

**American Plaza Towers Condominium Association  
General Rules**

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# **RULES OF AMERICAN PLAZA TOWERS CONDOMINIUM ASSOCIATION**

- 1 Definitions:** The terms used herein have the meanings set forth in the Association Declaration and Bylaws.
- 2 Resident information and reporting:**
  - 2.1 Each owner shall keep a current Unit Occupancy Information Form on file with the Association management.
  - 2.2 Hazardous conditions: A Unit owner or resident shall report to the Association management any adverse condition within a Unit that could spread to other Units. These conditions include, but are not limited to, water intrusion, pests, and mold.
- 3 Leasing Units and Garage Units:** Each Lease agreement for a Unit or Garage Unit shall require that the owner provide to the tenant and that the tenant read and comply with these rules and the Declaration and the Bylaws of the Condominium.
  - 3.1 If a Unit is found to have been rented for a period of less than 30 days, the owner shall be subject to the initial fine of \$1,000 plus \$500 for each day the Unit is known to have been rented.
  - 3.2 If a Garage Unit is found to have been rented for a period of less than 30 days, the owner shall be subject to the standard initial fine, as detailed in the Schedule of Charges, Fees, and Fines, plus the standard daily fine for each day the Garage Unit is known to have been rented.
  - 3.3 If a Unit or Garage Unit is found to have been advertised as available for a rental period of less than 30 days in any community marketplace website (such as airbnb.com) or other publication, whether or not the Unit has actually been rented, the owner shall be subject to fine.
  - 3.4 If a [Family] Unit is found to have been rented, but not disclosed to the Association, the owner shall be subject to the initial fine of \$200 plus \$20 for each day after the initial fine until the necessary information has been received by the Association.
  - 3.5 If a Garage Unit is found to have been rented, but not disclosed to the Association, the owner shall be subject to the standard initial fine, as detailed in the Schedule of Charges, Fees, and Fines, plus the standard daily fine for each day after the initial fine until the necessary information has been received by the Association.
- 4 Common elements:**
  - 4.1 **General provisions:**
    - 4.1.1 Common elements are unsupervised; use them at your own risk.

- 4.1.2 Smoking is prohibited in enclosed common elements, breezeways, the garage, and within 25 feet of any entrance or window to the buildings.
- 4.1.3 Children younger than 11 must be actively supervised by an adult. Parents/guardians are responsible for the behavior and safety of their children. The Association takes no responsibility for supervision of children.
- 4.1.4 Skateboarding, skating, scooter riding and similar activities are prohibited in the common elements.
- 4.1.5 No person shall set off a fire alarm except in the event of a fire or similar emergency.
- 4.1.6 Feeding of birds and wildlife is prohibited in the common elements.

4.2 **Common-elements keys and garage door openers:**

- 4.2.1 The Association management shall provide owners of each Unit with two common elements keys and shall make available to owners additional keys, as well as garage door openers, at fees set by the Board. Owners who rent their Units and/or Garage Units shall provide their tenants with common elements keys and/or garage door openers and are responsible for the security and return of the common elements keys and garage door openers to the Unit owners.
- 4.2.2 Upon the sale of a Unit and/or Garage Unit, the seller shall deliver all common elements keys and/or garage door openers to the purchaser.
- 4.2.3 If a common-elements key or a garage door opener is lost or stolen, the owner shall promptly report the loss to the Association management.

4.3 **Pools:**

4.3.1 **General rules:**

- 4.3.1.1 Users of the pools shall comply with the rules and hours posted at the pools.
- 4.3.1.2 Pool classes authorized by the Board shall be open only to residents.
- 4.3.1.3 Residents shall limit their guests from using the pool if it is too crowded to allow space for other residents.

4.3.2 **Pool parties:**

- 4.3.2.1 Pool parties are not allowed, except as authorized under this rule.
- 4.3.2.2 The Lincoln pool may not be reserved for exclusive, private use.
- 4.3.2.3 Sivers pool may be rented for exclusive, private use for parties for a maximum of two

hours between 9 a.m. and 6 p.m.

- 4.3.2.4 The party host must be a resident.
- 4.3.2.5 All residents and guests must follow all posted pool rules.
- 4.3.2.6 The Association will not provide a lifeguard. The resident host or parent/guardian is responsible to ensure guests are competent swimmers or adequate supervision is provided for non-swimmers.
- 4.3.2.7 All facilities are to be left clean, orderly, and free of garbage.
- 4.3.2.8 A maximum of one party per calendar year may be reserved for each resident.
- 4.3.2.9 A fee shall be charged for each Sivers pool party in accordance with the Association Fee Schedule.
- 4.3.2.10 The pool may not be reserved for exclusive private use on Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas, New Year's Eve, or when the pool is reserved for regularly scheduled water exercise classes.

