

33rd PLACE CONDOMINIUM

RULES AND REGULATIONS

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DEFINITION OF TERMS

Terms are as defined in the Association's Declaration and/or By-laws. Where a conflict exists the Declaration and/or By-laws shall take precedence.

I. UNIT

A. USE OF UNITS

1. The Units in the Condominium are intended for and restricted to residential use only, on an ownership, rental, or lease basis, and for social, recreational, or other reasonable activities common to such use, including use as a home office not involving use by non-resident employees or regular visits by customers or clients. Timesharing of Units, as defined in RCW 64.36, is prohibited.
2. Nothing shall be done or kept in any Unit or in any Common Element that will increase the rate of insurance on the property without the prior written consent of the board. Nothing shall be done or kept in any Unit or in any Common Element that will result in the cancellation of insurance on any part of the property, or that would be in violation of any laws.
3. Upon owner and/or tenant occupancy of a Unit a move-in fee will be assessed.

B. MAINTENANCE OF UNITS

Each Owner is responsible for maintenance and repair of his or her Unit. Each Owner shall, at the Owner's sole expense, keep the interior of the Unit and its equipment, appliances and appurtenances in a clean and sanitary condition, free of rodents and pests, and in good order, condition, and repair and shall do all redecorating and painting at any time necessary to maintain the good order and condition of the Unit.

1. Owners are responsible for the maintenance and repair all windows and doors belong to the unit.

C. RENTALS

1. Any lease or rental agreement must provide that its terms shall be subject in all respects to the provisions of the Declaration and the Bylaws and Rules and Regulations of the Association and that any failure by the tenant to comply with the terms of such documents shall be a default under the lease or rental agreement.

2. No unit shall be leased for less than 12 months. Leases may extend month-to-month after the initial 12 month lease expires.
3. All owners desiring to rent must notify and be approved by the Board.
4. Any owner renting without approval will be subject to fines and immediate termination of lease
5. All Owners desiring to rent a Unit must have any prospective tenant screened, at the Owner's cost, by a tenant screening service designated or approved by the Board. Owner must furnish the report of the tenant screening service, to include a background check, to the Board or its designee prior to the Owner entering into a lease or rental agreement with the prospective tenant.
6. All leases or rental agreements shall be in writing. Copies of all leases and rental agreements shall be delivered to the Board or its designee 14 days before the tenancy commences.
7. Owners shall supply their tenant or occupants with a copy of these Rules and Regulations.
8. Owners are responsible at all times for any damage to Common Elements or Limited Common Elements by the tenant whether or not the tenant was in violation of the rental agreement or of any rules or regulations. Rental of a Unit does not constitute a waiver or relinquishment of the Owner's responsibilities as specified in the Declaration and the Bylaws.
9. All tenants must fill out a registration form and file it with the Manager prior to tenancy.
10. Off-site Owners shall supply and/or update the Manager with their current mailing address, telephone number and email address.
11. Owners and tenants are responsible for immediately notifying Manager of any and all changes to lease, contact information and changes in the information on the registration form.
12. Failure to provide renewal and/or lease prior to tenancy may be grounds for lease termination, immediate eviction of tenants, and fines
13. Owner must re-rent their unit within 60 days of vacancy and/or lease termination or lose the right to rent. At which time owner may request to be placed on the wait list.

D. SIGNS

Except for signs advertising the sale of a unit, no signs of any kind shall be displayed to the public view on or from any Unit, Limited Common Element or Common Element without the prior consent of the Board.

E. SALES

At the time of the closing of the sale of a Unit, the new owner shall notify the Board of Directors and/or the Manager of the new owner's name(s), address, phone, email.

II COMMON ELEMENTS

A. DEFINITION OF COMMON ELEMENTS

The Common Elements are all portions of the Condominium other than the Units, including all portions of the walls, floors, or ceilings which are not a part of or within the Unit boundaries. The Common Elements also include any chute, flue, duct, wiring, bearing wall, bearing column, or any other fixture which lies partially within and partially outside the designated boundaries of a Unit which serves more than one Unit or any portion of a Common Element.

