

# THE VAUX CONDOMINIUMS



**HANDBOOK OF RULES**  
*a compilation for easy reference*  
**2019**

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# INTRODUCTION



*Welcome to The Vaux !*

A condominium is a community where people of diverse ages and backgrounds live in close proximity to one another, sharing the common elements of the building that is their home. It is the sincere intention of The Vaux Board of Directors in publishing these Rules that The Vaux be a true community of neighbors who know, like, and respect each other.

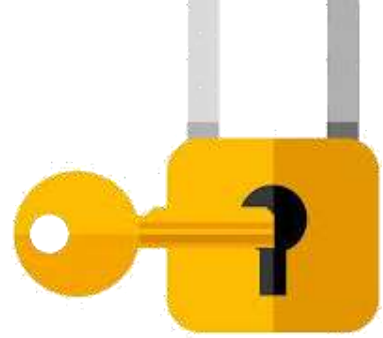
It is the Board's responsibility to adopt Rules to cover more specifically what constitutes the conduct of good neighbors. (*Bylaws 7.21*) The rules are published for easy reference, but are not intended to modify the governing documents of the Owners' Association, including policies established by the Board.

The Board is also responsible for ensuring that the property is kept in the finest condition possible to preserve the value of your investment in your condominium.

In many important respects, living in a condominium is different from living in a private home, an apartment or a dormitory. Condominium living places restrictions on a resident's activities — such as the volume of noise tolerable from a stereo, or the kind of pet one may own — that are either not an issue or not enforceable in a neighborhood of private homes. In addition, owners have a social and monetary interest in the upkeep of the building, which they own in common.

In purchasing at The Vaux, we all agreed to abide by the Declaration of The Vaux Condominiums, the Bylaws of The Vaux Condominiums Owners' Association, and by implication, the House Rules. The maintenance of the value and the livability of our condominiums require the interested participation of all members of the Association in the quality of life offered by The Vaux Condominiums, both as a community in which we participate and as a property that we maintain.

# SECURITY



The Vaux is your home and everyone living here should be as aware and forceful with regard to protecting the security of the building as if it were a private home. It is difficult to deny access to the building to people that appear to have a reason to enter, but the homeowners and tenants must be assertive in this regard. Otherwise, there is effectively no security in the building beyond the lock on your door.

Do not admit any persons unknown to you into the building at any time, for any reason, no matter how nice they look or how reasonable their explanation. If they have a legitimate reason for being in the building, they will be able to reach the party they are visiting from the front door phone. If the party they are visiting is not home, then they have no reason to be in the building, so there is never a good reason for giving a stranger access to the lobby. It may seem awkward, but simply say:

*“I’m sorry, I don’t recognize you.”*

Tell your guests not to expect to enter the building without using the security systems and ask them not to expect other people entering the building to let them in.

Vehicles entering and exiting the garage should wait in view of the door to insure that it fully closes behind them.

Ensure that all exterior doors are closed properly behind you.

Immediately report all suspicious activity to the Portland Police. For non-emergency situations, call (503) 823-3333.

# INFORMATION REQUIRED FROM RESIDENTS



All owners, including absentee owners, will maintain on file with the Property Management Company a complete copy of the **Owner and Tenant Information Forms**. Any changes affecting the accuracy of the information originally provided must be reported to the Property Management Company.

If you rent or lease your unit, please be sure the Management Company is notified of your tenant's name, move-in date, and the automobile description each time there is a change of tenants. You are required to give The Management Company a full copy of your lease or rental agreement including termination date.

The Owner and Tenant Information Forms must be signed before occupancy by the new owner or tenant and returned to the Property Manager.

Be sure to read through move-in and move-out requirements as well as specific rules on renting and leasing units and the definitions of terms.

# OCCUPANCY

No more than six persons may live in a Primary Unit on a permanent basis. (*Bylaws 7.2*)



## CHILDREN

Children are welcome at The Vaux. No one is permitted to play in the hallways, stairways, lobby, garage, or elevators. For safety reasons, at no time shall young children be in the garage and courtyard unsupervised.

