

**WATERFRONT LANDINGS CONDOMINIUM  
HOUSE RULES AND REGULATIONS**

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## **WATERFRONT LANDINGS CONDOMINIUM HOUSE RULES AND REGULATIONS**

*These House Rules and Regulations are established to protect the rights of all residents and to preserve the attractive, uniform appearance of Waterfront Landings Condominium. The House Rules & Regulations apply equally to all residents, owners or renters, and have been approved by the Board of Directors in accordance with the Declaration and the By-Laws.*

*The “Condominium Declaration for Waterfront Landings” (“Declaration”) furnished to each owner at the time of purchase (and accepted by each owner as part of the purchase) and the Washington Condominium Act always take precedence over these House Rules. These rules do not violate existing city, county, state or federal laws and regulations. The Board of Directors (“Board”) will consider any written proposals to change these rules. A definition of terms is provided in Section 25 of these House Rules and Regulations.*

### **§ 1 Schedule of Fees and Penalty Assessments**

The Board of Directors has the authority under the Washington Condominium Act (WCA) of 1990 to use monetary fines to assure timely and consistent compliance with the Rules & Regulations. Three actions are required; first, the fine schedule must be provided to all owners; second, there must be written notice; and third, the person being fined must have an opportunity to be heard. Collectively these three steps comprise ‘Due Process’.

All owners are fully responsible for compliance with these Rules by their dependents, guests, tenants or other occupants of their unit. Owners are financially liable for any damage to WFL caused by their dependents, tenants, guests, or other occupants of their unit.

#### **1.01 Fees/Deposits**

- A. Common Element Keys – Common element keys and fobs are issued to each unit. A limited number of additional keys and fobs will be issued upon request and will require a deposit of \$50.00 per key. Lost keys will be replaced for a fee of \$100.00. An additional fob, if available, may be purchased for \$250.00. Lost fobs will be replaced for a fee of \$150.00.
- B. Move-in / Move-out – Residents must notify the management office of their intent to move in or move out. Moving times must be scheduled with the management office. There will be a \$150.00 non-refundable fee for all residents moving in or out of the complex Monday through Friday and a \$225.00 non-refundable fee for Saturday moves. A refundable deposit of \$250.00 will be assessed before the move and refunded if no damage results from moving activities. These fees apply to owners as well as renters or lessees, regardless of the length of the lease. The fees/deposits will be assessed to the owner.
- C. Additional Garage Fobs– Each unit will receive one garage fob at no charge. There will be a \$30 non-refundable fee for the second garage fob, a \$50 non-refundable fee for the third garage fob, and a \$150 fee for the fourth garage fob. There are no more than four garage fobs allowed per unit.
- D. Resale Certificates – A resale fee will be payable to property management and is non-refundable. The fee is \$150 if you pick up the resale certificate from the property management office in Redmond or \$175 if you have the resale certificate delivered to the Waterfront Landings Management Office.
- E. Clean Up Required in Club Room, Roof Terrace, or Other Common Elements – When cleaning is required in these areas, a fee of \$100.00 per hour will be assessed to the resident who used the room.

- F. Remodeling – A deposit of \$2,000 shall be charged for applicable remodeling activities. This will be refunded when work is complete if there is no damage to common elements or limited common elements. The cost of repair of damage to these areas will be deducted from the deposit.
- G. Fire Alarms and Extinguishers – A fee of \$200 per incident will be charged for setting off a false fire alarm or damaging a fire extinguisher.
- H. Defacing Property – A fee of \$500 or the cost of actual damages (whichever is higher) will be charged for defacing common elements or limited common elements.

1.02 Penalty Assessments

*Fines become assessments and collectable as stated in Article 17 of the Declaration and other parts as would apply. The Board determines violations and penalty assessments as stated in Section 24.0 of these House Rules. The following table outlines the fines associated with each violation level.*

	<b>Level 1 Minor Violation</b>	<b>Level 2 Moderate Violation</b>	<b>Level 3 Moderately Serious Violation</b>	<b>Level 4 Serious Violation</b>
1 <sup>st</sup> Incident	Written Warning	Written Warning	Actual Cost of Damages	Request Compliance + \$100
2 <sup>nd</sup> Incident	\$25	\$50	Actual Cost + \$50	\$200
3 <sup>rd</sup> Incident	\$75	\$150	Actual Cost + \$200	\$400

*Applicable violation levels are noted in each section of this document. Levels may escalate due to repeat violations. Some violations are fined without warning.*

The purpose of assessing a fine is not to inflict punishment for a rule infraction. The purpose is to encourage compliance with the rules once a notice of infraction has been provided.

