

PARK PLACE AT EDMONDS  
RULES AND REGULATIONS

Effective November 7, 2014

The intent of the Rules and Regulations of the Park Place at Edmonds Owners Association is to promote common sense and courtesy in the members' actions and attitudes. They are not meant to limit conduct, but rather to protect the common interest in the property, to provide an avenue of relief for problems, and to serve as guidelines for effective operation of the condominium. It is important to remember that in a condominium community such as ours, each member must protect and regard the rights of all other owners and residents to a quiet and peaceful home.

I. UNITS

A. USE OF UNIT

The units in the condominium are intended for and restricted to residential use on an ownership, rental or lease basis and for social, recreational, or other reasonable activities normally incident to such uses.

B. INTERIOR MAINTENANCE

Each owner shall keep the interior of the owner's unit and its equipment, appliances, and appurtenances in good order, condition, and repair.

C. UNIT MODIFICATION

Owners must inform the Board of any remodeling or other major construction work to be done in their unit. The Board should be provided with the name and phone number of the contractor/designer and/or subcontractor and an emergency number.

Owners shall not make any changes within a unit that affect the structural integrity, building systems, or sound transmission characteristics of the building, or that change sound transmission between units, including, but not limited to, changing the flooring from carpeting to hard surface flooring in a portion of the unit that is over another unit, without advance written approval from the Board.

The Board's advance written approval is also required for any modification of a unit which affects the limited common or common areas of the building in which the unit is located.

Please be advised that, depending upon the scope of work, the Board reserves the right to assess a refundable damage and cleaning deposit, and/or non-refundable fees to offset the cost of wear and tear to the common areas. Unless the Board waives or reduces the deposit for minor work, or increases the amount for major work, owners are required to pay to the Association a deposit of \$250 prior to commencement of the work. This deposit will be used to offset additional costs of cleaning or repairs incurred by the Association resulting from the work

and any unused funds will be refunded upon project completion. Damage and/or loss due to construction will be the sole responsibility and liability of the owner causing such damage or loss.

Owners are responsible for any debris in the common areas. Cleaning supplies and equipment are to be supplied by the owner or contractor. The contractor shall remove debris from the property daily unless other arrangements are approved by the Board. If the owner or contractor does not remove the debris, the Board may have the debris removed at the cost of the owner.

The workers or owners, in compliance with regulations of the Puget Sound Air Pollution Control Agency, must properly dispose of all combustible petroleum and other environmentally hazardous materials. All paint cans, wood and carpet scraps, or other leftover construction material must be removed from the property. No construction materials or environmentally hazardous waste materials may be dumped, or otherwise disposed of, in any interior or exterior drain.

Personal items may not be placed or left in the common areas.

In order to shut off water to any unit other than your own, you must provide at least 3 days' notice to the management company. Such notice must describe the scope of work to be performed. Work affecting the water system must be completed within 2 hours or less, if possible.

Work may be performed Monday through Friday between 8 a.m. and 5 p.m. only, except with written permission by the Board.

#### D. WINDOWS

The owner is responsible for replacement of any damaged or broken windows in the owner's unit, including any window with a defective seal in the double-pane glass.

Replacement window glass must exactly match the building standard glass. The owner is responsible for verifying the building standard with the Board or the management company.

To preserve the uniform exterior appearance of the building, all draperies or window coverings visible from the exterior of the building must be white or off-white in color.

No awnings, air conditioning units or other projections shall be placed on the exterior walls or windows of a unit without prior written approval of the Board.

## II. COMMON AREAS

It is helpful to understand the difference between common areas and limited common areas of the condominium (called Common Elements and Limited Common Elements in the Declaration).

