

AMBASSADOR BY THE SEA
RULES & REGULATIONS
April 2016



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ABTS Rules & Regulations

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RULES and REGULATIONS
AMBASSADOR BY THE SEA CONDOMINIUM ASSOCIATION

Updated April 20, 2016

1) Under the authority granted to the Board of Directors of the Ambassador by the Sea Condominium Association (Bylaws, page 5, item L), and in seeking mutual protection and compatible living conditions for all owners of the Ambassador by the Sea Condominium Association, the following Rules and Regulations are hereby revised, updated and adopted.

2) It shall be the responsibility of each and every unit owner to understand, comply with, and not violate the following Rules and Regulations to insure the harmonious use of the premises.

3) It shall be the responsibility of the Board of Directors or other designee by the Board to enforce all Rules and Regulations contained herein without further direction and/or authorization from the Board of Directors.

4) In addition, all owners shall be familiar with the Bylaws of the Ambassador by the Sea and shall comply with all items set forth herein. Any failure to comply with these Rules and Regulations by any unit owner or any guest of the owner may result in a maximum fine of \$250 and/or additional assessment for any damages caused by violation of these Rules and Regulations. Any fines or assessments for damages shall be fairly and consistently levied against the owner at the discretion of the Board of Directors. A unit owner may have an opportunity to be heard pursuant to ORS 100.405, and a hearing date for the unit owner in question shall be stated on the violation. The decision of the Board after the owner hearing shall be final. "Guest" is hereinafter defined as any guest of the owner, which shall include all paying renters contracting directly with the owner, or through the owner's agent, and all non-paying guests of the owner.

A. RULES OF CONDUCT

Each owner and/or guest shall obey all rules of conduct as prescribed in the By Laws and as noted herein.

1. Each owner and/or guest shall report to the Board of Directors and/or Emergency Contact Number any instance of concern regarding unusual events or conditions with priority on safety hazards and/or other dangerous or harmful conditions. If Health, Fire and Police emergency, call 911.

2. Each owner and/or guest shall exercise extreme care as so not to disturb other residents and/or guests with excessive noise.

a. Noise restrictions are in effect after 10 p.m. each evening and prior to 8 a.m. each morning.

3. Each owner and/or guest shall not hang items of any type (towels, clothing, etc.) in windows, from railings nor from any other facade of the Ambassador, and neither shall they store any type of items in unlimited common areas.

4. Each owner and/or guest shall comply with rules as adopted to enforce safety and noise restrictions on the deck areas in the courtyard and the area surrounding the pool. Such restrictions include:

a. No toys, skates, skateboards, bikes, trikes, or other noise producing items are allowed on the deck area, nor shall such items be stored on or around the deck area or the pool area.

b. No throwing of items of any type shall be allowed on either the deck area, or from/on any upstairs walkways.

c. Bikes shall only be stored in designated bike spaces.

d. The deck area shall not be used as a play area for unsupervised children.

e. Deck use by unauthorized persons is prohibited.

5. Each owner and/or guest shall comply with rules as adopted to enforce safety issues in the swimming pool area, and shall monitor all activities on a continual basis to insure compliance. Such restrictions include, but are not limited to the following:

a. All children under the age of 14 must be continually supervised by a responsible adult that is INSIDE the enclosed pool area.

b. The pool shall be used only by owners and/or guests.

1- All unauthorized users will be immediately evicted from the pool area.

2- Refusal of unauthorized persons to leave the pool area shall result in the proper authorities being contacted to enforce trespass laws.

c. No personal items, such as towels, garments, reading materials, radios, etc. shall be left unattended by owners and/or their guests in the pool area.

d. Floating devices (rafts, air mattresses, large toys) are banned from the pool area.

e. The Ambassador shall not be responsible for items lost and/or stolen from the pool area.

f. No food, drinks, including bottles of water, or glass containers of any type whatsoever are allowed in the pool area for safety reasons.

g. No tobacco products including vaping and or smoking, or intoxicants allowed in pool area.

h. All owners and/or guests shall comply with any and all conditions of pool use as designated by pool signs.