**§ 2 General Rules and Common Elements (Violation Level 1 to 3)**

- 2.01 Owners are responsible for the conduct, actions, and damages to any common element by anyone using their unit. Therefore, owners are responsible for ensuring that renters and guests are familiar with the House Rules. Any damage caused by the actions of owners/renters, their guests, children, pets, or workmen to any units or common elements is the financial responsibility of the owner. The owner will be responsible for any attorney’s fees and court costs if legal action is required to collect for damages.
- 2.02 There shall be no smoking in any indoor or outdoor common areas or in other designated non-smoking areas, including the parking garage. Patio/balcony smokers should be courteous. Smoke can travel into common areas or into other units. Persistent complaints from neighbors about smoke may constitute a rule violation.
- 2.03 Residents must prevent items from falling, dripping, or being thrown or shaken from a unit, balcony, or common element, as this is hazardous to people and property below. All items must be secured in such a way as to prevent accidental dislodgment. No objects shall be placed on top of balcony railings. Planters may be hung on the inside of the balcony railings only.
- 2.04 Feeding of wild animals (including birds) is not allowed. This includes food plantings that may attract rats or other animals to the common and limited common areas.
- 2.05 Allowing water to escape from your balcony during cleaning or plant maintenance is prohibited.
- 2.06 Annoying or offensive activity in the building shall be reported to the management office or security personnel. This may include smells that travel into another residents home.
- 2.07 No soliciting shall be allowed in the building and unauthorized flyers shall not be distributed or posted. (See Section 2.09)

- 2.08 No personal items may be stored in the common elements, including open area of storage locker rooms and common areas of the parking garage. These items may be removed and disposed of by management at the owner's expense.
- 2.09 Only the management office can post bulletin board and elevator notices. Resident may leave notices with the management office for posting. (See Bulletin Board Policy.)
- 2.10 No 'playing' (by residents/children/guests/pets) is allowed in the elevators, driveways, garage, hallways, stairwells, gym or other common areas. Parents and caretakers must also ensure that children do not violate any other of Rules & Regulations including rules for 'Peace and Quiet'.
- 2.11 Individual unit doors shall not be left open or held ajar at any time. This is for security and safety reasons, and in consideration of neighbors since odors and noise transmit through the halls.
- 2.12 No items, including plants, tables, mats, etc., may be placed in the hallways or other common elements without the prior written permission of the Board.
- 2.13 Barbecues or outdoor heaters shall be gas or electric only. Gas or electric outdoor heaters or barbecues may not be placed under any overhang and must not be used within four (4) feet of an exterior building wall, as this constitutes a fire hazard. No other burning devices shall be allowed.

**§ 3 Move-in / Move-out Guidance (Violation Level 2 to 4 – no warning issued)**

- 3.01 Deliveries of large items or a large quantity of items such as furniture or appliances must be approved in advance so that elevator pads can be put up.
- 3.02 No move-in or move-out of a unit or a storage unit is permitted without contacting the management office and obtaining their approval in advance of the move.
- 3.03 All moving in or out of a unit must be done through the garage entrance or east doors. This includes hand-truck deliveries. No moving is allowed through the lobbies or courtyards.
- 3.04 An extra person must be present to stand guard at open doors (including the garage door) at all times during the move.
- 3.05 Moving companies must be advised of the space available outside the garage doors. These areas will not accommodate oversized moving vans such as those used by cross-country movers. The mover may have to use smaller vehicles. The management office can provide specifics for movers.
- 3.06 Moving in or out of a unit shall be done between 8:00 a.m. and 5:00 p.m. Monday through Friday with a \$150.00 non-refundable fee. Special arrangements may be requested for Saturday moves and must be approved by property management and the required non-refundable fee of \$225.00 paid in advance. A refundable deposit of \$250.00 will be required for all moves and will be refunded if no damage results from move.
- 3.07 Protective pads shall be installed by property management in the elevator reserved for the move. Pads must be used when any item is moved in the elevator, which, in the opinion of the management office, will warrant pad use. The management office must be notified when the move begins and when it is complete so the pads can be removed promptly.
- 3.08 An independent elevator service key will be made available to lock off the elevator. Only one elevator at a time in any one building shall be used for moving.
- 3.09 Owners are responsible for cleaning of common elements affected by movers or others in conjunction with the move. Any cleanup that must be done by the management office will be billed as noted in Section 1.01 (E) of these House Rules.
- 3.10 Cost of repair for damage by a homeowner, lessee or renter to common areas resulting from a move will be assessed to the homeowner.
- 3.11 Applicable fees or deposits for move in or out of a unit shall be collected prior to move. Refund of fees is at the discretion of property management, based on compliance to move-in/out regulations and WFL House Rules with consideration for any common area damage or unreasonable debris resulting from the move.