Common areas for the use of all units include:

- Land
- Building shells
- Structural elements, i.e., roofs, foundations, etc.
- Parking areas other than assigned parking spaces
- Mailbox kiosk and trash enclosures

Limited common areas for the use of individual units include:

- Decks, patios and storage areas adjacent to units
- Assigned carports and parking spaces

Any work performed on common or limited common areas must be approved in advance by the Board and will be contracted by the management company on behalf of the Association, unless otherwise approved in writing by the Board.

### III. COMMON AREAS – GENERAL

No furniture, packages, plants, statuary objects, or other articles of any kind shall be placed in any undesignated common area. With respect to holiday decoration, wreaths on unit doors are permitted only during the period beginning two weeks before the holiday and ending two weeks after the holiday. No other holiday decorations are allowed in common areas.

No unsightly condition shall be permitted to exist in public view or in the building's common areas. No washing, rugs, clothing, apparel, or any other article shall be hung on or in the common areas or limited common areas.

### IV. COMMON AREA ALTERATIONS

Nothing shall be altered, constructed in, or removed from any common area without the prior written consent of the Board. No owner or resident may modify, paint or otherwise decorate, landscape, or in any way alter any portion of the exterior of the building or any portion of any common area without first obtaining written consent of the Board.

### V. LIMITED COMMON AREA DECKS/PATIOS

Owners shall not hang anything from the railings of their limited common area deck or patio. Decks and patios may not be modified without prior approval of the Board. Decks and patios shall not be used for storage, but decks and patios may have usual outdoor deck or patio furniture and plants. Owners are responsible for keeping their respective decks and patios in a neat and clean condition. **Use of barbeques and outdoor grills on decks and patios is a fire hazard and prohibited.**

## VI. BUILDING SAFETY

At all times, a current list of each person in residence should be on file with the management company. Changes in residency should be reported immediately to the management company.

## VII. SECURITY – ALARMS AND LOCKS

Advance written approval of the Board is required for installation of any alarm system for a unit. Only silent alarm systems will be approved by the Board. The maintenance of lock hardware on the unit entrance door and the door that provides access to the deck or patio is the responsibility of the unit owner. If the lock malfunctions or requires replacement, it must be repaired or replaced by the owner with hardware that matches the existing hardware, unless advance written approval is granted by the Board.

## VIII. SMOKE ALARMS WITHIN UNITS

One or more smoke detectors are located in each unit. Smoke activates these detectors, and an alarm will ring upon activation. Upon hearing the ring a resident should, if possible, determine the cause and take appropriate action. If the resident cannot determine the cause and smoke is evident, the resident should call 911 immediately. Furthermore, except during scheduled alarm testing, residents should evacuate the building when an alarm rings. At the association's expense, a contractor will confidence-test smoke detectors annually and will replace malfunctioning detectors when they are found to be defective. It is each owner's responsibility to ensure that the smoke detectors within the owner's unit are operable. If the smoke detectors have battery backup power, it is each owner's responsibility to replace batteries. Owners shall not do anything that interferes with the proper functioning of the smoke detectors.

## IX. COMMON SENSE PRECAUTIONS

Do not leave any outside access door propped open and unattended. Be sure any outside access door closes securely after you have passed through it.

Owners or tenants should question persons or activities that appear to be suspicious. Their presence should be brought to the attention of either a Board member, the management company (if any), or---if a more immediate response is required---the police by dialing 911.

## X. PETS

No animals, which term includes livestock, domestic animals or poultry, reptiles or living creatures of any kind, shall be raised, or kept in any unit or in the common areas or limited common areas, whether as pets or otherwise, except dogs, cats, or other conventional domestic

household pets may be kept in the units, subject to all governmental laws, ordinances, rules and regulations. No more than two dogs, two cats, or one dog and one cat may be kept in any unit.

The following dangerous breeds of dogs are prohibited: pit bulls, rottweilers and German shepherds, or any mix with 50% of these breeds.

Pets shall not be allowed in any common area unless they are secured by a leash, under the control of the owner, and being walked to or from the unit or limited common area. Common areas are not intended to be used for exercising animals.

