

Brookwood Place Condominium Parking Policy
Replaces Brookwood Place Rules & Regulations Section 12

Adopted March 25th, 2014

12. Brookwood Place Condo Parking Policy

Parking within the property of the Brookwood Place Condominiums shall be confined to parking areas established within the property of the Brookwood Place Condominiums and as such may be provided by the Board from time to time, pursuant to the provisions of the Declaration. No parking shall be permitted in any portion of the property of the Brookwood Place Condominiums which is not designated for parking or, if so designated, is not designated for parking by the individual seeking to park (i.e. owner, resident, tenant, guest, visitor, vendor etc.) Rules for parking in Brookwood Place Condominiums will be enforced by the Brookwood Place Condominium Parking Committee, Employees, Management Company, designated vendors, and Unit Owners as described below:

12.1. General Rules for Owners, Tenants, Guests & Vendors

- 12.1.1.** Common element and limited common element parking spaces are restricted to use for parking of operable passenger motor vehicles such as automobiles, light trucks, passenger vans motorcycles and mopeds. Boats, motor homes, trailers, campers or other recreational vehicles may not be parked or stored in parking spaces or other common element or limited common elements.
- 12.1.2.** Personal property other than listed in 12.1.1 may not be stored in a parking space.
- 12.1.3.** The Board may require removal of any non-passenger, unsightly, or inoperable vehicle, or other personal property improperly stored in parking spaces, and if the same is not removed in the time frame listed in the written violation notice, the Board shall remove the unauthorized vehicle or personal items at the risk and expense of the owner thereof.
 - 12.1.3.1.** Unsightly is described as, but not all inclusive to, vehicles missing major body part such as trunk, hood, wheel, etc., or a vehicle with a tarp over it. This does not include car covers designed specifically for that purpose.
- 12.1.4.** The Board reserves the right to have any vehicle removed immediately that creates a hazard to personal safety.
- 12.1.5.** Assignments. Each parking space that is assigned to a residential unit and intended is for the sole use of the occupant of that unit, their guests, visitors or service people.
- 12.1.6.** All vehicles must be parked in clearly marked, legal parking spaces. Loading zones are NOT parking spaces and owner, resident and visitor vehicles parked in a loading zone is subject to tow at the owner's risk and expense.
- 12.1.7.** No vehicle may extend over the side lines of a parking space.
- 12.1.8.** No parking will be allowed under any circumstances in any designated fire lane, which is any area that has a red curb and/or are marked by a fire lane sign. Any vehicle parked in a fire zone is subject to tow at the owner's risk and expense.
- 12.1.9.** No parking is allowed in front of detached garages.
- 12.1.10.** No double parking, which includes, but is not limited to:
 - 12.1.10.1.** Tandem parking in parallel behind another parked car. This rule does not apply to town homes with extra-long driveways, as long as cars parked in parallel are not blocking oncoming traffic.

- 12.1.10.2.** Parking perpendicular to other parking spaces.
- 12.1.10.3. NOTE:** A moped or motorcycle may share a space with its owner's vehicle if neither is blocking other cars or oncoming traffic. Motorcycles may NOT park on the sidewalks.
- 12.1.11.** All federal, county, state, and city vehicular laws and all Brookwood Place Condo vehicular rules and regulations posted from time-to-time throughout the property must be observed at all times. Violation of any aforementioned laws, rules, and regulations will be subject to fines, towing at the owner's risk and expense or police action.
- 12.1.12.** For the safety and well being of residents and guests, the speed limit shall be 10 mph within the Association. Vehicles should be prepared to yield the right-of-way at the intersections and entry. All drivers and pedestrians should use reasonable caution.
- 12.1.13.** Vehicles must be maintained to lawful limits of acceptable noise levels when in operation, and must abide by the rules and regulations regarding quiet hours.
- 12.1.14.** No vehicles on the property shall be allowed to idle with the engine running for more than 5 minutes.
- 12.1.15.** Maintenance of a vehicle anywhere on the property is NEVER permitted. This includes engine and transmission repairs, body repairs, general maintenance, regular tune-ups, oil changes, car washing, etc.
- 12.1.16.** Each owner or resident is responsible for maintaining that their parking space(s) remain free of oil drips and debris. If it becomes necessary for the Association to have the space cleaned, the owner will be charge for the costs involved.
- 12.1.17.** Each owner or residents who have vehicles that drip oil, gasoline, anti-freeze, etc. shall be required to repair the vehicle to prevent damage to the asphalt or concrete. The vehicle owner will be responsible for said repairs and/or clean-up of the asphalt or concrete.
- 12.1.18.** Owners are responsible for informing their renters, guests, vendors, and repairmen of the parking rules and where they may, and may not, park their vehicles.
- 12.1.19.** The board reserves the right to address any other perking problems on a case-by-case basis.
- 12.2. Vehicle Registration Requirements**
- 12.2.1.** All vehicles parked on the Brookwood Place Condominiums property **MUST** display the appropriate parking permit on their vehicles at all times as follows:
- 12.2.1.1. Residents:** Each vehicle that is used, or otherwise operated by an owner, or their designated renter, **MUST** register that vehicle with Brookwood Place Condominiums and **MUST** display the assigned registration window sticker on the rear window of the vehicle. There is no charge for these registration tags and they can be obtained by contacting Compass Management at (425) 424-3153 for the appropriate forms and vehicle registration. There will be no charge for a replacement registrations sticker.
- 12.2.1.2. Visitors Hanging Tag:** Each vehicle that is used, or otherwise operated by the visitor or vendor of an owner, or their designated renter, **MUST** be properly display the appropriate visitor parking pass as follows:
- 12.2.1.2.1. Green Visitor Parking Pass:** Each condominium unit at Brookwood Place Condominiums is allowed 1 (one) green visitor hanging tag. Existing green visitor hanging tags must now be registered with Brookwood Place Condominiums and receive a unique registration number. There is no charge for the registration number and they can

