

PORTLAND PLAZA

RULES AND REGULATIONS

CURRENT AS OF FEBRUARY 23, 2011

Blank

TABLE OF CONTENTS

1.	Introduction	1
2.	Common Areas	1
2.1	Hallways, Foyers, Elevators and Stairwells	1
2.2	Exterior Appearance	4
2.3	Driveway and Garage Parking	4
2.4	Loading Dock Area	8
2.5	Recreation Facilities	9
2.6	Exterior Door Key Distribution and Control Rules	13
2.7	Storage Closets on Floors 2-26	14
2.8	Bulletin Boards	15
2.9	No Smoking	16
2.10	Rights of Owners to Review Association Records and Obtain Copies of Records and Documents	16
2.11	License of Storage Lockers	16
2.12	Rental of Bicycle Racks and Storage and Parking of Bicycles	18
3.	Individual Units	21
3.1	Use of Unit	21
3.2	Maintenance Fees	21
3.3	Pets	22
3.4	Repairs, Remodeling and Workers in the Building	23
3.5	Trash	28
3.6	Deliveries and Removal	29
3.7	Noise and Odors	29
3.8	Guests	29
3.9	Extended Absences	30
3.10	Unit Door Key Policy	30
3.11	Insurance	31
3.12	Fire Smoke Detectors	32
4.	Sale, Leasing and Other Occupancies	32
4.1	Sale, Leasing and Other Occupancy of Units	32
4.2	Move-in and Move-out	33
5.	Violations of the Rules	35

6.	Heat Pumps within the Condominium Units	36
7.	Gifts and Gratuities	37

Distribution:

Building Manager, including copies for Public File in the Card Room and Archive Files

Bulletin Board – Card Room

Board of Directors

Rules Committee

Management Company

THE PORTLAND PLAZA UNIT OWNERS ASSOCIATION, INC. RULES AND REGULATIONS

1.0 INTRODUCTION [06/29/05]

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

Condominium living requires not only rules and regulations, but the cultivation of a great deal of respect for the needs and rights of our neighbors. These unwritten “Good Neighbor” rules along with the more formalized rules and regulations are what will really determine the high quality of living we expect at the Portland Plaza.

The following Rules and Regulations (“Rules”) have been established by the Board of Directors (“Board”) of the Portland Plaza Unit Owners Association (“Association”) for the purpose of making shared living at the Portland Plaza pleasant and enjoyable. The Board may, from time to time, amend or add to these Rules as it determines to be necessary. It is not possible to cover every possible situation by Rules, and it is expected of all residents and guests that they be considerate of each other and exercise good judgment. All owners are responsible for compliance with these rules and shall insure that guests, contractors, other workers, and delivery people and, if units are rented, their tenants are aware of the Rules. Failure to have read these Rules is not an acceptable excuse for non-compliance. Rules compliance is normally handled through the Front Desk Staff and the Building Manager with the right of appeal to the Rules Committee and the Board of Directors. [September 26, 2007]

The Rules are controlled by and subordinate to the Declaration of Unit Ownership and By-Laws of the Association.

2.0 COMMON AREAS [06/29/05]

The common areas of the Portland Plaza are for the exclusive use of residents and their guests. They should use discretion when in the common areas so as not to interfere with the safety, privacy and use of these areas by others.

2.1 Hallways, Foyers, Elevators and Stairwells

2.1A. No personal items are to be placed on the floors or wall of the common areas.

2.1B. Decorating the Exterior of Condominium Unit Doors:

a. Condominium unit doors shall conform to the Portland Plaza Unit Door Standard (“Standard”), provided that door hardware and identification numbers in use prior to May 1, 2004, may remain in place until a unit is sold or transfers ownership. Upon sale or transfer of ownership, the unit owner shall bring the unit door into conformance with the Standard at his or her own expense.

b. The Portland Plaza Unit Door Standard:

- Semi-gloss black paint on door exterior and door frame
- Door threshold shall be black or black-stained unless a prior threshold is built into flooring on the interior.
- Door identification number
- Door knocker
- Black view hole
- Lever handle
- Deadbolt
- Door sweep/shoe
- Door hardware and identification shall be installed according to the unit door template.

c. The Building Manager shall maintain a list of door paint, hardware and identification specifications for each element of the Standard. Details of the Standard may differ for floor 26 because of the unique doors on that floor. As suppliers change designation or alter products, the Building Manager may substitute comparable products after consultation with the House Committee and upon approval by the Board of Directors. The Building Manager shall also maintain the unit door template. [September 26, 2007]

d. Unit owners may install electric doorbells according to the unit door template. Electric doorbells that meet the Standard for design that were in place on May 1, 2004, may remain where they are located.

- The Standard for doorbells requires that they have narrow metal frames that match the door hardware.
- Plastic frames on doorbells are not permitted.
- Doorbells shall be reasonably flush to the surface upon which they are mounted.

e. Unit owners may install kick plates on their unit doors at their discretion. The finish of the kick plate must match the finish of the door hardware.

- f. Residents may attach to the doorframe, but not the surface of the door, an object of personal expression that is in keeping with the décor of the hallway, that is reasonably flush to the doorframe, and that does not exceed a dimension of six inches tall by two inches wide.
- g. The Board of Directors reserves the right to review any items placed on the doors and to require removal or changes necessary to achieve consistency with these rules.
- h. Unit owners may replace the entrance door with other doors providing they receive advance approval of the Board of Directors. New doors must conform to building and fire codes and the Standard. [September 26, 2007]
- i. Residents may place holiday decorations on their unit doors between November 22 and January 6 each year. Residents may request that the Board of Directors approve temporary decorations for other occasions. [September 26, 2007]
- j. The Board of Directors reserves the right at any time to change the policy relating to the unit door exteriors. It may require all doors to be restored or returned to another finish at the expense of the Association. The Board of Directors reserves the right to change the existing unit doors at the Association's expense and require conformity throughout the building.
- k. Residents are responsible for maintaining the appearance of their unit door at all times. If an unsatisfactory condition occurs the unit owner will be given a maximum of 30 days to remedy the condition or the Board of Directors shall have the right to correct the matter and charge the cost to the unit owner, with the expense becoming a lien against the unit with the same collection provisions as identified in the collection of maintenance fees.

2.1C. Each unit owner is individually responsible for the acts of themselves, family members, guests, renters, contractors, service personnel and others that cause soiling, damage or loss to any of the common areas of the building, equipment or furnishings. Payment (with a minimum of \$25.00) for all costs related to damage, loss or cleaning is payable upon demand by the Building Manager. [September 26, 2007]

2.1D. No storage is permitted in the hallways, foyers or entranceways and stairways. The Fire Marshall will issue citations for any violations of this rule.

2.1E. Bicycles or other cycles are not allowed in the lobbies, elevators, hallways, or other common areas other than the garage of the Portland Plaza and at the outdoor bicycle racks.

Residents shall keep or park their bicycles only in assigned bicycle storage spaces located on the lower garage level. Guests with bicycles shall park their bicycles at the outdoor racks. (See also Rule 2.12 for greater detail.) Roller skates may not be worn and skateboards may not be used in common areas. [May 26, 2010]

2.1F. Business signs, placards, and "For Sale" or "For Rent" signs are not permitted to be placed anywhere on unit doors or in common areas except as allowed in Rule 2.8A. [May 26, 2010]

2.1G. No common property, i.e. chairs, tables, lamps, may be removed from the common areas, including the recreation facilities, nor may they be borrowed for private use by any resident.

2.1H. No person shall use the entrance lobby to move into or out of the building, to deliver or remove appliances or furniture, or to deliver or remove packages that the Front Desk Staff determines may interfere with the safety, privacy and use of these areas by others. All activities addressed by this rule shall be conducted solely on Elevator One by using access from either of the garage lobbies. [September 26, 2007]

2.2 Exterior Appearance [06/29/05]

2.2A. A resident may install draperies and window coverings of good taste. All such draperies and window coverings should have a neutral color backing of a solid color design so that, when viewed from the outside, the exterior of the building will present a pleasing appearance.

2.2B. No signs, posters, aluminum foil, cardboard or similar material may be placed in any window and no excessively bright or colored light, directed or reflected, may be visible through any window, except between November 22 through January 6 holiday decorations that are in good taste may be used.

2.2C. No antennae for any kind of reception may be erected, placed or strung on the outside of the building.

2.2D. Residents shall not apply tinting to windows that changes the exterior appearance of the windows.

2.3 Driveway and Garage Parking [September 26, 2007]

2.3A. The main entrance drive-through on Southwest 5th Avenue is for the convenience of all residents and is designed only for loading or unloading passengers and small packages. No unattended parking is allowed in this area.

