

**SAMMAMISH LANDING CONDOMINIUM
RULES AND REGULATIONS
(Restated March 2017)**

TABLE OF CONTENTS

Introduction	2
Rule I – Unit Alterations	2
Rule II – Appearance and Maintenance	4
Rule III – Signs	6
Rule IV – Vehicles and Parking	6
Rule V – Pets	9
Rule VI – Garbage	11
Rule VII – Noise and Offensive Activities	12
Rule VIII – Sales and Leasing	13
Rule IX – General Rules	16
Rule X – Smoking	17
Rule XI – Children at Play	17
Rule XII – Swimming Pool and Jacuzzi	17
Rule XIII – Dock Use and Access	18
Rule XIV – Security and Safety	19
Rule XV – Assessments and Collections	19
Rule XVI – Fines and Violations	21
Rule XVII – Association Communications Process	23

INTRODUCTION

- All Unit Owners, Tenants and Guests are subject to these Rules and Regulations. It is the responsibility of each Unit Owner to notify Tenants and Guests of the Rules and Regulations and ensure that they abide by them. The Rules and Regulations supplement and clarify the Declaration of Condominium and Bylaws. In the event of any conflict between the Declaration of Condominium and these Rules and Regulations, the Declaration of Condominium shall control.
- Definitions for terms used in these Rules are the same as those found in Article I of the Declaration of Condominium.
- All Unit Owners have an investment in the entire condominium complex. To protect that investment and to promote the welfare of all Unit Owners and Occupants by the maintenance of a safe, attractive, and pleasant residential living area, the Board of Directors of the Association has issued the Rules and Regulations under the authority and provisions of the Declaration of Condominium.
- If you observe any violations that are of concern to you, you can report them to the Property Management Company or the Board of Directors.
- The Board of Directors enforces these Rules and Regulations and can impose sanctions for violations.
- The Board of Directors may amend these Rules and Regulations by a majority vote at any meeting of the Board of Directors, or by unanimous written consent.
- Invalidation of any one of these rules and regulations by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

RULE I UNIT ALTERATIONS

Common Element areas include land, the exterior of the building, hallways, roofs, stairs, driveways, dock, pool and spa, carport —and any other area designated for use by multiple Unit Owners or their Tenants and Guests.

Limited Common Element areas are areas outside the Units but reserved for the exclusive use of designated Unit Owners: private patios, private balconies, assigned carport or other parking spaces, fuel storage lockers, assigned interior storage areas, windows, doors, etc.

1.1 Exterior Changes

1.1.1 Any proposed addition, removal or modification that may visually affect the exterior appearance of your Unit (including, but not limited to cabling, storm/screen doors, lighting fixtures, air conditioning units, television or Wi-Fi dishes, antennas, paint, etc.) or any alterations to a Limited Common/Common Element areas such as boat lifts and/or boat fuel storage lockers, patios or balconies, must be submitted in writing to the Property Management Company for the review and approval by the Board of Directors.

1.1.2 A complete description of the proposed change is to be submitted. [The Board has 30 days to decide and respond.](#) If the Board makes no response, the proposed change shall be deemed rejected. The Unit Owner will be required to provide a proposal to return any unapproved alterations to the original condition to the Board for review and approval within ten days at the Unit Owner's expense. If the proposal is not approved the Board may have the alteration corrected by a licensed contractor at the Unit Owner's expense.

1.2 Interior Changes

1.2.1 No changes can be made to an interior of a Unit that could affect structural integrity, require substantial alteration of plumbing, electrical systems, or have a negative effect on the condominium or any other condominium Units or occupants within those Units without prior approval by the Board of Directors. Examples of negative effects include excessive noise, moisture, odors, etc. Examples of changes that apply:

- [any changes to the existing floor or underfloor covering \(e.g. changing an existing carpeted floor to a hardwood floor or other hard surface\);](#)
- [any holes drilled through the exterior walls from the inside of the unit;](#)
- [any holes drilled through a ceiling, floor or wall that separates one unit from another unit, including a Common Element area or walls within the carport areas; and](#)
- [work behind walls and ceilings, for example adding or removing ducts or insulation.](#)

1.2.2 Any proposed addition, removal or modification that may visually affect the exterior appearance of your Unit (including, but not limited to cabling, storm/screen doors, lighting fixtures, air conditioning units, television dishes, antennas, paint, etc.) or any alterations to a Limited Common/Common Element areas, must be submitted in writing to the Property Management Company for review and approval by the Board of Directors.

1.2.3 The Unit Owner must submit a complete description of the proposed change for review and approval by the Board of Directors. The Board has 30 days to decide and respond.

Comment [TB1]: CHANGED FROM 45 DAYS.

1.2.4 The Unit Owner will be required to provide a proposal to return any unapproved alterations to the original condition to the Board for review and approval within ten days of notice from the Board or Property Management Company at the Unit Owner's expense. If the proposal is not approved the Board may have the alteration corrected by a licensed contractor at the Unit Owner's expense.

1.2.5 Any proposed alteration, betterment or improvement of any kind increasing the value of a unit by \$10,000 or more must be reported to the Board of Directors, regardless of whether it requires approval. Any increase in the Association's insurance premium resulting from such a betterment or improvement may be allocated to that individual Unit.