## NO SMOKING

*Section 7.24.* Smoking Prohibited. Effective as of 90 days after the recording of this amendment (*recorded on 2/10/2014*), smoking of tobacco or other products is prohibited on or within all common element areas of the Condominium, including both general and limited common element areas, and within all units in the Condominium. Without limiting the generality of the foregoing, this prohibition applies to all general and limited common element areas of the Condominium, whether indoors or outdoors, including, without limitation, patios, balconies, garages, private streets, lobbies, hallways, walkways, landscaped areas, and within all Condominium units. Smoking is defined to include carrying, burning or otherwise handling or controlling any lighted or smoldering product containing tobacco or any other product or substance capable of being smoked and inhaled, including, but not limited to, cigarettes, cigars, and pipes. Each owner is responsible for the compliance with this rule by the owner and all residents within the owner's unit, and for all guests and invitees of such owner. A violation of this prohibition may result in a fine pursuant to the Association's fine schedule as adopted and amended from time to time by the Board of Directors.

## NOISE AND NUISANCES

No nuisances or noxious, offensive or illegal activities shall be allowed in the Condominium, nor will any practices or behavior that the Board deems to unreasonably interfere with the peaceful possession or proper use of the Condominium by other Owners. (*Bylaws 7.9*)

Unit occupants and their guests shall exercise extreme care not to make noise, which may disturb other occupants or guests, including the use of musical instruments, amplifiers, radios, stereos, and televisions. Speakers for audio equipment may not be mounted on or against wall or on floors without an adequate sound barrier to prevent vibration and transmission of base sounds outside the Unit.

Excessive noise is defined as any noise from stereos, television, musical instruments, other devices or activities that can be heard in other units through the walls, ceilings, floors or hallways. Vibrations from audio equipment that can be felt in other units are also excessive noise and are therefore prohibited. If an Owner or Tenant is requested by their neighbors to reduce the volume of a stereo, television, or musical instrument, the Owner or Tenant must cooperate and turn the volume down to where it cannot be heard by neighbors through the structure of the building.

The hours during which the courtyard may be used by Owners or occupants of Primary Units shall be generally limited to no earlier than 8 am and no later than 10 pm. (*Bylaws 7.22*)

It is impossible to eliminate all noise from balcony to balcony or through open windows in the summer. Owners and tenants are encouraged to be conscious of their neighbors and to make an effort to honor requests that outside noise from guests or conversation be moderated. No stereo speakers or radios may be placed or played on balconies or in windows. On the other hand, owners and tenants are also encouraged to be gracious about their neighbors' parties when it is clear that the host is reasonably trying to observe the House Rules.

## **INSURANCE**

Each Owner shall obtain, at his/her own expense, insurance covering personal property and liability. Renters are strongly urged to purchase a "Renter's Policy." The Association's policy covers the building's common elements and liabilities only. (*Bylaws 9.1*)

## **FIRE SAFETY**

No Unit Owner shall be permitted to use or store any propane grill, barbeque or turkey fryer on a porch, balcony, patio, or within any Unit. The Owners of certain Primary Units shall be permitted to use natural gas fired barbeques for use with the natural gas hook up on the balcony or patio adjoining such Owner's Primary Unit. (*Bylaws 7.18*)

With regard to charcoal grills, in accordance with the 2010 Oregon Fire Code (*OFC 308.1.4*): Charcoal grills may be used if:

- The grill is at least 10' from any combustible construction, OR
- The balcony or patio is protected by an automatic fire sprinkler system.

The use of charcoal lighter fluid or self-lighting briquettes is prohibited. The recommended method of igniting charcoal briquettes is with an electric charcoal igniter.

This policy supersedes any previously published policies of the Board of Directors of The Vaux Condominium.