B. PARKING

Off-street parking for owners and/or guests is provided at several locations on the premises. All parking is subject to the following provisions:

1. Parking shall be provided for owners and/or their guests only.
2. Visitors and/or others not an owner or guest are prohibited from using the parking areas at the Ambassador.
3. RVs, campers and other large vehicles are prohibited from using the parking areas at the Ambassador.
4. There are no assigned parking spaces at the ABTS. Parking shall be limited to one (1) parking space per unit.
5. Handicapped parking spaces are designated and shall only be occupied by vehicles as authorized by local and/or state authorities to occupy such space.
6. Parking in designated "no parking" areas is prohibited.
7. The Board and will notify the proper authorities of suspected abandoned and/or suspicious vehicles and encourage removal of same. Removals will be done at owner's expense.
8. Owners are encouraged to report all parking violations to the Board.
9. Parking areas are not to be used for auto washing, and/or vehicle repair or storage.

C. LAUNDRY FACILITIES

The laundry area is available for use by owners and/or guests during hours as posted on the laundry room door. Coin operated washers and dryers are available.

1. All owners and/or guests shall recognize and abide by all posted signs in the laundry area.
2. The laundry area shall be closed at the posted time. Please remove your items prior to closing.
3. Please report any water leaks or equipment malfunctions to the Board of Directors immediately.
4. The Ambassador shall not be liable for any items lost and/or damaged or stolen from the laundry area, nor for any machine-related damage to any item.

D. RULES AND REGULATIONS FOR PETS

The Declaration of Unit Ownership, Bylaws Declaration, section 11.b on page 5 states: "No animals, livestock, or poultry of any kind shall be raised, bred or kept in any Unit or in the common elements, except that dogs or other household pets may be kept in Units, subject to rules and regulations adopted by the Board of Directors." The Board of Directors has adopted the following rules and regulations governing pets under authorization as stated above:

1. "Household pets" are hereby defined as a dog or cat. No exotic pets of any type whatsoever shall be allowed. The Board shall have final determination on any further definition of the term "Household pets" as applied to the Ambassador by the Sea.
2. A pet is not allowed in the office, the laundry, or the swimming pool area of the complex.
3. A pet is not allowed in any common area of the complex, attended or unattended, except in the immediate transit of such pet onto or off of association grounds. In transporting such pet, the most direct route to vehicle or exits must be taken.
4. A pet must be on a leash during all times when not inside the unit and while in transit on association grounds.
5. Any noise whatsoever attributed to a pet which can be heard outside of the unit from common areas or from other units is strictly prohibited. Such noise may interfere with the enjoyment of the complex by other owners, guests and renters and is therefore considered unacceptable.

6. Pet defecation and/or urination on association property will not be tolerated and is strictly prohibited. Such acts by pets will cause damage to association grounds, grass, plantings, etc. and/or other common element areas, is a danger to health and is not acceptable. Pet accidental defecation shall be placed in plastic bags and properly disposed of by the pet owner in the garbage dumpsters.

7. A pet shall not be left unattended in any vehicle parked on association property.

8. Unit owners are the only persons allowed to have pets on ABTS property.

9. A pet must comply with all state/local licensing laws. It is the responsibility of the pet owner to determine if local licensing is required in addition to licensing at their primary residence.

10. Private guest(s) of unit owners may not have pets. Private guest hereby defined as any unit occupant other than the actual owner of the unit. Private guests will include other family members, friends, relatives or any other person or persons who are not the legal and registered owner of the property.

11. Violations of these rules and regulations may be subject to a fine of \$250 to the unit owner.

12. The board encourages all owners and directs all employees, to report violations of these pet rules to the Board of Directors via the ABTS email (boardabts@gmail.com).

13. A unit owner may have an opportunity to be heard pursuant to ORS 100.405, a hearing date for the unit owner in question shall be stated on the violation. The decision of the Board after the owner hearing shall be final.