RULE II APPEARANCE AND MAINTENANCE

2.1 Landscaping

2.1.1 Planting is not permitted in the Common Element areas. Potted flowers must be contained within a planter that has a water catch basin to prevent any damage to the underlying surface. Flower planters cannot be attached or placed on balcony railings to prevent injuries from falling planters. Any dead plants must be removed.

2.1.2 Nothing shall be tossed over or allowed to drain from a patio or balcony including, but not limited to, emptying ice chests.

2.1.3 No trees or other flora shall be pruned, cut or removed from the ground at any time without permission from the Board of Directors. Any existing foliage that is removed or damaged by a Unit Owner, their Tenants, Guests, family, agents or contractors will be charged to and payable by the responsible Unit Owner.

2.2 Exterior Appearance and Maintenance

2.2.1 All entrance areas, walkways and stairwells must be kept clear. Storage of personal items shall not be allowed in or under stairwells.

2.2.2 Storage of fuel or any other hazardous or flammable materials is prohibited. Storage of boat fuel is allowed in the boat fuel storage lockers. A limited amount of propane for a barbeque grill may be stored on patios or balconies.

2.2.3 Areas visible to the outside must be kept neat and free from clutter, laundry, garbage, broken furniture, dead plants, empty boxes, or other unsightly objects. Residents shall not hang or dust garments, rugs, or other items, from the rails, windows, or the façades of the property. No household furniture, *e.g.* sofas, futons, or mattresses shall be stored on a patio or balcony. Items on balconies and patios may consist of flower planters, barbecues, benches, and patio furniture.

2.2.4 No clotheslines are permitted.

2.2.5 Bicycles, toys, recreation equipment and other personal property must not be left on the sidewalks, driveways, parking spaces, pool, spa, dock swim platform, or other Common Element areas or on Limited Common Element areas as defined in 2.2.3 above. A bicycle rack is provided for resident use near the north-east corner of the parking lot.

2.2.6 Seasonal decorations, including holiday lights, may be displayed provided they do not affect the Association's insurance, create a hazard, or violate any applicable ordinance or code. Holiday decorations must be removed within 2 weeks following the holiday.

2.2.7 Security bars or grates on doors or windows are prohibited.

2.2.8 All Unit windows shall have white or off white window coverings and shall be maintained in "like new" appearance.

2.2.9 Unit Owners and Other Residents, Tenants and Guests are prohibited from going on the roof of the main building, pool building or carport.

2.3 Right of Entry for Inspection or Repair

The Association, the Property Management Company, and their agents or employees may enter a Unit and the Limited Common Elements allocated thereto to inspect and to effect repairs, improvements, replacements, maintenance or sanitation work deemed by the Board to be necessary in the performance of its duties, to do work that the Unit Owner has failed to perform in violation of the Declaration or Rules and Regulations, to prevent damage to the Common Elements or to another Unit, or to prevent unnecessary Common Expenses. Except in cases of emergency, the Board shall give the Unit Owner of the Unit to be entered at least 72 hours' notice. If the Board determines there is a need to repair or replace a portion of a Unit or Limited Common Element, the Association may either require the owner to make the repair or replacement, or may make the repair or replacement itself and allocate the cost to the Unit Owner. The Board may levy a special assessment against the Owner of the Unit for all or a part of such sums, which may be collected and foreclosed by the Association in the same manner as assessments are collected and foreclosed under the governing documents.

**RULE III
SIGNS**

3.1 No signs, notices or advertisements shall be inscribed or displayed in any way on or at any window, Unit entrance door, or any portion of any building exposed to public view, nor installed on or at any exterior position without approval by the Board of Directors.

3.2 Standard 2' x 3' "For Sale" or "For Rent" professional signs are allowed adjacent to the road on the north side of the driveway entrance (same side as the Sammamish Landing sign). "Open House" signs are permitted if they are put up and taken down on the same day.

3.3 Real estate lock boxes can be attached to the eye-bolts on the carport column at the front of parking slip 16.

**RULE IV
VEHICLES AND PARKING AREAS**

4.1 General

4.1.1 Parking on the property is limited to general passenger vehicles, boats and boat trailers. These are designated as passenger cars, pick-up trucks and vans (under 10,000 lbs. gross vehicle weight) and less than 20 feet in length and motorcycles.

4.1.2 Boat/trailer combinations parked in the carport area cannot exceed 24 feet in maximum length. No boat/trailer combination can extend more than 22 feet from the edge of the carport sidewalk outward, and no more than 2 feet from the edge of the carport sidewalk inward. Boat covers of neutral color or colors matching the boat color or the building colors are allowed.

4.1.3 Boat/trailer combinations more than 24 feet in length may only be parked along the outer edge (i.e. uncovered area) of the parking lot and must be backed in as far as possible to minimize the portion of the boat/trailer combination from the curb into the parking lot. Care must be taken to avoid damage to landscaping. Any damage to the landscaping will be repaired or replaced at the Unit Owner's expense.

4.1.4 Vehicles with loud or absent mufflers are not permitted on the premises.

4.1.5 All parking spaces are restricted for parking of operable motorized vehicles only. Inoperable vehicles are not permitted in the parking area for more than 2 days. Inoperable means one or more of the following:

- i. Any vehicle improperly licensed or without current tabs.

