# LAKESIDE VILLAGE CONDOMINIUM ASSOCIATION RULES AND REGULATIONS

In order to protect the welfare of residents of Lakeside Village, and to increase the enjoyment of our entire complex, the following rules and regulations were adopted by the Board of Directors on May 23<sup>rd</sup>, 2017. These rules and regulations supersede and replace all previous editions. Please be mindful that, in a population density such as ours, the observation of little courtesies can make for greater enjoyment for all.

# A. GENERAL RULES

1. Residents are responsible at all times for the conduct of their family members and guests. Owners are responsible for their tenants' conduct.

2. Owners are responsible for the repair or replacement of any property damaged through their own, their tenant's, or their guest's negligence or fault, including pet damage.

3. Window coverings must appear white or off-white when viewed from the exterior of the building. All window coverings, including blinds, must be in good repair and free from visible stains. No sheets, foil, blankets, posters, lettering or signs may be used.

4. The use of bicycles, skate boards, roller blades and scooters on the premises is strictly prohibited, except in the tennis court or when entering or exiting the premises.

5. No toxic or pollutant substance is to be poured down sink drains, storm drains or into the lake, i.e. oil, paint, paint thinner, etc.

6. It is recommended that a resident intending to be away from their unit for more than a week arrange to leave a key with a neighbor and/or a telephone number where they can be reached in case of an emergency. A Board member may also be notified.

7. No business is to be run on the property which would involve merchandise or traffic of any kind. No activity shall be conducted on the property which shall unreasonably interfere with the use and enjoyment of other parts of the property.

8. Gasoline or any other highly combustible material may not be stored in any unit or storage area (by State law).

9. Any alterations or additions to common or limited common areas must first be approved by the Board. Plans and requests must be in writing. This includes exterior doors, windows, installation of electrical or telephone wiring, television antennas, air conditioning units, common area planting and other objects without limitation. Any unapproved alterations may be required by the Board of Directors to be returned to original condition.

10. No illegal and/or illicit activity shall be conducted on the property.

11. Only Presto logs or wood may be burned in the fireplaces. A grate must be used for any burning. Chemically treated logs or fire-packs are prohibited as they may damage the metal fireboxes and flues. Any required repairs will be charged to the unit owner.

12. The common areas are for the use of residents only. Residents must accompany guests to these areas, excluding parking areas.

13. Fireworks are prohibited on condominium property by law.

14. Weapons shall not be discharged on Lakeside Village property. This includes, but is not limited to, firearms, BB guns, paint guns, pellet guns, sling shots, arrows, or any other weapon/projectile.

15. Holiday decorations, such as swags or wreaths may be displayed during the appropriate season. Such decorations must be removed no later than four weeks following the respective holiday.

16. The Association is responsible solely for the exterior of the buildings and common grounds with respect to treating the property for insects. Homeowners are solely responsible for their unit with respect to treating the interior of the unit for insects. Any expense incurred for the interior fumigation of a unit of the removal of insects is solely the owner's responsibility.

17. The Board must be notified in writing by the owner of intent to sell or rent any unit.

18. All unit owners are required to provide contact information as appears on the Associations owner information form. This information is to be provided by the owner of the unit, and not the tenant. Any change in residents of a unit should be communicated to the Board or Management Company by the owner of the unit with a newly updated information form, Current residents' names and forwarding address of unit owner must be included in the notification. Failure to respond could result in fine up to \$100.00 if not returned within 10 business days.

19. A \$100.00 Occupancy Change Charge shall be assessed the registered owner each time a change in owner/renter occupancy occurs.

20. Car washing in the parking lots or on the lawns is not permitted. All surface water drainage from the property flows directly into Easter Lake and the discharge of soap or other polluting materials in no longer permitted per Federal and City Regulations.

21. Owners/residents must allow management/Board access with reasonable notice for Rules compliance verification.

22. Owners/resident must make themselves available as needed for limited common area improvements and or maintenance.

23. Owners must allow (with reasonable notice) access to verify compliance with insurance underwriting requirements. If multiple trips are required the trip charge will be billed back to the unit owner.

