

Cardinell View Lofts Condominiums



Rules & Regulations

AOU of Cardinell View Condominium

Board Approved Rules & Regulations Revised

5/12/2022

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INTRODUCTION

The Board of Directors (the “Board”) of the Association of Unit Owners of Cardinell View Condominiums (“Cardinell View”) has enacted the following Rules and Regulations (the “Rules” or “R&Rs”). These Rules, together with the Bylaws of the Cardinell View Condominiums (“Bylaws”), the Declaration of Unit Ownership for Cardinell View Condominiums (the “Declaration”) and any Resolutions established by the HOA Board are for the purpose of governing members of the Association of Unit Owners of Cardinell View Condominiums (the “Association” or “HOA”) and managing the property of the Association.

These are binding regulations of the Association and must be adhered to by all Owners, Tenants, Occupants, Guests, and Visitors. In this document, the term “Owner(s)” refers to the legal Owners of the units and the term “Occupant(s)” refers to any and all Tenants, Occupants, Guests, Visitors, Invitees and Licensees.

Fines will be assessed for noncompliance with the R&Rs, Bylaws, Declaration, Resolutions and any other Laws that govern the Association. Owners are responsible for any noncompliance by their Occupants and can be fined for such noncompliance. The Association is governed by five duly elected Board Members who serve on a volunteer basis and receive no compensation. The Association employs a management company (“Management”) to handle the day-to-day activities of the Association. Management handles all payments, repairs, landscaping, emergencies, etc. under the direction of the Board. Communications regarding such issues should be directed to Management (FRESH START Real Estate, Inc – manager@freshstartoforegon.com – or 503-319-5848).

If an Owner has an issue they wish to discuss with the Board, they can contact Management. The HOA is responsible for any cost(s) associated with calls to Management or any other vendor/contractor for items not within the HOA’s responsibility.

It is not the responsibility of the Association to act as a referee between Residents. Please try to work out your differences in a neighborly manner, on a person-to-person basis, if possible and safe to do so. If you cannot do so, you should pursue your remedies either by calling the police, pursuing civil remedies, or calling other regulatory agencies that may be able to assist you. The Board will only become involved when an Owner or Occupant is violating the R&Rs, Bylaws, Resolutions, or Declarations of the Association. The Board’s involvement in violations is limited to the enforcement procedures set forth herein. Board members are not police officers and it is not safe for Board Members to confront Owners or Occupants during a dispute.

All Owners shall keep the Board and Management advised of their current contact information including name, address, phone numbers, email address, and any emergency contact information, as well as the same for any Occupant(s) of the Unit, including Tenants and Roommates.

Common elements include the building exterior walls, roof, walkways, halls and trash & recycling area. Limited common elements include storage rooms, parking spaces, and fenced yard areas. In the event of a conflict, the Declarations, Bylaws, Resolutions and recent Board decisions, shall take precedence over the R&Rs. This introduction is part of the R&Rs and is enforceable as any other rule. Final interpretation of the R&Rs rests with the Board. This document supersedes previous versions of the R&Rs.

Condominium living requires extra courtesy from Residents due to close proximity with neighbors. Please remember this at all times to ensure that you, your family, Tenants, Occupants, Guests, and your pets behave in the considerate manner you desire from your neighbors. If you witness a violation of any Association rule, PLEASE call or notify FRESH START Real Estate, Inc. in writing. Photographs of violations are extremely helpful. Notify the police regarding violations of the law such as excessive noise, physical violence, verbal abuse, domestic problems, trespass, or any illegal conduct.

CONTACTING MANAGEMENT

Management is the primary contact for Owners (FRESH START Real Estate, Inc – manager@freshstartoforegon.com – or 503-319-5848).

In the event of a unit Owner's concern, you can contact FRESH START Real Estate, Inc. and request the communications be forwarded to the Board to be reviewed at a future Board Meeting. The Board meets only five times a year, once each quarter and one annual Owners' meeting. Contacting FRESH START Real Estate, Inc. will ensure a timely response.

VIOLATIONS - Per the Fine and Enforcement Resolution

Attached as Exhibit "A" is the Fine and Enforcement Resolution, which outlines timelines, fines imposed and the hearing process.

OWNER'S RESPONSIBILITIES

Owners shall reimburse the Association for any costs the Association incurs due to violation of the Declaration, Bylaws, Resolutions, R&Rs, or applicable local State or Federal Laws. The Owner shall pay the Association's additional costs related to violations committed by the Owner or any Occupant, Tenant, or Visitor of the Owner.

In the event the Association retains the services of legal counsel to pursue enforcement or a response to a violation of the Governing Documents and/or R&Rs, the Owner will be financially responsible for all costs incurred as allowed by applicable law.

ASSESSMENTS - Per the Collection Resolution

Attached as Exhibit "B" is the Collection Resolution, which outlines current assessment due dates, late fees and the collection process.

NOTICES & NOTIFICATIONS

1. All Board Meeting notices will be posted three days prior to the meeting on the HOA's website and on the HOA calendar. Notice of Board Meetings will be posted onsite at the Cardinell View building.
2. Attached as Exhibit "C" is the Notification Process Resolution, which outlines the electronic notification process of the Community.
3. The Community website is located at www.cardinellview.com. If you do not have a username or password you can register and set up your account online or if you are having issues, please contact FRESH START Real Estate, Inc – manager@freshstartoforegon.com – or 503-319-5848. Only Homeowners will be provided a username and password to the site.

OWNER & TENANT INFORMATION

1. All Homeowners must provide FRESH START Real Estate, Inc. with the following information:
 - a. Home and/or cell numbers
 - b. Mailing address, if different than the unit address
 - c. Email address
 - d. Emergency contact
 - e. It is the responsibility of each Owner to provide any change of information to FRESH START Real Estate, Inc. within 30 days.
2. All rental units must provide FRESH START Real Estate, Inc. with the following information:
 - a. Signed lease
 - b. Tenant Registration form that includes the following information:
 - i. Home and/or cell telephone numbers of renters
 - ii. Renter's email address
 - iii. Emergency contact
 - c. Vehicle Registration Form
 - d. It is the responsibility of each Owner to provide any change of information to FRESH START Real Estate, Inc. within 5 days.

ELECTRONIC USE

Exterior cable, telephone hook-up boxes, satellite dishes, outdoor lighting, noise making devices and antennas are prohibited from installation on any part of the common elements, which include the exterior walls and roofs of the building without prior Board approval.

AIR CONDITIONERS

Window air conditioners are prohibited at all times. Only internal (floor) air conditioner units with a window exhaust of no more than 5 inches may be used.

