperative that all alterations, including those after initial construction of the units, receive the prior approval of the Board. See Section 16 of these Rules and Regulations.

8.8 Noise Disturbances. All noise disturbances should be reported immediately to management. Management will contact the residents involved to resolve the problem. Problems that cannot be resolved by management will be taken to the Board and may result in fines.

8.9 Commercial Units. So long as commercially reasonable efforts are made in the operation of a restaurant in a commercial unit to reduce noise transmission to residential units, noise resulting from the normal course of restaurant operation shall not be deemed a violation of the rules and regulations with respect to noise. (Bylaws Section 7.5(c))

9. Lease or Rental of Residential Units

9.1 Except for commercial units, no owner may lease less than the entire unit. All leasing or rental agreements must be in writing and be subject to the Declaration and the Bylaws. Each owner who rents his or her unit shall submit to the Board or management company prior to commencement of the lease (i) a copy of the lease agreement, and (ii) the contact information for the tenant. The owner shall furnish the tenant with copies of the Declaration and Bylaws, these Rules and Regulations, and any maintenance manuals applicable to the unit and the Condominium. The owner shall be responsible for ensuring that his or her tenants comply with all requirements of such documents. The Association may require the tenant to attend an orientation session concerning the Condominium. Each unit may be occupied and used only as a

private residence and for no other purpose (except as provided in Section 8), and shall not be leased for any period of less than one year. (Bylaws Section 10).

9.2 An owner shall not rent Parking or Storage Units to any person other than the owner or tenant of a residential unit. (Declaration Sections 10.3 and 10.4)

10. **Residential Use**

An owner may have a “home office” in a residential unit from which the owner conducts some of his or her business affairs, so long as the unit is not generally open to the public and its use is limited to occasional visits by appointment-only customers, clients, or trade vendors that do not constitute a nuisance or interfere with other residents’ safe, private and quiet enjoyment of the Condominium as otherwise provided in the Declaration, Bylaws and Rules and Regulations. Except as permitted in the foregoing sentence, no industry, business, trade, occupation or profession of any kind may be conducted, maintained or permitted in any unit, other than as allowed for the commercial units, as outlined within the Declaration and Bylaws. (Bylaws Section 7.5(a)).

11. **Auction or Open House**

No owner shall, when attempting to sell, lease or otherwise dispose of his unit, or any personal property located therein, hold an “open house” or “auction” without the prior written approval by the Board.

12. **Animals** (See also Bylaws Section 7.5(d))

12.1 No dogs, cats or other pets shall be kept unless they are currently licensed in accordance with municipal or governmental ordinance, rule or regulation, as applicable.

12.2 No dogs, cats or pets shall be permitted to run at large or left unattended on balconies or terraces.

12.3 Except as provided in this Section 12, no livestock, poultry, rabbits or other animals whatsoever shall be allowed in any part of the Condominium.

12.4 Any damage caused by pets shall be the responsibility of the respective owners thereof and the owners of the unit in which the pet resides. At all times the common elements shall be free from pet debris, including food and fecal matter. Pets will not be allowed on any common element unless they are on a leash or being carried and are being walked to or from the unit to a street or sidewalk.

12.5 Pursuant to the procedure in the Bylaws, the Board may require the removal of any animal that the Board in the exercise of reasonable discretion determines to be disturbing other owners unreasonably, and may exercise this authority for particular animals even though other animals are permitted to remain. (Bylaws Section 7.5(d)).

12.6 The keeping of pets shall be subject to such other reasonable rules and regulations the Board may adopt from time to time.

13. **Moves**

13.1 **Scheduling.** All move ins and move outs must be scheduled through the management office at least one (1) week in advance of the move. All moving firms/individuals must register upon arrival with the on-site personnel by going to the entry system and contacting management.

13.2 **Hours.** Residential move ins and move outs are limited to Monday through Saturday 8:00 a.m. to 5:00 p.m. There will be no moves on Sundays or holidays, except with the express written permission of the Board.

13.3 **Fees.** Except for the initial move ins by the first unit owners, a \$400 move-in fee shall be paid to the Association by the unit owner or the unit owners' representative through the management office at least two (2) days before the move in. If payment has not been received by the date of the scheduled move in, the move will be cancelled until payment has been received. Upon completion of a satisfactory post-move-in inspection by the management confirming that no damage has been caused to the common elements, \$200 of the fee will be refunded. All move-outs must be scheduled with the Association, and a \$300 move-out fee shall be paid to the Association by the unit owner or the unit owners' representative through the management office at least two (2) days before the move out. If payment has not been received by the date of the scheduled move in, the move will be cancelled until payment has been received. Upon completion of a satisfactory post-move-out inspection by the management confirming that no damage has been caused to the common elements, the fee will be refunded.