E. REPAIRS / REMODELING - INTERIOR

The unit owner may make such modifications to the interior of their units as so desired, provided:

1. Such repairs / remodeling shall mean any significant change in their unit and must comply with all provisions as stated in the Bylaws and with local building codes.
2. All interior repairs / remodeling shall be at the sole financial expense of the unit owner.
3. Such repairs / remodeling cannot in any way that alters or changes the exterior appearance of the Ambassador, nor cause any structural or other damage to the Ambassador.
4. Such repairs / remodeling do not infringe on the common elements of the Ambassador in any way at any time.
5. Such repairs / remodeling do not cause undue noise and or discomfort to other owners and/or their guests. Work hours are Monday-Friday 8am to 6pm; Saturday-Sunday 10am to 6pm.
6. That all voluntary remodeling will be done during off season, October 1-May 1 of any year.

F. REPAIRS / REMODELING - EXTERIOR

Any and all modifications to any exterior part of the buildings at the Ambassador By the Sea by any unit owner is prohibited.

1. The unit owner may submit to the Board plans and drawings for proposed changes and/or modifications, together with their written request for the change. The Board shall consider such requests. No action may be undertaken without the prior written approval of the Board.
2. Exterior doors and windows shall remain of such a color as determined by the Board.
3. Exterior doors and windows may not be altered in any way without the prior approval in writing of the Board.
4. All window coverings exposed to streets, courtyards, parking areas, and the swimming pool area shall be white to provide uniformity.
5. All approved changes must comply with local building codes.
6. All changes must comply with the By Laws and Rules and Regulation.

G. REPAIRS – Board of Directors

The Board of Directors shall be authorized to perform, or contract to have performed, any such services and/or materials as required maintaining and or protecting the owners' unit in any and all emergency situations.

1. Emergency situation shall be defined as any health, safety, or repair condition which, in the opinion of the Board, represents potential liability to the Association and/or is causing damage to another unit or units.
2. The Association shall bill the owner for all costs of such materials and/or services without the prior approval of the unit owner.
3. Communication with the owner shall be attempted when possible prior to such materials and/or services being implemented.

H. INSURANCE

The Association provides insurance in accordance with the Bylaws for the buildings and common elements only. All interior insurance for each individual unit must be provided by the unit owner and in such amount as the owner deems necessary.

1. The unit owner is responsible as outlined in the By Laws section 7.4 for their own insurance.

2. Units used for month to month rental or units under contract with a property management company for rental, must provide proof of general liability insurance of not less than amount of \$500,000 with ABTS named as "additional named insured".

I. APPLIANCES and FLOOR COVERINGS

The cost of installing and maintaining all furniture, furnishings, appliances, and all other interior items within all units shall be paid for by the owner.

J. MONTHLY ASSESSMENTS

Monthly assessments for each unit are determined by the Board of Directors according to provisions as set forth in the Bylaws and may change each year. All monthly assessments are due by the 15th of each month, for the month in question, and including the period of the first to the end of the month, with all checks being made payable to the Ambassador by the Sea.

1. All monthly assessment checks are to be mailed to the address designated by the Board.
2. Late charges will apply to all monthly assessment checks not received or postmarked by the 15th of each month.
 - a. The late charge is \$25 plus a one percent (1%) of amount due.
 - b. The late charge will be reassessed each month the assessment is not paid.
 - c. Failure to pay assessments and/or late charges will result in Board action against the owner involved at the owners cost.
 - d. In the event of NSF, closed account, or otherwise uncollectible owner checks, the owner will be assessed an additional fee of \$ 50.00 per occurrence.

K.OWNER MEETINGS

It is important that all unit owners attend the meetings. If you are unable to attend, please complete the proxy part of the letter of notification you are sent and return it to another owner or Board member of your choice. Your proxy must state the name and unit number of the owner that will be attending the meeting and voting for your unit. The starting time and location of each meeting will be announced in accordance with the Bylaws. Semi-annual owner meetings will be held on the following basis:

- a. FALL MEETINGS: to be held on the 3rd Saturday of October.
- b. SPRING MEETINGS: to be held on the 3rd Saturday of May.

1. All complaints and requests for action by owners in regards to personnel shall be made in writing and submitted to the Board of Directors. The Board of Directors shall promptly investigate all owner complaints and take such action with respect to the complaint as may be required.

