

Association of Co-Owners of the Admiralty
A Non-Profit Corporation in the State of Washington

RULES AND REGULATIONS

Issued by
The Board of Directors
October 25, 2023

PURPOSE

The Rules and Regulations of the Association of Co-Owners of the Admiralty (“Association”) have been developed to provide for the safety and quiet enjoyment of Unit owners, residents, and guests, to preserve an attractive appearance, and maintain property values. This intent should be considered when interpreting the information within.

Owners shall supply the Board of Directors, or the Representative it designates, with their current mailing address, telephone number, and electronic mail address.

The Common Elements, Limited Common Elements, and Units are defined in Article X Section 3 of the By-Laws and in the Declaration on file with Jefferson County.

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I. USE OF UNITS

- A. The Units in the Condominium are intended for and restricted to residential use only, on an ownership, rental, or lease basis, and for social, recreational, or other reasonable activities common to such use, including use as a home office not involving use by non-resident employees or regular visits by customers or clients. Timesharing of Units, as defined in RCW 64.36, is prohibited.

- B. Nothing shall be done or kept in any Unit or in any Common Element or Limited Common Element that will increase the rate of insurance on the property without the prior written consent of the Board of Directors. Nothing shall be done or kept in any Unit or in any Common Element or Limited Common Element that will result in the cancellation of insurance on any part of the property, or that would be in violation of any laws.
- C. Owners are required to carry HO6 condominium insurance listing the association as an additional insured and with additional building coverage sufficient to cover the association's insurance deductible. Coverage for rental use may also be required if applicable.

II. USE OF COMMON ELEMENTS

- A. Each Owner shall have the right to use the Common Elements in common with all other Owners and a right of access from the Owner's Unit across the Common Elements to the public streets. The right to use the Common Elements extends not only to each Owner, but also to his agents, servants, tenants, family members, invitees, and licensees.
- B. Any open flame devices used outdoors (e.g., BBQ grills, smokers, firepits) must be fueled by propane. Charcoal or wood-fueled open flame devices are not allowed outdoors within the Admiralty 1 community. A fire extinguisher must be close by and, when possible, propane devices must be placed away from flammable surfaces during use.
- C. Children in common areas shall be supervised. Use of skateboards, roller skates, roller blades, scooters, and similar toys is not allowed on the premises.
- D. The entries, lobbies, stairwells, landings, and driveways shall be left unobstructed and used only for ingress and egress.
- E. No tent, camper, trailer, or other movable or portable structure shall be used or permitted on the premises without written permission of the Board of Directors.
- F. No private property shall be stored or installed in the stairwells, on the side landings, or in the Common Elements or Limited Common Elements including the entries, driveways, drive aisles, and parking areas. The Board of Directors shall have the power to remove any items it deems inappropriate or a safety hazard.
- G. Any damage, including undue soiling, caused to Common Elements or Limited Common Elements by the Owner or agents, tenants, or invitees of the Owner shall be the responsibility of the Owner.
- H. No signs of any kind shall be displayed to the public view on or from any Unit, Limited Common Element (as defined in the By Laws and the Declaration on file with Jefferson County) or Common Element, without the prior written permission of the Board of Directors.
- I. Bird feeders and bird seed attract rodents and are not permitted. Feeding wildlife is not permitted on the premises.
- J. As provided by state law, the association board of directors regulates the use, maintenance, repair, replacement, and modification of common elements. Board approval is required prior to any such activity by owners or others except as otherwise described herein.

III. MAINTENANCE OF UNITS

- A. Each Owner is responsible for maintenance and repair of his or her Unit. Each Owner shall, at the Owners sole expense, keep the interior of the Unit and its equipment, appliances, and belongings in a clean and sanitary condition, free of rodents and pests, and in good order, condition, and repair and shall do all redecorating and painting at any time necessary to maintain the good order and condition of the Unit.
- B. No Unit shall be maintained at an ambient temperature of less than 55° (fifty-five degrees) Fahrenheit during cold months to prevent freezing of pipes. It is also recommended that any Unit left vacant during cooler months will have cabinets doors around plumbing kept open, especially those on outside walls, to prevent freezing of pipes.

