

ASSOCIATION OF UNIT OWNERS OF FLANDERS LOFTS, A CONDOMINIUM

Resolution of the Board of Directors

**“Additions, Alterations, and Improvements”**

Adopted: May 2022

RECITALS

- A. **“Association”** is the “Association of Unit Owners of Flanders Lofts, a Condominium,” which is also an Oregon nonprofit corporation.
- B. The Association is governed by the following documents, recorded in the records of Multnomah County, Oregon, referred to herein as **“Governing Documents”**:
  - 1. Declaration Submitting Flanders Lofts, A Condominium to Condominium Ownership, recorded on August 15, 1997 as document number 97123846, including any amendments thereto (the **“Declaration”**);
  - 2. Bylaws of the Association of Unit Owners of Flanders Lofts, a Condominium, recorded as Exhibit C to the Declaration with the same document number; along with the First Amendment to the Bylaws of the Association, recorded on March 16, 2005; and the Second Amendment to the Bylaws of the Association, recorded on February 11, 2013, collectively shall be referred to herein as the **“Bylaws.”**
- C. The Association is also governed by the Oregon Condominium Act, ORS Chapter 100.
- D. ORS 100.405(3), Article 14.3 of the Declaration, and Article 3.7 of the Bylaws vest the Board of Directors (the **“Board”**) with all of the powers and duties necessary for the administration of the affairs of the Association.
- E. ORS 100.405(3) and Article 7.5(1) of the Bylaws empower the Board to adopt Rules and Regulations.
- F. ORS 100.450(5) and Article 5.6 of the Bylaws provide that fees, late charges, fines, and interest imposed by the Association are enforceable as assessments.
- G. Article 7.2(a) of the Bylaws provides for a unit owner to make improvements or alterations to their unit that do not impair structural integrity or mechanical systems.
- H. The Board has previously adopted *“Policy Resolution Number 1”* in June 1999 and *“Resolution No. 3”* in November 1999 with respect to use and maintenance of Condominium property (the **“Previous Resolutions.”**)
- I. For the benefit and protection of the Association, individual Unit Owners, and their property, the Board deems it necessary and desirable to update and prescribe the formal process for the application, review, and performance of construction, alterations, additions and improvements within the Condominium.

## RESOLUTION

**NOW, THEREFORE, it is Resolved** that the Board shall adopt the rules and procedure set forth below with respect to construction, alterations, additions, and improvements, within the Condominium, and that the pertinent articles of the Previous Resolutions shall be replaced in their entirety with this policy which is added to the Rules & Regulations of the Association.

- 1. Definition of Work.** Any repair, addition, alteration, improvement, act of maintenance, or other construction within a unit, the value of which is in excess of \$500 (five-hundred dollars) [Article 8.2(f) of the Bylaws], or on any Common Element regardless of value, or on the exterior appearance of the building, whether performed by a Unit Owner or a third-party, shall be “**Work**” that is subject to the policy herein.
- 2. Exterior attachments.** No exterior lighting, noise-making device, antenna, or transmitting tower shall be installed or maintained on any unit or Common Element, except with consent of the Board. [Article 7.5(e) of the Bylaws]
- 3. Application to undertake Work.** A Unit Owner who wishes to undertake any Work on their unit or a Common Element shall submit to the Board an application in writing which describes the plans in sufficient detail to evaluate the scope and impacts of the Work. This *Architectural Review Application* is attached as **Exhibit A**. Such Application shall be deemed complete only when all documentation requested by the Board is satisfactorily provided.
- 4. Consent of Unit Owners.** In a situation where Work would change boundaries between units, jeopardize the soundness or safety of the property, reduce property value, impair any easement, or increase common expenses of the Association, the consent of other unit owners affected must first be obtained. [Article 7.2(c) of the Bylaws]
- 5. Plans, reports, or surveys.** Any relevant professional opinions, reports of architects, contractors, or other professionals, or schematics, surveys, or plans needed to evaluate the impact of the planned Work on the structural integrity mechanical systems of the building; soundness or safety of the building or any unit; the value of the building or any unit; or any easement, shall be provided at the expense of Unit Owner and included with the Application.
- 6. Consideration by the Board.** The Board shall act on any complete Application within 45 calendar days of receipt of such application by the Board or Manager. At its sole discretion, the Board may appoint an Architectural Review Committee (ARC) to review an Application and make recommendations to the Board.
- 7. Permits.** The Unit Owner is solely responsible for obtaining any required permits for the Work, including but not limited to a commercial alteration/tenant improvement building permit, and/or

separate mechanical, electrical, and/or plumbing permits. Copies of all permit applications and approvals related to the Work shall be provided to the Manager without delay.

