

Lincoln School Condominium Owners Association

Rules and Regulations

The following rules and regulations have been prepared by the elected Board of Directors on behalf of the Lincoln School Condominium association members.

"Lincoln School Association Members" are the individual owners of condominium owners.

The Rules shall apply to all owners, renters, and invitees, referred to in these Rules as "Residents." All rules are enforceable by the Board.

Sections:

- I. Living Together: Common and Limited Common Areas**
- II. Building Safety and Security**
- III. Condominium Sales**
- IV. Units and Building Care and Maintenance**
- V. Grievance Procedures**
- VI. Lincoln School Condominium Fees and Fines**
- VII. Rental Rules**

I. Living Together: Common and Limited Common Areas

Note: Common Elements/Areas are defined in the Declaration of Condominium Ownership for Lincoln School Condominiums (pursuant to the Oregon Condominium Law "Declaration"). Common Elements are those portions of the Condominium building exclusive of the individual unit (as defined in the Declaration).

Common Elements include, without limitation, those matters described in paragraph 5.1 through 5.5 of the Declaration.

Areas included in the Declaration: atrium, entrance lobby, hallways, doors, office space, laundry rooms, stairwells, storage rooms, sidewalks, parking lots, planters, driveways, garbage dumpster area, bicycle storage area, parking spots, and all land included in the property boundaries.

- 1) Outside entrance doors may not be propped open and left unattended. Be sure doors are closed and locked securely after use.
- 2) Unsightly or untidy conditions are not permitted in public view or in the building's Common Areas.
 - a) Furniture, packages, plants, trash receptacles, bicycles and other stationary objects of any kind or other personal items shall not be placed in public view or in the building's Common Areas.
 - b) Any disagreement as to what constitutes an unsightly or untidy condition will be handled pursuant to the grievance procedures, outlined in Section V.

- c) Condominium doors shall not have signs of any kind.
- d) Door mats are permitted in hallway in front of individual condominium door.

3) Smoking

- a) Smoking is not allowed in Common Areas or within 25 feet of any entrance, air intake, or operable window of the building in which the units are located.
- b) Do not dispose of cigarette butts or paraphernalia in any Common Area.

4) Limited Common Elements--Limited Common Areas

- a) Limited Common Elements are defined in paragraph 6 of the By-Laws, and refer only to the Condominium's "decks", the use of which is reserved for the owner of the unit.
- b) These areas are for the use of individual residents, even though their use may impact the environment of residents as a whole. A resident's use of these areas must adhere to all rules and regulations as put forth by Board of Directors.

5) Parking

- a) Each unit owns a parking space/unit, defined in paragraph 4.3.2 of the Declaration. Such units will be referred to in these Rules as "Parking Spaces."
- b) Parking Spaces may only be used for parking operable motor vehicles and motorcycles.
- c) Parking Spaces may not be used for parking commercial or recreations vehicles for periods more than 48 hours.
- d) Automobile repair taking longer than 24 hours is not permitted in parking spaces.
- e) Residents or their guests will park only in their assigned parking space or in the visitor spaces.

6) Quiet Hours

- a) Quiet Hours are between 10 pm and 8 am for the entire condominium building for all days of the week and year.
- b) Use of the washers or dryers in the laundry room is permitted only from 8:00 am and 9:00 pm.
- c) During quiet hours the use of unreasonably loud sound emitting TV, radio, tools, equipment and appliances is not permitted.

- d) Conversation that is unreasonably loud—that is capable of being heard in the hallways or in adjacent units--during quiet hours is not permitted.

7) Reasonable Sound Volume Hours

- a) Reasonable sound volume hours are between 8am and 10pm.
- b) Residents shall preserve all Residents' right to a peaceful environment in which they are able to participate in usual and reasonable activities of daily living.

8) Disturbances

- a) Residents shall exercise reasonable tolerance for activities which do not cause a common disturbance to the majority.
- b) Residents shall communicate in a positive, considerate manner with each other about any disturbance or perceived disturbance.
- c) If Residents cannot agree on how to resolve such a disturbance or perceived disturbance, the issue can be brought to the Board for resolution pursuant to the grievance procedures in Section V.

9) Laundry Room

- a) The laundry room facilities are for the exclusive use of Residents and are not for use by others.
- b) Articles may be hung or spread out in the laundry rooms for time periods up to 24 hours on the condition that such laundry room use does not interfere with other's use of the laundry facilities.
- c) Anyone using the washers or dryers is required to reasonably monitor such use and remove their articles from machines within a reasonable time after cycle completion.
- d) If articles are left in washers or dryers, another Resident is permitted to carefully remove such articles and place them on the counters in order to use that washer or dryer provided no other washer or dryer is available.
- e) Articles are left in the laundry room at the Resident's risk. After 72 hours, such articles may be removed by a Board member.
- f) Please clean out dryer lint traps after each use.
- g) Only the user of a washer or dryer is permitted to turn off the machine during its cycle unless there is a malfunction or danger of fire or flood.