- ii. Any vehicle that is not drivable due to a physical condition—broken down motor, flat tire, broken lights, broken glass, etc.

4.1.6 No vehicle shall be parked in a condition as to cause damage to people or property, nor in an unsightly condition.

4.1.7 No vehicle shall be parked to appear abandoned for more than 10 days.

4.1.8 Storage of vehicles is prohibited.

4.1.9 The speed limit in the Sammamish Landing condominium is 5 mph.

4.1.10 Parking for loading and unloading only and for a period not to exceed 15 minutes is permitted in the designated areas in the portico adjacent to the building.

4.1.11 LOCK ALL VEHICLES AND DO NOT LEAVE VALUABLES IN UNATTENDED VEHICLES. THE ASSOCIATION ACCEPTS NO RESPONSIBILITY OR LIABILITY FOR DAMAGE TO OR THEFT OF ANY VEHICLE OR ITS CONTENTS.

4.1.12 Nothing other than a boat or operable vehicle or trailer may be stored in a parking slip. This includes tools, containers, batteries, chains, cables, rags, furniture, potted plants or other items.

4.2 Motorcycles

4.2.1 Two-wheeled motorized vehicles, such as motorcycles, are subject to the same rules as automobiles. Do not take them into your condominium or park them on the patios, balconies, or sidewalks.

4.2.2 Motorcycles must be parked only in residents' assigned parking spaces.

4.3 Assigned Parking

4.3.1 Unit Owners, Tenants, Guests, and other residents may park only in their designated spaces. Unit Owners can make agreements with other owners to use one another's space as set forth in the Declaration of Condominium. The Unit Owners involved must notify the Property Management Company of any such agreement that is for a period longer than two weeks.

4.3.2 Vehicles are not permitted to be parked in fire lanes or designated car washing areas. Parking in designated loading zones shall be limited to time posted.

4.3.3 Vehicles must be parked within the white lines of the parking space and NO tandem parking is allowed (exceptions will be made for motorcycles, mopeds, bicycles, etc., when the total space being used does not exceed the marked length and width of the stall).

4.3.4 If an unauthorized vehicle is parked in your space and you are unable to locate the owner to move it, [contact the Property Management Company](#).

Comment [TB2]: CHANGE. PREVIOUSLY STATED TO CONTACT KENS TOWING.

4.4 Vehicle Repairs

No major vehicle repair or “overhauling” of vehicles is permitted anywhere on the premises, including covered and uncovered parking spaces. Except for emergencies, work performed shall be limited to items that will not prevent the vehicle from moving under its own power for more than 24 hours. Minor maintenance, which can be completed in the same day, shall be permitted.

4.5 Vehicle Fluids

4.5.1 Vehicle fluid drips and spills must be removed or cleaned by the Unit Owner, their Tenants or Guest immediately and at their expense. Otherwise, the Association will have the cleanup performed and the Unit Owner will be billed \$50 plus the actual cleanup cost. All vehicle oil and fluid leaks must be repaired immediately by applying a product designed for this purpose, or a solution of water and laundry detergent.

4.5.2 All drained vehicle fluids shall be disposed of in a legal manner. Pouring fluids down storm drains or disposing of it in the garbage dumpster or other receptacles is NOT permitted.

4.6 Recreational Vehicles

[No motor homes, RVs, trailers, or campers can be stored or parked on the premises for more than 24 hours. Parking for such vehicles shall only be for the purposes of readying, loading and unloading the vehicle. Boat and boat trailers meeting requirements of Rule 4.1 are allowed.](#)

4.7 Towing

Any vehicle parked illegally or violating any of the provisions of the Rules and Regulations is subject to immediate impoundment and towing at the vehicle owner's risk and expense and without warning of any kind.

**RULE V
PETS**

5.1 Type and Number.

5.1.1 Domestic household pets, such as dogs and cats, birds, and reptiles may be kept by residents. No more than two (2) pets may be kept in any Unit.

Comment [TB3]: REMOVED REQUIREMENT FOR PETS TO BE UNDER 20 POUNDS.

5.1.2 PETS THAT ARE POISONOUS OR OTHERWISE DANGEROUS TO PEOPLE ARE STRICTLY FORBIDDEN ON THE PREMISES.

5.2 Owners responsible for pets

5.2.1 A one-time, non-reimbursable pet fee of \$100 (One hundred dollars), per pet will be assessed.

5.2.2 Unit Owners are financially responsible for any damages caused by their or their Tenant's, Guest's, or other occupants' pets, including but not limited to, grass, bark, shrubs and Common/Limited Common Element areas and damages to other Unit Owners' personal property.

5.2.3 A Unit Owner will be held financially liable for the cost of ridding the Unit or building or Common Element areas of fleas if it is determined that the Unit Owner's or their Tenant's, Guest's or other occupant's pet is the cause of the problem.

5.3 Licensing

5.3.1 All pets on the premises must be properly licensed in accordance with law.

5.3.2 All dogs and cats must be properly immunized.

5.4 Leash & Roaming Rules

5.4.1 Pets are not to be left alone or unattended while outdoors even when leashed. This includes on patios and balconies.

5.4.2 Pets shall not be allowed to roam on the condominium grounds unless engaged in direct activity with its owner. Pets must be on a leash, carried, or caged while in the hallways or stairwells or anywhere outside the Unit Owner's Unit.