2.3B. Parking in the garage is restricted to residents who own or have leased parking spaces and to vehicles with temporary parking authorization.

a. All vehicles using the garage must be registered with the Front Desk. Any vehicle not registered permanently by a resident for his or her assigned parking space is a guest vehicle.

b. Owners shall not lease parking spaces to non-residents. [February 23, 2011]

2.3C. Double parking of cars and trucks in the parking spaces, other than in tandem spaces, is not allowed. Parking of a two- or three-wheeled motorized vehicle, in addition to a car or truck, is allowed provided that the vehicles remain within the marked boundaries of the parking space and that neither vehicle extends beyond the end of the space into the travel lane. Two- or three-wheeled motorized vehicles shall not be secured to any structure outside of the boundaries of the parking space. Residents and guests shall not park bicycles in parking spaces.

2.3D. Garage Door Openers:

a. All Portland Plaza building garage door openers are the property of the Portland Plaza Unit Owners Association. Only those individuals (owners, tenants and registered guests), registered with the Portland Plaza will be authorized to have access to and use the garage door openers. Distribution of openers is subject to the Building Manager's approval.

b. A one time \$40.00 user fee, or the actual cost to the Association of providing a garage door opener, whichever is greater, is required to each garage door opener, except for a transfer of ownership of a parking space between two current unit owners. The fee is not refundable.

c. Loaner openers are sometimes available for a maximum of seven (7) days, or such longer period of time as approved by the Building Manager. Application for the opener and a refundable \$30.00 deposit is required.

d. Whenever there is a change of occupancy of the condominium unit all garage door openers shall be returned to the Building Manager no later than the day of move out.

e. In all cases openers shall be surrendered upon written demand of the Board of Directors or its authorized agent.

f. A penalty of \$5.00 per day per garage door opener may be assessed when openers are not returned to the Building Manager by the due date, or upon written demand by the Board of Directors or its authorized agent.

g. The Association shall charge the unit owner the cost of replacing lost garage door openers. In addition, the Board of Directors may assess a unit owner the cost of replacing all garage door openers in the event of missing or unreturned openers or violations of the garage door opener rules that affect building security.

h. Each owner who sells a garage space to another unit owner shall provide the Building Manager the garage door opening device for recording and for reissue to the purchasing owner.

2.3E. Parking vehicles in the garage NO PARKING areas by the elevators is not permitted.

2.3F. Owners or renters of parking spaces assigned to their units may request that the Building Manager have vehicles towed that are parked in the residents' assigned parking spaces at the vehicle owner's expense. Additionally, the Building Manager may have towed at the vehicle owner's expense a vehicle that is parked on a ramp, in interior or exterior driveways, blocking an entrance or exit, or in any garage area other than in a marked parking space. [August 26, 2009]

2.3G. The speed limit within the garage is 5 MPH. Any infraction noted by other residents should be reported to the Front Desk Staff or the Building Manager.

2.3H. Mechanical work on autos will not be allowed to be performed in the garage, nor can autos be left on supports or jacks except to change a flat tire. No damaged or non-functional vehicles may be left in the garage.

2.3I. Owners or users who do not maintain adequate standards of cleanliness for parking spaces will be given a warning allowing seven (7) calendar days for the owner or user to effect the required cleaning. In event such cleaning is not effected by the eighth day, the Building Manager will effect the cleaning and bill the owner the cost of cleaning the space, with a minimum charge of \$25.00.

2.3J. Automobile engines must not be left running in excess of one minute in the garage. The ventilation system is not designed to handle a large volume of fumes.

2.3K. No combustible or explosive substances may be stored in the garage regardless of the type of container.

2.3L. Residents shall keep their garage spaces free of all debris.

2.3M. Residents shall not store anything in the parking spaces or elsewhere in the garage area.

2.3N The Association may, at its discretion, allow guests of residents to park vehicles in the garage temporarily, if space is available. [February 23, 2011]

a. Residents shall not open the garage door for a guest's vehicle.

b. A resident may reserve, and that resident's guests may use, only one guest parking space at a time, except as provided in (e) below. The resident may reserve a parking space for a guest no more than two hours before the vehicle is due to arrive. Front Desk Staff shall void the parking reservation for any vehicle that does not arrive within one hour of the time for which the space was reserved.

c. A guests shall obtain authorization from the Front Desk Staff before his or her vehicle can have access to the garage. The Front Desk Staff shall maintain a log of all guest vehicles with permission to park in the garage and the time during which the the vehicle is authorized to park in the garage.

d. A guest may only use a parking space for a maximum of 24 hours beginning on Sunday through Thursday and for a maximum of 48 hours beginning on Friday or Saturday unless the Building Manager approves a longer period in advance.

e. If a resident wants to allow a guest to park temporarily in that resident's assigned parking space, the resident shall so notify the Front Desk Staff. The Front Desk Staff shall indicate such permission in its log. That guest shall obtain authorization to enter the garage from the Front Desk Staff before his or her vehicle can have access to the garage. As long as that guest is parking in the host's parking space, that guest shall not be bound by the time limits of (d) above. Having a guest park in the host's parking space does not count against the limit of a resident having only one guest vehicle in the garage at one time.

f. The Building Manager may have a guest's vehicle removed from the garage at the vehicle owner's expense if the vehicle is parked without authorization from the Front Desk Staff or is parked improperly per Rule 2.3F. In addition to a vehicle that is parked without first obtaining authorization or otherwise parked improperly, a vehicle that is parked longer than authorized is considered to be parked without authorization and the Building Manager may have it removed.

g. If the Building Manager has a record of a guest having violated a parking rule, the Building Manager may prohibit that guest from parking in the garage, regardless of space availability.

a. If the Front Desk Staff assigns a guest a temporary parking space and that guest's parked vehicle soils the space, the owner of the unit where the guest was visiting shall be responsible for cleaning the parking space immediately upon notice by the Building Manager that it is dirty. If the responsible unit owner does not clean the parking space within the time specified by the Building Manager, the Building Manager shall cause the space to be cleaned and the Association shall bill the unit owner the cost of cleaning the space, with a minimum charge of \$25.00.

2.4 Loading Dock Area

2.4A. The loading dock area in the garage may be utilized by residents and service agencies on a reservation basis. Residents shall schedule use of the loading dock area in advance. No unattended parking is allowed in the loading area unless a parking permit has been issued and then only for the period specified. The safety railings are to be replaced at the head of the loading dock immediately following use. [September 26, 2007]

2.4B. Washing of Vehicles [06/29/05]

- a. Washing of vehicles in the loading dock is permitted.
- b. Individuals washing vehicles in loading dock will need to coordinate their activities through the Front Desk Staff.
- c. Use of the loading dock for washing vehicles is to have secondary priority to deliveries, contractor's vehicles, moving trucks and general activities that require use of the loading dock for normal building functions. It is recommended that washing of vehicles occur in the evenings and weekends.
- d. Use of the loading dock for washing vehicles may be pre-empted by the Front Desk Staff or Building Manager at times as may be necessary.
- e. Only resident's vehicles may be washed within the building.
- f. Vehicles with an extensive amount of dirt should be taken off site for washing.
- g. No vehicles are to be washed in the street or building entry drive.
- h. Conservation of water and maintaining the loading dock in a clean condition is important. Those not keeping the area clean will be charged the cost of cleaning the space, with a minimum of \$25.00 for clean up. [September 26, 2007]

2.5 Recreation Facilities [06/29/05]

All recreation facilities are for the use of all residents and may be used only by residents and authorized guests. Accordingly, activities that dominate the use of a particular facility and exclude use by others are prohibited; nor may a particular facility be reserved for the exclusive use of any resident except as hereinafter specifically provided.