be obtained by contacting Compass Management at (425)424-3153 for the appropriate forms and vehicle registration information.

Replacement of the Visitor Parking Pass will be \$50 per pass.

- 12.2.1.2.2. **Pink Visitor Parking Pass:** The pink visitor hanging tags are for short-term party parking that are available by registration only. These passes can be checked out by filling out a party registration form provided by the Brookwood Place Condominium maintenance manager at the front office. The pink visitor hanging tags that are checked out will only be valid on the day of the event registration. These tags must be returned within 10 (ten) days and if they are not returned, the owner of the associated Condominium Unit will be assessed \$50 per pass.

12.3. Visitor Parking

- 12.3.1. Visitor parking spaces are meant for visitors **ONLY**. These spaces are **NOT** intended to be used by residents as additional parking for their personal vehicles. These rules regarding visitor parking are specifically designed to prevent residents from abusing the limited visitor parking spaces. Residents who require additional regular parking space(s) may inquire with the maintenance manager or Compass Management to see if any spaces are available for rent, otherwise they must park their additional vehicles **off site**.
- 12.3.2. Visitor parking spaces are intended for short-term use consisting of 48 hours or less only.
- 12.3.3. Visitors must display a green or pink visitor's hanging tag in their vehicles with identification number clearly visible from the outside of the vehicle.
- 12.3.4. Visitors may park in any marked visitor's spot on the property for any 48 hours period. **NOTE:** This 48 hour parking "timer" does not reset when a vehicle moves from one visitor spot to different visitor spot.
- 12.3.5. If a resident would like to request special permission to have a visitor park in a visitor's spot for longer than 48 hours, the resident must submit a request in writing to Compass Management.

12.4. Towing and Required Notice

12.4.1. Towing Authorization

12.4.1.1. Owner Towing Authorization

- 12.4.1.1.1. Unauthorized vehicles parked in an owner assigned parking space designated for use by a specific unit may be towed by the legal Unit owner, at the owner's sole discretion, and at the risk and expense of the owner of the unauthorized vehicle.

- 12.4.1.1.2. The owner will need to show proof of space ownership to the towing company via a preauthorized Towing Authorization Form.

- 12.4.1.1.3. The Brookwood Place Parking Committee, Employees, Management Company, or designated vendors can NOT tow cars from assigned parking spaces that are legally owned by a Unit Owner.

12.4.1.2. Renter Towing Authorization

- 12.4.1.2.1. Unauthorized vehicles parked in an owner assigned parking space designated for use by a specific unit may be towed by the renter only with the unit owner's direct permission, at the owner's sole discretion, and at the risk and expense of the owner of the unauthorized vehicle.

- 12.4.1.2.2. The renter will need to show proof of rental rights to space ownership to the towing company via a preauthorized Towing Authorization Form that the owner has provided to the renter.

12.4.1.3. Association Authorization

12.4.1.3.1. The Brookwood Place Parking Committee, Employees, Management Company, and designated vendors are authorized to tow unauthorized vehicles in the following areas of the Association:

- 12.4.1.3.1.1. Fire lane
- 12.4.1.3.1.2. Load/unload
- 12.4.1.3.1.3. Vehicles blocking parking stalls, garages, etc.
- 12.4.1.3.1.4. Employee parking
- 12.4.1.3.1.5. Resident vehicle parked in guest parking
- 12.4.1.3.1.6. Unauthorized parking in any other area not designated for parking.