#### 4.4 **Trash and Recycling:**

##### 4.4.1 **Trash Chutes:**

- 4.4.1.1 The trash chutes shall be used only during the hours posted on the chutes. (See Section 7.5 "Noise")
- 4.4.1.2 Trash dropped into chutes shall be in secured plastic garbage bags.
- 4.4.1.3 No hazardous materials, cardboard boxes, coat hangers, oversized trash, or newspapers shall be placed in the trash chutes.

##### 4.4.2 **Recycling and Refuse Rooms:**

- 4.4.2.1 Residents shall sort their refuse and recyclables and place them in the proper containers. Cardboard boxes must be broken down.
- 4.4.2.2 No motor vehicle tires, furniture, paint, major appliances, other large items or items specifically prohibited by signs in the Recycling and Refuse Rooms shall be left in the recycling/refuse rooms.
- 4.4.3 No hazardous materials shall be left in the Recycling and Refuse Rooms, except items for which there are special containers.

- 4.5 **Bulletin Boards:** Residents may post permitted notices on the designated portion of bulletin boards in the Information Centers. Permitted notices are limited to Condominium, community and charitable

events; advertisement of goods and services for sale by an owner or resident; and advertisement for sale or lease of a Unit or Garage Unit. Postings shall state the date of posting and shall be limited to 30 days. The Communications Committee shall be responsible for maintaining the bulletin boards and related materials in the Information Centers and may delegate responsibilities to the Association management.

#### **4.6 Owners must follow redecorating and remodeling guidelines**

#### **4.7 Plaza Level Parking:**

- 4.7.1 Guest parking on the Plaza Level is restricted to parking spaces not designated for residents.
- 4.7.2 Parking by residents on the Plaza Level is limited to 30 minutes. Residents temporarily displaced from their Garage Units by association activity may park on the Plaza Level in spaces assigned for them.
- 4.7.3 **Day Parking Passes** – All visitors who wish to park on the American Plaza surface parking areas are required to obtain and display a Day Parking Pass. Day Parking Passes are issued at the concierge desk in the management office in Lincoln Tower or by calling the 24-hour concierge phone number. There is no limit on the number of Day passes that may be obtained. A new “Day” pass must be issued for each visit of up to 8 hours.
- 4.7.4 **Long Term Passes** -- All visitors who wish to park at American Plaza surface parking areas longer than 8 hours are required to obtain and display a Long Term Parking Pass. Parking passes are issued at the concierge desk in the management office in Lincoln Tower or by calling the 24-hour concierge phone number. Each resident household will be allowed up to 14 Long Term Passes each calendar month. One separate Long Term pass is required for each vehicle for each visit longer than 8 hours and up to 24 hours. Long Term visitors who stay multiple days may be issued one pass for the duration of their stay, but each day counts toward the 14 passes allowed per month.
- 4.7.5 Passes must be displayed on the dashboard of a visitor’s vehicle in plain view. Passes will note an expiration time and date for tracking and enforcing the parking limits. Management will obtain contact information from the visitors and record the total long term passes issued to each resident household.
- 4.7.6 The policy for violations of Plaza Level parking rules is as follows:
  - 4.7.6.1 First Violation: Warning ticket informing the vehicle will be towed the next time.
  - 4.7.6.2 Second Violation within ninety days of the first violation: Vehicle towed at owner's

expense.

4.7.7 In addition to any other penalty provided in these rules, a vehicle parked outside of designated parking spaces may be towed without prior notice at the expense of the vehicle owner.

## **5 Resident activities affecting the common elements:**

### **5.1 Moves and Major Deliveries:**

- 5.1.1 Moves must be scheduled with the Association management at least two business days in advance of the move. Major deliveries of furniture, fixtures and appliances must be scheduled with the Association management at least one business day in advance of the delivery. Reservations are on a first-come, first-served basis.
- 5.1.2 Moves and major deliveries are limited to Monday through Saturday (except major holidays as specified in the Redecorating and Remodeling Requirements), from 8:00 am to 5:00 pm.
- 5.1.3 Vehicles in the visitor parking area cannot exceed 10 tons.
- 5.1.4 Moves and major deliveries must be made through a Tradesmen's entrance or garage as directed by the Association management. Moves and deliveries at Lincoln Tower require the resident to notify the Association management of the length of the truck to be used, including any ramp.
- 5.1.5 The Association shall provide a security guard as appropriate to monitor the move or major delivery. The resident shall be responsible for all expenses related to the move or delivery.
- 5.1.6 Fees: A move-in fee must be paid to the Association at the time of reserving a move-in. A fee for security will be charged for any major delivery exceeding 30 minutes.