IV. RENTALS

These Rules and Regulations apply to both short-term rentals and guest use (less than 30 days) as well as long-term rentals (those 30 days or more).

- A. Any owner who has short-term or long-term rentals or guests in their Unit must comply with all state and county laws and regulations, including permits.
- B. Owners must carry insurance specific for rentals.
- C. All rental agreements must be in writing.
 - 1. Owners who participate in short-term rentals will provide the association's management company with the rental agreement template they use as well as the agency or manager they contract with and contact information.
 - 2. Owners who participate in long-term rentals will provide the association's management company with all rental contracts to include start and end dates of the rental as well as renter details (name and contact information).
- D. Owners are responsible, at all times, for any damage to Common Elements or Limited Common Elements by the renter/guests whether or not they were in violation of the rental agreement or of any rules or regulations. Rental of a Unit does not constitute a waiver or relinquishment of the Owners responsibilities as specified in the Declaration and the Bylaws.
- E. Renters/guests will be subject in all aspects to the provisions of the Rules and Regulations of the Association and that any failure by the renter/guest to comply with the terms of such documents shall result in the implementation of Section XII. ENFORCEMENT provisions of the Rules and Regulations against the Unit owner. A copy of the full Rules and Regulations will be provided to the renters/guests PRIOR to renting AND available inside the Unit.
- F. Prior to arrival at Admiralty 1, renters/guests must also confirm, by signing a document, that they have been provided a copy of the Rules and Regulations and that they will comply with them.
- G. Maintenance, repairs, construction, etc. performed by the association are not within the control of the individual owners and therefore may happen during the rental period. All attempts will be made to coordinate with the owner when work will be done but the association or it's representatives may do work around the Unit and therefore there may be noise and disruption from this work. The Association cannot give special

considerations to those who rent their Units over and above that of any other owner when it comes to these types of disruptions.

- H. Renters/guests will be provided the contact information for any concerns they have regarding the Unit. The first call must be to the owner, or an agent of the owner, who can respond to the renter/guest concerns within an appropriate time frame. The renter/guest will not contact a Board member or the association's management company for issues that arise unless an emergency exists.
- I. The Board may impose fines against Owners who violate the Rental Policy. Refer to Section XII. Enforcement.

V. SALES

At the time of the closing of the sale of a Unit, the Board of Directors or its Representative shall be notified of the name and address of the new owner.

VI. EXTERIOR APPEARANCE

- A. No Owner may modify the exterior of the building, to include doors, that are visible from outside the Unit without prior written consent of the board. If Owners wish to install window screens, they will need to be in a color that closely matches the window frame. Only horizontally retractable style door screens in a color that matches the door frame are permitted.
- B. No solar panels, radio or television antenna, satellite dish, or other appliances may be installed on the exterior and/or roof of the building without the prior written consent of the Board.
- C. Through-the-wall and through-the-window air conditioning units are not allowed. Owners may use portable air conditioning units with a single or double vent-hose within their Units. All of the following conditions and restrictions listed below must be met:
 - 1. Units must vent through sliding glass doors only.
 - 2. Units may not vent through windows or the exterior doors.
 - 3. Commercially available venting kits must be used. The venting kit must be removed when not in use.
 - 4. All device safety instructions must be followed, including electrical, wiring, or use of extension cords.
 - 5. The unit cannot be left running unattended.
 - 6. Visual, sound, and vibration disturbances must be minimized to have the least possible impact on your neighbors.
- D. For safety as well as aesthetic considerations, porches, side porches, decks, and patios may not be used for storage of items not appropriate to their intended use. Owners must maintain porches, side porches, decks, and patios in a neat, sanitary, and attractive condition to include keeping these areas free of debris. Entryway and patio furnishings and decorations should be tasteful, limited, and suitable to the outdoors.