DRYERS

All clothes dryers used in the building must be ventless. Ventless clothes dryers have no output air vent and rely on other methods to dispel the moisture laden air. Two types are condensation dryers and heat pump dryers. Ventless dryers do not require installation of a vent pipe. There are no outside vents to accommodate conventional dryers. Using a conventional dryer could cause excessive moisture leading to mold issues. Homeowners will be responsible for all needed repairs when not using the above mentioned ventless dryer.

GARBAGE & RECYCLING

1. Garbage is to be placed inside the dumpster and recycling must be placed inside the recycling receptacles.
2. Only household garbage may be put in the dumpsters. The dumpsters are not to be used for disposal of furniture, building materials, or other large items which the Association is charged an additional fee for. Owners and Occupants need to contact the waste management service or another waste removal company to make arrangements for the disposal of such items.

3. Garbage cannot be kept in or on any common or limited common area overnight.
4. Littering anywhere on the property is prohibited.
5. Only certain materials are recycled by the waste management service. The waste management service provides information regarding what materials may be recycled and how materials must be sorted. Placing materials in the recycling receptacles that the waste management service does not recycle, or improperly sorting materials, results in the entire load being thrown away and thus defeats the purpose of recycling. Additionally, the Association can be charged additional fees if improper materials are placed in the recycling bins or if materials are improperly sorted. Such additional fees will be assessed to Owners of units responsible for the violation. Therefore, use of the recycling receptacles must comply with our recycling service's rules regarding materials and sorting. Note: Styrofoam is not recyclable and cardboard which is wet or otherwise soiled (i.e. pizza boxes) is not recyclable.
6. Throwing or dropping of cigarette butts on any common ground, exterior or interior, is prohibited. Cigarette butts are to be disposed of in the container at the base of the stairs on the northeast corner of the property.
7. Any violations of the above rules will result with issuance of appropriate violation notice and the Owner will be billed back the cost for disposal or clean up. Note: Initial violation notice starts with a Notice to Correct. **Owners are responsible for all fines incurred by their Tenants.**

INSURANCE RESTRICTIONS

1. Owners will not keep or do in their Unit, or in any common or limited common elements/areas, anything that will increase the cost of the Association's insurance policy. Likewise, Owners will not permit anything to be done or kept in their Unit, or in the common or limited common elements, which will result in cancellation of insurance on any home or on any part of the common or limited common elements.
2. Owners are required to notify the Board of all improvements made to their Unit, the value of which is in excess of \$1,500.00.
3. The Owners of any "Rental" unit (i.e. a unit the Owner collects rental income on) are required to provide the Board with proof of rental dwelling insurance with no less than \$300,000 of liability coverage. If the Owner lives in the unit and collects rent from a roommate, this is not deemed a Rental.
4. Owners shall be responsible for obtaining and maintaining insurance policies covering Owner's property, including the cost of any deductible for which the Owner may be responsible for.
5. Common areas are occupied at Owners' and Occupants' own risk.
6. The insurance supplied by the Association does not cover the personal property of the Owners or Occupants in the event of fire or other occurrence. Owners are responsible for obtaining condominium or rental insurance to cover their own and their Occupants' personal property. Note: Appliances are the personal property of the unit Owner.
7. Attached as Exhibit "D" is the Insurance Resolution, adopted by the Board on April 6, 2015.

MISCELLANEOUS & NUISANCE

1. Neighbor disputes and domestic problems are not the responsibility of the Board and must be settled between the disputing parties and/or referred to the police or other applicable Government agencies.

2. Owners must provide the Board and Management their address (if different from unit address), phone number, and email address, and the name(s), phone number(s), and email address(es) of any Occupant(s) that reside in the unit over 30 days.
3. Owners must provide their realtors with copies of the R&Rs prior to listing their unit and signing a listing agreement.
4. Improper window treatments including, but not limited to, tapestries, sheets, paper, flags, signs, cardboard, and other inappropriate materials/items are prohibited. White is the only approved color which is allowed to be viewed from the exterior.
5. All timers for sprinklers/soaker hoses and lights, etc. as well as other common and limited common element/area items are closely monitored. Owners are responsible for any resulting damage and/or costs incurred, up to and including fines and/or legal action if the Owner or any of his/her Occupants tamper with or damage such items. Note: Turning off a faucet or light switch/plug with a timer results in turning the timer off. The Association will then be required to call its various vendors to reset the timer and incur additional expenses.
6. Any illegal activity by an Owner or Occupant on the premises is a violation of these Rules and Regulations.
7. Owners are responsible for any fees or costs associated with financing, insuring, etc. of their unit including, but not limited to, application/form costs/fees, and appraisals.
8. Access to common area doors is accessible only via electronic FOBs as of 03/01/2010. Each individual unit is allotted two FOBs. In the event a FOB is lost or stolen, Management must be notified within 24 hours for building security purposes. No more than two FOBs are allowed per unit unless authorized by the Board of Directors. The cost for an additional FOB or to replace a missing FOB is \$75.00.
9. Smoking is prohibited in the building and on the property. There is no way to contain smoke within any individual unit, therefore smoking is not allowed in the building. Smoking is prohibited in the parking lots and on any other part of the property. Smokers must be on the sidewalk at the northeast corner of the property or across the street. Owners are responsible for the conduct of their Tenants and Guests. Smoking includes not only tobacco, but any other substance. Vaping or use of e-cigarettes in any common area is also prohibited. Burning incense releases smoke and perfumes into the air which some Occupants may be sensitive to. If an Occupant chooses to burn incense, they must take precautions to contain the smoke. If smoke from a unit is entering into common areas or entering into another unit, it is considered a nuisance and the unit Owner may receive violations and fines as outlined in the Fine and Enforcement Resolution.
10. Odors associated with cooking and other day-to-day activities can be considered a nuisance if they enter the Association common areas and/or other units in the Community. Suggested methods of containing odors would be to install weather stripping on the unit door, install a door sweep and take care to open windows as needed to prevent odors. If the odor is reported continually as being a nuisance to others, the unit Owner is subject to possible violations and/or fines as outlined in the Fine and Enforcement Resolution.
11. Christmas lights and holiday displays and/or holiday signage is only allowed from December 1st - January 5th of each year. If a Homeowner does not remove the lights and or holiday displays including signage, Management will send a letter, as outlined in the Fine and Enforcement Policy, requesting a timeframe for removal.
12. Quiet times are between the hours of 10:00 p.m. and 7:00 a.m. All Homeowners, Tenants, and Guests are to take extra care not to create noise while in common areas in and around the building. All activities within the unit should not be audible from neighboring units and no activity should cause sound to be heard between common walls or transmitted between floor and ceiling.

