

# Harrison East Rules & Regulations

Subordinate to Harrison East Bylaws and Harrison East Declarations  
(See also Article 7, Section 7.5(m) of the Harrison East Bylaws)  
Adopted November 19, 2012

## **1. Maintenance of Common Elements (see also Article 5 & 6 of the Declarations)**

All maintenance, repairs and replacements to the exterior of building structures and the Common Areas shall be made by the Association.

## **2. General Common Elements (see also Article 5 of the Declarations)**

The following are considered Common Areas:

- 2.1. The land, pathways, driveways, fences, grounds, association room and laundry room.
- 2.2 Pipes, ducts, flues, chutes, conduits, wires and other utility and communications installations and their outlets.
- 2.3 Roofs, foundations, bearing and shear walls, perimeter walls, beams, columns and girders to the interior surfaces thereof.
- 2.4 Stairways, landings, hallways, lobbies, elevators, entrances and exits that are not part of a unit.

## **3. Limited Common Elements (see also Article 6 of the Declarations)**

The following are considered Limited Common Elements:

- 3.1. All patios and decks, each of which shall pertain to the unit that it adjoins as shown on the plat.
- 3.2. Storage areas within the basement designated as limited common elements in the plat.

## **4. Enforcement Procedures (see also Enforcement Procedure Resolution)**

The *Enforcement Procedure* and schedule of fines adopted July 1, 2009 provide for the formal, uniform, and systematic procedure for handling complaints and enforcement of the Declaration, Bylaws, and Rules and Regulations of the Association.

## **5. Conduct Code (see also Article 7, Section 7.5(c) of the Bylaws)**

5.1. All Owners, residents, tenants, their guest, visitors and other invitees are presumed to conduct themselves in a respectful and courteous manner with due consideration for each other as well as Association employees, Management staff, vendors and their respective employees (herein collectively referred to as the "Community Staff").

5.2 The use of obscene gestures, obscenities, verbal or physical threats or attacks directed at any Owner, resident, tenant, guest, visitor, invitee, or to Community Staff will not be tolerated. Action by any person within the Community on any Master Common Area which may be

dangerous or create a health or safety concern, a hostile environment, turmoil, disruption or disturbance among Owners, residents or others is no permitted.

5.3 Community Staff shall not be reprimanded or harassed in any way by an Owner, resident, tenant, guest or invitee. Please report all complaints regarding service rendered by any community Staff member must be made to the Managing Agent's Portfolio Manager for appropriate handling.

## **6. Neighbor Disputes**

Residents who become involved in a dispute with a neighbor, and are unable or uncomfortable resolving the problem directly with the neighbor, please contact the managing agent for assistance in determining the proper course of action.

## **7. Architecture (see also Article 7, Section 7.2 of the Bylaws)**

7.1. No improvements shall be commenced, erected, placed, altered or maintained by an owner, until the design plans and specifications showing the nature, shape, heights, materials, colors, and proposed location of the improvement have been submitted and approved by the board of Directors. The owner shall have the burden of establishing, to the reasonable satisfaction of the Board of Directors, that the proposed improvements or alterations will not impair the structural integrity or mechanical systems of the Condominium.

7.2 Any homeowner wishing to make an addition, alteration, or improvement to the exterior of their dwelling or to Common Elements must follow this procedure:

7.2.1. Complete an Architectural Request Form

7.2.2. Submit form to Board of Directors.

7.2.3. The Board of Directors has 30 days from the date submitted to provide written recommendation to respond to the unit owner.

With the process taking up to 30 days, Homeowners should plan accordingly when submitting their request(s).

## **8. Use of Balconies (see also Article 7, Section 7.5(e & f) of the Bylaws)**

All balconies in Harrison East are defined in the Declaration as "limited common elements". Their use is regulated by the Bylaws and any rules or decisions passed by the Board of Directors of the Homeowners Association.

The following list is meant to clarify what items can and cannot be kept on the balconies. It is not intended to address every possible situation, but rather to provide a set of guidelines for the most common situations. As authorized in the Bylaws, the Board of Directors are always the final arbiters of what items are allowed.