- E. Owners and tenants shall not hang garments, rugs, towels, etc., from the windows, railings, porches, doorknobs, decks, or terraces of the Unit.
- F. Tasteful, reasonable, temporary holiday decorations are permitted on the exterior, patio, and deck of the Unit (not the roof, roofline or landscaping) but must be removed no later than two (2) weeks following the holiday being celebrated. Light strings, fairy lights, or other lighted decorations are not permitted outdoors except as temporary holiday decorations.
- G. **Displaying of the American Flag**
American flags are not considered decorations and therefore owners may display an American flag as referenced in The Freedom to Display the American Flag Act of 2005 "...on residential property within the association with respect to which such member has a separate ownership interest or a right to exclusive possession or use."
 - 1. Public Law 94-344, known as the Federal Flag Code, contains the etiquette for handling and displaying the American flag, <http://iqmlnet.uohyd.ac.in:8000/InfoUSA/facts/symbols/flagcode.htm>.
 - 2. Placement can be on a patio, deck, or balcony of a Unit but not on association common property. <https://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title4-section5&num=0&edition=prelim>.
 - 3. The size of the flag should be tasteful and appropriate to the chosen location and not larger than three by five feet.
 - 4. The flag and pole must be safely secured without causing undue damage to the property. Flags may not be attached directly to the building and may not be attached to common property, trees, or plants therein. No flagpoles may be embedded in the ground, deck, or patio. Upright flagpoles may not be taller than eight feet and flagpoles attached to a bracket may not be longer than six feet.
 - 5. Night illumination of the American flag must not be so bright that it would disturb other residents.
 - 6. Flags must be removed in heavy weather to protect the property.
 - 7. Flag owners are responsible for any property damage or injury caused by an unsecured flag, flagpole, or mounting bracket.
 - 8. This rule may be modified if unanticipated issues arise. If, in the determination of the board, the installation of a flag presents a safety risk to persons or property, or ongoing disruption to other owners, the board may require removal. If you have questions, please present them to the Admiralty I board at admiralty.condos@gmail.com prior to a display of the American flag.

VII. PROPANE TANKS

- A. The Association may grant permission to Unit owners to install, at owner's expense, propane tanks in Association common property or limited common property. Rules and requirements described in this section do not apply to tanks 20 pounds or less, such as those used with BBQ grills, that are not permanently installed.
- B. Propane Tanks installed after November 6, 2023 are subject to the following rules and requirements:

1. An application available from the Association manager must be completed and submitted to the Association with documents specified in the application. The Association will respond within 30 days to the unit owner, provided all information is complete and any follow-up questions are answered promptly by the owner.
 2. Final approval will be provided by the Association after documentation has been provided to the Association that a Jefferson County, Dept of Community Development, inspector has approved the installation of the propane equipment.
 3. Propane tanks must have capacity of less than 125 gallons.
 4. Propane tank installations must be screened behind a board-approved enclosure or other concealment.
 5. Propane tanks must be on flat ground.
 6. Owners are encouraged to secure the tank by bolting, strapping, or bracing.
 7. An owner shall provide documentation to the Association that the unit owner has obtained the insurance, described in the application, naming the Association as additional insured.
- C. Propane Tanks installed prior to November 6, 2023 are subject to the following rules and requirements and have until March 31, 2024 to comply:
1. The indemnification agreement, available from the Association manager, must be completed and submitted to the Association.
 2. Owners must provide the Association with the past permit from Jefferson County, Dept of Community Development that was obtained with the propane tank was installed.
 3. Propane tank installations must be screened behind a board-approved enclosure or other concealment.
 4. Owners are encouraged to secure the tank by bolting, strapping, or bracing.
 5. An owner shall provide documentation to the Association that the unit owner has obtained the insurance, described in the application, naming the Association as additional insured.
- D. The unit owner is responsible for all installation costs, maintenance, safety, vandalism, and expenses/repairs in the event that Association common property or limited common property is damaged by the propane equipment. If the Association needs the equipment to be removed for Association work, the owner will promptly arrange for a licensed and bonded contractor to remove the equipment at owner's expense. The owner is also responsible for all costs in the event any individuals are injured as a result of the propane equipment, or in the event that property belonging to another individual is damaged, and will be required, as a condition of approval, to sign a recordable agreement evidencing such responsibility and obligation to indemnify.
- E. Fines, as described in the Association Rules and Regulations, will apply for any propane use on Association property without written approval by the Association board.

- F. Nothing in this Rule shall be construed to convert a common element to a limited common element.