24. Owners/residents must make themselves available or prior arrangements for chimney and dryer vent cleaning and inspections. The association covers the cost of cleaning and inspections of chimney and dryer vents for first trip. If multiple trips are required the trip charge will be billed back to the unit owner.

#### B. COMMON AREAS

1. Common areas and shared parking are designed for the enjoyment of all homeowners and tenants. Activities that are a nuisance or are annoying to others or may be damaging to the property are strictly forbidden. The Association has the right to have anyone removed from the common areas who is causing a disturbance or nuisance. This includes loud talking, unnecessary noise or boisterous action. Radios, televisions, stereos, musical instruments, appliances, etc., must be kept at a volume that is both reasonable and acceptable to the Association. Quiet hours are from 10:00 p.m. until 7:00 a.m. in the entire complex, inside and outside of residences. Please remember that your floor may be your neighbor's ceiling.

2. Litter of any type is not to be thrown on the ground. Please be mindful that when trash is dropped on the way to the dumpster, it should be picked up by its owner. Tossing trash from car windows or emptying auto ashtrays onto the parking area spoils the quality of the community for all residents.

3. Throwing smoking debris from deck or patio areas is strictly forbidden.

4. No homeowner may independently paint the exterior of their unit. If touch-up painting is required, the Association will supply the correct color paint for homeowners to do touch-up painting for the exterior of their unit. Regular paint maintenance needs are assessed annually and addressed during the dry summer months.

5. No homeowner or resident shall install wiring, electrical fixtures, plumbing, telephone or air conditioning units, etc., on the exterior of any building or install anything that protrudes through the walls or roofs of any building without prior written approval of the Board.

6. Signs of any type shall not be displayed without permission of the Board. No advertising, personal signs, signals, or lettering will be inscribed or exposed on or at any window, part of the building or common area.

7. Playing or loitering on stairways, landings or between buildings or on the lake side of the buildings is prohibited.

8. Smoking is not allowed in the stairwells, landings, or within 25 feet of the entrances to the buildings.

# C. UNIT MAINTENANCE AND MODIFICATION

1. Any owner's proposed electrical, structural or plumbing modification to the interior or exterior of their unit must be submitted to the Board in writing, including plans for such modification. The Board will consider the request and provided written approval or disapproval.

2. For the safety and the interest of preserving the value of the property. Annual monitoring of unit maintenance will be conducted by the management company, Board, and or licensed contractor.

#### D. GARBAGE

1. All garbage must be placed inside the dumpster. No boxes, bags or other refuse may be left alongside the dumpster.

2. Oversize items to be disposed of must be hauled away by the owner. This includes appliances and furniture. Dump sites are located in Algona and Tukwila.

3. Hazardous waste, including, but not limited to paint, oil, fluorescent lighting tubes, computer equipment and household cleaning solutions, are not to be placed in the dumpsters. The City of Federal Way sponsors periodic hazardous waste disposal opportunities at local shopping malls or park and ride lots.

4. Flatten cardboard cartons before depositing them in the recycle bin.

5. Vehicles parked in front of the dumpsters will be towed without warning.

6. The dumpster covers must be kept closed.

#### E. PARKING

1. The Board reserves the right to tow vehicles WITHOUT NOTICE that are in violation of the following parking rules:

a. Owners are to park in their assigned parking spaces or in visitor spaces.

b. No parking is allowed by any resident or guest in front of another's assigned parking space or in a way which will block that owner's access.

c. No parking is allowed in a fire lane.

2. The following vehicles are not allowed to be parked on the premises in an assigned parking space, in any visitor parking space, or along any driveway. They will be towed:

a. Any vehicle with expired license tabs.

b. Any vehicle with a flat tire after a 48-hour time frame.