**§ 4 Keys, Fobs, and Garage Door Openers (Violation Level: refer to Section 1.1)**

- 4.01 All common element keys, building fobs, and garage fobs shall be numbered and recorded in a ledger in the management office.
- 4.02 For each common element key, building fob, and garage fob issued, the individual owner/recipient shall personally sign the ledger. Upon transfer of ownership of the unit the common element keys and all fobs shall be returned to the Owner's Association (OA) to be reissued to the new owner. Any change in official possession of the access device must be done through on-site management office personnel. A fee will be assessed for any key or fob not returned to the OA. (See section 1.01(A))
- 4.03 Replacement charges will be assessed for lost common element keys, building fobs, and garage fobs. Replacement charges will also be assessed for broken garage fobs. (See section 1.01(A))
- 4.04 It is the responsibility of the owner of each unit to issue and retrieve common element keys, building fobs, and garage fobs from their tenants. Until office records indicate a change of possession, the original recipient maintains any and all liability associated with the use of that device.
- 4.05 Limited use building fobs and garage fobs are intended for use by contractors and other temporary service providers only. Upon expiration of the requested time period, the fob(s) will be de-activated unless they are renewed prior to expiration. The owner/resident shall be held personally liable for use.
- 4.06 Vendors and real estate agents must check in with the management office upon arrival to receive building access and a 'Visitor' badge. Upon completion of work, access devices must be returned to the management office. Vendors or realtors shall not keep access devices for more than eight (8) hours.

**§ 5 Rental or Leasing of Units (Violation Level 3 to 4)**

- 5.01 With respect to renting or leasing of units, please note the following language from Exhibit H, Declaration of Covenants, Conditions, and Restrictions (included in your homeowner's documents):
  - (a) Use Restrictions. None of the apartment units shall be used for commercial or business purposes or for other than residential purposes, except that units may be used for home office uses incidental to residential use of the unit."
  - (b) "Article 10, Section 10.2 Leases. Any lease or rental agreement of a Unit must provide that its terms shall be subject in all respects to the provisions of the Declaration and the Bylaws and rules and regulations of the Association and that any failure by the tenant to comply with the terms of such documents, rules, and regulations shall be a default under the lease or rental agreement. If any lease under this Section does not contain the foregoing provisions, such provisions shall nevertheless be deemed to be part of the lease and binding upon the owner and the tenant by reason of their being stated in this Declaration. The Board may adopt a rule that requires any Owner desiring to rent a Unit to certify or provide evidence to the Board or its designee that the prospective tenant (other than a relative of the Owner) has been screened (a) by the Owner for those matters that a residential landlord would normally screen as prescribed by rule or regulation of the Board or (b) by a tenant screening service designated or approved by the Board at the Owner's expense prior to Owner's entering into a lease with the prospective tenant. All leases and rental agreements shall be in writing. Copies of all leases and rental agreements shall be delivered to the Association before the tenancy commences."

*Owners who desire to rent or lease their unit(s) are expected to be familiar with the language included in the Declaration and House Rules. Owners are responsible for actions of their renters.*

- 5.02 Owners are required to screen prospective tenants prior to entering into a lease agreement. All leases and rental agreements shall be in writing and a copy should be delivered to the management office prior to the commencement of tenancy. 5.03 Owners are responsible for their tenant's compliance with the Declarations, as well as, these House Rules & Regulations. If a tenant continues to violate any of these rules after a written warning, the Board of Directors will require the owner to evict the tenant.
- 5.04 A copy of the House Rules & Regulations must be provided to each renter or lessee by the Owner. Owners must assure that their tenants are aware of and familiar with the Rules & Regulations. Action can be taken directly against the tenant and the Owner for infractions. An addendum indicating understanding and agreement to adhere to the House Rules & Regulations must be signed by each renter/lessee over 18 years of age and by the owner. This addendum must be attached to the lease or rental agreement. A copy of the addendum shall be obtained from the management office. A signed copy will be kept in the management office.
- 5.05 Owners leasing units must provide the management office with the current home and work phone numbers of the renter/lessee.
- 5.06 Units cannot be rented without a parking stall. Renters may not sublease their parking spaces(s). Parking spaces may only be rented by the owner of a unit.
- 5.07 Units may not be subleased by a renter.
- 5.08 A move-in charge will be assessed each time a unit is rented or leased. This charge is assessed to the Owner as specified in Section 1.01 of these House Rules.

**§ 6 Vehicles (Violation Level 1 to 4)**

- 6.01 Speed limit in the garage is 10 miles per hour. Please use headlights for safety.
- 6.02 For security reasons, every resident must wait for the garage door to close after entering or leaving. If two or more vehicles are leaving in immediate succession, the last out is responsible for waiting. If two or more vehicles are entering in immediate succession, the first must allow the door to close to assure the second vehicle has a garage remote. If two vehicles are entering and leaving at the same time, the entering vehicle must wait.
- 6.03 The Board shall have the right to remove from the premises any vehicle considered a hazard after placing a notice on the vehicle for 48 hours. Removal shall be at the expense of the owner.
- 6.04 Major vehicle repairs are not permitted on the premises. Minor repairs that can be completed the same day will be permitted.
- 6.05 Draining of oil and other automotive fluids on the premises is prohibited.
- 6.06 Clean up of oil spills and excessive oil leaks are the responsibility of the owner. Disposal of used oil and other automotive fluids must be off site.