VIII. NOISE/DISTURBANCES

- A. Activities by Owners/Lessees or by Owner's/Lessee's guests which might cause damage to other Units, buildings, landscaping, or any Common Element are strictly forbidden, and any such damage shall be the financial responsibility of the Owner.
- B. No noxious or offensive activity shall be carried on in any Unit, Limited Common Element or Common Element, nor shall anything be done therein which may be, or may become, an annoyance or nuisance to other Owners.
- C. Noise levels shall be kept reasonable at all times. Special attention shall be given to noise control during the designated quiet hours of 10:00 p.m. to 8:00 a.m., especially in those areas (e.g., entries, porches, terraces, stairwells, and courtyard) where noise is easily transmitted to nearby Units. Should any Owner perform or have any construction performed to his Unit, that Owner shall confer with all affected neighbors to agree on the hours in which construction may proceed. Construction shall not begin before 8:00 a.m. on weekdays or 9:00 a.m. on weekends or terminate later than 6:00 p.m. on weekdays or 5:00 p.m. on weekends. If the Owner or affected neighbors cannot agree upon the hours of construction, then the matter shall be referred to the Association's Board of Directors for a determination. The Board's decision shall be final.
- D. No owner, resident, or tenant may allow noxious (harmful or injurious to health) odors, whatever they may be, to intrude into other Units or the common areas. Regarding routine smells/odors of everyday life, the response to an odor as pleasing or disturbing is subjective. As such, the Association will apply a "reasonableness" test (intensity, character, duration, and frequency) in response to any non-noxious odor complaint.
- E. No fireworks are allowed at any location in the Admiralty One Condominiums. Discarding of smoking material in any Common or Limited Common Elements (e.g., on the ground, in the flower beds, etc.) is a fire hazard and is not allowed.
- F. No Owner shall permit anything to be done or kept in the Owner's Unit, Limited Common Element or Common Elements which would interfere with the right of quiet enjoyment of the other residents of the Association.
- G. Owners of upper Units must use well-padded wall to wall carpeting in their Units to reduce sound transfer. Installation of hard floors in upper Units is discouraged. The Association requires that all hard surface flooring (except entry hall, kitchen, bathrooms and closets) that is installed in upper Units meet a sound class STC of 50, or STC of 45 if field tested. After installation, the Association reserves the right to order a field test within 180 days after completing of installation at association expense. If the test result does not meet the standard, the cost of the field test shall be at the expense of the homeowner and the Association may order the removal of the newly installed floor.

Upper Units with existing hard floors (Units 15, 18, and 35 only) are grandfathered and exempted for that existing flooring only (not replacement). Units 15 and 35 must maintain sufficient carpeting or rugs on their hard floor surfaces (except kitchens, closets, and bathrooms) to adequately reduce transmission of sound between Units and minimize disturbance to other residents.
- H. Care shall be taken when closing Unit doors so as not to let them slam shut.

- I. No garage or estate sale shall be held on the Association's Common and Limited Common Elements or at any Unit. No advertisement shall be placed with a Unit address inviting the general public to a sale or event.
- J. Any door-to-door solicitation or selling in Admiralty One Condominiums by any resident, owner, vendor or other person is prohibited.

IX. TRASH DISPOSAL

All disposals shall occur under the policies of the Jefferson County Department of Public Works and requirements of Olympic Disposal.

- A. Compactable household trash is acceptable for the dumpsters.
- B. No trash or other items are to be left outside of the dumpsters.
- C. Hazardous or toxic waste products such as car batteries, hazardous chemicals, aerosol cans, and oil-based paint must not be placed in the dumpsters or garbage cans or left in any Common or Limited Common Element. These items must be properly disposed of by the Owner or tenant following Jefferson County Dept. of Public Works guidelines.
- D. Lighted cigarettes, cigars, or any flammable materials must not be placed in dumpsters.
- E. Disposal of furniture, mattresses, wood, construction debris, appliances, large electronic goods, and metal cannot be placed in the dumpsters. It is the Owner or tenants' responsibility to dispose of these items through Jefferson County Dept. of Public Works.
- F. Medical sharps containers must be sealed up, taped, and placed in an additional bag prior to being placed in the dumpsters.
- G. All animal feces, including kitty litter, must be placed in a plastic bag that is tied securely prior to being placed in the dumpsters.
- H. Small electronic items such as phones and tablets can be placed in the dumpsters.
- I. Non-oil-based paint that has been hardened with kitty litter or a paint hardening solution may be placed in the dumpsters.
- J. Owners and tenants are encouraged to use the recycling facilities in Port Ludlow, managed by the Jefferson County Dept. of Public Works. The most up to date information can be found at www.jeffersoncountysolidwaste.com
- K. If cardboard boxes are not taken to the recycling center, but are placed in the dumpsters, they must be folded flat and placed vertically against an interior wall of a dumpster to save dumpster space.

