

**BLUEGRASS CONDOMINIUM**  
**RULES AND REGULATIONS**

The intent of the Rules and Regulations of the Bluegrass 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.

**B. INTERIOR MAINTENANCE**

Each owner shall keep the interior of the owner's unit and its equipment, appliances, and appurtenances in good order, condition, and repair.

**C. UNIT MODIFICATION**

Owners shall not make any changes in a unit which effect the structural integrity, building systems or sound transmission characteristics of the building without first obtaining written permission from the Board.

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.

The Board's approval is required for any modification of a unit which affects the limited common or common areas of the building in which the unit is located. Please be advised that depending upon the scope of work, the Board reserves the right to assess a refundable damage deposit, and/or non-refundable fees to offset the cost of wear and tear to the common areas.

Owners are responsible for any debris left in the common areas.

Cleaning supplies and equipment to be supplied by contractor or mover. Removal of trash from the premises is the contractor or mover's responsibility.

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.

No waste products or liquids may be dumped or disposed in any floor drain or exterior drains.

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.

Personal items may not be placed or left in the common areas.

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.

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 will be the sole responsibility and liability of the owner causing the problem.

Work may be done Monday through Friday between 8 a.m. and 5 p.m. only, except with written permission by the Board.

#### D. WINDOWS

Window glass replacement must exactly match the building standard.

The owner is responsible for replacement of any damaged or broken windows in the owner's unit, including any window with a defective seal in the double-pane glass.

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.

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

## II. 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 shell
- Structural elements, i.e., roofs, foundations, etc.
- Certain portions of the building, such as utility rooms, clubhouse, and stairways
- Land (except limited common area yard areas)

Limited common areas for the use of individual units:

- Deck or patio
- Assigned parking space, carport and/or garage
- Private yard areas (ground floor units)

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

### III. COMMON AREAS – GENERAL

No furniture, packages, plants, or statuary objects articles of any kind shall be placed in any undesignated common area. Holiday wreaths on unit doors are permitted, and shall be removed by January 15.

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

### IV. COMMON AREA 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 area without first obtaining written consent of the Board.

### V. LIMITED COMMON AREA DECKS/PATIOS/YARDS

Owners shall not hang anything from the railings of their limited common area decks or patios or fences. The decks or patios may not be modified without prior approval of the Board. The decks or patios may have usual deck furniture and plants. Owners are responsible for keeping their respective limited common area decks, patios and yard areas, if any, in a neat and clean condition. Such areas shall not be used for storage.

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 fences identical to the side fences enclosing their respective private yard areas, if any.

Owners may install dog houses within their private yard areas not greater than three feet in height and six square feet in area.

Owners may install mesh on the inside or the fence enclosing their respective private yards meeting the following specifications: Wire mesh two inch by two inch square .080 inch black vinyl coated 24 inches high (no higher than top of second railing on three-railing fence). Mesh should be similar in quality and appearance to that installed at the Sales Office or provided (at extra cost) by the Declarant or the Association.

## VI. 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.

## VII. 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 terrace 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.

## VIII. SMOKE ALARM WITHIN THE BUILDING

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. A contractor will confidence-test the smoke detector system annually. The contractor at the Association's expense will replace malfunctioning detectors when they are found to be defective. Other than scheduled alarm testing, residents should evacuate the building when the central alarm rings. 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 prohibit the proper functioning of the smoke detectors. If the smoke detectors have battery backup power, it is the Owner's responsibility to replace batteries.

## IX. COMMON SENSE PRECAUTIONS

Do not leave any outside access or storage door propped open and unattended. Be sure any outside access door closes securely after you have passed through it.

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.

## X. PETS

No animals, which term includes livestock, domestic animals or poultry, reptiles or living creatures of any kind, shall be raised, or kept in any unit or in the common areas or limited common areas, whether as pets or otherwise, except dogs, cats, or other conventional domestic household pets may be kept in the units and limited common areas, subject to all governmental laws, ordinances, rules and regulations. No more than two dogs, two cats or one dog and one cat may be kept in a unit. If dogs are left outside in an owner's private yard area, they shall be securely kept within the yard area under the direct control of a responsible person or otherwise restrained by fencing, chain or leash.

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 or limited common area. 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.

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.

## XI. 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 dividing units), or soffits in party walls.

Please restrict noise during quiet hours, which are between 11 p.m. and 7 a.m.

## XII. MOVING

### A. 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:

### B. RESPONSIBILITIES OF SELLER

Notify the management company that the unit is for sale.

Provide the agent with a key.

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

### C. 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.

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.

### XIII. RENTALS

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.

All leases or rental agreements must be provided to the Board or its agent prior to the tenant' moving in.

The Board must be provided a copy of the lease or rental agreement prior to move-in with the 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 Board records.)

All tenants will agree, by signing the requisite rental/lease agreement, 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. Rental of an apartment does not constitute a waiver or relinquishment of the owner's responsibilities as specified in the Declaration and the Bylaws.

### XIV. MOTOR VEHICLES

All motor vehicles owned or operated by a resident must be parked only in the resident's assigned parking space. Vehicles not parked in the assigned parking space may be towed at the owner's expense. No trailers, boats, recreational vehicles, camper shells, etc.. are allowed in the parking areas, unless specifically approved by the Board. No vehicle repairs, oil changes or washing may be done in the parking areas.

### XV. 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.

## XVI. 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 Bluegrass Owners 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:

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.

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.

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

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.

#### FEE/FINE SCHEDULE

In an effort to protect the owners, residents, and common areas of the building, the Board has adopted this schedule of fees and fines. It is included here as a quick reference tool for owners and residents.

FEES	Monthly Assessment Late Fee	\$ 25
	Returned Check Fee	\$ 25
	Transfer Fee	\$ 25
	Resale Certificate Fee	\$150
FINES	2nd notice of a violation	\$25
	3rd notice of a violation	\$50

#### 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 an late fee of \$25.00.

The transfer fee will be charged to the unit owner's account upon each conveyance of the unit after the initial conveyance by the Declarant.

#### NOTES REGARDING FINES

The Board, to enforce the Regulations, may levy monetary fines of \$25 for the second notice of a violation and \$50 for the third notice for 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.