

# THE VAUX CONDOMINIUMS



## ***RULES HANDBOOK***

2026

# TABLE OF CONTENTS

<b>Introduction</b>	<b>3</b>
<b>Access</b>	<b>4</b>
Resident Access	4
Guest & Visitor Access	4
Parking Access	4
<b>Security</b>	<b>5</b>
<b>Information Required from Residents</b>	<b>6</b>
<b>Occupancy</b>	<b>7</b>
Smoking	7
Noise & Nuisances	7
Insurance	8
Fire Safety	8
<b>Non-Owner Occupancy</b>	<b>9</b>
Guest Policy	9
<b>Community Rules</b>	<b>10</b>
Common Areas	10
Bulletin Boards	10
Parking Garage	11
Storage Units	11
Courtyard Usage	12
Decks & Balconies	12
Window Screens & Exterior Doors	12
Pets	13
<b>Refuse Disposal and Recycling</b>	<b>14</b>
Garbage Chute	14
Recyclable Items	14
Trash Bins	14
<b>Unit Alterations and Modifications</b>	<b>15</b>
Routine Maintenance	15
Minor Projects	16
Major Projects	16
<b>Open House &amp; Unit Sales</b>	<b>18</b>
Signage	18
Open Houses	18
Declaration & Bylaws	18
<b>Move-In and Move-Out Policy</b>	<b>19</b>
Scheduling of Move	19
Move Coordination Fees	19
Boxes & Packing Material	20
Damage to Building & Common Areas	20
Security	20
Exceptions	20
<b>Procedure on Fines</b>	<b>21</b>
Complaints	21
Fines	21
Association Fees	22
Penalty Assessment / Liens	22



## INTRODUCTION

*This Rules Handbook supersedes any previously published rules, resolutions, and policies of the Board of Directors of The Vaux Condominium.*

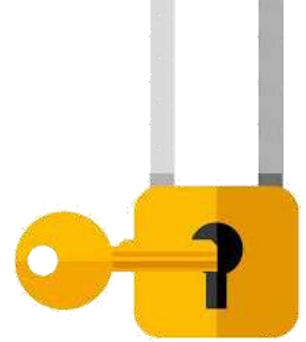
When living in a communal setting, it is imperative to have rules that promote harmonious living. The Rules Handbook is meant to address issues that arise in community living from time to time. The rules herein have been established to ensure that the Vaux Condominium Owners' Association (the "Association") maintains a standard of living that is fair and equitable to all residents.

In purchasing at The Vaux, each owner agreed to abide by and to cause their occupants, guests, and tenants to abide by the Declaration of The Vaux Condominiums (the "Declaration"), the Bylaws of The Vaux Condominiums Owners' Association (the "Bylaws"), and by extension, this Rules Handbook. The Declaration, Bylaws and this Rules Handbook are available on the Vaux website:

**<https://www.thevaux.com/governingdox>**

If any provision of this Rules Handbook conflicts with any provision of the Declaration or the Bylaws, the Declaration and/or Bylaws shall control.

# ACCESS



## RESIDENT ACCESS

The resident access system is both fob and smartphone based. Smartphone access is administered by the Management Company and is dependent on the owner providing the proper data in a timely manner. The Board will not have discretion to grant guest/visitor access to the building or garage.

Owners can purchase one (1) fob per unit for \$25.00. No additional fobs will be issued. The Board shall reserve the right to make exceptions for medical, physical, or other extenuating circumstances. Lost or damaged fobs must be reported to the Management Company within 24 hours and may be replaced at a cost of \$50.00 per fob. The fob being replaced shall be deactivated as soon as it is reported lost or damaged.

## GUEST AND VISITOR ACCESS

Guests and visitors (including delivery personnel, vendors, service providers, etc.) can be granted access to the building via a call from the front door call box to the resident's smartphone (video calls) or landline/non-smartphone (voice only).

For recurring guests and visitors, such as dog walkers and housekeepers, residents may issue virtual key access through the building access system. Virtual keys shall be issued only for the duration of the need for access and cannot be issued for more than 3 months unless renewed with a new virtual key.

## PARKING ACCESS

The parking garage can be accessed by residents via a parking sticker or by smartphone via the Open Path app. The garage gate should never be opened remotely via Open Path.

