

AMERICAN PLAZA TOWERS CONDOMINIUM ASSOCIATION

General Rules; Unit Work Requirements; Schedule of Charges, Fees and Fines; Fine Imposition; Collection Policy; Appeals Committee

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AMERICAN PLAZA TOWERS CONDOMINIUM ASSOCIATION

General Rules; Unit Work Requirements; Schedule of Charges; Fees and Fines; Fine Imposition; Collection Policy; Appeals Committee

PART I: General Rules

NOTE: These Rules are effective March 2, 2020, and supersede all prior rules pertaining to the items covered herein.

See also: Association By-Laws Article 7: Use and Occupancy Restrictions; Rules of Conduct

1 Definitions:

- 1.1 The terms used herein have the meanings set forth in the Association Declaration and Bylaws.
- 1.2 Resident: A unit owner and any other person listed on a current Association Unit Occupancy Form.

2 Resident Information and Reporting:

- 2.1 Each owner must keep a current Unit Occupancy Information Form on file with the Association Management (hereafter “Management”).
- 2.2 Hazardous conditions: A resident must report to Management any adverse condition within a Unit that could spread to other Units. These conditions include, but are not limited to, water intrusion, pests, and mold.

3 Leasing/Renting Units and Garage Units: Each Lease or Rental Agreement for a Unit or Garage Unit must require that the owner provide to the tenant, and that the tenant read and comply with, these Rules and the Declaration and the Bylaws of the American Plaza Towers Condominium Association (hereafter “Association”).

- 3.1 A Unit or Garage Unit must not be leased/rented for a period of less than 30 days.
- 3.2 A Unit or Garage Unit must not be advertised as available for a rental period of less than 30 days.

3.3 If a Unit or Garage Unit is leased/rented, that information must be disclosed to Management within two business days.

3.4 A Garage Unit must not be leased/rented to a person who is not a resident.

4 **Common Elements:**

4.1 **General Provisions:**

4.1.1 Common elements are unsupervised; users assume all risk.

4.1.2 A common element exterior door must never be propped or held open unless a resident or security guard is constantly monitoring the door.

4.1.3 Smoking is prohibited in enclosed common elements, breezeways, the garage, and within 25 feet of any entrance or window to the buildings.

4.1.4 Skateboarding, skating, scooter riding and similar activities are prohibited.

4.1.5 A fire alarm must not be set off except in the event of a fire or similar emergency.

4.1.6 Feeding of birds and wildlife is prohibited.

See also: Rule 7.6: Feeding of birds on or from terraces (other than hummingbirds) is prohibited, except for Garden Units.

4.1.7 A vehicle using the ramp or the Plaza (Lobby) level must not exceed 20,000 pounds GVW (10 tons gross vehicle weight). A vehicle marked with a rating greater than 20,000 pounds GVW will be deemed in violation of this Rule.

4.2 **Common Element Fobs and Garage Door Remotes:**

4.2.1 Management shall provide owners of each Unit with two common element fobs and one garage remote per deeded parking space. Management may make available to owners additional fobs, as well as garage door remotes, in the numbers and at fees set by the Board. An owner who leases or rents a Unit and/or Garage Unit must provide the tenant with common element door fobs and/or garage remotes and is responsible for the security and return of the common element fobs and garage remotes.

- 4.2.2 Upon the sale of a Unit and/or Garage Unit, the seller is responsible to deliver to the buyer the number of common element door fobs; garage remotes and storage room master keys issued to the Unit by Management.
- 4.2.3 If a common element fob or garage door remote is lost or stolen, the owner must promptly report the loss to Management and is responsible for the cost of replacement at fees set by the board.

4.3 Pools:

4.3.1 General Rules:

- 4.3.1.1 Users of the pools must comply with the rules and hours posted at the pools.
- 4.3.1.2 Pool classes authorized by the Board are open only to residents.

4.3.2 Pool Parties:

- 4.3.2.1 Pool parties are not allowed, except as authorized under this Rule.
- 4.3.2.2 The Lincoln Pool may not be reserved for exclusive private use.
- 4.3.2.3 The Sivers Pool may be rented for exclusive private use for parties for a maximum of two hours between 9:00 am and 6:00 pm.
- 4.3.2.4 The party host must be a resident.
- 4.3.2.5 All residents and guests must follow all posted pool rules.
- 4.3.2.6 The Association will not provide a lifeguard. The resident host or parent/guardian is responsible to ensure all guests are competent swimmers or adequate supervision is provided for non-swimmers.
- 4.3.2.7 All facilities must be left clean, orderly, and free of garbage.
- 4.3.2.8 A maximum of one party per calendar year may be reserved for each resident.
- 4.3.2.9 A fee shall be charged for each Sivers Pool party as shown in the Association Schedule of Charges, Fees, and Fines. (See PART III)
- 4.3.2.10 The Sivers Pool may not be reserved for exclusive private use on Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas, New Year's Eve, New Year's Day, or when the pool is reserved for regularly scheduled water exercise classes.

4.4 **Trash and Recycling:**

4.4.1 **Trash Chutes:**

- 4.4.1.1 Trash chutes must be used only during the hours posted on the chutes.
- 4.4.1.2 Trash dropped into chutes must be in secured plastic garbage bags.
- 4.4.1.3 Hazardous materials, cardboard boxes, coat hangers, oversized trash, or newspapers must not be placed in trash chutes.

4.4.2 **Recycling and Refuse (Garbage/Trash) Rooms:**

- 4.4.2.1 Residents must sort their refuse and recyclables and place them in the proper containers. Cardboard boxes must be broken down.
- 4.4.2.2 Motor vehicle tires, furniture, paint, major appliances, other large items, or items specifically prohibited by signs in the Recycling and Refuse Rooms must not be left in the recycling/refuse rooms.
- 4.4.2.3 Hazardous materials must not be left in the Recycling and Refuse Rooms, except items for which there are special containers.

4.5 **Bulletin Boards:**

- 4.5.1 Residents may post permitted notices on the designated portion of bulletin boards in the Information Centers.
- 4.5.2 Permitted notices are limited to Association, community and charitable events; advertisement of goods and services for sale by an owner or resident; and advertisement for sale or lease of a Unit or Garage Unit.
- 4.5.3 Postings must state the date of posting and are limited to 30 days.

4.6 **Plaza (Lobby) Level Parking:**

See also: Rule 4.1: A vehicle using the ramp or the Plaza (Lobby) level must not exceed 20,000 pounds GVW (10 tons gross vehicle weight). A vehicle marked with a rating greater than 20,000 pounds GVW will be deemed in violation of this Rule.

- 4.6.1 **Visitors:** Parking for persons visiting a resident is restricted to parking spaces not designated for residents.
- 4.6.2 **Residents:** Parking by residents is limited to 30 minutes. Resident vehicles must display a current resident parking pass. Residents temporarily displaced from their Garage Units by Association activity may park in spaces assigned to them by Management.

- 4.6.3 **Parking Passes:** All visitors must obtain and display a current parking pass. There are three types: Short-Term, Long-Term, and Contractor.
- 4.6.3.1 **Short-Term Pass:** For 8 hours or less. A visitor may only use one Short Term Pass per calendar day. A Short-Term Pass must not be used to park and leave Association property unless the resident being visited will be accompanying the visitor. There are two types: Paper and Owner (Plastic).
- 4.6.3.1.1 **Paper Pass:** A Short-Term Pass issued by Management.
- 4.6.3.1.1.1 A Short-Term Paper Pass must be clearly displayed on the vehicle's dashboard.
- 4.6.3.1.1.2 The issuance of Short-Term Paper Passes is limited to 10 per calendar day per Unit.
- 4.6.3.1.2 **Owner Pass (Plastic):** Management shall provide the Owner(s) of each Unit not more than two permanent Short-Term passes. The Board reserves the right to cancel, alter, or revoke an Owner Pass at any time.
- 4.6.3.1.2.1 An Owner Pass must not be used for more than a total of 8 hours per calendar day.
- 4.6.3.1.2.2 An Owner Pass is only for use by visitors and must not be provided to contractors (i.e., a person doing work or providing services in a Unit). The term "contractor" does not apply to health care providers, persons solely taking pictures, or persons who are visually examining a Unit for purposes such as estimate/bid preparation or construction oversight.
- 4.6.3.1.2.3 An Owner Pass must be hung from the vehicle's rearview mirror.
- 4.6.3.1.2.4 Owners who lease/rent out a Unit may provide their tenants with the Unit's Owner Passes; however, the owner remains

responsible for the security and return of such passes.

4.6.3.1.2.5 Upon the sale of Unit, the selling owner must deliver to the buyer two (2) plastic Guest Parking Permits.

4.6.3.1.2.6 If an Owner Pass is lost or stolen, the owner must promptly report the loss to Management.

4.6.3.1.2.7 Upon request, the Board may authorize the issuance of a replacement Owner Pass at a fee set by the Board.

4.6.3.2 **Long-Term Passes (Paper):** For 8 to 24 hours per calendar day and issued by Management. There is a limit of 14 passes per Unit per calendar month. One pass may cover multiple days, but each calendar day will count toward the 14 Long Term Passes allowed per month.

4.6.3.3 **Contractor Passes (Paper):** A unique day pass issued by Management for use solely by contractors.

See also: Rule 4.6.3.1.2: Definition of “contractor”.

4.6.4 **Parking Violations:**

4.6.4.1 A warning will be issued for a first offense before a vehicle is fined or towed. However, in addition to any other penalty provided in these Rules, a vehicle parked outside of a parking space designated for its use may be towed without prior warning at the expense of the vehicle owner.

4.6.4.2 Repeat offenses are subject to a fine and/or towing at the owner’s expense.

4.6.4.3 A vehicle parked outside a parking space designated for its use may be towed without a prior warning, and at the expense of the vehicle owner.