10) Pets

- a) Paragraph 7.14 of the Declaration allows the raising and keeping of domestic dogs, cats or other household pets within a unit. Raising or keeping of other animals or any fowl is prohibited.

- b) All Pets must be covered under owner's insurance policy.
- c) No pets or animals may be kept in storage or parking areas.
- d) No more than three pets may be kept in a unit (other than fish).
- e) Pets are to be kept on a leash or carried while in the common areas.
- f) Use of common areas for exercising animals is not permitted.
- g) Residents may be required to remove a pet after receipt of two notices in writing from the Board of violations of the Declaration, Bylaws, Condominium Act or any Rule, Regulation, or restriction governing pets within the Condominium.
- h) Any disagreement regarding pets will be handled pursuant to the grievance procedures outlined in Section V.

11) Garbage and Recycling

- a) Residents shall place all garbage in bags before depositing in trash bins.
- b) Residents shall separate garbage and refuse into recyclable, glass and non- recyclable refuse and disposed of accordingly.
- c) Break down all boxes and large items before placing in trash bins.
- d) Residents shall not leave trash outside of a unit or outside the trash bins for any period of time.
- e) Residents shall use building garbage dumpsters for all trash except for environmentally hazardous materials.
- f) Hazardous waste includes anything with a caution label that reads **Danger, Warning, Flammable, or Caustic**. Call (541) 682-4120 to make an appointment for proper disposal. Go to <https://www.lanecounty.org/cms/one.aspx?pageld=15739716> for more information.
- g) Residents shall properly dispose of all combustible petroleum products, potentially explosive materials, and other environmentally hazardous materials in compliance with all local, state and federal requirements. (See f above)
- h) Dumping or disposal of waste products or liquids in any floor drain, exterior drainage area or landscaped area is prohibited.

12) Parties and Gatherings in Common Elements

- a) A large party or gathering is defined as 20 or more invited participants.

- b) Large parties or gatherings, to be held in the Atrium, are to be announced at least two weeks in advance.
- c) Large parties or gatherings may continue until 10pm. All large party or gathering- related activity will cease by 10pm. All food, decorations, personal belongings and other items related to the party or gathering will be removed from the atrium and any other Common Areas by 10pm.
- d) The atrium will remain accessible to all residents while any size party or gathering is underway.
- e) No violation of any law, the Declaration, Bylaws, the Act, or rules and regulations, including distributing illegal substances shall occur in the Common Areas.
- f) Noise levels during a party or gathering of any size, whether in a residence or in Common Areas is limited to a reasonable level which is not expected to be unduly disturbing to other Residents. Residents shall be reasonable in their expectations regarding ambient sound levels during the hours allowable for any party or gathering.

II. Building Safety and Security

- 1) People on the Grounds or in the Building
 - a) Residents shall not allow entry of persons unknown to them.
 - b) Residents will question or report to Eugene Police Department non-emergency (541-682-5111) or emergency (911) numbers, suspicious persons or activities in the building or on the property.
- 2) Fire Safety
 - a) Smoke alarms are required in each unit and ought to be in good working condition.
 - b) The building has a central alarm system. The system is tested annually.
 - c) Residents shall not interfere with the proper functioning of smoke detectors.
- 3) Unit Locks and Burglar Alarms
 - a) Residents are required to maintain reliable and functional unit lock hardware. Any expense is the responsibility of the unit owner.
 - b) Residents may change locks. If Owners/Residents change the keys to their units, a copy of the new key is to be delivered to the management company for use in designated building related emergencies only.
 - c) If the doorknob must be replaced, it must be replaced with a unit similar to the other entrance doors.

III. Condominium Sales

1) Sales of Condominium Units

- a) The Board requires cooperation between the Owner and a Licensed Realtor or Agent. The Board does not restrict this access. The seller of the Condominium and realtor shall be jointly responsible for keeping access into the building secure.
- b) No "for sale" or "for rent" signs may be placed in a window that is displayed to public view, nor may any sign be placed on or near an entry door of the Condominium.
- c) If an outside "key lock box" is used, the lock box will be secured in a location and area that will prevent theft of the lock box.