### **5.2 Units open to the public.** Whenever a Unit is held open to the public, whether for a realtor open house, an estate sale, or any other activity, the owner shall comply with the following rules:

- 5.2.1 Unit owners who intend to open a Unit to the public must notify the Association management, providing the name, address and phone number of the person in charge of the activity.
- 5.2.2 Such activities may be held between the hours of 10 a.m. and 5 p.m.
- 5.2.3 No signs are permitted on the Condominium property other than during the hours when the activity is open to the public. Signs are permitted as follows: one sign is permitted at the base of the driveway entrance, one at the top of the driveway, and one at the front of the tower in which the activity is held.
- 5.2.4 Visitors of the event must be escorted from the building entry to the Unit and back by a representative of the Unit owners. No visitor to the event shall be allowed access via the

remote entry system.

5.2.5 The person responsible for escorting visitors to the Unit may place a small informative note at the front door, such as "back soon" or "wait for next escort."

5.3 **Pets:** Residents are responsible for the actions of their pets and the pets of their guests.

5.3.1 Pets that are regularly taken through or walked in common areas shall be registered with the Association management by filling out the pet registration section of the Unit Occupancy Information Form.

5.3.2 Pets in a common element area, whether indoors or outdoors, shall be kept under the physical control of a person responsible for the pet. "Physical control" means the pet is carried, in a cage or other container, or on a leash or harness, which is held by the responsible person.

5.3.3 No pets shall be allowed in the Tower Lobbies, in social or recreation areas of the Condominium property, or on planted areas of the Condominium property other than lawn areas.

5.3.4 The person responsible for a pet shall prevent the pet from depositing pet waste on any interior surface or solid exterior surface of the Condominium property. The person responsible for a pet at the time shall remove and dispose of any solid waste deposited by the pet on the Condominium property. If a pet deposits solid or liquid waste in any building on the Condominium property, the responsible person shall immediately remove the waste and contact the Association management so that the area may be disinfected.

5.3.5 The Board of Directors may determine that a pet is a nuisance and require that the pet be immediately and permanently removed from the Condominium property for any of the following reasons:

5.3.5.1 The pet demonstrates menacing behavior other than self-defense towards persons or other pets. A single event of menacing towards a person is sufficient to require removal of a pet.

5.3.5.2 The pet or person responsible for the Pet repeatedly violates the terms of this section.

5.3.5.3 The pet creates a nuisance by repeated barking or making other noise audible beyond the Unit in which the pet lives.

5.3.5.4 The Pet owner fails to maintain sanitary conditions in the Unit in which the Pet lives to the extent that Pet odors reach beyond the Unit in which the Pet lives.

5.3.5.5 The pet engages in any other behavior the board determines to be a nuisance.

**5.4 Electricity usage in common elements:**

5.4.1 Electrical outlets may be used by residents for occasional short-term use, such as to vacuum a car or breezeway, to buff a car, or to recharge a battery (excluding electric vehicles).

5.4.2 Long term use of common element electric service (including electric vehicles) requires Board approval.

**6 Personal property stored in common elements:**

**6.1 Bicycles:**

6.1.1 Bicycles owned by residents and stored in common elements shall be registered with the Association management and display an identifying sticker issued by the Association management. Bicycles in the common elements may only be stored in designated bicycle storage racks, except a bicycle stored substantially within a Garage Unit may be locked to an adjacent common element rail.

6.1.2 Designated common element bicycle storage rack spaces shall be assigned to residents on a first-come, first-served basis. If there is a waiting list for bicycle storage rack spaces, each resident may be assigned no more than one bicycle rack space.

6.1.3 Bicycles stored in common elements shall be maintained in operable condition. If a bicycle is not in operable condition, the Association management shall notify the registered owner, who shall have three months to correct the problem; otherwise, the bicycle shall be removed.

6.1.4 Keys to the bike room shall be issued to residents to whom bicycle storage rack spaces in the bike room are assigned at a non-refundable fee as set by the Board. Such keys shall remain the property of the Association. Upon termination of assignment of all of a resident's spaces in the bike room the resident shall return all of the resident's bike room keys to the Association management.