12.4.2. Notice Given prior to Towing a Vehicle

12.4.2.1. Immediately - Towed without any warning.

- 12.4.2.1.1. Fire lane
- 12.4.2.1.2. Load/unload
- 12.4.2.1.3. Vehicles blocking parking stalls, garages, etc.
- 12.4.2.1.4. Employee parking

12.4.2.2. 1 hour Warning - Towed with a 1 hour warning notice.

- 12.4.2.2.1. Parked in assigned spot (owner of assigned spot can tow)
- 12.4.2.2.2. Resident vehicle parked in guest parking (2nd offenses and on will be issued fines whether vehicle is towed or not)
- 12.4.2.2.3. Any vehicle who has previously received a 24 hour warning notice

12.4.2.3. 24 hour Warning - Towed with a 24 hour warning notice.

- 12.4.2.3.1. Any UNREGISTERED vehicles parked in a visitor's parking space that does not have the proper green or pink visitor's hanging tag properly displayed in their vehicle will have their vehicle information collected and recorded, and will be issued a 24 hour notice to comply with the parking policies of Brookwood Place Condos. If the vehicle does not comply with the proper visitors tag displayed, or does not remove the vehicle from the property, it will be towed at the owner's risk and expense. The next offense for the same vehicle will result in a 1 hour warning notice before being towed.

Rules and Regulations

Brookwood Place

Condominium Introduction

The intent of the Rules and Regulations of the Brookwood Condominium Owners Association is to promote and encourage common sense and courtesy in its members' actions and attitudes. The Rules and Regulations are not intended to limit reasonable conduct, but rather to protect our common interest in the property, to provide an avenue of relief for problems, and to serve as guidelines for a harmonious community. The Rules and Regulations are designed to assure a minimum of regulatory intrusion into the lives of us who have chosen to live here. It is very important that in a community such as ours, each member do his or her share to protect the rights of all other owners and residents. All of us should be able to enjoy a safe, quiet and peaceful home. Many of the following sections and paragraphs below are taken directly from our Declaration and Covenants, Conditions and Restrictions.

These Rules are also intended to supplement the Declaration, Bylaws, and state and local statutes and ordinances governing homeowners associations and those living in this community. Please familiarize yourself with these documents and laws. Many of the terms used in these Rules are defined in the Declaration. Please review the Declaration for a definition of said terms. In the event of any conflict between the terms of the Rules and the Declaration or Bylaws, the latter shall control. In addition, the Declaration governs the assessment and collection of Owner's Assessments, which shall not be covered in this document.

These Rules may be amended from time to time at the sole and exclusive discretion of the Board. Any changes to the Rules will be disseminated to all Owners and shall be binding on all Owners.

All communications regarding the condition and operation of the Association and concerning these Rules and Regulations, including changes requested, shall be directed to the Board. Proposed changes in the Rules and Regulations shall be submitted in writing.

1. Fines

- a) Fines are to be assessed for any violation of the Rules as determined in the sole and exclusive discretion of the Board (subject to any requested notice and opportunity to be heard pursuant to the Declaration and state law). Fines may also be imposed for any violation of the Declaration in the Board's sole and exclusive discretion. The following is current fine schedule:
- b) First Violation \$100.00 per violation, per occurrence,
per day
(i.e. if two dogs of one Owner each leave two piles of dog droppings on a common element in violation of the Rules, that Owner shall be fined \$400.00 per day the droppings are not removed.)
- c) Second Violation \$200.00 per violation, per occurrence, per day
- d) Third Violation \$300.00 per violation, per occurrence, per day