3. Other

a. The speed limit on the premises is 10 mph. When driving, reasonable care shall be observed in all areas at all times.

b. No repair or overhauling of automobiles or equipment will be permitted on the premises.

c. No oil changes shall be made in driveways or in parking spaces.

d. Damage to the asphalt caused from vehicles leaking fluids will be repaired by the Association at the vehicle owner's expense.

e. Owners are responsible for the security of their personal belongings in cars and for the security of their vehicles. The Association encourages residents to purchase alarm systems and assumes no responsibility for lost or stolen items.

f. Owners are responsible for ensuring that their family members, guests or tenants comply with the parking rules.

g. Overnight parking of commercial vehicles is not allowed, except as approved in writing by the Board of Directors. Commercial vehicles shall include trucks larger than a pickup truck, box vans, vehicles with lettering or signage designating the vehicle as a commercial vehicle, trucks with tool boxes and ladder racks, or any other vehicle clearly intended for commercial usage.

h. Tampering with warning stickers or final tow stickers is cause for immediate towing.

# F. PARKING LOTS

1. Each covered parking stall is assigned to a unit at Lakeside Village, and no one other than the owner of the parking stall may park there without the owner's permission.

2. Street-legal motorcycles may not be parked anywhere except in the parking stalls, with only one motorcycle per stall.

3. Vehicles that are not street-legal shall not be allowed to remain in the parking lot without prior written approval of the Board. Violation will result in towing at the vehicle owner's expense.

4. Boats, non-motorized trailers, RVs or other recreational vehicles are not to be parked in the lot for more than 24 hours at a time unless such vehicle fits in one standard parking stall. If such vehicle takes only one standard parking stall, it may remain on the premises for up to one week at a time so long as it is on the property for the purpose of imminent use and not being stored or occupied.

5. All cars and other licensed vehicles must be registered with the Board as to license number, make, model, year, registered owner and unit to which it is attached.

6. Vehicles parked in a yellow painted fire hydrant or fire lane area will be towed.

7. Only vehicles deemed street-legal by the State of Washington RCWs are permitted use of the premises. All other vehicles, whether operative or inoperative, unlicensed or otherwise, will be towed at the owner's risk and expense with no notice.

8. Vehicles, operative or otherwise, stored and unmoved for a period of thirty (30) days or more without Board approval will be subject to tow at the owner's risk and expense with no notice. Operative street-legal vehicles shall be permitted extensions upon prior written notice and approval of the Association's Board of Directors.

#### G. PETS

1. No animals other than domesticated household pets, i.e., dogs, cats, birds, hamsters and fish, may be kept or maintained in a unit.

2. No more than two pets per unit may be kept (aviary and aquariums excluded).

3. No fish tanks larger than 30 gallons permitted.

4. Pets shall not be kept, maintained or bred for commercial purposes in any unit.

5. All animals must be kept quiet. Dogs must be leashed and in control of the owner or other responsible adult in accordance with any City of Federal Way ordinances.

6. Pets are not permitted in the pool area. Owners are strongly encouraged to exercise their pets on the large lawn areas west of the parking lots on the east side of building 5.

7. No structures are to be built in the limited common areas. This includes, but is not limited to, pet kennels and dog runs.

8. Dogs will not be allowed to be tied in any way to buildings, trees, fences, leash tie-on or by chaining to a stake in the ground.

9. Pet owners are directly responsible for and will be liable for all costs should any physical or property damage occur due to pets in the common areas and limited common areas.

10. Residents keeping a dog or other pets on the premises shall take all care required to ensure that their pet does not disturb other residents. Dogs are not to be left unattended on patios or decks.

11. Animals are not allowed to urinate within 15 feet of any building. Urinating close to buildings creates unpleasant odors and potential health hazards.

12. Residents shall ensure proper disposal of pet excrement. Dog owners must pick up after their dogs. Cat owners must ensure that litter is appropriately bagged and disposed of. Residents are expected to clean up after their pets. Fines will be immediately assessed upon any homeowner who is observed not cleaning up after his/her animal.

13. If the property management company or an Association Board member receives a complaint from one or more residents regarding a pet after a reasonable attempt has been made to discuss the situation homeowner to homeowner, the disposition of the complaint shall be determined per the provisions of the Association's Bylaws.