5.4.3 Pets shall not be tethered outdoors in Common Element areas. They may be tethered within the Limited Common Element areas associated with the pet owner's

respective Unit and ONLY WHILE THE PET OWNER OR THE UNIT OWNER IS PRESENT AT THE UNIT.

5.5 Cleanup of animal waste

UNIT OWNERS ARE ULTIMATELY RESPONSIBLE FOR CLEANING UP THE WASTE OF THEIR AND THEIR TENANT'S, GUEST'S OR OTHER OCCUPANTS' PETS FROM ALL COMMON ELEMENT AREAS. THIS INCLUDES GARDENS AND LANDSCAPED AREAS. IF A RESIDENT PET OWNER IS NOT COMPLIANT, THE PET WASTE WILL BE REMOVED AT THE UNIT OWNER'S EXPENSE AND THE UNIT OWNER WILL BE SUBJECT TO FINE(S) AS OUTLINED IN RULE XIII.

5.5.1 Pet waste must be disposed of immediately and properly.

5.5.2 Pet waste is not allowed on the patios or balconies.

5.5.3 In disposing of solid pet litter, it must be placed in a plastic trash bag and securely tied.

5.6 Pet Problems

5.6.1 Report documented pet problems to the Property Management Company.

5.6.2 Pet owners or those caring for pets of others are expected to control any pet that makes frequent repetitive or continuous noise that disturbs or interferes with the peace and comfort of the other residents.

5.6.3 Pets found to be vicious or a recurring nuisance (because of droppings, noise, etc.) may be barred temporarily or permanently from the premises even if other pets are permitted to remain.

5.6.4 The Board may at any time require the removal of any animal that it finds is disturbing other owners unreasonably, in the Board's determination, and may exercise this authority for specific animals even though other animals are permitted to remain.

5.6.5 After no more than three complaints, any animal deemed a nuisance or potential hazard, by decision of the Board of Directors, must be removed from the premises. Any pet attacking a person or other pet shall be subjected to immediate removal by decision of the Board of Directors upon the FIRST written complaint.

5.6.6 If a pet endangers the physical safety of a resident, it can be declared a nuisance and the Animal Control will be requested to remove the animal at the Unit Owner's expense immediately regardless of who owns the pet.

5.6.7 Pet owners, and ultimately Unit Owners, shall be responsible for all expenses connected with pet removal.

5.6.8 Any pet causing or creating a nuisance, unreasonable disturbance or noise will have a warning issued to the Unit Owner. If the problem is not corrected, it must be permanently removed from the property upon three (3) days written notice from the Board of Directors.

5.7 Miscellaneous Pet Issues

5.7.1 Visiting pets are subject to the Unit Owner being the responsible party for any damages that may be caused by the visiting pet.

5.7.2 All pets shall be placed inside their respective Unit when their owners retire for the evening.

5.7.3 Pet owners must provide a name, address and phone number of an “emergency contact person” to assume immediate custody of the pet in case of serious illness or death of the pet owner. If no emergency contact exists, or if contact does not assume immediate custody of pet, the Board will arrange to have the pet removed by local animal shelter personnel.

5.7.4 Aquariums may be restricted in size or design.

RULE VI TRASH AND RECYCLING

6.1 Trash and recyclables must be disposed in the containers provided. No garbage shall be left on the nearby ground or elsewhere in the Common or Limited Common Element areas.

6.2 The dumpster is for the disposal of normal household trash. No outside trash is allowed to be deposited in the Association’s dumpster. No commercial trash is allowed to be deposited in the Association’s garbage receptacles.

6.3 Recycling containers are provided. Please separate garbage into trash and recyclables and deposit accordingly. No garbage is to be placed in the recycling bins. Residents are required to follow the instructions on the containers as to the types of items that may be deposited in a container.

6.4 Leaving garbage in the hallway or outside the building entrance is not permitted at any time.

6.5 All perishable trash shall be placed in sealed or tied off plastic bags.

6.6 Trash and recycling containers are for ordinary household garbage only and shall not be used for large items such as furniture, etc. Do not place old furniture or mattresses into the trash containers or trash container areas. It is the homeowner's responsibility to properly dispose of these items. Cardboard boxes must be broken down and placed into the recycling bins. It is the responsibility of Unit Owners, Tenants, Guests and other occupants to dispose of oversized items off site.

6.7 In the case of large quantities of, or large-sized, boxes and packing materials, for example the result of moving—the Unit Owner, Tenant, or occupant needs to dispose or recycle at a drop-off site waste facility outside the Sammamish Landing complex.

6.8 It is the Unit Owner's and their Tenant, Guest or other occupant's responsibility to clean up their spilled garbage. The garbage collector will NOT pick up waste that is outside of the dumpsters.

6.9 Make sure the lid is closed after you have discarded any garbage. All pet waste must be placed within a plastic bag and tied off before being placed into the dumpster.

6.10 All paint and hazardous materials are to be disposed of properly at a county transfer station at the owner's expense and not put into the trash containers.

6.11 Do not discard any materials that might create a fire hazard.

6.12 Christmas trees are not to be placed in the dumpster. Christmas trees are to be taken to an off-site waste facility and disposed of at the Unit Owner's or Tenant's expense.