## **8.1. General Principles**

8.1.1. Objects on balconies should never be kept in such a way as to endanger or cause injury to any residents or visitors to the Condominium. All items should be properly secured to prevent them from falling or blowing away.

8.1.2. Balconies should be kept clean and sanitary and are not to be used as storage areas.

8.1.3. No item may project beyond the vertical plane defined by the outside edge of the balcony railing, except the living parts of plants and not to extend more than 18 inches beyond the plane of the railing. Items with moving parts should be installed in such a way as to prevent their moving parts from crossing plane of the railing.

## **8.2. Attached Items**

8.2.1. Nothing may be attached to the balcony railing.

8.2.2. Nothing may be attached to the drain pipes.

8.2.3. Approval must be obtained from the Board before permanently installing any item, including hooks and other fasteners.

## **8.3. Lighting**

8.3.1. Strings of clear/white or colored “holiday lights” are allowed between December 1 and January 10 as long as they are non-blinking, in good condition (e.g. no burned-out bulbs or frayed wires), and the bulbs are smaller than ¼ inch in diameter. During the rest of the year 1.) Only non-blinking, clear/white lights may be used, and 2.) String lighting is prohibited.

8.3.2. Any permanently-attached lighting must be approved by the HOA Board prior to installation. Board approval will require evidence that the proper permits have been issued by the City of Portland.

## **8.4. Furniture**

8.4.1. All furniture should be appropriate for patio/outdoor use.

8.4.2. Furniture should be in good condition and not showing signs of wear or decay.

8.4.3. Patio umbrellas are not allowed.

## **8.5. Cooking Equipment and Other Appliances**

8.5.1. Only gas/propane-fueled cooking appliances are allowed (i.e. no wood or charcoal). They must be kept clean and in proper working order to minimize smoke, odors, and harmful fumes. No smokers of any sort are allowed.

8.5.2. Appliances intended for indoor use should not be used or stored on the balconies.

## **8.6. Plants**

8.6.1. Plants and their containers should be stabilized so as to prevent them from blowing away or falling from balconies.

8.6.2. Only the *living parts of plants* may project beyond the vertical plane defined by the outside edge of the balcony railing and not to extend more than 18 inches beyond the plane of the railing, floor or ceiling of the balcony.

8.6.2. Runoff from plant watering must be contained at all times.

## **8.7 Bicycles**

8.7.1 Bicycles may not be parked or stored on the deck, patio, or balcony.

## **9. Air Conditioning/Fans (see also Article 7, Section 7.5(f) of the Bylaws)**

No window box air conditioners or fans that extend past the window frame may be installed.

## **10. Antennas & Satellite Dishes (see also Article 7, Section 7.5(e) of the Bylaws)**

Exterior antenna or satellite dishes shall not be placed on any common area or element unless approved by the Board of Directors.

## **11. Cable / High Speed Internet (see also Article 7, Section 7.2 of the Bylaws)**

Homeowners wishing to add cable, high speed Internet or relocate a cable jack may do so under the following conditions:

11.1. Installation of cable wire is to be performed by local Cable Company or their authorized sub-contractor. Cable wire is to be pulled from the existing line located in the furnace closet to desired location in the unit. Under no circumstances should the Cable company drill holes through concrete walls to install cable outlets. They are to be surface mounted only.

11.2. The homeowner will be responsible for any cost to repair leaks, damage, or other maintenance needs required, due to the installation of cabling.

## **12. Signage (see also Article 7, Section 7.5(g) of the Bylaws)**

No signs of any kind shall be erected or maintained on any condominium except signs approved as to appearance and location by the Board of Directors.

## **13. Trash / Recycling (see also Article 7, Section 7.5(h) of the Bylaws)**

13.1. Garbage, trash recycling materials or other waste shall not be kept or maintained on any part of the property, except in sanitary containers in the designated areas in the building.

13.2. Trash chutes are located on each floor for tied bagging. Any recycling and boxes must be brought down to the garage area to the designated bins. Please remember to break down boxes before dumping into its appropriate bin.

**14. Parking Spaces/Garage (see also Article 7, Section 7.5 (L) of the Bylaws)**

14.1. Parking spaces are assigned and deeded with each individual unit. Please do not exchange spaces with another owner or tenant. Owners who park vehicles in a space not deeded to their unit run the risk of having their car towed at their expense.