**§ 7 Parking (Violation Level 2 to 3)**

- 7.01 Residents may park only in the stall(s) designated for their unit(s), unless another resident has rented the parking stall. The management office must be notified of any such rental agreements. Only owners may rent or lease their owned parking spaces, and only to current residents. Sub-renting or sub-leasing of parking is not allowed.
- 7.02 The driveways must be kept clear for emergency vehicles. No vehicle may block the garage entry area, sidewalk, or building entrances. This includes moving and delivery vans.
- 7.03 There are no public or guest parking stalls in the garage. You may not give anyone permission to use another resident's parking stall without the consent of the owner of that stall.
- 7.04 Violation of any of these parking rules shall cause the vehicle to be towed without notice at the vehicle owner's expense.
- 7.05 Residents must contact property management or security to have a vehicle towed from their stall.

- 7.06 No vehicle parking is allowed outside of designated parking spaces. Vehicles should be parked inside lines and provide adequate room for vehicles in adjacent spaces to maneuver in and out.
- 7.07 Parking stall may not be leased or sold to non-residents.
- 7.08 At all times, every unit must have access to at least one parking stall. (*See also section 5.07*)
- 7.09 There is no storage of any personal items other than vehicles in parking stalls.

**§ 8 Motorcycles (Violation Level 2 to 3)**

- 8.01 Motorcycles, mopeds, and scooters must be parked within the resident's parking stall with one exception. Residents with limited access/corner common space adjoining their stall may utilize that space for motorcycles if they do not obstruct walkways/entry/exit by other residents or intrude in any way on other residents' access, safety, view or property. Motorcycles are subject to all of the parking regulations for larger vehicles.

**§ 9 Bicycles (Violation Level 1 to 2)**

*Please secure your bicycle(s) with individual locks for your own protection.*

- 9.01 All bicycles must be stored in the designated, fenced areas in the garage only and display a WFL identification tag. WFL is not responsible for stolen/damaged bicycles.
- 9.02 Bicycles may not be stored on balconies, patios, or terraces.

**§ 10 Trash Disposal (Violation Level 1 to 3)**

*Pizza boxes and other odd-shaped items will block the garbage chute; therefore, these items should be placed in the designated garbage cans located in the garage rooms.*

- 10.01 Garbage must be enclosed in a securely tied plastic bag before being placed in the garbage chute. Do not leave garbage or other articles on the floor of the chute rooms.
- 10.02 All recyclable items must be placed in the appropriate containers in the recycle room.
- 10.03 Lighted cigarettes, cigars, or any flammable materials must never be dropped into any garbage containers or chutes.
- 10.04 A resident is responsible for cleaning any garbage spill occurring at the chute door.
- 10.05 In the event the garbage chute is not working, please contact the management office or security. Do not leave garbage by the chute, as it will cause odors in the chute room and hallways.
- 10.06 Large items such as furniture or mattresses are the responsibility of the resident and must be disposed of off site. These items must not be placed in the recycle rooms.
- 10.07 Littering is forbidden in common areas. This includes cigarette butts and ashes.
- 10.08 No off-premise garbage, trash, furniture, or any other material shall be left in any common or limited-common area for disposal.
- 10.09 No Christmas trees or wreaths shall be disposed down the trash chute.
- 10.10 Items intended for charitable donation must be placed inside of the designated receptacle in the garage.
- 10.11 Cardboard boxes should be broken down before placing them in the recycle bins. (Cardboard pizza boxes are not recyclable.)

**§ 11 Pets (Violation Level 1 to 3)**

*Pet owners are to be respectful of the boundaries and property rights of other residents. Remember that not everyone may share an enthusiasm for pets.*

- 11.01 Pets in the common elements must be on a leash, close to and under the complete control of their attendant. This includes elevators, hallways, the parking garage and common courtyards.
- 11.02 Only animals that have been long and traditionally domesticated for life in the home are permitted. Livestock and wild or exotic animals are not permitted. This includes, but is not limited to, pigs of any type, including pot-bellied pigs; reptiles and lizards, including snakes and turtles; non-human primates and prosimians (monkeys and the like); non-