# RENTING OR LEASING



The Vaux Bylaws and Declaration limit units that can be rented or leased to 30%. (*Bylaws 7.1.5*) You must apply to the association for permission to rent or lease your unit. Any such use must be for a minimum of 30 days. There are special requirements for deposits for units that are rented or leased. Owners who rent or lease their units shall submit the following to the Management Company prior to the owners' or tenants' move-in date:

1. Owners and Tenant information Forms with name(s) of the tenant(s) and all persons who will be living in the unit, as well as the duration of the lease/rental agreement with a specific termination date. Any subsequent changes to the information or upon new renting or leasing must be reported to the Management Company within 30 days of the change or new agreement.
2. Pursuant to the move policy of the Association, the OWNER is responsible to notifying the Management Company of any move out or move in at least 14 days prior to the move so that arrangements for security and padding of the elevator can be made and achieve compliance with all related Association rules and policies.
3. To be active on the rental list, owners are required to make a deposit with the Association through the Management Company of a Move in fee, a move out fee, and a \$200 damage deposit. The owner's deposit is to ensure that these fees are paid prior to move in and move out. If move ins or move outs occur without payment of required fees, the fee will be deducted from the owner's deposit; and the affected unit of the owner will be suspended from the rental list until the full deposit is reinstated. If 90 days transpire without reinstatement of the deposit the unit will be removed from the approved rental list. If damage occurs in excess of the damage deposit, the owner is required to pay the balance of repair costs. It may be helpful to owners on the approved rental list to reference these specific requirements in their rental or lease documents.

In order to manage the rules in a fair and equitable manner for all owners, once rental approval is issued, the owner must secure a tenant within 90 days of the date the approval is issued. If the owner fails to secure a tenant within the 90 days, the approval is revoked. The owner may then re-apply for approval and be subject to the existing restrictions, including being put at the end of the waiting list, if such list exists.



The rental waiting list is maintained by the Management Company. Individual owners on the waiting list may NOT trade places with other owners on the waiting list.

Owners are responsible for the actions of their tenant(s) and must furnish the tenants with keys to the unit, as well as a copy of the Declaration and Bylaws of The Vaux Condominiums and any supplement or amendments thereto, and a copy of the current version of The Vaux Rules Handbook (*available from our website, **thevaux.com** and from the Management Company*). Owners shall be responsible for the conduct of their lessees, tenants, and guests at all times.

*(Bylaws 7.1 – 7.1.7)*

Implementation of the owner deposit will be required by 90 days after adoption by the board of this revised rule (*adopted January 22, 2019*). If the deposit is not paid, the owner will be removed from the rental list at the conclusion of the current rental agreement on file with the Management Company. Owners may then apply to be on the rental list subject to restrictions, including being placed at the bottom of the waiting list. If no current rental agreement is on file with the Management Company, the unit will be immediately removed from the approved rental list.

# COMMUNITY RULES



Kindness  
Matters.

## COMMON AREAS — DAMAGE

Maintenance, repairs, and replacements to the common elements will generally be made by the Association and charged to all Owners as a common expense. However, if such maintenance, repairs, and replacements are necessitated by the acts or omissions of an Owner or their tenant or guests, the Owner responsible will be charged.

## COMMON AREAS — APPEARANCE

In order to maintain a uniform appearance in common areas, as well as to avoid obstructions to cleaning and vacuuming of the hallways, and to avoid damage to the unit doors which are common elements of the building, no permanent or seasonal decorations or ornaments of any kind are permitted on the exterior of the units, either attached to the door, floor, balcony or patio. Floor mats are not permitted, except for temporary situations to protect the hall carpet from construction dust.

No furniture, packages or objects of any kind shall be stored in the lobbies, vestibules, public halls, stairways, or any other part of the common elements other than those designated as storage areas. Packages placed in the lobby for mailing purposes are excluded. The lobbies, vestibules, public halls, and stairs shall be used only for normal passage.

The Association assumes no liability for any loss or damage to articles stored in any common element or other storage area.

## COMMON AREAS — NO SMOKING

Smoking is not permitted in any common area, including the lobby, garage, hallways, and stairwells. (*Bylaws 7.24*) Residents who violate this rule, or allow their tenants or guests to violate this rule, are subject to fines.

## PARKING GARAGE

Parking spaces are limited common areas, not personal property. Only wheeled vehicles may occupy parking spaces. Household goods, auto accessories, and other items shall not be stored in or around parking stalls on either a temporary or permanent basis. (*Bylaws 7.13*)

No vehicle should protrude from its parking space so as to obstruct or partially obstruct access to another parking space, particularly perpendicular parking spaces.