One (1) parking sticker for each parking space and/or bike storage space shall be issued to the owner at the Association's expense. The Board shall reserve the right to make exceptions for extenuating circumstances. The parking stickers shall be affixed to the headlamp or windshield of a resident's vehicle or the handlebar or the like of a resident's bicycle. Parking stickers shall not be given to guests or visitors and will become disabled when removed from the vehicle.

Lost, stolen, or damaged stickers must be reported to the Management Company within 24 hours. Replacement stickers may be purchased at \$25.00 per sticker.



## SECURITY

**Every owner and resident of the Vaux is responsible for the security of the buildings.** Entry into any access point to the property via “tailgating” (either on foot or by vehicle) is not permitted by any resident or guest. Do not admit any persons unknown to you into the building at any time, for any reason. This includes delivery personnel, contractors, or visitors of any kind. If they have a legitimate reason for being in the building, they will be able to reach the party they are visiting from the call box. **There is never a good reason for giving a stranger access to the building.**

Vehicles entering and exiting the garage must wait in view of the garage door to ensure that it fully closes behind them. Do not allow another car to tailgate or enter the garage immediately behind your vehicle (also known as “drafting”). And do not attempt to follow another vehicle into the garage before the gate fully closes. Each vehicle must use their own access device to enter the garage.

When entering or exiting the building, you must ensure that all exterior doors or gates are closed properly behind you. Report any malfunctioning doors, gates, lost fobs, or other security breaches immediately to the Management Company.

Should a lost or stolen fob, smart phone access, or tailgating/drafting through the doors and/or gates be determined as the source of any theft or damage to the Association’s property, the associated unit owner(s) shall be responsible to the extent the loss or damage is not covered by the Association’s insurance (up to the deductible amount).

Immediately report all suspicious activity on or around the Vaux property to the Portland Police via **911** if an emergency exists. For non-emergency situations, call the Portland Police non-emergency line, **(503) 823-3333**.

## INFORMATION REQUIRED FROM RESIDENTS



All owners must maintain on file with the Management Company a complete copy of the Owner and Tenant Information Form. Any new occupants or other changes affecting the accuracy of the information originally provided must be reported promptly to the Management Company.

If you rent or lease your unit, you must notify the Management Company of your tenant's name, move-in date, length of lease term, and if applicable, the automobile description (make/model/color/license plate number), each time there is a change of tenants.

The Owner and Tenant Information Forms must be signed and returned to the Management Company before the new owner or tenant takes occupancy.

# OCCUPANCY

## NO SMOKING

The 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. This prohibition applies to all general and limited common element areas of the Condominium, whether indoors or outdoors, including, without limitation, patios, balconies, garages, lobbies, hallways, walkways, landscaped areas, and within all Condominium units. Smoking is defined as 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, tenants, and invitees of such owner.



## NOISE AND NUISANCES

No nuisances or noxious, offensive, or illegal activities shall be allowed in the Condominium. Nuisance is defined under Oregon law as a substantial and unreasonable interference with another person's possession, use, and enjoyment of the Condominium.

Unit occupants and their guests shall exercise care not to make noise which may disturb other occupants or guests, including, but not limited to, the use of musical instruments, amplifiers, radios, stereos, and televisions. Speakers may not be mounted on or against walls or on floors without an adequate sound barrier to prevent vibration and transmission of bass sounds outside the unit. No speakers or radios may be placed or played on balconies or in windows.

Excessive noise is defined as any noise or vibration from any source that can be heard or felt in other units through the walls, ceilings, floors or hallways. If an owner or tenant is requested by their neighbors to reduce the volume of a device or activity, the owner or tenant must cooperate and reduce the volume to where it cannot be heard by neighbors through the structure of the building.

Owners and tenants are encouraged to be conscious of their neighbors and to honor requests that outside noise from guests or conversation be moderated. However, owners and tenants are encouraged to be gracious about their neighbors' gatherings when the host is reasonably trying to observe the rules.

## **INSURANCE**

Each owner is required to obtain, at his/her own expense, insurance covering personal property and liability. The Association's policies cover the building's common elements and liabilities only.