PETS

1. All pet owners residing at or visiting the condominium must observe all local County guidelines, rules, and/or regulations related to pets.
2. Dogs must be leashed and under the dog owner's immediate control and attention at all times. Dogs are not allowed to run free on the grounds including, but not limited to, lawns, sidewalks, walkways, and driveways.
3. Dog owners must clean up their dog's defecation immediately.
4. Dogs are prohibited from urinating or defecating in or on any plantings in the condominium or any common and limited common areas.
5. Dogs are prohibited from barking or whimpering incessantly, or in a way that unreasonably disturbs other Owners.
6. Dogs are prohibited from digging in planting beds.
7. Owners will be responsible for the cost of repairing or replacing any common or limited common element/area damaged by their pet or the pet of their Occupants or Visitors. The cost of such repair or replacement shall be assessed to the Owner's account ledger.
9. Only domestic animals are allowed. No exotic animals are allowed including, but not limited to, snakes, insects, non-domesticated cats (i.e. tigers, cougars, lions), farm animals, and any animal deemed to threaten the well-being of the Community.
10. Pursuant to ByLaws Section 5; After sending two notices in writing to the Owner of violations of any provision of the Pet Rules and Regulations, the Board shall have the right to require removal of a pet from the condominium. Owners will have 15 days from date of letter to coordinate permanent removal.

RENOVATIONS - Per the Bylaws, Article IX, Section 2

Exterior

No exterior renovations are allowed by Homeowners, Tenants, Occupants, or Visitors. Any exterior repairs need to be reported to Management.

Interior

1. No interior structural modification may be made without prior written permission from the Board. Structural modifications may include removing or altering any portion of an interior wall, vaulting or lowering the ceiling.
2. Windows and unit doors may not be replaced or changed without prior approval from the Board of Directors.
3. The second through eighth floor units with hard flooring (wood, laminate, tile, etc.) must cover 75% of the hard flooring surfaces with furniture, rugs or carpet. Wood or hard flooring does not include linoleum installed in kitchens and bathrooms.
4. All wood or hard flooring must be installed with sound dampening material to reduce sound transfer to the unit below.
5. The Owner is responsible for any damage to limited or common elements resulting from work on, or neglect of, the unit interior. The cost to repair such damage shall be assessed to the Owner's account ledger.
6. All interior modifications must be made according to prevailing building codes.

7. If prior written permission from the Board is not obtained before structural changes are made, the cost of repairing or remediating such changes will be assessed to the unit.
8. No screws or nails may be used to penetrate the floor, ceiling, or concrete archways inside an Owner's unit as there is the potential of puncturing the radiant heating system. The Owner will be responsible for any damage to their unit, any neighboring units, and any repairs needed for the heating system if the radiant heat line is punctured.

RENTALS AND MOVE IN/OUT POLICY

1. Attached as Exhibit "E" is the Move In and Out/Rental Registration Resolution, adopted by the Board on April 8, 2013.
2. Owners must inform Management as soon as they know they will cease to rent their unit.
3. Owners must give Tenants a copy of the CC&Rs, Bylaws, Resolutions and the R&Rs before the lease between the Owner and the Tenant is signed. Additionally, Owners must provide all non-owner Occupants a copy of the Bylaws and the R&Rs. Owners must enforce their Tenants' and Occupants' compliance with the Bylaws and R&Rs. Owners shall specifically inform potential Tenants regarding the reserved parking and potential of being towed.
4. Owners must provide Management with names, phone numbers, and email addresses of all Tenants/Occupants of the unit. As with other violations of the R&Rs, Owners are subject to possible violations and fines as outlined in the Fine and Enforcement Resolution.
5. Owners are responsible for any violations of the Declaration, Bylaws, Resolutions and the R&Rs by their Tenants and Occupants. Any fines, costs, or fees resulting from such violations are the responsibility of the unit Owner.
6. Owners and Residents must call and notify FRESH START Real Estate, Inc. of the date and time for any large item deliveries (furniture, appliances, etc.). Large item deliveries that are not scheduled with Management prior to the delivery date are subject to a \$50.00 fine.
7. All move in and move outs must be scheduled at least 5 business days prior to the event. The Homeowner or Homeowner's agent will need to notify Management with confirmation that the notice was received via phone, mail or email. Moving times are restricted to 7:00 a.m. to 10:00 p.m.

PARKING

Parking spaces are individually assigned and are the deeded property of their respective Owners. As such, they are for the exclusive use of their Owners. Owners and Residents parking in spaces not deeded to them will be towed at their expense. Owners are responsible for their Tenants and Guests. Violations will be billed to the unit Owners.

STORAGE UNITS

1. The Association is not liable for items stored in the storage units.
2. No dangerous, flammable, or illegal materials are allowed in the storage units.
3. No motorcycles or other motor vehicles may be stored in the storage units.
4. Storage units may not be rented out to non-residents.
5. Storage units are for storage only. Storage units may not be used as living space.
6. Owners, Tenants, and Occupants may not store items in any common areas, including storage unit hallways. Items stored in common areas will be discarded.

COMMUNITY WEBSITE

The Association's website is www.cardinellview.com. The website is maintained at the Board's discretion by Management. In the event any information on the website conflicts with the Declaration, Bylaws, R&Rs, or local, State, or Federal laws, the Declaration, Bylaws, R&Rs and local, State or Federal Laws supersedes.

RESTRICTIONS ON USE OF CONTACTS

As set forth in the Introduction, Miscellaneous and Rental sections above, Owners are required to provide the Board and Management with contact information, including telephone numbers and email addresses for themselves and the Occupants of their units. Phone numbers and email addresses are for official Association purposes only and are not to be used for any other reason.

Additionally, Management and the Board will not provide the email or phone contact information of fellow Owners, Tenants, or Occupants to others without prior approval.

Any concerns regarding the Governing Documents and the Rules and Regulations can be directed to The Management Group. Items needing further discussion will be provided to the Board of Directors to address at a Board Meeting. The Rules and Regulations can be revised at the direction of the Board of Directors in order to address future concerns regarding the safety, care, value and livability of the premises and Residents thereof.