2. Owners are not authorized to in any way disrupt, hinder, or otherwise interfere with the normal daily operations of the Ambassador, personnel, or vendors.

3. Owners shall not occupy office areas to either observe procedures, gather information, nor in any way disturb or disrupt the normal daily operations of the Ambassador Board or other personnel, nor voice an opinion to personnel on the operation of such, but shall instead direct any and all questions and/or concerns on such matters to the Board.

L. SALE OF UNIT

All units which have been listed for sale by the owner or the owner's agent must notify the ABTS Board of Directors at the time of the listing.

1. No signs may be posted in windows or on the premises. See Bylaws (item 14, section (a), "No resident of the project shall post any advertisements, or posters of any kind in or on the project except as authorized by the Association.)."

2. It is the responsibility of the owner to notify the Board of any change in ownership, effective dates, new owner information, etc. within 10 days of sale closing.

M. OFFICE OF THE BOARD OF DIRECTORS

The Ambassador office shall be operated at the pleasure of the Board. Office operating hours shall take into account the needs and requirements of the association, and any other factors the Board deem appropriate. The office is to be used by the BOD only.

N. COMMUNITY ROOM

Located next to the Board Office is available to owners for limited use. Contact the BOD for additional information and use.

O. LANDSCAPING

All basic exterior landscaping is provided by the Association or as otherwise determined by the Board.

1. Any and all special planting will be welcomed with prior approval of the Board.
2. Existing plants, trees, shrubs, etc. may not be removed or replaced without prior permission of the Board.

P. SWIMMING POOL

The pool shall be open, heated, and available for use the third weekend in May up to and including the third weekend in October each year, unless otherwise determined by the Board. The Board may adjust the yearly pool opening and/or closing date and overall pool availability from time to time based on weather, occupancy, and other areas of Board concern, including, but not limited to repair and operational expenses involved.

Q. BIKE RACKS

All bicycles shall be parked and properly secured in the bike racks provided by the Ambassador.

1. The Ambassador shall assume no liability whatsoever for bikes damaged and/or stolen from the premises.
2. It is the responsibility of the owner and/or guest to ensure all bikes are properly locked, chained, or otherwise secured in the bike racks. All bikes in storage racks will be identified with the owner's name and unit number. Storage of bikes in common element areas other than the bike racks is not permitted.

R. RENTAL OF UNITS

Owners who elect to rent their units on a monthly or term basis, either independently or through a property management agent, must comply with the following, including the Bylaws and the Rules and Regulations stated herein:

1. Rental agreements must abide by all applicable laws.
2. No Unit Owner may lease or rent less than his or her entire unit.
3. No Unit Owner may rent such Owner's Unit for transient or hotel purposes, which includes short-term vacation rentals.
4. For purposes of this section, a renter is a person other than the Unit Owner who, subject to written or verbal rental agreement or lease, compensates the Unit Owner in exchange for the exclusive use of the Unit, as a domicile, for any length of time.
5. "Renter or Renters" includes relatives other than immediate family members as defined as owners' parents, children of owners, owners siblings.
6. Unit Owners must notify the Board of Directors, by completing the Intent to Rent form and submitting it no less than 30 days before commencing to rent Owner's unit.
7. The Board of Directors may, at its discretion, set a monthly fee that all Unit Owners must pay if they lease or rent their Units. The board may adjust the monthly assessment fee from time to time.

8. The monthly fee is subject to the same collection procedures as detailed in paragraph 5.6.

9. The Board of Directors may, at its discretion, limit and set the number of Owner Units to be used for rentals at one time.

10. It is the responsibility of the owners who rent their units on a monthly or term basis to keep their tenants informed of the requirements of the By Laws, and Rules and Regulations for the Ambassador by the Sea.

11. The unit owner shall bear all responsibility, fines and assessment for damage associated with the failure of renters to comply with all Rules & Regulations and the ABTS Bylaws.