2.5A. Terrace

- a. No trash may be left anywhere in the Terrace area.
- b. Residents may not add or remove any plants, trees or shrubs.
- c. Noise and music must be kept at a level which will not disturb others.
- d. Residents are responsible for clean-up immediately following use of the Terrace areas, furnishings and the BBQ unit or be assessed the cost of cleaning the area, with a minimum of \$25.00, by the Building Manager. [September 26, 2007]
- e. Residents may not move potted plants on the terrace. (6/26/03)

2.5B. Swimming Pool

- a. Use of the pool is governed by the Rules which are posted at the entrance to the pool enclosure. All applicable state and local health rules concerning pools must be adhered to. No detergents, soaps or oils may be used in the pool. [May 26, 2010]
- b. Use of any glass in the pool area is prohibited.
- c. Only regular bathing attire may be worn in the pool. No cut-offs or shorts are allowed. Reasonable decent clothing or covering and footwear shall be worn on the way to and from the pool. Torsos and hips should be covered. Dripping wet bathing suits or other dripping wet articles are not permitted in the building.
- d. All guests must be registered or accompanied by a resident when using the facility. Only four guests per unit are permitted at any one time in the pool enclosure.

e. No person under the age of 14 is permitted to use the pool without a responsible adult present. Persons who are not toilet trained or who use diapers are not allowed in the pool or the pool enclosure. The use of the pool by children should not be in such a manner that it interferes with the enjoyment of the pool or the pool area by adult residents. There is no lifeguard on duty. [September 26, 2007]

f. Activities that dominate the pool and exclude uses by others are prohibited. The pool area may not be reserved for the exclusive use of any resident.

g. Noise, including music, must not disturb others.

h. Residents shall bring no food into the pool area. Residents may consume beverages from spill-proof plastic containers. [September 26, 2007]

2.5C. Sauna

Use of the sauna is governed by the rules which are posted at the entrance. No oils or soaps may be used in the sauna. No water is to be placed on the sauna heating unit since it is a dry heat sauna. Residents shall bring no food or beverages into the sauna. [September 26, 2007]

2.5D. Exercise Room

No person under the age of 14 is permitted to use the exercise equipment without a responsible adult present. Residents shall not consume food in the exercise room. Residents may consume beverages from spill-proof plastic containers. [September 26, 2007]

2.5E. Library [September 26, 2007]

The Library is for casual use and may not be reserved for private social functions.

2.5F. Terrace Room

a. The Terrace Room is for the use of all residents. However, a resident may reserve the Terrace Room for a private social function, but only for personal use. The resident must be present at the function for which the room was reserved. Absentee owners may not reserve the Terrace Room. (April 26, 2006)

b. Residents may reserve and use the Terrace Room for functions such as those typically found in a family living room. Such a function may

include hosting a fundraiser for a candidate for a publicly elected office. (April 26, 2006)

c. Residents shall not use the Terrace Room for commercial purposes by for-profit entities. (April 26, 2006)

d. Use of the Terrace Room is subject to approval by the Building Manager. Unusual requests will be referred to the Board of Directors for approval at its next regularly scheduled meeting. (April 26, 2006)

e. Application for private use must be made well in advance of the proposed date on a form available from the Front Desk Staff. Normal hours for use of the Terrace Room are from 8:00 a.m. to 10:00 p.m. Sunday through Thursday, and from 8:00 a.m. to 12 midnight Friday and Saturday; however, the Terrace Room and kitchen may be reserved for use until 1:30 a.m. Friday and Saturday nights provided all guests remain inside the Terrace Room and the resident assures that noise is kept within the acceptable limits.

f. Private use of the Terrace Room includes access to the outside terrace area and use of a reasonable portion of the outside terrace, provided, however, that such private use does not preclude access to such area and use of the remainder thereof by other residents.

g. A cleaning and damage deposit fee of \$200.00 must be deposited and a non-refundable usage fee of \$35.00 must be paid at the time the application for private use of the Terrace Room is made. The resident shall provide separate checks (1) for the cleaning and damage deposit and (2) for the usage fee. The Board of Directors reserves the right to charge additional fees according to the type of function and number of guests. Maximum number of guests is 76, per the Fire Marshal.

If facilities used are thoroughly cleaned by 10:00 a.m. the day following the day of use and if the Building Manager finds there is no damage to furniture and facilities, the Building Manager shall refund the cleaning and damage deposit. If the Building Manager determines that additional cleaning is necessary or if the Building Manager finds that those using the furniture and facilities have damaged them, the Building Manager shall assess the damage, shall retain the cleaning and damage deposit, and shall advise the Board of Directors at its next meeting. (7/30/03)

At that meeting, the Board of Directors shall determine the charge for additional cleaning and damage; and, the amount charged shall be offset against the deposit.

The resident shall also be responsible for any damage done to furniture and facilities in excess of the amount of the cleaning and damage deposit and shall pay for the same to the Portland Plaza within 30 days of notification by the Board of Directors of the amount owed. (7/30/03)

h. In order to reserve the Terrace Room, a resident must provide the Building Manager a certificate of liability insurance for an amount of at least \$300,000. (6/26/03)

i. Reservations are for the day of use only. The Board of Directors reserves the right to charge additional fees for functions that require the facilities for more than one calendar day. Minimum age of resident hosting the event is 18. Supervision and behavior of guests is the responsibility of resident host. The swimming pool, sauna and exercise room cannot be reserved. [January 29, 2008]

j. Residents and guests shall keep food and beverages within the Terrace Rooms and terrace areas. [September 26, 2007]

k. Guests will be restricted to the first floor and to the unit within the building in which the resident reserving the Terrace Room resides. [January 29, 2008]

l. Materials and supplies for the function are to be brought into the building via the elevator from the garage. The lobby entrance is not to be used for deliveries. The freight elevator should be scheduled in advance to help insure its availability.

m. Reasonable use of bands and musical instruments/equipment is permitted. The Portland Plaza is a residential building requiring a reasonable limit on noise levels. Residents shall not play music in the Terrace Room past 12 midnight.

n. Events in the Terrace Room that cause excessive noise levels or result in unacceptable behavior may be closed down and guests may be asked to leave. The Building Manager or the Chair of the Board of Directors reserves the right to cancel a function in progress.

o. Residents shall not serve alcohol to persons younger than the legal drinking age, nor allow alcohol to be served to such persons, in any common area of the Portland Plaza. (6/26/03)

p. Residents and guests attending an event in the Terrace Room shall have reasonable, non-exclusive use of one patio grill for use during the event. [September 26, 2007]

q. Admittance of guests is the resident's responsibility. However, if a resident who has rented the Terrace Room provides the Front Desk Staff with a written list of guests for the function, the Front Desk Staff may admit persons whose names are on that list during the hours of the function. All other duties of the Front Desk Staff shall take precedence over offering the service of admitting guests to a function. [January 29, 2008]

2.5G Terrace Room TV Use [February 23, 2011]

a. Residents may watch the TV in the Terrace Room without reserving the room if the room is available. The Terrace Room is not available 1) if it is being used for an Association function, such as, but not limited to, Board meetings, the Annual Meeting, Association committee meetings, meetings called by the Building Manager, and functions of the Social Committee; or, 2) if the room has been reserved by a resident pursuant to Rule 2.5F. Residents may use the TV between 8:00 AM and 10:00 PM, Sunday through Thursday, and between 8:00 AM and midnight on Friday and Saturday.

b. Residents may check out the TV system remote control from the Front Desk on a first-come, first-serve basis. Residents shall not reserve the TV. If a resident wishes to assure access to the TV, the resident shall reserve the Terrace Room pursuant to Rule 2.5F.

c. Only residents 18 years-old or older may check out the TV system remote control from the Front Desk Staff. The Front Desk Staff shall maintain a record of residents checking out and returning the TV remote control.

d. Residents shall return the remote control to the Front Desk when not watching the TV. If a resident fails to return the remote control to the Front Desk in a timely manner, the Association shall fine the resident for the cost of replacing the remote control plus \$50, pursuant to Rule 5.0.

2.6 Exterior Door Key Distribution and Control Rules [06/29/05]

2.6A All Portland Plaza building exterior door keys are the property of the Portland Plaza Unit Owners Association, Inc. Only those individuals (owners, tenants and registered guests) registered with the Portland Plaza will be authorized to have access to and use of the exterior door keys. Key distribution is subject to the Building Manager's approval. The

Building Manager shall maintain a register showing the total keys outstanding, those to whom they were issued, and the disposition of keys no longer outstanding.

2.6B The Building Manager shall distribute two keys per unit to each resident or owner without charge.

2.6C The Building Manager may make available to residents or the owner only replacement keys for a non-refundable fee of \$200.00 each, except that the Building Manager shall make available replacement keys for the actual cost of the key if the resident or owner exchanges an existing key for the replacement key. [September 26, 2007]

2.6D Not more than two additional keys above two per unit shall be made available to residents only for a deposit of \$200.00 each with a refund value of \$150.00 each.

2.6E Loaner keys are available for a maximum of seven (7) days, or such longer period of time as approved by the Building Manager. Application for the key and a refundable \$100.00 deposit are required.

2.6F Whenever there is a change of ownership or occupancy of the condominium unit all exterior door keys shall be returned to the Building Manager no later than the day of move out. The Building Manager shall not authorize use of an elevator for such purposes until outstanding keys allotted to the unit have been surrendered or otherwise accounted for. Failure to surrender keys shall be subject to replacement charges as provided in paragraph 2.6C. In all cases keys shall be surrendered upon written demand of the Board of Directors or its authorized agent.