**RESOLUTION OF THE BOARD OF DIRECTORS
OF
ASSOCIATION OF UNIT OWNERS OF CARDINELL VIEW LOFTS
CONDOMINIUM
FINE & ENFORCEMENT RESOLUTION – 2013-01
(replaces any previously adopted policies)**

WHEREAS the Board of Directors of the Association of Unit Owners of Cardinell View Lofts Condominium (the "Association"), is an Oregon nonprofit corporation organized to administer the Cardinell View development under ORS 100; and

WHEREAS, the Declaration and ORS 100 provide that the Board may enforce the Declaration, Bylaws, and Rules and Regulations of the Association, may adopt rules, and may adopt a fine schedule subject to notice and opportunity for the Owner to be heard on the imposition of such fines; and

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors has adopted the following procedure for any resident, or the manager, Officer of the Association, or Board Member to report a violation by another resident:

1. In order to begin the enforcement process, an Owner must state, in writing via regular mail, email, through the Association website or facsimile, any violation he or she is reporting.
2. The written report must be sent to the property management company.
3. The person making the complaint must include the reporting Owner's name, address, and contact telephone number with the complaint. This will not be distributed to the Owner claimed to be in violation, but is solely for the property manager and Board of Director's use to obtain additional information from the Owner making complaint, if necessary. *Please be aware that if the alleged violator does dispute the claim, that the complaining/reporting Owner and/or resident's complaint and information may be required to be shared.*
4. The Owner making the complaint must include as much information regarding the violation as possible. Information that will assist the Board of Directors to seek compliance includes the specific unit number that is in violation, the actual rule that is believed to be violated, and the dates and times of the violation(s).
5. The manager, an Officer of the Association, or a Board Member may report a potential violation to the Association upon the manager's, Officer's, or Board Member's own observation of such potential violation. Prior to sending any Notice to Correct, the Association shall evaluate and may use discretion in

whether the circumstances warrant escalating the matter to the issuance of correspondence to the alleged violator.

6. Upon notification of first violation, an Owner will receive a "Notice to Correct" to correct the claimed violation. This will notify the Owner of the claimed violation and request correction to avoid potential fine assessment and/or collection activity.
7. This notice will inform the Owner of their right to request a hearing prior to any fine being assessed and provide instructions on how and where to submit a hearing request. The Owner must request a hearing in accordance with the instructions in the Notice to Correct within 10 working days of issuance of the Notice to Correct. If the Association receives a written request for a hearing within the time limit, a date and location for the hearing will be established and the Owner notified, but such hearing shall not be scheduled more than 60 days following the issuance of the Notice to Correct.
8. Should the same violation not be remedied within 10 days of the date of the Notice to Correct and no timely request for a hearing has been received, a second letter will be sent (a "Fine Notice") and a fine of \$75.00 (\$1,000 for violations of the leasing policy) will be assessed to the Owner's account.
9. Should the continued violation remain for another period of 10 days, (violation would then not be remedied for 30 days or more), a second fine of \$100.00 (other than violations of the leasing policy) will be imposed on the Owner's account.
10. Should the initial violation continue and there has been no compliance following the second fine, an additional fine of \$250.00 (two-hundred and fifty dollars) will be imposed every 30 days thereafter until remedied. For continued violations of the leasing policy, a \$1,000 fine will be imposed for every subsequent 30 days of non-compliance.
11. Should the same violation be repeated within a period of six (6) months from the date of the first notice, an immediate fine in the amount of \$250.00 (two-hundred and fifty dollars) will be assessed every week until compliance and/or resolution is reached.
12. In the case of non-owner occupied properties, the Owner of the lot will be provided the notices informing the Owner that a violation has occurred on their property. If violation is left unresolved and fines are imposed, the fines will be imposed on the Owner of the lot. It is the responsibility of the Owner of the lot to notify tenants of the Association policies and procedures and ensure compliance.

13. If the Owner timely requests a hearing, the Board shall hear the matter and consider whether or not the violation has occurred and an appropriate remedy therefore, including, but not limited to, the entry of a fine as provided in paragraph 8, with subsequent fines as provided in paragraphs 9-11, above. If the Owner fails to appear at the hearing, the Board may default the Owner and enter a fine without further proceedings. The hearing will be scheduled within 30 calendar days of the request for hearing, schedule permitting. The hearing is to provide the Owner an opportunity to be heard by the Board. At this time, the Owner is to submit all supporting documentation, facts, etc. The Board of Directors will adjourn the hearing and provide a written decision to the Owner within 10 business days of the hearing.
14. Association correcting violation: The Association at any time may correct the violation, but is not obligated to do so. If the Association corrects the situation, the Owner is responsible for reimbursing all the costs to the Association plus a flat \$100 administrative charged for correcting any matter.
15. Satellite Dishes: Satellite dishes cannot be placed on common elements or limited common elements without prior written approval of the Board. Noncompliance with this rule shall result in a Notice to Correct pursuant to Section 7; however, because there is no means to correct the timeliness of the submission once the Owner has already placed the dish, there shall be a one-time fine imposed of \$100 for failure to timely submit for approval even if the Owner responds to the Notice to Correct by submitting for after the fact approval by the Board. This fine is in addition to any other applicable fines provided for in paragraph 7-11. The Owner may request a hearing on the imposition of this particular fine on the basis that the placement is in an area that is within the exclusive control of the Owner as provided under FCC regulation and therefore not subject to Association restrictions, but not on the basis that the Owner is taking action to seek an after the fact approval of the satellite dish. In addition to any applicable fines for unauthorized placement, the homeowner will be required to pay costs of repairs for all damage to the building, both interior and exterior, together with all fees, charges and costs incurred by the Association in relation to gaining compliance.
16. Leases: The violation of provisions regarding leasing is a special case. Failure of an Owner to comply with the requirements within the leasing rules to obtain approval prior to leasing the Owner's unit and submission of all required paperwork shall result in a Notice to Correct as outlined above, however, because there is no means to correct the timeliness of the submission once the Owner has already leased the unit, there shall be a one-time fine imposed of \$100 for the failure to timely submit for approval even if the Owner responds to the Notice to Correct by submitting the lease for after the fact approval by the Board. This fine is in addition to any

applicable fines provided for within the Rules and Regulations, within this resolution or any other Association resolution related to leasing. The Owner may request a hearing on the imposition of this particular fine on the basis that there is no lease, or the lease is not subject to the lease restrictions, but not on the basis that the Owner is taking action to seek an after the fact approval of the lease.

17. Nothing herein shall be construed to preclude the Board of Directors from taking such other action in lieu of, or together with actions described herein, in furtherance of enforcement of the governing documents or applicable law, including, but not limited to, equitable remedies such as injunction and specific performance, or legal remedies, including, but not limited to suspension of rights.
18. Fines, once imposed, shall become an immediate assessment against the lot and Lot Owner pursuant to the Declaration and Bylaws, subject to the accrual of interest and collectible as provided therein and pursuant to the current Collection Resolution of the Association.
19. Distribution of Resolution. A copy of this Resolution shall be distributed to all Owners pursuant at the address on file with the Association.

Adopted this 8th day of April, 2013.

BOARD OF DIRECTORS, Association of Unit Owners of Cardinell View Lofts
Condominium, an Oregon nonprofit corporation.