13.4 **Damage.** The on-site staff shall inspect the premises, before and after the move, and pad the elevators for all move ins and move outs. Each owner is responsible for all other expenses arising from any move in or move out of the owner's unit, including the cost of repairing any damage to the building caused by the owner or other resident or their movers. If cleanup is required, the rate is \$25 per hour with a minimum charge of \$25. The Association shall not be responsible for any expenses of the move in or move out.

14. **Entry Door Cards**

Management will issue entry door cards only to the unit owner and to other persons (e.g., renters) authorized by owner in writing. Up to three (3) cards will be issued for each residential unit at no charge. Additional cards may be issued for a fee. Owners are encouraged to leave one card with management for use in the event of an emergency presenting the threat of immediate harm to person or property. All cards will be registered with management. All cards must be returned to management upon move-out. If a card is lost or stolen the owner must notify management immediately, so that the card can be removed from the system to help ensure the security of the Condominium. Damaged cards should also be returned to management, so the cards can be removed from the system and new cards can be issued. Owners will be charged a

fee for replacement cards that are issued and for cards that are not returned to management upon move-out.

15. **Parking Garage**

15.1 **General**. Parking units are restricted to use for parking of operative motor vehicles; other items and equipment such as bicycles and boats may be parked or kept only in designated areas, if any, on a case by case basis subject to the approval of the Board and the Rules and Regulations. The Board shall require removal of any inoperative vehicle, or any unsightly vehicle, or any other equipment or item improperly stored in parking units. The Association provides for periodic cleaning of the garage, but owners are responsible for cleaning of any oil or other spills within their parking space. Vehicle repair and maintenance is not allowed within the parking garage.

15.2 **Garage Card Keys**. Management will issue one garage and entry door opening device per owned parking unit at no charge. Such card keys will be issued only to the owner of the parking unit or other authorized person authorized by owner in writing. If more than one card key is requested, additional card keys may be issued for a fee. All card keys will be registered with management. All card keys must be returned to management upon move-out or sale of the parking unit. If a card key is lost or stolen the owner must notify management immediately, so that the card key can be removed from the system to help ensure the security of the Condominium. Damaged card keys should also be returned to management, so the card keys can be removed from the system and new card keys can be issued. Owners will be charged a fee for replacement card keys that are issued and for card keys that are not returned to management upon move-out.

16. **Alterations**

16.1 **General**. No owner shall make any structural alterations in or to any of the units; any alteration of the exterior or color of any part of any of the owner's units normally visible from the exterior thereof or from the adjoining common corridor; any change to an installation upon the common elements or limited common elements or any decoration, alter or repair of any part of the common elements (including, without limitation, utility installations); and any improvements or modifications or penetrations of ceilings, demising walls, or walls at the exterior window (the sills under, or heads above), any attachments or modifications to any window or window frame (including drapery rods and the like), and modifications to any plumbing waste lines require the prior written consent in writing of the Board.

Before undertaking any initial build-out, remodeling or alterations in your unit, you must submit the plans and specifications to the Board for review. The plans must be approved by the Board and you and your contractor(s) must attend a mandatory Preconstruction Meeting before work may commence. You are obligated to coordinate a meeting between your contractor(s) and the Condominium's property manager. The Preconstruction Meeting may cover limitations on penetrations of floor, ceiling and walls, noise suppression requirements, staging areas for construction, emergency procedures, working hours, debris disposal, LEED requirements,

elevator use restrictions and scheduling requirements, fire alarm and sprinkler requirements and other issues.

The Board may have the proposed alterations analyzed by an engineer, acoustical firm and/or other professionals selected by the Board at the owner's expense.

See Bylaws Section 7.2 and Exhibits A and C of these Rules and Regulations for specific contractor regulations and other guidelines.

16.2 Window Coverings. The portion of any draperies, curtains or other window coverings visible from outside of any unit must be a solid medium or dark tone neutral color, such as gray, brown, black or natural wood tones to minimize the exterior appearance of the window covering and shall be consistent with and may not detract from the architectural design of the Condominium as determined by the Board.

