

## The Landing at Newport Condominiums

### **HOUSE RULES & REGULATIONS**

#### DULY ADOPTED BY THE BOARD OF DIRECTORS

The following Rules and Regulations are established for the benefit of The Landing at Newport Condominiums Unit Owners Association and for the protection of the Owners' property and property values.

These Rules and Regulations governing the use of the Common Elements and the personal conduct of the Unit Owners, tenants, and guests, including penalties for violation of rules, are established by the Board of Directors ("Board") as provided for in Article IV, Section 4.3(j) of the Amended and Restated Bylaws of The Landing at Newport Condominiums Unit Owners Association ("Bylaws") and the Amended and Restated Declaration of Condominium Ownership for "The Landing at Newport" Condominiums ("Declaration").

In the event of any conflict between any House Rules and Regulations of The Landing at Newport Condominiums Unit Owners Association ("Association") or any provision of the Bylaws or the Declaration, the conflicting provisions of the Association's rules and regulations shall be superseded by the Declaration and the Bylaws.

It is the responsibility of the Condominiums Unit Owners Association to enforce community architectural guidelines, standards, and rules, as outlined in the governing documents for the benefit of The Landing at Newport Condominiums.

Unit Owners, including absentee Owners, are responsible for compliance with the rules and regulations, including compliance by the Unit Owner, tenants, and guests. Residents are encouraged to assist in the protection of the property and property values by becoming familiar with the Association's Rules and Regulations and by encouraging compliance by all residents and guests. Violations of the Association's Rules and Regulations may be subject to fines and other legal action.

Suggestions that will improve these rules and regulations should be brought to the attention of the Board for considerations.

#### **Article 1 - DEFINITIONS**

- 1.1. **Owner.** As used in these rules, "Owner" or "Unit Owners" means any person or entity or combination thereof at any time owning a Unit, or any interest therein. Owners extends to Owners on title, family members, tenants, other occupants of the lot, and any guests, visitors, or invitees of the occupants.
- 1.2. **Common Elements.** Consist of all portions of the Condominium that are not part of a Unit including but not limited to all elements of any building necessary or convenient to its existence, maintenance, and safety or normally in common use.
- 1.3. **Storage.** The action or method of storing belongings and other items within the Association for future use by Unit Owners.

- 1.4. **Unit.** A Unit means the space which is owned in fee simple by each Unit Owner as described in Article 3, Section 3.2 and 3.3 of the Declaration.
- 1.5. All terms defined in the Declaration and Bylaws shall have the same meaning in these rules.

## **Article 2 - OCCUPANCY**

The following rules are adopted in accordance with Article VII of the Declaration.

- 2.1 **Conditional Use Permit.** All Units within the Association are subject to a conditional use permit identified as 10-CUP-98, City of Newport, County of Lincoln, State of Oregon, Conditional Use Permit ("10-CUP-98"). No Unit Owner shall use or allow a Unit to be used in violation of 10-CUP98.
- 2.2 **Period of Occupancy.** Pursuant to 10-CUP-98, Restricted Residential Units may not be occupied by the same person or persons for more than twenty-nine (29) consecutive days.

## **Article 3 - STORAGE**

- 3.1 **Balconies.** One Storage box measuring twelve cubic feet (2'x 2' x 3') may be used for item Storage on balconies. Said storage box may not be made out of wood or metal. Patio furniture and gas/electric barbeques which have received Board approval are also permitted. Storage of all other items is prohibited, including but not limited to the following: wood or charcoal barbeques, bikes, freezers, antennas, clothes lines, surfboards, storage boxes, fishing poles, items attached to the building.
- 3.2 **Potted Plants.** No more than three (3) plants, potted with a water catch system, may be kept on balconies. No cannabis or hemp plants are allowed.
- 3.3 **Storage.** No Unit Owner or guest may leave belongings unattended in walkways, stairwells, or underground parking areas.

