

**HOUSE RULES OF THE
KIRKLAND CENTRAL CONDOMINIUM
OWNERS ASSOCIATION**

March 2018 Version

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 by the Board of Directors in September 2007. These rules were approved by electronic vote.

This version of the Kirkland Central House Rules contains amendments and additions approved by the Board through March 2018.

Revision History

July 2017: This document was revised to make it more user friendly, and to update the contents to reflect the most up to date information.

- The latest Pet rules dated 13 May 2013 were incorporated – clauses k-through m were added to Section 11. Pets.
- Changes were made to reflect a 23 March 2017 Administrative Resolution – added clauses g, h & i to Section 14. Intrusive Activities; added clauses j-through-m to Section 17. Security; and added a new Section 19.5 Compliance with the Law.
- Added a new Section 21 providing a list of attachments to this document.
- The latest Hard Surface Flooring Rules (dated November 7, 2011) replaced an obsolete version in the Attachments.
- An Administrative Resolution regarding Move-in/Move-out Policy was added to the Attachments.
- A Revision History page was added to facilitate tracking updates to this document.
- A table of contents and page numbers were added.
- A minor reformatting of the document was done, and typographical errors were corrected.

March 2018: This document was revised to make further changes to Section 11. Pets. Minor changes were made to clauses 11.1 and 11.m, and a new clause 11.n was added. The table of contents was revised to reflect changes to page numbers caused by the additions to Section 11.

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**HOUSE RULES OF THE KIRKLAND CENTRAL
CONDOMINIUM OWNERS ASSOCIATION**

Adopted September 20th, 2007

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 buildings, 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 Floor Policy and Rules 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.
- k. Owners of pets who will be in the Common or Limited Common areas of the building must maintain a personal liability insurance policy with no exclusions for damage or injury caused by pets, with policy limits required in Amendment #3 of the Declaration, and naming the Kirkland Central Owners Association as additionally insured.
- l. All pets residing at Kirkland Central must be registered with the building manager. Any new pets must be registered with the building manager within 7 days of taking residence.
- m. The size of dogs kept in unit is not limited by these rules. However, no dangerous breeds are allowed including, but not limited to, Pit Bull, Rottweiler, Doberman Pinscher, Alaskan Malamute, German Shepherd or any mix of over 1/4 of any of these breeds. Residents who lived at Kirkland Central prior to 9/30/2013, and owned pet(s) listed above, may keep the pet(s) at Kirkland Central until the death of such pet(s).

- n. The following items were added in the March 2018 revision:
- i. All pets must have current immunizations (or note from veterinarian excusing the requirement).
 - ii. Pets shall not be kept, maintained or bred for commercial purposes in any Unit.
 - iii. Renters or lessees are not permitted to have pets unless approved by the Unit Owner. The pet approval must be written into the lease agreement.
 - iv. Damage done by a pet to the property of another resident is a matter strictly between the pet owner and the person whose property is damaged.
 - v. "Visiting" pets staying more than 24 hours should be registered with the building manager.
 - vi. Expenses related to the removal of any offending animal, as described in the introduction to Section 11, above, will be paid by the owner of the animal, including reasonable attorney's fees (if any).

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.
- g. Quiet and peaceful enjoyment of our homes is a basic property right which no one has a right or privilege to deprive us of. If your neighbor complains of noise or an offensive activity, you have deprived him/her of this right.
- h. The Association is strives to provide an environment that is free of harassment, violence, and bullying. As such no Unit Owner, occupant, or guest, shall undertake a knowing and willful "course of conduct" directed at another Owner, occupant, or guest which seriously alarms them, annoys them; or harasses them; and serves no "legitimate or lawful" purpose; and would cause a reasonable person to suffer substantial emotional distress, and actually causes substantial emotional distress to them.

A "course of conduct" is a series of acts, over a period of time (however short), with an on-going purpose.

- i. Additionally, no owner or occupant shall bully other owners, occupants or visitors. "Bullying" includes intimidation and means any intentional written, verbal, or physical act, when the intentional written, verbal, or physical act:
 - Physically harms another or damages his or her or the Association's property, or places them in reasonable fear of harm or damage; or

- Has the effect of substantially interfering with an occupant's use and enjoyment of their Unit in the Association, or
- Is sufficiently severe, persistent, or pervasive that it creates an intimidating or threatening environment for the recipient; or
- Has the effect of substantially disrupting the orderly operation of the Association.