6.13 Garbage and recyclables from other residences outside the complex are not to be disposed of at Sammamish Landing. This prohibition also applies to non-resident Unit Owners.

RULE VII NOISE AND OFFENSIVE ACTIVITIES

7.1 No occupant shall cause or permit any disturbing noise or disorderly conduct in their Unit or on the premises, or to permit acts which interfere with or otherwise prejudice the rights, comfort or convenience of other occupants. This limitation includes, but is not limited to noise, pet noises, odors, smoke, particulates, vibrations and any other activity which may be judged by the Board to be obnoxious. Occupants shall exercise reasonable care to avoid making

or permitting to be made, any loud, disturbing or objectionable noise which is deemed a nuisance, or interfering with the enjoyment of the other residents.

7.2 All Resident will observe the community Quiet Hours, which are:

10:00 p.m. to 6:00 a.m. Sunday through Thursday;
11:00 p.m. to 8:00 a.m. weekends

7.2.1 Unit Owners and other occupants shall exercise extreme care to confine noise to their own condominium during the Quiet Hours. Audio equipment, Television, video/electronic games, appliances, tools, etc., should not be audible in Common Elements or other Units.

7.2.2 Unit Owners and other occupants shall schedule or perform repair work (removal, installation, remodeling, etc.) with required operations such as hammering, sawing, drilling, sanding, etc. between the hours of 8:00 a.m. and 5:00 p.m. weekdays and 9:00 a.m. to 5:00 p.m. weekends.

7.2.3 Moving activities shall not take place during Quiet Hours.

7.3 The use of firecrackers or noise-emitting fireworks is not permitted on the premises.

7.4 Vehicle noise shall be kept to a minimum. Racing or revving of motorcycle or other engines will not be permitted. Please refrain from using vehicle horns. This includes all guests.

7.5 Owners must comply with City of Redmond and King County noise ordinances.

**RULE VIII
SALES AND LEASING**

8.1 Sale

8.1.1 No later than 10 days before occupancy, the buyer must provide the name(s) and contact information (including email address and telephone number to the Property Management Company. If the buyers intend to lease or rent the Unit, see Rule 8.2 Rentals below).

8.1.2. All Unit Owners, whether they take up residence or lease the Unit, will be provided with a copy of the Declarations, the Rules, the Bylaws and the Articles of Incorporation. Unit Owners are required to acknowledge they have received and read these documents and pay the \$150 move in fee.

8.1.3 Owners who do not register an offsite address will be assumed to reside on-site. All Association mailings will be sent to the on-site address.

8.2 Rentals

8.2.1 BOARD NOTIFICATION. The Unit Owner shall notify the Board, through the Property Management Company, in writing, in advance of the Unit Owner's intent to rent or lease a Unit. Subsequently, the Unit Owner shall notify the Board, through the managing agent, of the names of all occupants of the rented or leased Unit and whether they have pets. See Rule V on pet rules.

8.2.2 TENANT SCREENING. This section is applicable to the rental of any Unit except when the tenant is a parent, spouse, child or sibling of the Unit Owner, or a legal partner in ownership. A Unit Owner seeking exemption from Tenant Screening must provide written certification of the relationship to the Board.

Any Unit Owner who wishes to rent or lease must engage a professional Tenant Screening Service prior to entering a Lease Agreement. The Tenant Screening shall include a criminal background check, rental history and bankruptcy history. The Unit Owner shall provide the Board with a copy of a receipt from the Tenant Screening Service. All decisions regarding tenant selection are the Unit Owner's responsibility.

8.2.3 WRITTEN LEASES. All leases or rental agreements shall be in writing and be subject to the Declaration, Bylaws and Rules & Regulations. The Board, through the managing agent, must be provided a copy of the lease or rental agreement prior to allowing tenant or occupant to move in. The lease must include the parking space numbers and boat slip, if any, assigned to the Unit Tenant or occupant.

8.2.4 TENANT INFORMATION. The names, phone numbers, and other Board-required information regarding the Tenants and/or non-owner occupants, must be provided to the managing agent on behalf of the Board as soon as reasonably possible, but in no case more than fourteen (14) days from the date of occupancy. Required information includes emergency telephone numbers, email address, description of vehicles and licenses, description of pets and license numbers.

8.2.5 RULES PROVIDED—STIPULATION. Unit Owners or their agencies are required to provide a hard copy of the Association's Rules & Regulations to their tenants or provide the address where the Rules can be viewed online prior to move-in. Unit Owners further agree to require each tenant to read and sign a Board-approved amendment to the lease or rental agreement that stipulates compliance with all the Association's governing documents. The Tenants shall agree to comply with the provisions of the Declaration, Bylaws and Rules & Regulations of the Association.

8.2.6 TENANT DEFAULT. Any failure of a Tenant to comply with the terms of the Declaration, Bylaws or Rules & Regulations of the Association shall be considered a default under the lease or rental agreement. In the case of such a default, the Board can require the Unit Owner to evict the Tenant.