2.6G A penalty of \$10.00 per day per key up to the cost of re-keying the building may be assessed when keys are not returned to the Building Manager by the due date, or upon written demand by the Board of Directors or its authorized agent. [September 26, 2007]

2.6H The Board of Directors may assess a unit owner or make claim against a former owner for the cost of re-keying the building, currently approximately \$3,500.00, in the event of missing or unreturned keys or violations of the key rules affecting building security.

2.7 Storage Closets on Floors 2-26 [06/29/05]

2.7A. Floors 2-26 have a common area storage closet for use by residents and owners that have condominium units on each floor. Assignment of the six shelves in each closet corresponds to the unit number on the floor. The shelf numbers are one through six beginning with the top shelf, number 1, through the bottom shelf (floor), number 6. Residents and owners of condominium unit #1 have the top shelf, unit #2 has the second shelf, etc. Only the residents

and owners of units on a specific floor have access to and use of the storage shelves on their floor, with a maximum of six users per storage closet.

2.7B. The closet floor in front of the shelving should be kept free from storage items so that other users can gain access to their shelves. If a resident places items on the floor or against the wall, the Building Manager may remove them if other residents using the storage closet complain about the materials blocking access. Residents and owners on each floor are expected to work together in resolving any problems with use of the storage closet. If a problem cannot be resolved between parties on the floor they may be referred to Building Manager for assistance. Neighbors on the floor have the option of exchanging shelf locations during their term or residence and ownership, but the exchange arrangement is not binding on future residents and owners who may wish to have their normally assigned shelf. [September 26, 2007]

2.7C. Closet door keys were distributed early in 1988 to residents and owners on each floor. Residents who are moving out of the building shall give the closet door key to the Building Manager before departing. The Building Manager shall provide the key to the new resident of the appropriate unit. The Building Manager does not stock extra door keys. If a resident requests a storage closet door key from the Building Manager, the resident shall pay the cost of making the key. Residents and owners on each floor may duplicate their storage closet door keys. [September 26, 2007]

2.7D. Since the storage closets are shared, residents should exercise careful judgment in the types of items for placement in the storage closets. The Association does not assume any responsibility for items placed in the storage closets. Residents shall not store any hazardous or flammable materials in the closets. [September 26, 2007]

2.8 Bulletin Boards [May 26, 2010]

2.8A. Bulletin Board. The Association's bulletin board, located in the Card Room, is for the following uses: Association business, arts and theater notices, non-profit organizational matters and personal items relating to residents within the building, including "For Sale" and "For Rent" notices for units in the Portland Plaza. No other commercial advertising is to be placed on the bulletin board, whether or not it relates to a resident, referral to contractors and service personnel.

The House Committee shall be responsible for the maintenance of the Bulletin Board and related materials, and may delegate matters to the Building Manager. It may establish policies for the use of the Bulletin Board and related materials, may set time limits, identification standards and size specifications for material placed on the Bulletin Board. It may divide the Bulletin Board into two distinct sections, one section for Association Business and the other section for all other allowed uses.

It may establish related materials, such as a non-official, discretionary notebook dedicated to matters not appropriate for the Bulletin Board but of possible interest to residents, such as listing referrals to contractors and service personnel.

2.8B. Elevator Bulletin boards. [2/24/04] The bulletin boards in each of the three elevators may be used only for Association purposes which must be expressly authorized by a member of the Board of Directors or the Building Manager. [September 26, 2007]

2.9 No Smoking [4/25/02]

Portland Plaza is a non-smoking building which includes restrictions prohibiting smoking in all the indoor areas such as hallways, stairways, the Terrace Room, "Card Room," Library, exercise room, all lobbies including elevator lobbies, the enclosed front entry, and the P1 and P2 garage levels. Smoking is allowed inside individual units, but the exterior unit doors must be closed with adequate threshold privacy protection. Smoking is also allowed outside in designated areas containing ashtrays.

2.10 Rights of Owners to Review Association Records and Obtain Copies of Records and Documents [06/29/05]

Generally: The Oregon Condominium Act provides, and it is the policy of your Board of Directors, that the records of the Association are open to inspection by any owner at reasonable times and upon reasonable notice. Any owner may also obtain a copy of any invoice or document relating to the Association's affairs.

Copies of Specified Documents: Upon written request and within reasonable time, any owner shall have a right to receive a copy of any specified document currently applicable to the Association's affairs and any specified record, voucher or other instrument. A charge at Association cost will be made for all copies requested by owners.

Personal Review of Association Records: Upon five (5) days' written notice, any owner or his authorized agent shall be entitled to review any of the Association's records. All such review shall require the attendance in person of an employee of the management company that the Board of Directors has hired to handle administrative matters. The personal attendance of an employee of the management firm's agent is necessary to insure that the Association's records are not misplaced, separated or otherwise disordered.

2.11 License os Storage Lockers [06/29/05]

Storage lockers are metal and have dimensions of 3 feet x 3 feet x 3 feet. The lockers are located in the common areas of the garage levels 1 and 2. The following provisions govern the licensing of storage lockers.

2.11A. The Building Manager shall assign use of storage lockers, subject to a revocable license from the Association.

2.11B. All lockers remain the property of the Association and may not be removed from the building.

2.11C. Owners shall not transfer a license or use of a locker without approval of the Building Manager. Any transfer of a license shall be pursuant to these rules.

2.11D. Individuals are responsible for repairs to their lockers, including locks and keys.

2.11E. The value of a license for a storage locker is \$400.

2.11F. Notwithstanding the value of a license for a storage locker, when the Association installs a new locker, the owner who receives the first license shall pay the cost to the Association of purchasing the storage locker. Subject to availability of newly installed lockers, owners willing to pay the cost of additional lockers will be given a right to a revocable license for (an) additional storage locker(s). Revocable licenses for new lockers are assigned on a first-come, first-serve basis as requests are made to the Building Manager.

2.11G. When an owner sells his or her unit, the license is terminated and he or she shall have no right to reimbursement for the cost or value of a license, whether or not such selling owner had one or more licenses.

2.11H. If an owner voluntarily surrenders a license to the Association, the owner shall have no right to reimbursement for the cost or value of a license.

2.11I. When lockers become available either by an owner surrendering a license upon sale of a unit, by an owner voluntarily surrendering a license, or by the Association requiring a holder of multiple licenses to surrender one or more licenses, the Building Manager shall make assignments of licenses to owners in a timely manner. An owner who does not have a locker and who notifies the Association of the desire to have one will be granted a revocable license for a single locker on a first-come, first-serve basis as they become available according to a list that the Building Manager maintains.

2.11J. Multiple locker licenses held by a single owner are permitted if there is no immediate demand by other owners for a storage locker. The Building Manager shall notify any owners with multiple licenses that such owners must surrender the licenses and vacate the lockers in excess of one locker per unit owned to accommodate a request for a locker from an owner who does not have a license for one. In that event the following provisions shall apply:

a. Owners who have paid for multiple lockers licenses who are ordered by the Building Manager to vacate a locker(s) shall be reimbursed the value of the licenses for vacated lockers in excess of a single locker. However, in no event shall a unit owner in possession of multiple lockers be reimbursed for licenses that he/she did not pay for.

b. An owner receiving a locker license from an owner with multiple licenses under this provision shall pay the value of the license, if so entitled, to the owner formerly holding the locker license.

2.11K. An owner receiving a license from the Association from an owner who has sold a unit or who has voluntarily surrendered a license shall pay the Association the value of the license.

2.11L. The Building Manager and the management company contracted by the Board, if any, shall maintain a current record of license holders and shall ensure that licenses and locker keys are surrendered to the Building Manager when an owner sells a unit.

2.11M. Form of acceptance and agreement to license.

In order to use a storage locker by the Portland Plaza Unit Owners Association, Inc., I agree to abide by the license agreement and rules and regulations that govern the locker licenses.

Signature _____ Date _____

Price/Terms _____ Assignment Date _____

Locker Number _____ Unit Number _____

2.12 Rental of Bicycle Racks and Storage and Parking of Bicycles [May 26, 2010]

Residents shall store or park bicycles in the Portland Plaza only in assigned bicycle storage racks located on the lower garage level. Guests with bicycles shall use the outdoor bicycle racks in front of the library unless the Building Manager allows the bicycles to be stored temporarily at the rental bicycle racks if space is available. Guests shall not bring bicycles into the building or the garage otherwise. (See also Rule 2.1E)

2.12A. The Portland Plaza provides bicycle racks in the parking garage that residents may rent.

2.12B. No one shall use a rental bicycle rack without authorization of the Building Manager. The Building Manager shall issue a numbered sticker for each bicycle that is authorized to use a bicycle rental rack. A bicycle attached to a rental rack shall display the Portland Plaza sticker in a clearly visible location.