## **Article 4 – SMOKING**

- 4.1 **Prohibited Areas.** In accordance with the Oregon Indoor Clean Air Act, O.R.S. §433.835-433.875, no smoking or vaping is permitted in the Units, general Common Elements or on balconies. Smoking is further prohibited within 10 feet from any entrance, window, elevator, balcony, patio, walkway, and vent (including the stairwells).
- 4.2 **Prohibited Substances.** As used in this section, smoking and vaping apply to nicotine, eliquid, THC, CBD and all other tobacco or cannabis related substances.
- 4.3 **Disposal.** Cigarettes, cigars, or other smoking materials shall be disposed of in garbage receptacles after being extinguished in an ashtray. Cigarettes, cigars, and other smoking materials and/or packaging shall not be extinguished or thrown in parking areas, walkways, sidewalks, grounds, or Common Elements.

## Article 5 – NOISE

- 5.1 **General.** No noise or disturbance which would unreasonably annoy other Unit Owners or occupants is allowed at any time. Unit Owners and guests should keep stereos, televisions, musical instruments, voices, etc., at a low enough level so that others around you will not be disturbed.
- 5.2 **Quiet Hours.** Quiet hours are from 10:00 p.m. to 7:00 a.m. seven days a week. Extra care is required to keep the noise level down during this period in order to respect Unit Owners and guests.
- 5.3 **Nuisance.** In accordance with Article VII, Section 7.6 of the Bylaws, no noxious or offensive activity shall be carried on in any Unit or Common Elements, nor shall anything be done therein which may be or become an annoyance or nuisance to other Unit Owners, or which would be in violation of any laws.

## Article 6 – PETS

The following rules are adopted in accordance with the Landing at Newport Owner Pet Policy, adopted January 25, 2008, and Article VII, Section 7.4 of the Bylaws.

- 6.1 **Pet Registration.** Any pet kept within a Unit must be registered with management. A registration form will be available at the front desk requesting information to include the pet's name, description, and vaccination records. Unit Owners shall register the pet with management prior to bringing the animal into a Unit. Rental Pool guests will be required to register their pets upon check-in.
- 6.2 **Pet Restrictions.** Unit Owners and renters may have no more than two domestic animals (dogs, cats) per Unit. No exotic pets, birds or rodents will be allowed. No animals shall be bred, raised, trained, or sold for business purposes on premises. No animals considered as livestock shall be allowed.
- 6.3 **Leashes.** Dogs must be leashed at all times and under the control of the Unit Owner or guest when in the Common Elements.
- 6.4 **Decorum in Elevators and Common Elements.** When transporting pets in the elevator, pet owners shall be sensitive to the possibility that other residents are allergic to or not comfortable around animals. When entering an elevator with pets when others are already in the elevator, pet owners should ask for consent to enter the elevator with their pets. Pet owners should avoid entering the lobby and other Common Elements with pets when others may be uneasy by their presence. Pets are not allowed in Storage areas at any time.
- 6.5 **Disruptive Pets.** No pet shall be disruptive to neighboring guests or Unit Owners.
- 6.6 **Unattended Pets.** Pets shall not be left unattended in any of the Common Elements, including being tied to railings or any permanent structures, for any period of time. Pets shall not be left unattended in Units for extended periods of time. The Board, in its sole discretion, may determine what period of time is sufficient to satisfy this provision.

- 6.7 **Pet Hygiene.** Pet owners shall be responsible for the pickup and proper disposal of any pet waste. Feces is not allowed to be thrown anywhere other than the garbage and must be cleaned up immediately.
- 6.8 **Complaint Procedure.** Complaints may be received for any of the above pet behaviors. Complaint forms will be available at the front desk for guests and owners to fill out to report violations of pet policy and nuisances. As a result of a complaint, the pet's owner may be asked to remove the pet from The Landing's property.
- 6.9 **Damage.** Pet owners are fully responsible for personal injuries and/or property damage caused by their pet, including any damage or destruction to any Common Elements.

### **Article 7 – PARKING**

The following rules are adopted in accordance with Article VII, Section 7.9 of the Bylaws.

- 7.1 **Underground Parking.** Each Unit Owner is allowed one (1) underground parking space.
- 7.2 **Stored Vehicles.** Any vehicle parked continuously for two-weeks without interruption will be considered a Stored Vehicle until moved. For the consideration of Unit Owners, Stored Vehicles shall be parked on either the far west side or far east side of the Association. Owner's vehicles must have current registration and be in operating condition.
- 7.3 **Violations.** Vehicles parked in violation of these Rules and Regulations may be impounded or towed without further notice at the vehicle owner's sole expense.