2) Responsibility of the Owner (Seller)

- a) Notify the management company and Board that the unit is for sale and provide the contact information of the listing licensed realtor or agent.
- b) The key (s) will be used and kept under control by the licensed realtor or agent. The seller shall be responsible for any breach of security which occurs as a result of providing a key to a realtor.

3) Responsibility of the Licensed Realtor or Agent

- a) The realtor will accept responsibility for possession of an exterior door key and for building access security. (see the section above entitled "Building Safety and Security—People on the Grounds or in the Building")
- b) The realtor or agent will keep the exterior door key under their control at all times.
- c) The realtor or agent will escort all individuals they bring into the building. The realtor or agent will have access to all Common Areas of the building as well as access to the unit.
- d) If an exterior door key is lost or stolen, the realtor or agent will immediately report the loss to the management company, the Owner and the Board.

4) The seller will provide the realtor or agent with copies of the Condominium's Declaration, Bylaws, and Rules and Regulations, to be given to buyers.

IV. Units and Building Care and Maintenance (unit interior space and surfaces)

- 1) Except as otherwise permitted by Board approval, each unit shall be occupied and used only as a private residence. An Owner may use a unit as a "home office", subject to the restrictions set out in Section 7.2 of the Bylaws.

2) Unit Maintenance, Repair and Modification

- a) Owners shall not make changes in a unit which affect the common areas structural integrity, building systems, or sound transmission characteristics of the building without first obtaining written permission from the Board.
- b) Any changes to the electrical system require written permission from the Board and from the City of Eugene as required by code.
- c) Plans for private contractor work for remodeling or improvement within a condominium unit are to be communicated with the management company, who will communicate them to the Board for approval. Intended sites for contractor vehicle storage, materials storage, as well as proposed hours of work and levels of noise should be included in these plans.
- d) Any proposed remodeling or improvement work which might impact the Condominium's historical property designation must be approved by the Board and may need to be reviewed by such architects and engineers as the Board deems appropriate, at the owner's cost.

3) Building-related Repairs

- a) There are times when Building-related repairs, maintenance or construction is necessary within an Owner's unit. One example of this situation is the need to repair a plumbing mishap which results in leakage or risk of leakage into other units or Common Areas.
- b) Such repairs may be arranged with an appropriate, licensed professional or tradesman by the Owner, with the written consent of the Board for such an arrangement. The Board will not unreasonably deny such an arrangement. The Owner may also allow the Board to make such work arrangement and will approve this arrangement before work is begun.
- c) The Board and its agents or employees may, having provided reasonable advance notice, except in the case of emergency in which event no notice shall be required, enter any unit or Limited Common Areas if necessary to complete building-related maintenance, repairs or construction for which the Association is responsible. Owners shall not withhold appropriate permission for such entry.
- d) Scheduling of entry will be based on convenience of both the Owner and entering party, and on the timeliness which is necessary for the maintenance, repair or construction required.
- e) Any unresolved difficulty obtaining such agreements will be resolved by the Board.
- f) If construction work or malfunction in a unit causes damage to Common Areas, costs of building-related repairs will be the responsibility of the Owner, unless another arrangement is reached between the Board and the Owner.
- g) If construction work or malfunction in one unit causes damage to another unit, costs of repairs to the affected unit will be the responsibility of the Owner of the first unit, unless another arrangement is

reached between the affected Owner(s) and the first unit Owner.

V. Grievance procedures: Violations of Declaration, Bylaws, or Rules and Regulations

- 1) If someone is believed to be in violation of any of the provisions of the Declaration, Bylaws, or Rules and Regulations, a signed, written complaint must be submitted to the Board.
- 2) The Board, upon receipt of complaints, will investigate in a timely manner. If the violator does not cease the action, the board will issue a written notice of violation and levy a fine when dictated by LSCOA Rule (see below)
- 3) If the violation continues after one such notice, the violator will be given a second notice, with an opportunity for a hearing. The violator must submit a written request for a hearing to the Board within 7 days of receipt of the second notice.
- 4) This grievance process, and the fine schedule below, is adopted in addition to all the enforcement means available to the Association through its Declaration
- 5) LSCOA Rules June 2016.docx (Section 25), Bylaws, and Oregon law. The use of this process does not preclude the Association from using any other enforcement means.
- 6) In the event of any violation of the Rules and Regulations, Declaration or Bylaws, the Board reserves the right to pursue any and all legal remedies to compel enforcement.