X. PARKING/VEHICLES

- A. Parking spaces are to be used for the parking of operable passenger motor vehicles and may not be used for parking trailers, boats, motorhomes, or other recreational vehicles. Motorhomes are defined as having sleeping, cooking, or bathroom facilities. Operable passenger motor vehicles are defined as any conventional, standard, unmodified, passenger automobile, motorcycle, personal van (windows on all four sides seating seven or fewer passengers), or pickup truck (class 1, 2, or 3) that is properly licensed and registered as a personal use vehicle and is without business or commercial signage.

- B. Vehicles licensed as commercial or generally considered to be commercial, such as, but not limited to buses, taxis, and large trucks, whether or not currently used for such a purpose, are not permitted to park on the premises. Commercial vehicle restrictions do not apply to contractor vehicles, moving trucks/trailers, etc. currently and temporarily performing work on the property.
- C. No junk or derelict vehicle shall be parked on the premises at any time. Any motor vehicle that cannot be safely operated in its existing condition or that has a deteriorated body condition, shall be deemed to be junk or derelict, regardless of the display of a valid license/registration. Vehicles that present a hazard or nuisance by operating noise or exhaust emission are prohibited.
- D. Each Unit is limited to two vehicles using covered parking spaces. Priority will be given to residents of the buildings with covered parking beneath. Disputes will be resolved by decision of the Board of Directors. Such decisions will be final.
- E. Long term or routine resident parking is limited to one vehicle per licensed driver. The Board of Directors may make exceptions to this limit on a case-by-case basis. This restriction does not apply to short-term or visitor parking.
- F. The Board of Directors may require removal of any inoperative or other non-allowed vehicle, and any other equipment or item in parking spaces in accordance with this provision. If the same is not removed, the Board of Directors may cause removal at the risk and expense of the Owner.
- G. Vehicle repairs will not be permitted on the premises. This ban includes draining radiators and changing oil. The use of gasoline and/or combustibles for cleaning or any other use is prohibited.
- H. Parking stalls are not to be used for any kind of storage including automobile tires, gasoline, oil, bicycles etc., without the prior written consent of the Board.

XI. EV CHARGING

- A. The Association will grant permission to Unit owners to install, at owner's expense, EV charging stations/equipment in Association common property or limited common property, and to use a common property or limited common property parking space for the purpose of EV charging for personal use, in accordance with the following rules:
- B. An application available from the manager must be completed and submitted to the Association with documents specified in the application. The Association will respond within 30 days to the Unit owner, provided all information is complete and any follow-up questions are answered promptly by the owner. Final approval will be provided by the Association after documentation has been provided to the Association that: 1) a Washington State Labor and Industry electrical inspector has approved the installation of the EV charging equipment, 2) the Association board has confirmed that Association aesthetic standards are consistent with an approved application, and 3) documentation is provided to the Association that the Unit owner has obtained the described insurance naming the Association as additional insured.
- C. As the Association does not have "designated" or assigned parking spaces, RCW 64.32.290 does not prohibit the Association from adopting a rule that prohibits installation of EV chargers or components in the common elements. However, in order to provide access to charging equipment from a Unit to common property parking spaces, the Association will use RCW 64.32.290 as the basis for Association principles and practices.

The application and this rule were based on RCW 64.32.290, as Association guidelines.