2.12C. The Building Manager and the administrative office shall maintain a list of residents who are renting bicycle racks and the Portland Plaza bicycle sticker number for each bicycle.

2.12D. The Building Manager shall rent bicycle racks on a first-come, first-serve basis. If there are more requests for bicycle racks than there are racks available to rent, the Building Manager shall keep a list of those who have requested a rack and shall notify the next person on the list when a rack becomes available.

2.12E. The rental of a specific rack does not transfer with a change in residents or change in ownership of a unit. A new resident who wishes to rent a bicycle rack will be placed at the end of the waiting list, if there is one.

2.12F. The Portland Plaza rents the bicycle racks annually at a rate set by the Board of Directors. A resident has the right to renew the rack rental each year upon timely payment of the rental fee.

2.12G. The Plaza will annually invoice residents who rent a rack for the rental fee at the beginning of January. If a resident rents a bicycle rack during the year, the full rental fee applies. There shall be no refund of a bicycle fee if a person quits using a rack and no pro-rating of the fee if a person rents the rack later than January.

2.12H. Residents who are assigned a bicycle rack shall pay the rental fee within 30 days of the date of the invoice.

2.12I. If a resident renting a rack has not paid the rental fee within the time specified on the invoice, the resident shall have forfeited his or her right to use the rack and the Portland Plaza bicycle sticker shall be void.

2.12J. If there is a bicycle attached to the rental bicycle rack without a valid sticker, the Building Manager shall take the following actions:

- a. The Building Manager shall attempt to determine who owns the bicycle. If the Building Manager determines likely ownership, he or she shall request that the Portland Plaza administrative offices send a letter to that person. The letter shall specify that the Building Manager will remove the bicycle from

the rack and impound it ten days after the date of the letter unless the owner has removed it.

b. If the bicycle owner has not removed the bicycle by the date specified in the letter send pursuant to subparagraph (a), the Building Manager shall remove the bicycle from the rack, even if that means cutting a lock that secures the bicycle to the rack.

c. The Building Manager shall impound the bicycle until the owner retrieves it. The Building Manager may sell or otherwise dispose of an impounded bicycle after ninety days with consent of the Board of Directors.

2.12K. If a resident has had his or her bicycle removed from the rental rack for lack of payment or other unauthorized use of the bicycle rack, that resident may not rent a rack in the future without prior payment in full of the annual rental fee. Furthermore, a resident whose bicycle has been removed does not have a right to renew rental on the rack he or she formerly used. A resident who has had a bicycle removed from a rack by the Building Manager shall be placed at the end of any waiting list for rack rentals.

2.12L. Only current residents may rent and use the rental bicycle racks. If a resident who has rented a bicycle rack no longer resides in the Plaza, he or she shall remove the bicycle concurrent with moving out of the building. The Building Manager may impound the bicycle of anyone who does not reside in the Portland Plaza if it is attached to a rental bicycle rack.

2.12M. The Portland Plaza provides temporary bicycle parking for guests at outdoor bicycle racks in front of the library windows. These outdoor bicycle racks are for use of Portland Plaza guests only. Residents shall not use the outdoor bicycle racks.

a. Guests using the outdoor racks shall provide to the Front Desk Staff the name of the person and unit number they are visiting, how long they will be using the bicycle rack, and information to identify their bicycle.

b. A guest shall not leave a bicycle attached to the outdoor bicycle rack for longer than 24 hours.

c. The Building Manager may impound a bicycle left at the outdoor bicycle rack for longer than 24 hours.

2.12N. If the Building Manager finds a bicycle left in a common area other than attached to a rented bicycle rack or to the outdoor bicycle racks, the Building Manager shall impound that bicycle immediately.

2.12O If impounding a bicycle requires that the Building Manager must destroy a bicycle lock, the Portland Plaza shall not reimburse the bicycle owner for the lock.

2.12P The Association shall not be responsible for bicycles that are damaged or stolen while parked or stored at the Portland Plaza.

3.0 INDIVIDUAL UNITS

3.1 Use of Unit

Units in the Portland Plaza may be used solely for residential purposes. Commercial or other improper use of a unit is prohibited and the Board may take such action, including legal action, as it may see fit to prevent the improper use of any unit. Recognizing that many residents have a “home office” the condominium units are not to receive commercial traffic (visitors) that may effect building security and the quiet enjoyment by other residents of the building.

3.1A. Definition of Business use as approved by the board on 9/27/90. Use of a unit shall not be considered prohibited business use if it meets all of the following conditions.

- a) The use shall generate absolutely no additional traffic in the building (human or otherwise).
- b) The use shall generate no disruption or disturbance.
- c) The use shall cause no additional wear to the building.
- d) The use shall imply absolutely no liability for the Association.
- e) The use shall not lead to any signs visible from any common areas except as allowed in Rule 2.8A (or on external building surfaces). [May 26, 2010]

3.1B Prohibited business activities include, but are not limited to, estate sales, moving sales, or other events that residents or their representatives employ to sell used goods if such activities involve advertising to or participation by members of the general public who enter the building to participate in the sale. Residents may sell used goods among themselves and advertise such goods on the bulletin board in the Card Room, per Rule 2.8.

3.2 Maintenance Fees

3.2A. Maintenance fees are payable on the first day of each month. A late charge equal to 10% of each monthly maintenance fee will be assessed if the fee is not paid by

the tenth day of the month. Interest charges of 10% per annum will be charged from the due date of each payment that is not paid by the 10th of each month for which it is due.

3.2B. The Association reserves the right to file a lien for delinquent maintenance fees at such times as may be necessary. The articles of Declaration of Unit Owners provides that the Association must file a lien for maintenance fees that are more than 60 days delinquent. Fees for preparing, recording and satisfying a notice of lien shall be charged to the unit owner.

3.2C. In the event the Association refers the account to its attorney for collection the unit owner will be responsible for the Association's reasonable attorneys' fees whether or not a lien is filed or a lawsuit is commenced. If a lawsuit is commenced the unit owner shall pay the Association's reasonable attorneys' fees in connection with that lawsuit, including fees incurred in any appeal.

3.3 Pets [May 28 and July 30, 2008]

3.3A. Pets may be kept by residents only.

3.3B. No visiting pets are allowed in the Portland Plaza.

3.3C. Acceptable pets are common household pets, including dogs, domestic cats, birds or fish, which are generally small in size (not exceeding thirty pounds) and are capable of being carried or otherwise transported by the resident pet owner(s). The Board of Directors may allow an exception to this Rule 3.3C for an individual pet upon a written request by a resident.

3.3D. Residents shall register all of their pets with the Building Manager.

3.3E. When residents take pets outside of their units, they shall keep their pets under control via a leash or other physical restraint at all times.

a. Outside of units, residents shall restrict their pets to allowed common areas. Allowed common areas are the hallways, the elevators, the elevator lobbies in the garage, the garage, the front lobby, the entrance foyer, and the front driveway. Residents shall not take their pets into any other interior or exterior common areas.

b. Residents shall carry their pets in their arms, in containers, or in carts provided by the resident when the pets are in the hallways, in the elevators, in the elevator lobbies in the garage, in the front lobby, and in the entrance foyer.

c. Residents may walk their pets on leashes in the garage and in the

front driveway.

d. The Board may grant a resident an exemption from Rule 3.3E(b) for medical reasons upon a written request by a resident and upon certification by a medical doctor that such an exemption is necessary. [July 30, 2008]

3.3F. Residents shall place kitty litter and other pet waste in sealed heavy duty (or double) plastic bags and shall place them in the garbage loading dock dumpster.

3.3G. Each pet owner shall be responsible for any necessary cleaning or damage caused by his/her pet. A pet owner shall ensure that his/her pet does not cause a disturbance to neighbors. In addition, pursuant to Rule 4.1D, a unit owner who rents to a person with a pet shall be responsible for any damages or fines due to the conduct of that renter's pet.

3.3H. A resident who has a complaint about a pet in the building may make that complaint in writing to the Building Manager. If the problem persists, the Building Manager shall refer the matter to the Board of Directors.

3.3I Excessive or repeated violations of these rules shall result in revocation of the privilege of keeping such a pet and an immediate demand by the Board to remove such pet from the building or such other action as the Board may deem necessary or advisable.