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. (Refer to Move-in/Move-out Policy.)

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 an 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.
 - j. Each Unit occupant is required to provide the Association's property management company with current phone number(s), addresses, e-mail addresses, vehicle information (make, model, year, license plate number), e-mail address(es), and any other contact information as the Association deems reasonably necessary. It is recommended that the Property Management Company be given daytime phone numbers, so Unit occupants can be reached in case of emergencies. Changes in residency must be reported immediately to the Property Management Company.
 - k. No loitering is allowed on the Common Elements.
 - l. It is the Owner's responsibility to ensure that the Unit complies with federal, state, and local law regarding smoke detectors, carbon monoxide detectors and other sensors. The Owner shall not do anything that

impedes the proper functioning of required detectors. If the detectors have battery backup power, it is the Owner's responsibility to replace batteries.

- m. Any damage and/or loss due to breach of security (e.g., leaving exterior doors open/unattended, or letting unknown persons into secured buildings) will be the sole responsibility and liability of the owner of the Unit whose occupants or guests are responsible for the breach.
- n. Notify property management company or a Board member about any door or gate that is not closing or latching properly.

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 \$10,000. 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.

19.5 COMPLIANCE WITH THE LAW:

- a. No illegal use shall be made of the property in the Condominium or surrounding property (collectively, the “Property”). No commercial use may be made of any Unit or Common Elements in the Condominium without the express prior written consent of the Board.
- b. No activity shall be conducted on any part of the Property that shall unreasonably interfere with the use and enjoyment of any other parts of the Property. No illegal activity shall be conducted or allowed to be conducted on the Condominium. Illegal activity is anything that is a violation of federal, state, or local laws or ordinances.
- c. Guests, delivery personnel, employees, etc., will not be admitted to a Unit without prior authorization by the Owner.
- d. No smoking shall be allowed in any Common Elements or Limited Common Elements of the Condominium. Occupants can smoke on the deck attached to their Unit. However, the Association may restrict smoking on some decks but not others, at its sole and exclusive discretion, if a complaint is received about smoking on a particular deck. This includes tobacco, marijuana, electronic vapor devices, or any other item that produces smoke or gasses. The Association considers second hand tobacco smoke to be noxious, offensive, and a health hazard to anyone exposed to it. While recent state laws have allowed use of marijuana and a possession of a small amount of marijuana, and there are medical marijuana statues in Washington, there shall be no growing, cultivation, or distribution, of marijuana anywhere in the Condominium or in the Units.

Smoke or odors from within a Unit shall not be allowed to escape into Common Element areas, including but not limited to, stairwells.

The Board reserves the right to require an Owner to purchase, install and use one or more air purifiers in rooms in which smoking or odors may be produced in Units, if a complaint of smoking or odor is made against their Unit. The Board also reserves the right to require an Owner in the complaining Unit to purchase, install and use one or more air purifiers in rooms in which smoking or odors may affect the Owner.

Smoking includes the smoking of cigarettes, pipes, hookahs, and similar devices, as well as the use of vaporizers, including but not limited to e-cigarettes, vape pens, or other similar devices. In addition, smoking includes the use of tobacco and non-tobacco products, including without

limitation, marijuana, herbs, concentrates, and oils or other products commonly used in vaporizers.

Additionally, there shall be no use of, or burning of, incense on any Common Elements or Limited Common Elements of the Condominium (which shall include decks).

While recent state law legalized the possession and use of small amounts of marijuana, the use and possession of marijuana, even in small amounts, is still illegal under federal law. As such, the smoking of marijuana as defined in RCW 69.50.101 as amended, is specifically prohibited in any Common Elements or Limited Common Elements of the Condominium (which shall include decks). Further, the use, growing, manufacture, delivery, or possession of marijuana, and any controlled substance under either state or federal law, is strictly prohibited on Common Elements or Limited Common Elements.

