

LEA HILL

RULES AND REGULATIONS

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

I. UNITS

A. USE OF UNIT

The units in the condominium are intended for and restricted to residential use on an ownership, rental or lease basis and for social, recreational, or other reasonable activities normally incident to such uses, including use as a home office not involving use by nonresident employees or regular visits by customers or clients.

B. INTERIOR OPERATION AND MAINTENANCE

Each owner shall keep the interior of the owner's unit and its equipment, appliances, and appurtenances in good order, condition, and repair. Each owner is responsible for mold and moisture control in the owner's unit. See Addendum for Mold & Moisture Control, attached. Fans above the stove should be kept running while cooking on the stove.

C. UNIT MODIFICATION

1. Owners shall not make any changes in a unit which affect the structural integrity, building systems or sound transmission characteristics of the building without first obtaining written permission from the Board. This includes any change from carpeting to hard surface flooring in any portion of a unit that is over another unit.
2. Owners must inform the Board of any remodeling or other major construction work to be done in their unit. The Board should be provided with the name and phone number of the contractor/designer and/or sub-contractor and an emergency number.
3. The Board's approval is required for any modification of a unit which affects the limited common or common areas of the building. Please be advised that depending upon the scope of work, the Board reserves the right to assess a refundable damage deposit, and/or nonrefundable fees to offset the cost of wear and tear to the common areas.
4. Owners are responsible for any messes, spills, leaks or debris left in any of the common areas.

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

II. WINDOWS, DOORS, INTERIORS

A. OWNERS RESPONSIBILITIES FROM DECLARATION

As provided in the Declaration, each Owner, at the Owner's sole expense, is responsible for the following:

1. Keeping the interior of the Unit, including its perimeter walls, floors and ceiling, and its equipment, appliances, and appurtenances in a clean and sanitary condition, free of rodents and pests, and in good order, condition, and repair, including all redecorating and painting at any time necessary to maintain the good appearance and condition of the Unit;
2. Replacement of any broken or damaged glass (including fogged glass or glass with broken seals) in the windows or exterior doors of the Unit;
3. Maintenance, repair and replacement of the window frames and cranks for the windows in the exterior windows of the Unit;

4. Maintenance, repair and replacement of the exterior doors of the Unit, including any garage door and its opening and closing mechanism, although the Association shall be responsible for painting the doors;
5. Keeping the Limited Common Elements allocated to the Owner's Unit in a neat and clean condition and in accordance with such rules and regulations as may be adopted by the Association;
6. Operation, maintenance, cleaning, repair, or replacement of any plumbing, wiring, water heaters, fans, heating/cooling equipment and other equipment which serve only that Unit, whether or not located in the Unit, and for any damage caused by faulty or leaking plumbing fixtures or pipes, hot water tanks, sinks, bathtubs, toilets, dishwashers, and washers in the Unit, including any connecting hoses or drains.

B. DRAPERIES

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

C. AWNINGS

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

III. LIMITED COMMON AREAS

A. DECKS/PATIOS/YARDS

Owners are responsible for keeping their respective limited common area decks, patios and yard areas, if any, in a neat and clean condition. Owners shall not hang anything from the railings or fences of their limited common area decks, patios or yards. In particular, no clothes, rugs or other items containing cleaning fluids may be hung on the railings or placed on the decks or patios. The decks and patios may not be modified without prior approval of the Board. Decks and patios may have usual deck furniture (beige umbrellas only) and plants; however, care should be taken in watering of plants to avoid staining exterior of the building. Care should also be taken not to damage the waterproof membrane of the deck or patio. Owners are responsible for keeping any drains on their decks unclogged. Decks, patios and yards shall not be used for storage.

As required by our insurance carrier, propane and charcoal grills may not be operated on or under any deck, balcony, patio surface, or yard that is within 10 (ten) feet of a building. Electric grills may be used.