5 Resident Activities Affecting the Common Elements:

5.1 Moves and Deliveries:

- 5.1.1 Moves and deliveries require a security guard if a resident will not be constantly available to monitor any exterior door which will be used. “Major deliveries” means deliveries of large furniture or fixtures, major appliances, and remodel or construction materials. Any delivery which will require a security guard must be scheduled with Management at least 5 business days in advance.
- 5.1.2 Moves and deliveries are limited to between 8:00 a.m. and 5:00 p.m. on Monday through Saturday, except on major holidays as specified in the Unit Work Requirements in Part II.
- 5.1.3 Moves and deliveries must be made through a Tradesmen’s entrance or garage as directed by Management. A resident involved with a move or delivery at Lincoln Tower must notify Management of the length of the truck to be used, including any ramp.
- 5.1.4 The Association shall provide a security guard as appropriate to monitor a move or delivery. The resident is responsible for all expenses related to the move or delivery.
- 5.1.5 Fees: A move-in fee must be paid to Management at the time of scheduling the move-in. A fee will be charged for any delivery requiring a security guard.

See also: Rule 4.1: A vehicle using the ramp or the Plaza (Lobby) level must not exceed 20,000 pounds GVW (10 tons gross vehicle weight). A vehicle marked with a rating greater than 20,000 pounds GVW will be deemed in violation of this Rule.

See also: Rule 4.1: A common element exterior door must never be propped or held open unless a resident or security guard is constantly present.

5.2 **Units Open to the Public:** Whenever a Unit is open to the public, whether for a realtor open house, an estate sale or any other activity, the owner must comply with the following:

- 5.2.1 Unit owners who intend to open a Unit to the public must notify Management, providing the name, address and phone number of the person in charge of the activity.
- 5.2.2 Such activities must only be held between the hours of 10:00 am and 5:00 pm.
- 5.2.3 No signs are permitted on Association property other than during the hours when the activity is open to the public.
- 5.2.4 Stand-alone signs are permitted as follows: one sign is permitted at the base of the driveway entrance, one at the top of the driveway, and one at the front of the tower in which the activity is held. Signs must not be placed in flower beds.
- 5.2.5 Non-resident visitors of the event must be escorted from the building entry to the Unit and back by a representative of the unit owner. Non-resident visitors to the event must not be allowed access via the remote entry system.
- 5.2.6 The person responsible for escorting visitors to the Unit may place a small informative note at the front door such as “back soon” or “wait for next escort.”
- 5.2.7 A realtor lock box must not be attached to the Unit door.

See also: Rule 6.5: Realtor lock boxes must be stored with Management.

5.3 **Pets:** Residents are responsible for the actions of their pets and the pets of their guests.

- 5.3.1 Pets that are regularly taken through or walked in common areas must be registered with Management by filling out the pet registration section of the Unit Occupancy Information Form.
- 5.3.2 Pets in a common element area, whether indoors or outdoors, must be kept under the physical control of a person responsible for the pet. “Physical control” means the pet is carried in a cage or other container, or on a leash or harness, which is held by the responsible person.

- 5.3.3 No pets are allowed in social, recreational, or planted areas of Association property, other than lawn areas. Pets may transit through lobby areas but are not allowed to loiter.
- 5.3.4 The person responsible for the pet should prevent the pet from depositing pet waste on any interior surface or solid exterior surface of Association property. The person responsible for a pet at the time must remove and dispose of any solid waste deposited by the pet on Association property. If a pet deposits solid or liquid waste in any building on Association property, the responsible person must immediately remove the waste and contact Management so the area may be disinfected.
- 5.3.5 The Board of Directors may determine that a pet is a nuisance and require the pet be immediately and permanently removed from Association property for any of the following reasons:
 - 5.3.5.1 The pet demonstrates menacing behavior other than self-defense towards persons or other pets. A single event of menacing towards a person is sufficient to require removal of a pet.
 - 5.3.5.2 The pet or person responsible for the pet repeatedly violates the terms of Rule 5.3.
 - 5.3.5.3 The pet creates a nuisance by repeated barking or making other noise audible beyond the Unit in which the pet lives.
 - 5.3.5.4 The pet owner fails to maintain sanitary conditions in the Unit in which the pet lives to the extent that pet odors reach beyond the Unit.
 - 5.3.5.5 The pet engages in any other behavior the Board determines to be a nuisance.
- 5.3.6 If a resident has a service or emotional support animal for which the resident would like an accommodation from these rules, the resident must submit the request in writing to Management.

See also: Rule 7.6: Unattended pets must not be sequestered on a terrace.

5.4 Electricity Usage:

- 5.4.1 Electrical outlets may be used by residents for occasional short-term use, such as to vacuum a car or breezeway, to buff a car, or to recharge a battery (excluding electric vehicles).
- 5.4.2 Long term use of common element electric service (including electric vehicles) requires Board approval and payment of any applicable fee.

6 Personal Property Parked or Stored in Common Elements:

6.1 Bicycles:

- 6.1.1 Each bicycle owned by a resident and parked in common elements must be registered with Management and display an identifying sticker issued by Management.
- 6.1.2 Garage Parking:
 - 6.1.2.1 Bicycles must only be parked in a designated bicycle rack assigned to it by Management, except a bicycle parked within a Garage Unit may be locked to an adjacent common element rail.
 - 6.1.2.2 Assignment of bicycle rack spaces is limited to one space per person and two spaces per family unit.
 - 6.1.2.3 Bicycles must be maintained in operable condition. If a bicycle is not in operable condition, Management shall notify the registered owner who shall then have two weeks to correct the problem.
 - 6.1.2.4 Keys to the bike room shall be issued to residents to whom bicycle rack spaces in the bike room are assigned at a refundable fee as set by the Board. Such keys remain the property of the Association. Upon termination of assignment of all of a resident's spaces in the bike room, the resident must return all of the resident's bike room keys to Management.
- 6.1.3 Plaza (Lobby) Level Parking: Bicycle racks are also located on the Plaza parking level.
 - 6.1.3.1 Visitors must not park in a rack for over 24 hours without Management approval.

6.1.3.2 Residents must not park in a rack for more than 30 minutes.

6.1.4 Bicycles must not be taken through the building lobbies.

See also: Rule 7.5: Bicycles are not permitted within four feet of a terrace railing.

6.2 Watercraft:

6.2.1 The Board may designate common element wall space for storage of kayaks, canoes, and similar narrow beam watercraft owned and used by residents. Watercraft stored in common elements must not be more than 18 feet in length, three feet in width, and 75 pounds in weight.

6.2.2 Residents approved to store their watercraft in common elements must provide their own racks and pay the cost of installation by Management, unless a previously installed rack is available.

6.2.3 Once installed, racks become the property of the Association. Rack space will be assigned by Management. No person may use a rack space not assigned to that person. Once a rack space has been assigned to a resident, the resident shall have exclusive use of the rack space as long as he or she continues to store a watercraft on the rack.

6.2.4 Residents approved to store watercraft in common elements must provide Management identifying information for the watercraft.

6.3 Wine Room:

6.3.1 Lockers in the wine room are assigned to residents by Management. Once a locker has been assigned, the resident shall have exclusive use of that locker.

6.3.2 If no lockers are available when a request is received, residents with the largest number of multiple lockers must surrender one or more excess lockers as necessary to meet the demand.

6.4 **Grocery Carts:** As long as they do not interfere with the ordinary use of the common elements, and are clearly labeled with the owner's Garage Unit number, residents may store personal grocery carts in common elements in the immediate vicinity of their Garage Units.

6.5 **Realtor Lock Boxes** must be stored with Management.

7 Family Units:

See also: APTCA By-Laws Article 7: Use and Occupancy Restrictions; Rules of Conduct (e.g., Water Beds Prohibited, etc.).

- 7.1 **Work in a Unit (Remodeling, Redecorating, Repairing, etc.):** Residents must comply with the Unit Work Requirements in PART II.
- 7.2 **Water Heaters:** An automatic leak detection and shut-off valve must be installed for every water heater.

See also: PART II Requirement 22: Water Heaters.

- 7.3 **Hot Tubs:** Hot tubs are prohibited, including on terraces.
- 7.4 **Noise: Residents must exercise extreme care to not create disturbances or make noise that may disturb other residents.**
- 7.5 **Terraces (Balconies):**
 - 7.5.1 Except as reasonably necessary to facilitate remodeling or other work in a Unit, nothing may be kept on a terrace other than furnishings designed for outdoor use, electric barbecues, decorations, plant containers, plants, air conditioners, heat pumps, satellite dishes and bicycles.
 - 7.5.2 Heat pumps, air conditioners and bicycles must not be placed within four feet of the railing.
 - 7.5.3 Work on terraces must comply with the Unit Work Requirements in PART II.
 - 7.5.4 Nothing may be thrown or allowed to fall from a Unit or Common Area Breezeway.
 - 7.5.5 Nothing may be attached to or left sitting on the top or exterior sides of the terrace railings except:
 - 7.5.5.1 Plant containers, decorations and security features on the top of perimeter walls of the garden unit terraces.
 - 7.5.5.2 Items permanently attached to the tops of the railings before January 22, 2015.

- 7.5.6 Nothing may be attached to terrace metal railings except:
- 7.5.6.1 Garden Unit residents may attach unobtrusive privacy screens to the inside surfaces of the railings.
 - 7.5.6.2 Residents may attach decorations to the inside surface of terrace railings.
 - 7.5.6.3 Residents may attach to the inside surface of terrace railings authorized mesh or glass screens installed pursuant to the PART II Requirement 22.
 - 7.5.6.4 Holiday decorations attached to the inner surfaces of the railings for not more than sixty days during the calendar year.
 - 7.5.6.5 Residents must remove and re-install anything attached to the railings as necessary for painting or other maintenance of the railings.

See also: 7.5: Flags.

- 7.5.7 Residents must keep terrace drains clear of anything that obstructs the flow of water, including making arrangements to have the drains regularly inspected during periods of extended absence.
- 7.5.8 Open flame devices, smokers, and deep fat fryers are prohibited.
- 7.5.9 Feeding of birds on or from terraces (other than hummingbirds) is prohibited, except for Garden Units.
- 7.5.10 Unattended pets must not be left sequestered on a terrace.
- 7.5.11 **Flags:** The flag of the United States of America may be displayed on a terrace pursuant to federal law and the following:
 - 7.5.11.1 The flagpole must be installed pursuant to the PART II Requirement 22.
 - 7.5.11.2 The flag must be of a suitable size so that it does not touch anything beneath it, including the top of the railing.
 - 7.5.11.3 The flag must be kept in good condition.