- e. No illegal or flammable materials may be stored in any Unit or any Common Elements or Limited Common Elements.
- f. No hobby or businesses involving power tools or construction equipment that causes any vibration or noise that may be felt or heard in any other Unit may be maintained in any Unit.
- g. Each Owner is obligated to fully advise any Unit occupant, or any guests of the Unit, of the terms and provisions of the Governing Documents that apply to the Unit occupants'/guests' conduct. Owners are responsible at all times for the conduct of the Unit occupants and guests, and in assuring their compliance with the Governing Documents.
- h. It is the responsibility of each Owner to know the terms and provisions of the Governing Documents of the Association. Unit occupants 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.
- i. Each Unit occupant shall also comply with the provisions of the Governing Documents 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.
- j. Agents and employees of the Association or Manager are not responsible for personal property left in their care or custody.

- k. All posted rules, notices, and speed limits are made part of these Rules and Regulations and are incorporated herein by reference.
- l. No violation of any applicable law or ordinance of the city, county, state, or federal government will be tolerated. No acts or omissions shall be permitted which would place the Association and/or its Unit occupants in violation of any law or ordinance. Any violation of the law or other posted rules or notices shall be deemed a breach of these Rules and Regulations and the Owner may be fined accordingly.
- m. The Board may take any legal action appropriate to remedy or penalize a violation of these Rules and Regulations, the Bylaws, or the Declaration.
- n. Owners shall be financially responsible for all damages caused by their Unit occupants and guests of the Unit, and for any fines imposed as the result of the conduct of the same. All fines or other damages are defined as Assessments in the condominium Declaration, and are collectible as such under the Declaration.
- o. If the police are called to investigate any legitimate complaint, by a Unit Owner, Unit Occupant, or guest of the Unit, the Owner of the Unit related to said complaint shall be subject to the appropriate fine(s) for violation of these Rules and Regulations regardless of whether or not ultimately convicted of an offense.

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 Regulations, 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 – make sure to identify yourself by name and unit number.

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.

5. Fees

Monthly Assessment Late Fee	\$30
Returned Check Fee	\$35
Move-In Fee	\$500
Resale Certificate Fee	(as set by management co.)

21. Attachments to the Kirkland Central House Rules:

Construction Rules
Hard Surface Flooring Rules
Move-in/Move-out Policy

Attachment to House Rules:



CONSTRUCTION RULES

In order to protect and maintain the structural, electrical, mechanical, plumbing and other operating systems of the building, and to protect the reasonable use, enjoyment, and preservation of Units, Unit owners and residents must abide by the following rules for redecorating and remodeling.

The Board will adopt explicit rules for modifications that have potential to impact building systems, for example, structural, electrical, mechanical, and plumbing systems, or to impact neighboring Units, such as Hard Surface Flooring. These explicit rules will be specified in these House Rules and modified from time to time at the Board's discretion.

All determinations of the Board pursuant to these Rules shall be final and binding on all owners and residents. Except as permitted under the following rules, no Unit owner or resident may in any way redecorate, remodel or otherwise modify an Unit without specific written approval by the Board of Directors.

- A. Unit owners may refinish surfaces with the same material, including but not limited to, carpet to carpet, paint to paint, without Board of Director approval. These rules specify the use of the same materials since substitution of other materials may damage the building and/or inconvenience other residents, for example, the living areas of Units were originally furnished with carpeting to minimize sound transmission.

Any substitution of another type of floor covering could result in unacceptable noise in other Units. The Board may order any current or past installation of substitute materials that result in complaints and/or building damage to be removed in favor of original materials. (For further explanation, please see the Hard Surface Flooring Rules)

- B. Only contractors licensed in the State of Washington may perform work in the building. As a part of the remodeling proposal, the Unit owner must submit the following information to the Resident Manager for each contractor and subcontractor to be performing work in the building prior to initiation of work:

1. Company name, address, and telephone number.
2. Company owner's name, address, and telephone number.
3. Company / Contractor license number
4. Provide copies of license(s), proof of bond and insurance, *naming the Association as additionally insured.*