16.3 Antennae and Satellite Dishes. Any occupant who wishes to make an installation pursuant to FCC Rule 47C.F.R. Section 1.4000 shall obtain the prior written approval of the Board. Such approval may be subject to screening of the equipment and other requirements. The occupant shall submit the information required by the Board for its review, together with a non-refundable application fee of \$200.

17. Maintenance and Repairs

17.1 Units. Except as otherwise provided in the Declaration, Bylaws or Rules and Regulations, all maintenance of and repairs to any residential, commercial or storage unit shall be made by the owner of such unit or units, as described in Section 7.1 of the Bylaws.

17.2 Common Elements and Parking; Air Filters and Heat Recovery Filters. All necessary work to maintain, repair, or replace the common elements, the parking units, the chases serving the fireplaces in residential units, the exterior window washing, and the changing of air filters and heat recovery filters in the residential heating and air conditioning units will be the responsibility of the Association and will be charged to the owners as a common expense as applicable. Residential owners are required to allow the property manager access to the unit to change the air filters and heat recovery filters. However, if such maintenance, repairs or replacement have been necessitated by acts or omissions of an owner by reason of which the owner is responsible under applicable law or under the Bylaws for all or a portion of the cost thereof, such costs shall be charged solely to the owner so responsible. (Declaration Section 11.1, Bylaws Section 7.1(b)).

18. Insurance

18.1 Each owner or tenant shall maintain, at his or her own expense, the insurance coverage they are required to maintain under Section 8.1 of the Bylaws and shall furnish the Association proof of such insurance coverage.

19. **Enforcement of Rules**

19.1 **Procedures.** Violations of the Declaration, Bylaws and/or Rules and Regulations should be reported to management in writing. Reporting violations orally to on-site management personnel is insufficient to record the violation for purposes of enforcement. Violations that cannot be resolved by management will be reported to the Board for further action.

19.2 **Enforcement by the Board.** If the Board intends to take enforcement action against a resident for violation of the Declaration, Bylaws or the Rules and Regulations, the Board will notify the resident in writing of the infraction and the potential enforcement action. The resident will be given an opportunity to present a response or explanation to the Board. The Board may, in its discretion, institute mediation proceedings to resolve the dispute. If the Board determines that enforcement action is warranted, the Board may take all action necessary to enforce the Declaration, Bylaws and these Rules and Regulations, including without limitation the imposition of fines, placing a lien on the resident's unit and commencing collection proceedings, and instituting legal action for injunctive relief.

19.3 **Fines.** The Board may levy fees, late charges, fines and/or interest against the owners for violations of the Declaration, Bylaws, and/or Rules and Regulations in accordance with a schedule of fees, charges and fines adopted by the Board. Unpaid fines will bear interest at the rate of 1.5% per month or portion of a month, compounded monthly, and the Association may file liens against the owner's property on unpaid fines as permitted by the Declaration, Bylaws and applicable law.

20. **Extended Absence**

Before a resident leaves a unit for any extended absence, the following preparations should be made: (a) turn off valves for washing machine water supply, (b) turn off valve for refrigerator water supply, (c) turn off gas valves for fireplace, barbeque, stove, and other gas appliances, (d) close, fully latch and lock the exterior doors and windows, (e) notify the property manager that you will be away and how to reach you in the event of an emergency, and (f) consider having someone watch your home in your absence (and notify the property manager of any such person).

21. **Adoption of Rules and Regulations**

In addition to the Rules and Regulations contained herein, the Board from time to time may adopt, modify, or revoke such Rules and Regulations governing the conduct of persons and the operation and use of the units and the common elements as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the Condominium. Any such Rules and Regulations may be amended, modified or revoked by the owners in the same manner as the Association Bylaws. A copy of the Rules and Regulations, upon adoption, and a copy of each amendment, modification or revocation thereof, will be delivered by the Board promptly to each owner and will be binding upon all owners and occupants of all units from the date of delivery. (Bylaws Section 7.5(m)).

**ADDENDUM B
ATWATER PLACE CONDOMINIUMS
UNIT OCCUPANCY INFORMATION FORM**

Unit Number _____
Date of Purchase _____

Owner's Name(s) _____
Home Phone _____

Owner's Mailing Address:

Please include me on resident directory _____ e-mail Address? _____

Owner Occupied? YES ___ No ___ Work Phone _____

Names of Occupants of Units:

Adults: _____

Children: _____ Age: _____
_____ Age: _____

Occupant's Telephone Number: Home: _____
Work: _____

Do you use a Rental Agent? YES ___ NO ___

If yes, who?