Parking spaces are intended for one vehicle only. If more than one vehicle is parked in a single space, the vehicle(s) must not protrude so as to take up more

than the allotted space.

If the storage of multiple vehicles in one parking space causes an obstruction or a risk to other drivers the Board may request that any vehicles more than one be removed.

Rental of assigned parking spaces is allowed only to another resident of The Vaux Condominium. Anyone renting his or her assigned spot to another resident must inform the Property Manager of the renter's name and the license and make of the car to be using the space.

Owners are permitted to allow non-resident family members or *short-term* guests to use their parking space(s) when visiting the Owner. The license plate number of any car parked in the building on a regular basis should be noted to the Management Company.

Vehicles parked in unauthorized spaces will be towed at the vehicle owner's expense.

It is the responsibility of the owner/resident to maintain their space in a clean condition, free from the build-up of leaking oil, brake fluid, etc.

Parking in loading areas is limited to a maximum of 30 minutes. At no time may a vehicle be parked so as to block the egress of other drivers through the garage. No car may be left unattended at a loading area for more than 30 minutes.

The maximum speed limit in the garage is 5 mph at all times.

All maintenance on vehicles is prohibited in the garage area.

## **STORAGE ROOMS**

Security of each storage room is the responsibility of the storage room owner. The Association will not be responsible for loss of any property due to theft, damage, fire, etc.

Nothing of a volatile, inflammable, odorous nature shall be stored in any storage room, nor anything that poses a health or safety hazard of any kind. No perishable food or other items that might attract insects or rodents may be stored in storage rooms.

No storage room is to be rented to someone who is not an owner or a registered tenant of the building.

No animals of any kind are permitted in the storage rooms.

No items may be stored on top of or adjacent to any storage area.

## **DECK MAINTENANCE POLICY**

Nothing shall be hung on, or from, railings that may detract from the outward appearance of the building, including but not limited to items such as windsocks, towels, carpets, bedding, and mops.

No radios may be played or stereo speakers placed on the balconies or decks. Wind chimes are not permitted.

No items may be stored on decks or balconies except patio furniture and accessories, potted plants in appropriate receptacles. There are a few units that have the appropriate built-in hook up for natural gas barbeques; otherwise barbeques, except electric are not permitted.

Nothing is to be kept on balconies that may detract from the appearance of the building, including but not limited to bicycles, ladders, storage boxes, indoor furniture. No items shall be placed or hung in a manner that would allow the item to fall from or blow off the balcony to the street or roof below.

The cleaning of decks and watering of plants shall be performed in a manner that will not create a nuisance to lower and adjacent units. Pots should have adequate saucers or containers underneath to prevent water running down on to decks or the sidewalk below. Decks and balconies may not be used for beating rugs, carpets or shaking dust mops.

No items of any kind may be thrown from balconies and decks onto the street, sidewalk or another neighbor's deck, including cigarettes or ashes.

No antennas or satellite dishes shall be placed in a location where visible from the exterior of the building.

Window coverings visible from the exterior of the building shall be of an appropriate material. Roll paper, posters, plywood, aluminum or other foil, and similar material shall not be considered appropriate window covering.

## **WINDOW SCREENS AND EXTERIOR UNIT DOORS**

Owners are responsible for the maintenance and replacement of window screens, but all screens must be constructed of black metal frames with black screen material to maintain a consistent look for the building.

The COA will be responsible for Unit exterior door normal wear and tear and eventual replacement. Unit owners will be responsible to reimburse the COA for repair of damage caused by the owner, owners guest, or tenant.

Exterior doors are defined to include:

- Doors to the common hallway
- Doors to the Exterior of the building

For information, at the time of the drafting of this resolution, screens may be acquired from the original provider Jeld-Wen. Their contact phone is currently 888-409-2854. Original screens may have a label on the top edge of the screen with a series of letters and numbers describing the window screen size. Replacements can take several weeks and cost around \$60 each.

## **PETS**

No animals or fowl shall be raised, kept or permitted within the Condominium, except domestic dogs, cats, or other household pets (Bylaws 7.15).

When in common areas, all pets shall be leashed and attended at all times. Each person bringing or keeping a pet in the building shall be liable to the other Owners, their family members, guests, or Tenants for any damage to persons or property caused by the pet. Owners must be able to keep their pets from jumping up on other people while in the common areas of the building.