Owners are responsible for cleaning up after their pets and for repairing any damage caused by their pets or by pets of their tenant, guests, tenant's guest, etc. Local ordinances regarding pets apply to all pet owners.

The Board may at any time require the removal of any animal, or cause such animal to be removed at the expense of the owner of the animal, including reasonable attorney's fees, when, in the Board's determination, the animal is disturbing other owners unreasonably. The Board may exercise this authority for specific animals even though other pets are permitted to remain.

#### XI. DISTURBANCES

No noxious or offensive activity shall be carried on in any unit, limited common area or common area, nor shall anything be done therein which may be or become an annoyance or nuisance to other owners or to the public.

Speakers may not be installed in party walls (i.e., walls dividing units), or soffits in party walls.

The volume of stereos, radios, televisions, musical instruments, pets, voices, etc., must be such that it does not disturb anyone in any other unit or in any common area.

Please restrict noise during quiet hours, which are between 10 p.m. and 8 a.m.

#### XII. RESALE; MARKETING GUIDELINES

The Board is aware that marketing of property requires ease of access and cooperation of the seller, real estate agent, and property manager. With that in mind, the board has established the following guidelines:

##### A. RESPONSIBILITIES OF SELLER

Notify the management company that the unit is for sale.

Provide the listing agent with a key.

Make arrangements with the listing agent for access to the unit.

## B. RESPONSIBILITIES OF AGENT

Agents have access to show the common areas as well as the unit.

Notify the management company of the date and time of a Broker's Open event.

No signage of any kind may be displayed in front of, across the street from, or around the building, except with the express written permission of the Board.

## XIII. RENTALS

All leases and rental agreements must be in writing and by their terms shall provide that the terms of the lease are subject in all respects to the provisions of the Declaration, Bylaws, and Rules and Regulations. The minimum initial lease term is six months.

The Board must be provided a copy of the lease or rental agreement prior to tenant move-in, along with the name(s), phone numbers, and information regarding the tenant(s). This information is necessary in case of emergency and to provide information to tenants regarding rule changes, meetings, etc. The lease agreements will be kept on file with Association records by the secretary or the management company.

All tenants must agree, by signing the requisite rental/lease agreement, to comply with the provisions of the Declaration, Bylaws, and Rules and Regulations of the Association.

Any failure of a tenant to comply with the terms of the Declaration, Bylaws, or Rules and Regulations of the Association shall be an event of default under the lease or rental agreement. In the case of such a default, the Board may require the owner to evict the tenant.

The owner is held responsible for any damage to common areas or limited common areas caused by the tenant or tenant's guests, whether or not the tenant or tenant's guests were in violation of the rental/lease agreement or 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.

## XIV. MOTOR VEHICLES

Residents are permitted to have two (2) motor vehicles on the property, which must display current registration and be operable. Vehicles parked in an assigned space that is not registered to their unit may be towed at the vehicle owner's expense. Residents must register their vehicle information with the Homeowner's Association; owners of rented units must provide their tenant's vehicle registration to the Homeowner's Association. No trailers, boats, recreational vehicles, camper shells, etc. are allowed on the property, unless such exception is approved by the Board. No vehicle repairs, oil changes or washing of vehicles may be performed in the common areas or limited common areas. Guests may only have a vehicle parked in a guest spot for up to a maximum of four (4) days.

## XV. ENTRY

The Board and its agents or employees may enter any unit or limited common area when necessary in connection with any maintenance or construction for which the Association is responsible, or in the event of emergencies. If the repair or maintenance was necessitated by or for the unit entered or its owners, or requested by its owner, the cost thereof shall be charged to such unit.