8.2.7 RENT TO ASSOCIATION. If a Unit is rented by its owner, the Board may collect, and the Tenant or lessee shall pay over to the Board, so much of the rent for such Unit as is required to pay any amounts due the Association, plus interest and costs if the same are in default over thirty (30) days. The Tenant or lessee shall not have the right to question payment over to the Board, and such payment will discharge the lessee's or Tenant's duty of payment to the Unit Owner for rent, to the extent such rent is paid to the Association, but will not discharge the liability of the Unit Owner or purchaser and the Unit under these Rules for assessments and charges, or operate as an approval of the lease. The Board shall not exercise this power where a receiver has been appointed with respect to the Unit or its owner; nor in derogation of any rights which a mortgagee of such Unit may have with respect to such rents.

8.2.8 NO TRANSIENT PURPOSES. No Unit Owner shall be permitted to lease his/her Unit for hotel or transient purposes which shall be defined as renting for any period less than six (6) months. This includes VRBO, Air B&B and other short-term rentals.

Comment [TB4]: THIS IS A CHANGE. PREVIOUSLY IT WAS FOR LESS THAN ONE MONTH.

8.2.9 RESPONSIBILITY. The Unit Owner will be held responsible for any damage to Common Elements or Limited Common Elements caused by the Tenant(s) or Tenant's Guests whether or not the Tenant was in violation of the rental agreement or any rules or regulations. Rental of a condominium Unit does not constitute a waiver or relinquishment of the Unit Owner's responsibilities as specified in the Declaration of Condominium, Bylaws, and elsewhere in these Rules & Regulations.

8.2.10 MOVE-IN FEE. A non-refundable fee of \$150 (One hundred fifty dollars) will be charged to the Unit each time a new Owner, Tenant, or other moves in a Unit. This fee is an assessment against the Unit and is intended to cover minor bumps and mars to paint and door jamb caused by moving furniture. In addition, Unit Owners will be charged at cost to repair any severe damage to the portico, hallways, carpets, stairwells and other Common Element areas resulting from the move. TO AVOID BEING CHARGED FOR PRE-EXISTING DAMAGE, Unit Owners are advised to arrange a walkthrough with a Board member or the Property Manager before move day.

Comment [TB5]: THIS IS A CLARIFICATION OF WHAT IS AND IS NOT COVERED BY THE MOVE IN FEE.

8.2.11 INSURANCE. Each lease must require that Tenants maintain a Renters Insurance policy in an amount deemed sufficient to cover their personal property.

8.2.12 VIOLATIONS. If a Unit Owner or his/her Tenant fails to follow the rules in this Section, the Board may impose a fine of \$200/month for each violation.

**RULE IX
GENERAL RULES**

9.1 No illegal use shall be conducted on the property or in the unit.

9.2 No home business that promotes additional traffic or unreasonably increases the burden on Common Elements is allowed.

9.3 Unit Owners shall be financially responsible for damage caused to their Units or other Units, due to negligence or carelessness such as overfilling bathtubs and sinks, clogged drains, leaking water beds, smoke or fire initiating in their Units, or other damages caused by any occupant or guest.

9.4 Activities by Unit Owners, Tenants and Guests, and/or their pets and children that may cause damage to the landscaping or any Common Element, shall be prohibited. Any damage shall be the financial responsibility of the Unit Owner.

9.5 Unit Owners and their Tenants are responsible at all times for the reasonable conduct of their family members and guests.

9.6 The responsibility for, and cost of, repairs to the interior of any condominium Unit is that of the Unit Owner.

9.7 The Unit Owner is responsible for the maintenance of the interior of their Unit and to keep it in good order and appearance.

9.8 [Littering is not permitted anywhere on the grounds.](#)

9.9 [Significant communications or complaints should be made in writing to the Property Management Company to ensure prompt and responsible action.](#)

9.10 Emergency complaints should be made to the appropriate agency and then notification provided to the Property Management Company.

9.11 Proper attention to fire and safety hazards must be observed at all times.

9.12 Residents and their Guests are to use the Common Element areas, Limited Common Element areas, walkways, corridors and paths in a manner consistent with the design of the area. Access to the back of the building should be via the interior center hallway or the exterior gravel path on the south side of the building. Do not cut across Limited Common Areas (patios) or through the planted areas of the landscape. For safety reasons and to protect the landscaping, residents and their guests are advised to **not** climb up, down or over the rock wall on the north side of the building.

9.13 Each Unit is assigned a storage locker. Unit owners are responsible for security of their lockers. Storage of flammables, oily rags or other dangerous items in storage lockers is prohibited. Any item left outside of a storage locker is subject to immediate disposal.

**RULE X
SMOKING**

10.1 Smoking of all kinds is prohibited in all **Common Elements** of the condominium. This includes tobacco and marijuana, as well as vaping.

Comment [TB6]: MARIJUANA AND VAPING HAS BEEN ADDED.

10.2 No smoke shall penetrate any Unit, Common Element or Limited Common Element from another Unit or Limited Common Element. Smoke that does infiltrate into another Unit, Common Element, or Limited Common Element violates the Declaration of Condominium and shall also be considered a noxious and offensive activity and a violation of the Declaration and the Rules and Regulations and shall be abated immediately. The Board of Directors may take all reasonable steps under the Declaration of Condominium and these Rules and Regulations to ensure that no continuing violations occur.