Pet owners are urged to take their animals away from the building and the trees in the sidewalk surrounding the building to relieve themselves. The care of the trees and other landscaping around the building is the responsibility of The VAUX Condominiums Owners' Association; we must maintain them and, per city ordinance, the Association must replace them if they die. Owners are reminded that Portland has a "poop scoop" law and that all waste must be removed.

No pets shall be permitted to run at large or be kept, bred or raised for commercial purposes or in excess of four per Primary Unit.

Any inconvenience, damage or unpleasantness caused by pets shall be the responsibility of the Unit Owner(s). The cost of cleaning and deodorizing any common area due to a pet's accident is the pet owner's obligation. The pet owner is expected to handle removal of the original accident immediately. In the event a pet soils a common area and the owner does not clean up after the pet without delay, such an occurrence will be treated as a nuisance and the Owner may be subject to a fine. (Pet owners have immediate responsibility for their pets, but Unit Owners may be held accountable for tenants who do not control or clean up after their pets.)

It is not acceptable for a pet to soil the common areas, or bark excessively either in the Unit or in the common areas, or threaten other people in the building in any way. At the discretion of the Board, persistent offenses that result in complaints from neighbors are subject to fines and/or a request for the removal of the pet from the building.

An owner may be required to permanently remove a pet from the condominium after receipt of two notices in writing from the Board of Directors of violations of any Rule, Regulation or restriction governing pets within the Condominium.

## **TV OPTIONS**

Owners now have 3 choices for television reception:

- Comcast Cable Services
- DirecTV Satellite Service
- Over-the-Air Reception Device (OTARD) for standard channels.

After a nominal installation fee, OTARD service is free. Those who have made the switch report that reception is good. For Over-the-Air service questions, and to schedule installation, contact Able Communications @ 503-284-9009. For Direct TV contact AT&T.

# REFUSE DISPOSAL AND RECYCLING



The Association members share a common interest in seeing to it that garbage and recyclable waste are disposed of cleanly and in good order. Waste disposal is an expense of the Association that owners and residents can control by packaging and disposing of waste, glass and paper in a clean and efficient manner.

## GARBAGE CHUTE

All refuse disposed of in the garbage chute shall be bagged and appropriately sized for the chute. If the garbage chute or compactor becomes clogged or damaged through the negligent use of an Owner, a fine will be levied. Nothing should ever be left in the garbage chute rooms.

## RECYCLABLE ITEMS

All recyclable material shall be disposed in the recycling bin provided. Cardboard boxes *MUST* be flattened and bottles and cans should be rinsed.

### *RECYCLING REGULATIONS REQUIRE:*

- Batteries go in the battery bin.
- Old Light bulbs go in the light bulb bin.
- Glass jars and bottles (please rinse first) go in either glass bin. All other types of glass go in the Trash bin.
- Clean paper (newspapers, and plain paper). No tissue paper, paper soiled by food, paint, oil, or other contaminants. (Soiled paper must go in the Trash). Grocery bags go here but separately. No contents even if they are recyclable. Junk mail and magazines can be recycled here, if they are clean and contain no plasticized paper.
- Flattened cardboard boxes (a utility knife is located near the recycle bin for your use). This does not include soiled pizza boxes and boxes with any contents. Recyclable contents go in the bin separately.
- Clean metal (no grease or oil), including cans and can lids (rinsed). (These may include the label, although the labels may go in separately with clean paper.)
- Clean plastics showing a recycling logo with a number inside. This does NOT include container lids; these must go in the Trash). Plastic bags, foam, and any plastic without a recycling logo go in the Trash.

# UNIT ALTERATIONS AND MODIFICATIONS



*(revised March 2019)*

When owners desire to make changes to their unit in The Vaux, owners may be required to obtain approval from the Community Manager, the Architectural Review Committee and/or The Vaux COA Board. Units consist of the space within the demising walls that separate your unit from other units or common spaces or elements of the building. Balconies, decks, corridors and porches are common elements.

There are three categories of project types: Simple, Minor and Major all of which are summarized below.

