

**HOUSE RULES OF THE KIRKLAND CENTRAL
CONDOMINIUM OWNERS ASSOCIATION**
Adopted September 22nd, 2007. Revised September 8th, 2008.

The intent of the House Rules of the Kirkland Central Condominium Owners Association is to promote and encourage common sense and courtesy in its members' actions and attitudes. The House Rules are not intended to limit reasonable conduct, but rather to protect our common interest in the property, to provide an avenue of relief for problems, and to serve as guidelines for a harmonious community. The House Rules are designed to assure a minimum of regulatory intrusion into the lives of us who have chosen to live here. It is very important that in a community such as ours, each member do his or her share to protect the rights of all other owners and residents. All of us should be able to enjoy a safe, quiet and peaceful home. Many of the following sections and paragraphs below are taken directly from our Declaration and Covenants, Conditions and Restrictions.

1. **RESIDENTIAL USE.** Except for the commercial spaces the units shall be used for residential purposes only, including sleeping, eating, food preparation for on-site consumption by occupants and guests, entertaining by occupants of personal guests and similar activities commonly conducted within a residential personal residence, on an ownership, rental, lease or invitee basis and for such other reasonable ancillary purposes commonly associated with residential dwellings.

2. **ACCESS CONTROL.**

- a. To prevent unauthorized persons from entering the building, it is mandatory that each resident make sure that non-residents do not enter the building behind them. If you do not know the person entering behind you after you have gained access, please verify that they are authorized to be in the building.
- b. The intercom at the front entry will allow visitors to contact residents in their homes. Residents may provide access to the building lobby by pressing "9" on their phone when talking to their guests.
- c. Owners shall notify Management at least 24 hours in advance of any scheduled repair or maintenance which will require admitting trades people to the building. It is the owner's responsibility to monitor entry and exiting of their trades people.
- d. Any common area lock or other element needing repair should be reported to the Facility Manager immediately.
- e. Residents who wish the Facility Manager to allow someone into their unit while the resident is absent may leave a key, written permission and any special instructions with the Facility Manager.

- f. The Facility Manager will receive packages, deliveries, registered mail, etc. for residents once a consent and release of liability form is signed and is on file.
- g. Agents and employees of the Association or Manager are not responsible for personal property left in their care or custody.

3. VEHICLE PARKING INSTRUCTIONS. Common element and limited common element parking spaces are restricted to use for parking of operable passenger motor vehicles such as automobiles, light trucks and passenger vans. Boats, motor homes, trailers, campers or other recreational vehicles may not be parked or stored in parking spaces or other limited common areas. The Board may require removal of any vehicle (and any other personal property) improperly stored in parking spaces. If the same is not removed, the Board shall cause removal at the risk and expense of the owner thereof. Personal property (other than an operable motor vehicle) may not be stored in a parking space.

- a. **ASSIGNMENTS.** Each parking stall is assigned to a residential unit and is for the use of the occupant of that unit, his/her guests, visitors or service people.
- b. **MAINTENANCE.**
 - i. Each owner or occupant is responsible for maintaining his/her parking space(s) free of oil drips and debris. If it becomes necessary for the Association to have the space cleaned, the owner will be charged for the costs involved.
 - ii. Maintenance on a vehicle in the parking area is not permitted.
- c. **RENTAL OF PARKING SPACE / SPACES.**
 - i. A parking space owner may only rent his/her space on a month-to-month basis or for a term not less than 30 days to another resident owner. A copy of the rental agreement must be provided to the Board through the management company.
 - ii. The rental or lease term for a parking space shall automatically expire on the date the lease or rental agreement terminates, or on the date a unit owner disposes of his/her ownership interest in the unit to which the parking space is assigned.
 - iii. Resident parking is prohibited on P2 unless otherwise authorized.