Emergency Contact: _____ Do they have keys to unit? _____

Address: _____

Phone: Home _____ Work _____

Does your unit have an alarm system? YES ___ NO ___

Monitored By _____

Registration of Vehicle(s):

Make Color Year License # State Parking Space Number

Make Color Year License # State Parking Space Number

Pets? YES ___ NO ___ Type of Pet _____

Name of Pet and Description, i.e., sex, breed, weight & color: _____

Name of Lender (To ensure certificates of insurance are issued):

Address: _____

I have _____ don't have _____ copies of the Association's Declaration, Bylaws, Owners Manual.

Management would appreciate it if occupancy information is kept current at all times as it is the only way we can provide services to the appropriate party. If additional forms are needed, call the Management Office at 503-224-1460. Thank you.

ADDENDUM C
ATWATER PLACE CONDOMINIUMS
CONTRACTOR 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 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 503-224-1460.
2. Contractors/service people can avoid problems by contacting the management office that will then schedule a project orientation.
3. Working Hours: 7:30 A.M. to 5:00 P.M., Monday through Friday, 10 A.M. to 5 P.M. Saturday. No work is allowed on Sundays or holidays. No work creating a disturbance to the common areas or noise is allowed on weekends unless it's of an emergency nature.
4. It's the owner's responsibility to let service personnel into their building and to maintain the security of the building. Contractors are not allowed to prop open exterior doors.
5. If delivery of materials and/or equipment necessitates the extended use of the elevator, it must be scheduled at least 48 hours in advance with management (503-224-1460).
6. Contractors/service people can park their vehicles only in the street or the unit owner's garage space. The contractor should contact management to arrange to have elevators padded for delivery of equipment and materials.
7. Contractors/service people are required to clean all common areas (i.e. elevators, hallways, etc.) of trash, dirt, dust, etc. caused by their work. This shall be done as needed but no less than once a day by 5:00 p.m.
8. Contractors/service people are expected to remove all their work debris from the property (i.e. sheetrock, carpet, etc.). 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.
9. Power equipment cannot be used in the common areas nor can materials be stored in the common areas. All cutting, sawing, materials, etc. are to be used or stored inside the unit.
10. 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. Unit owners shall provide the management office with written notice at least 72 hours prior to work being performed. 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.

11. 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.

12. Any work that will create an odor and/or potentially be a risk to life and safety of other unit owners must be scheduled with management at least seventy-two (72) hours in advance. Any such work not scheduled will be stopped until the requirements of the Association have been met (e.g., solvent, sealers, lacquers, x-ray to locate, etc.).

13. Post-Tension Slabs. The building contains post-tension slabs, each of which contains steel tendons located in various places under extremely high tension. Sawing, cutting, coring, or drilling into the post-tension tendons can cause serious injury or death. Therefore, in addition to the requirements of Section 7.5 of the Bylaws, in no event shall any owner, whether of a Commercial or Residential unit, or any agents, employees, permittees, or licensees of any owner be permitted to bore, drill, or penetrate into in any way the post-tension slab without the prior written consent of the Board of Directors. The Board of Directors will not grant such consent unless the owner has first presented written documentation to the Board of Directors from a licensed and bonded contractor that the post-tension slab has been properly x-rayed and that it can be bored, drilled, or penetrated without adverse impact to the components of the post-tension slab. The Board of Directors shall have the sole and exclusive discretion to grant such consent. In exercising its discretion, the Board of Directors shall not be deemed to be endorsing or certifying the quality, safety, or accuracy of such work itself. Any such work shall be undertaken by owner at owner's sole risk and the Board of Directors shall have no liability whatever for any consequences of such work. (Bylaws Sec. 7.6).

14. Unit owners are required to make a copy of these Contractor Regulations an addendum to all contracts entered into between unit owner and contractor.

15. If contractor does not abide by these Contractor Regulations, a Regulation Enforcement Fee can be issued against the unit owner. The Regulation Enforcement Fee will be administered as follows:

Minor Infractions

First Infraction:	A verbal and/or written warning.
Second Infraction:	\$150 fee
Additional Infractions:	Fee will double upon each additional infraction.