**RULE XI
CHILDREN AT PLAY**

11.1 Due to the inherent danger of the parking lot, children shall not be allowed to play in the parking areas.

11.2 Bicycles, skates, skateboards, etc., may not be ridden on walkways, driveways or lawns.

11.3 Children should only be allowed access to dock area when accompanied by an adult. Children under 12 years of age are required to wear a CGA (Coast Guard Approved) PFD (Personal Flotation Device) when on dock area.

**RULE XII
SWIMMING POOL AND JACUZZI**

12.1 There is no lifeguard on duty. Exercise caution at all times.

12.2 The rules of the King County Board of Health, governing the use of semi-public swimming pools and jacuzzis, apply unless the Association adopts rules more restrictive rule regarding any activity. The county rules are posted in the pool area.

12.3 Children under the age of 12 must be accompanied by an adult at all times.

12.4 The jacuzzi is limited to a maximum of 8 people at one time.

12.5 While the pool and the jacuzzi may be used at any hour, noise levels must be kept low enough not to disturb other pool/spa users. Quiet hours will be enforced in the pool/Jacuzzi area.

12.6 Access to the pool and jacuzzi is only by use of the gate and the appropriate key. The gate must be kept closed except when entering or exiting.

12.7 Music, radios, televisions, electronic game systems, et. al., are permitted in the Common Element areas and pool area, if they do not interfere with the enjoyment of other pool/spa users or residents. Music is not allowed during quiet hours.

12.8 There is no running, pushing, jumping or rough playing permitted in the pool, jacuzzi or the pool area.

12.9 Suntan lotions, creams, oils, hair dressings, or any other items that may wash off in the pool or jacuzzi must be rinsed off before entering the pool or jacuzzi

12.10 No styrofoam, cutoffs or any other materials which could clog the filtering system are permitted.

12.11 No pet is permitted in the pool or jacuzzi area except for service animals.

12.12 No glass is allowed in the pool or jacuzzi area.

12.13 Do not remove any furniture from the pool area.

12.14 Repeat violators will be prohibited from using the pool/jacuzzi and Common Elements. Violators also may be reported to the Redmond Police for disturbing the peace.

RULE XIII DOCK USE AND ACCESS

13.1 The dock is for use by Sammamish Landing residents and their guests only. At no time, should unaccompanied guests be allowed to access the dock.

13.2 Children should only be allowed access to dock area when accompanied by an adult. Children under 12 years of age are required to wear a CGA (Coast Guard Approved) PFD (Personal Flotation Device) when on dock area.

13.3 No personal item(s) shall be stored on dock spine or swim platform.

13.4 There are twenty-six (26) boat moorage slips which are reserved for the specific Unit to which it is assigned.

13.5 No boat slip may be sold, leased, rented, assigned or otherwise transferred to anyone other than an owner of a Unit of Sammamish Landing Condominiums.

13.6 Boat storage lockers are located on the south fence near the pool. Each boat slip is assigned one locker. The locker numbers correspond to the boat slip numbers. Storage of all flammable liquids is only allowed in the boat storage lockers in containers designed for that purpose and the lockers must be kept locked at all times. No storage is permitted underneath the lockers. Unsecured flammables (including gas cans, whether empty or not) and items stored outside of the lockers are subject to immediate disposal.

**RULE XIV
SECURITY AND SAFETY**

14.1 Sammamish Landing is a secure building. At no time, should exterior doors be left open and unattended. Propping open exterior doors is strictly prohibited.

14.2 Activities that could cause injury to self or others or damage to Common Elements or other Units, are prohibited. The cost of repairing any such damage shall be the financial responsibility of the party causing such damage. Unit owners ultimately have financial responsibility for any damage or injury caused by their Tenants or Guests.

14.3 All Unit Owners, Tenants, and their Guests shall promote to the fullest extent possible the security of the complex, its buildings, Common Elements and surrounding grounds, by observance of the Rules and Regulations and the exercise of common sense.

14.4 All Unit Owners and/or Tenants shall report all incidents of theft, vandalism and breaches of peace to the police and the management company immediately.

14.5 The speed limit on the premises is 5 miles per hour. Please do not exceed this for the safety of others.

**RULE XV
ASSESSMENTS AND COLLECTIONS**

15.1 Assessments are due on the first (1st) day of each month and must be received by the management company no later than the 15th day of that calendar month. Thereafter, payments shall be deemed delinquent and a late charge at a rate of \$25.00 per delinquent month shall apply.

Comment [TB7]: THIS IS A CHANGE. PREVIOUSLY STATED AS 12th DAY OF MONTH.

15.1.1 At 30 days' delinquent, and every month thereafter, interest in the amount of 12 percent per annum will be assessed on any unpaid balance.

Comment [TB8]: WAS 10% PER ANNUM

15.1.2 At 60 days' delinquent, a notice of intent to record a lien, recording a lien and/or other legal action may be issued.

15.1.3 At 90 days' delinquent, legal action including foreclosure and/or suit against the Unit Owner may be commenced. The Unit Owner shall pay all costs incurred by the Association for attorney/collection/court and other fees.

15.1.4 If the Unit Owner is in default over 90 days, and if the Unit is rented, the Board of Directors may collect the rent due to the Unit Owner, and the delinquent assessments and all cost incurred shall be deducted from the rent, and the balance, if any, returned to the Unit Owner.