8 Garage Units:

- 8.1 Resident parking permits are assigned by Management to each vehicle registered to use a Garage Unit. A current parking permit must be placed on the vehicle as directed when the permit is received.
- 8.2 In addition to any other penalty provided in these Rules, a vehicle parked in a Garage Unit without consent of the owner or parked in a common element of the garage building outside of the designated parking spaces, may be towed without prior warning at the expense of the vehicle owner.
- 8.3 Storage:
 - 8.3.1 Except as otherwise provided in these Rules, only vehicles and the equipment described in Section 5 of the Association Declaration, bicycles, personal carts and disability health aides may be stored within a Garage Unit.
 - 8.3.2 An Association approved bicycle rack or hooks may be attached to a common element wall contiguous to the Garage Unit, provided that bicycles stored on a rack or hooks must be within the Garage Unit.
 - 8.3.3 A bicycle or personal cart stored within a Garage Unit may be locked to an adjacent common element rail.

9 Fines:

- 9.1 A fine may be levied against a Unit owner pursuant to the Fines Imposition Policy (see PART IV) for violation of any provision of the Association's Declaration, Bylaws, or these Rules. Owners shall be subject to fines hereunder for Rule violations by the owner, a tenant of the owner, a guest of the owner, a hired worker, or by an uncorrected condition existing at the time the Unit was purchased.
- 9.2 Fine amounts are specified in the Schedule of Charges, Fees, and Fines in PART III.

10 Exclusion from Common Elements: A resident, pet, guest or hired worker may be excluded from a portion of the common elements for repeated and/or willful violation of a Rule related to that portion of the common elements.

10.1 The procedure for imposing an exclusion is the same as the procedure set forth in the Board's policy for imposing a fine in PART IV. A separate proceeding is not required, and an exclusion may be imposed concurrently with or in lieu of any imposition of a fine.

10.2 A resident may be excluded from attending meetings of the Association, its Board or its Committees for disruption of those meetings. Exclusion from such a meeting may be made by its Board or its committee chairperson of the meeting, subject to being overruled by a majority of the members of the Association, Board or committee in attendance.

10.3 The duration of an exclusion order shall be determined by the Board. Subsequent exclusion orders for violation of the same Rule or a prior exclusion order shall be determined by the Board.

AMERICAN PLAZA TOWERS CONDOMINIUM ASSOCIATION

General Rules; Unit Work Requirements; Schedule of Charges, Fees and Fines; Fine Imposition; Collection Policy; Appeals Committee

PART II: Unit Work Requirements (including Remodeling, Redecorating, Repairing, etc.)

NOTE: These requirements are effective March 2, 2020, and supersede all prior rules and requirements pertaining to the items covered herein.

See also: Association By-Laws Article 7: Use and Occupancy Restrictions; Rules of Conduct

20 General Project Management:

20.1 Unit Work Application: All work to be performed in a Unit requires prior submission of a Unit Work Application form (Attachment A).

20.1.1 Association to respond in writing within 45 days of receipt of properly completed application packet. Approved Unit Work Applications expire one year from the approval date. Expired Applications may be extended at Management’s discretion.

20.2 Work by Owner: If an owner does not engage a contractor or service person, these requirements apply to the owner.

20.3 Categories of Work: Unit work is divided into three (3) categories as set forth in Attachment B, each of which requires different documentation and approval procedures as follows

Category	General Description
I	Includes all work which does not require approval from the Association. The Application allows Management to track projects and provide notice of noise, etc.
II	Includes all work which, provided that certain specifications are followed, has already been deemed acceptable by the Board of Directors.
III	Includes all work which would generally fall under “major remodel”. This may involve adding or removing interior walls, doors, plumbing, or electrical, among other things. The Application form must be submitted with all related supporting items, which may include architectural drawings, electrical or plumbing plans, material samples, etc.

20.4 **Approval Requirements for Categories II and III:** Category II and III Applications require the specified written approval, as well as completed Hold Harmless Agreement in advance of starting work.

20.5 **Application Submission Lead Time:** Except in emergency situations, the Unit Work Application must be submitted with at least the following lead times ahead of the planned work start date:

Category I - 3 Business Days	Category II - 7 Business Days	Category III - 30 days
No formal approval required	Property Manager approval required	Unit Work Committee or Board approval required
	Category II and III Applications may require additional information be exchanged and/or study conducted prior to approval. Due to this possibility, no guarantee can be made that an application will be approved within the above-indicated lead time, so the earlier an Application is submitted, the better chances of obtaining an approval in time for the desired start date. Work may not begin until written approval is issued.	

20.6 **Working Hours:** See “Contractor and Service Person Requirements and Information” (Attachment C) for the definition of “Working Hours.”

20.7 **Contractors:**

20.7.1 The owner must provide APTCA with contractor(s) information, including the Oregon Construction Contractor’s Board (CCB) license number.

20.7.2 The owner must provide all contractors/suppliers involved with the project a copy of the Contractor Requirements (included as Attachment C). It is the owner’s responsibility to ensure all contractors and services people follow all APTCA Unit Work Requirements including the Contractor Requirements. Any expenses incurred by APTCA for non-compliance with these requirements will be charged to the owner.

20.7.3 All contractors and their subcontractors must observe all applicable regulatory requirements, including OSHA guidelines.

20.8 **Permits:** It is the owner’s responsibility to ensure all permits required for the work are obtained from any regulatory agency having jurisdiction. Permit copies must be submitted to the Property Manager on request. Work requiring a permit may only be performed by a contractor licensed by the Oregon CCB.

- 20.9 **Construction Waste:** Contractors must provide their own disposal method. It is not permissible to use any APTCA refuse bins or enclosures for any construction-related waste, including but not limited to asbestos, paints, adhesives, plaster, drywall, wood, metals, carpet, tile, stone, etc. If a dump box is required, the owner must contact the Property Manager's office to obtain an approved location. Paint or any toxic chemicals must not be disposed of in any Refuse & Recycling (Garbage/Trash) room, toilet, drain, or anywhere else on Association property.
- 20.10 **Equipment Set Up:** Power equipment must not be used in the breezeways, nor may materials be stored in the breezeways. All cutting, sawing, materials, etc. are to be used and stored inside the Unit (including the Terrace).
- 20.11 **Inspection:** For Category II or III remodels, the Board or its authorized representative shall have the right, at any reasonable time, to inspect work as it progresses to determine it is in compliance with the documents that have been submitted. Such inspections will not be construed as an approval of the construction, materials, or installations.
- 20.12 **Fines for Violations:** See APTCA's Schedule of Charges, Fees and Fines in PART III.
- 20.13 **Appeal:** The applicant or any concerned resident may appeal approval or denial of an application by submitting the appeal in writing to Management within 10 days after the date of the written decision. The Board may consider the appeal at its next regular meeting, or a special meeting, at the discretion of the Board chair. The Property Manager will notify the appellant in writing of the date, time and place the Board will meet to consider the appeal. The appeal must include any new information from the owner as to the application previously considered. The resident appealing must set forth reasons why it is believed the decision should be changed.

21 Hazardous Conditions:

- 21.1 **Asbestos:** The "popcorn" on the ceilings in the Lincoln and Grant towers contain 10-15% asbestos fibers. Asbestos has also been found in drywall compound and sheet flooring adhesive in all buildings. Board approval is required prior to cutting or drilling into, or otherwise disturbing, any area where asbestos is known to potentially be present. If approval is given, before commencing work the Oregon Department of Environmental Quality (DEQ) must be contacted for a copy of the regulations

concerning penetration of materials containing asbestos. All applicable laws governing working with asbestos must be followed.

- 21.2 **Post-Tension Cables (Ceilings/Floors):** The buildings contain post-tension cables in each floor and ceiling, which are under extremely high tension. In no event may any owner, or any agent, employee, permittee or licensee of any owner, cut, bore, drill or otherwise penetrate into, in any way, the concrete slabs (floor/ceiling) without the prior written approval of the Board. Even with written approval, the maximum permitted penetration is one inch (1”).

The Board will not grant such approval unless the owner first presents written documentation 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 shall have the sole and exclusive discretion to grant approval. In exercising its discretion, the Board will not be deemed to be endorsing or certifying the quality, safety, or accuracy of such work itself. Any such work shall be undertaken by the owner at the owner’s sole risk, and the Board shall have no liability for any consequences of such work.

- 21.3 **Natural Gas:** The use of natural gas is strictly limited to fireplaces.

22 Specific Item Requirements:

See also: APTCA Rule 7 and APTCA Bylaws Article 7: Use and Occupancy Restrictions; Rules of Conduct (e.g., Water Beds Prohibited, etc.).

- 22.1 **Air Conditioning Units:** Category II work. No air conditioning unit may be installed into flat wall surfaces or windows on the exterior of the building, or on the elevator breezeway. Air conditioning units must not be installed within four feet of the terrace railing. The Property Manager’s office has specifications for installation.

- 22.2 **Antennas:** See **Satellite Dishes/Antennas.**

- 22.3 **Bicycle Rack (Garage Unit):** Category II work. Bicycle racks may be placed within a Garage Unit and attached to a common area wall contiguous to the Unit, provided that bicycles stored on the rack are also within the Garage Unit. The Property Manager’s office has specifications for installation.