## **FIRE SAFETY**

Owners must ensure the smoke detectors in the unit are functional.

No unit owner or tenant shall be permitted to use or store any propane grill, barbeque, turkey fryer, fire pit, or other device fueled by propane on a porch, balcony, patio, or within any unit. The owners of certain units are permitted to use natural gas fired barbeques for use with the natural gas hook-up on the balcony or patio adjoining such owner's unit.

Regarding charcoal grills, in accordance with the 2022 Oregon Fire Code (*OFC 308.1.4*), charcoal grills may be used if:

- The grill is at least 10 feet 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.



## **NON-OWNER OCCUPANCY**

The Vaux Bylaws and Declaration limit units that can be rented or leased to 30% of the total number of units in the condominium. You must apply to the Association for permission to rent or lease your unit. If the maximum number of leased units has been reached, a waiting list will be created. Any rental must be for a minimum of 30 days. 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 90 days, the approval is revoked and the owner will be put at the end of the waiting list, if such a list exists.

Owners who rent or lease their units shall submit the following to the Management Company prior to the 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 new rental or lease of the unit 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 for 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.

## **GUEST POLICY**

Guests are defined as friends and family members of the unit owner/tenant who are visiting temporarily without payment of rent or other form of compensation. Guests who stay more than 14 consecutive days are considered occupants and must be registered with the Management Company. In addition, any guest or visitor who is given independent access to the building and who is staying in the unit (for any length of time) while the owner/tenant is not present must be registered with the Management Company. This includes house sitters and pet sitters.

Guests must be informed of the Association's rules and regulations. Any violation of the rules by a guest or visitor will be the responsibility of the resident.



## **COMMUNITY RULES**

### **COMMON AREAS — DAMAGE**

Maintenance, repairs, and replacements to the common elements due to normal wear and tear will be made by the Association. However, if maintenance, repairs or replacements are necessitated by the acts or omissions of a specific owner or their tenants or guests, the owner responsible will be charged.

### **COMMON AREAS — APPEARANCE**

Permanent or seasonal decorations of any kind on the exterior of the unit are strictly limited and must conform with the following provisions. Decks and balconies can be decorated so long as they do not violate any other rule or Bylaw. Likewise, limited personalization of a unit's common hallway door via a single decoration is allowed. In all cases, the decoration or personalization may not violate any specific rule, is not a disallowed item, and is not objected to by any member of the community. Under no circumstance shall a unit's common hallway door be left open, other than for ingress/egress. The following items are not allowed in the public halls, lobbies, stairways, vestibules, or any other part of the common elements:

- Floor mats
- Umbrellas
- Empty packaging materials and trash
- Carts
- Shoes, boots, etc.
- Furniture and other objects

Packages placed in the lobby by UPS or other delivery services, or for mailing purposes are excluded. Packages delivered directly to the door of a unit are also permitted; however, for security reasons residents are advised not to schedule deliveries when they are traveling or away from the building for an extended period.

### **USE OF COMMON AREA BULLETIN BOARDS**

The large bulletin boards in the garage level elevator lobbies are the only places that residents may use for hardcopy postings, which must conform to the following guidelines:

- Postings are limited to a size no larger than 8-1/2" x 11".
- Posting must include the date posted.
- Postings are limited to a maximum of 30 days.

- Bulletin boards are for the exclusive use of Vaux residents.
- Nothing that may reasonably be construed by any member of the community as offensive or divisive is allowed.
- Postings of nearby community events are allowed.
- Any posting which violates any of these guidelines is subject to removal.

## **PARKING GARAGE**

Parking spaces are restricted to use for the parking of operative motor vehicles. No other use is permitted, including but not limited to storage of personal items, bicycle parking, or vehicular maintenance.

- No vehicle should protrude from its parking space.
- Rental of parking spaces is allowed only to another resident of The Vaux Condominium. All residents need to have their vehicles registered with 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.
- No vehicle shall be parked for any length of time anywhere other than a loading area or a designated parking space.
- The maximum speed limit in the garage is 5 mph.

## **STORAGE UNITS**

Security of each storage unit is the responsibility of the storage unit owner. Owners accept responsibility for loss of any property due to theft, damage, fire, etc.