- e) Further Violations at the Board's discretion, but not less than \$300.00 per violation, per occurrence, per day.
- D (A violation includes not obtaining written Board approval prior to taking action under the Declaration or these Rules.)
- g) If there is a speeding violation, or other rules violation which by its nature, occurs only at one time, and said violation is repeated, the First Violation is \$100.00, the Second Violation is \$200.00, the Third Violation is \$300.00 and thereafter the fine shall be doubled for every subsequent violation.
- h) All fines imposed will be assessed within a reasonable period and will be placed on the Owner's Assessments as a special assessment within 30 days, or at the time of the next assessment (whichever is earlier) pending the outcome of any request for Notice and Opportunity to be Heard.
- i) Fines are due immediately upon imposition, pending final order from the Hearing Board. Once the Hearing Board has approved the fine, then if the fine, or any part of any special or regular Assessment is not paid when due, it is handled as a delinquent assessment under the Declarations, and an additional \$50.00 shall be added as a late charge for each month until all of the Assessment, fines, late fees, interest and attorney's fees and costs of collection (all of which are Assessments) are paid in full. Partial payments or payments shall be deemed payment on account. In addition, a default interest rate of 1% per month on all amounts owing shall be assessed as well. Collection of any fine will be performed as a collection of any Assessment, pursuant to the Condominium Declarations.
- j) The Board is authorized and empowered to investigate, hear and determine complaints concerning violations by any owner, tenant or occupant of the Declaration, Bylaws, rules, regulations or enforcement procedures ("Governing Documents") or of any decision of the Board made as provided in the Governing Documents. The Board is further authorized and empowered to impose a fine as may be allowed herein in an amount not to exceed the maximum rate established by resolution of the Board on any person who it finds to have violated the Governing Documents.

A VIOLATION MAY ALSO BE GROUNDS FOR EVICTION AND/OR THE FILING FOR INJUNCTIVE RELIEF OR DAMAGES.

2. COMPLAINT PROCESS

- a) The complaint process shall be undertaken substantially as follows:
- b) If by an Owner these two steps are recommended but not required:
- c) Make personal contact with the party to make them aware that you are being disturbed and ask them to discontinue the offensive behavior.
- d) If you do not feel comfortable making personal contact, please report the offensive behavior by phone to Property Manager and follow up by submitting a formal complaint in writing.

e) The Board and/or Property Manager will contact the complainant, and if the complaint is substantiated, the Property Manager will send a letter to the offending party indicating that they have violated the Declaration, Bylaws, or Rules ("Governing Documents") and/or Board or Hearing Board Decision. The letter shall identify the specific provisions of the Governing Documents or decision of the Board which the respondent is alleged to have violated. The letter shall state as many of the specifics as are available regarding time, date, location, nature of violation, persons involved, etc. The letter shall also state the efforts which were made to resolve the matter informally, if any, and that fines will be imposed if said behavior is not stopped. No warnings need be given. The distribution of these Rules and Regulations is sufficient warning/notice of the rules and fines.

3. RIGHT TO APPEAL

Within ten (10) days of service on or delivery to the respondent of the letter, the person accused of the violations ("respondent") may deliver a request for an appeal to the Board, as the respondent's opportunity to be heard. In such case, imposition of the fine will be held in abeyance pending determination of the appeal by way of a hearing before the Board. Service or delivery of the letter shall occur by leaving same with the respondent personally, by leaving same with a person of suitable age and discretion at the respondent's residence, or shall be deemed to occur three (3) days after deposit of the letter in the first class mail addressed to respondent at his or her last address known to the Association, or the Unit address. The request for appeal will not be deemed to have been delivered until actual receipt by the Association's Secretary or the Association's managing agent. A failure of the respondent to respond to the letter within ten (10) days will constitute a waiver of the respondent's right to notice and opportunity to be heard, and respondent will be deemed to have admitted to the facts contained in the letter.

4. DEFAULT

Failure of one party to appear at the scheduled hearing, where that party prior to the hearing has failed to show good cause when the hearing should be re-scheduled, does not preclude the Board from proceeding with the hearing, receiving evidence from and hearing arguments by the other party and making a decision in the matter. Upon failure of the respondent to appear, the Board may, in its discretion, impose the fine or fines. A failure of the respondent to appear constitutes a waiver of the respondent's right to notice and opportunity to be heard, and respondent will be deemed to have admitted to the facts contained in the letter.

5. HEARING PROCEDURE

- a) The hearing shall be heard by a Hearing Board. The Association's attorney may or may not be present at the Hearing Board's sole and exclusive discretion. The respondent shall appear in person or by a duly authorized representative. The President, or in his or her absence, the Vice President, shall preside over the conduct of the hearing and shall make any necessary evidentiary rulings. The hearing shall be informal. At the beginning of the hearing the President shall explain the rules and procedures by which the hearing is to be conducted.
- b) The order of proceedings shall be as follows:
- c) Each party to the proceeding is entitled to make an opening statement

- d) Each party is entitled to produce evidence, witnesses and testimony. The other parties are entitled to cross-examine any witnesses and the opposing party.
- e) Each party is entitled to make a closing statement.
- D Any member of the Board may question any party or witness. The Board members may, on their own motion, call additional witnesses or secure tangible evidence.
- g) Each party has the right to representation by counsel at his or her own expense. Respondent must advise the Association at least five days in advance of intent to bring their own counsel. Failure to do so shall allow the Board to continue the hearing until the Association's counsel can be present.
- h) Either party or the Board may cause the hearing to be transcribed at his / her or their own expense.