4. COMMON DRIVEWAYS, HALLWAYS AND WALKWAYS. Common drives, walks, corridors, stairways and other general common elements shall be used exclusively for normal transit and no obstructions and/or decorations or other items shall be placed thereon or therein except by express written consent of the Board. The Board has approved small white stick-on doorbells and has allowed wreaths to be hung on unit doors without the use of nails from the day after Thanksgiving through January 15th.

5. DECKS AND PATIOS. No personal property may be attached, suspended, mounted, stored, or otherwise displayed on any deck or patio or on the exterior of same. Air-drying articles of personal property of any description is not permitted.

- a. **MAINTENANCE.** Each owner or occupant must maintain his/her individual deck in a state of general neatness and cleanliness.
- b. **PLANTINGS.** Each residential unit owner may put containerized plants and shrubs on his/her deck or patio so long as such plants do not obstruct the view of any other resident. Containers should be of a type that minimizes discharge of soil. Planting containers must sit in a water retention saucer.
- c. **RAILINGS.** Do not place barbeque grills, planters, pots or any other item on the deck wall or railing due to safety reasons, except that planters may be placed on the inside of deck railings in a manner which does not create any safety concerns and which does not affect the integrity of the construction of the deck wall or create a risk of moisture damage.
- d. **HANGING ITEMS.** Hanging items such as windsocks, flower baskets, wind chimes, bird feeders, etc. are not allowed due to wind/weather, structural, safety and noise conditions.
- e. **PERSONAL PROPERTY.** Personal property, other than normal patio furniture, may not be stored on decks or patios. Furniture and umbrellas should blend with the building. Gas and electric barbeques are allowed. Charcoal fires are strictly prohibited.

6. UNIT INTERIOR

- a. **STANDARD OF CONDITION.** Each unit owner shall, at his/her sole expense, have the right and the duty to keep the interior of his unit and its equipment, appliances, and appurtenances in good order, condition and repair. Each owner shall be responsible for the construction, alteration, maintenance, repair or replacement of any plumbing fixtures, water heaters, fans, heating equipment, electrical fixtures or appliances which may be in or connected with his/her unit.

- b. **STRUCTURAL.** Unit owner or occupant may not make any modifications or alterations to the unit that might adversely affect the structural integrity or sound transmission or the mechanical or electrical systems or diminish in any way, the viability or remaining useful life of any portion of the Condominium.
- c. **HARD SURFACES.** Any owner wishing to install hard surface flooring must obtain a copy of the Hard Surface Policy and adhere to the instructions therein.
- d. **AIR CONDITIONING.** Installation plans for air conditioning must be approved by the Board in writing. Guidelines for installation and use as well as a list of approved portable air conditioning units may be obtained from the Facility Manager.

7. UNIT OWNER RESPONSIBILITIES.

- a. The owner must inform the Board through the managing agent of any significant remodeling or construction work to be done in their unit. The owner should also provide the name and phone number of the contractor involved prior to beginning work.
- b. Tools, equipment, and materials to be used during the course of remodeling or construction must be stored within the unit and not the common elements.
- c. The unit owner is responsible for any damage to, and cleanup of, any messes, spills, leaks or debris left in any of the common elements or limited common elements. Expenses related to these matters will be charged to the unit owner.
- d. All combustible petroleum or other environmentally hazardous materials used during the course of construction should be properly disposed of by the contractor or owners. Such materials may NOT be placed in the dumpsters.
- e. 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 the dumpsters.
- f. Work (including setup and cleanup) of the type described above, causing noise, dust, fumes, clutter, or continued use of the elevator may only be done Mondays through Fridays between the hours of 8 A.M. and 5 P.M. The Board may elect to waive this restriction under special circumstances. A copy of the Construction Rules may be obtained from the Facility Manager.

- g. Owners are required to properly maintain their fireplaces particularly to prevent discoloration of the exterior of the building.