- domesticated felines, canines, and their hybrids; and feral domestic mammals such as hamsters, gerbils, ferrets, rats and mice.
- 11.03 Owners are responsible for cleaning up after their pet immediately. Owners are also responsible for any damage caused by their pet or that of their tenant, guest, or tenant's guest pet.
- 11.04 Pets must be taken off premises for relief trips. City ordinance requires owners to clean up after their dogs. WFL premises include the alley behind the buildings and all surrounding areas. Pet waste must be placed into double plastic bags before disposal in the trash chute.
- 11.05 Any animal that has difficulty controlling bodily functions or that has exhibited unruly or anti-social behavior must be carried while in the common elements.
- 11.06 The Board may at any time require the removal of any animal or cause such animal to be removed when in the Board's determination the animal is unreasonably disturbing to other residents. The cost of removing the animal, including attorney fees, will be at the owner's expense. The Board may exercise this authority for specific animals even though other animals are permitted to remain.
- 11.07 Breeding of animals is not permitted
- 11.08 Food intended for animals must not be placed in common or limited-common areas.

**§ 12 Recreational, Hobby, and Business Office Facilities (Violation Level 1 to 3)**

*Use of all recreational, hobby room, and business office facilities is at your own risk. Some facilities should be used only under the advice of one's physician. This includes the exercise room, spa, sky view terrace, hobby room, club room and business office room. The use of some of these areas is under the local health department rules and regulations. Please inform the management office of all non-functioning equipment.*

- 12.01 All residents are responsible for complying with all posted rules including hours of operation.
- 12.02 An adult resident must accompany all guests while they are using any of the facilities listed above.
- 12.03 Furniture and equipment shall not be removed from any of the facilities listed above.
- 12.04 Club Room:
- A. Reservations must be made with the management office for use of the room and posting of notice.
  - B. A damage/ cleaning deposit of \$50.00 is required to reserve the clubroom for private parties. When cleaning is required due to lack of completion, a fee of \$100.00 per hour will be assessed to the resident who reserved and used the room. The room is open from 8 a.m. to 10 p.m. for resident use if not reserved.
  - C. Occupancy of the room is restricted to 50 people at any one time.
  - D. When cleaning is required after use, a fee of \$100.00 per hour will be assessed to the resident who used the room
- 12.05 Hobby Room:
- A. May be used for minor short-term carpentry, painting, potting, etc.
  - B. Protect the floor and walls as necessary with tarps or papers. Cleanup is the responsibility of the residents. Cleanups must be done at the end of each use.
  - C. Hobby room equipment or furnishings may not be removed. Any and all work tools, accessories, etc., left in the hobby room are the responsibility of the owner.
  - D. The hobby room is not to be used by contractors for extended periods.
  - E. Items may not be stored in the hobby room, except in the short-term lockers provided. Any lock placed on a short-term locker will be removed after three (3) days notice posted on the locker.

**§ 13 Architectural Uniformity (Violation Level 1 to 4)**

- 13.01 No alteration of the common elements or the exterior of the building may be made without the approval of the Board of Directors.
- 13.02 Residents may not modify, paint, or otherwise decorate or in any other way alter their limited common element without prior approval of the Board of Directors. Decorating that is not allowed includes, but is not limited to, wind chimes, fountains, stained glass, bird houses, wall or hanging art, bamboo structures, or windssocks or flags. In addition, no one shall penetrate the building exterior in any manner. This includes nails or any other sharp object that may penetrate the stucco or balcony ceiling/flooring. Structures such as storage cabinets, shelving, pet houses, and potting stations may not be built or placed in limited common areas.
- 13.03 Any proposal for alteration to limited common elements, common elements, or the exterior appearance of the buildings must be submitted in writing to the Board of Directors, and must be accompanied by a sketch of the proposed alterations. The Board may require further information or drawings before reaching a decision on the proposal.
- 13.04 Prior to engaging in any and all structural improvements, repair, remodeling, or any other construction work in any unit, a written proposal of the work must be submitted to the management office with deposit of \$2,000. Board approval must be granted before scheduling the proposed work. At that time the Board will advise the owner of any additional deposits or assessments.
- 13.05 All draperies, blinds, shades, or other window coverings visible from the exterior of the building must appear solid white/off-white or black/off-black in color. No bamboo blinds, bed sheets or visibly patterned materials are allowed.
- 13.06 There shall be no stickers, posters, signs, or hangings of any kind affixed or positioned between the window covering and the window; or objects arranged in any way as to be readily visible from the building exterior. No chimes allowed.
- 13.07 No signs of any kind shall be displayed to the public view on or from any unit, common element, or limited common element.
- 13.08 Allowed loading (maximum live load) on decks and terraces is 39 pounds per square foot. This includes all added fixtures, people, plants, and weather conditions.
- 13.09 Residents are not allowed to place personally owned plants or objects on or in common element planters. Residents are encouraged not to grow food plants in personal containers, as they attract rodents.
- 13.10 Balconies or Patio decks shall not be used as storage/holding areas. Items on decks shall be limited to commonly accepted deck furniture and common deck items, such as plants, BBQs and lawn and garden furniture in good repair. Items that shall not be stored on balconies or patios include, but are not limited to, exercise equipment, cabinets, sheds, fish tanks, furniture, bicycles, coolers, refuse, bags of potting soil, lumber, clothes racks or lines, or recycle bins/materials.
- 13.11 Structures of any kind (cabinets/sheds/pet houses/bird houses) shall not be allowed on balconies or patios.
- 13.12 Official American Flags only shall be allowed on patios and decks if they comply with the following: one flag per unit, WFL-approved fastener, flag no more than 3'x 5' in size, flag and/or pole not blocking or intruding on neighbors' views or line-of-sight. No freestanding flagpoles are allowed on unit patios/balconies. First floor residents may display a compliant flag in a personal plant container or in a limited common planter box. Windssocks are not allowed.