8. **No Work to commence without prior approval.** No Work whatsoever may commence without prior approval of an Application by the Board, whose approval shall be delivered to the Unit Owner in writing. Should the Board vote to conditionally approve an Application for Work, no such Work shall be commenced or performed unless and until all conditions indicated by the Board have been fully met or addressed, and any pertinent supporting documentation has been delivered to and accepted by the Board. Any changes or alterations to the planned Work after an Application has been approved must be brought to the attention of the Manager or Board, and may be subject to further review, approval, and/or conditions.
9. **Notice to neighbors.** After approval of the Application and at least three (3) days prior to Work commencing, the Unit Owner shall notify the owners and residents of adjacent units in the building (above, below, aside, and across any hall) of the upcoming Work. Such notice shall be delivered in writing, include a description of the scope of work, the schedule for performance, and identify any construction products or processes that may produce excess dust or chemical vapors. This notice should also include contact information for the Unit Owner or other person supervising the Work in the Condominium. The Board, at its sole discretion, may waive this notice requirement for minor or unobtrusive Work.
10. **Performance of the Work.** All Work shall be performed at the sole cost and expense of the Unit Owner. Work may only be performed on weekdays (Monday through Friday), excluding Federal holidays, and exclusively between the hours of 8:00 a.m and 5:00 p.m. There shall be no Work performed during any other hours or on any other days without explicit written permission from the Board.
11. **Supervision of on-site work; Security.** All Work on-site shall be supervised by either the Unit Owner or some responsible person designated by the Unit Owner. This Work supervisor shall be present at the job site to ensure that the conduct of work is carried out consistent with any permits, the approved Application, and this policy. Said supervisor shall also be responsible for ensuring the security of the building is not compromised as a result of the Work, or by any contractors, vendors, delivery persons, or tradespersons involved in the Work. The name and contact information for this supervisor must be included with the Application.
12. **Improper use of Association property, Common Elements, and utilities.** Unit Owners, contractors or other vendors are instructed to exercise due care with Association property and the Common Elements. Any costs for repair, removal, cleaning, or other remediation for damage caused by improper or careless use, will be assessed against the Unit Owner.
  - (a) **Doors.** No owner, resident, agent, or service provider shall jam, prop open, or otherwise cause to remain open any door, including all building entrances and garage doors, at any time.
  - (b) **Staging; Obstruction.** No boxes, tools, or construction material shall be stored or staged on a Common Element in a manner that interferes with access by other owners or residents to and

from any floor or access to their unit. Access to the lobby of the building must not be obstructed at any time.

- (c) **Elevator.** The building elevator must be protected with moving pads and floor protection at all times during any use for the Work. No items in excess of the posted weight limit may be transported in the elevator. The elevator must not be held or propped open at any time for any duration, and should be placed into or out of service with the proper keys as required.
- (d) **Garage; Parking.** Residents and their agents or vendors must park all vehicles, including all construction vehicles, in accordance with all city regulations, parking signs, street and curb markings, and the Association parking rules. Construction vehicles may not remain parked in the Condominium parking garage, and may make no obstruction to access or free passage into or out of the garage.
- (e) **Trash; Dumpster** Unit Owner and contractors must promptly remove all packaging, debris, and other construction materials from the General Common Elements each day. The Condominium trash room and containers may not be used for construction debris or other related material unless prior arrangement is made with the Manager; the cost of any such additional hauling will be at the expense of the Unit Owner.
- (f) **Utilities.** The use of Association utility services for the Work of an individual Unit Owner is not permitted.
- (g) **Common Elements.** No part of the Work shall be performed on a General Common Element. All dust and debris in a Common Element shall be promptly removed and the area cleaned. Any damage made to a Common Element must be reported to the Manager by the Unit Owner.

**13. Remedies; Stop Work notice.** All Work, as defined herein, within the Condominium is subject to this policy regardless of Application status. Should the Board determine that Work is proceeding in violation of this policy, the Board shall seek all available remedies to protect the interests of the Association. If a Unit Owner is found to be in violation of this policy, the Board shall issue a notice to 'stop work' immediately, and Work must not continue in the Condominium until any issues have been resolved to the satisfaction of the Board. Notice shall be personally delivered, or mailed by first class to the Unit Owner at the addresses shown in the records of the Association and posted on the Unit front door at the property address. The notice shall contain:

- a. A statement that the Board has not approved the commencement of the Work or that the Work is otherwise in violation;
- b. A statement that the Unit Owner is subject to additional fines if Work continues without a resolution with the Board, and;
- c. The procedure to request an architectural review hearing.