8. BUILDING EXTERIOR APPEARANCE. In order to preserve a uniform exterior appearance to the building, and the common and limited elements visible to the public, the Board shall require and provide for the painting and other decorative finish of the building, lanais or patio/yard areas, or other common or limited common elements, and prescribe the type and color of such decorative finishes, and may prohibit, require or regulate any modification or decoration of the building, lanais, patio/yard areas or other common or limited common elements undertaken or proposed by any owner. This power of the Board extends to screens, doors, awnings, rails or other visible portions of each unit and building. Unit window coverings (including draperies, blind, shades, etc.) visible from the exterior or from common elements must be white. No personal items may be placed in common areas.

9. EFFECT ON INSURANCE. Nothing shall be done or kept in any unit or in the common or limited common element which will increase the rate of insurance on the common elements or units without the prior written consent of the Board. No owner and/or occupant shall permit anything to be done or kept in his/her unit or in the common or limited common elements which will result in the cancellation of insurance on any unit or any part of the common or limited common elements, or which would be in violation of any laws.

10. SIGNS. No sign of any kind shall be displayed to the public view on or from any unit or common or limited common element without the prior consent of the Board; provided, that temporary placement of signs is allowed, at a space designated by the Board, indicating that a unit is for sale during the day any Open House is being held, not to exceed 8 hours. Bulletin postings must be approved by the Facility Manager.

11. PETS. Domestic household pets, such as dogs and cats, may be kept by unit owners; provided, that the keeping of pets shall be subject to such reasonable rules as the Board may from time to time adopt. The Board may require the removal of any animal which the Board, in the exercise of reasonable discretion, finds threatening or disturbing other unit owners unreasonably, and may exercise this authority for specific animals even though other animals are permitted to remain. Pets must be licensed by City of Kirkland or by King County.

- a. No animals shall be permitted in any unit, or in the common or limited common elements, whether as pets or otherwise, except for dogs, cats, fish or birds. Further, they are subject to all governmental laws, ordinances, and House Rules.
- b. Decks/patios and storage rooms shall not be used as a place to feed or kennel pets or other animals.

- c. Unit owners shall not permit the use of patio/balconies as a place for their pets or pets of their guests, tenants, and/or invitees, etc., to defecate or urinate.
- d. Pets shall not be allowed in any common elements unless carried in arm(s) or on a short leash. Under no circumstances shall animals be allowed on any lawn or planting area.
- e. Unit owners will be held responsible for cleaning up and/or any damage caused by their pets or by pets of their guests, tenants, and/or invitees.
- f. Pet owners shall control their pets so that barking, scratching and other noise does not disturb other occupants.
- g. The size of dogs kept in unit is not limited by these rules. However, the rules governing pet behavior will be strictly enforced.
- h. No more than two (2) pets may be kept in a unit.
- i. Pet waste accidentally “deposited” on common or limited common areas must immediately be picked up and properly disposed of. Feces must not be put into the Association dumpster (per King County Code, City of Kirkland Code and Waste Management / NW Snow King).
- j. Every unit owner and occupant shall at all times keep the common and limited common elements and his/her unit in a strictly clean and sanitary condition, free of rodents and pests, and observe and perform all laws, ordinances, and House Rules, including kennel laws and animal control laws.

12. THE EXERCISE ROOM.

- a. Children aged 14 and under must be accompanied by a parent, adult resident or baby sitter 18 years old or older at all times.
- b. Equipment in the Exercise Room is to be used in accordance with posted instructions for each machine.
- c. The users of equipment do so at their own risk of injury. The Kirkland Central Condominium Owners Association shall not be liable for any personal injury to residents or guests of residents or children.
- d. Do not drop equipment weights, bar bell or hand weights during or after use.

- e. No food is allowed in the room. No glass or breakable containers are allowed in the room. Pop cans or plastic bottles for liquids are authorized.
- f. Users shall clean the exercise equipment after use.
- g. Equipment is available to all residents on a first come, first served basis with a 30 minute limit on the use of any individual piece of equipment if others are waiting.