Owners are encouraged to install their own landscaping and plantings (not exceeding six feet high at maturity) within their private yard areas. Owners shall be responsible for maintaining their own landscaping and plantings and the Association shall be responsible for maintenance of the original landscaping and plantings.

Owners may install and maintain fences six feet high painted beige enclosing their respective private yard areas, if any. Such fences shall be of the same design and material as those originally installed by Declarant unless otherwise approved by the Board.

B. CARPORTS AND PARKING SPACES

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

C. DRIVEWAYS

Certain driveways in front of garages (identified by "D" on the Survey Map and Plans) may be used for short-term parking by the resident or guest of the Unit in which is garage is located. Driveways may not be used for storage. Garage doors shall be kept closed except while in use for entry or exit from the garage.

IV. COMMON AREAS

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

Common areas for the use of all units:

- Building shells and structural components
- Structural elements, i.e., roofs, foundations, etc.
- Land

Limited common areas for the use of individual units:

- Decks and patios
- Yard areas (some Units)
- Assigned carports and parking spaces

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

A. COMMON AREAS - GENERAL

No furniture, packages, plants, floor mats, statuary objects or articles of any kind shall be placed in any common area or walkway. Holiday decorations on doors are permitted from December 1 through January 15.

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

No storage of items that can be seen from the roadways of the Condominium or public streets.

B. COMMON AREAS – ALTERATIONS

Nothing shall be altered, constructed in or removed from any common area without the prior written consent of the Board.

No owner or resident may modify, paint or otherwise decorate, landscape, or in any way alter any portion of the exterior of the building or any portion of any common or limited common area without first obtaining written consent of the Board.

V. BUILDING SAFETY AND SECURITY

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

A. SECURITY -ALARMS AND LOCKS

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

B. SMOKE ALARMS WITHIN UNITS

One or more smoke detectors are located in each unit. Smoke activates these detectors, and a loud bell will ring. Upon hearing the ring a resident should, if possible, determine the cause and take appropriate action. If the cause cannot be determined and smoke is evident, call 911 immediately. It is the owner's responsibility to ensure that the smoke detectors within the owner's unit are operable. The owner shall not do anything that prohibits the proper functioning of the smoke detectors. If the smoke detectors have battery backup power, it is the owner's responsibility to replace batteries.

C. COMMON SENSE PRECAUTIONS

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

Fireplaces are not designed to heat units. Owners and tenants should keep in mind the following guidelines regarding fireplaces:

- Never burn garbage, rolled newspapers, charcoal or plastic in the fireplace.
- Never use gasoline or any liquid accelerant to help start a fire.
- Keep small children and pets away from fireplace.
- Never leave fire unattended.
- Don't close the damper until the embers have completely stopped burning
- Make sure fire is completely out before going to bed or leaving the house.
- When cleaning the fireplace, store ashes in a non-combustible container with a tightly fitting lid and place the container away from the house.
- Use seasoned hardwood or manufactured firelogs. Soft, moist wood accelerates creosote buildup.
- Build small fires that burn completely and produce less smoke.
- Clean out ashes from previous fires. Open the damper.
- Use a fireplace grate.
- Use fireplace tools to tend the fire.

Creating a perfect fire starts with using seasoned firewood cut to correct length. To start a safe fire, crumple paper on the grate within the fireplace and cover it with kindling or a manufactured firestarter. Open the fireplace damper fully and light the paper. Once the kindling or firestarter is burning brightly, add dry seasoned wood to the fire and shut the firescreen. It's important to avoid overloading the fireplace so the firewood doesn't tumble out. A couple of logs will suffice. Burning a manufactured firelog purchased from the grocery or hardwood store is a good alternative to firewood, and does not require paper to get the fire started.

VI. PETS

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

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

Owners are responsible for cleaning up after their pet and for any damage caused by their pet or by the pets of their tenant, guests, tenant's guest, etc. Local ordinances regarding cleaning up after pets applies to all pet owners. Soiled pet litter must be securely bagged in a plastic bag and carried directly to the dumpster.