B. USE

1. Each Owner shall have the right to use the Common Elements in common with all other Owners and a right of access from the Owner's Unit across the Common Elements to the public streets. The right to use the Common Elements extends not only to each Owner, but also to his agents, servants, tenants, family members, invitees and licensees.
2. Barbecuing, outdoor cooking, or fires of any kind are not permitted in any Common Element.
3. Children in Common Areas shall be supervised.
4. The sidewalks, hallways, passageways, driveway, carports and parking spaces shall be left unobstructed and used only for ingress and egress.
5. No private property shall be stored in the Common Elements including stairways, and any carports or parking spaces. Any carports or parking spaces are limited to the parking of operative and licensed vehicles. The Board of Directors shall have the power to remove any item(s) it deems as inappropriate or vehicles improperly parked.
6. There shall be no smoking in any of the Common Elements, nor shall smoke or other odors be allowed from a Unit into the Common Elements including stairwells.
7. No hazardous or flammable materials shall be allowed in the Common Elements.
8. Any damage, including undue soiling, caused to Common Elements by the homeowner or agents, tenants, or invitees of the Owner shall be the responsibility of the Owner.
9. Noise levels shall be kept reasonable at all times. Special attention shall be given to noise control during the hours of 10:00 p.m. to 7:00a.m, especially in those areas (e.g., entries,

porches, terraces, stairwells, and courtyard) where noise is easily transmitted to nearby Units.

III. LIMITED ELEMENTS

A. DEFINITION OF LIMITED COMMON ELEMENTS

The Limited Common Elements allocated to the Units and shown on the Survey Map and are described in the Public Offering Statement.

B. USE

1. Each Owner shall have the exclusive right to use the Limited Common Elements allocated to the Owner's Unit.
2. Owners shall not dust rugs, etc. from the windows, decks, or terraces, or clean rugs, etc. by beating them on the exterior of the building or shaking them.
3. Residents shall burn only clean-burning logs (Duraflame or similar) in their fireplace. No burning of real wood or any other materials is allowed.
4. It is the resident's responsibility to be aware of, and comply with, any burn bans that are in effect from time to time.

IV. EXTERIOR APPEARANCE

1. In order to preserve a uniform exterior appearance of the building, no Owner may modify the exterior of the building, or screens, doors, awnings, or other portions of any Unit visible from outside the Unit without the prior written consent of the Board.
2. No solar panels, radio or television antenna, satellite dish, or other appliances may be installed on the exterior and/or roof of the building without the prior written consent of the Board.
3. All portion of curtains, blinds or draperies visible from outside the Units shall be white or off white and Owners shall not replace the glass or screens in the windows or doors of the Units except with material of similar color and quality to those originally installed.
4. Through-the-wall and through-the-window air conditioning Units are not allowed.
5. Owners shall not hang garments, rugs, etc., from the windows, decks, or terraces of the Condominium.
6. Flower pots, bird baths, ceramic figurines, etc., may not be placed in the Common Elements.

7. Owners may not plant bulbs, flowers, shrubs, trees, or other landscaping in any Common Elements without the consent of the Board.

V. NOISE/DISTURBANCES

1. Activities by Owners/Lessees or by Owner's/Lessee's guests which might cause damage to other Units, buildings, landscaping, or any Common Element are strictly forbidden and any such damage shall be the financial responsibility of the Owner.
2. No noxious or offensive activity shall be carried on in any Unit, Limited Common Element or Common Element, nor shall anything be done therein which may be, or may become, an annoyance or nuisance to other Owners.
3. No Owner shall permit anything to be done or kept in the Owner's Unit, Limited Common Element or Common Elements which would interfere with the right of quiet enjoyment of the other residents of the Condominium.
4. Care shall be taken when closing Unit doors so as not to let them slam shut.
5. An annual association wide garage or estate sale may be held at the discretion of the board. Otherwise, no garage or estate sale shall be held at the Condominium or at any Unit and no advertisement shall be placed with a Unit address inviting the general public to a sale or event.

