

## **The Hamptons at Harbour Pointe**

### **Rules and Regulations**

The intent of the Rules and Regulations of The Hamptons at Harbour Pointe 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 buildings. 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.

#### **A. UNITS**

##### **1. 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, including use as a home office not involving use by nonresident employees or regular visits by customers or clients.

##### **2. 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. Each owner is responsible for mold and moisture control in the owner's unit. See Mold Addendum, attached.

##### **3. UNIT MODIFICATION**

- a. Owners shall not make any changes in a unit which effect the structural integrity, building systems or sound transmission characteristics of the building without first obtaining written permission from the Board. This includes any change from carpeting to hard surface flooring in any portion of a unit that is over another unit.
- b. 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 sub-contractor and an emergency number.
- c. The Board's approval is required for any modification of a unit which affects the limited common or common areas of the building. Please be advised that depending upon the scope of the work, the Board reserves the right to assess a refundable damage deposit, and/or non-refundable fees to offset the cost of wear and tear to common areas.
- d. Owners are responsible for any messes, spills, leaks or debris left in any of the common areas.

- e. Cleaning supplies and equipment to be supplied by contractor or mover. Removal of trash from the premises is the contractor or mover's responsibility. Vacuum dirt and dust tracks as soon as possible.
- f. The workers or owners, in compliance with Puget Sound Air Pollution Control Agency, must properly dispose of all combustible petroleum, or otherwise environmentally hazardous materials. ***Do not*** dispose of such materials via the dumpsters.
- g. No waste products or liquids may be dumped or disposed in any floor drain or exterior drains.
- h. All paint cans, wood or carpet scraps, or other leftover construction material must be removed from the property. Such items may ***not*** be placed in any interior or exterior drains.
- i. Personal items may not be placed or left in the common areas.
- j. Water shut off to any unit other than your own requires a 3-day notice to the management company (scope of work must be included with notice). Water work must be completed within 2 hours or less, if possible.
- k. Owners must submit a damage and cleaning deposit to the Association before work begins. This deposit is used to offset additional costs of cleaning or repairs to the Association; any unused funds will be refunded at project completion. Any damage and/or loss due to construction or breach of security (i.e., leaving exterior doors open or unattended) will be the sole responsibility and liability of the owner causing the problem.
- l. Except for work done by or for the Declarant or unless otherwise approved by the Board, work may be done only on Monday through Friday between 8 a.m. and 5 p.m.

## **B. WINDOWS**

### **1. GLASS REPLACEMENT**

Owner is responsible for prompt replacement of damaged or broken glass in the windows and doors of the Owner's Unit.

### **2. DRAPERIES**

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

### **3. AWNINGS**

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

## **C. LIMITED COMMON AREAS**

### **1. DECKS AND PATIOS**

Owners shall not hang anything from the railings of their limited common area decks or patios. The decks or patios may not be modified without prior approval of the Board. Decks and patios may have usual deck furniture and plants; however, care should be taken in watering of plants to avoid staining exterior of building, care should also be taken not to damage the waterproof membrane of the deck or patio. Owners are responsible for keeping their terraces in a neat and clean condition and for keeping any drains unclogged. Decks or patios may not be used for storage.

### **2. CARPORTS AND PARKING SPACES**

Carports and parking spaces may be used only for parking licensed, operable motor vehicles and not for storage of other items or for any other purpose. Owners shall be responsible for cleaning any oil or gasoline leaks from their motor vehicles.

## **D. 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:

- Building shell
- Structural elements, i.e., roofs, foundations, etc.
- Certain portions of the building, such as elevator, utility and mechanical rooms
- Land

**Limited common** areas for the use of individual units:

- Decks and patios
- Carports (and storage room) and assigned parking spaces

Any work performed on common areas or limited common areas must be approved by the Board and is contracted for by the Board. Please contact the property manager first. If unable to reach the manager, contact a Board member.

### **1. COMMON AREAS - GENERAL**

No furniture, packages, plants, floor mats, statuary objects or articles of any kind shall be placed in any common area or walkway. Holiday wreaths on doors are permitted, and shall be removed by January 15.

No unsightly condition shall be permitted to exist in public view or in the common areas. No washing, rugs, clothing, apparel, or any other article shall be hung on or in the common area or limited common areas without prior written consent of the Board.