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

VII. GARBAGE/RECYCLING

Owners and tenants are responsible for placing their trash in the dumpsters located in the trash/recycle areas in accordance with the following procedures:

1. Garbage and recyclable materials must be separated. Recycling guidelines are available on request.
2. Recyclable materials cannot be placed in plastic bags. Use the provided recycling tote or other suitable container to carry recycling to the dumpster.
3. Dispose of all recyclable materials in the dumpster marked RECYCLING.
4. Non recyclable materials (garbage) must be placed in closed plastic garbage bags prior to disposal in dumpster.
5. Dispose of all garbage in the dumpster marked GARBAGE.
6. Disposal of large items (eg mattresses, furniture, appliances, etc.) or non collectible items (i.e. batteries, paint, tires, toxic materials, etc.) in or near the dumpsters is prohibited.

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

VIII. DISTURBANCES

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

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

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

Smoking is not allowed in enclosed common areas or on decks that have a deck above them. No disposal of cigarette butts is permitted in any of the common areas.

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

Working with noisy tools, such as power saws, is prohibited.

IX. MARKETING GUIDELINES

The Board is aware that marketing of property requires ease of access and cooperation of seller, real estate agent, and property manager. With that in mind, the Board has established the following guidelines (which shall not apply to Declarant):

RESPONSIBILITIES OF SELLER

- Notify the management company that the unit is for sale.

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

RESPONSIBILITIES OF AGENT

- Agent to have showing access to common areas as well as the unit.
- Broker's Open - Notify the management company of date and time.
- A licensed agent must escort individuals, not agents, attending an open house through the building.

No signage of any kind may be displayed in front of, across the street from, or around the building, except with the express written permission of the Board. Agents wishing to attract potential buyers to the building may not do so by the placement of signage outside the building prior to or during an open house.

X. RENTALS

Any owner who leases a unit (including a unit leased or otherwise occupied by a relative) without Board approval is subject to fine of \$1,500 per month for each and every month said unit is occupied by a person that has not been approved by the Board.

No owner may lease a Unit if the leasing of the Unit would result in more than ten percent of the Units in the Condominium being leased; provided, however, that the Board may, in the case of substantial hardship or in the case of an owner being temporarily absent from the Unit, grant waivers of this provision for up to one year. The Board has concluded that any unit leased pursuant to Article 31 of the Declaration are not counted in computing the ten percent limit. If an owner of a Unit that was not being leased desires to lease the Unit and if leasing the Unit would result in more than ten percent of the Units in the Condominium being leased, the owner may place the Unit on a waiting list and that owner will be permitted to lease the Unit on a first-come first-served basis when a Unit that was being leased has been sold or is occupied by the Owner. Units leased to tenants who are immediate family members (parents or children) of the Owner shall not be subject to the percentage limitation on leasing and shall not be considered a leased Unit for the purposes of determining the percentage of Units being leased. The Owner of the Unit shall notify the Board of any changes in occupancy of the Unit and the Board shall maintain a list of residents of the Units.

Any owner who leases a unit to a relative must sign a statement under penalty of perjury indicating the name of the relative and the relationship of the person to the owner. If it is later discovered that the statement signed by the owner is untrue, all fines levied for failure to get Board approval will be retroactive to the date the unit was originally occupied by the "relative".

Because there are a limited number of opportunities for owners to lease units, no owner (other than an owner leasing a unit pursuant to Article 31 of the Declaration) may lease more than one unit.

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

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

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

All tenants must sign a rental/lease agreement under which they agree to comply with the provisions of the Declaration, Bylaws, and Rules and Regulations of the Association.

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

The owner is held responsible for any damage to common areas or limited common areas caused by the tenant, whether or not the tenant was in violation of the rental agreement or any rules or regulations. Leasing of a unit does not constitute a waiver or relinquishment of the owner's responsibilities as specified in the Declaration, Bylaws and Rules and Regulations.