- 22.4 **Breezeway Corridor:** The elevator breezeway is a common area which must not be painted or otherwise have its walls decorated by a resident. Residents must comply with fire inspector instructions and must not put anything in the corridor that would

- impede firemen, firehoses, stretcher bearers or other emergency personnel. Nothing may be stored in the breezeway corridor.
- 22.5 **Breezeway Door Alcoves:** If a Unit has an alcove outside the door on the breezeway, the alcove is a common area. Residents must not paint door alcove walls or attach anything to them or penetrate them in any way, with the exception of an Association-approved doorbell, light fixture, door gate, and one decorative item.
- 22.6 **Breezeway Storm / Noise Abatement Windows:** Category II work. The Property Manager's office has standard specifications for exterior installations of breezeway storm windows.
- 22.7 **Ceiling/Floor Penetration:** Category III work. Even with written approval, the maximum permitted penetration is one inch (1").
- 22.8 **Door:** Category I work. The owner must maintain the Unit's outside door. It must meet fire code standards, but may be painted any ONE color as desired, as long as it is not reflective or metallic. The door frame may be the same color as the door. Painted doors, and frames if painted other than the building's accent color, are to be maintained by the owner at the owner's expense. Owners may hang decorative objects, door knockers and/or a personal nameplate on the door. No business names are permitted. A "peephole" and a deadbolt should be installed for security.
- 22.9 **Doorbell:** Category II work. A button doorbell may be wired to the Unit's power from the light switch inside the door. The Property Manager's office must be contacted for the approved style and specifications for installation.
- 22.10 **Door Entry Light:** Category II work. A light fixture may be installed at a Unit's front door, provided it matches the building corridor light fixtures. It must be controlled from a switch within the unit and powered from the Unit's electrical power. It must produce no more than 800 lumens and not have a color temperature which exceeds 2700K. The approved light must be installed by the door, and at the same height as the building corridor lights and in the same vertical orientation. The Property Manager's office may be contacted for source information regarding building fixtures.
- 22.11 **Door Gates:** Category II work. A gate may be installed outside a Unit door. The Property Manager's office must be contacted for the approved style and specifications for installation. The gates must be painted to match the building's accent color. Door

gates that enclose an alcove must not be locked. Pre-1975 door gates at APTCA that are not of the approved design are grandfathered in, but one may not be reinstalled if the current one is removed.

- 22.12 **Door Screen:** Category II work. Screen doors are permitted. The Property Manager's office must be contacted for the approved style and specifications for installation.
- 22.13 **Electric Vehicle Charging Station (Garage Unit):** Category II work. An electrical outlet or electric vehicle charging station may be installed in a Garage Unit, subject to Board policy. An additional agreement specifying all conditions must be signed by the owner. The Property Manager's office must be contacted for details.
- 22.14 **Electrical Systems:** Category III work. The Property Manager's office must be contacted at least one business day in advance of a power shut-off that cannot be accomplished from the Unit's circuit breaker panel.
- 22.15 **Exterior Common Wall Storm Windows:** Category I work. Storm windows for non-breezeway, non-terrace exterior common wall windows must be installed inside the unit on the interior windowsill only.
- 22.16 **Fireplaces:** Category II work. Replacement gas fireplaces may not exceed the size or power rating of the originally installed fireplace.
- 22.17 **Flags (Terrace):** Category I work. The flag of the United States of America may be displayed on a terrace pursuant to Federal law and the following conditions:
- 22.17.1 The flagpole must be entirely within the boundaries of the terrace portion of the Unit.
- 22.17.2 The flagpole must be securely attached to the inner surface of a terrace railing (by U-bolts or anchor bolts), or to a stand on the terrace. The pole and support mechanism must be sufficiently sturdy so that they can withstand the highest winds normally associated with the unit.
- 22.17.3 The flag and pole must be removed and re-installed as necessary for painting or other maintenance of the railing.

See also: Rule 7.5: Flags.

- 22.18 **Flooring (Interior):** Category I work (for carpet) or Category II work (for non-carpet). Various flooring materials may be installed in the unit; however, potential

sound transfer must be considered. Materials must be selected with the requirement that, when installed, the flooring system will attain both an Impact Isolation Class (IIC) test rating and a Sound Transmission Class (STC) of at least 70 (carpet with padding typically provides IIC and STC ratings of 75-85).

If resident complaints are received, the Association may require that a qualified consulting service be engaged to perform an on-site acoustic test to confirm that the flooring in question provides IIC and STC test ratings of at least 70. If it does not, the flooring must be adjusted as necessary to attain proof of IIC and STC ratings of at least 70 in a follow-up test. All such testing and modification of the flooring system will be at owner's expense if the flooring system is determined to be out of compliance. However, the complainant must pay for the testing expense if the flooring system is determined to be in compliance. All final test results must be provided to management for permanent retention.

Exempt from this requirement are the kitchen, entry hall, bathroom, and utility room areas as originally placed by the developer.

- 22.19 **Flooring (Terrace):** Category II work. Terrace floors must be installed and maintained in accordance with the Board's policy in Attachment D.
- 22.20 **Heat Pump Units:** Category II work. A heat pump unit must not be installed within four feet of the terrace railing. No heat pump units may be installed into flat wall surfaces or windows on the exterior of the building or on the elevator breezeway. Contact the Property Manager's office for specifications for installation
- 22.21 **Hot Tubs:** Hot tubs are not permitted in any Unit, including terraces.
- 22.22 **Painting:** Category I work. Only low volatile organic compound (VOC) paints may be used.
- 22.23 **Plumbing Systems:** Category II or III depending on scope of work.
- 22.24 **Satellite Dishes/Antennas:** Category I work.
 - 22.24.1 Satellite dishes must be seated on, but not attached to, the floor and within the perimeter of the Unit's terrace. The dish must be as small as technology can provide at the time of installation, and in no case larger than 1 meter in diameter.
 - 22.24.2 Antennas must be securely mounted in a neat vertical position within the terrace perimeter.

- 22.24.3 Residents must provide specifications on the size, color, location and mounting system of a satellite dish or antenna with the Unit Work Application. Satellite dishes and antennas must be properly grounded, and all safety instructions carefully followed. The paintable portions of a satellite dish must be painted to match the building exterior. The wire from the dish or antenna to the inside of the Unit may be inserted through a small hole drilled in a window or door frame, or threaded through the air conditioner opening. The exterior walls must not be penetrated.
- 22.25 **Screens (Terrace Railing):** Category I work (for mesh) or Category II work (for glass). Owners may attach to the inside surface of terrace railings mesh screens that allow wind to pass through the screen, and are attached to the railings by UV stabilized, heavy-duty, cable ties. A tempered glass or Plexiglas screen may also be installed, but a building permit must be provided to the Property Manager's office if installation requires drilling, welding or other modifications to the railing. All materials must be clear or closely match the color of the railing. Owners must remove and re-install anything attached to the railings as necessary for painting or other maintenance of the railings.
- 22.26 **Storm Doors and Storm Windows (Terrace):** Category II work. Contact the Property Manager's office for the general specifications.
- 22.27 **Sunshades or Awnings (Terrace):** Category II work. The Property Manager's office must be contacted for the approved specifications as to color and installation.
- 22.28 **Toilets:** Water-pressurized toilets are not permitted. Water-pressurized toilets installed prior to January 22, 2015 are grandfathered in, but one may not be reinstalled if the current one is removed.
- 22.29 **Unit Numbers:** Mounted outside the breezeway door of each Unit must be a number that matches the number in the APTCA Declaration. In the case of penthouses or multiple-joined units the number at the door used as the main entry must correspond with the address of record, or the owner must change the address. Breezeway-mounted numbers to units may not be removed, even if that number is not used as the address or primary unit designation.
- 22.30 **Vents (Noise Mitigation for Lincoln Tower Only):** Category II work. Lincoln Tower Unit owners may install a vent in the wall between the living unit and the

terrace to facilitate air flow where opening the windows or terrace doors introduces excessive noise. The Property Manager's office must be contacted for the specifications as to allowed locations, conditions, and cover specifications.

- 22.31 **Wall Penetration:** Category III work. If the work to be performed will require penetration of a wall to install or replace wires or pipes, or it will affect the structural integrity of the Unit, then Management must be contacted at least 30 days in advance to obtain written approval to perform such work. Unless otherwise approved, the maximum penetration into a wall is two inches (2").
- 22.32 **Water Beds:** Water beds are not permitted.
- 22.33 **Water Heaters:** Category II work. Upon installation of a new water heater, the resident must clearly and permanently mark on it the installation date and length of the manufacturer's warranty. An automatic leak detector and shut-off valve must also be installed. The Property Manager's office may be contacted for more information. NOTE: The City requires that an Oregon CCB licensed plumber must perform all water heater installations.
- 22.34 **Window Grills/Gates:** A gate or grill may not be installed outside a breezeway window. Pre-1975 grills/gates are grandfathered in, but one may not be reinstalled if the current one is removed.

AMERICAN PLAZA TOWERS CONDOMINIUM ASSOCIATION
APPLICATION FOR UNIT WORK (Remodeling, Redecorating, Repairing, etc.)

Re: APTCA Unit # _____

Highest Category (see Attachment B) Included in Scope of Work: I II III

CATEGORY I: In accordance with the Unit Work Requirements, I am giving notification of my intent to perform work in the above Unit as described below.

CATEGORY II or III: In accordance with the Unit Work Requirements, I request approval of work to be performed in the above Unit as described below. I have signed the Agreement on Page 2.

Expected Start Date: _____ Expected Finish Date: _____
(Maximum One Year from Expected Start Date)

Description/Scope of Work _____

Contractor/Supplier Name: _____ License # _____

Address: _____ Contact: _____
_____ Telephone: _____

Contractor/Supplier Name: _____ License # _____

Address: _____ Contact: _____
_____ Telephone: _____

(If there are additional Contractors or Suppliers, please provide their information on a separate sheet.)

I will provide the “Contractor Regulations” in PART II, Attachment C, to all contractors and suppliers involved in my project. I understand and agree that I am responsible to make sure they comply, and any fines for violations will be my responsibility.

I agree to inform the Property Manager in advance of any changes in the above plans. I will direct the contractor or supplier to advise the Property Manager in advance of arrival at American Plaza Towers to perform work.

I understand that APTCA reserves the right to stop any project. If my project disturbs APTCA residents’ quiet enjoyment, structural safety and/or security, I understand and agree that I will be required to resolve the issue in a timely manner.