### **2. COMMON AREAS – 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 or limited common area without first obtaining written consent of the Board.

#### **E. BUILDING SAFETY AND SECURITY**

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.

##### **1. SECURITY – ALARMS AND LOCKS**

Board approval is required prior to installation of burglar alarms. Only silent alarm systems will be approved. The maintenance of lock hardware on the unit entrance door and the patio or deck door is the responsibility of the unit owner. If the lock malfunctions or requires replacement, all expenses for this activity are borne by the owner. If the doorknob must be replaced, it should be replaced with a similar unit as the other entrance doors.

##### **2. SMOKE ALARMS WITHIN UNITS**

One or more smoke detectors are located in each unit. Smoke activates these detectors, and a loud bell will ring. Upon hearing the ring a resident should, if possible, determine the cause and take appropriate action. If the cause cannot be determined and smoke is evident, call 911 immediately. A contractor will confidence-test the smoke detector system annually. The contractor at the Association's expense will replace malfunctioning detectors when they are found to be defective. Other than scheduled alarm testing, residents should evacuate the building when the central alarm rings. It is the owner's responsibility to ensure that the smoke detectors within the Owner's unit are operable. The owner shall not do anything that prohibit the proper functioning of the smoke detectors. If the smoke detectors have battery backup power, it is the Owner's responsibility to replace batteries.

##### **3. COMMON SENSE PRECAUTIONS**

Owners or tenants should question suspicious appearing persons or activities. Their presence should be brought to the attention of either a Board member, the management company, or if more immediate and appropriate, to the police by dialing 911.

Smoking is not allowed in enclosed common areas or on second floor decks. No disposal of cigarette butts is permitted in any of the common areas.

#### **F. PETS**

Only dogs, cats, or other conventional domestic household pets may be kept in the units.

Pets shall not be allowed in any common area unless on a leash and under the control of the owner and being walked to and from the unit. Common areas are not for exercising animals.

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

applies to all pet owners. Soiled pet litter must be securely bagged in a plastic bag and carried directly to the dumpster.

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.

#### **G. GARBAGE/RECYCLING**

Owners and tenants are responsible for placing their trash in the dumpster located in the trash/recycle area.

You are encouraged to recycle as much as practicable. Please follow the rules for recycling posted in the trash collocation area.

Please utilize your in-sink garbage disposal to the greatest extent possible for its intended purpose.

#### **H. 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.

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

Speakers may not be installed in party walls (walls which have another adjacent unit), or soffits in party walls.

Do not use washers, dryers, dishwashers, vacuum cleaners or any other noisy appliance between 10 p.m. and 7 a.m.

#### **I. MARKETING GUIDELINES**

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

##### **RESPONSIBILITIES OF SELLER**

- Notify the management company that the unit is for sale.
- Provide the agent with a building entrance key.
- Make arrangements with the listing agent for access to the unit and to the front door.

##### **RESPONSIBILITIES OF AGENT**

- Agent to have showing access to common areas as well as the unit.
- Broker's Open – Notify the management company of date and time.

- A licensed agent must escort individuals, not agents, attending an open house through the building.

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. Agents wishing to attract potential buyers to the building may not do so by placement of signage outside the building prior to or during an open house.

#### **J. 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.

Prior to entering into a lease with any tenant (other than a relative of the owner), the owner is required to have the prospective tenant screened, at the owner's or tenant's cost, by a tenant screening service designated or approved by the Board and to furnish a copy of the report of the tenant screening service to the management company. The following tenant screening service has been designated by the Board:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If you wish to use another tenant screening service, please check with the management company.

All leases or rental agreements must be provided to the management company prior to the tenant's moving in together with name(s), phone numbers, and information regarding the tenant(s). This is important in case of emergency and to provide information regarding rule changes, meetings, etc. (The lease agreements will be kept with the Association records).

All tenants must sign a rental/lease agreement under which they agree 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, whether or not the tenant was in violation of the rental agreement or any rules or regulations. Rental of an apartment does not constitute a waiver or relinquishment of the owner's responsibilities as specified in the Declaration, Bylaws and Rules and Regulations.

#### **K. MOVING DAY**

Extreme care must be addressed to security – all exterior doors should be attended at all times during moving.