6.1.5 Bicycles cannot be taken through the building lobbies.

**6.2 Watercraft Storage:**

6.2.1 The Association may designate common-element wall space for storage of kayaks, canoes, and similar narrow beam watercraft owned and used by residents. Watercraft stored in common elements shall be no more than 18 feet in length, three feet in width and 75 pounds in weight.

6.2.2 Residents wishing to store their watercraft in the common elements will provide their own

racks and pay the cost of installation of the racks by the Association management, unless a previously installed rack is available.

6.2.3 Once installed, racks become the property of the Association. Rack space will be assigned to residents on a first-come, first-served basis. No person may use a rack space not assigned to that person. Once a rack space has been assigned to a resident, the resident shall have exclusive use of the rack space as long as he or she continues to store a watercraft on the rack space.

6.2.4 Residents who store watercraft in common elements must provide the Association management identifying information for the watercraft.

### 6.3 **Wine Room Storage:**

6.3.1 Lockers in the wine room are assigned to residents by the Association management on a first-come, first-served basis. Once a locker has been assigned to a resident, the resident shall have exclusive use of that locker.

6.3.2 If there are no lockers remaining when a request is received, residents with the largest number of lockers in excess of one, must surrender one or more excess lockers as necessary to meet the demand of other residents.

6.4 **Grocery Cart Storage:** As long as they do not interfere with the ordinary use of the common elements or other Garage Units, residents may store personal grocery carts in their Garage Units or in common elements in the immediate vicinity of their Garage Units.

6.5 **Realtor lock boxes:** Realtor lock boxes are permitted on Unit doors. Lock boxes approved by the Board may also be hung on rods by the Association at each tower.

## 7 **Residential Units:**

7.1 **Unit Remodeling and Maintenance (refer to Redecorating and Remodeling Requirements)**

7.2 **Water Heaters** (also in remodeling requirements)

7.2.1 Each owner shall replace any water heater in the owner's Unit that is beyond the life of the water heater as specified by the manufacturer. Upon installation of a new water heater, the owner shall permanently mark on the water heater the date on which its life expectancy ends.

7.2.2 Each owner shall add an automatic leak detection and shut-off valve to any water heater in the owner's Unit.

7.2.3 The penalty for failure to comply with this rule is that the non-complying owner shall be

responsible for the cost of all damages caused by a leak from that owner's water heater.

**7.3 Pressurized toilets:** Installation of pressurized toilets is prohibited from the effective date of this rule.

**7.4 Hot tubs:** Hot tubs are prohibited in all Units, including the terraces.

**7.5 Noise: Residents shall exercise extreme care about creating disturbances, making noises or using musical instruments, radios, televisions and amplifiers that may disturb other residents.**

**7.6 Terraces:**

7.6.1 Except as reasonably necessary to facilitate remodeling or other work in a Unit, nothing shall be kept on a terrace other than furnishings designed for outdoor use, electric barbecues, decorations, plant containers, plants, air conditioners, and heat pumps.

7.6.2 Remodeling on terraces must comply with redecorating and remodeling guidelines.

7.6.3 Nothing should be thrown or allowed to fall from terraces.

7.6.4 Nothing shall be attached to or left sitting on the top or exterior sides of the terrace concrete railings, except:

7.6.4.1 Plant containers, decorations and security features on the top of perimeter walls of the garden Unit terraces.

7.6.4.2 Items permanently attached to the tops of the railings before the effective date of this rule.

7.6.5 Nothing shall be attached to the terrace metal railings, except:

7.6.5.1 Owners of garden Units may attach unobtrusive privacy screens to the inside surfaces of the railings.

7.6.5.2 Owners may attach decorations to the inside surface of terrace railings.

7.6.5.3 Owners may attach to the inside surface of terrace railings black or dark brown mesh screens that allow wind to pass through the screen and are attached to the railings by cable ties. Clear tempered glass screens that require drilling, welding or other modifications to the railing for attachment may also be installed, but only after the owner provides the Association management a copy of a building permit for the installation.

7.6.5.4 Holiday decorations attached to the inner surfaces of the railings for not more than sixty days during the calendar year.

7.6.5.5 Owners shall remove and re-install anything attached to the railings around the owner's terrace as necessary for painting or other maintenance of the railings.