3.4 Repairs, Remodeling and Workers in the Building [September 26, 2007]

3.4A. An owner shall make no structural changes or changes to any common systems or other common elements without prior written approval of the Board of Directors, pursuant to the Declaration of Unit Ownership of Portland Plaza and the current By-Laws of the Portland Plaza Unit Owners Association. Only the owner of a unit is authorized to carry out remodeling or repairs under this section.

a. The determination of what remodeling work or repairs constitutes a change to the structure, common systems, or other common elements shall be at the absolute and sole discretion of the Board of Directors.

b. The Board of Directors shall not delegate approval of structural changes or changes to any common systems or other common elements to the Building Manager, other staff, or any committee established by the Board of Directors.

c. The owner is solely responsible for notifying the Board of Directors in writing in advance of any plans that may involve structural changes or changes to any common system or other common elements. Discussion of plans with the Building Manager, the Front Desk Staff, contractors, or committees does not

constitute notice to the Board of Directors nor does it in any manner substitute for written approval by the Board of Directors.

d. In all matters relating to remodeling, the Declaration of Unit Ownership of Portland Plaza and the current ByLaws of the Portland Plaza Unit Owners Association take precedence over these rules.

e. Structural means any of the concrete, steel reinforced walls, columns, floors, or ceilings in the building.

f. Common systems, include, but are not limited to, electrical wiring, plumbing, air supply ducts, and bath and laundry exhaust ducts.

g. Common elements are as defined in the Declaration.

h. An owner shall submit detailed plans to the Board of Directors, in advance of any work having commenced, to obtain approval of any action that would affect the structure or any common system or other common elements of the building.

i. All repairs or remodeling work carried out after written approval of the Board of Directors shall be in full compliance with all applicable building codes and other regulations.

j. If the Board of Directors has provided an owner written permission after February 2005 for structural changes or changes to any common systems or other common elements pursuant to rule 3.4A and if the Board of Directors subsequently rescinds that written permission, the Association shall reimburse the owner for the costs to restore the structural changes or changes to any common systems or other common elements to the condition the Board of Directors requires or to such other condition as the Board of Directors and the owner may agree.

k. If the Board of Directors has provided an owner written permission after February 2005 for structural changes or changes to any common systems or other common elements pursuant to rule 3.4A, the owner shall comply with the requirements of rules 3.4B through 3.4L.

3.4B. Owners planning to remodel (or change) their units in a manner that does not require Board of Directors approval pursuant to rule 3.4A and owners who have obtained written approval from the Board of Directors pursuant to rule 3.4A must obtain written

acknowledgement in advance from the Building Manager for the remodeling before the Building Manager will allow workers into the building.

a. In requesting written acknowledgement of such remodeling plan, an owner shall submit detailed plans, schedules and copies of building permits, if any, to the Building Manager.

b. The owner shall identify the contractor(s) and provide the Building Manager contact information for the contractor(s).

c. An owner shall coordinate the schedule for the remodeling with the Building Manager. The Building Manager shall have authority to approve the schedule.

d. An owner may appeal a decision of the Building Manager that relates to remodeling to the Board of Directors.

e. An owner shall give the contractor(s) and workers a copy of Section 3.4 rules and a copy of the instructions for contractors and workers.

3.4C Owners shall only engage contractors who have a current license that is issued by the Oregon Construction Contractors Board and that is properly endorsed for the work to be performed for any work for which such a license is required by Oregon law.

3.4D Owners shall ensure that any remodeling of a unit shall be performed in a manner that minimizes disturbance to other residents.

3.4E Removal of the original textured ceiling material shall be carried out by Oregon Department of Environmental Quality-approved contractors and methods. [May 28, 2008]

3.4F Owners shall not penetrate the exterior glass or aluminum skin of the building except to install an approved window vent. The Building Manager maintains specifications for approved window vents and approved installers. At the request of an owner, the Building Manager may arrange for the installation of an approved window vent. The owner requesting the installation shall pay the supplier and installer directly.

3.4G Owners are responsible for repairing and restoring at their expense any alterations to structural elements, common systems, or other common elements that may result from their activities that the Board of Directors did not approve pursuant to Section 3.4A. An owner shall grant to the Association, upon its timely request, access for a person designated by the Board of Directors to his or her unit while the repair or remodeling is underway in order for

the Association to verify that the structure, common systems and/or common elements have not been changed or encroached upon.

3.4H. Employees or contractors of the Association shall not perform any maintenance services for residents in a unit during their hours of employment or contracting by the Association.

3.4I. Workers shall not use the hobby shop.

3.4J Workers shall use Elevator No. One only, except as provided in subparagraph (b) below. [March 29, 2006]

a. Elevator No. One is for transporting materials and equipment. Workers carrying tools or construction materials or equipment shall not use Elevators No. Two or No. Three.

b. Workers who clean units shall use Elevator No. One except that, at the discretion of the Front Desk Staff, such workers may use Elevators No. Two or Three when Elevator One is not available. [March 29, 2006]

c. Workers may reserve Elevator No. One, if it is available. It should be reserved in advance by contacting the Front Desk Staff at the lobby desk. Elevator No. One is available by advance reservation use 8:00 a.m. to 5:00 p.m., Monday through Saturday. Workers shall not use elevators on Sundays and the following Holidays: New Year's Day, Dr. Martin Luther King, Jr., Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, and Christmas, as those days are observed. [March 29, 2006]

d. The elevator is not to be left out of service any longer than necessary. Workers shall plan the movement of materials to minimize elevator time.

e. Workers shall use wall and floor coverings to protect the elevator surfaces from damage when they are transporting equipment, materials, or other supplies that could damage the interior surface of the elevator. The Front Desk Staff is responsible for the installation and removal of the wall and floor coverings upon reasonable notice.

3.4K. Working within the Portland Plaza Building.

a. Normal work hours within the condominium units are 8:00 a.m. to 5:00 p.m., Monday through Saturday. Non-emergency work outside of those

hours must be approved in advance by the Building Manager. The Front Desk Staff may approve emergency work outside of normal work hours, but the Front Desk Staff shall promptly notify the Building Manager.

b. Workers shall register with Front Desk Staff at the lobby desk when working within the building.

c. Parking in the garages is limited. Requests for parking may be arranged through the Front Desk Staff at the lobby desk, if it is available. There is no assurance that parking will be provided. Parking spaces are individually owned and not usually available for use by workers or others.

d. Noise is to be kept to a minimum so that other residents are not disturbed. If the work would cause noise that will carry to other residential units, the workers shall notify the Building Manager in advance. (503.228.6569).

e. Workers are responsible for keeping the halls, elevators, elevator lobbies, garages, and all other common areas free of construction material at all times. Materials cannot be stored in common areas.

f. All common areas shall be kept free of litter, dirt, dust, and debris from construction work at all times. Workers shall not dump trash down the trash chute and workers shall not dispose of construction debris in the Portland Plaza trash dumpsters. Workers are responsible for taking debris off site and shall not leave it in the common areas. The Building Manager shall charge the unit owner for the cost of clean up, with a minimum of \$25.00 for each incident related to construction that requires cleanup.

g. Owners and residents shall not dispose of large quantities of construction debris in the Portland Plaza trash dumpsters. [August 22, 2006]

h. Grocery carts located in the loading dock area are available for workers. Workers shall not use the rectangular carts located in the elevator lobbies. Workers shall return grocery carts to loading dock for use by others.

i. Workers who fail to cooperate may be asked to leave the building. The Building Manager or the Front Desk Staff may deny access to the building to workers who do not cooperate with the Building Manager's or the Front Desk Staff's orders or who damage or soil any common elements. Unit owners are ultimately responsible for actions of their contractors or workers and are responsible for any damage to common elements caused by their contractors or workers. The Board of Directors may charge an owner who employed a worker

for any repairs of damage or cleaning required as a result of actions of that worker. [August 22, 2006]

j. The loading dock area must be reserved in advance for pick up or delivery of materials. Workers are responsible for replacing safety railing immediately after use.

k. Oversized vehicles less than 10 feet high that have the Front Desk Staff authorization to use the loading dock shall use the exit garage door as directed by the Front Desk Staff. Vehicles taller than 10 feet will not fit in the doorway.

l. Vehicles taller than 7 feet are not allowed on level P-1 and vehicles taller than 6 feet, 6 inches are not allowed on level P-2.

m. If an owner is not at home to provide access to his or her residential unit for a worker(s) or company, the Front Desk Staff may provide access if the owner has provided the Front Desk Staff with a key and has provided staff with written entrance permission on the appropriate form on file at the concierge desk for the specifically-named worker or company.

3.4L. The terms “contractor” and “worker” used in Rule 3.4 shall apply to any owner doing his or her own construction work in a residential unit.

3.5 Trash [06/29/05]

3.5A. Trash chutes are located on each floor near the elevators. Care should be taken not to throw any burning material into the chutes or trash bins.

3.5B. Seal all trash in plastic garbage bags and place down the trash chute.

3.5C. Do not force oversized items into the trash chute.

3.5D. Hours for depositing trash in the chute are 8:00 a.m. to 10:00 p.m.