I certify that I have read the following regarding my owner responsibilities: Declarations 4 and 7; and Bylaws Articles 6.6, 7 and 8.

Owner/Applicant Signature: _____ Date: _____

Co-Owner/Applicant Signature: _____ Date: _____

Phone #(s): Home _____ Work: _____

E-mail: _____

NOTE: 1 Unit owners must sign the application. Contractor’s signatures for property owners will not be accepted.

2. Any deviation from the information provided above must be disclosed and submitted for approval on a revised Application for Unit Work before work may continue.

3. Association to respond in writing within 45 days of receipt of properly completed application packet.

(OVER)

**AMERICAN PLAZA TOWERS CONDOMINIUM ASSOCIATION
APPLICATION FOR UNIT WORK (Remodeling, Redecorating, Repairing, etc.)**

The following is required for a Category II or III request:

INDEMNITY AND HOLD HARMLESS AGREEMENT

See also: APTCA Declarations 4 and 7, and Bylaws 6.6, 7 and 8.

In consideration of the authorization granted, I agree to indemnify and hold harmless American Plaza Towers Condominium Association its agents employees, officers and directors, from any and all claims, damages, liability, causes of action or suits, including economic and emotional damages, attorney fees and costs, now existing or which may exist in the future, known or unknown, in any way, directly or indirectly, caused by or relating or attributable to the modification/construction relating to the Unit(s) or the general common elements, including claims arising during the course of the modifications themselves.

Owner/Applicant Signature: _____ Date: _____

Owner/Applicant Printed Name: _____

Co-Owner/Applicant Signature: _____ Date: _____

Co-Owner/Applicant Printed Name: _____

APTCA USE ONLY	
Cat. I	Notification received: By: _____ Date: _____ Property Manager
Cat. II	<input type="checkbox"/> Owner Signature(s) for Indemnity and Hold Harmless Agreement <input type="checkbox"/> Contractor(s) Certificate of Insurance naming APTCA as an additional insured. Approved Start Date: _____ Notification Date: _____ Application is <input type="checkbox"/> approved <input type="checkbox"/> denied for the work described. Reason (if denied): _____ By: _____ Date: _____ Property Manager
III	<input type="checkbox"/> Owner Signature(s) for Indemnity and Hold Harmless Agreement <input type="checkbox"/> Contractor(s) Certificate of Insurance naming APTCA as an additional insured. Approved Start Date: _____ Notification Date: _____ Application is <input type="checkbox"/> approved <input type="checkbox"/> denied for the work described. Reason (if denied): _____ By: _____ Date: _____ UWC Member or Board Chair Signature Printed Name: _____ Date: _____

Please use the Property Manager's mailbox for submission of these forms.

AMERICAN PLAZA TOWERS CONDOMINIUM ASSOCIATION

CATEGORIES OF UNIT WORK (Remodeling, Redecorating, Repairing, etc.)

CATEGORY I: Category I work is defined as follows:

- **Interior Surfaces:** Replacement of carpeting, window treatments, mirrors, and wall covering. Painting, whether requiring an outside contractor or not. Installation, replacement, or modification to interior storm windows.
- **Interior Appliances/Fixtures:** Replacement of appliances, sinks, plumbing fixtures/faucets and bathroom fixtures. (NOTE: Replacement of a water heater is Category II work.)
- **Interior Utilities:** Interior lighting, electrical work, and plumbing work that does not require modification to common elements.
- **Terrace/Balcony:** Installation of flagpole, windscreen, satellite dish, or antenna.
- **Elevator Breezeway:** Replacement, painting, or modification of a unit door, screen door, or door gate; or installation of a door gate outside unit door that will not enclose an alcove.

Category I work can proceed as follows:

- 1 Complete and submit the Unit Work Application (Attachment A), indicating Category I, at least three business days prior to the anticipated start date. The application informs the Property Manager of the scope of work.
- 2 Obtain specifications for replacement or additions from the Property Manager, if necessary.
- 3 Proceed with the work in a timely manner. Every effort must be made to not inconvenience other residents.

CATEGORY II – Category II work is defined as follows:

- **Interior:** Installation or replacement of any non-carpet flooring including cork, hard wood, etc.
- **Interior Appliances/Fixtures:** Replacement or installation of shower pans which have waterproofing membranes or converting from a tub to a shower, replacement fireplaces, and replacement water heaters. (NOTE: The City requires that an Oregon CCB licensed plumber must perform all water heater installations.)
- **Terrace/Balcony:** Replacement or addition of sunshade or awning, air conditioner or heat pump, storm doors, storm window, flooring (tile, carpet, etc.). Replacement of a vent (Lincoln Tower only).
- **Common Elements (Elevator Breezeways):** Replacement or addition of storm/noise abatement windows, button doorbell, door entry light, screen door, or a window grill/gate on the breezeway, or installation of a door gate outside a unit door that will enclose a doorway alcove. Replacement of a vent (Lincoln Tower only). (Garage Units): Installation of bicycle rack on common wall contiguous to Garage Unit.

Category II approval procedures are as follows:

- 1 Complete and submit the Unit Work Application (Attachment A), indicating Category II, at least 7 business days prior to the anticipated start date. The application informs the Property Manager of the scope of work and requests approval.
- 2 Obtain specifications for replacement or additions from the Property Manager, if necessary.
- 3 Obtain approval from the Property Manager prior to proceeding with work.
- 4 Proceed with the work in a timely manner. Every effort must be made to not inconvenience other residents.

AMERICAN PLAZA TOWERS CONDOMINIUM ASSOCIATION

CATEGORIES OF UNIT WORK (Remodeling, Redecorating, Repairing, etc.)

CATEGORY III – Category III work is defined as follows:

- **Interior:** Carpentry or construction work, including addition or removal of interior walls and/or new cabinetry.
- **Common Elements:** Any work that requires modification of the common elements, requires cutting or drilling into a wall to install or replace wire or pipes, common wall/ceiling/floor alterations, or any work that could have a potential impact on the building appearance, structural and/or architectural integrity.

Category III approval procedures are as follows:

- 1** Complete and submit the Unit Work Application (Attachment A), indicating Category III, at least 30 days prior to the anticipated start date. Provide drawings or other information as requested by the Unit Work Review Committee or Board, at the owner’s expense. The application informs the Property Manager of the scope of work, who will then forward the application to the Unit Work Review Committee for approval.
- 2** Obtain Unit Work Review Committee or Board approval prior to proceeding with work.
- 3** Owner must ensure all permits required by governmental authorities are obtained in advance of starting work.
- 4** Proceed with the work in a timely manner. Every effort must be made to not inconvenience other residents.

AMERICAN PLAZA TOWERS CONDOMINIUM ASSOCIATION

CONTRACTOR AND SERVICE PERSON REQUIREMENTS

1. Problems can be avoided by contacting the Property Manager to schedule a project orientation.
2. Contractors must provide to the Property Manager their CCB license number and an Insurance Certificate; the certificate must have the following information within the certificate holder section, as well as being listed as the additional insured:

American Plaza Towers Condominium Association
2211 SW First Avenue, Suite 1805
Portland, OR 97201

3. Working hours are 8:00 am to 5:00 pm, Monday through Friday. No work is allowed on weekends or the following holidays, except of an emergency nature:

New Year’s Day (Jan. 1)	Thanksgiving Day (last Thu. in Nov.)
Memorial Day (last Mon. in May)	Christmas Eve (Dec. 24 after 12 noon)
Independence Day (4 th of July)	Christmas Day (Dec. 25)
Labor Day (1 st Mon. in Sept.)	New Year’s Eve (Dec. 31 after 12 noon)

4. A vehicle using the ramp, or the Plaza level must not exceed 20,000 pounds GVW (10 tons gross vehicle weight). A vehicle marked with a rating greater than 20,000 pounds GVW is in violation.
5. Contractors/service people must check in with the concierge daily upon arrival and receive a parking pass. Vehicles may be parked 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. Vehicles may only be parked Monday through Friday, 7:30 am – 5:30 pm, on authorized work days.
6. Equipment and materials must only come in through the tradesmen’s entrances, not a building lobby.
7. If delivery of materials or equipment requires the opening of a freight gate and/or the extended use of the freight elevator, it must be scheduled at least one business day in advance with the Property Manager.
8. All common areas (e.g., elevators, breezeways, etc.) must be cleaned of all trash dirt, dust, etc. caused by the work. Cleaning must be done as needed but must be always done by day’s end by 5:00 pm.
9. No construction debris is to be placed in the garbage chutes or rooms. All work debris must be removed from the property (i.e., drywall, carpet, etc.). A dump box may be provided by the contractor if necessary. The Property Manager must be contacted to obtain an assigned location.
10. Power equipment must not be used in the breezeways, nor may materials be stored in the breezeways. All cutting, sawing, materials, etc. are to be used and stored inside the Unit.
11. Work that will penetrate any wall to install or replace wires or pipes, or that may affect the structural integrity of the unit or building, requires that the Property Manager be contacted at least 30 days in advance for written approval. Unless otherwise approved, the maximum permitted penetration is two inches (2”)

(OVER)

CONTRACTOR AND SERVICE PERSON REQUIREMENTS Cont'd

12. A water shut off that will impact another Unit or a common element may only be scheduled for one hour between 10:00 am and 3:00 pm. Contact the Property Manager at least two business days in advance to schedule a water shut off.
13. The Unit and surrounding areas must be properly vented if using materials that may cause noxious fumes or odors. Contact the Property Manager at least three business days in advance of use.
14. If any potentially hazardous materials or products will be used, including but not limited to materials containing volatile organic compounds (VOCs), the appropriate MSDS documentation must be provided to the Property Manager at least two business days in advance.
15. The Property Manager must be notified at least two business days in advance of any loud/noisy work.
16. The Property Manager must be updated as to specific schedules for work, especially those which may emit fumes, odors, or noise.
17. **ASBESTOS HAZARD:** The “popcorn” on the ceilings in the Lincoln and Grant towers contains 10-15% asbestos fibers. Asbestos has also been found in drywall compound and sheet flooring adhesive in all buildings. Board approval is required prior to cutting or drilling into, or otherwise disturbing, any area where asbestos is known to potentially be present. If approval is given, before commencing the work, the Oregon Department of Environmental Quality (DEQ) must be contacted for a copy of the regulations concerning penetration of materials containing asbestos. All applicable laws governing working with asbestos must be followed.
18. **POST-TENSION CABLES (Ceilings/Floors):** The building contains post-tension cables in each floor/ceiling, under extremely high tension. Sawing, cutting, coring, or drilling into the post-tension cables (floor/ceiling) can cause serious injury or death. **In no event shall any owner, or any agent, employee, permittee or licensee of any owner cut, bore, drill or otherwise penetrate into, in any way, the concrete slabs (floor/ceiling) without the prior written Association approval. Even with approval, the maximum permitted penetration is one inch (1”).**

NOTE: It is to the benefit of all parties concerned that the Property Manager, Owner, and contractor all work together. Please contact the Property Manager with any questions.