VI. TRASH DISPOSAL/RECYCLING

1. Hazardous or toxic waste products (including cans of paint) must be removed from the Condominium and properly disposed of by Owner. Such items must NOT be placed in any dumpsters or garbage cans in any Common Element.
2. Lighted cigarettes, cigars, or any flammable materials must not be placed in garbage cans, dumpsters or recycling containers.
3. Kitty litter must be placed in a heavy plastic bag tied securely, prior to being placed in the garbage dumpster.

VII. PARKING

1. Parking spaces are to be used for the parking of operable passenger motor vehicles and may not be used for parking trailers, boats or recreational vehicles.
2. The Board of Directors may require removal of any inoperative or unsightly vehicle, and any other equipment or item not stored in parking spaces in accordance with this

provision. If the same is not removed, the board of Directors may cause removal at the risk and expense of the Owner.

3. Car repairs will not be permitted at the Condominium. This includes draining radiators and changing oil. The use of gasoline and/or combustibles for cleaning or any other use is prohibited.
4. It is the obligation of each Owner to keep his or her parking stall free of grease, oil, waste, trash or other material which will result in an unsightly appearance or a safety hazard. If an Owner fails to keep the stall clean, the Association may clean the space and bill the Owner for the cost of cleaning.
5. Parking stalls are not to be used for any kind of storage including automobile tires, gasoline, oil, bicycles etc., without the prior written consent of the Board.
6. The Owner of a Unit may rent a parking space which is a Limited Common Element of that Unit to the occupant of another Unit in the Condominium. Rental of a parking space shall be terminated automatically and without notice upon the transfer of title of the Unit to which it is a Limited Common Elements. Parking spaces may not be rented to non-residents.
7. Visitor parking spaces are limited in use to guests of owners on first come basis.
8. Visitor parking is limited to 24 hours in duration.
9. Any vehicle determined to be in violation of the parking rules will be given one warning. Subsequent violations will be subject to fines and tow at owners expense.
10. Each owner or renter is required to provide to the manager, at move-in or upon request, a list of vehicles and license plates owned by every person residing in the unit. If a vehicle is subsequently replaced with a different vehicle, the owner or renter is required to provide the manager with updated vehicle information within 30 days.

VIII. PETS

1. Except as otherwise provided herein, a maximum of two pets with a maximum combined weight of 40 pounds may be kept in the Units subject to Rules and Regulations adopted by the Board. Ferrets, hamsters, rabbits, reptiles or any other non domesticated animals are not allowed.
2. All dogs must be approved by the board as certain breeds will not be allowed due to hazard and size.
3. Dogs will not be allowed on the Common Elements unless they are on a leash and are being walked to or from the Unit to a public road.

4. The Board may, after Notice and Opportunity to be heard, require the removal of any pet which it finds is disturbing other Owners unreasonably, and may exercise this authority for specific pets even though other pets are permitted to remain.
5. Residents shall keep their pet inside their Units. Pets shall not be allowed in Common Elements unless they are entering or exiting the building, at which time they must be on a leash or be carried.
6. Dogs shall be taken off the Condominium property for "relief trips" and all City ordinances must be complied with.
7. Owners are required to pick up after their pets and appropriately dispose of waste.
8. If any resident keeps a dog or other pet in his/her Unit, all care shall be taken required to insure that the pet does not disturb other residents.
9. Kitty litter shall be taken by the Owner or Lessee directly to and placed in the dumpster in securely bound plastic bags.
10. Damage by a pet to any part of the condominium development will be the full responsibility and expense of the Owner of the Unit involved.
11. Personal injury or damage to personal property caused by a pet is the responsibility of the Owner of the Unit involved.

IX. MAINTENANCE FEES

On or before the first day of each calendar month each Owner shall pay or cause to be paid to the treasurer or designated agent of the Association all assessments against the Unit for that month. Any assessment not paid by the tenth day of the calendar month for which it is due shall be delinquent and subject to late fees, interest charges and collection procedures as provided in the Declaration.