- C. A "Remodel/Redecoration Application and Agreement" must be completed for any redecorating, remodeling or other modifications to an Unit, not listed in "A" above, and submitted to and approved by the Board of Directors prior to commencement of any work. The proposed project must contain a detailed description of the planned work, including the timeline for completion, all materials to be used and the estimated cost of each project component (e.g., electrical, plumbing, painting, wall relocation, and installation of floor covering). Any proposed modification to the Unit's electrical, mechanical, structural, plumbing, venting, or any other operating system of the building, must be described in detail.
- D. At any time prior to the Board's issuance of written approval or rejection of a project, the Board may request the owner submit additional plans, specifications, or reports of engineers, architects or other experts, as the Board deems necessary in its sole discretion.
- E. Until the Board, in a duly authorized resolution, provides its specific written approval, a project shall not be considered approved. The Board will make a good faith effort (but is not obligated) to respond to all project requests within 30 days after the submission of a completed (in the opinion of the Resident Manager) application, and after submission of all additional requested plans, specifications, or reports.
- F. All costs and expenses relating to any proposal, including the obtaining of plans, specifications or reports requested by the Board of the owner, or any Board attorney fees, expert fees and costs, shall be borne exclusively by the owner.
- G. In no event shall any modifications to any portion of the condominium building be permitted which would overload or impair the floors, walls, windows, or roofs of the building, or otherwise cause any damage to the structure or cause any increase in the ordinary premium rates, cancellation or invalidation of any insurance relating to the building maintained by or for the Board of the Association. Nor may any owner or resident install any wiring or other device for electrical or telephone installations, television, machines, or other equipment or attachments onto the exterior of the building or protruding into or through the walls, floors, windows, doors, ceilings or roofs of the building or any Unit.
- H. The owner shall comply with all permit requirements, including posting of permits.
- I. The Board has the authority to require periodic inspections of the work-in-progress and completed work, including but not limited to, inspections of electrical, plumbing, mechanical, and flooring installations. The owner may use only those inspectors authorized by the Board. All costs related to these inspections are the responsibility of the owner and shall be paid in advance as a portion of a Performance Deposit in an amount to be determined by the Board. No project will be considered to be complete until all the components of the

work have been approved by applicable Board-authorized inspectors. With the exception of hard flooring installation, the Resident Manager may waive inspection (for example, structural, electrical, or plumbing), subject to inspection by the permitting jurisdiction.

- J. All work, either requiring Board approval or not, shall be performed Monday through Friday between the hours of 9:00 a.m. and 4:30 p.m. No weekend work is allowed.
- K. Contractors must access the building through the basement entrance and are not to enter the building through the front door lobby.
- L. The Moving and Building Security rules apply for all remodeling and redecorating projects and it is the responsibility of the Unit owners and residents to inform contractors of these rules. Elevator padding is to be used when transporting materials and tools. Contractors must notify the Resident Manager in advance of moving large amounts of materials.
- M. All project timelines are subject to Board approval. All projects must be complete, including all inspections, within six (6) months from the date the project was approved by the Board. In the event the project is not complete by the project deadline, all work must cease and the owner must submit a new application to the Board and pay all associated fees as if it were a new project.
- N. Contractors are responsible to return the common area to its proper condition (clean and tidy) and the end of each work day. This includes, but is not limited to, corridors, elevators, and basement entry. No storage of materials or equipment is allowed in the corridors.
- O. Unit owners are responsible to pay the cost of any damage to the Condominium premises or disruptions to the Condominium services caused by the Unit owner, resident or contractor completing the work for the owner or resident, plus a surcharge to be determined by the Board. Failure to promptly pay the cost and surcharge within 10 days of written notice by the Property Manager will result in an order from the Board to immediately stop work. If work does not immediately cease, the Board shall impose a fine, pursuant to its fine schedule ("Fine Schedule").
- P. All construction debris, appliances, and furniture must be removed from the premises and may not be deposited in the dumpsters or other trash or recycling receptacle. The Unit owner will pay the cost and a surcharge for correction, restoration, or general clean-up required as a result of any act and/or omission of any contractor. (See Fine Schedule)
- Q. No owner shall be permitted to subdivide or combine any portion of the Condominium premises except in compliance with the Declaration.
- R. Flooring Modifications. See Hard Surface Flooring Policy and Hard Surface Flooring Rules.



HARD SURFACE FLOORING RULES

Declaration Provision:

Article 25.3 of the Kirkland Central Condominium Declaration provides that an owner “. . . **may not change** the flooring from carpeting to hard surface flooring in a portion of the Unit that is over another Unit **without the prior written approval of the Board and the Owner of the Unit below**, which approval may not be unreasonably withheld.” The Article further provides that the Board “. . . may require a report from an acoustical engineer, the use of an acoustical mat or insulation under the flooring of the unit and/or maintenance of carpeting over specified areas of the Unit.”

