

## **House Agreement**

### **People, Rights & Responsibilities**

#### **Who Lives and Visits at PDX Commons? What Rights & Responsibilities Do Each of Us Have?**

**Responsible Committee: Community Process Committee**

*Adopted: 04/25/2021*

**GOALS: (1) DEFINE WHO HAS WHAT RIGHTS AND WHAT RESPONSIBILITIES when visiting or living at PDX Commons. (2) USE COMMONLY DEFINED TERMS in House Agreements and House Procedures.** House Agreement and House Procedures provide more clarity and guidance with common usage of agreed-upon terms. This House Agreement provides definition to all of us who live or only visit inside the walls of 4262 SE Belmont, and the rights and responsibilities attendant with our “status” within this framework. The goal is to have as few terms needed to appropriately, clearly, and fairly define all of us within these walls.

**INTRODUCING GENERAL TERMS: PDX Commons Condominium Owners' Association is commonly referred to as the “HOA” or as “the Association”.** Either is acceptable, though providing the definition at the start of a document provides clarity, i.e. “The PDX Condominium Owners' Association (“HOA”) is ..... “ or “The PDX Condominium Owners' Association (the “Association” or the “HOA”), is .....”

**PDX Commons, PDXC, PDXC Community and similar terms** are non-specific terms referencing 4262 SE Belmont building, people who live or associate with the building and with each other in many different ways. There are no conferred rights to these terms, nor are there specific responsibilities. *Anyone* inside 4262 SE Belmont has a responsibility to abide by the Bylaws, Declaration, and House Agreements, whether they know them or not.

**Defining/identifying “domicile”.** Merriam Webster dictionary “legal” definition is “a person's fixed, permanent, and principal home for legal purposes.” NOLO Press says, in essence, “your domicile is your home—the home you consider your permanent place of residence; it’s the place to which you intend to return and make your home indefinitely. You can have more than one residence, but only one domicile.”

**INTRODUCING DEFINED TERMS:** The attached chart entitled “People Who Visit or Live at PDX Commons: Who Are We? With What Rights and Responsibilities?” is part of this House Agreement and can be amended. Importantly, this document defines:

- **Committee of the Whole members** are private unit owners and anyone else who has completed *the Pathway to CoW* process, as defined in this House Agreement and associated House Procedure(s).
- **PDX Commons Condominium Owners' Association members** are unit owners, whether private units or the commercial unit, as defined in the Bylaws and unchanged by this House Agreement.

*PDX Commons Condominium Owners' Association*

**People Who Visit or Live at PDX Commons: Who Are We? With What Rights and Responsibilities?**

Recommended Term(s)	Rights	Responsibilities
<p align="center"><b>Owner</b></p> <p align="center">Holds title to unit at PDX Commons</p> <p align="center"><i>Declaration 1.1.16</i></p>	<p>Begins with title purchase, ends with sale of title. Mandatory member of the Owners' Association.</p> <p>-----</p> <ul style="list-style-type: none"> <li>✓ Vote</li> <li>✓ Eligible to hold HOA office</li> <li>✓ CoW voice &amp; "thumb"</li> <li>✓ Fall-Back Voting</li> <li>✓ Full Door Access</li> <li>✓ Email access (Internal and Extended)</li> <li>✓ Full Portal access</li> <li>✓ Full Common space access with ability to make reservations</li> <li>✓ Participate in community activities</li> </ul>	<p>Begins with title purchase, ends with sale. Mandatory member of the Owners' Association.</p> <p>-----</p> <ul style="list-style-type: none"> <li>✓ Share common expenses (including assessments)</li> <li>✓ Abide by provisions of Declaration, Bylaws, House Agreements/Procedures, particularly               <ul style="list-style-type: none"> <li>○ governing</li> <li>○ participating in the management and maintenance of the Association and common areas of the building (when physically capable);</li> <li>○ maintaining social fabric of community (see footnote for explanation)</li> <li>○ assuring compliance by all unit occupants</li> </ul> </li> </ul>
<p align="center"><b>Guest</b></p> <p><u>Host Owner may or may not be present.</u></p> <p>Guest with temporary stay of <b>less than 30 days</b>, with or without owner present. May stay in Guest Room or private unit. Includes family members, out of town friends, pet sitters, caregivers, boyfriends, girlfriends, etc.</p> <ul style="list-style-type: none"> <li>• <i>Owner notifies community</i> via White Board and/or email re: presence of guest in the building.</li> <li>• <i>For private unit overnight guests: Owner signs out guest fob/entrance code from Office Manager; Guest Room guests use fob in Guest Room closet (host responsible)</i></li> </ul>	<ul style="list-style-type: none"> <li>✓ Limited Door Access (see #1 below)</li> <li>✓ Limited use of common space (no reservations permitted), with Owner responsible for informing, compliance and damages.</li> <li>✓ Participate in community activities, including observing any governance discussions in committees, work groups, or the Committee of the Whole.</li> </ul>	<ul style="list-style-type: none"> <li>✓ Abide by provisions of Declaration, Bylaws, House Agreements/Procedures.</li> </ul> <p align="center"><i>Ultimate accountability always rests with Owner.</i></p>

