

ASSOCIATION OF UNIT OWNERS OF FLANDERS LOFTS, A CONDOMINIUM

Resolution of the Board of Directors

**“Tenant Occupancy”**

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. Portland City Code 33.207 regulates the establishment of short term rentals within the planning zone where the Condominium is located.
- H. Article 7.5(g) of the Bylaws provides the terms by which a Unit Owner may rent or lease a unit.
- I. For the benefit and protection of the Association, individual Unit Owners, and their property, and in keeping with the residential character of the Condominium, the Board deems it necessary and desirable to set forth the formal process for Unit Owners who rent or lease a Residential Unit in the Condominium.

## RESOLUTION

**NOW, THEREFORE, it is Resolved** that owners, tenants or leaseholders shall follow the rules and procedure set forth below with respect to any short-term or multi-month rental or lease of a Residential Unit of the Condominium, and that this policy is added to the Rules & Regulations of the Association.

1. **Leasing or Rental of Units.** No residential Unit Owner may lease or rent less than their entire unit, and no Unit Owner may rent a unit for transient or hotel purposes, or for a period of less than seven (7) days. [Bylaws Article 7.5(g)]
2. **Notice of Rental or Lease.** Immediately upon the rental or lease of any unit, the Unit Owner shall promptly inform the Association or the Manager of the name and contact information of said lessee or tenant [Bylaws Article 6.6] providing a completed *Statement of Occupancy Information*, attached as **Exhibit A**.
3. **Lease or Rental Agreements in Writing.** All leases or rentals shall be by a written lease agreement, which shall provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration and the Bylaws and that any failure by the lessee or tenant to comply with the terms of such documents shall be a default under the lease. [Bylaws Article 7.5(g)] Said executed rental or lease agreement shall be made available to the Manager or Board upon written request.
4. **Copy of Governing Documents.** Unit Holder shall provide to tenant or leaseholder a copy of the Association Governing Documents and Rules & Regulations. Further, Unit Owner shall provide tenant or leaseholder with emergency contact information for the Manager and the Association.
5. **City Planning and Zoning.** At all times, Unit Owners renting or leasing their unit must be in compliance with relevant City of Portland Planning and Zoning Regulations, including without limitation Portland Zoning Code Section 33.207 which pertains to Accessory Short-Term Rentals (ASTR).
6. **Permit.** Any Unit Owner that is issued an ASTR permit by the City of Portland shall provide a copy of such permit to the Manager.
7. **Building Access.** Tenant or leaseholder access to the Condominium may be provided by either electronic key fob or numeric pin code, which method and particulars must be recorded on the *Statement of Occupancy Information*. The cost of replacement key fobs and/or for reprogramming building access codes between different tenants or leaseholders will be assessed against the Unit Owner.
8. **Move-in Move-out.** If a tenant or leaseholder shall undergo a Move-in and/or Move-out as defined by such Association policy, then the Unit Owner shall make a note of this need on the *Statement of Occupancy Information*. Unit Owner will be assessed the Association's Moving Fee, if applicable.

- 9. Owner Cooperation.** The owner of any unit is ultimately responsible for any renter, tenant, or lessee who violates any portion of the Governing Documents or Rules & Regulations of the Association. Owners that rent or lease a unit shall cooperate directly with the Board and Manager in resolving complaints or concerns with respect to such tenants or leaseholders who may be in violation or otherwise creating a nuisance or unreasonable disturbance.
- 10. 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. The Unit Owner shall be held responsible for violations by any renter, tenant, guest, or family member of any portion of the Governing Documents or Rules & Regulations.
- 11. ORS Chapter 90 Not Applicable.** Nothing in this Resolution or the Governing Documents may be construed to impose on the Association the duties, responsibilities, or liabilities of a landlord under ORS Chapter 90 or subject the Association to the requirements of ORS Chapter 90.

**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:  
*Shirley G. G. G. G.*  
3F9A96B47B9746E...

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

Exhibit A

**“Statement of Occupancy Information”**

## Statement of Occupancy Information

AUO of Flanders Lofts

% Bluestone &amp; Hockley Real Estate Services

4915 SW Griffith Dr. #300, Beaverton, OR 97005

hoa@bluestonehockley.com

<b>Unit #:</b>		<b>Date Submitted:</b>	
<b>Unit Owner:</b>			
<b>Unit Owner Daytime Phone:</b>		<b>Mobile Phone:</b>	
<b>Email:</b>		<b>Emergency Phone:</b>	
<b>Tenant Information:</b>			
<b>Name of Tenant/Lessee</b>			
<b>Daytime Phone(s):</b>			
<b>Secondary Phone(s):</b>			
<b>Email address:</b>			
<b>Additional Occupant:</b>			
<b>Vehicle Description:</b>		<b>Parking Space #</b>	
<b>Pet Information:</b>			
<b>Rental or Lease Agreement Information:</b>			
<input type="checkbox"/> Move-in and Move-out of furnishings -OR- <input type="checkbox"/> Unit is rented fully furnished			
<b>Move-In Date:</b>		<b>Rental/Lease Duration:</b>	
<b>Building Access Method:</b> <input type="checkbox"/> Key Fob <input type="checkbox"/> Pin Code <input type="checkbox"/> Pin Code & Key Fob			
<b>Key Fob(s) / Pin Code<sup>2</sup>:</b>			
<b>Additional Information:</b>			

**IMPORTANT NOTES:**

1 – Tenants who will be moving substantial personal property and/or any furnishings into the unit are subject to the Association's Move-in Move-out policy and must schedule both moves with the property manager providing sufficient notice.

2 – Building access pin codes that are provided to any tenant must be deactivated at the termination of their lease or rental agreement. Any key fobs provided to a tenant shall be identified by their unique ID number. Lost or unreturned fobs must be reported immediately to the property manager. If you cannot read your fob ID number, please contact Bluestone & Hockley for assistance. The cost of replacement key fobs and/or for reprogramming building access codes between different tenants or leaseholders will be assessed against the Unit Owner