- D. The Washington State Dept of Labor and Industries is the oversight agency for electrical standards and electrical installation. Consequently, those laws and rules for permits and inspections must be followed.
- E. The EV charging point must be located in a parking space; wiring from the Unit owner's power source to the charging enclosure shall be run underground consistent with the electrical code. No charging equipment, electrical wiring, or cables can rest on the ground. All EV charging equipment must be locked inside an enclosure (unless a removable charging cable is kept in another location). Charging equipment must not be kept outside the enclosure except during charging. An enclosure on a pedestal must be permanently attached to the common property parking space on a suitable concrete pad.
- F. Aesthetic consistency is required for the storage of EV charging equipment. The pedestal and charger enclosure, an NEMA electrical box, shall be made of metal or fiberglass that can withstand various weather conditions if exposed to the weather. The total height of the combined unit shall be no taller than 60". It shall be painted in Pantone Cool Gray 7C and shall be weather tight, durable, and large enough for charger and cable.
- G. The Unit owner is responsible for all installation costs, maintenance, safety, vandalism, and expenses/repairs in the event that Association common property or limited common property is damaged by the EV charging equipment. If the Association needs the equipment to be removed for Association work, such as paving the parking lot, the owner will promptly arrange for a licensed and bonded contractor to remove the equipment at owner's expense. The owner is also responsible for all costs in the event any individuals are injured as a result of the EV charging equipment, or in the event that property belonging to another individual is damaged, and will be required, as a condition of approval, to sign a recordable agreement evidencing such responsibility and obligation to indemnify.
- H. Any alteration to the common or limited common property to affect the installation of the charging pedestal and enclosure (e.g., cutting of concrete, tunneling, etc.) shall be repaired and brought to pre-installation form within 30 days of installation.
- I. Fines, as described in the Association Rules and Regulations, will apply for any EV charging done on Association property without written approval by the Association board.
- J. Nothing in this Rule shall be construed to convert a common element to a limited common element or to assign or allocate parking spaces to any particular Unit or owner. Parking areas shall remain as common elements to be used on a first-come, first-served basis.

XII. PETS

- A. Certain dogs, cats, birds, and fish may be kept in the Units subject to Rules and Regulations adopted by the Board. Ferrets, hamsters, rabbits, reptiles, or any other non-domesticated animals are not allowed.
- B. Dogs and cats in the Common elements must always be on a leash. Dogs and cats may be walked on a leash in the Common Elements. Dogs (or other animals) may not be tied to any trees, or shrubbery, or any other thing in the Common Elements or Limited Common Elements.
- C. The Board may, after Notice and Opportunity to be heard, require the removal of any pet which it finds is disturbing other Owners or occupants unreasonably, and may exercise

this authority for specific pets even though other pets are permitted to remain.

- D. Anyone in control of a pet is required to immediately remove feces deposited by the pet. Pet owners failing to clean up after their pets may be fined.
- E. If any resident keeps a dog or other pet in his/her Unit, all care shall be taken to ensure that the pet does not disturb other residents.
- F. Damage by a pet to any part of the condominium development will be the full responsibility and expense of the Owner of the Unit involved.
- G. Personal injury or damage to personal property caused by a pet is the responsibility of the Owner of the Unit involved.

XIII. MANAGEMENT

A. ENTRY TO UNITS

- 1. The Association and its Representatives may enter any Unit and the Limited Common Elements allocated thereto (a) to undertake repairs, improvements, maintenance, or sanitation work deemed by the Board to be necessary in the performance of its duties, (b) to do necessary work that the Owner has failed to perform, or (c) to prevent damage to the Common Elements or to another Unit.
- 2. Each Owner shall provide to the Association or its Representative a door key for each Unit to facilitate access in an emergency. The Association shall secure such keys at all times. If a key is not so provided and the Unit must be entered for an emergency or other urgent purpose, any cost incurred in gaining access to the Unit will be the responsibility of the Unit's owner.