APTCA Property Manager Contact Information
2211 SW First Avenue, Suite 1805, Portland, OR 97201
Office: 971-888-4103 – Fax: 971-279-5965
E-mail:
elizabeth.viljoen@coastmgt.com

AMERICAN PLAZA TOWERS CONDOMINIUM ASSOCIATION

TERRACE (BALCONY) MAINTENANCE STANDARD

- 1 **Introduction:** The terrace floor surface, patio door, stucco walls between the unit and terrace, and all sealants associated with these elements are the responsibility of the unit owners. For many owners this has been a great benefit because it allows them to “customize” the floor surface to their liking. However, the Association recognizes many of the terrace floor surfaces do not provide the necessary waterproofing and may prevent patio door or stucco wall sealants, or the terrace floor itself, from being properly maintained. It is the intention of this standard to provide some minimum guidelines for proper maintenance of these elements to prevent damage to other units or common elements.
- 2 **Terrace Floor:** The terrace floor is made of concrete which is a porous material. For this reason, the entire balcony floor must have a waterproof barrier. The association recommends as a minimum standard, the application of a polyurethane pedestrian traffic coating such as **Tremco Vulcum 360NF/951NF**. These types of coatings are applied like paint. Manufacturers typically require a certified professional installer to apply these products. A good quality coating has a primer coat, base coat, and top coat. When properly applied, the top coat should last about 7 to 10 years depending on the amount and type of traffic on the terrace. At that time, reapplication of the top coat is suggested and typically does not require replacement of the base or primer coats. Tile is not considered a waterproof barrier and must be installed in conjunction with a system that either includes drainage or is approved for custom finish treatments.

It is highly recommended that the waterproofing application include removal of the patio door in order to extend the waterproofing under the door, and to provide a properly detailed sealant joint over the slab joint in the concrete between the balcony and the living area. The door can be reinstalled after the waterproofing transition is complete.

- 3 **Sealants:** A caulk joint around the patio doors and the base of the terrace stucco wall seals moisture from entering the structure when ponding occurs. The caulk joint must be maintained in good condition and be properly adhered to the balcony floor waterproof barrier and the patio door. Caulk joints are a regular maintenance item and need to be redone every 5 to 10 years.
- 4 **Patio Door Weep Holes:** Most patio doors have weep holes to allow for proper drainage of any water that gets on the door. Residents must take care that the holes are not blocked by debris or the installation of a terrace surface over the level of their drainage.

PART II – ATTACHMENT D

- 5 **Patio Door Replacement:** If a resident replaces a patio door, special care must be taken in the sealing of the new door around the perimeter. The slab joint under the threshold must be sealed and the threshold set in sealant, with sealant tying to the adjacent sealant under the side walls.
- 6 **Association Procedure:** If a leak is detected in a unit at the top of the wall that adjoins the terrace, the association will investigate the above unit's terrace. If any of the above items are found deficient, the resident will be asked to correct them. If the resident disputes the issue, water testing can be done at the resident's expense

AMERICAN PLAZA TOWERS CONDOMINIUM ASSOCIATION

General Rules; Unit Work Requirements; Schedule of Charges, Fees and Fines; Fine Imposition; Collection Policy; Appeals Committee

PART III: Schedule of Charges, Fees, and Fines

Miscellaneous charges, not including fines, are subject to change

1 CHARGES:

- 1.1 Assessment Payment: The APTCA Collection Policy applies (see PART V)
- 1.2 Fobs: \$25
- 1.3 Garage Remotes: \$100
- 1.4 Board Packet: copy - \$10, plus \$5 if mailed
- 1.5 Security Guard: \$31/hour per Security Officer (4-hr minimum)

2 FEES:

- 2.1 Move In/Out: \$750
 - 2.1.1 Existing resident move within complex: \$250
 - 2.1.2 Owners are responsible for Move In/Out fees of renters.
- 2.2 Association Rentals:
 - 2.2.1 Garage Spaces: Annual evaluation (*Contact Management for current rates*)
 - 2.2.2 Storage Units: Annual evaluation (*Contact Management for current rates*)
 - 2.2.3 Long Term Use of Common Element Electricity: Annual evaluation (*Contact Management for current rates*)
 - 2.2.4 Wine Storage Room: Annual evaluation (*Contact Management for current rates*)
 - 2.2.5 Sivers Lounge: \$125 plus (*See Reservation/Rental Agreement, available from Concierge*)
 - 2.2.6 Lincoln Lounge: \$65 plus (*See Reservation/Rental Agreement, available from Concierge*)
 - 2.2.7 Board Room: \$35/\$50 (*See Reservation/Rental Agreement, available from Concierge*)
 - 2.2.8 Sivers Pool for private party: \$135 (*See Reservation/Rental Agreement, available from Concierge*)

3 FINES:

See also: PART IV: Fine Imposition Policy

- 3.1 Unless a specific fine amount is listed under Fines for Specified Violations section below, the fine for a Rule violation is given in the Basic Fine Schedule.
- 3.2 Each day or incident of a Rule violation will be considered a separate violation. Each object dropped; or allowed to fall from a Unit or Common Area Breezeway will be considered a separate incident.

Basic Fine Schedule

Fine	Violation
\$75	Initial Violation
\$250	Second Violation of the same Rule within 21 days
\$500	Third and subsequent violation of the same Rule within 21 days of a previous violation

Fines for Specified Violations

Rule	Fine	Notes	Violation
3.1	\$250	B	Initial violation that significantly jeopardizes health or safety including, but not limited to, dropping or allowing objects to fall from a Unit or Common Area Breezeway
3.2	\$1000	C	Renting/leasing a Family Unit for less than 30 days.
3.3	\$200	D	Failure to disclose the rental/lease of a Family or Garage Unit to Management within 2 business days.
4.1	\$200	A	Propping open unmonitored common element gate or door.
4.4	\$100	A	Placing unapproved items in Trash Chutes or in Refuse & Recycling Rooms.
4.6	\$100	A	Abuse of guest parking by guest of resident, in addition to towing.
5.1	\$500	B	After hours, or unscheduled, move.
5.1	\$100	B	After hours, or unscheduled, delivery.
4.1	\$250	B	Vehicle over weight limit.
10	\$250	B	Violation of an exclusion order (no warnings).
7.1 & 20	\$250	B	Unapproved, or after-hours, remodel.

Notes:

- A The Basic Fine Schedule applies to second and subsequent violations of the same Rule.
- B The fine is \$500 for second and subsequent violations of the same Rule within 21 days of a previous violation.
- C The fine is \$500 for each day of occupation beyond the first.
- D The fine is \$20 for each additional day of nondisclosure.

AMERICAN PLAZA TOWERS CONDOMINIUM ASSOCIATION

*General Rules; Unit Work Requirements; Schedule of Charges, Fees and Fines; Fine Imposition; Collection Policy; Appeals Committee
Miscellaneous Charges and Fees, not including fines, are subject to change*

PART IV: Fine Imposition Policy

1. A written statement alleging an APTCA Rule violation may be made by an owner, resident or management staff and delivered to Management. The statement must include the date, approximate time and nature of the violation, and any identifying information for the person committing the violation. The statement must be signed by the person making it.
2. The statement must be reviewed by the Property Manager or a person designated by the Property Manager for an initial determination of whether further action is required. Unless it appears from the written statement that there has been no violation of a Rule, the initial review must include reasonable efforts to contact the owner alleged to be directly or indirectly responsible for an alleged Rule violation for an explanation of the conduct or condition that allegedly is in violation of a Rule. If it appears there is no violation, the alleging party shall be so notified.
3. Except as otherwise provided in this Policy, if it appears from the written statement and initial review that there has been a Rule violation, and if no warning of violation of the same Rule has been issued to the same owner during the last two years, the Property Manager or designee must mail a written notice by first class mail to the owner at the address shown on the most recent unit occupancy form filed by the owner with Management. The notice must:
 - 3.1 Identify the specific Rule apparently violated and the date or dates and approximate time of the violation;
 - 3.2 State that the purpose of the notice is to warn that a fine will be imposed for any future violation of the same Rule. However, no warning notice will be required under this paragraph if the Rule violation is apparently intentional, or if it jeopardizes the health or safety of residents or others on APTCA property.
4. If it reasonably appears from the written statement and initial review that there has been a Rule violation, and if a notice of violation of the same Rule was required and issued to the

same owner within the last two years or if no warning notice is required, a fine should be levied. In determining whether a fine will be levied for a Rule violation, the Property Manager or designee must make such investigation of the facts as is appropriate and must consider the following factors:

- 4.1 Whether it reasonably appears a Rule violation in fact occurred and whether the owner is ultimately responsible for the violation.
 - 4.2 Whether there was reasonable notice that the activity or condition was a violation of a Rule. If the activity or condition is clearly a violation of a Rule, every owner, resident, guest or hired worker is deemed to have notice of the Rule. If the activity or condition is arguably, but not clearly, within the scope of a Rule, consideration must be given to whether notice was provided to the person, or the person should have reasonably known, that the activity or condition was in violation of a Rule.
 - 4.3 Whether the violation was intentional or accidental.
 - 4.4 An owner must promptly and fully cooperate with a request from the Property Manager or designee for information or tests. A failure to respond to any request within 10 calendar days may be deemed an admission of the violation and the fine be immediately levied.
 - 4.5 Application of the Rule by the Appeals Committee or the Board to past similar situations, if the activity or condition is not clearly within the scope of a Rule. A fine will be levied if it reasonably appears the owner is in fact ultimately responsible for a Rule violation and reasonable notice was given or available that the activity or condition was a violation of a Rule.
5. If the Property Manager or designee determines a fine should be levied, written notice of intent to levy the fine must be mailed to the owner by first class mail at the address shown on the most recent unit occupancy form filed by the owner with Management. The notice must describe the violation, including the date or dates and approximate time. The notice must also state the amount of the proposed fine and include a description of the hearing process.
 6. If the owner does not deliver a written request for a hearing within 30 days of the date of mailing of the notice of a proposed fine, the fine will be deemed levied and payable at that time.