**1. Simple Projects:** These are changes that do not require submittals or approvals.

*Examples of simple projects include:*

- Painting with low VOC paints.
- Replacing carpets without disturbing sound proofing.
- Hanging pictures inside the unit and repair of existing appliances. Wall attachments on demising walls are limited to no greater depth than  $\frac{3}{4}$  of an inch.
- Replacement of installed appliances by competent professionals (refrigerators, stoves, washers, dryers, gas grill) in the existing locations and the same connection to building systems.
- Built-in closet installations or upgrades.
- Installing or modifying window coverings.
- Periodic replacement of smoke or carbon monoxide detectors.
- Replacement of light fixtures.

Simple Projects must conform to limitations on hours of work and impact on neighbors. Even though no insurance certificates are required for these projects, owners are responsible for any damage or liability to other units or damage to building systems and common elements.

**2. Minor Projects:** These are improvements that *require approval and/or inspection* of the Community Manager to ensure compliance with Building systems. The Community Manager inspection is not for code compliance, but only for serviceability and maintainability with building systems. Building permits may be required from the City with inspections for code compliance. It is the owner's responsibility to ensure permits are acquired and work is inspected by both the City and Community Manager.



Minor projects are reviewed administratively to ensure that work is consistent with building systems and meets the requirements of minor projects, and that adequate insurance and guarantees are in place.

*Examples of Minor Projects include:*

- Repair or replacement of flooring that does not require any floor penetration(s) for installation (floating floors). Any such modification must meet Vaux soundproofing and insulation specifications.
- Installation of new additional appliances (refrigerators, stoves, ovens, microwaves, washers, dryers, gas grills, and fireplaces) .
- Replacement or additions of kitchen or bath cabinets or counters .
- Replacement of installed plumbing fixtures such as toilets or faucets .
- Modification of fireplace and fireplace façade .
- Modification of electrical outlets or circuits.
- Modifications or additions to the unit's plumbing, if such modifications or additions do not alter or add any in-wall, in-floor, or in-ceiling plumbing and are wholly within the space of the unit definition.
- Minor Projects must conform to limitations on hours of work and impact on neighbors. Submittal of project information insurance certificates, permits, and other requirements are required for these projects, owners are also responsible for any damage or liability to other units or damage to building systems and common elements. Owners are responsible for Community Manager costs for review and inspection, payable to the HOA, as well as all permit fees.

**3. Major Projects:** These are improvements which *require approval* of the *Community Manager*, the *COA Architectural Review Committee*, and *COA Board*. The COA Board may require professionals to be called upon for advice to the COA. Such review and approvals are not for code compliance, but only for serviceability and maintainability with building systems and compatibility with common element design considerations. Building permits may be required from the City with inspections for code compliance. It is the owner's responsibility to ensure permits are acquired and work is inspected by both the City and the Community Manager.

*Examples of Major Projects are:*

- Movement or installation of any wall where fastening to floor or ceiling is required.
- Modifications to the unit's HVAC system.
- Modifications of or additions to the unit's in-wall, in-floor, or in-ceiling plumbing that alter or change such plumbing.
- Modifications of, or additions to, the unit's electrical system panel or circuits.
- Modifications of, or additions to, the unit's natural gas lines.
- Modifications of or additions to, or changes that affect, the fire sprinkler system.

- Remodel of kitchen or bathrooms involving relocation of appliances, and/or movement of building system connections such as plumbing for water or sewer or gas.
- Modification to demising walls or ceilings structures. Any such modifications must meet Vaux soundproofing and insulation specifications.
- Modifications, including or replacement of floor where floor is not floating – i.e., penetration to the floor structure or sub-floor is required. Any such modification must meet The Vaux soundproofing and insulation specifications. *Note:* the first floor of The Vaux is post tension concrete and no floor penetration is allowed without testing and inspection prior to work.
- Moving, constructing, or demolishing interior walls.

**NOTE:** If during the course of a project, the work moves from one project classification to another, work of the higher classification cannot proceed until appropriate approvals as identified for that classification are granted.