In addition to those rules set forth in the Construction Rules promulgated by the Board, the following rules apply specifically to the installation, repair, removal, alteration, or any other change to hard surface flooring in a Unit.

1. Prior to any changes and/or repairs in the flooring of one’s unit, the Owner is required to contact the Board to determine if the Declaration Provision above is affected.
2. If there is a change from carpeting to Hard Surface Flooring and/or repair of any Hard Surface Flooring per the above Declaration Provision, the Owner shall first obtain the written and notorized approval of the Owner of the Unit below.
3. The Owner shall submit to the Board a complete application for approval of a proposed Hard Surface Flooring repair or new installation at least thirty (30) days before the anticipated start of work.
 - a. The applicant must give the Owners of the Unit(s) directly beneath the areas where flooring will be installed written notice of the proposed installation. The notice must state the nature and scope of the proposed installation. The notice may further state that, while the Owner of a Unit below applicant’s Unit has a right to withhold approval of the flooring installation, that approval may not be unreasonably withheld and that an Owner’s refusal to cooperate in conducting any acoustical testing described in this Policy may constitute an “unreasonably withholding” approval.
 - b. Each application shall include two (2) copies of the following:
 - 1) A completed application form.
 - 2) A flooring plan showing the location(s) within the Unit where flooring will be installed.
 - 3) A sample of the flooring material(s) and sound attenuation underlayment materials proposed to be used.

- 4) Product acoustical data, if available, that demonstrates that the completed installation will satisfy the FIIC 55 or better performance standard established by Board Policy (where footfall noise is barely audible).
- 5) The written and notarized consent of the Owner of the Unit directly below the applicant's Unit, consenting to the proposed installation, as required by Section 25.3 of the Declaration. (If such written and notarized consent is not submitted with the Application, the applicant shall submit a written explanation for the absence of that consent and shall state a date by which applicant anticipates applicant's submission of that consent.)
- 6) Applicant shall deposit with the Board an amount designated as a Performance Deposit to the Association in an amount to be determined by the Board, which at a minimum shall cover the estimated cost of acoustical testing described herein, and to remove any non-compliant installation and install carpets and pads. The Board shall have the right to use the Performance Deposit for such purposes.
- 7) Relevant information on the contractor that will install the material, including copies of the contractor's current license, bond and insurance certificate naming the Kirkland Central Owners Association as additionally insured on the contractor's insurance policy.
- 8) Such other information as the Board, in its discretion, may require be submitted in connection with a specific application, so that the Board is more fully informed about the nature of the proposal and about the possible impact of the completed installation on the residents of the Unit below applicant's Unit.

4. Upon receiving a complete application, the Board will review the application and apply this Policy to arrive at its decision to approve, approve with conditions, or deny the application. The Board may visit the Unit below applicant's Unit and may also visit the applicant's Unit to confirm what flooring materials were present in applicant's Unit before installation of new flooring commenced and to better understand how the proposed flooring installation may affect residents in the Unit below applicant's Unit. The Board will mail or deliver a written decision on the application to the applicant within thirty (30) days of the Board's receipt of a complete application from the applicant.

5. Applicant shall complete installation in strict compliance with all terms and conditions, if any, contained in the Board's written approval decision.

6. The applicant who had the flooring installed bears the burden of establishing to the Board's satisfaction that the completed installation meets or exceeds the FIIC 55 or higher performance standard. (The Board may, in its sole discretion, allow a variance of not more than 3dB in test results, in order to account for any testing anomalies.)

7. Some conditions that the Board may impose in its sole and exclusive discretion include but are not limited to:

a. If a product assembly has not previously been tested in accordance with Applicable Testing Procedures, the Board may require that a Qualified Engineer temporarily install a sample of the product proposed to be utilized by the Owner within the Unit, conduct the

testing under the Procedures, and prepare a report documenting that the product performs in accordance with the requirements of this Policy before installation.

b. The Board may condition its approval on the applicant completing this acoustical testing promptly upon completing installation of the flooring specified in the Board's written approval. The applicant shall demonstrate, through submission of the results of such testing to the Board that the installed flooring performs in compliance with the Objective Standard established by this Policy. The Board may conduct a post installation inspection of the Unit to confirm that the actual installation conformed to the terms and conditions of its written approval.