7. An owner to whom a written notice of intent to levy a fine has been mailed may, within 30 days of the date of mailing, request a hearing by written notice delivered to Management.
 - 7.1 The hearing will be before the Board, unless the chairperson assigns the hearing to the Appeals Committee. At any meeting of the Board before the Appeals Committee hearing, the Board may overrule the chairperson and direct that the appeal be before the Board.
 - 7.2 The Property Manager or designee will represent the Association at the hearing.
 - 7.3 If the owner intends to bring an attorney, written notice of that intent must be delivered to Management no less than 7 days before the hearing date.
 - 7.4 Only the factors required to be considered in initial assessment of whether to levy a fine will be considered at the hearing.
 - 7.5 The Board or Appeals Committee will hold such hearings and make such investigations of the matter as it determines appropriate and make a decision at a meeting. The owner must promptly and fully cooperate with a request from the Board or Appeals Committee for information or tests. A failure to respond to any request within 10 calendar days may be deemed an admission of the violation.
 - 7.6 Management must promptly mail notice of the decision, and the final amount of any fine, to the owner by first class mail at the address shown on the most recent unit occupancy form filed by the owner with Management.
- 8 Fines determined by the Board or Appeals Committee will be levied at the time of the decision and payable within 30 days of the mailing date of notice to the owner.
- 9 Fines levied hereunder may be enforced as liens as provided by Oregon law for the collection of assessments.
- 10 The Fine Imposition Policy will not affect the authority of Management to take any other available action to correct an ongoing Rule violation.

American Plaza Towers Condominium Association (APTCA)

General Rules; Unit Work Requirements; Schedule of Charges, Fees and Fines; Fine Imposition; Collection Policy; Appeals Committee

PART V: Collection Policy

- 1 **Definitions.** As used herein:
 - 1.1 A term defined in the Amended and Restated Declaration of Covenants, Conditions and Restrictions or in the Bylaws of American Plaza Towers Condominium has the same meaning as provided in the Declaration or Bylaws.
 - 1.2 Assessment means any charge imposed or levied by Association on or against an owner or Unit and includes without limitation:
 - 1.2.1 A regular assessment imposed by Association on the owner of a Unit or a Garage Unit;
 - 1.2.2 A special assessment imposed by Association on the owner of a Unit or a Garage Unit;
 - 1.2.3 A charge imposed on an owner by Association for repair, maintenance or replacement of a common element or of a Unit or Garage Unit or otherwise authorized by the Declaration or Bylaws;
 - 1.2.4 A fee established by Association for use of common elements;
 - 1.2.5 A charge for utilities or other services passed through Association to an owner;
 - 1.2.6 A fine imposed by Association on the owner of a Unit or a Garage Unit;
 - 1.2.7 A late charge imposed by Association on the owner of a Unit or a Garage Unit;
 - 1.2.8 A collection cost of any kind incurred by Association for which it is entitled to reimbursement by the owner of a Unit or a Garage Unit, including attorney fees and any fee charged by Association's bank for a dishonored check tendered to Association on behalf of the owner of a Unit or a Garage Unit; and
 - 1.2.9 Interest incurred on account of an assessment.
- 2 **Ledger.** The Association or its managing agent shall keep a ledger for each unit that accounts for all Assessments and any credits and payments.
- 3 **Due Dates of Assessments.** Assessments are due as follows:
 - 3.1 Regular assessments are imposed annually and are due in twelve equal installments on the first day of each calendar month beginning with the month of January, unless payment has been accelerated pursuant to the Association's Governing Documents and this Collection Policy.

- 3.2 Special assessments are due on the date or dates specified in the resolution imposing the special assessment. If the resolution does not specify a due date, a special assessment is due on the first day of the second calendar month following the date of mailing of notice of the special assessment to the owner.
- 3.3 Payment of other fees and charges imposed by Association is due on the tenth day after notice of the amount of the charge is mailed or delivered to the owner of a Unit or Garage Unit, except that move-in/out charges are due prior to the move-in or move-out, and charges for rental or reserved use of common elements are due as provided in the rental agreement.
- 3.4 Fines are due as specified in the Schedule of Charges, Fees and Fines.
- 3.5 A late charge is due on the tenth day after notice of the late charge is mailed or delivered to the owner of a Unit or a Garage Unit.
- 3.6 Reimbursement of collection costs incurred by Association is due on the tenth day after notice of the amount of the cost is mailed or delivered to the owner of a Unit or a Garage Unit.
- 3.7 Interest is immediately due at the time it is incurred.

4 Invoices.

- 4.1 Approximately 30 days before the due date of the first installment of an annual or special assessment the Association or its managing agent shall mail or deliver to each owner an invoice showing the due date or dates and the amount of each installment which will be due. The invoice for the annual assessment shall include cable and other television charges.
- 4.2 Invoices for other charges and fees shall be mailed or delivered after the amount of the assessment is known or may be combined in a single periodic invoice, except that invoices for use of common elements shall be provided only as required in the agreement authorizing the use.
- 4.3 Failure of an owner to receive the invoice does not excuse the owner from payment of the assessment, late charges or interest on the assessment.

5 Payment.

- 5.1 An assessment payment is made when the payment is received in the Association business office.
- 5.2 An assessment payment delivered to the concierge on duty is made when delivered.
- 5.3 Acceptance of a payment made by check or similar instrument is contingent on the financial institution on which it is drawn paying the amount shown on the instrument. If the instrument is not honored by the financial institution, the payment is deemed not to have been made.

- 6 **Delinquent Assessments.** An assessment is delinquent if it remains unpaid at 11:59 p.m. on the due date of the assessment. However, an assessment is not delinquent:
 - 6.1 If there is a Deferred Payment Agreement in effect between the owner and Association relating to the assessment and the owner makes all payments as provided in the Deferred Payment Agreement; or
 - 6.2 If the owner has authorized Association to collect and Association has agreed to accept direct payment of the assessment from a financial institution, and Association has not caused the financial institution to make the payment.
- 7 **Late Charges.** Late charges are automatically imposed without further notice on delinquent assessments at the times and rates provided in the Schedule of Charges, Fees and Fines. However, late charges are not imposed on late charges or interest.
- 8 **Costs.** An owner shall reimburse Association for the following costs incurred by it in collecting delinquent assessments of the owner whether or not a legal action is commenced to collect the assessments:
 - 8.1 Extraordinary costs of the management company specially billed beyond regular management contract payments, including fees for staff preparing for and participating in court proceedings, recording fees and similar items. Routine services such as account record maintenance and routine communications with owners regarding assessments are not extraordinary costs subject to reimbursement hereunder, but shall be deemed paid by the assessment of late charges.
 - 8.2 Attorney fees, including all expenses reasonably billed by Association's attorneys relating to collection of the delinquent assessments.
 - 8.3 Other costs paid directly by Association, including recording fees, title search fees, court fees, private investigator fees and similar expenses.
- 9 **Interest.** Interest is charged on delinquent assessments at 12% per annum as provided in the Bylaws; provided, however, that no interest shall be charged on regular or special assessments paid no later than the tenth day after the due date, and no interest shall be collected on unpaid interest.
- 10 **Computation of Time.** For purposes of these rules:
 - 10.1 Days are computed by excluding the first day and including the last day. For example, a late charge on an unpaid monthly installment of the regular assessment due on the 1st day of a month is imposed on the 11th day of that month.
 - 10.2 Months are computed to the same dates of the following calendar months. If the late charge would be imposed on the 29th, 30th or 31st day of a month, and that month does not have such a day, the late charge is imposed on the last day of that calendar month.