12. No Owner or renter shall use more than one off street parking space per unit, at any time.

13. Owners that choose to rent their units must provide proof of general liability insurance in the amount of not less than \$500,000, with ABTS named "as additional named insured" must be provided in writing prior to any renter occupancy.

14. The Board shall retain the authority to evict any and all guests found to be in violation of these Rules and/or the Bylaws of the Ambassador.

15. The ABTS Board is only responsible to the ABTS owner and not the renter or management company employed by the owner. The Board of Directors will not participate in a tri-party leasing arrangements.

16. ABTS Board will report any concerns/incidents regarding the renter to the owner and it is the owner's responsibility to address it with their renter/management company.

17. The ABTS Board will take immediate action in the event of an emergency situation that requires emergency services, not limited to police, fire, medical, social services, towing and tradespeople for the safety of all people and the ABTS property. ABTS Board of Directors will notify the unit owner of all actions taken. The owner is responsible for all expenses related to emergencies.

18. Renters are not allowed to have pets, except for trained certified service animals.

19. Renters will not smoke in any area except the designated smoking area.

20. Owners will provide ABTS Board of Directors with a copy of the signed lease for each renter within 10 days of signing.

21. Owners must keep all assessments current in order to continue to rent their units to be eligible to rent.

22. ABTS Board of Directors limits the number of units allowed to rented to 10 at any given time. See #9

23. All ABTS owners who rent their units must provide and keep their contact information current with the Board of Directors: owners address, telephone number, email address.

24. Unit Owners are required to provide the Board of Directors with a completed copy of the rental lease and or rental agreement within 10 days of renting. Failure to comply will result in double rental assessment per each month until the required information is received in the ABTS office.

25. Owners are not allowed to rent space in the bike shed or laundry storage units for their renters use.

S. Bike Shed & Laundry Storage Cube Usage

1. The Board will assess an additional assessment related to bike storage space that is being used by owner. The board may adjust the yearly assessment fee from time to time.

2. The yearly assessment will be paid in January of each year. There are no refunds given during the calendar year. The yearly assessment is not prorated during the calendar year.

3. Only ABTS owners have the right to use their assigned space.

4. Each bike user must label their bike with their name and unit number. Laundry room storage cube users must label their space with their name and unit number.

5. Each bike user may store one additional labeled item in their space under their bike, such as golf clubs, box or tubs. Bike and Laundry storage users may not store any flammable items; such as gasoline, fireworks, toxic substances, chemicals and perishables in their space.

6. The key issued at the time of rental is to be returned to ABTS board when no longer using a space. The owner is responsible at all times for the key and not to share with non owners or renters. Lose of the key will result in owner paying for rekeying the bike shed.

7. Bike and Laundry storage users are responsible for turning off lights and for securing the entrance door so that is locked when leaving the building.

8. Laundry Storage Cube users will provide their own padlock.

9. ABTS Board of Directors reserves the right to remove padlocks when the user agreement is no longer enforce or under emergency situations.

T. KEYS

Each unit owner shall deposit a key with the Board to their unit to facilitate entry in case of emergency (see By Laws, item 7.4.d, Right of Entry).

Owners not in compliance with this Rule will be assessed all charges associated with locksmith-required services to gain unit entry in case of such emergency and shall bear any and all responsibility for other related damages caused therein. Board members will NOT provide access to the keys that are maintained by the board to unit owners, their guest, or their tenants. The owners must arrange for a locksmith to provide access and new keys.

U. UNIT OWNER INFORMATION

All unit owners shall maintain with the office and on continual basis current and reliable information on their legal mailing address, current email address, telephone number(s), and correct name(s) of the legal unit owner(s) of record. In addition, owners renting or allowing extended use of their units shall provide telephone numbers and correct name(s) of tenants to the Board.

These Rules and Regulations are hereby adopted and enacted by vote of the Board of Directors of the Ambassador by the Sea Condominium Association, replacing any and all previous Rules and Regulations are effective this day of April 21, 2016.

Chairperson Shirl Arnold Secretary

Secretary Judith Champion

Treasurer Matthew Wood

Member at Large Gerry Knudsen

Member at Large Greg Clodfelter

Member at Large Mark Rees

