

GARDEN COURT
HOUSE RULES

TABLE OF CONTENTS

INTRODUCTION	1
SECTION A – NOISE CONTROL AND GENERAL QUIET HOURS	1
1. Courtesy Statement	1
2. Noise Controls	1
SECTION B – CONDOMINIUM UNITS	1-5
1. Use of Units	1
2. Use of Decks	2
3. Modifications or Changes to Units	2
4. Maintenance of Units	3
5. Sign	4
6. Pets	4
7. Moving	4
SECTION C – COMMON AREAS, GENERAL	5
1. Use of Common Areas	5
2. Garbage and Rubbish Disposal	5
SECTION D – PARKING AND GARAGES	5
1. General Use	5
2. Illegal Use	5
3. Garage Doors	5
4. Casual Visitor and Over-Night Guest Restraints and Exceptions	5
5. Penalties for Abuse of Rules	6
SECTION E – MONTHLY FEES AND ASSESSMENTS	6
SECTION F – GENERAL	6
1. Community Emergencies	6
2. Other Emergencies	6

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These rules have been established to govern the day-to-day conduct of the members of the association while at Garden Court. These rules are intended to enhance the quality of living for all Garden Court residents/owners.

SECTION A – NOISE CONTROL AND GENERAL QUIET HOURS

1. The courtesy of each occupant toward his neighbor is the best solution for elimination of disturbing noises.
2. The general quiet hours are 11:00pm to 9:00am, seven days a week. All noises, including talk, radios, televisions, tape players, stereos and musical instruments should be kept at a minimum level at all times.
 - a. Work involving construction, power tools, pounding and sawing shall be limited in all areas to between 7:00am and 7:00pm on Monday's through Fridays and between 9:00am and 6:00pm on Saturdays, Sundays and holidays.
 - b. Portable radios, record and tape players, car radios and televisions must be kept at reasonable volume levels in common areas.
 - c. Games such as football, soccer, baseball, basketball, etc., are not allowed in the common areas.
 - d. Excessively noisy vehicles or vehicles having mufflers which are defective or non-conforming to Washington State standards are not permitted.
 - e. All pets must be kept quiet and controlled.

SECTION B – CONDOMINIUM UNITS

1. Use of Units
 - a. Units shall be used as private residences only and shall not be used as a commune, rooming house, or place of business or trade unless otherwise deemed appropriate by the Board.
 - b. Occupants shall not request the Property Manager to perform services beyond the scope of his or her duties.

- c. Requests for modifications or alteration to units must be accompanied with detailed plans. Those changes, which involve modification or alteration to a structural component of a unit, must be accompanied by detailed plans and certification by an architect or structural engineer that the proposed changes will not affect the structural integrity of the building. Structural changes must be recorded with the King County Recorder at the owner's expense as an addendum to the Deed. Maintenance of structural changes is the responsibility of the owner and each owner is responsible to notify the immediate subsequent owner at the time the unit is sold. Under no circumstances will responsibility for modifications or alterations revert from the current owner to the Association.
- d. Owner must obtain necessary permits.

4. Maintenance of Units

- a. The maintenance and repair of the interior of individual units, including plumbing, electrical, heating, painting and appliances is the responsibility of the owner.
- b. Units shall be maintained so that they do not endanger or affect in any way the value of any other owner's property.
- c. Basic components (roof, siding and decorative finish) of the buildings, decks, patio/yard areas or other common or limited common areas will be maintained by the Association at periodic intervals subject to approval of the Board of Directors. The costs of such improvements will be covered by prior established Reserve Accounts, supplemented by an assessment of all owners, if necessary, in accordance with the Declaration and By-Laws.
- d. External repairs, including but not limited to roof, shingles, siding refurbishment, and erosion repairs which are required will be reported to the property manager for verification. The property manager will investigate and make recommendations of the Board for approval. The Board will determine required action and implement in accordance with the Declaration and By-Laws. A portion of the expenses may be assessed to the unit owner if it is determined that abuse or neglect of reasonable maintenance practices are involved.
- e. Individual owners are responsible for insurance coverage and maintenance of any changes or alterations made to the interior or exterior of their units, except when indicated by the Board, or as specified by the Declaration and By-Laws. All changes or alterations shall be reported when implemented and will be recorded by the Property Manager.