- 11 **Application of Payments.** Payments received shall be applied to the outstanding assessments to the date of payment of the owner on behalf of whom the payment is made in the following order:
 - 11.1 Interest;
 - 11.2 Late charges;
 - 11.3 Collection costs;
 - 11.4 Fines; and
 - 11.5 Other assessments in the order imposed, beginning with the oldest assessment.
- 12 **Deferred Payment Agreements.** If the Association has constituted a Collection Committee, the Collection Committee will be empowered to enter into Deferred Payment Agreements as follows:
 - 12.1 A Deferred Payment Agreement may modify the due dates of past and future assessments, the late charges, and/or the interest rate charged on late assessments. It shall not modify the amount of any assessment other than for late charges and interest.
 - 12.2 It is the policy of Association to encourage the use of Deferred Payment Agreements in cases of financial hardship where use of the agreement would not substantially increase the risk of assessments becoming uncollectible on account of prior liens against the affected Unit or Garage Unit. Owners anticipating inability to pay assessments may request a Deferred Payment Agreement before any assessment is delinquent, and Association may enter into a Deferred Payment Agreement with an owner before or after any assessment becomes delinquent.
 - 12.3 Association may enter into a Deferred Payment Agreement with respect to delinquent and/or future assessments against an owner if:
 - 12.3.1 The owner is suffering from unexpected and severe temporary financial difficulties making it impractical to immediately pay the assessments and has a reasonable plan for resolving the difficulties;
 - 12.3.2 The owner has made complete and satisfactory disclosure of the owner's financial circumstances to Association demonstrating a lack of resources (including potential lenders) to pay the assessments;
 - 12.3.3 The owner has provided proof of the balance of any indebtedness secured by the owner's Unit and/or Garage Unit which would be prior to the lien of Association;
 - 12.3.4 The Deferred Payment Agreement provides for payment of all delinquent assessments with interest as provided in these rules as expeditiously as is reasonably practical under the circumstances;
 - 12.3.5 If the Deferred Payment Agreement provides for payment to the Association upon sale of the owner's Unit, the owner has provided the Association all available information on pricing and marketing of the Unit to demonstrate that the plan is reasonable;

- 12.3.6 The Deferred Payment Agreement provides for payment of Association's reasonable attorney fees, if any, for review of the agreement; and
- 12.3.7 The Deferred Payment Agreement is approved by the Chairman and Treasurer of Association and, if the delinquent and/or future assessments covered by the agreement exceed \$3,000, by the Board of Directors. If the Chairman or Treasurer declines to approve a proposed Deferred Payment Agreement, the affected owner may appeal the denial to the Board of Directors.
- 12.4 A Deferred Payment Agreement may be amended with the same approvals as required by the original Deferred Payment Agreement.
- 12.5 If an owner fails to comply with the terms of a Deferred Payment Agreement, including any amendments, late charges and interest shall be calculated as if the Deferred Payment Agreement had never been approved.
- 13 **Staff Action on Delinquent Accounts.** Association office staff shall take the following actions to encourage timely payment of assessments:
 - 13.1 Monthly on or about the last business day before late charges would be incurred on a delinquent regular or special assessment installment the staff may, as time is available, review payment records and give informal reminders to owners who have not paid their installments. Reminders may be by telephone or e-mail or other methods. Owners should not rely on reminders to pay assessments, and no owner shall be entitled to reduction of a late charge or interest on account of failure to receive a reminder.
 - 13.2 Soon after late charges accrue against an owner staff shall prepare and an Association officer shall sign and cause to be mailed a letter substantially in the form of Exhibit 1.
 - 13.3 At all times upon receiving information that an owner may be eligible for a Deferred Payment Agreement staff shall attempt to provide the owner information on the availability of a Deferred Payment Agreement and encourage the owner to request one.
- 14 **Referral of Delinquent Accounts to Attorney.** Delinquent assessments may be referred to an attorney for collection:
 - 14.1 By the chairperson at any time, if the owner indicates that the owner will refuse to pay the assessment, and the owner appears to be serious in the refusal;
 - 14.2 By the chairperson at any time, if the owner refuses to communicate and/or cooperate with Association staff in resolution of the delinquency;
 - 14.3 By the chairperson if Association receives formal notice that a lien against the Unit or Garage Unit securing the assessment is being foreclosed or that a lender intends to accept a deed in lieu of foreclosure which would extinguish the lien of Association; or
 - 14.4 By the Board of Directors whenever it determines it is in the best interest of Association.

- 15 **Communications.** Upon referral to the attorney, all contracts and contacts with a delinquent homeowner shall be handled through the Association's attorney. Neither the Manager nor any Association officer or director shall discuss the collection of the account directly with a homeowner after it has been forwarded to the Association's attorney unless the Association's attorney is present or has consented to the contract or contact.
- 16 **Notice to Lender.** Upon recommendation of Association's attorney, Association shall give notice of its lien priority, as provided in ORS 100.450, to the lender of an owner with delinquent assessments.
- 17 **Acceleration of Balance of Regular Assessment.** At its next meeting after referral of a matter to the Association's attorney on account of a delinquent regular assessment the Board shall consider declaring the balance of such owner's regular assessment for the current year otherwise being paid in installments due and payable, as provided in section 6.4 of the Bylaws. Absent good reason not to do so the balance should be accelerated. However, balances ordinarily should not be accelerated if a lien prior to the lien of Association securing that balance is in foreclosure.
- 18 **Limiting Access to Common Elements.** Only the Board of Directors may impose limits on access to common elements on account of failure to pay an assessment, as authorized by section 7.2 of the Declaration. Generally, it is the policy of Association that this is an impractical penalty and should not be used.
- 19 **No Waiver.** Deviations from, or failure to act under this Collection Policy shall in no way constitute a waiver by the Association of any right to impose and collect Assessments or exercise any other right or remedy under the Governing Documents or at law. The Association reserves all legal rights under the Governing Documents and at law, including but not limited to the Oregon Condominium Act (ORS 100.005 *et seq.*) and the Oregon Nonprofit Corporations Act (ORS 65.001 *et seq.*).



January 12, 2015

[Owner]
[] SW 1st Ave., Unit []
Portland, OR 97201

Subject: **Delinquent Payment**

Dear [Owner]:

Our records show that the Association has not received the following assessment payment from you and that the payment is delinquent for more than ten days:

<u>Type of Payment</u>	<u>Due Date</u>	<u>Amount</u>
[monthly regular assessment, etc.]	[January 1, 2015]	[\$500.00]

Under the Association’s Schedule of Charges, Fees, and Fines a 5% late charge in the amount of [\$25.00] has been added to the amount you owe.

In addition, interest accrues on the unpaid assessment at the rate of 12% per annum. Interest through today is [\$1.81], and interest accrues at [\$0.16] per day.

Please make immediate payment in full of the delinquent assessment payment, late charge and interest in the total amount of [\$526.81], plus interest as it accrues.

If for any reason you believe our records are in error, please contact the office immediately so that the discrepancy can be resolved. If you agree that you owe this amount, but are unable to make the payment, please contact the office as soon as possible to see if you can qualify for a Deferred Payment Agreement. It is the policy of the Association to encourage the use of Deferred Payment Agreements in cases of financial hardship, unless an agreement will substantially increase the risk that an amount owed the Association will become uncollectible.

Should you fail to either make payment of the amount you owe the Association or enter into a Deferred Payment Agreement the amount you owe the Association will grow considerably:

- ! In addition to interest, additional 5% late charges will accrue for each month on the monthly anniversary of the due date of the assessment up to a maximum of 25%.
- ! You will be liable for collection costs incurred by the Association, including attorney fees.
- ! The Association can accelerate your monthly regular assessment for the current year, making the entire amount immediately due and payable.
- ! The Association can foreclose its statutory lien against your unit and garage unit.
- ! The Association can obtain a personal judgment against you for the balance owed.

Very truly yours,

[print name of officer]
[print title – chairperson or treasurer]

AMERICAN PLAZA TOWERS CONDOMINIUM ASSOCIATION

General Rules; Unit Work Requirements; Schedule of Charges, Fees and Fines; Fine Imposition; Collection Policy; Appeals Committee

PART VI: Appeals Committee

1. The Board Chair shall appoint an Appeals Committee (“Committee”) consisting of no fewer than 4 members, 3 of whom shall hear any matter brought before the Committee. The Committee Chair will designate those to hear any appeal brought before the Committee.
2. The Committee may act on the following matters:
 - 2.1 Appeal of a fine if the Board Chair assigns the hearing to the Committee.
 - 2.2 Exclusion from the common elements, if the Board Chair assigns the hearing to the Committee.
 - 2.3 Issues relating to limitations on or disapproval of a Unit Work Application, provided that the affected owners and the Board Chair agree that the matter will be resolved by the Committee and also agree as to whether the decision of the Committee will be final or subject to further appeal, and further provided that no matter determined by the Unit Work Committee shall be heard by the Committee.
 - 2.4 Any other dispute between or among owners and/or the Association related to the complex, provided that the affected owners and the Board Chair agree that the matter will be resolved by the Committee and also agree as to whether the decision of the Committee will be final or subject to further appeal.
3. Procedure in hearings before the Committee:
 - 3.1 The Committee is not a court of law and is not bound to follow any rule or procedure ordinarily followed by a court of law. In particular, court rules of evidence do not apply to the Committee, which may consider evidence that would be hearsay in a court of law. Witnesses will not be sworn or affirmed.
 - 3.2 A party to an appeal may appear on his or her own behalf or by a representative, but only one person may speak at a hearing on behalf of any party. The representatives need not be attorneys, and generally the use of attorneys is not consistent with the

relative informality of the proceeding. APTCA ordinarily will be represented by a representative from Management who is most familiar with the matter at issue.

- 3.3 Parties are encouraged to agree as to the facts on which an appeal is based and to stipulate to the agreed facts at the beginning of a proceeding. If there are disputes regarding facts, the Committee may designate one or more members to investigate the facts outside of the hearing process and report any conclusions back to the Committee.
- 3.4 Generally, hearings before the Committee should be concluded within an hour with that time divided equally between the opposing sides. If there are two or more parties on one side of an issue (for example, Management and an owner asserting a nuisance claim against another owner), the parties on the same side will be responsible for dividing their time.
- 3.5 All parties to a hearing may attend all parts of the hearing, including any discussions within the Committee concerning the matter. Should the meeting be adjourned to a future time, all parties shall receive notice of the time at which the meeting will resume. Ordinarily, members of a Committee should not discuss a pending appeal with any other member or any party outside of the hearing, except: a member assigned to investigate the facts may discuss the facts with any party; and members may exchange written discussions on the matter (e.g., by e-mail) if copies are simultaneously provided to all parties.
4. The burden of proof in a hearing before the Committee is on the party having the affirmative side of the matter. For example, APTCA has the burden of proving the facts and rules relating to a proposed fine. The party with the burden of proof shall make the first opening statement and may make a rebuttal statement after the other side has spoken.
 - 4.1 Generally, when a hearing involves imposition of a fine or other penalty on an owner, the burden is on the Association to prove the facts on which the fine is based by clear and convincing evidence.
 - 4.2 In all other cases, the burden of proof is satisfied by a preponderance of evidence.
5. Notwithstanding any provision for the award of attorney fees or costs, such fees or costs will not be awarded on account of an appeal.
6. A copy of these rules must be provided by Management to any owner with a matter scheduled before the Committee.