**§ 14 Security (Violation Level 2 to 4)**

*Security and safety start with the individual. For the safety and security of all, each of us must take personal responsibility. Keep the doors of your cars locked in the garage and do not keep garage fob in car. Do not volunteer information to strangers in the lobby, hallways, elevators, or outside the buildings regarding resident's units, or their presence or absence. In the event of an emergency call 911. Report any and all suspicious activity to the management office, security personnel, and/or police.*

- 14.01 Make sure all outside doors are securely locked after you pass through them.
- 14.02 Residents and their guests shall not let strangers into the buildings.
- 14.03 When entering or leaving the garage (in order to prevent unauthorized persons from entering the building), do not leave the vicinity of the entry gate until the gate is entirely closed.
- 14.04 Common element keys shall not be duplicated. See Section 4 for information on keys, building fobs, and garage fobs.
- 14.05 Residents must assure that contractors obtain a visitor badge. If a resident is unable to pick up the badge, then the office should be advised of the contractor and the contractor advised that they must enter the building through the 1950 entrance and obtain a visitor badge prior to proceeding to the unit. The badge must be returned to the office.

**§ 15 Deliveries and Packages**

- 15.01 Owners shall abide by the current policy posted at the management office.

**§ 16 Peace and Quiet (Violation Level 1 to 2)**

*Please realize that normal conversation, (including cell or cordless telephone conversation) and laughter can be heard across the courtyards and from the balconies and decks.*

- 16.01 No activity should occur in any unit or in the common elements that may become an annoyance or considered a nuisance/offensive to other residents, or render any portion of WFL unsanitary, unsightly, or detrimental. This may include smells such as offensive odors, noise, and cigarette/cigar smoke.
- 16.02 The audio portion of televisions, radios, stereos (and subwoofers), musical instruments, and televisions must be kept at a level that does not disturb other residents. Loud noise must cease by 10:00 p.m. all days of the week.
- 16.03 Activities on balconies or decks must be kept at a low noise level before 6am and after 10pm. Residents should be aware that outdoor conversations (in-person or telephone) can be heard through open windows in adjoining units.
- 16.04 Aerobic activities, such as running, jumping, playing, or exercising must be kept at a level that does not disturb other residents. Heavy weights or aerobic exercise equipment such as treadmills are not to be used inside individual units or on decks or patios. Sound and vibration transmit through floors and ceilings.
- 16.05 No fireworks shall be allowed on WFL property.

**§ 17 Storage Lockers (Violation Level 1 to 2)**

- 17.01 Do not store combustibles, perishables, or odoriferous items in your storage room.
- 17.02 No items may be stored within 24 inches of fire sprinkler system in the storage rooms.
- 17.03 Common area in storage locker rooms shall be free of debris and obstacles. Objects left in this common area will be disposed of as trash.

**§ 18 Use of Units (Violation Level 1 to 3)**

- 18.01 A home-office secondary to residential use is allowed as long as it does not involve excessive traffic and business conducted in a quiet/non-disruptive/legal manner in accordance with city ordinances.
- 18.02 No signs shall be displayed that are visible from outside the unit.

**§ 19 Use of Rental/Sales Broker or Agents (Violation Level 3 to 4)**

- 19.01 Whenever an owner attempts to sell or rent a unit by engaging the services of a real estate broker or agent, the owner must provide the management office with notification of the listing agreement.
- 19.02 An owner selling on his/her own must notify office and must abide by the same rules required of real estate agents (as below).
- 19.03 An owner may provide the listing agent with a key to the owner's unit and a way to access the building. However, the owner is still responsible for security and damage.
- 19.04 Lock boxes will be logged in at the management office and checked out by real estate agents with a driver's license and a business card. No lock boxes are permitted on unit doors or in any other location, other than within the management office.
- 19.05 No signs relating to the sale or rental of a unit shall be placed anywhere in any common areas or limited common areas. No signs may be placed in an owner's window or door to the common areas hallway, deck, or patio. Sandwich board signs are permitted on the west side of the trolley tracks for "Open Houses" only and must be removed at the end of the open house time.
- 19.06 Listing agents should be asked to wait for their clients in the owner's unit or building lobby. The listing agent must escort all clients to and from the front door.
- 19.07 At the time of listing, the owner shall provide the listing agent a copy of the relevant House Rules.