XI. MOVING DAY

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

XII. USE OF COMMON AREAS

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

XIII. MOTOR VEHICLES

Only currently licensed, operable motor vehicles may be parking in the condominium. No trailers, boats, recreational vehicles, camper shells, etc. are allowed in the parking areas, unless specifically approved by the Board. No vehicle repairs or oil changes may be done in the open parking spaces or carports. Large trucks (over 7000 pounds gross weight) are prohibited.

XIV. ENTRY

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

XV. ENFORCEMENT

It is the responsibility of each owner to know the terms and provisions of the Declaration, Bylaws and Rules and Regulations of the Association. Each owner is responsible for advising tenants or guests of the owner of any provision of the Declaration, Bylaws or Rules and Regulations which apply to them. These Rules and Regulations are provided as a supplement to the Declaration and Bylaws and are not meant to relieve any owner from the obligation to know the provisions of the Declaration and Bylaws. Owners shall also comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force or which may hereafter be in force, pertaining to the use of the Condominium.

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

The Board may give written notice of the violation, and state a reasonable period of time for correcting the violation. If the violation is not corrected within the time stated, the Board may itself make the correction, and any costs incurred in connection therewith shall be imposed on the unit owner and added to the monthly maintenance fee for the first month following the correction. Payment of such costs shall be enforced in the same manner as is provided for the enforcement of maintenance fees.

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

1. The Board will give the offending owner written notice of a hearing before the Board or a specially appointed committee or representative regarding the proposed action or fine. The notice shall include (a) a statement of the offense, (b) the proposed action and/or fine, (c) the date, time and place of the hearing, and (d) whether testimony of the owner must be oral, written, or both. The date of the hearing shall be at least five (5) days after notice is delivered.
2. At the hearing, the affected owner shall have the right to give testimony as outlined in the notice, subject to reasonable rules of procedure established by the Board to assure a prompt and orderly resolution of the issue at hand.

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

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

In addition, the Board can take any other legal action appropriate or remedy or penalize a violation of these Rules, the Bylaws or the Condominium Declaration. In enforcing these rules, the Board may delegate its function(s), including the determination of whether a violation has occurred, and the remedy therefore, to an agent, including but not limited to a single, or group of, director(s) or officers, or the property manager.

Owners shall be financially responsible for all damages caused by their tenants or guest, and for any fines imposed as the result of conduct on the part of their tenants, guests or invitees. Any charge for damages or fines shall be imposed against the unit, itself, in which the party responsible rented or was visiting, and shall be enforceable in the same manner as is provided for the enforcement of maintenance fees.

XVI. FEE/FINE SCHEDULE

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

FEES	Monthly Assessment Late Fee	\$25
	Returned Check Fee	\$25
	Transfer Fee	\$25
	Resale Certificate Fee	\$150
FINES	2 nd Notice of a Violation	\$50
	Subsequent Notices of a Violation	At Board discretion
	Leasing a unit without Board Approval	\$1,500/month

NOTES REGARDING FEES

Monthly assessments become payable on the first of each month, and are delinquent on the second. However, to allow for mail and other unforeseen delays, the Association allows a ten (10) day grace period for the payment of assessments. Owners whose assessments are not received by the management company by 5:00 PM on the 10th of the month will be charged a late fee of \$25.00. A transfer fee shall be charged to each new owner's account upon each conveyance of a unit after the initial conveyance by the Declarant. The resale certificate fee and transfer fee may be paid to the management company.

NOTES REGARDING FINES

The Board, to enforce the Rules, may levy monetary fines of \$50 for the second notice of a violation. Subsequent violations will be subject to fines or other appropriate action at the discretion of the Board. Such fine(s) shall be added to the monthly assessment for the first month following the violation, and shall be enforceable in the same manner as is provided for the enforcement of maintenance fees.