3.5E. Place recyclables in the appropriate baskets that are provided.

3.5F. Do not place cardboard boxes in the trash chute.

3.5G. All other trash items are to be placed in the dumpster located in garage loading dock.

3.5H. The Building Manager shall charge residents for the cost of cleaning up trash for which they, their guests or their workers are responsible. Owners who lease units are responsible for charges incurred by their tenants. The minimum clean up fee is \$25.00.

3.6 Deliveries and Removal [September 26, 2007]

3.6A. Residents shall make a reservation for Elevator One with the Front Desk Staff at least 24 hours in advance of moving in or out any furniture, appliances, other large items, or tools or equipment that may damage an unprotected elevator. The delivery person or resident shall sign a form at the Front Desk that identifies the mover, the unit to which the item is delivered or from which it is removed, a description of the item, and the time of the move. Residents may only reserve Elevator One for use between 8:00 AM and 5:00 PM, Monday through Saturday. Residents cannot reserve Elevator One for use on Sundays and holidays. (See Rule 3.4J(c) for a list of holidays.)

3.6B. The Front Desk Staff will accept packages, including those delivered by mail. Packages should be picked up within five (5) days after notice of their arrival, unless other arrangements have been made. Packages which are unclaimed after a reasonable period of time will be returned to sender. The Portland Plaza Unit Owners Association and the Management Company accept no liability whatsoever for packages that are not picked up by the addressee within five days of delivery to the Portland Plaza front desk.

3.6C. If a resident cannot be home when a delivery or person to perform any service in the unit is expected, he/she should make necessary arrangements with the Front Desk Staff. If the resident wishes to permit entry to the unit, he/she must provide *written* instructions on Entrance Permission forms available at the lobby desk. The Front Desk Staff is not allowed to admit delivery or service personnel to a unit without prior written approval.

3.7 Noise and Odors

3.7A. All excessive noise is prohibited. There shall be no loud playing of radios, television, musical instruments nor boisterous talking.

3.7B. Strong seasonings, strong paints, lacquers and other strong smelling items which may affect other residents may not be used in the building.

3.8 Guests [06/29/05]

3.8A. The Front Desk Staff may not admit anyone into a residential unit without prior written authorization by the resident of the unit. If a person requesting admittance has been authorized by the resident to be admitted or has a key to the unit, the registered resident shall be completely responsible for anything resulting from the person(s) having access to the unit.

3.8B. Guests of residents who are loaned an exterior door key by a resident shall be listed with Building Manager. The resident shall be held responsible for anything resulting from the person(s) having access to the building. See rule 2.6E regarding obtaining loaner keys from the Building Manager.

3.8C. Except for functions in the Terrace Room for which a resident has provided the Front Desk Staff a written list of guests, the Front Desk Staff shall not admit guests to the building in lieu of the guests using the call box in the foyer to contact the resident they are visiting. [January 29, 2008]

3.9 Extended Absences [06/29/05]

A resident should notify the Front Desk Staff in advance of any extended absence from the unit. A form is available from the Front Desk Staff for this purpose.

3.10 Unit Door Key Policy [06/29/05]

3.10A. The Board of Directors has adopted the following policy with respect to holding keys to units in the Portland Plaza Condominium building to use for emergency access to units and/or to be delivered at the direction of a resident/owner to a third party.

3.10B. Emergency Access. From time to time, it is necessary for the Building Manager, Board of Directors or their representative to have access to a unit in the event of an emergency threatening the common property or the property or person of a unit owner. Any resident may deliver a key to the Association to be held in the Association's Front Desk Staff's key cabinet and/or the Building Manager's office safe. A log of the dates and times any such keys are used will be maintained by the Building Manager. If you fail to provide a key for access when emergency access is needed, the cost of gaining access, making any repairs and providing security while repairs are being made to the door and/or lock will be charged to the individual unit owner. If a key has been delivered to the Front Desk Staff and maintained in the key cabinet or the safe, repairs for emergency access, repairing a lock and security will be at the expense of the Association. Individual owners are responsible for providing new keys when door locks are re-keyed.

3.10C. Release of a Key Cabinet Key to a Third Party. Any resident or owner may direct that the key maintained in the key cabinet be delivered to themselves or a third party by written authorization. The authorization shall be on a form provided by the Front Desk Staff. [September 26, 2007]

3.10D. Release of Office Safe Keys. Keys placed in the office safe provide a higher level of key security and greatly restricted access. Keys maintained in the office safe may

only be released to the owner and/or resident of the unit, and not a third party. Advance arrangements must be made in writing to remove a key from the office safe. Keys in the safe may be used by the Association for emergency situations including fire, medical, water and maintenance requirements as related to safety and normal building systems. Any time the Association's representatives use a key for access to a unit a report will be provided to the resident and/or owner. Keys maintained in the office safe are not available for use by residents/owners for access to their property in such cases as when they find themselves locked out of their unit, etc.

3.10E. Direct Access to Units. Any owner wishing to provide direct access to his unit to a third party may do so by delivering a key personally to such party. An owner furnishing a key to a third party and requesting that they have access to the general common area shall notify the Front Desk Staff in writing of such request by completing the appropriate form provided by the Front Desk Staff. The request may be made for a specific period of time or indefinitely. All such forms shall be maintained by the Front Desk Staff and the identity of any person other than a resident shall be checked prior to access being permitted.

3.10F. Written Requests are Required. The Association's agents, including the Building Manager and the Front Desk Staff will not be permitted to accept verbal requests for delivering keys to a third party or return of keys to the unit owner and/or resident. Written documentation using the Association's designated key forms is mandatory. No exceptions are permitted.

3.10G. Indemnification. Provided that the Portland Plaza Unit Owners Associations, Inc., including its Board of Directors, the Building Manager and the Front Desk Staff act with reasonable care, each unit owner and resident agrees to indemnify, defend and hold harmless the Board of Directors, Association, the Building Manager and the Front Desk Staff from any loss or damage to persons or property arising from or claimed to arise out of the delivery of keys to such resident's or owner's unit pursuant to such owner's or resident's request.

3.10H. Written Notice to the Association on Key Status. All residents and/or owners are to complete the Association's key status form identifying their individual position on whether or not they plan to issue a key for holding by the Building Manager or the Front Desk Staff.

3.10I. Keys placed in the key cabinet can be removed permanently only by written request through the Building Manager. Keys on loan from the key cabinet are to be returned to the Front Desk Staff within eight hours.

3.11 Insurance [January 29, 2008]

The Association shall obtain and maintain in force policies of insurance as provided in the Declaration and Bylaws of the Association and as set forth in the Amended Portland Plaza Unit

Owners Association Board of Directors Resolution Dated January 29, 2008, Regarding Insurance.

3.12 Fire Smoke Detectors [September 26, 2007]

a. All individual Condominium units are to have an operating fire smoke detector at all times.

b. All unit owners are responsible for responding to the Association's annual survey whereby owners/residents certify that they have an operating fire smoke detector in their condominium unit. Unit owners shall reply to the survey within 30 days of the date the Association puts it in the mail.

c. If the unit owner does not respond to the survey within 30 days, the Building Manager shall have the authority to enter the condominium unit to inspect the fire smoke detector, repair or install a new smoke detector. Costs for the inspection, work performed, locksmith for access, new locks to secure the door and other related costs will be the responsibility of the unit owner.

4.0 SALE, LEASING AND OTHER OCCUPANCIES

4.1 Sale Leasing and Other Occupancy of Units [06/29/05]

4.1A. An owner listing his/her unit for sale or rental must notify the Building Manager. Each owner is responsible for the actions of any agent selling or renting their unit and should make certain that such agent receives a copy of the Rules and makes a prospective owner or tenant aware of the Rules.

4.1B. The owner and their agent must have the tenant or other person occupying a unit with the owner's permission either (a) sign a statement that he/she has read, understands, and agrees to abide by the Rules and agrees that failure to abide by the Rules shall constitute a default under his/her lease or occupancy agreement and be grounds for termination by the Landlord, or (b) file with the Building Manager copy of a written lease containing substantially the following language:

Tenants shall conduct themselves and require other persons permitted in the premises with their consent to conduct themselves in a manner that will not disturb his neighbor's peaceful enjoyment of the premises.

Tenants shall comply with all conditions and restrictions set forth in the Portland Plaza Declaration of Unit Ownership, the Amended Bylaws of the Portland Plaza Unit Owners Association, and Rules and Regulations adopted there under. [May 28, 2008]

4.1C. An owner must provide the Building Manager with the name(s), telephone number and vehicle license number(s) of his/her tenant and the term of period of the tenant's occupancy, and should introduce, or have his/her agent introduce, the tenant to the Building Manager.