7.6.6 Residents and owners are responsible for keeping their terrace drains clear of anything that obstructs the flow of water, including making arrangements to have the drains regularly

inspected during periods of extended absence. Residents and owners are responsible for any damage to other Units or common elements resulting from flooding of their terraces caused by obstructed drains, including drains clogged by leaves that have blown onto the terraces.

- 7.6.7 Open flame devices, smokers and deep fat fryers are prohibited on the terraces.
- 7.6.8 Feeding of birds on or from the terraces (other than hummingbirds) is prohibited.
- 7.6.9 Untended pets shall not be left on a Unit terrace.
- 7.6.10 The flag of the United States of America may be displayed on your terrace, subject to the following conditions:
  - The flagpole shall be entirely within the boundaries of the terrace portion of the unit, although the flag may fly in the wind beyond those boundaries;
  - The flagpole shall be securely attached to the inner surface of a railing (by u-bolts or anchor bolts) or to a stand on the terrace. The pole and support mechanism shall be sufficiently sturdy so that they can withstand the highest winds normally associated with the unit;
  - The flag and pole shall be removed and re-installed as necessary for painting or other maintenance of the railing;
  - Flags shall not be flown between 10:00 PM and 7:00 AM in strong winds when they produce sounds loud enough to be noticeable in the bedrooms of nearby units;
  - The flag shall be of a suitable size so that it does not touch anything beneath it, including the top of the railing; and
  - The flag shall be kept in good condition.

## **8.0 Garage Units:**

- 8.1 Resident parking permits and I.D. numbers are assigned to each vehicle registered to use a Garage Unit. Parking permits must be placed on the vehicle to be easily seen from the driveway.
- 8.2 Garage Unit owners permitting a guest to temporarily use the owner's Garage Unit shall provide the Association management with the license plate number and the make, model and color of the vehicle using the owner's space.
- 8.3 In addition to any other penalty provided in these rules, a vehicle parked in a Garage Unit without the consent of the owner of the Garage Unit or parked in a common element of the garage building outside of the designated parking spaces may be towed without prior notice at the expense of the vehicle owner.

#### 8.4 Storage in Garage Units:

8.4.1 A bicycle rack within a garage unit may be attached to a common element wall contiguous to the Garage Unit, provided that bicycles stored on the rack shall be substantially within the Garage Unit.

8.4.2 A bicycle stored substantially within a Garage Unit may be locked to an adjacent common element rail.

8.5 If the owner of a Garage Unit does not also own a [Family] Unit, that owner will be allowed 90 days from the date of sale or transfer of the [Family] Unit, in which to:

- (1) effect the transfer of the Garage Unit to another party who does own a [Family] Unit, or
- (2) once again become the owner of a [Family] Unit.

If the owner fails to do so, that owner will be subject to a fine of \$1,000. If the owner continues to be in violation after 100 days of the sale or transfer of the [Family] Unit, an additional fine of \$10 per day may be imposed until the violation is resolved.

On the date this Rule goes into effect, if there exists an owner of a Garage Unit who does not also own a [Family] Unit, that owner will be notified of the adoption of this Rule, the date of notification will be used in lieu of the date of sale or transfer of the [Family] Unit, and the owner will be allowed an additional 30 days over the time periods specified above, before the fines may be imposed.

**9 Fees:** Residents shall comply with the Fee Schedule adopted by the Board of Directors.

**10 Late charges:** Owners shall comply with assessment due dates and late charges as stated in the Association's Declaration and Bylaws.

#### **11 Fines:**

11.1 A fine may be levied by the Board of Directors against a Unit owner for violation of any provision of the Declaration, Bylaws, or these Rules (herein called a Rule). Owners shall be subject to fines hereunder for Rule violations by the owner, a tenant of the owner, or a guest of the owner or tenant.

11.2 Fine amounts are specified in the Schedule of Charges, Fees, and Fines.

11.2.1 According to APCTA Declarations (4.2), the owner is also responsible for any damage to Association property caused by the owner, their tenants, guests or servants.

#### **12 Procedures for imposing fines:**

12.1 A written statement of an alleged Rule violation may be made by an owner, a resident, or the Association management staff and delivered to the Association management. The statement

shall include the date, approximate time and nature of the violation and any identifying information for the person committing the violation. The statement shall be signed by the person making it.