15.2 If a Unit Owner becomes delinquent twice in any one calendar year, the Unit Owner shall deposit with the Association the equivalent of three months' dues and said deposit shall be held for a period of one year and may be resorted to in the event the Unit Owner becomes delinquent.

Comment [TB9]: CHANGED FROM TWO MONTHS TO THREE MONTHS TO BE CONSISTENT WITH THE DECLARATION.

15.3 Payment received by the Property Management Company will be applied in the following order:

- Fines;
- Late charges;
- Interest due on any sum;
- Regular assessments; then
- Special assessments, if any.

15.4 The Board of Directors reserves the right to waive these procedures when a Unit Owner, prior to any delinquency, notifies the Board of Directors/Managing Agent that a special hardship circumstance exists. The notice must be in writing and must include the Unit Owner's plans to bring the account current. All requests for special consideration will be kept confidential.

**RULE XVI
FINES AND VIOLATIONS**

16.1 Rule Violation Notification

16.1.1 Unit Owners, Tenants or other occupants must notify the Management Company of any rule violations. The Property Manager will notify the offender in writing and forward a copy to the Board of Directors.

16.1.2 Any Unit Owner, his or her Tenant or other occupant filing a complaint must identify themselves and give a full, detailed account of the problem, including who, what, when and where. Anonymous complaints will not be considered. If the original problem persists, the Unit Owner or occupant may file additional complaints in writing with the Board of Directors/Property Management Company.

16.1.3 The Board of Directors reserves the right to reject any complaint if it is of frivolous nature; its intent appears to be harassment; and/or it is vague and lacking in necessary details.

16.1.4 In a bona fide emergency, the Board of Directors/Property Management Company will accept a telephone call, with a written complaint to follow.

16.1.5 Any Unit Owner, Tenant, or other occupant still has the right to file a complaint with the police or other civil authority.

16.2 Fines

16.2.1 The Property Management Company, through direct or standing orders from the Board of Directors, is empowered to impose fines on Unit Owners who have themselves and/or whose Tenants or Guests have violated any of the Association Rules and Regulations or other governing documents.

16.2.2 Any Unit Owner or occupant has the right to notice and an opportunity to be heard when a fine is levied.

16.2.3 The penalized Unit Owner shall have the option to appeal in writing to the Board of Directors for reconsideration at a meeting in person.

16.2.4 All expenses incurred by the Association or the Board of Directors, including all legal and collection costs, will be specifically assessed to the Unit Owner of the Unit where the owner, Tenant, Guest or other occupant is in violation.

16.2.5 If the fine is not paid, it will be collected as delinquent assessments and a late charge and interest shall be added for each month the assessment remains unpaid.

16.3 Enforcement

16.3.1 The Board of Directors, at its discretion, shall have the power of enforcing the rules and regulations by whatever action is deemed necessary.

16.3.2 Failure by the Association to enforce any of these Rules and Regulations shall not be deemed a waiver of the right to do so thereafter.

16.4 Fine Schedule

16.4.1 A violation is normally an individual incident; however, in the case of an ongoing behavior or condition, each week that it continues shall count as an additional violation and fines may be levied accordingly until the violation is corrected. Instances of noxious and offensive activities, including noise complaints, shall be considered as cumulative offenses and not individual instances. Penalties may be multiple and cumulative for multiple offenses. In its discretion, the Board may waive the initial courtesy notice and proceed directly to a written notice of violation.

First violation: Written notice of violation, specifying time to correct violation.

Second Violation: Written notification of \$100.00 fine, plus costs, specifying time to come into compliance sent via first class mail. In the case of unapproved interior or exterior modifications or violation of the rental provisions, a fine of \$200 shall be imposed.

Third violation: \$200.00 fine, plus costs, for each violation.

Subsequent violation(s): \$300.00 fine, plus costs, for each violation.

16.4.2 All fines will payable the first month following the violation.

16.5 Notice and Opportunity to be Heard.

Whenever an applicable statute, the Declaration or Rules and Regulations require that an action of the Board be taken after "Notice and an Opportunity to Be Heard," the procedure set forth in Section 11.6 of the Declaration shall be followed.

RULE XVII ASSOCIATION COMMUNICATION PROCESS

17.1 Owner Assessments

Statements or coupon books for Unit Owner dues sent by the Property Management Company is a courtesy provided by the Property Manager. If it is not received, it is not a valid reason for assessments not being paid. All Owners know or should know what their monthly assessments are and they should be submitted in a timely manner.

17.2 Emergencies

If you have an emergency that requires the need of police, fire or medical assistance, call 9-1-1. If the emergency involves your Unit or building, call the appropriate authority, and then report the incident to the Property Management Company.

17.3 Maintenance

When you see something that needs to be corrected, please call the Property Management Company. Vendors on site are to be directed by the Property Management Company only. Upon reasonable notice, Unit Owners, Tenants, and other occupants must allow access to Unit to observe and maintain conditions that can affect the Common/Limited Common Elements.

17.4 Board Meetings

All Unit Owners and Tenants are invited to attend Board meetings. Notices of Board meetings may be provided in any manner, including email, posting on a website or message board, posted notice on common elements including front lobby window, or via mail. Failure to provide notice other than to members of the Board of Directors shall not be grounds to invalidate any meeting of the Board of Directors.