By: Mayela Ole

Its: President

Attest: M Anderson

**RESOLUTION OF THE BOARD OF DIRECTORS
OF
Association of Unit Owners of Cardinell View Lofts Condominium**

COLLECTION RESOLUTION – 2013-02
(Replaces any and all policies previously adopted by the Board)

WHEREAS, the Board of Directors (“Board”) of the Association of Unit Owners of Cardinell View Lofts Condominium (the “Association”) is an Oregon nonprofit corporation organized to administer the Cardinell View development under ORS Chapter 100; and

WHEREAS, the Board desires to set consistent, but flexible policy regarding the collection of past due assessment accounts in order to maximize recovery of assessments while considering the cost to the Association of pursuing collection of the same; and

WHEREAS, the Bylaws, Section 5.5 and Declaration of Condominium Ownership for Cardinell View Lofts Condominium (“Declaration”), Section 7 provide that all Owners of Units shall be obligated to pay common expenses assessments; and

WHEREAS, regular assessments are billed to Owners on a monthly basis on the 1st of each month. Regular assessments are due and payable in advance on the first day of each month, and are considered late the 10th day after the assessment is due; and

WHEREAS, other types of assessments come due according to their terms, and are considered late the 10th day after such assessments are billed; and

WHEREAS, the Declaration, Section 7 authorizes the Board to enforce provisions of the Declaration, Bylaws and Rules and Regulations, including action to collect unpaid assessments; and

WHEREAS, the Declaration, Section 7.3 provides that the rate of interest on collection of assessments is 12% per annum; and

WHEREAS, the term “Owner” shall refer to current and/or previous Owners, as applicable.

NOW THEREFORE

BE IT RESOLVED by the Board that the following policies are adopted for the collection of unpaid assessments:

1. **Acceleration of Assessments.** Regular Assessments are payable in monthly installments. The Board may, in its discretion and pursuant to Section 7.6 of the Declaration, after assessments have become 60 days past due, and upon written notice to the Owner, accelerate the due date of the entire assessments which will become due during the next succeeding twelve (12) months.

2. **Late Fee.** There shall be imposed on any monthly installment, past due fine, special assessment or any charges imposed for damages to common area or any other type of charge allowed pursuant to the documents a late fee of \$25.00 if such installment and/or payment is past due more than 10 days.
3. **Interest Rate on Past Due Assessments.** Interest on past due assessment amounts as well as past due fines, special assessment or any other charges imposed for damages to common area or any other type of charge allowed pursuant to the documents shall be at the rate of 12% per annum accrued daily on a 365 day year and added to the account monthly. Interest shall begin to accrue immediately upon amounts when past due more than 10 days.
4. **Initial Notice to Owner (10 day notice).** If any assessment or other charges remain unpaid by an Owner for more than ten (10) days from its due date, the Board or its designee shall send a notice to the Owner indicating the amount due, including late fees and interest, and any other additional charges, and requesting prompt payment thereof.
5. **Second Notice to Owner (25 day notice).** If the past-due assessment account remains unpaid by an Owner for more than twenty-five (25) days from its due date, the Board or its designee shall send a notice to the Owner indicating the amount then due, including late fees and interest, and any other additional charges, and requesting prompt payment thereof. The notice shall also advise the Owner that the account may be referred for collection pursuant to the provisions of this Resolution. The Notice may also include a Notice of Intent (NOI) to record a Notice of Claim of Lien pursuant to ORS Chapter 100, or such NOI may be sent separately thereafter, in the discretion of the Board, or the management company in the absence of Board guidance. Any costs charged by the management company for issuance of the Notice of Claim of Lien will be billed to the Owner.
6. **Notice of Claim of Lien.** If the assessment account remains unpaid fifteen (15) days after the Second Notice to Owner, the Board or its designee may, consistent with information supplied to the Owner in the NOI, thereafter file and record a Notice of Claim of Lien pursuant to ORS Chapter 100 with the County Recorder against the Unit and charge the cost incurred by the Association for the preparation and recording of such Notice to the Owner's account.
7. **Referral for Collection.** If the assessment account remains unpaid fifteen (15) days after the Second Notice to Owner, the Board may elect to take further collection action on the account, or the Board may defer such action until the past due amount of the account exceeds \$1,000, in the discretion of the Board. The Board may refer an account for collection to an attorney, or to a collection agency, as the Board may deem appropriate to the circumstances of the particular case. Once the account is referred to the attorney or collection agency, no further contact should be made by the management company or Board with the Owner. The Board may also, where it is deemed in the best interest of the Association and where authorized by law, assign its rights to a cause of action to collect against an Owner in exchange for a payment, after weighing the cost to the Association versus the benefits to be gained by an immediate, but lesser payment on the amount due. Finally, the Board may elect to pursue a small claims action against the Owner to reduce

the claim to judgment in small claims prior to referral of the matter to a third party for collection of such judgment, if the Board deems the same as in the best interest of the Association and capable of being prosecuted by a Board member or Officer of the Association in the Association's name.

8. **Management of Collection Accounts after Referral to Attorney/Collection Agency; delegation.** Once the account is referred to an attorney or collection agency, the attorney or agency shall follow their normal procedures for collection including, but not limited to, filing suit against the Owner, sending a Notice to Lender, filing a Proof of Claim in bankruptcy, garnishment and hiring an investigator to locate assets. The Board hereby delegates to the Chairperson of the Association management of the day-to-day contact with the attorney or collection agency, and delegates authority to the Chairperson of the Association to settle any collection matter, if recommended by the attorney or collection agency (as applicable) by entry into an installment payment plan before or after filing of any action to recover past due assessments; provided, however, that if before filing of an action the plan provides for less than 30% of the past-due assessment as an initial up-front payment, or if any payment plan (whether proposed before or after filing of an action to recovery assessments) provides for the balance of payments to be paid over a period in excess of 18 months, the Chairperson shall refer the matter to the Board as to whether the proposed settlement agreement is in the best interest of the Association. The Chairperson may authorize the settlement of other post-filing matters on such terms as may be reasonable and are recommended in consultation with the Association's attorneys. Nothing herein shall preclude the Chairperson from seeking the advice and consent of the Board for any settlement proposal.
9. **Legal Fees and Costs.** Legal fees and costs incurred in the collection of a delinquent account shall be assessed against the delinquent Owner and the property as an assessment and shall be collectible as an assessment as provided in the Oregon Condominium Act, the Declaration, and the Bylaws and herein by this policy, unless otherwise reduced or waived by settlement agreement as provided herein, or by decision of the Board. A list of the changes and dollar amount are available upon request from the management company.
10. **Management Company Fees.** Fees for management collection actions incurred in collection of a delinquent account including, but not limited to, setting up a payment plan, handling returned checks, sending notices, preparing and satisfying the claim of lien, recording fees, and transfer of ownership shall be assessed against the Owner and the property as an assessment and shall be collectible as an assessment as provided in the Oregon Condominium Act, the Declaration, and the Bylaws and herein by this policy, unless otherwise reduced or waived by settlement agreement as provided herein, or by decision of the Board.
11. **Savings Clause; Other Actions.** Nothing herein shall be construed to preclude the Board from taking such other action in lieu of, or together with actions described herein, in furtherance of the collection of unpaid assessments or the settlement and compromise of the same, permitted by the Association's governing documents or applicable law, including, but not limited to, the use or adoption of enforcement options regarding the

termination of utility services paid for out of assessments of the Association, or access to and use of recreational and service facilities available to Owners.