- 12.2 The statement shall be reviewed by the Property Manager or a person designated by the Property Manager for an initial determination of whether further action is required. Unless it appears from the written statement that there has been no violation of a Rule, the initial review shall include reasonable efforts to contact the owner alleged to be responsible for an alleged Rule violation for an explanation of the conduct that allegedly is in violation of a Rule.
- 12.3 If it appears from the written statement and initial review that there has been a Rule violation, and if no warning of violation of the same Rule has been issued to the same owner during the last two years, the Property Manager or designee shall mail a written notice to the owner at the address shown on the most recent unit occupancy form filed by the owner with the Association management. The notice shall:
  - 12.3.1 Identify the specific Rule apparently violated and the date or dates and approximate time of the violation;
  - 12.3.2 State that the purpose of the notice is to warn that a fine will be imposed for any future violation of the same Rule. However, no warning notice shall be required under this paragraph if the Rule violation is obvious and apparently intentional or if it is obvious and significantly jeopardizes the health or safety of residents or guests at the Condominium.
- 12.4 If it is verified from the written statement and initial review that there has been a Rule violation, and if a notice of violation of the same Rule has been issued to the same owner within the last two years, or if no warning notice is required, a fine should be levied. In determining whether a fine shall be levied for a Rule violation and the amount of the fine, the Property Manager or designee shall make such investigation of the facts as is appropriate and shall consider the following factors:
  - 12.4.1 Whether a Rule violation in fact occurred and whether the owner is responsible for the violation.
  - 12.4.2 Whether the person had reasonable notice that the activity was a violation of a Rule. If the activity is clearly a violation of an expressly-stated Rule, any owner, resident or guest is deemed to have notice of the Rule. If the activity is arguable, but not clearly, within the scope of a Rule, consideration shall be given to whether notice was provided to the person that the activity was in violation of a Rule.

- 12.4.3 Whether the violation was intentional or accidental. The amount of the fine may be reduced if the violation was not intentional.
- 12.4.4 Application of the Rule by the Appeals Committee or the Board to past similar activities, if the activity is not clearly within the scope of a Rule.
- A fine shall be levied if the owner is in fact responsible for a Rule violation and had reasonable notice that the activity was a violation of a Rule.
- 12.5 If the Board of Directors or designee determines that a fine should be levied, written notice of intent to levy the fine shall be mailed to the owner by first class mail at the address shown on the most recent unit occupancy form filed by the owner with the Association management. The notice shall describe the violation, including the date or dates and approximate time. The notice shall also state the amount of the proposed fine and include a description of the hearing process.
- 12.6 If the owner does not request a hearing within thirty days of the date of mailing of the notice of a proposed fine, the fine shall be levied and payable at that time.
- 12.7 An owner to whom a written notice of intent to levy a fine has been mailed may, within thirty days of the date of mailing, request a hearing by written notice delivered to the Association management.
- 12.7.1 The hearing shall be before the Board, unless the chairperson assigns the hearing to the Appeals Committee. At any meeting of the Board before the Appeals Committee hearing, the Board may overrule the chairperson and direct that the appeal be before the Board.
- 12.7.2 The Property Manager or designee shall represent the Association at the hearing.
- 12.7.3 Only the factors required to be considered in initial assessment of whether to levy a fine shall be considered on the appeal.
- 12.7.4 The Board or Appeals Committee shall hold such hearings and make such investigations of the matter as it determines appropriate and make a decision at a meeting.
- 12.7.5 The Association management shall promptly mail notice of the decision to the owner by first class mail at the address shown on the most recent unit occupancy form filed by the owner with Association management.
- 12.8 Fines determined by the Board or Appeals Committee shall be levied at the time of the decision and payable within thirty days of mailing of notice to the owner.
- 12.9 Fines levied hereunder may be enforced as liens as provided by Oregon law for the collection

of assessments.

12.10 The fines process shall not affect the authority of the Association management staff to take any other available action to correct an ongoing violation of a Rule.

**13 Exclusion from common elements:** Owners, residents, pets or guests may be excluded from a portion of the common elements for repeated and/or willful violation of a Rule related to that portion of the common elements.

13.1 The procedure for imposing exclusions shall be the same as the procedure for imposing a fine. A separate proceeding is not required, and exclusions may be imposed concurrently with or in lieu of any imposition of a fine.

13.2 Owners may be excluded from attending meetings of the Association for disruption of those meetings. Exclusions from such a meeting may be made by the chairperson of the meeting, subject to being overruled by a majority of the members of the Association, board or committee in attendance.

13.3 The durations of the exclusion orders shall be determined by the Board. Subsequent exclusion orders for violation of the same Rule or a prior exclusion order, shall be determined by the Board of Directors.