## **INSURANCE AND OWNER RESPONSIBILITY**

All but simple projects at The Vaux must follow and adhere to the requirements outlined in The Vaux Contractor Regulations. You as a unit owner are responsible for the actions of your contractor and we strongly suggest that you read and review these requirements with your contractor. Also all contractors must be licensed, bonded and carry a minimum of \$1,000,000 liability insurance. You will need to submit a certificate of insurance with The Vaux Condominium Association as an additional insured prior to starting the project.

Forms for each type of project are available on The Vaux website, **thevaux.com**, or from the Community Manager. You may also obtain The Vaux Contractor Regulations and the official board authorization information for the Architectural Review process on The Vaux website. When your project plans and your forms are complete send the forms and associated documents to the Community Manager.

**NOTE:** For a complete discussion with diagrams, see the Unit Modifications and Alterations document.

# OPEN HOUSES AND UNIT SALES ISSUES

## OPEN HOUSES

Owners or their realtors holding an open house for purposes of selling or renting a unit must have prospective buyers call from the front door for admittance to the building. At no time may a realtor or an owner prop the door for either the building or the elevator on public view. Should this occur, it will be considered a serious violation of the security of the building for which the owner may be held liable for fines at the Board's discretion.



## DECLARATION AND BYLAWS

Owners selling their units must see that a copy of the Declaration and Bylaws of the condominium, and any supplement or amendments thereto, financial statements, and a copy of The Vaux Condominiums Rules Handbook are available to a purchaser *BEFORE* the Sale Agreement is fully executed by all parties. This package of documents is available from our website, **thevaux.com**, and from the Property Management Company. Prospective renters/lessees must also be provided with copies of the Declaration and Bylaws of the condominium, and any supplement or amendments thereto, and a copy of The Vaux Rules Handbook.

**NOTE:** Questions or clarifications of rules should be referred to the Rules Committee for advice prior to entering into a sales agreement.

## SIGNAGE

No residential units may display signage (i.e. For Sale) from their units; temporary signs advertising an open house may be posted on the street for the duration of the open house. No signage is permitted in the common areas without prior written approval from the Board of Directors. Bulletin boards are available in the basement level elevator lobbies for the posting of small notices, etc. (*Bylaws 7.16*)

The following signage specifications were adopted at the Board of Directors Meeting held on May 22, 2007:

- Sandwich board-type signs OK on the day of an Open House.
- Signs may be placed on easel inside the unit.
- First floor units can have easels with sign boards inside the unit, but they must be professionally printed.
- Flyers are OK if placed in a discreet location on first floor units.
- A security plan must be part of the application for any Open House.

- Standard sign size to be 24" x 36".
- Approving sign requests will be delegated to The Management Company, who may approve them as long as the request conforms to this policy.

# MOVE-IN AND MOVE-OUT POLICY

## SCHEDULING OF MOVE

Prior to your move, contact the Property Management Company fourteen days in advance from 8:00 a.m. to 5:00 p.m., Monday through Friday to schedule your move. The policy applies to owners and tenants.



## MOVING HOURS

8:00 a.m. to 5:00 p.m., Daily

## MOVING FEES

Move-In Fee: \$200.00, Move-Out Fee: \$200.00; plus a \$200 damage deposit (returnable if no damage).

The moving fee must be paid through the Property Management Company at the time of reservation of the elevator—14 DAYS in advance of the move.

- Only one move in the building is allowed per day to ensure one elevator is free for regular traffic.
- Only one elevator may be used for the move.
- There will not be a charge for single item moves, i.e., delivery of a couch, etc.; however, please contact the Management Company to have the pads at least 48 hours in advance to arrange pads to protect the elevator.

## BOXES AND PACKING MATERIAL

At the end of the move, or after each day if the move takes longer than one day, the corridors and elevator must be cleared of all debris. Packing materials and boxes must not be disposed of in the garbage chute. These materials should be disposed of in the Recycling Bins located in the garage. Flatten all boxes and place materials in the appropriate containers. If your material cannot be recycled, dispose of it in the oversize trash bin.

## DAMAGE TO BUILDING AND COMMON AREAS

The Owner of Record is responsible to the Homeowner's Association for damage to the building and common areas which is caused by the move. (*Bylaws 8.1.2*)

## **SECURITY**

To ensure security of the facility, moves may NOT be made through either courtyard (main or east).