**§ 20 Insurance**

- 20.01 The Association's insurance policy does not cover losses of and/or damage to any resident's personal property and/or resident's liability to others.
- 20.02 To protect individual owners from liability expenses, residents should purchase condominium owner's insurance to provide coverage for all their personal property and/or personal liability to others and/or other expenses.

**§ 21 Guest Suites (Violation Level 2 to 4 – no warning issued)**

- 21.01 A guest suite must be reserved in advance through the management office. Reservation times are Monday through Friday, 8:00 am – 12:00am.
- 21.02 Payments are required within 24 hours of the request or the reservation will be cancelled. One-third of the payment will be forfeited if the reservation is canceled less than three weeks prior to the reservation date.
- 21.03 Guest suite reservations may be made beginning the first day of the month six (6) months prior to month in which the reservation is desired. For example, on January 1, reservations for dates through June 30 will be accepted.
- 21.04 Each unit is entitled to reserve a guest suite two (2) times per year. However, if a suite is not reserved three (3) weeks prior to the desired date, any resident may reserve it, including a resident holding two reservations. The "year" starts each January 1 and ends December 31st.
- 21.05 Each unit may reserve only one guest suite during the same time period. However, if a suite is not reserved three (3) weeks prior to the desired date, it may be reserved by any resident, including a resident that has another suite reserved for that same time period.
- 21.06 Each reservation is limited to a three (3) night stay within a three-week period, but an extension may be granted if the suite has no other reservation within three weeks of check-in for a maximum stay of six (6) nights. Payment for the additional reservation is required at time of booking three weeks prior to the extension date.

- 21.07 Check-in is 3:00 p.m. and checkout is 11:00 a.m. The management office may authorize exceptions.
- 21.08 The homeowner is responsible for either picking up and dropping off the keys and garage fob or notifying the management office of the names and arrival time of their guests.
- 21.09 Occupants of a guest suite are considered guests of a resident under these House Rules. Guests must comply with all rules and regulations and the hosting resident is responsible for all guest actions and damage. A copy of the House Rules is located in each guest suite.
- 21.10 There is a limit of four (4) overnight occupants in a guest suite.
- 21.11 Smoking is not allowed in the guest suites. If cleaning of upholstery or carpet is required to remove smoke odor or stains, the cost will be billed to the sponsoring homeowner.
- 21.12 No pets are allowed in any guest suite at any time. If cleaning of upholstery or carpet is required to remove odor or stains, the cost will be billed to the sponsoring homeowner.
- 21.13 Equipment and furnishings shall not be removed from the guest suites. Homeowner will be responsible for reimbursement to HOA for any costs associated with replacing missing items.

## § 22 Maintenance Assessments

*Maintenance assessments are outlined in Sections 16 and 17 of the Declaration.*

- 22.01 OA assessments are due on the 10th of each month. Late dues are assessed \$25 plus 1% interest per month.
- 22.02 Assessments over 90 days delinquent will be turned over to an attorney for collection and a lien will be placed on the unit. All costs associated with collection will be responsibility of the unit owner.

## § 23 Enforcement

- 23.01 Each owner or resident of a unit shall comply strictly with the provisions of the Declaration and House Rules of the Waterfront Landings Condominium, as the same may be lawfully amended from time to time, and with all decisions adopted pursuant to the Declaration and House Rules. 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.
- 23.02 The Directors, to enforce the Rules, may levy a monetary fine in the amount shown on the attached Schedule of Fees and Penalty Assessments (Section 1). Such fees and assessments shall be added to the monthly maintenance assessment for the first month following the violation, and shall be enforceable in the manner as is provided for the enforcement of maintenance assessments.
- 23.03 The Board of Directors shall authorize written notice of a violation, and determine a reasonable period of time for correcting the violation. If the violation is not corrected within the time stated the Board can itself make the correction, and any costs incurred in connection therewith shall be imposed on the unit owner and added to the monthly maintenance fee for the first month following the completion of the correction. Payment of such costs shall be enforced in the same manner as is provided for the enforcement of maintenance fees.
- 23.04 In addition, the Board can take any other legal action appropriate to remedy or penalize a violation of these rules or the Declaration. Refer to Declaration, Section 15.5 Right to Notice and Opportunity to be Heard.
- 23.05 In enforcing these rules, the Board may delegate its function(s), including the determination of whether a violation has occurred, and the remedy therefore, to an agent, including but not limited to a single, or a group of, director(s) or officers, a hearing counsel established by the Board, or the management office.
- 23.06 Owners will be financially responsible for all damages caused by their tenants or guests, and for any assessments imposed as the result of conduct on the part of their tenants, guests, or invitees. Any charge for damages or assessments will be imposed against the

unit itself in which the party responsible rented or was visiting, and will be enforceable in the same manner as is provided for the enforcement of maintenance assessments.