14. Cats are not to be left outside at night after 10:00 p.m.

Note: If a rule violation persists, the Board may at any time require the removal of any animal or cause it to be removed at the expense of the resident owner of the pet when in the Board's determination the animal is disturbing other residents unreasonably or creating a hazard to people or other animals. The Board may exercise this authority for specific animals even though other animals are permitted to remain.

#### H. DECKS, PATIOS, LANDINGS, AND STAIRWAYS

1. Lanais, patios, decks and landings must be kept in a neat, orderly fashion. No storage of large or unsightly objects, including but not limited to freezers, refrigerators, other appliances or motorized vehicles, is allowed in these areas.

2. No beach towels, blankets, clothes, etc. are to be hung from deck railings.

3. No flower pots or other objects are to be placed on deck railings unless secured to the railing.

4. No clotheslines of any type are allowed on patios or decks.

5. Barbecue fires should be kept away from railings and walls, and use of starter fluid should be kept to a minimum.

6. Stairways and landings should be kept clear of all objects. Storage of any type is prohibited in these areas. Absolutely NO storage of any kind.

7. Saucers must be used under flower pots/planters and raised on 2X2s for ventilation of the deck floor.

8. No personal items are to be stored on the front landing or entry stairwells. Such storage shall be allowed on the rear patios as long as they are stored in a neat and orderly fashion.

9. Deck loading of materials shall not exceed 500 pounds.

10. No storage of firewood on decks is allowed.

11. Decks and patios and outside areas must be kept clean and free of clutter.

Remember, your unit is your neighbor's view, as theirs is yours. Please avoid sweeping debris and shaking rugs off of second- or third floor balconies and decks.

# I. ANTENNAS and SATELLITE DISHES

1. No antenna, satellite dish or similar equipment shall be affixed to any wall, roof or otherwise placed on any Association common element. The following exceptions apply; direct broadcast satellite (DBS) and multi-point distribution service (MDS) one meter or less in diameter are permissible under the following guidelines:

a. No more than one antenna of each type may be installed by an owner.

b. Antennas cannot be on front of any building or covered parking structure or be seen from the street fronting each building.

c. Antennas may be required to be painted to match the building.

d. Owners shall not permit their antennas to fall into disrepair or to become safety hazards.

e. Owners shall be responsible for antenna maintenance and repair.

f. Antennas shall be installed and secured only by an authorized technician and in a manner that complies with all applicable city, county, and state laws and regulations.

g. Antennas may require screening or camouflaging.

h. Antennas may not be placed on the ground or other common area landscaping.

2. All satellite dish installations require an application to and approval by the Board of Directors prior to the installation. All applications shall require the signature of all homeowners/Association members that view the satellite dish. Requests for variances will be considered on an individual basis.

Note: The aforementioned Administrative Rules and Regulations were derived from the Telecommunications Act of 1996. These rules are subject to change to comply with future. Federal Communications Commission rulings.

#### J. PLAY AREA

1. Play areas are the tennis court, when not in use for playing tennis, the grassy area behind the cabana, and the grassy area to the west side of the parking lot. Residents are reminded of the danger of unsupervised play near the lake and in the pool area.

#### K. POOL/SPA AREA

1. All guests must always be accompanied by a resident who is at least 18 years of age. All residents are responsible to make sure that guests comply with the rules and regulations-bylaws and declarations of Lakeside Village Condominium Association.

2. Children under 16 years of age must be supervised and accompanied by an adult who is a resident. All residents and guests will swim at their own risk as there is no lifeguard on duty at the pool.

3. Air mattresses, beach balls, inner tubes, and other floating objects are not allowed in the pool if they are annoying to other swimmers using the pool. Please use common courtesy. All radios must be kept at a reasonable level.

4. There will be NO glass containers of any kind allowed in or around the pool or spa areas. Broken glass can cause severe injuries.

5. No cut-offs will be permitted in the pool or spa. Excessive oil or suntan lotion must be removed prior to using the pool or spa. NO NUDITY is allowed in the pool or spa.