- c. Each owner shall pay a move-in fee of \$200 prior to the occupancy of the unit. This fee applies to all move-ins by both owners and their renters.

SECTION C – COMMON AREAS, GENERAL

1. Use of Common Areas

Each owner is responsible for damage to any common or limited common area caused by a Member of household, guest, tenants, agents or pets. The owner will be assessed by the Board for full cost of repairs not covered by insurance.

2. Garbage, Rubbish Disposal and Recyclables

- a. Garbage, rubbish and recyclables are to be kept inside the garage, in proper containers.

SECTION D – PARKING AND GARAGE

1. General Use-

Mechanical work on vehicles, except minor maintenance, is not allowed. Cars exhibiting consistent oil and gas leakage on driveway will be subject to removal. No automobile parts or tools shall be left overnight in the parking areas. No automobile parts or tools shall be placed in parking areas where they would obstruct driving lanes, other parking spaces or pedestrians.

2. Illegal Use-

Parking or storage of boats, recreational vehicles, derelict or inoperable vehicles, or any object other than an automobile or motorcycle is prohibited in any parking area.

3. Garage Doors-

Garage doors are to be kept closed when not in use.

4. Casual Visitors and Over-Night Guest Restraints and Exceptions-

Homeowners may ~~rent out or~~ allow free use of their parking stall(s). All extended (exceeding two weeks) nonresident users of parking stalls, ~~whether or not they pay a rental fee,~~ must provide the management company with their name, address, phone number, and the make, model and vehicle license number, and insurer of their automobile. Nonresidents must also sign a liability waiver, releasing the homeowners and the homeowners association of any responsibility for damage to their vehicles or their person. Nonresidents must comply with all rules and regulations that apply to

SECTION G – GRIEVANCE AND ENFORCEMENT PROCEDURES

1. If an action of any resident is offensive to another resident, the aggrieved resident shall first contact the party personally and request that the offensive activity be discontinued.

If the personal request does not resolve the problem, the aggrieved resident may submit a written complaint to the Board. The Board shall decide, at its sole discretion, on any one of the following courses of action:

- a. A written complaint must be sent to the Management Company detailing the offense and acceptable resolutions. The management company must acknowledge the receipt of complaint and advise the aggrieved of what action the Board will take to seek resolution, within a reasonable time frame, within one week if at all possible.
- b. The complaint may be assigned to an advisory committee for investigation and recommendations.
- c. The Board may take other action, including levying of assessments or legal action, as provided below, as it may deem appropriate.

The Board shall initiate action as promptly as practicable, within one week if at all possible.

Situations requiring immediate correction may be reported to a Board member (President, if available) verbally, with subsequent written comment to the Board. After investigation, the Board may assess the following sums on the unit owner (this includes rented units) of the guilty resident:

- First Investigation - \$0
- Second Investigation - \$50
- Third Investigation - \$100
- Fourth Investigation - \$200

While the Board shall attempt to obtain voluntary compliance to stop an offending activity, it shall have the authority to take whatever legal action it deems necessary without taking all of the other steps outlined above.

2. The following schedule of fines will become effective for the complete amount of any delinquent funds, due by the unit owner to the Association, through prior assessed fees or fines.
 - a. If any portion of delinquent amount exceeds 15 days, the unit owner will be assessed a late charge of \$25, plus interest on the entire delinquent amount at a rate of 1.25%.

SECTION I – INFORMATION REQUIRED FROM RESIDENTS

Property Manager or Board (in the absence of a Property Manager) will maintain on a file a completed copy of the Information Sheet (attached). This form (or forms) must include all residents of a given unit and information about the vehicles related to them, and must be kept current. Updated information may be submitted to a Board member or to the property manager. Requests for any substantial format changes to the information sheet should be submitted to the Board.

Adopted as Amended: December 7, 2000
Date