Major Infractions

First Infraction:	\$500 fee
Additional Infractions:	Fee will double upon each additional infraction.

It will be at the sole discretion of the Board of Directors and management as to whether a Regulation Enforcement Fee will be assessed and if it is a minor or major infraction. The unit owners have the right to appeal any assessment before the Board of Directors.

16. Any expenses incurred by the Association for noncompliance with these regulations will be back charged to the unit owner for whom the contractor is working.

17. NOTE: It is to the benefit of all parties concerned that management, the unit owner and contractor work together. Please call 503-224-1460 with any questions. See Addendum A for Remodeling and/or Improvement Information Form.

**ADDENDUM D
MOVE IN/MOVE OUT FORM**

Name: _____

Unit: _____

Daytime Phone: _____

Mobile Phone: _____

Evening Phone: _____

Proposed dates of move: _____

Are you using contracted help for your move in/move out? (circle one)

YES

NO

If yes, then please fill out the information below:

Name of Service: _____

Address of Service: _____

Telephone of Service: _____

Please sign below acknowledging that you have received and read the Association Move In/Move Out Guidelines and that you understand what will be required of you during the move in process.

Signature of Unit Owner: _____

Date: _____

**ADDENDUM E
VIOLATION REPORT FORM**

Mail form to:

PREM GROUP
351 NW 12th Avenue
Portland, OR 97209
c/o Atwater Place Condominiums

Your Information (Required in order to process the form):

Name: _____ **Date:** _____

Address: _____

Home Phone: _____ **Business Phone:** _____

Violation Information:

Please provide the name (if known) and address of the Unit where the violation is alleged to be taking place.

Name(s): _____

Address: _____

Summary of Alleged Violation(s): _____

On what day(s) and at what time(s) did or does the violation take place?

Additional Reporting Unit Owner's Information

If the violation is not verifiable by way of a visual inspection of the Condominium, then signatures of Unit Owners representing two (2) separate units, within the Condominium, may be required to initiate the Association's violation procedure.

1) Unit Owner's Name: _____

Address: _____ **Phone:** _____

2) Unit Owner's Name: _____

Address: _____ **Phone:** _____

ADDENDUM F
POLICY STATEMENT FOR OPEN FORUM
AND BOARD MEETING CONDUCT

The Board of Directors welcomes resident attendance at the Board meetings, to observe business matters that take place involving the corporation.

In order to give you an opportunity to address the Board, we've set aside a period of time at each Board meeting (called Open Forum), for homeowners to address the Board of Directors.

The procedure for Open Forum is simple:

Fill out a "Request to Address the Board" form and wait for your name to be called.

State your concern in clear and simple terms, and please limit it to three (3) minutes.

If someone else has already stated the concern but you have something new to be added to the concern already expressed, then please raise your hand to be recognized; however, the Chair may limit participation to once per owner.

Please don't interrupt others while they are speaking.

Maintenance related items are to be directed to the property manager by calling or writing (Open Forum is not the proper venue to report maintenance items).

Please realize that while the Open Forum is a time for you to express an opinion or concern to the Board, you may not receive an immediate response or decision. The Board of Directors will take your concerns into consideration but may not necessarily act upon them at the meeting, unless the concern is vital to an agenda item decision.

Understanding Board Meeting Conduct:

The Board meeting is a meeting of the Directors of the corporation.

As homeowners, you have a vested interest in your community, and you elected the Board members to take care of those interests.

Business matters come before the Board when a motion is made, and seconded. Each motion has a discussion period before a vote is taken. This discussion is to take place only between the Board members (with management, if needed).

When a vote on a motion is taken, it is voted on by the Board members only.

If you would like an item to be considered by the Board to be on the future agenda for a decision please submit your request or suggestion in writing at least a month before the next meeting. If

you only want to orally address the Board, without the Board making a decision at the meeting, your written input can be received up until the day before the Board meeting. (Note: The Board may be unable to make decisions on items until Board members have done the proper research or investigation and had time to consider their findings.)

If you are unable to attend a Board meeting, you are always welcome to send your concerns in writing to the Board of Directors via the management company. Written requests can be sent via fax, mail or email. In order to ensure your concerns are appropriately conveyed, all concerns must be in writing and oral requests will not be accepted by the management company.

DO NOT DELETE THIS SECTION BREAK – Table of Contents begins

ATWATER PLACE CONDOMINIUMS

Rules and Regulations

Adopted by the Board of Directors _____, 2007

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