6. There will be no Frisbees, ball throwing, running, shoving or rough-housing permitted in the pool area.

7. If you are the last person to leave the cabana, make sure all doors and windows are locked.

8. Pool/Spa hours are from 8:00 AM. to 10:00 PM unless otherwise posted. Posted times prevail.

9. Absolutely NO alcohol is allowed in pool/spa or cabana at any time.

10. Absolutely NO occupancy of the pool/spa or cabana is permitted past posted closing time. Compliance will be enforced and may result in revocation of the privilege of use.

# L. CABANA

1. Any and all use of the cabana shall be under the direct supervision and responsibility of the Lakeside Village homeowner who reserves it.

2. It is necessary that the homeowner:

- a. return all furniture to its original position
- b. vacuum the floor

c. clean all items used such as counter tops, tables, sink, stove, coffee pot, fireplace, trash cans in the restrooms, etc.

- d. remove food and dishes from the refrigerator and clean as required.
- e. remove and dispose of all trash from the cabana in order to prevent health problems.
- f. turn heat to 50 degrees Fahrenheit and turn the lights off except as indicated.
- g. be sure that all doors and windows are locked.

3. The owner shall be financially responsible for any and all damage or exceptional cleaning costs occurring to the cabana during use and agrees to pay for said damage(s) within ten (10) days of billing and agrees to pay any collection and/or legal costs incurred by Lakeside Village Condominium Association in the collection of said debt.

4. The owner agrees to assume all liability for personal injury or loss and will defend and hold blameless from all claims arising there from Lakeside Village Condominium Association and its members.

5. Any abuse of the cabana may result in revocation of the privilege of use.

6. At time of reservation, a \$100.00 deposit will be made, refundable upon an inspection of the cabana by a member of the Board of Directors and affirmation that the cabana is in satisfactory condition.

7. No wet bathing suit is to be worn in the main area of the cabana.

8. Reservation of the cabana does not include the spa or the pool.

9. No smoking of any kind including but not limited to illegal drugs, legal drugs, vapor pens in the cabana.

#### M. ACCOUNTABILITY

1. Homeowners are responsible for the prompt and full payment of monthly Lakeside Village Association dues. Because these fees are the sole source of Association income and there is no provision for sufficient

reserve to carry late payments, there will be a Late Payment Fee imposed on every account for which payment in full is not received by the 15th day of the month. The amount of the fee will be \$35.00 per month.

2. Any homeowner who chooses to run for the Board and is currently in arrears account status will be announced at the time of election of officers.

#### N. ENFORCEMENT

1. Failure to follow the set-forth rules and regulations of Lakeside Village Condominium may result in written notification and/or fines imposed by the Association.

#### O. GRIEVANCE/FINE PROCEDURE

1. The Association Bylaws contain information regarding the grievance and fine procedures.

#### P. FEES & CHARGES:

1. Fines for Violations of Rules and Regulations:

a. The first violation of a Rule or Regulation will result in a compliance letter sent to the owner of the unit, at the last address provided by that unit owner.

b. The second violation of the same Rule or Regulation, within 12 months of the first violation, will result in an initial fine of \$100.00.

c. The third and subsequent violation of the same Rule or Regulation within 12 months of either a compliance letter or subsequent fine will be \$250.00.

2. Fees payable by Unit Owners:

\$ 35.00	Per month late charge on units with an outstanding balance at
	month-end closing

- \$ 150.00 Refinance Questionnaire fee
- \$ 250.00 Resale Certificate fee or maximum allowed by law
- \$ 25.00 Process fee due on sale of property
- \$ 150.00 Transfer fee
- \$ 100.00 Owner move-out fee/new owner move-in fee
- \$ 100.00 Move-in/move-out fee when rented at every turnover

Please remember that these rules and regulations are not issued to unreasonably restrict individual activities, but rather to ensure that all residents receive the peace and privacy to which they are entitled.

The Board is here to serve the good of the Association and to assist all residents as required. We are equal owners with all other residents. Therefore, should you see any witness any actions, whether illegal, destructive or merely mischievous, it is your responsibility to do all you can to stop such action, after which you should report it to the property manager or a Board member so that such action can be placed on record. Your cooperation is needed and appreciated in fostering a pleasant and livable neighborhood.