X. ENFORCEMENT

1. Each owner, tenant or occupant of a Unit shall comply strictly with the provisions of the Declaration, Bylaws and Rules and Regulations of the Condominium, as the same may be lawfully amended from time to time, and with all decisions adopted pursuant to the Declaration and Bylaws and Rules and Regulations. Failure to comply shall be grounds for an action to recover sums due, damages, or injunctive relief, or any or all of the above, maintainable by the Board, the Association's Manager, or by the aggrieved owner.
2. The Board of Directors, to enforce the Regulations, may levy a monetary fines. Subsequent violations will be subject to fines or other appropriate action at the discretion of the Board . Any fine(s) shall be added to the monthly maintenance fee for the first

month following the violation, and shall be enforceable in the same manner as is provided for the enforcement of maintenance fees or assessments.

3. The Board may give written notice of the violation, and state a reasonable period of time for correcting the violation. If the violation is not corrected within the time stated, the Board can itself make the correction, and any costs incurred in connection therewith shall be imposed on the Unit owner and added to the monthly maintenance fee for the first month following the completion of the correction. Payment of such costs shall be enforced in the same manner as is provided for the enforcement of maintenance fees.
4. In addition, the Board of Directors can take any other legal action appropriate to remedy or penalize a violation of these Rules, the Bylaws or the Condominium Declaration.
5. The Manager shall have the authority and the duty, to enforce these Rules.
6. In enforcing these Rules, the Board of Directors may delegate its function(s), including the determination of whether a violation has occurred, and the remedy therefore, to an agent, including but not limited, to, a single or group of director(s), officers, or the manager.
7. Owners shall be financially responsible for all damages caused by their tenants or guests, and for any fines imposed as the result of conduct on the part of their tenants, guests or invitees. Any charge for damages or fines shall be imposed against the Unit which the party responsible rented or was visiting, and shall be enforceable in the same manner as is provided for the enforcement of maintenance fees.

XI. COMPLAINTS/REPORTS

1. Significant events and conditions which relate to the common Elements, security, safety and the best interests of the Association shall be reported to the Manager, or the Board of Directors.
2. Any significant communication or complaint should be registered in writing and directed to the Board of Directors to insure prompt and responsible action. Complaints should include all pertinent information (i.e. date, time, person, unit number, vehicle, license number, pictures, etc.).

XII. AMENDMENT/SEVERABILITY

1. These Rules and Regulations may be added to, amended or repealed at any time by resolution of the Board of Directors, as provided in the Declaration. Final interpretation of these Rules and Regulations shall rest with the Board of Directors.
2. In the event any of these rules is deemed unlawful or unenforceable, it shall be excised from these rules and all other rules shall remain in full force and effect.

XIII. FEE/FINE SCHEDULE

In an effort to protect the owners, residents, and common areas of the building, the Board has adopted a schedule of fees and fines. In addition to fees for late payment of assessments, following is a quick reference tool for owners and residents of other fees.

FEES	Move-in/Move-out Fee	\$200
FINES	Unapproved Renting of Unit	2 times Monthly Assessment for each month unit is rented without Board approval - retroactive
	2 nd notice of a violation	\$50
	3 rd and subsequent violations	\$100+

Monthly assessments become payable on the first of each month, and are delinquent on the second. However, to allow for mail and other unforeseen delays, the Association allows a ten (10) day grace period for the payment of assessments. Owners whose assessments are not received by the management company by 5:00 PM on the 10th of the month will be assessed a late fee.

The move-in and move-out fee is charged to the unit owner's account upon move-in to a unit to offset the wear and tear to the common areas of the building. In addition to the fee the unit owner is responsible for any damages to the common areas.

The Board, to enforce the Regulations, may levy monetary fines for a 2nd or 3rd violation. Subsequent violations will be subject to fines or other appropriate action at the discretion of the Board. Such fine(s) shall be added to the monthly assessment for the first month following the violation, and shall be enforceable in the same manner as is provided for the enforcement of maintenance fees or assessments.