13. MISCELLANEOUS HOUSE RULES.

- a. **INDIVIDUAL GARAGE SALES.** The use of common and limited common areas for the purpose of staging sales of personal property (i.e., “Garage Sale”) together with signage indicating such activities is not allowed.
- b. **RECREATIONAL ACTIVITIES.** The common elements are not to be used as a recreation area for activities such as bike-riding, skate-boarding, etc.
- c. **ROOF ACCESS.** No unit owner, occupant or invitee, etc. shall be allowed on the roof without prior Board approval. Only management, contractors and Board or Committee members having a legitimate reason should ever be on the roof.
- d. **ELEVATOR PROTECTIVE PADS.** Elevator protective pads must be used when transporting furniture, appliances, carpets or other bulky construction materials. Unit owners are responsible for requesting the hanging of the pads.

14. INTRUSIVE ACTIVITIES.

- a. Activities that unreasonably impose on, detract from, or otherwise intrude on peaceful enjoyment of another unit owner are prohibited. The limitation includes, but is not limited to, noise, odors, smoke, particulate, vibrations, and any other activity which may be judged by the Board of Directors to be obnoxious, offensive, or annoying. Excessive pet noises are considered to be a violation of this section.
- b. The period from 10:00 P.M. to 8:00 A.M. shall be considered as quiet courtesy hours. During this period any activity that generates noise that unreasonably disturbs another resident in his or her unit is prohibited.
- c. The use, possession, or storage of fireworks is prohibited in or about the building.

- d. No firearms (including air guns) are to be discharged on the Property.
- e. Cigarette butts must be properly disposed of using appropriate receptacles. Littering is strictly prohibited.
- f. Except for storage in specified areas described in the Declaration or these Rules, bicycles, skateboards, roller blades and the like are not allowed in hallways, stairwells, sidewalks, elevators, garages, or the entry ways of the Condominium and the Building, or in the driveways, paved areas or landscaped areas of the Condominium.

15. TRASH CHUTE AND DUMPSTERS.

- a. All garbage must be bagged in heavy paper or plastic bags and securely fastened before depositing in the trash chute.
- b. Do not drop glass of any kind down the trash chute. Incandescent light bulbs should be placed in the trash dumpster.
- c. Cardboard boxes and heavy paper items are to be flattened, bagged or tied in bundles and placed in assigned dumpster in the recycle area. Large empty containers or other large items other than cardboard or packing material must be cut up, flattened and placed inside the assigned dumpster in the recycle area.
- d. Clean papers, bottles, cans and certain plastics must be put in the recycle container.
- e. Flammable materials or any liquids may not be deposited in the trash chute. Contact the Facility Manager for proper disposal instructions for such items.
- f. Contents of vacuum cleaner bags or disposable vacuum cleaner bag liners must be securely packaged as described above before disposing in trash chutes.
- g. Only normal household waste may be placed in the trash container.
- h. When disposing of Christmas trees, residents are responsible for cutting these up in no more than three (3) foot lengths. These must be tied in bundles and placed in an area assigned by the Facility Manager.
- i. Owners must dispose of remodeling debris, rugs, furniture, appliances, etc., off site. Such materials may not be placed in or by the dumpsters. Failure to comply will subject the owner/tenant to fines and proper removal costs.

16. TENANT SCREENING. This section is applicable to the rental of any unit except when the tenant is a parent, child or sibling of an owner, or a legal partner in ownership. An owner seeking exemption from Tenant Screening must provide written certification of the relationship to the Board as part of the application process.