**PDX Commons Condominium Owners' Association**

<p align="center"><b>Occupant</b> <u>Host Owner present.</u></p> <p>Guest with residential stay <b>extending more than 30 days</b>, with owner present (Modified from Bylaws 8.1.2.b)</p> <ul style="list-style-type: none"> <li>• <i>Owner submits Change of Occupancy form to HOA Office (Bylaws 8.1.3-4) at both start and end of stay.</i></li> <li>• <i>Owner signs out fob/entrance code on behalf of hosted Occupant from Office Manager.</i></li> </ul>	<ul style="list-style-type: none"> <li>✓ CoW attendance/voice</li> <li>✓ Limited use of common space (no reservations permitted), with Owner responsible for informing, compliance and damages.</li> <li>✓ Limited door access (see #1 below).</li> <li>✓ Participate in community activities , including observing any governance discussions in committees and work groups.</li> <li>✓ Email Access (Internal and Extended)</li> </ul>	<ul style="list-style-type: none"> <li>✓ Abide by provisions of Declaration, Bylaws, House Agreements/Procedures.</li> <li>✓ Participate in maintenance of common areas (when physically capable) and the preparation and clean-up of common meals.</li> <li>✓ Maintain social fabric of community (see footnote for explanation).</li> </ul> <p><i>Ultimate accountability always rests with Owner.</i></p>
<p align="center"><b>Non-Owner Resident.</b> <u>Host Owner present.</u></p> <p>Any individual (any age) who lives with the Owner in a unit for at least 3 consecutive months and defines the unit as his or her domicile (home). See “domicile” defined on p1 of this House Agreement. <i>Modified from “permanent resident” definition: Bylaws 8.1.2.a.</i></p> <ul style="list-style-type: none"> <li>• <i>Owner supports individual progressing to full community rights.</i></li> <li>• <i>Owner submits Change of Occupancy form to HOA, if not already on file. (Bylaws 8.1.3-4) at start and end of residency.</i></li> <li>• <i>Exception: if two adults buy a unit and only one is on the Title as Owner, the other is a Non-Owner Resident with full community rights upon move-in.</i></li> </ul>	<ul style="list-style-type: none"> <li>✓ CoW attendance/voice</li> <li>✓ Limited use of common space (no reservations permitted), with Owner responsible for informing, compliance and damages.</li> <li>✓ Participate in community activities, including observing any governance discussions in committees and work groups.</li> <li>✓ Email Access (Internal and Extended).</li> </ul> <p><b>Upon Owner recommendation/request:</b></p> <ul style="list-style-type: none"> <li>✓ Full Portal access.</li> <li>✓ Full Common space access with ability to make reservations.</li> <li>✓ Full Door access.</li> </ul> <div data-bbox="659 1230 1938 1325" style="border: 1px solid black; padding: 5px; margin: 10px 0;"> <p><b>After 6 months of residency becomes eligible to complete Pathway to CoW to advance to <u>these</u> additional rights and responsibilities:</b></p> </div> <ul style="list-style-type: none"> <li>✓ CoW “thumb” in addition to the above.</li> </ul>	<p><b>Same as “Occupant”,</b> and ultimate accountability rests with the Owner(s).</p> <ul style="list-style-type: none"> <li>✓ Participate in management of the Association, as outlined in the House Agreement on Participation.</li> </ul>

**PDX Commons Condominium Owners' Association**

<p align="center"><b>Tenant Owner not present</b></p> <p>Lives in PDXC unit when Owner is not present under required written Contract (template in Portal) or letter of agreement with Owner. May or may not pay cash rent.</p> <ul style="list-style-type: none"> <li>• Owner notifies HOA 30 days in advance for age &amp; rental capacity (requirement of 55+ community status).</li> <li>• Owner submits Change of Occupancy form. (Bylaws 8.1.3.)</li> <li>• Owner CoW rights (attendance, voice, participation in decisioning) remain unchanged even if tenant(s) qualifies to fully participate.</li> </ul> <p align="center"><b>Refer to Bylaws section 8.2 for definitions and constraints</b></p>	<p><i>Owner declares move in/move out dates</i></p> <ul style="list-style-type: none"> <li>✓ CoW attendance/voice</li> <li>✓ Full Door access</li> <li>✓ Full Portal access</li> <li>✓ Email Access (Internal and Extended)</li> <li>✓ Participation in community activities</li> </ul> <p>At Owner's discretion and if contained in the lease agreement:</p> <ul style="list-style-type: none"> <li>✓ Reserve common space</li> </ul>	<p><i>Ultimate accountability always rests with Owner. Owner retains all responsibilities of the unit to the Association. Owner may delegate such responsibilities to Tenant upon written agreement shared with Association. In addition, a Tenant must:</i></p> <ul style="list-style-type: none"> <li>✓ Abide by provisions of Declaration, Bylaws, House Agreements/Procedures.</li> <li>✓ Participate in maintenance of common areas (when physically capable).</li> <li>✓ Maintain social fabric of community (see footnote for explanation).</li> </ul> <div data-bbox="680 548 1934 646" style="border: 1px solid black; padding: 5px; margin: 10px 0;"> <p align="center"><b>After 6 months of residency becomes eligible to complete Pathway to CoW to advance to <u>these</u> additional rights and responsibilities:</b></p> </div> <p>Above responsibilities, plus:</p> <ul style="list-style-type: none"> <li>✓ Participate in management of the Association, as outlined in the House Agreement on Participation.</li> </ul>
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1. **Limited Door Access:** Guest fob, Guest code, appropriate keys. **Full Door Access:** Unique fob, assigned unique door code, key set.
2. **“Maintain social fabric of community”** can be evidenced by such things as participating in community gatherings, having a positive presence, greeting other residents, contributing to optimal communications and relationships; participating in prep and clean-up of community meals, taking initiative for the benefit of the community.
3. **Pathway to CoW for Non-Owner Residents and Tenants** (residency > 6 months) may lead to the right to participate in consensus decision-making as described by the House Procedure/PDX Commons Pathway to the CoW.
4. **Minors.** These “rights and responsibilities” do not necessarily apply evenly to minors.