Nothing may be stored in any storage unit that poses a health or safety hazard of any kind, including but not limited to explosive or odorific materials.

No perishable food or other food items (open or sealed) that might attract insects or rodents may be stored in storage units.

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

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

## **COURTYARD USAGE**

The hours during which the courtyard may be used are 8:00 a.m. to 10:00 p.m. No gatherings are permitted in the courtyard outside of these hours. The Association's rules on noise, nuisances, and disturbances apply to the use of the courtyard. If a group of more than 8 people wish to meet in the courtyard, prior approval of the Board of Directors is required.

All gatherings in the courtyard must have at least one owner/tenant present for the duration of the event. At the end of the gathering, trash must be deposited in trash receptacles; for large gatherings, trash must be taken to the basement trash bin.

Lighting cannot intrude into the inside of any unit facing the courtyard.

Pets and children are not allowed to play in the fountains or in the landscaping.

Any Association-provided tables and chairs may be used by residents and their guests, provided the following rules are observed:

- Unless a reservation system is in place, use of the tables is first come, first served.
- Tables and chairs must be cleared after use and placed in their original positions.

## **DECKS AND BALCONIES**

No items may be stored on decks or balconies except patio furniture, grills permitted under the Fire Safety rules, and potted plants in appropriate receptacles.

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 onto decks, windows, or the sidewalk below. Decks and balconies may not be used for beating rugs, carpets or shaking dust mops.

## **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 Association will be responsible for the maintenance and eventual replacement of the unit's exterior doors and windows due to normal wear and tear. Unit owners will be responsible for reimbursing the Association for repair of all damage above normal wear and tear.

Exterior doors are defined as:

- Doors to the common hallway
- Doors to the exterior of the building, including doors to decks and balconies.

## **PETS**

Only household pets (dogs, cats, birds, fish, hamsters, etc.) are permitted to be kept within the Condominium. Exotic animals are not permitted. There is a limit of four (4) pets per unit (other than fish).

When in common areas, pets not confined in enclosures must be handheld or under leash control 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 people or furniture in the common areas, or otherwise threatening people while in the common areas of the property.

Owners are reminded that Portland has a “poop scoop” law and that all pet waste must be removed and disposed of properly. Pets are not allowed to relieve themselves in the Courtyard.

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 the 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 will be subject to a fine.

It is not acceptable for a pet to bark excessively either in the unit or in the common areas. Excessive barking is defined as barking continuously for 5 minutes or intermittent barking on a regular basis.

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

# REFUSE DISPOSAL AND RECYCLING



The Association members share a common interest in ensuring 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, plastic, and paper in a clean and efficient manner.

## GARBAGE CHUTE

All refuse disposed of in the garbage chute shall be bagged, sealed, 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 materials shall be disposed of in the recycling bin provided. For detailed information on Portland's rules on trash and recycling, visit the City of Portland's website:

<https://www.portland.gov/bps/garbage-recycling>

### *RECYCLING REGULATIONS REQUIRE:*

- Batteries go in the battery bin.
- Light bulbs go in the light bulb bin, excluding incandescent light bulbs which can go in the trash bin.
- Glass jars and bottles (rinsed) go in the glass bins. All other types of glass (e.g., vases, glassware) go in the trash bin.
- All other recyclables go in the large recycling bin.
  - Clean paper (newspapers, and plain paper) only.
  - Flattened cardboard boxes.
  - Clean metal (no grease or oil), including cans.
  - 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 must go in the trash bin.

## TRASH BINS

Only household trash may be disposed of in the trash bins. All trash must be properly bagged. No furniture, mattresses, major appliances or other large items, Christmas trees, or hazardous or noxious items of any kind, may be placed in or near the trash bins; these items must be disposed of at the resident's expense. If the removal of any such items results in cost to the Association, the offender will be charged for such removal, as well as a fine.

# UNIT ALTERATIONS AND MODIFICATIONS



Certain alterations and modifications to a unit will require approval from the Management Company, the Architectural Review Committee (if any) and/or The Vaux Board of Directors. 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, doors, windows, and porches are common elements.