## **FINES**

The un-scheduled move fine is \$500 in addition to the standard \$200 move fee.

## **EXCEPTIONS**

Units located on the first floor with an exterior door to the street may be exempted from the move-in and move out fee, but not the Damage Deposit, provided they submit a request for exemption and attest that no unit contents, other than covered by another exception, will be moved in or out via the garage or other common spaces. Violation of this request will result in a \$500 fine.

Moves exempt from move fees and damage deposits using the elevator to the garage are limited to hand carried suitcases. Also with a similar exemption are items on a COA provided cart, but limited to within the boundaries of the vertical plane of the platform edges of any cart. In other words, nothing can extend beyond the edges of the cart platform to be exempt from the move fee and damage deposit.

# PROCEDURE ON FINES

The Bylaws authorize the Board of Directors to levy fines for violations of the Declaration, the Bylaws, and/or the House Rules passed by the Board. Complaints about violations must be in writing, with specifics, and sent directly to the Management Company, who will then distribute them to the Board for review. The Board will authorize all fines only after notice has been sent to the owner and an opportunity for the owner to be heard has been offered. The Board may issue up to two warnings, at their discretion, before levying a fine against the violator. Before a fine is levied, the owner may request a hearing by the Board. The owner must do so within the time designated by the Board in its notice of the possibility that a fine may be levied. Once a hearing with at least three Board members in attendance has been conducted, the decision of the Board is binding.



## FINES

First violation: \$75

Second violation: \$150

Third and subsequent violations: \$300

Un-scheduled move violations: \$500 fine in addition to the standard \$200 move fee

Fines will be attached to the Association assessment for the month following the fine and will be subject to the same collection procedures as other elements of the assessment. Collected fines will be deposited to the reserve fund of the Association.

## ASSOCIATION FEES — GENERAL RULES

Monthly Association fees are due and payable on the first of each month and will be considered delinquent if not received by the Management Company by the end of the month. Coupon books will be provided to the Owners. Monthly statements of past due accounts are a courtesy reminder. Owners are responsible for making their payments on the due date, regardless of whether or not a coupon book or statement is received. Extraordinary assessments must be paid within the time frame specified in the notification.

Sellers and Purchases are responsible for notifying the Management Company in writing of any change in Ownership or address, and such changes shall be submitted in writing to the Property Management Company.

## **LATE FEES**

Homeowner Association fees are due on the first of each month. These fees are considered delinquent by the end of the month. A late fee charge of \$25.00 will be levied against the Owner for accounts past due of the recurring monthly fee (as of the end of each month) until made current. This late fee charge will be treated in the same manner as a special assessment and will be collected through procedures established by the Board.

## **PENALTY ASSESSMENT / LIEN AGAINST PROPERTY**

Owners will be given written notice of past due accounts. If accounts remain unpaid for a period of ninety (90) days, a notice of intent to lien will be mailed. If the account is not brought current within ninety (90) days of the first due date, a lien will be filed against the Owner for non-payment.

Owners will be responsible for costs incurred in connection with filing liens, judgments and/or foreclosures, including (but not limited to) filing fees, recording costs, lien preparation, interest, attorneys fees and court costs. These costs will be treated as special assessments against the Unit and must be paid prior to a lien being removed.



# RECOMMENDED MAINTENANCE PRACTICES FOR OWNERS



## SMOKE ALARMS AND CARBON MONOXIDE MONITORS

- Change batteries yearly.
- Replace alarms and monitors at least every 10 years.

## REFRIGERATOR FILTERS

- Replace every 3 to 6 months.

## HVAC

- Change filters every 3 to 6 months.
- Service once or twice per year.

## WINDOW SCREENS

- Wash annually during COA window cleaning activities.
- Replace or repair as needed.

## WASHER AND DRYER

- Clean out or replace the dryer vent hose annually.
- Upgrade washer hoses to metal braided hoses.

## INSURANCE

Keep renter's and/or condo owner's insurance up-to-date. Be sure to consider earthquake coverage for: contents, internal damage, loss of use, and your share of Condo Association coverage deductible.