XIV. ENFORCEMENT

- A. Each owner, tenant or occupant of a Unit shall comply strictly with the provisions of the Declaration, Bylaws and Rules and Regulations of the Condominium, as the same may be lawfully amended from time to time, and with all decisions adopted pursuant to the Declaration and Bylaws and Rules and Regulations. Failure to comply shall be grounds for an action to recover sums due, damages, or injunctive relief, or any or all of the above, maintainable by the Board, the Association's Manager, or by the aggrieved owner.
- B. The Board of Directors, to enforce the Regulations, may levy a monetary fine in a maximum amount of \$100.00 for the first violation, and a maximum of \$500.00 for each subsequent violation. Within these parameters, the Board may assess fines or take other appropriate action at the sole and complete discretion of the Board. Any fine(s) shall be added to the quarterly maintenance fee for the quarter following the violation and shall be enforceable in the same manner as is provided for the enforcement of maintenance fees.
- C. The Board shall 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 can make arrangements for corrective action, and any costs incurred in connection therewith shall be imposed on the Unit owner and added to the monthly maintenance fee for the quarter 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.
- D. 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 from the date the 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 of 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.
- E. In addition, the Board of Directors can take any other legal action appropriate to remedy or penalize a violation of these Rules, the Bylaws, or the Condominium Declaration.
- F. The Board may appoint a Representative who shall have the authority, and the duty, to enforce these Rules.
- G. In enforcing these Rules, the Board of Directors 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 directors or officers.
- H. Owners shall be financially responsible for all damage caused by their tenants or guests, and for any fines imposed as the result of conduct on the part of their tenants, guests, or invitees. Any charge for damages or fines shall be imposed against the Unit 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.

XV. COMPLAINTS/REPORTS

- A. Significant events and conditions which relate to the Common Elements, security, safety, and the best interests of the Association shall be reported to the Board of Directors or its Representative.
- B. Any significant communication or complaint should be registered in writing and directed to the Board of Directors to ensure prompt and responsible action. Complaints should include all pertinent information.

XVI. AMENDMENT/SEVERABILITY

- A. These Rules and Regulations may be added to, amended, or repealed at any time by resolution of the Board of Directors, as provided in the Declaration and the By-Laws. Final interpretation of these Rules and Regulations shall rest with the Board of Directors.
- B. In the event any of these rules is deemed unlawful or unenforceable, it shall be excised from these rules and all other rules shall remain in full force and effect.

XVII. REVISION HISTORY

Revision	Date	Comments
New	4-11-09	Complete rewrite.
A	11-11-17	Changes to following sections: Use of Common Elements, Exterior Appearance, Noise/Disturbances, and Parking
B	8-29-19	Change Section VII, G. was "(Unit18, 23, and 35 only" to "(Unit 15, 18, and 35 only)"
C	4-17-21	Added Section IX, paragraph G. Renumbered H. and I.
D	3-31-23	Added new Section X. Renumbered old Sections X thru Section XIV. Delete para. G, Section IX. Added Revision History. Updated table of contents. Minor formatting and punctuation changes.
E	10-18-23	<p>Miscellaneous grammar and spelling changes. Added "...or Limited Common Elements" after "Common Elements" numerous places. "Unit(s) were referenced as "Residential Units": deleted "Residential" numerous places.</p> <p>Changes to the following sections:</p> <p>PURPOSE: Added last sentence "This intent...information within" Section 1, C: New - HO6 Insurance requirement.</p> <p>Section II, B: Rewrite - BBQs only propane fuel allowed.</p> <p>Section II, F: Added "...or installed..." and "...or a safety hazard."</p> <p>Section II, I: Added "...and bird seed..."</p> <p>Section II, J: New - Use of the common elements.</p> <p>Section III, B: Added last sentence - Opening under-sink cabinets.</p> <p>Section IV: Complete rewrite - Rentals.</p> <p>Section VI, A: Rewrite - Exterior modifications.</p> <p>Section VI, C: Rewrite - Portable air conditioners.</p> <p>Section VI, D: Added - "...to include...debris."</p> <p>Section VI, E: Added - "...towels..."</p> <p>Section VI, F: Added last sentence, "Light strings...decorations".</p> <p>Section VI, G: New - Displaying the American flag.</p> <p>Section VII: New Section - Propane Tanks.</p> <p>Section VIII, D: Added - "...resident or tenant..." to first sentence.</p> <p>Section VIII, E: Added - Last sentence "Discarding...not allowed".</p> <p>Section VIII, G: Added - "Units 15 and 35 must maintain..."</p> <p>Section IX: Complete rewrite - Trash Disposal.</p> <p>Renumbered Sections VII thru XV as Section VIII thru XVI</p>