8. The Board shall have the authority to require the Owner to conduct the required post-installation testing at the Owner's expense to insure compliance with the sound levels described herein. If the test fails, the Owner is responsible to correct the installation deficiencies and retest at their sole and exclusive expense.

9. The Board has the authority to remove any non-compliant installation and install carpets and pads using resources from the Performance Deposit. If the Performance Deposit is inadequate to remove the non-compliant installation and install carpets and pads, the Association has the authority to assess the owner for any additional costs and legal fees to accomplish this objective. Any Assessment shall be a special assessment and shall be collected in the same manner as special assessments in the governing documents.

10. Owners whose units abut the modified unit are required to permit their units to be used to perform the required noise compliance testing.

11. Pre-installation and post-installation inspections are required for all flooring installations to assure that only Board-approved changes were made.

12. The Board can act to assure compliance after the installation time period is exceeded. The owner can request an extension, if good faith efforts to complete a compliant floor installation are in evidence.

13. Any person who installs Hard Surface Flooring in place of carpeting and/or repairs, modifies, or alters any Hard Surface Flooring, without obtaining Board approval through the process set forth in these Rules, the Construction Rules or the Board Policy, or who fails to perform approved work in strict compliance with the terms and conditions of the Board's written approval plan, shall be subject to all remedial measures afforded to the Board and other Owners by law and by the Association's governing documents. The Association is authorized to file suit against any owner who changes flooring without following this procedure. The value of the suit will cover all costs, including legal costs, required to remove any non-compliant installation and install carpets and pads.

14. Remedial measures available for use by the Board in restoring compliance with flooring restrictions contained in the Declaration include, without limitation, (a) imposition of fines; (b) removal and replacement of the flooring by direct Board action, at the Owner's cost; (c) suing the Unit Owner for damages and/or for a court order compelling the Unit Owner to promptly bring the flooring into compliance with the Rules, the Construction Rules, the Board Policy, the terms and conditions of the Board's written approval plan; and/or (d) promptly remove the flooring and replace it with alternative flooring materials. All expenses associated with enforcing this Policy against a Unit Owner shall be born by the Unit Owner, as provided for by the Declaration.

Attachment to House Rules:

**ADMINISTRATIVE RESOLUTION #3
KIRKLAND CENTRAL CONDOMINIUM ASSOCIATION
RESIDENTIAL MOVE-IN/MOVE-OUT POLICY**

COMES NOW the undersigned members of the Board of Directors of Kirkland Central Condominium Association (the "Association"), and certify that the following resolution was duly adopted by the Board of Directors of the Association (the "Board") at a meeting properly noticed to all Board Members on the 13th day of July, 2009:

WHEREAS, section 15.2 of the Declaration for Kirkland Central Condominium Association ("Declaration") gives the Board the authority to exercise all powers of the Association; and

WHEREAS, Section 13.4.1 of the Declaration gives the Association the power to adopt and amend the Bylaws and rules and regulations; and

WHEREAS, Moving into and out of the Residential Units causes additional wear and tear on the Common elements of the building, including the elevators, hallways and entries into the building; and

WHEREAS, Moving into and out of the building requires supervision by a community representation to coordinate access into the building, elevator protection and access and to insure that there is no specific damage to the Common Element of the building after such move.

NOW THEREFORE BE IT RESOLVED, that the Association will adopt the following procedures for moving into and out of the residential portion of the building:

- 1) Any move into or out of the residential portion of the building will require advance scheduling with the building superintendent. Moves may be scheduled in a maximum of four (4) hour increments of time during normal Association business hours of Monday to Friday from 9:00 am to 5:00 pm. All moves must be completed before 5:00 pm. WEEKEND MOVES REQUIRE SPECIAL ARRANGEMENT AND ARE SUBJECT TO ADDITIONAL FEES TO COVER ANY COSTS INCURRED BY THE ASSOCIATION; and
- 2) A fee of \$500.00 must be paid prior to scheduling of a move into the building; and
- 3) A fee of \$300.00 must be paid prior to scheduling a move to another unit within the building; and
- 4) Failure to schedule a move into or out of the building will be considered a violation of the rules and regulations for the community and a fine of \$200.00 will be imposed on the owner of the unit; and

IN WITNESS HEREOF, we have executed this resolution this 13th day of July, 2009.