# MAINTENANCE RESPONSIBILITIES OF:

# HOMEOWNERS

# ASSOCIATION

Plumbing fixtures, toilets, sinks, bathtubs, accessible piping, and all interior caulking	Piping and plumbing in walls and under units' flooring (nonvisible), if not problem caused by owner negligence, such as leaving unit unheated, causing freezing of pipes and related breakage and/or leakage.
Interior faucet leak or malfunction	Exterior faucet leak or malfunction if problem not caused by owner negligence, such as frozen faucet and piping cause by unwrapped faucet
Water heaters and resulting damage	Roofs, including roof and/or flashing leakage, gutters, foundations, studding, joists, beams, supports, lead-bearing walls, (excluding nonbearing interior partition walls) and all other structural parts of the building
Furnaces, fans, heating equipment	Mowing, landscaping and maintenance of the yard areas, trees and gardens
Toilet stoppage, unless caused by sewer malfunction. Also, any door openers, washer and dryers, microwaves, and all other appliances	Walkways, driveways, parking areas
Cabinets and Countertops	Exterior painting and/or staining of the building and the type and color of paint or stain
Electrical fixtures and appliances. circuit breakers, fuses, outlets and electrical switches	Defective electrical wiring, conduits, and cable TV (nonvisible; only such as in walls and/or ground).
Replacement of any glass in windows, window screens, and doors that become cracked or broken.	Fireplace and/or chimney not drawing properly, unless problem is due to improper cleaning on the part of the homeowner
Malfunctioning windows and doors including entry door, sliding glass door and other interior doors,	Site drainage: Improper drainage of site (if over 24 hours of standing water)
All floor (linoleum, hardwood, carpeting) unless damage caused by roof or wall leakage promptly reported in writing to management firm.	Ice build-up on roofs
Interior paint and wallpaper	Attics and crawl spaces

Interior of unit with respect to treating the interior for insects and all related expenses incurred for interior fumigation	Wrapping exterior water fixture in cold weather
	Chimney cleaning
	Exterior of buildings and common grounds with respect to treating the property for insects.

# **ARTICLES OF AGREEMENT**

# FOR USE OF THE LAKESIDE VILLAGE CABANA

Village homeowner who reserves it.

2. It is necessary that the homeowner:

a. return all furniture to its original position.

b. vacuum the floor.

c. clean all items used such as counter tops, tables, sink, stove, coffee pot, carpet stains,

fireplace, trash cans in restrooms, etc.

d. remove food and dishes from the refrigerator and clean as required.

e. remove and dispose of all trash from the cabana in order to prevent health problems.

f. turn heat to 50 degrees Fahrenheit and tum the lights off except as indicated.

g. be sure that all doors and windows are locked.

I haraby agree to the above terms and conditions

3. The undersigned shall be financially responsible for any and all damage or exceptional cleaning costs occurring to the cabana during use and agrees to pay for said damage(s) within ten (10) days of billing and agrees to pay any collection and/or legal cots incurred by Lakeside Village Condominium Association in the collection of said debt.

4. The undersigned agrees to assume all liability or personal injury or loss and will defend and hold blameless from all claims arising there from Lakeside Village Condominium Association and its members.

5. Any abuse of the cabana may result in revocation of the privilege of use. ABSOLUTELY NO ALCOHOL OR SMOKING ALLOWED.

6. At time of reservation, a \$100.00 deposit will be made, refundable upon an inspection of the cabana by a member of the Board of Directors and affirmation that the cabana is in satisfactory condition.

# 7. RESERVATION OF THE CABANA DOES NOT INCLUDE THE POOL, WHICH (WHEN NORMALLY IN OPERATION) WILL REMAIN OPEN TO RESIDENTS AND THEIR GUESTS

Thereby agree to the above terms and conditions.	
Name:	
Address:	
Phone:	
Date:	
Signature:	
Check-in condition:	both parties initial
Check-out-condition:	both parties initial result in a fine of \$250.00 es as monthly assessments.