VI. Lincoln School Condominium Fees and Fines

- 1) Owners Association Dues: the amount varies based on unit square footage
 - a) Late Payment Fee: \$50 after 20 days;
 - b) \$100 each legal delinquency notice
 - c) Returned Check Fee: \$50
- 2) Violation of these Rules and Regulations (first written notice) = NO FEE
- 3) Violation of these Rules and Regulations (second written notice) = \$100
- 4) Ongoing monthly violation of Rules and Regulations (except Rental) = \$200
- 5) Renting while not on the Rental List for the first three months after written notice the fine will be \$225 per month. Ongoing renting while not on the Rental List for months beyond the initial three-month fine period will be \$400 per month.

VII. Rental Rules

1) Rentals of Condominium Units

- a) The leasing or renting of a Unit by an Owner is governed by the provisions of Section 7 of the Bylaws of the Lincoln School Condominiums Owners' Association (the "Bylaws"), which contains a restriction allowing no more than 30% of the Units to be rented or leased at any time. There are 59 Units in Lincoln School. No more than 17 of the Units can be Rental Units at any one time. This limit benefits all Unit Owners by increasing financing options for potential buyers, preserving property values, and lowering maintenance costs.
- b) Because the rental limit provides a shared benefit, all Unit Owners are equally obligated to keep the Association within the 30% constraint.
- c) The ability to rent a Unit is controlled by the Bylaws, Declaration, Disclosure Statement, Oregon law and these Rules and Regulations and no other express or implied understanding. No Unit shall be considered a "Rental Unit" unless its actual use is as a rental and it has been rented pursuant to the Bylaws, Declaration, Disclosure Statement, Oregon law and these Rules and Regulations.
- d) During the period that the Declarant was in control of the Lincoln School Condominium Owners Association, certain confusion arose as to an interpretation of the Bylaws and what Units were "rented" and which were owner occupied and not rented. In order to resolve any disputes, the Board of Directors has determined that it would be best to create a category of occupants of the Lincoln School Condominiums who may be leasing or renting as defined in paragraph 7.1 of the Bylaws, but who did not comply with the Rules. These Units will be referred to as "Grandfather Units."
- e) Pursuant to paragraph 7.1.2 of the Bylaws, all leasing rental or other occupancy agreements must be in writing and subject to the Declaration and Bylaws. In addition, each owner electing to rent or grant occupancy of his or her Unit was to have submitted to the Board in writing the identity of and contact information for the tenant or occupant. These requirements were not satisfied in each case. As a result, the Board of Directors in 2009, surveyed all Units to determine if there are "written leases" (paragraph 7.1.2 of the Bylaws) and who the tenants are as required by the Bylaws section 7.1.4. The Board determined which Units were being rented. The list described in paragraphs 7.1.5 of Units being rented, a list of owners who requested and were denied the ability to rent and a list of Grandfather Units were created. The owners who requested and were denied ability to rent were placed on a wait list in a first come, first serve basis. The Grandfather Units are not considered rental Units for purposes of these Rules and the lists described in the Bylaws. A Bylaws change in 2013 which added a provision for family member unit occupancy negated the need for the Grandfathered Units list.

2) Rental Definitions:

- a) "Renting" is defined in paragraph 7.1 which states: ""Leasing or Renting" a Unit means the granting of a right to use or occupy a Unit, for a specified term or indefinite term (with rent reserved on a periodic basis), whether in exchange for the payment of rent (that is, money, property or other goods or services of value) or not; but shall not mean and include joint ownership of a Unit by means of joint tenancy, tenancy-in-common or other forms of co-ownership."

- b) "Attempt to rent" or "attempting to rent" is defined as advertising or taking any action to notify the public that a Unit is available for rent.
- c) "Owner" is defined as the Owner or Owners of a Unit.
- d) "Board" is defined as the Lincoln School Home Owner's Association elected Board of Directors or an authority (person or committee) appointed by and reporting to the Board of Directors.
- e) "Rental Unit" is defined as a Unit which is actually being used as a rental facility pursuant to the Bylaws, Declaration, Disclosure Statement, Oregon law and these Rules and Regulations. This does not include grandfather Units described above.
- f) "Rules" are defined as the Disclosure Statement, Declaration, Bylaws, and these Rules and Regulations.
- g) "30% Limitation" is defined as the limit as described in the Bylaws and means that no more than 17 Units can be rented.

3) Rental List:

- a) The Board shall establish and maintain a Rental List which identifies the Units being rented and the identity and contact information for the tenant or occupant at any given time and shall be available in the condominium office or the office of the manager of the condominium.
- b) Each rental Owner shall inform the Board in writing of the identity of any renters, contact information and of the date and duration of the written lease which requires the tenant or occupant to be subject to the Rules.
- c) When a Unit is no longer being used as a Rental Unit, its Owner shall notify the Board in writing, and the Board will remove the Unit from the Rental List.
- d) Violation of these rules is subject to LSCOA Fees and Fines as defined in the LSCOA Rules.