### **Article 8 – IMPROVEMENTS**

The following rules are adopted in accordance with Article VII, Sections 7.2 and 7.5, and Article VIII, Section 8.4 of the Bylaws.

- 8.1 **Board Approval.** Any addition, Improvement or alteration which will either
- (1) impair the structural integrity of the condominium,
  - (2) impair the mechanical systems of the condominium,
  - (3) lessen the support of any portion of the condominium,
  - (4) jeopardize the soundness or safety of the property,
  - (5) reduce the value of the property,
  - (6) impair an easement,
  - (7) increase the common expenses of the Association,
  - (8) alter the Unit's structure,

- (9) alter the Unit's exterior appearance, or
  - (10) effect a Common Element requires approval of the Board of Directors. Prior to altering, improving, or adding to a Unit as listed above, whether by a Unit Owner or hired help such as a contractor, the Unit Owner must submit in writing a request for approval to the Board. The request should include the scope of the proposed work, the estimated time until it will be completed and any other pertinent information.
- 8.2 **Value of Improvements.** Each Unit Owner must inform the front desk of any improvements made to their Unit.
- 8.3 **Licensed Contractors.** If a contractor is hired to do work within a Unit, the contractor must be insured, licensed, and bonded.
- 8.4 **Flooring.** If flooring is changed or altered in Units located on the 2<sup>nd</sup> or 3<sup>rd</sup> floor, the highest quality of sound dampening underlayment available must be installed.
- 8.5 **Legal Compliance.** All alterations, additions, and improvements done within a Unit must be in compliance with all applicable laws, ordinances, and regulations, including but not limited to permit requirements.

#### **Article 9 – GENERAL**

- 9.1 **Cooking.** No Unit may be used to cook fresh caught crab.
- 9.2 **Enforcement of Rules.** Management as agent of The Landing at Newport Condominium Unit Owners Association may enforce these Rules and Regulations.
- 9.3 **Violations.** Violation of any of these rules and regulations may subject the Unit Owner to fine(s) pursuant to the Association's Enforcement Resolution.
- 9.4 **Amendment.** The Board shall have the authority to adopt, amend and/or repeal such Rules and Regulations or part thereof.

## THE LANDING AT NEWPORT ENFORCEMENT RESOLUTION

- 1.0 **First Violation.** If the Board of Directors finds there is a violation for any rule contained in these House Rules & Regulations, the Board or its designee shall send a courtesy notice to the alleged violating owner detailing the violation and specifying a reasonable amount of time in which the violation must be abated ("Courtesy Notice").
- 1.2 **Second Violation.** If the Board of Directors finds there is a second violation, or the alleged violating owner has failed to abate the violation in the time designated by the Courtesy Notice, the Board shall cause a second notice to be sent to the owner ("Second Notice"). The Second Notice must (1) detail the violation, (2) provide an opportunity to request a hearing and state the manner by which a hearing may be requested and (3) state that a fine will be assessed if the violation is not abated or a hearing is not requested in the provided timeframe.

The fine schedule addresses the seriousness of the violations and is established by the Board of Directors as follows:

Article 2 - Occupancy \$50.00

Article 3 - Storage \$50.00

Article 4 - Smoking \$100

Article 5 - Noise \$50.00

Article 6 - Pets \$75.00

Article 8 - Improvements \$100

Article 9 - General \$50.00

- 1.3 **Third Violation.** If the Board of Directors finds there is a third violation, a third notice shall be sent to the alleged violating owner stating a fine that is double the initial amount as set forth above. ("Third Notice").
- 1.4 **Fourth Violation.** If the Board of Directors finds there is a fourth violation, and for any subsequent violations, a fourth notice shall be sent to the alleged violating owner stating a fine that is triple the initial amount as set forth above ("Fourth Notice").

The Landing at Newport, Board of Directors Enforcement Resolution adopted March 2, 2020.