- a. Any owner who wants to rent or lease must engage a Tenant Screening Service prior to entering into a Lease Agreement. The Service must take the following steps:
 - i. Obtain a consumer credit report on the Applicant;
 - ii. Verify the Applicant's employment for the last two years;
 - iii. Check the Applicant's rental history in its database and with all landlords during the last two years, either as reported by the Applicant or disclosed by the Service's investigation;
 - iv. Check the public records in the counties of the Applicant's residence for bankruptcy and unlawful detainer actions involving the Applicant;
 - v. Report such information as is disclosed by its investigation to the unit owner.
- b. If any of a.i. through a.v. above is not part of the screening report, the owner will separately verify this information and include it with the screening report to Board. The submission to the Board must include the name, address and telephone number of the Tenant Screening Service and Applicant's name.
- c. The Board will not evaluate the information or make any determination or recommendation as to the suitability of any Applicant. The selection of a suitable and appropriate tenant shall be the sole responsibility of the owner. The Board and the owner shall treat all information received in accordance with the requirements of the Federal Fair Credit Reporting Act and any other applicable state or federal laws and not disclose the contents of any report to the Applicant or any other person not permitted access to such information provided by the Service. Each owner submitting an application for screening shall sign a Non-Disclosure Agreement which spells out the signer's duties under the law with regard to the information provided by the Service.
- d. **WRITTEN LEASES.** All leases or rental agreements shall be in writing and be subject to the Declaration, Bylaws and House Rules. The Board, through the managing agent, must be provided a copy of the lease or rental agreement prior to allowing tenant or occupant to move in.

- e. **TENANT INFORMATION.** The names, phone numbers, and other Board-required information regarding the tenants and/or occupants, must be provided to the managing agent on behalf of the Board. As soon as reasonably possible, but in no case more than fourteen (14) days from the date of occupancy. Required information includes emergency telephone numbers, description of vehicles and licenses, description of pets and license numbers and possibly more, should circumstances require it. This information can be very important in case of emergency and to provide notification regarding rule changes, meetings, maintenance and repair, etc.
- f. **RULED PROVIDED-STIPULATION.** Unit owners or their agencies are required to provide a copy of the Association's House Rules to their prospective tenants prior to move-in. Unit owners further agree to require each and every tenant to read and sign a Board-approved amendment to the lease or rental agreement that stipulates compliance with all the Association's governing documents. The tenants will agree to comply with the provisions of the Declaration, Bylaws and House Rules of the Association.
- g. **TENANT DEFAULT.** Any failure of a tenant to comply with the terms of the Declaration, Bylaws or House Rules of the Association shall be considered a default under the lease or rental agreement. In the case of such a default, the Board can require the owner to evict the tenant.
- h. Absentee owners must keep the management advised of their current address.
- i. **NO TRANSIENT PURPOSES.** With the exception of a lender in possession of a unit following a default in a mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of a foreclosure, no unit owner shall be permitted to lease his unit for hotel or transient purposes which shall be defined as renting for any period less than one (1) year. If a lease is broken the unit may not be re-rented until a year has expired from the onset of the lease.
- j. **RESPONSIBILITY.** The unit owner will be held responsible for any damage to common elements or limited common elements caused by the tenant(s) or tenant's invitees whether or not the tenant was in violation of the rental agreement or any rules or regulations. Rental of a condominium unit does not constitute a waiver or relinquishment of the unit owner's responsibilities as specified in the Declaration and the Bylaws.
- k. **MOVE IN FEE.** A non-refundable fee of **\$500** will be charged to the unit each and every time a new owner, occupant, or tenant moves into a unit. This move-in fee is an assessment against the unit and will be collected at escrow from a new owner, or paid by the unit owner at the time a new occupant moves in.

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

Elevator pads are required when elevators are used for moving, The Facility Manager will arrange for the padding of the elevator.