12. **Distribution of Resolution.** A copy of this resolution shall be distributed to all Owners pursuant at the address on file with the Association.

Adopted this 8 day of July, 2013.

BOARD OF DIRECTORS
Cardinell View Lofts Condominium,
an Oregon nonprofit corporation.

By: Mayela Torres
Its: President

Attest: Rafaela Martinez

**Association of Unit Owners of Cardinell View Lofts Condominium
Resolution (Administrative) 2012 - 01
Notification Process to Owners and Residents**

WHEREAS, Association of Unit Owners of Cardinell View Lofts Condominium Board of Directors, according to the Declaration and By-Laws, has the authority to make and enforce reasonable rules governing the properties, in addition to, further defining or limiting, and where specifically authorized hereunder, creating exceptions to those covenants and restrictions set for in this Declaration. Such rules shall be binding upon all Owners upon receipt. Notice shall be given to owners 30 days prior to effective date; and

WHEREAS, the Board of Directors has discretion under ORS 100.423 to provide any notice, information or other written material required to be given to a unit owner via electronic mail or other form of electronic communication; and

WHEREAS, the Board of Directors believes it will be efficient and cost-effective to provide notices via electronic means, including e-mail,

NOW BE IT THEREFORE RESOLVED that Association notifications will now be distributed through the community website located at www.tmgassociation.com, and to the e-mail addresses provided to TMG by the owners.

Examples of notifications that will be transmitted electronically include, but are not limited to: meeting notices, year end financials, reserve study updates, ballots, and audit results.

The Board of Directors will not use electronic notification for the following: 1) notice of failure to pay an assessment; 2) notice of foreclosure of an association lien; 3) notice of an action against a unit owner; or 4) an offer to use the dispute resolution process required by the governing documents.

Owners may "opt out" of the e-mail notification by submitting the attached form to TMG no later than January 1, 2013, or by logging onto the community website and selecting the preferred form of communication. Owners who have requested to "opt out" will have notifications mailed via regular mail. Owners who do not "opt out" and who do not have an e-mail on file with the Association will have notifications mailed via regular mail.

If an owner does not "opt out" by submitting the attached form or through the community website, notifications from the Association will be distributed solely through the website to owners with e-mails on file.

It is the responsibility of the owners to provide updated e-mail information to TMG for the Association in a timely manner. This can be updated directly by the owners through the website.

Meeting notices will only be distributed by email and posted on the website. No hard copy mailings will be distributed unless specifically requested.

Maryellen J. Lee 12/3/12
President Date

Stephano H. Wilson 12/3/12
Secretary Date

.....

Please be advised that I am electing to "opt out" of email notification and request that all homeowners' association information be provided to me via regular mail.

Homeowner Signature: _____ Address: _____
Home #: _____ Emerg/Cell #: _____
E-Mail Address: _____

This must be returned to the Management Group no later than _____ at: The Management Group, Inc., Attn: _____,
15350 SW Sequoia Parkway, Suite 200, Portland, OR 97224.

CARDINELL VIEW LOFTS CONDOMINIUM
INSURANCE RESOLUTION (2015-01)

At a regular meeting of the Board of Directors of the Association of Unit Owners of Cardinell View Lofts Condominium held on APRIL 6 2015 at the address of: 15350 SW Sequoia Pkwy #203 at the time of 6³⁰, the Board states as follows:
PHD CR

WHEREAS, a meeting of the Board of Directors was convened at the time, date, and location set out above;

WHEREAS, the Association Secretary, by signing below, attests that Board members received notice of the meeting (or by their attendance waived notice), and that a quorum of Board members was present either in person or by telephone conference;

WHEREAS, the Association of Unit Owners of Cardinell View Lofts Condominium ("Association") is organized and empowered to exercise all of the powers and privileges conferred to it by the Declaration Submitting Cardinell View Lofts Condominium to Condominium Ownership, and as subsequently amended, (collectively, the "Declaration"), the Association's Bylaws, its Articles of Incorporation, and the Oregon Condominium Act (ORS 100.005, *et seq.*, "Condo Act"), to administer, manage, and operate the Association for the benefit of its members; and

WHEREAS, Article I, Section 3 of the Bylaws provides that the Association was formed for the purpose of administering the operation and management of Cardinell View Lofts Condominium; and

WHEREAS, Article IV, Section 1 of the Bylaws provides that the Association shall be governed by the Board of Directors; and

WHEREAS, Article V, Section 2 of the Bylaws provides that the Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Association, including those powers described in the Condo Act, and may do all acts in furtherance of and pursuant to such powers and duties, except acts which by or under law, the Declaration or Bylaws may not be performed by the Board or delegated to the Board by the Owners; and

WHEREAS, Article V, Section 2(j) and Article X of the Bylaws further provide that the powers to be exercised by the Board include obtaining insurance pursuant to the Bylaws and at least annually reviewing the insurance coverage of the Association; and

WHEREAS, under ORS 100.405(4) the Board, acting on behalf of the Association, has the authority to adopt and amend rules and regulations necessary for the administration of the affairs of the Association; and

WHEREAS, Article V, Section 2(m) and Article IX, Section 6 of the Bylaws further grant the Association the authority to establish reasonable rules and regulations; and

WHEREAS, Article X of the Bylaws prescribes the type of insurance the Association must obtain and maintain at all times, and pay for out of the common expenses funds, for the benefit of the Association and unit owners; and

WHEREAS, Article X, Section 6 specifies the insurance unit owners must obtain and maintain at each unit owner's expense; and

WHEREAS Article X of the Bylaws specifies that unit owners are responsible for certain types of damage and must maintain insurance for the purpose of covering these damages. Specifically, Article X, Section 6 states, in part:

Each unit owner shall be responsible for obtaining, at his own expense, insurance covering under Section 1(b); provided, however, that no unit owner shall be entitled to exercise his right to maintain insurance coverage in such a way so as to decrease the amount which the Board of Directors, on behalf of the Association and all unit owners, may realize under any insurance policy which the Board of Directors may have in force at any particular time; and

WHEREAS, Article X, Section 7 further provides:

A unit owner shall promptly reimburse the Association for any expenditures incurred or replacing [*sic*] any portions of the common elements or units that are damaged or lost through his fault or at his direction where such damage or loss is not covered by insurance policies covered by the Association for the owner's and Association's benefit; if such damage or loss is covered by said policies, the unit owner will promptly pay all amounts that would otherwise be paid by the Association pursuant to the deductible clause of said policies. All such amounts to be reimbursed or paid by a unit owner shall be deemed an individual assessment on that unit owner; and

WHEREAS, Article IX, Section 1(a) of the Bylaws provides:

Each unit owner must perform promptly all cleaning, maintenance and repair work within his own unit, which if omitted would affect the common elements of the condominium or a part thereof belonging to other unit owners, and shall be responsible for the damages and liabilities that his failure to do so may cause pursuant to Article X, Section 7; and

WHEREAS, Article IX, Section 1(h) of the Bylaws provides:

A unit owner shall promptly reimburse the Association for any

expenditures incurred in repairing or replacing any common element damaged through his fault or at his direction, as provided in Article X, Section 7 of the Bylaws; and

WHEREAS, the Association's Rules and Regulations on Insurance Restrictions, duly adopted by the Board on April 30, 2012, require owners of any rental unit to provide the Board with proof of rental dwelling insurance with no less than \$300,000 of liability coverage; and

WHEREAS, Article V, Section 2(b) of the Bylaws sets out the Board's authority to prepare and adopt a budget for the Association, estimate the common expenses expected to be incurred and assess the common expenses in accordance with Article VII, Section 4; and

WHEREAS, Article VII, Section 2 of the Bylaws sets out the common expenses to be included within the Association's budget, and Section 2(j) further specifically identifies the cost of insurance or bonds obtained in accordance with the Bylaws as a Common Expense under the governing documents; and

WHEREAS, under Article X, Section 1(b) of the Bylaws, the Board of Directors is prohibited from obtaining any comprehensive liability policy less than One Million Dollars (\$1,000,000) on a combined single limit basis; and

WHEREAS, under Article X, Section 1(a), the Board of Directors is prohibited from securing fire and extended coverage policies that have a deductible clause in excess of One Thousand Dollars (\$1,000) per unit; and

WHEREAS, ORS 100.435(4) authorizes condominiums created prior to September 2007 to increase the maximum deductible amount specified in the declaration or bylaws to the greater of \$10,000, or the maximum deductible acceptable to the Federal National Mortgage Association; and

WHEREAS, ORS 100.435(6) and (7) authorizes condominiums created prior to September 2007 to clarify the responsibility for payment of the deductible in an association insurance policy by resolution, and to adopt a resolution requiring unit owners to obtain certain additional insurance; and

WHEREAS, except as provided in Article X of the Bylaws, the Declaration and Bylaws of the Association are silent regarding responsibility for the payment of the Association insurance policy deductible; and

WHEREAS, it is the intent of the Board of Directors to:

1. Ensure that the Association has adequate coverage for property and liability insurance.
2. Ensure the continuing insurability of the Association at a reasonable price.

3. Prescribe a procedure for reporting and processing insurance claims.

NOW THEREFORE, BE IT RESOLVED THAT the conditions, requirements and procedure set forth below be adopted.

I. INSURANCE DEDUCTIBLE; OWNER AND TENANT INSURANCE

1.1. Determination of Deductible.

(a) Determination of Deductible by Board. Pursuant to ORS 100.435(4), the Association is hereby authorized to obtain and maintain an insurance policy with a deductible amount exceeding the specified maximum in Article X of the Bylaws. The Board of Directors shall determine the amount of the deductible for property loss insurance policies and any other insurance policies required to be obtained by the Association as provided in the Declaration or the Bylaws of the Association or applicable law. In determining the deductible under the policies, the Board shall take into consideration, among other factors, the availability, cost and loss experience of the Association. In making the determination, the Board shall exercise its reasonable business judgment.

1.2. Responsibility for Insurance. The Responsibility for insurance shall be as provided in this section.

(a) Owner's Property Insurance. Owner shall be responsible for obtaining and maintaining insurance policies required under Article X, Section 6 of the Bylaws covering owner's property, including the cost of any deductible for which owner may be responsible under Section 1.3 below, and, if applicable, any other insurance requirement contained in the Declaration or Bylaws.

(b) Tenant's Property Insurance. Pursuant to the Rules and Regulations, owners of any rental unit shall provide the Board with proof of rental dwelling insurance with no less than \$300,000 of liability coverage.

(c) Owner and Tenant Liability Insurance. Owner shall obtain and maintain policies required under Article X, Section 6 of the Bylaws covering owner's and tenant's liability. The coverage shall be a comprehensive liability policy and shall provide coverage for, without limitation, the negligent acts of owners and tenants and their guests or other occupants of the unit for damage to the general and limited common elements and other units and the personal property of the others located therein, including the cost of any deductible for which owner may be responsible under Section 1.3 below.

(d) Association. The Association shall have no responsibility to obtain or assist in obtaining property loss insurance for any owner or tenant for:

- (1) Damage to a unit not covered by the Associations policy; or
- (2) For any damage or loss to the owner's or tenant's personal

property.

1.3. Deductible. Pursuant to Article IX, Section 1(h) and Article X, Section 7 of the Bylaws, if due to the act or neglect of a unit owner (or of a member of such owner's family or household pet or of a guest or other authorized occupant, including any tenants, or visitor of the unit owner), damage shall be caused to the common elements or to a unit owned by others, or maintenance, repairs or replacements shall be required which would otherwise be a common expense, the responsibility for payment of the insurance deductible shall be as provided in this section.

(a) Damage by Act or Neglect of Owner of One Unit. If the damage is due to the act or neglect of the owner of one unit, the owner shall pay for the damage and the maintenance, repairs and replacements as may be determined by the Association to the extent not fully covered by the Association's insurance and the amount of the insurance deductible and any costs incurred under Section 3.3 below.

(b) Damage by Act or Neglect of Owners of More Than One Unit. If the damage is due to the act or neglect of owners of more than one unit, the owners shall pay for the damage and the maintenance, repairs and replacements as may be determined by the Association to the extent not fully covered by the Association's insurance and the amount of the insurance deductible and any costs incurred under Section 3.3 below. The costs shall be allocated among the responsible owners in a manner determined equitable by the Board.

(c) Owner Policy Deductible. Owners of damaged units shall be responsible for payment of their individual condominium unit owner policy deductible.

II. Damage Less than the Deductible

2.1 If the cost to repair damage to a unit is less than the amount of the deductible of the Association's insurance policy, the owner of the damaged unit is responsible for the cost of the repairs.