14.2. Parked vehicles must remain within the boundary lines of the assigned space.

14.3. All cars in garage must be operable. No mechanical repairs or car washing may take place in the garage.

14.4. The Home Owners Association and Management are not liable for any damage or loss that occurs in the parking garage.

**15. Noise (see also Article 7, Section 7.5(c) of the Bylaws)**

15.1. Owners or occupants shall exercise extreme care not to make noises, which may disturb other owners, including the use of musical instruments, radios, televisions, and amplifiers.

15.2. Quiet time will be observed between the hours of 10:00 p.m. and 8:00 a.m. Also, during this time, there shall not be gatherings of any number of persons, outdoors or in common areas, that create excess noises from the collective voices.

**16. Smoking (see also Article 7, Section 7.5(c) of the Bylaws and Article 5 & 6 of the Declarations)**

16.1. Smoking of cigars, cigarettes, pipes or similar devices is prohibited in all general common elements and limited common elements of the building including but not limited to the land, pathways, driveways, grounds, laundry room, stairways, landings, hallways, lobbies, elevators, entrances, exits, patios, and decks.

**17. Fire Works (see also Article 7, Section 7.5(c) of the Bylaws)**

No fireworks of any kind are allowed to be used on the premises at any time.

**18. Pets (see also Article 7, Section 7.5(d) of the Bylaws)**

18.1. No animals or fowls shall be raised, kept or permitted within the Condominium or any part thereof, except domestic dogs, cats and other ordinary household pets kept within a unit.

18.2. No such dogs shall be permitted to run at large, nor shall any dogs, cats or pets be kept, bred or raised for commercial purposes or in unreasonable numbers.

18.3. Any inconvenience, damage or unpleasantness caused by such pets shall be the responsibility of the respective owners thereof, and owners shall be responsible for cleanup and removal of waste.

18.4. Rottweilers, Pit Bulls or Canary Island dogs are not permitted within the Condominium.

18.5. All pets shall be kept under reasonable control at all times and shall be carried or kept on a leash while outside of the unit.

**19. Rentals (see also Article 7, Section 7.6 of the Bylaws)**

19.1. Any owner who wishes to lease or rent his or her unit must meet each of the following requirements, and the lease or rental agreement will be subject to these requirements whether or not they are included within the lease or rental agreement.

19.1.1. All leases and rentals must be in writing.

19.1.2. The unit may not be rented for transient or hotel purposes, and all leases and rentals shall be for a term of not less than thirty (30) days.

19.1.3. The lease or rental must be for the entire unit and not merely parts of the unit, unless the owner remains in occupancy.

19.1.4. All such leases and rentals shall be subject in all respects to provisions of the Declaration, Bylaws and all rules and regulations adopted by the Board.

19.1.5. All owners shall provide the Association in writing a copy of the rental or lease agreement as well as names and contact numbers of all tenants occupying the unit.

19.1.6. Any failure of a tenant to comply with the Declarations, Bylaws or rules and regulations, shall be a default under the lease or rental agreement, regardless of whether the lease or rental agreement so provides. In the event of any such default, the owner immediately shall take all actions to cure the default including, if necessary, eviction of the tenant.

**20. Insurance (see also Article 8 of the Bylaws)**

20.1. Property Damage Insurance

The Association shall maintain a policy of insurance covering property damage for Common Areas.

20.2. Liability Insurance

The Association shall maintain comprehensive public liability insurance.

20.3. Fidelity Insurance

The Association shall maintain Fidelity insurance for all officers, directors, trustees and employees of the Association and all other persons handling or responsible for funds of or administered by the Association.

20.4. Workers Compensation Insurance

The Managing Agent shall maintain workers compensation insurance to the extent necessary to comply with any applicable laws.

20.5. Directors' and Officers' Liability Insurance

The Association shall maintain a policy of directors' and officers' liability insurance. For more detailed description of the required insurance of the Association, please refer to Article 8 section 8.1-8.4 of the Bylaws.

20.6. Insurance by Homeowners

Per Article 8 Section 8.1 (F) of the Bylaws, each owner shall be responsible for obtaining at owner's expense, public liability and insurance covering his or her property.