As provided in Declaration Section 9.3, on at least three day's notice the Board may schedule inspection of any unit or limited common element, the failure of which to maintain properly may cause damage to the common elements, limited common elements, or another unit or cause unnecessary common expenses. Items to be inspected include such things as bathtubs, sinks, toilets, hot water tanks, plumbing fixtures and pipes, fireplaces and flues, and electrical fixtures and wiring. If the inspection discloses the need for repair or replacement, the Association may either require the unit owner to make the repair or replacement, or the Association may make the repair or replacement itself and specially assess the cost thereof to the owner.

## XVI. ENFORCEMENT

It is the responsibility of each owner to know the terms and provisions of the Declaration, Bylaws and Rules and Regulations of the Association. Each owner is responsible for advising tenants or guests of the owner of any provision of the Declaration, Bylaws or Rules and Regulations which apply to them. These Rules and Regulations are provided as a supplement to

The Declaration and Bylaws and are meant to relieve any owner from the obligation to know the provisions of the Declaration and Bylaws. Owners shall also comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force or which may hereafter be in force, pertaining to the use of the condominium.

Each owner, tenant, or occupant of a unit comply with the provisions of the Declaration, Bylaws, and Rules and Regulations of the Park Place at Edmonds Owners Association, as they may be amended from time to time, and with all decisions made by the Board or the Association pursuant thereto. Failure to comply shall be grounds for an action to recover sums due, damages, or injunctive relief, or any or all of them, maintainable by the Board, the Association's managing agent on its behalf, or by the aggrieved owner. To enforce the Rules and Regulations, the Board may also levy monetary fines.

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 may 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 correction. Payment of such costs shall be enforced in the same manner as is provided for the enforcement of maintenance fees.

Prior to taking any enforcement action (other than the initial notice of violation), the Board will give the owner involved notice and an opportunity to be heard as follows:

The Board will give the offending owner written notice of a hearing before the Board or a specially appointed committee or representative regarding the proposed action or fine. The notice shall include: (a) a statement of the offense, (b) the proposed action and/or fine, (c) the date, time and place of the hearing, and (d) whether testimony of the owner must be oral, written, or both. The date of the hearing shall be at least five days after notice is delivered.

At the hearing, the affected owner shall have the right to give testimony as outlined in the notice, subject to reasonable rules of procedure established by the Board to assure a prompt and orderly resolution of the issue at hand.

Evidence presented at the hearing shall be considered in making the decision regarding fines or other enforcement action.

The affected owner shall be notified of the decision in the same manner in which notice of the meeting was given.

In addition, the Board can take any other legal action appropriate or remedy or penalize a violation of these Rules, the Bylaws or the Declaration. In enforcing these rules, the Board 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) or officer(s), or the property manager.

Owners shall be financially responsible for all damages caused by their tenants or guests, and for any fines imposed as a result of conduct on the part of their tenants, guests or invitees. Any charge for damages or fines shall be imposed against the unit itself, 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.

#### FEE/FINE SCHEDULE

In an effort to protect the owners, residents, and common areas of the condominium, the Board has adopted this schedule of fees and fines. It is included here as a quick reference for owners and residents.

FEES	Monthly Assessment Late Fee	\$100.00
	Delinquency Notice, each	\$15.00
	Returned Check Fee	\$35.00
	Move In Fee	\$150.00
	Move Out Fee	\$150.00

FINES	1 <sup>st</sup> Notice of a Violation	NONE
	2 <sup>nd</sup> Notice of a Violation	\$50.00
	3 <sup>rd</sup> Notice of a Violation	\$100.00
	Subsequent Notices of Violation	\$100.00 or more, each

#### NOTES REGARDING FEES

Monthly assessments become payable on the first day of each month, and are delinquent on the second day. 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 p.m. on the tenth day of the month will be charged a late fee of \$100.00.

A transfer fee will be charged to the unit owner's account upon each conveyance of the unit after the initial conveyance by the Declarant.

#### NOTES REGARDING FINES

The Board to enforce the Rules and Regulations, may levy monetary fines of \$50 for the second notice of a violation and \$100 for the third notice for a 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.