There are three categories of project types: Routine Maintenance and Replacements, Minor, and Major, all of which are summarized below. All projects must conform to limitations on hours of work and impact on neighbors. Attachments or penetrations to ceilings, floors, and demising walls are limited to no greater depth than  $\frac{3}{4}$  of an inch. Owners are responsible for any damage or liability to other units or damage to building systems and common elements. To prevent damage to elevators, it is your responsibility to request the day porter to install elevator pads when appropriate. There is no cost for this.

Unit owners are responsible for the actions of their contractors, and we strongly suggest that you read and review these requirements with your contractor. All contractors must be licensed, bonded and carry a minimum of \$1,000,000 liability insurance. You will need to submit to the Management Company a certificate of insurance with The Vaux Condominium Association as an additional insured prior to starting the project.

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 the appropriate approvals for that classification are granted.

## ROUTINE MAINTENANCE AND REPLACEMENTS

These are changes that do not impact building systems or common elements and therefore do not require approval.

*Examples of Routine Maintenance and Replacements include:*

- Painting with low VOC paints.
- Replacing carpets without disturbing sound proofing.
- Hanging pictures inside the unit.
- Repair of existing appliances.
- Replacement of installed appliances by competent professionals (refrigerators, stoves, washers, dryers, gas grill, etc.) in the existing locations and the same connection to building systems.

- 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.
- Built-in closet installations or upgrades.
- Installing or modifying window coverings.
- Periodic replacement of smoke or carbon monoxide detectors.
- Replacement of light fixtures and electrical outlets.

Even though an insurance certificate may not be required for certain projects in this category, owners are responsible for any damage or liability to other units or damage to building systems and common elements.

## **MINOR PROJECTS**

These are improvements that *require approval and/or inspection* of the Management Company to ensure compliance with building systems. Building permits may be required from the City of Portland with inspections for code compliance. It is the owner’s responsibility to determine if permits are required, and to ensure the necessary permits are acquired and work is inspected by the City.

Submittal of project information, insurance certificates, and City permits (if applicable) are required for these projects.

*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.
- Addition or movement of major appliances beyond the existing footprint, that do not require a gas, water or sewer connection.
- Replacement or additions of kitchen or bath cabinets or counters.
- Modification of fireplace and fireplace façade.
- Modifications or additions to the unit’s plumbing, if such modifications or additions alter or add any in-wall, in-floor, or in-ceiling plumbing and are wholly within the space of the unit.

## **MAJOR PROJECTS**

These are improvements which *require the approval* of the *Management Company and the Board*. The Board may require professionals to be called upon for advice to the Association, with any applicable fees being the responsibility of the owner.

Building permits may be required from the City of Portland 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 Management Company.

*Examples of Major Projects include:*

- 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 or addition of appliances which require a modification to the building's gas, water or sewer connections.
- Modification to demising walls or ceilings. Any such modifications must meet Vaux soundproofing and insulation specifications.
- Moving, constructing, or demolishing interior walls.
- Modifications, including 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.

# OPEN HOUSES AND UNIT SALES

## SIGNAGE

Owners may not display signage (i.e., For Sale) from their units. Temporary signs advertising an open house may be posted on the sidewalk outside the building 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 without approval of the Board.

## OPEN HOUSES

At no time may a realtor or an owner prop open any exterior door or elevator door. This will be considered a serious violation of the security of the building for which the owner may be held liable for fines.

## DECLARATION AND BYLAWS

Owners selling their units must ensure 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 Rules Handbook are provided to a purchaser *BEFORE* the Sales Agreement is fully executed by all parties. This package of documents is available from our website, [thevaux.com](http://thevaux.com), and from the Management Company.





# MOVE-IN AND MOVE-OUT POLICY

## SCHEDULING OF MOVE

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

Moves are scheduled on a first-come, first-served basis. Only one move can occur at a time, and only one elevator may be used for the move. Moving hours are 8:00 a.m. to 5:00 p.m., Monday – Saturday.

All new residents are required to complete the mandatory orientation to The Vaux, which will be scheduled by the contracted move-in security company prior to or at the time of the move-in.

## MOVE COORDINATION FEES

The move coordination fees serve to offset the Association’s costs for building security, wear and tear imposed on the building, and the new resident orientation.