4.1D. Each owner is responsible for his/her tenant or other person occupying a unit with the owner's permission and is liable for any damage to property or violation of Rules by such tenant or occupant. The Portland Plaza Board of Directors reserves the right to demand, within thirty days of written notice, that a unit owner remove his/her tenant or other person from the building for failure to comply with the rules or causing damage to the building.

4.2 Move-in and Move-out [September 26, 2007]

4.2A. Residents shall move in and move out only using Elevator One and shall access or leave the building for such purposes only through the garage. (See Rules 2.1I and 3.6A)

4.2B. The Building Manager or the Front Desk Staff shall not schedule Elevator One for a move-in or move-out until the Building Manager receives payment of designated fees or deposits and a written statement signed by the tenant that tenant has received a copy of the rules and agrees to abide by the Association's rules.

4.2C. New owners or tenants moving into an unfurnished unit are charged a non-refundable move-in/move-out fee of \$200.00 and a \$200.00 refundable move-out deposit. Owners are responsible for any damage caused by themselves or their tenants moving into or out of the building. For any damages caused by a resident moving into the building, the Association shall not apply any of the \$200.00 move-in fee to cover the cost of such damages. The \$200.00 move-out deposit is refundable, less any damages, cleaning or key charges. If there is more than \$200.00 in damages from a move-out or for cleaning or key charges, the owner shall be responsible for those costs.

4.2D. The Building Manager's written approval is required prior to reserving Elevator One for move-in/move-out or moving from one unit to another. Elevator One must be reserved at least 72 hours prior to move-in or move-out. Moving hours are between 8:00 AM and 5:00 PM, Monday through Saturday. No moving is permitted on Sundays and major holidays. (See Rule 3.4J(c) for a list of holidays.) No more than one (1) move-in/move-out per day will be scheduled.

4.2E. The move-in/move-out fee entitles an owner or tenant to use the freight elevator one day on move-in and one day on move-out. If more time is required, a charge of

\$75.00 per day will be made. For a move from one unit to another requiring the use of the freight elevator a charge of \$75.00 per day will be made.

4.2F. The Association shall charge residents a \$50.00 fee for moving from one unit to another on the same floor if it does not involve the use of the elevator.

The Association shall charge the owner a \$25.00 fee when there is a change of occupants in a furnished rental unit.

4.2G. A new owner or tenant must provide the Building Manager the date and approximate time of moving in or moving out and whether by private car, U-Haul truck or moving company. Residents and their movers shall not attempt to bring trucks through the garage door without the assistance of the Front Desk Staff. Oversized vehicles less than 10 feet high that have the Front Desk Staff authorization to use the loading dock shall use the exit garage door as directed by the Front Desk Staff. Vehicles taller than 10 feet will not fit in the doorway. Vehicles taller than 7 feet are not allowed on level P-1 and vehicles taller than 6 feet, 6 inches are not allowed on level P-2.

4.2H. All moving firms/individuals must register at the lobby desk upon arrival at the building. The Front Desk Staff will coordinate moving arrangements within the building.

4.2I. Vehicles parked in the street usually require a permit from the City of Portland.

4.2J. Protective coverings on the walls and floors of elevators are required. Residents and their movers shall not use Elevator One until Front Desk Staff has installed the protective coverings.

4.2K. In addition to responsibility for any damages caused by moving in or moving out, unit owners, tenants, and movers are responsible for vacuuming halls, elevators and garage areas when they have completed their work. A vacuum cleaner may be borrowed by checking with the Front Desk Staff. If cleanup is required by the Association, the Building Manager shall charge the unit owner for the cost of clean-up, with a minimum charge of \$25.00.

4.2L. All litter and boxes must be removed from the building. The Association does not provide disposal service for moving boxes.

4.2M. The safety railings on the loading dock must be replaced prior to departure and elevator lobby doors closed and locked.

4.2N. Movers must return the elevator to the lobby and check with the Front Desk Staff prior to departure.

4.2O. Building exterior door keys, blue storage locker keys (if applicable), hall storage closet keys, and garage door openers must be returned to the Portland Plaza office no later than the day of move out. (See Rules 2.3D, 2.6, 2.7C, and 2.11.)

4.2P. If an item is over 8 feet in length, movers can make arrangements with the elevator company so that the item can be placed on top of the elevator. The elevator company has an additional charge for this service and advance arrangements are necessary. The resident is responsible for paying the additional charges.

5.0 VIOLATIONS OF THE RULES [December 1, 2009]

5.1 The Building Manager has initial responsibility for ensuring residents and others in the building abide by the rules. The Building Manager may do so on his or her initiative or after an infraction has been brought to his or her attention by a resident or by the Front Desk Staff.

5.2 Any resident who feels that there has been an infraction of the Rules should bring the matter to the attention of the Building Manager in writing, who will resolve it or refer it to the Board.

5.3 The Rules shall be enforced by the Board in such manner as may seem appropriate, including the levying of reasonable fines, as set forth below.

5.4 Any unit owner or renter allegedly in violation of these rules and regulations shall be notified in writing by the Association's management company of the specific violation, the correction requested, the length of time to effect the correction, and the consequences of non-compliance. If a renter is notified of a violation, the management company shall also notify the owner of the renter's unit.

5.5 The Board may levy a fine only after any non-compliant owner or renter has been given reasonable opportunity to appear before the Board and be heard on the matter. The Board shall notify the owner or renter by mail that he or she has a right to a hearing. The owner or renter shall reply to the Board's notification by mail by a date certain whether he or she requests a hearing before the Board. The Board shall hold a hearing if the owner or renter requests one in writing.

5.6 The Board's decision to levy a fine is final.

5.7 A fine shall be due within 30 days when levied. Unit owners shall be responsible for a fine incurred by their renters if such a fine is not paid by the renter within 30

days when levied. An unpaid fine shall be added to the next monthly maintenance fee and may become a lien if left unpaid.

5.8 The Board may impose fines on a one-time basis, for each occurrence, or on a continuing daily, weekly, or monthly basis. As used in this section, 5.0, “fines” also applies to charges for cleaning, loss or repairs of damages to common areas and limited common areas as set forth in other rules. The fines for other than cleaning, loss or repair of common areas and limited common areas shall be:

First incident	\$ 50
Second similar incident	\$100
Third and every subsequent similar incident	\$150

5.9 The Association shall be entitled to reimbursement for its reasonable attorneys’ fees incurred in connection with the enforcement of the Association’s Rules, By-Laws and Declaration of Unit Ownership, including the rendering of legal advice concerning the enforcement, and whether or not a lien is filed or any action or suit is filed. In the event suit or action is instituted to interpret or enforce the Association’s Rules, By-Laws or Declaration of Unit Ownership, the Association shall be entitled to recover such sum as the Court may judge reasonable attorneys’ fees at trial, or any appeal, and on any petition for review, in addition to all other sums provided by law.

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

6.0 HEAT PUMPS WITHIN THE CONDOMINIUM UNITS [06/29/05]

6.1 The integrity of the water pipes and hoses associated with the individual heat pump units is important to help prevent water leakage that will cause damage to the residential units and the common areas. The original installation of piping for the water source heat pumps is with copper or galvanized piping. When work is performed on the heat pumps, copper piping, galvanized piping or high quality flexible hose assemblies may be used.

The flexible hose assemblies shall carry the following minimum specifications:

-Minimum rating of 300 PSI working pressure and a 1200 PSI burst pressure.

-Hose assemblies shall be able to operate at normal temperatures without loss of flexibility.

-Nominal temperature range shall be -40 F to +200 F.

-Hose assemblies shall have a swivel connection on one end.

-Those portions of the connecting fittings in contact with liquid shall be brass to reduce the possibility of electrolytic action.

-Sizing shall be based on the inside diameter of the hose.

-All hose assemblies shall be hydrostatically tested prior to installation at not less than 300 PSI (Twice the maximum anticipated operating pressure).

-Ball valves will be installed in a location visible and accessible to the resident. Whenever possible these valves will be located between the main system piping and the flexible hoses. However, the first concern shall be visibility for emergency shut off.

-The following hoses are approved:

Aeroquip FC300 AQP or FC350 AQP.
Versa Flow "PSI-VersaFlow" hose assemblies.

Other assemblies may be approved on submission of test data acceptable to the Building Manager, upon consultation with the Building Committee.

-The hoses are to contain machined brass threaded mechanically attached fittings. Proper connections between the heat pump units and the building water loop will help prevent water leakage problems.

7.0 GIFTS AND GRATUITIES [08/22/06]

7.1. Owners and residents shall not give gifts or gratuities to employees of the Association, contractors of the Association, or employees of contractors of the Association.