**14. Damage to other units.** Any damage to another owner's unit on account of the Work, or neglect by the Unit Owner, or their contractors or other vendors is the responsibility of the Unit Owner and all costs for repair or other remediation for damage shall be at the Unit Owner's sole expense.

**15. Owner responsibility and cooperation.** Unit Owner is responsible in all respects for the conduct of contractors, vendors, or other persons entering the property to conduct the Work. Unit Owner shall work cooperatively with the Association, Manager, Board, and/or any affected other owner with

regards to the Work, or any issue with Unit Owner's vendors, contractors, and service providers.

**16. Emergency repairs.** No portion of this policy prohibits or restricts any Unit Owner from making emergency repairs or taking immediate appropriate action as necessary to avoid or minimize damage to the Condominium building and/or any unit.

**17. Board approval is not a release.** Board review and approval of an Application for proposed Work is solely for the purposes of protecting the interests of the Association. Such Board approval is not a release of liability, and does not suggest any professional architectural, engineering, zoning code, or permitted use review or approval. By its approval of the Application, the Board assumes no liability or obligation with respect to the Work.

**18. Insurance by Unit Owner.** Unit Owner shall be responsible for obtaining at their own expense, insurance covering their property, their liability, and any necessary insurance coverage appropriate for the scope of the Work. [Article 8.1.6 of the Bylaws]

**19. Fines.** The Board of Directors may assess fines against a Unit Owner for violations of this Resolution in accordance with the Association's current Schedule of Fines as described within the Enforcement Resolution. Unit Owner shall be held responsible for violations by any contractor, vendor, or service provider of any portion of the Governing Documents or Rules & Regulations.

**BE IT FURTHER RESOLVED** that a copy of this Resolution shall be sent to each Unit Owner at the address or e-mail address shown in the records of the Association, and also included in the collection of governing documents maintained and made available by the Manager. This Resolution shall be binding on each Unit Owner and all occupants as of the date of delivery of this Resolution to Unit Owners.

ATTESTED:

DocuSigned by:

Brian Emerson

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Chairperson, Board of Directors,  
AUO of Flanders Lofts, A Condominium

DocuSigned by:

Sara L. Ginzanti

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Secretary, Board of Directors,  
AUO of Flanders Lofts, A Condominium

5/26/2022

DATED : May \_\_\_\_\_, 2022

ASSOCIATION OF UNIT OWNERS OF FLANDERS LOFTS, A CONDOMINIUM

Additions, Alterations, and Improvements Resolution

Exhibit A

**“Architectural Review Application”**

## Flanders Lofts Architectural Review Form

A CONDOMINIUM ASSOCIATION C/O:  
 Bluestone and Hockley Real Estate Services  
 4915 SW Griffith Dr. #300, Beaverton, OR 97005  
 hoa@bluestonehockley.com

Unit #:		Date Submitted:	
Applicant Name:			
Project Name: <i>(i.e., "Bathroom Remodel")</i>			
<b>Contact Information:</b>			
Daytime Phone:		Secondary Phone:	
Email:		Emergency Phone:	
<b>Project Information:</b>			
Project Type:	<input type="checkbox"/> Renovation <input type="checkbox"/> Major System Replacement <input type="checkbox"/> Remodel/Structure Change <input type="checkbox"/> Other		
Estimated Start Date:		Estimated End Date:	
Contractor Name:			
Contractor Phone:		Estimated Cost:	
Project Details:			

**IMPORTANT NOTES:**

- All construction and installation of any improvements shall comply with local, state, and federal building and land-use regulations. **Compliance with these regulations is the responsibility of the homeowner.**
- For structure changes, please include a simple foot-print drawing and list the types of materials planned.
- Building, electrical, or plumbing permits may be required. The determination of the necessity of any permits and the act of obtaining any permits is the responsibility of the homeowner.
- Changes to the proposed plan necessitated by permits or compliance with local, state, or federal building or land-use regulations are subject to additional review by the Architectural Review Committee (ARC).
- Applicants are responsible to notify all adjacent neighbors of potential sound, dust, fumes, or other annoyances associated with approved projects. No work is to be done on-site during the building's defined quiet hours.
- Please submit this application 30 days prior to beginning your project. It is a priority of the ARC to have your application reviewed in a timely manner so as not to impede the completion of your project.
- **This review and approval are not a review, nor an approval, for compliance with any local, state, or federal building or land-use regulations.**

*Applicant – Please do not mark below this line.*

**ARC Decision:** ☐ Approved    ☐ Approved with Conditions    ☐ Disapproved

*ALL LOCAL, STATE, AND FEDERAL BUILDING OR LAND-USE REGULATIONS MUST BE MET (see above).*

**Comments or Conditions for Approval:**