All fees are non-refundable and paid in advance:

- Move Fee: \$750 (paid upfront and covers both move in and move out)
- Staging: \$500 (paid upfront and covers move in and move out)
- Unit to Unit Move: \$350 (for moves from one Vaux unit to another)
- Move Out Only: \$350 (if moved in prior to 12/2/2021)
- Overtime: \$100 per hour (in excess of 4 hours)
- Short Notice: \$50 (if less than 7 business days)  
\$100 (if less than 3 business days)
- Cancellation: \$100 (if less than 24 hours’ notice)  
\$250 (if less than 30 minutes of scheduled move)
- Reschedule: \$100 (if less than 7 days’ notice)
- Unscheduled Move: \$350 (in addition to the move in/move out fee)

There will not be a charge for single item moves, *i.e.*, delivery of a couch; however, please contact the Management Company 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 basement trash bin.

## **DAMAGE TO BUILDING AND COMMON AREAS**

An inspection is conducted before and after the move to confirm there has been no damage to the building and/or common areas. Should damage occur, the Association will perform repairs, and the unit owner will be billed for the cost associated with the work.

## **SECURITY**

To ensure security of the facility, moves are not allowed through the courtyard gates or the gate to the ground floor Savier units on the east side.

## **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, provided they submit a request for exemption to the Management Company and attest that no unit contents, other than covered by the below exceptions, will be moved in or out via the garage or other common spaces. Violation of this rule will result in the unscheduled move fine.

Moves exempt from move fees using the elevator to the garage are limited to hand carried suitcases. Also exempt are items moved on an Association-provided cart but limited to the boundaries of the platform edges of the cart. In other words, nothing can extend beyond the edges of the cart platform to be exempt from the move fee.



# PROCEDURE ON COMPLAINTS AND FINES

## COMPLAINTS

The Bylaws authorize the Board of Directors to levy fines for violations of the Declaration, the Bylaws, and/or the Rules adopted by the Board. If possible, rule violations should be resolved directly between the parties concerned. If one or more parties wishes to file a complaint after they have attempted to resolve the issue directly with the offender, they may do so by submitting a written request with the Management Company that includes the following:

- A description of the offending behavior or activity, including the date(s) and approximate time(s), the rule involved, and any substantiating or corroborating information.
- A description of the methods of communication used between the parties to reach resolution in an amicable way.
- The proposed remedy for the rule violation.

*Anonymous complaints will not be considered.* Subsequent violations of the same rule by the same offender can be reported by any member of the community without first attempting to resolve the issue directly with the offender. However, an offender can only be fined once per violation regardless of how many people file complaints about a single incident.

The Management Company will then ask the perceived violator to respond in writing to the complaint. Once received, the information will be reviewed and adjudicated by the Management Company to determine if a rule violation is warranted. If it is the first such complaint of this nature, a violation warning will be issued. If it is a subsequent violation of the same type, the Management Company may issue a second warning, or if circumstances warrant, issue a first level fine.

Either party may appeal the decision of the Management Company in writing, who will forward the information to the Board, which will conduct a review of the complaint and make a decision to uphold or overturn the decision of the Management Company.

## FINES

Owners will be notified of any rule violation and given the opportunity to remediate within a reasonable time before imposing a fine; the time allowed for remediation will depend on the nature of the violation. If the violation is not remedied within the time frame contained in the notice, a First Violation fine will be levied.

If a second or third violation occurs (due to failure to remedy or re-offending), a Second or Third Violation fine will be levied without additional notice.

	<u>Nuisance/Harassment</u>	<u>Minor Infraction</u>	<u>Short Term Rental</u>
First violation:	\$250	\$100	\$1,000
Second violation:	\$500	\$200	
Third and subsequent violations:	\$750	\$300	

In addition, if the Association incurs any costs from the Management Company relating to the adjudication of the violation, the violator will be responsible for such costs. 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 and late fees will be deposited to the operating 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 that month. Monthly statements of past due accounts are a courtesy reminder.

Owners are responsible for making their payments on the due date. A late charge of \$25.00 will be levied against the owner for accounts past due (as of the end of each month) until made current.

**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 thirty (30) days of the notice of intent to lien, a lien will be filed against the owner’s unit 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, attorney’s fees and court costs. These costs must be paid prior to a lien being removed.