17. **SECURITY.** By working together as neighbors, we can be more secure.
- a. Do not let any person not known to you into the building.
 - b. Report the presence of any suspicious person on the premises to the Police (9-1-1).
 - c. Do not leave any outside access or storage door propped open and unattended.
 - d. Be sure any outside access door closes securely after you have passed through it.
 - e. Make sure the garage door closes completely before driving away from the building or driving to your parking stall to prevent unauthorized access.
 - f. Keep unit doors closed and locked.
 - g. Keep your vehicle locked while parked in the garage.
 - h. Remove all personal belongings from your vehicle when not in use.
 - i. Immediately investigate and promptly report to the Fire Department, Police, managing agent, or proper governmental agencies, any unusual water, noise, smell or other indication that something might be awry.

18. **INSURANCE/DAMAGE.**

- a. An Owner is responsible for the deductible on any insurance claim.
- b. The Association's insurance policy is intended for use on claims caused by Common Element facilities (e.g., common area plumbing problems, roof, etc.). It is not intended to protect an individual Owner against damage caused by or to his/her negligence. Each Owner must individually protect himself/herself against such losses to his/her own and other Owners' property and cover the Association's insurance policy deductible which is \$5,000. The responsibility for repairs to the interior of any Unit is that of the Owner.

- c. No Owner shall repair anything that is the responsibility of the Association. Needed repairs are to be reported to the President of the Board or the Manager immediately.

19. FIRE REGULATIONS.

- a. Fire doors must remain closed at all times. This is particularly important in regard to exit stairways.
- b. No storage or accumulation of material is allowed in ANY area of the building, including units that may constitute a fire hazard, increase the rate of insurance, cause cancellation of insurance or violate any law, ordinance, regulation or rule of the City of Kirkland and/or State of Washington.
- c. In the event of fire, elevators are not to be used. Exit the building by stairwells that are clearly marked with lighted Exit signs on each floor. All residents are required to follow prior written as well as voice instructions of the building Fire Director and Fire Department personnel.
- d. Individual unit smoke detectors are not connected to the building fire alarm system. Each resident is responsible for testing and maintaining the apartment smoke detectors.
- e. Elevator doors will close in an emergency.

20. ENFORCEMENT/DUE PROCESS.

A. GRIEVANCE/FINE PROCEDURE

1. Disputes among neighbors are not the concern of the Board, unless a violation of the Declaration, Rules and Regulations, or federal, state, or local laws involving Associations are involved. Personality conflicts are not under the purview of the Board.
2. All communications regarding the condition and operation of the Association and concerning these Rules and Regulations, including changes requested, shall be directed to the Board. Proposed changes in the Rules and Regulations shall be submitted in writing.
3. Fines are to be assessed for any violation of the Rules and Regulations as determined in the sole and exclusive discretion of the Board (subject to any requested notice and opportunity to be heard pursuant to state law). Fines may also be imposed for any violation of the Declaration in the Board's sole and exclusive discretion. The following is current fine schedule:

First Violation \$100.00 per violation, per occurrence, per day
(i.e. if two dogs of one Owner each leave two piles of dog droppings on a Common Area in violation of the Rules and Regulation, that Owner shall be fined \$400.00 per day the droppings are not removed.)

Second Violation \$200.00 per violation, per occurrence, per day

Third Violation \$300.00 per violation, per occurrence, per day

Further Violations At the Board's discretion, but not less than \$300.00 per violation, per occurrence, per day.

(A violation includes not obtaining written Board approval prior to taking action under the Declaration or these Rules and Regulations, or acting in violation of a Board decision, per day for each day Board approval was not forthcoming, or each day that one acts in violation of Board rules .)

If there is a speeding violation, or other rules violation which by its nature, occurs only at one time, and said violation is repeated, the First Violation is \$100.00, the Second Violation is \$200.00, the Third Violation is \$300.00 and thereafter the fine shall be doubled for every subsequent violation.

There are other additional fees (which are not fines but administrative charges).

4. All fines imposed will be assessed within a reasonable period and will be placed on the Owner's Assessments as a special assessment within 30 days, or at the time of the next assessment (whichever is earlier) pending the outcome of any request for Notice and Opportunity to be Heard.