III. Procedure for Claims Handling

3.1 All claims against the Association's insurance shall be processed through and coordinated by the Board of Directors, or, if authorized, the Association's managing agent.

3.2 Charges of managing agents for handling claims shall be paid by the Association to the extent the deductible is paid by the Association; and by the owner or owners to the extent the deductible is paid by the owner or owners under Section 1.3 above. The deductible is per occurrence. The Association shall, when possible, include the managing agent's insurance claims administrative services within the insurance claim, if a claim is filed.

3.3 The Association shall seek reimbursement for all expenses of processing the claim from an owner when the claim exists and the insurance does not cover all the costs if an owner is responsible for damage under Section 1.3 above. If owners of more than one unit are

responsible for the damage, the allocation of expenses shall be allocated as provided in Section 1.3 above.

IV. Duplicate Insurance Coverage

4.1 In the event of duplicate insurance coverage, pursuant to Article X, Section 2(c) of the Bylaws, the insurance policy obtained by the Association shall be considered the primary coverage.

V. Other Rights and Remedies

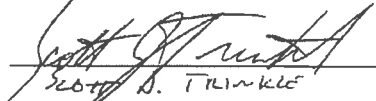
5.1 Nothing in this Resolution prohibits owners from pursuing any rights or remedies such as contribution or subrogation that an owner may be legally entitled to pursue.

BE IT FURTHER RESOLVED that the Board directs the Secretary to send all owners a copy of this Resolution in accordance with Article XV, Section 1 of the Bylaws. This Resolution will be effective 30 days from the date of mailing.

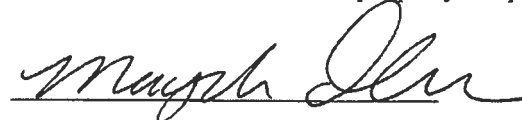
BE IT RESOLVED.

Dated this 6th day of April, 2015

Association of Unit Owners of Cardinell View Lofts Condominium

By: 
SCOTT D. TRINKLE
CVLC HOA PRESIDENT
Its President

ATTEST: The above resolution was properly adopted.

By: 

Its Secretary

RESOLUTION OF THE BOARD OF DIRECTORS
OF ASSOCIATION OF UNIT OWNERS OF
CARDINELL VIEW LOFTS CONDOMINIUM

MOVE-IN AND MOVE-OUT/RENTAL REGISTRATION POLICY – 2013-02
(replaces any previously adopted policies)

RENTAL REGISTRATION POLICY

1. For purposes of this policy, "Rental" is defined as any unit that is occupied by a non-owner and for which the Owner receives any rent. Units occupied by an Owner's immediate family (mother, father, spouse, domestic partner (if recognized by the State of Oregon), brother, sister, son or daughter) are not rentals. A unit occupied by the Owner plus a roommate (whether or not the roommate pays rent) is not a rental. This definition of Rental is only for purposes of this policy. This definition does not apply to tax, financing, insurance or any other rules and regulations.
2. Owners who violate any of the rental and non-owner occupied unit rules shall correct the violation immediately upon receiving notice of the violation. Correction of the violation may require termination of a tenant's lease or removal of occupants. In the event termination of a lease is required, the Association will allow the Owner the shortest statutorily required lease termination period to complete the eviction. The Owner must promptly provide the tenant or occupant notice of termination of the lease/eviction. Failure to correct a violation of a rental or non-owner occupied unit rules may result in the Association taking legal action to enforce the governing documents as well as imposing all costs incurred as outlined in the Fine and Enforcement Resolution.
3. All Owners must have a written lease with their tenants. The minimum lease period is one year (12 months). All leases must contain a provision prohibiting subleasing of the premises, storage space or parking space. Owners must provide the management company fully executed copies of the Tenant Registration and Vehicle Registration Forms within 5 days of entering the lease. These forms will also outline the terms of the lease and require signature by the tenant acknowledging that they have received all rules within the community and governing documents and agree to abide by them as presented. Any and all amendments must be documented and provided to the management company within 5 business days of the modification.
4. Owners are responsible for all communication with residents – i.e. maintenance, violation reports, enforcement of policy, etc. The management company will not coordinate or communicate through the tenant.
5. Owners are responsible for any violations of the governing documents by their tenant or their guests and occupants. Any fines, costs or fees resulting from such violations are the responsibility of the Unit Owner of said unit.

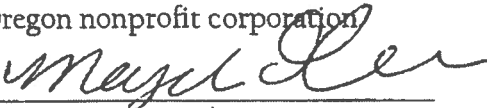
MOVE-IN AND MOVE-OUT POLICY

1. All Unit Owners are required to notify the management office of any move-in and move-out. A move-in fee of \$20.00 will be charged to the units within the 1st, 2nd and 4th floors. This fee covers the updating of the entry call box and door access system.


Owners of units on all other floors will be charged a fee of \$175.00 for each move-in and move-out. This fee covers the updating of the entry call box and door access system and also provides a 2 hour window in which the elevator is shut down for exclusive use by the residents moving in or out of the building. A representative of the HOA will be scheduled to be onsite to assist with the access to the elevator controls, perform a walk of the property prior to the move and a walk of the property after the move is completed. Any damages will be noted at that time and provided to Management to follow up with the Unit Owner for appropriate billing. The representative onsite will not physically be controlling the elevator controls, but will show the tenants, Owner and/or their hired movers how to control the elevator. The elevator cannot be manually held open or rammed by any moving furniture which causes damage resulting in the closing arms becoming out of alignment. The cost for these types of repairs is approximately \$300 to \$900 depending on the extent. The representative onsite is not responsible to perform the operation of the elevator doors.

1. All move-ins and move-outs must be scheduled at least 5 days prior to the event. Payment for the move-in and move-out is to be received at the management office a minimum of 24 hours prior to the move-in or move-out or it will be canceled.
2. All move-ins and move-outs requiring the exclusive use of the elevator controls may be scheduled in 2 hour blocks times. Additional hours are billed at \$75.00 per hour. Owners wishing to modify or change their schedule must notify and confirm with the management office a minimum of 48 hours prior to the scheduled move to avoid payment of the full fee.
3. Owners are required to be present during the move-in and move-out.
4. Non-Owner Occupied Units - The tenant is required to be present and/or the management company.
5. Moving companies or contracted moving services who present at the property for a move-in or move-out without the Owner, tenant or management company present will be refused access to the building for the move-in or move-out.
6. Owners or residents who perform a move-in or move-out without going through the steps noted in this policy will be fined an administrative fee of \$100 for violation of the process immediately upon being reported.

BOARD OF DIRECTORS, Association of Unit Owners of Cardinell View Lofts Condominium,
an Oregon nonprofit corporation

By: 

Its: President

Attest: 
4-8-13