#### **L. USE OF COMMON AREAS**

The common areas in the condominium may be used by residents and their guests. Residents and guests using any common facilities do so at their own risk. All residents are financially responsible for any loss of personal property or damage caused by the resident or the resident's guest.

#### **M. MOTOR VEHICLES**

Only currently licensed, operable motor vehicles may be parking in the condominium. No trailers, boats, recreational vehicles, camper shells, etc. are allowed in the parking areas, unless specifically approved by the Board. No vehicle repairs or oil changes may be done in the open parking spaces or carports.

#### **N. 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 repairs 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.

#### **O. 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 not 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 shall comply with provisions of the Declaration, Bylaws, and Rules and Regulations of the 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:

- a. 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 (5) days after the notice is delivered.

- b. 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.
- c. Evidence presented at the hearing shall be considered in making the decision regarding fines or other enforcement action.
- d. 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 Condominium 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 officers, or the property manager.

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, itself, in 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.

**P. FEE/FINE Schedule**

In an effort to protect the owners, residents, and common areas of the building, the Board has adopted the following schedule of fees and fines.

FEEs	Monthly Assessment Late Fee	\$25
	Returned Check Fee	\$25
	Transfer Fee	\$25
	Resale Certificate	\$125
FINES	2 <sup>nd</sup> notice of a violation	\$25
	3 <sup>rd</sup> notice of a violation	\$50

**NOTES REGARDING FEES**

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 10<sup>th</sup> of the month will be charged a late fee of \$25.00. A Transfer fee shall be charged to each new owner's account upon each conveyance of a unit after the initial conveyance by the Declarant. The resale certificate fee and transfer fee are paid to the management company.

#### NOTES REGARDING FINES

The Board, to enforce the Regulations, may levy monetary fines of \$25 for the second notice of a violation and \$50 for the third notice of 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.

## **ADDENDUM FOR MOLD & MOISTURE CONTROL**

1. **ABOUT MOLD.** Mold is found virtually everywhere in our environment – both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms, which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter. Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow. There is conflicting scientific evidence as to what constitutes a sufficient accumulation of mold which could lead to adverse health effects. Nonetheless, appropriate precautions need to be taken.
  
2. **PREVENTING MOLD BEGINS WITH YOU.** In order to minimize the potential for mold growth in your dwelling, you must do the following:
  - Keep your dwelling clean – particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.
  - Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machines hoses, and discharge lines especially if the leak is large enough for water to infiltrate nearby walls. Turn on any exhaust fans in the bathroom and kitchen before you start showering or cooking with open pots. When showering, be sure to keep the shower curtain inside the tub or fully close the shower doors. Also, the experts recommended that after taking a shower or bath, you (1) wipe moisture off of the shower walls, shower doors, the bathtub, and the bathroom floor; (2) leave the bathroom door open and leave bathroom exhaust fan on until moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.
  - Promptly notify us in writing about any hot water system problems you discover. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of your dwelling dry out.
  - Promptly notify us in writing about any signs of water leaks.
  
3. **IN ORDER TO AVOID MOLD GROWTH.** It is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:
  - Rainwater leaking from roofs, windows, doors and outside walls, as well as floodwaters rising above floor level;
  - Overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator drip pans;

- Leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;
- Washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking;
- Leaks from clothes dryer discharge vents (which can put lots of moisture into the air); and
- Insufficient drying of carpets, carpet pads, shower walls, and bathroom floors.

4. **IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON POROUS SURFACES** (such as ceramic tile, Formica, vinyl flooring, metal, wood or plastic, the Federal Environmental Protection Agency (EPA) recommends that you first clean the area with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant, Pine-Sol Disinfectant, (original pine scented), Tilex Mildew Remover or Clorox Cleanup. (Note: Only a few of the common household cleaners will actually kill mold.) Tilex and Clorox contain bleach, which can discolor or stain. Be sure to follow the instructions on the container. Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface.

Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to remove non-visible mold products from porous items, such as fibers in sofas, chairs, drapes and carpets – provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes.

5. **DO NOT CLEAN OR APPLY BIOCIDES TO:** (1) visible mold on porous surfaces, such as sheetrock walls or ceilings, or (2) large areas of visible mold on non-porous surfaces.