5. Fines are due immediately upon assessment pending final order from the Hearing Board. If the fine, or any part of any special or regular Assessment is not paid when due, it is handled as a delinquent assessment under the Declarations, and an additional \$50.00 shall be added as a late charge for each month until all of the Assessment, fines, late fees, interest and attorney's fees and costs of collection (all of which are Assessments) are paid in full. Partial payments or payments shall be deemed payment on account. In addition, a default interest rate of 1% per month on all amounts owing shall be assessed as well. Collection of any fine will be performed as a collection of any Assessment, pursuant to the Condominium Declarations.

6. The Board is authorized and empowered to investigate, hear and determine complaints concerning violations by any owner, tenant or occupant of the Declaration, Bylaws, rules, regulations or enforcement procedures ("Governing Documents") or of any decision of the Board made as provided in the Governing Documents. The Board is further authorized and empowered to impose a fine as may be allowed herein in an amount not to exceed the maximum rate established by resolution of the Board on any person who it finds to have violated the Governing Documents.

B. COMPLAINT PROCESS

The complaint process shall be undertaken substantially as follows:

If by an Owner these two steps are recommended but not required:

a. Make personal contact with the party to make them aware that you are being disturbed and ask them to discontinue the offensive behavior.

b. If you do not feel comfortable making personal contact, please report the offensive behavior by phone to Property Manager and follow up by submitting a formal complaint in writing.

If by a Board Member or Property Manager:

c. The Board and/or Property Manager will promptly investigate the claim (and will determine if it should proceed with or without a written complaint), and if the complaint is substantiated, the Property Manager will send a letter to the offending party indicating that they have violated the Declaration, Bylaws, or Rules (“Governing Documents”) and/or Board or Hearing Board Decision. The letter shall identify the specific provisions of the Governing Documents or decision of the Board which the respondent is alleged to have violated. The letter shall state as many of the specifics as are available regarding time, date, location, nature of violation, persons involved, etc. The letter shall also state the efforts which were made to resolve the matter informally, if any, and that fines will be imposed if said behavior is not stopped. No warnings need be given. The distribution of these Rules and Regulations is sufficient warning/notice of the rules and fines.

C. RIGHT TO APPEAL

Within fifteen (15) days of service on or delivery to the respondent of the letter, the person accused of the violations (“respondent”) may deliver a request for an appeal to the Board, as the respondent’s opportunity to be heard. In such case, imposition of the fine will be suspended pending determination of the appeal by way of a hearing before the Board. Service or delivery of the letter shall occur by leaving same with the respondent personally, by leaving same with a person of suitable age and discretion at the respondent’s residence, or shall be deemed to occur three (3) days after deposit of the letter in the first class mail addressed to respondent at his or her last address known to the Association, or the Unit address. The request for appeal will not be deemed to have been delivered until actual receipt by the Association’s Secretary or the Association’s managing agent. A failure of the respondent to respond to the letter within fifteen (15) days will constitute a waiver of the respondent’s right to notice and opportunity to be heard, and respondent will be deemed to have admitted to the facts contained in the letter.

D. DEFAULT

Failure of one party to appear at the scheduled hearing, where that party prior to the hearing has failed to show good cause when the hearing should be re-scheduled, does not preclude the Board from proceeding with the hearing, receiving evidence from and hearing arguments by the other party and making a decision in the matter. Upon failure of the respondent to appear, the Board may, in its discretion, reinstate the fine or fines. A failure of the respondent to appear constitutes a waiver of the respondent's right to notice and opportunity to be heard, and respondent will be deemed to have admitted to the facts contained in the letter.

E. HEARING PROCEDURE

1. The hearing shall be heard pursuant to Section 15.5 of the Declaration by a Hearing Board. The Association's attorney may or may not be present at the hearing Board's sole and exclusive discretion. The respondent shall appear in person or by a duly authorized representative. The President, or in his or her absence, the Vice President, shall preside over the conduct of the hearing and shall make any necessary evidentiary rulings. The hearing shall be informal. At the beginning of the hearing the President shall explain the rules and procedures by which the hearing is to be conducted.