4) Rental Waiting List:

- a) The Board shall establish and maintain a Rental Waiting List (the "Waiting List") which identifies each Owner who wishes to rent but is prevented from renting by the 30% limitation.
- b) An Owner who wishes to rent shall provide 30 days' written notice to the Board of the Owner's intention to rent.
- c) If the 30% Limitation is exceeded, the Board shall provide written notice to the Owner that the 30% Limitation has been exceeded.

- d) If the Owner cannot rent the Unit because of the 30% Limitation, the Owner will be placed on the Waiting List; position on the Waiting List is set in the order written notice is received by the Board.
- e) At any time there are less than 17 Units being rented, the Board will provide written notice to the Owner who has first priority on the Waiting List when there are Units available to rent as the 30% Limitation has not been exceeded.

An Owner on the Waiting List who receives rental permission from the Board must declare the Owner's intention to rent or not to rent within 7 days of the written notice; after an offer of rental permission is not taken, the Owner's priority position on the Waiting List will be lost and the Owner will be removed from the Waiting List.

- f) The Owner can continue to use the Unit as a Rental Unit so long as it does not become Owner occupied or is otherwise terminated as provided in paragraph 5. Prospective Owners (purchasers) will be provided a copy of these Rules and any purchase will be subject to the Rules. A prospective purchaser who wishes to rent a Unit will be advised if the 30% Limitation has not been exceeded. If the 30% Limitation has been exceeded, the prospective purchaser will be placed on the Waiting List after closing.

5) Removal from the Rental List: Unit shall be removed from the Rental List and the Owner's right to rent shall be terminated if:

- a) The Owner ceases to rent or attempts to rent;
- b) A Unit is not rented for 6 months or more;
- c) The Owner occupies the Unit for longer than 45 days;
- d) The Owner who has been renting the Unit, sells the Unit and any rental agreement has been terminated. Otherwise, the sale will be subject to the rental agreement and the Unit will be removed from the rental list at the expiration of the lease term.

6) Rental Rules:

- a) A rental agreement or lease is required and must be written. The terms of the rental agreement are subject to the Rules and a copy of the Rules shall be attached to all leases and rental agreements
- b) The rental agreement and renter contact information shall be furnished to the Board prior to move-in. The Board, on behalf of the Association Members, retains the right to refuse rental based on any breach, non-compliance, or violation of the Rules.
- c) The written agreements must include the Tenant's agreement to comply with the Rules.
- d) The Owners and renters will be jointly and severally liable for any damage to common or limited common areas and any breach, noncompliance, or violation of the Rules. Renting a Unit does not constitute a waiver or relinquishment of the Owner's responsibilities as specified in the Rules.

- e) Owners wishing to rent a Unit must comply with all current Rules, including, without limitation, Section 7, and 6.6 of the Current Bylaws.
- f) On any rental moving day, special attention to Building Security is necessary. All exterior doors must be attended during moving.
- g) The Owner is responsible for all exterior door keys used by his renters. Failure to maintain control over these keys may result in the Owner's liability for replacement of all the exterior door locks and keys. Lost or missing keys must be immediately reported to the Board.
- h) An owner is not permitted to lease a unit for hotel or transient purposes as declared in part 7.1 of the bylaws. Internet facilitated rental activities, such as Airbnb, are not allowed.

About This Document

These Rules and Regulations are subject to the Disclosure Statement, Bylaws of the Lincoln School Condominiums Owners' Association, the Declaration of Condominium Ownership for Lincoln School Condominiums, and the Oregon Condominium Act. The terms shall be as defined in the Declaration and Bylaws. If there is any inconsistency between these Rules and Regulations, the Bylaws, the Disclosure Statement, the Declaration, or Oregon law; the Declaration, Bylaws, Disclosure Statement, or Oregon law control.

Rental Rules change history:

(The August 18, 2014 revision adds section 3, part d according to a board motion and updates section 1, part e and section 4, part f for language edits and actual board practice)

(The November 23, 2015 revision adds part H, item 6)

Rules and Regulations change history:

(The August 18, 2014 revision adds Rental violation fines; plus corrects spacing and spelling edits)

(The June 16, 2016 revision changes late payment fee: was \$10 after 30 days, is \$25 after 20 days)

(The August 2018 revision improved grammar, spelling, clarified some issues, updated fine amounts and added the section on Rental Rules).

(The March 2024 revision reworks the listing and numbering format for consistency through the document and updates the hazardous waste information. The existing Rental Rules document content is moved into this Rules and Regulations document as Section VII.)