- 23.07 Owners and their Tenants with outstanding fines shall not be allowed to reserve the WFL Guest Rooms or the Club Room until fines have been paid. Rooms may be reserved after requesting appeal, pending appeal outcome and closure.

## § 24 Validity of Rules

- 24.01 If any part of these House Rules and Regulations should be held invalid, illegal, or unenforceable by a court of law, the validity of all other rules and regulations herein shall not be affected thereby.

## § 25 Definitions

- 25.01 Assessment means all sums chargeable by the Association against a unit, including, without limitation: a) general and special assessments for common expenses, charges, and assessments imposed by the Association; b) interest and late charges on any delinquent account; and c) costs of collection, including reasonable attorney's fees, incurred by the Association in connection with the collection of a delinquent owner's account.
- 25.02 Board means the Board of Directors of the Association, as described in Article 15 of the Declaration.
- 25.03 Bylaws mean the bylaws of the Association as they may from time to time be amended.
- 25.04 Common Elements means all portions of the condominium other than units, including the limited common elements. Common Elements at Waterfront Landings include: Courtyard areas/walkways (outside of first floor gated areas), sky view terrace, clubroom, clubroom patio, gym, lavatories not belonging to a unit, open areas of storage rooms, open areas of garbage chute rooms, mail rooms, lobbies, guest suites, stairwells, elevators, hallways, elevators, first floor planter boxes and contents, garage spaces not designated for parking, guest parking stalls, driveways, and strip in front and back of building, roof, all exterior walls and walls adjoining other common elements.
- 25.05 Limited Common Element means a portion of the common elements allocated in Article 8 of the Declaration for the exclusive use of one or more but fewer than all of the units. Limited common elements include decks and patios, along with their screens, doors, awnings, rails, paintings, and other visible portions of the building exterior, garage parking spaces, first floor patios (inside the courtyard gates), and decks attached to units.
- 25.06 Condominium means Waterfront Landings, a condominium, created under the Declaration and the Survey Map and Plans.
- 25.07 Condominium Act means the Washington Condominium Act, codified at RCW 64.34, as it may from time to time be amended.
- 25.08 Declaration means the Condominium Declaration for Waterfront Landings, a condominium, as it may from time to time be amended.
- 25.09 Fob means the individual electronic key element, which allows entry to the buildings or garage.
- 25.10 Guest means any person who is present on the private property at the will or invitation of a resident.
- 25.11 OA and Association mean the Waterfront Landings Owner's Association.
- 25.12 Move-in means the action taken to become a resident, including, but not limited to: transfer of personal items or clothing into a unit and associated actions such as procurement or assumption of responsibility of telephone, electric, cable, insurance and other like services and expenses for a unit; and registration to receive mail at a unit's address.
- 25.13 Owner or Unit Owner means the declarant or other person who owns a unit, but does not include any person who has an interest in a unit solely as security for an obligation.

- 25.14 Parking Space means each of the units, if any, restricted to use a parking space for motor vehicles, as listed in Schedule D of the Declaration and shown on the Survey Map and Plans.
- 25.15 Resident means any person who demonstrates the intent to use a unit as private space for living or working. Such intent is demonstrated by, but not limited to: legal or proclaimed ownership of a unit; possession of keys to a unit; payment of rent for any period of time to the owner of a unit, or to an agent of the owner; storage of any personal items, including clothing, inside of a unit; procurement or assumption of responsibility of telephone, electric, cable, insurance and other like services and expenses for a unit; receipt of mail to a unit's address. There is no minimum time of occupancy required to qualify as a resident. Occupants of the guest suites are considered guests of the hosting resident.
- 25.16 Unit means a physical portion of the condominium designated for separate ownership, the boundaries of which are described in Section 6.2 of the Declaration and shown on the Survey Map and Plans.

**§ 26 Emergencies**

- 26.01 If Fire, Medical or Police assistance is needed, call 911.
- 26.01 If operational problem with the Port of Seattle-owned elevator, call Port of Seattle.
- 26.01 If immediate assistance is required for Water, Electrical, or Server problems, call the Property Manager during normal business hours, or Security (24 hours).

Certificate of Adoption

The undersigned President of Waterfront Landings Homeowners Association hereby certifies that the Board of Directors met on December 8, 2005 and duly adopted the foregoing Rules and Regulations. These rules supersede all previous versions and shall be effective on December 8, 2005.

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Elizabeth Kanny, President      Date: December 8, 2005