2. The order of proceedings shall be as follows:

- a. Each party to the proceeding is entitled to make an opening statement.
- b. Each party is entitled to produce evidence, witnesses and testimony. The other parties are entitled to cross-examine any witnesses and the opposing party.
- c. Each party is entitled to make a closing statement.
- d. Any member of the Board may question any party or witness. The Board members may, on their own motion, call additional witnesses or secure tangible evidence.
- e. Each party has the right to representation by counsel at his or her own expense. Respondent must advise the Association at least five days in advance of intent to bring their own counsel. Failure to do so shall allow the Board to continue the hearing until the Association's counsel can be present.
- f. Either party or the Board may cause the hearing to be transcribed at his / her or their own expense.

3. Decision and Order:

a. As soon as possible, but in no case more than ten (10) days after the close of the hearing, the Board shall meet in executive session to deliberate and reach a decision. The decision of the Board shall be in writing and, if a violation is found, shall state the particular violation(s) found.

b. Upon a decision that a violation has occurred, the Board may order that the respondent shall do or refrain from doing any act necessary to cause the respondent to comply with the provisions of the Governing Documents and/or any decision of the Board. The order of the Board shall become effective ten (10) days after it is served on the respondent in the manner provided above, unless the Board otherwise provided in its order.

c. The Board may provide in its order for the imposition of a reasonable fine not to exceed the maximum amounts set from time to time by resolution of the Board. The fine may include a daily fine in the event that the respondent does not comply with the order of the Board, including the payment of the fine, within the allotted time. The Board may also provide in its order that the non-prevailing party shall reimburse the costs of the Association in connection with the proceeding. Any fine or charge so imposed by the Board shall be the personal obligation of the person against whom it is imposed, shall constitute a lien upon the condo, owned or occupied by that person, and may be collected in the manner provided in the Declaration in the same manner as for assessments.

d. The decision of the Board shall be served on each party to the matter forthwith in the manner provided above. A copy of the decision and order shall be sent to the Secretary of the Association and shall be included in the books of the Association.

4. Failure to comply with a provision of the Governing Documents or a Board Decision, or to comply with a decision of the Board following notice of a violation and an opportunity for a hearing, shall be sufficient grounds for an action to recover sums due for damages, which shall include any fines levied by the Board and any costs incurred by the Association in connection with the proceeding before the Board, maintainable by the Association (acting through the Board on behalf of the owners). Such failure shall further be grounds for the issuance of injunctive relief in such an action. Nothing contained in the Declaration shall be deemed or construed as a waiver of the Association's right to bring an action as provided in this Section without first exhausting the Association's internal enforcement procedures in cases where the Board deems immediate legal action to be necessary or appropriate. In any action brought as provided in this Section, the prevailing party shall be entitled to recover as part of its judgment a reasonable sum for its attorney fees, costs and expenses of proceeding. All Assessments are collected pursuant to the Declarations.

i. Fees

Monthly Assessment Late Fee	\$30
Returned Check Fee	\$35
Move-In Fee	\$300
Resale Certificate Fee	\$150

The House Rules have been adopted by your Board and may be amended as necessary from time to time. Please remember that the purpose of the House Rules is to serve as guidelines for those of us who live here and to do so in a safe, peaceful and comfortable manner.

These rules were adopted in accordance with the Declarations and Covenants for the Kirkland Central Condominium Association on September 22nd, 2007, by the Board of Directors. These rules were approved by electronic vote.

Revision regarding the Move-In/Move-Out Fee was adopted in accordance with the Declarations and Covenants for the Kirkland Central Condominium Association at the September 8, 2008, meeting of the Board of Directors. These rules were approved by those present at the meeting.