6. DECISION AND ORDER:

- a) As soon as possible, but in no case more than ten (10) days after the close of the hearing, the Board shall meet in executive session to deliberate and reach a decision. The decision of the Board shall be in writing and, if a violation is found, shall state the particular violation(s) found.
- b) Upon a decision that a violation has occurred, the Board may order that the respondent shall do or refrain from doing any act necessary to cause the respondent to comply with the provisions of the Governing Documents and/or any decision of the Board. The order of the Board shall become effective ten (10) days after it is served on the respondent in the manner provided above, unless the Board otherwise provided in its order.
- c) The Board may provide in its order for the imposition of a reasonable fine not to exceed the maximum amounts set from time to time by resolution of the Board. The fine may include a daily fine in the event that the respondent does not comply with the order of the Board, including the payment of the fine, within the allotted time. The Board may also provide in its order that the non- prevailing party shall reimburse the costs of the Association in connection with the proceeding. Any fine or charge so imposed by the Board shall be the personal obligation of the person against whom it is imposed, shall constitute a lien upon the condo, owned or occupied by that person, and may be collected in the manner provided in the Declaration in the same manner as for assessments.
- d) The decision of the Board shall be served on each party to the matter forthwith in the manner provided above. A copy of the decision and order shall be sent to the Secretary of the Association and shall be included in the books of the Association.
- e) Failure to comply with a provision of the Governing Documents or a Board Decision, or to comply with a decision of the Board following notice of a violation and an opportunity for a hearing, shall be sufficient grounds for an action to recover sums due for damages, which shall include any fines levied by the Board and any costs incurred by the Association in connection with the proceeding before the Board, maintainable by the Association (acting through the Board on behalf of the owners). Such failure shall further be grounds for the issuance of injunctive relief in such an action. Nothing contained in the Declaration shall be deemed or construed as a waiver of the Association's right to bring an action as provided in this Section

without first exhausting the Association's internal enforcement procedures in cases where the Board deems immediate legal action to be necessary or appropriate. In any action brought as provided in this Section, the prevailing party shall be entitled to recover as part of its judgment a reasonable sum for its attorney fees, costs and expenses of proceeding. All Assessments are collected pursuant to the Declarations.

- D As used in these Rules, "Governing Documents" means the Declaration, the Articles, the Bylaws and the Rules of the Association adopted as provided in the Declaration and Bylaws, as these documents may be lawfully amended and/or adopted from time to time.
- g) As used in these Rules "occupant" means anyone who occupies a unit as a permanent residence or who stays overnight in any Unit more than fourteen (14) days in any calendar month or more than thirty (30) day per calendar year.
- h) As used in the Declaration, the terms "to rent," "renting," "to lease," "Lease," or "Rental" shall refer to and include the Leasing or Renting of a Unit by its Owner and to the occupancy of a Unit by a person or persons other than its Owner, whether or not rent is paid.
- i) Notwithstanding the foregoing, by entering into occupancy of a Unit, each Occupant and/or Tenant agrees to be bound by the Governing Documents, all other applicable federal, state or local laws and/or regulations, and shall give the Association the same rights against the Occupant, as it has against the Owner and/or Tenant of the Unit. The term "Tenant" or "Occupant" as used in these Rules shall include both Tenant and Occupant, unless the context clearly indicates otherwise.
- j) As used in these Rules, "tenant" means and includes a tenant, lessee, renter or other non-owner occupant of a unit that is not occupied by its owner.

7. NOISE

- a) No noxious or offensive activity shall be carried on in any unit, limited common element or common element nor shall anything be done therein which may be or become an annoyance or nuisance to other owners, residents, or to the public.
- b) 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 element.
- c) Speakers may not be installed in party walls (walls which have another adjacent apartment), or soffets in party walls.
- d) Do not use washers, dryers, dishwashers, vacuum cleaners or any other noisy appliance between 10 p.m. and 7 a.m.
- e) Noise restrictions hours shall be between 10:00PM and 7:00AM. Noise shall be severely limited during those hours.
- f) Owners, any occupant, or any tenant occupying the Owner's Unit, or the family, servants, employees, agents, visitors, licensees or household pet of that Owner, occupant or tenant shall carefully control noise levels so as not to disturb others.

- g) Noise from parties, conversations, vehicles, and power tools shall also be kept at levels which will not at any time annoy or disturb other residents. No loud or boisterous parties or noises will be permitted. Noise from power tools may be permitted during the non-restriction hours, upon the prior written permission of the Board. The use of firecrackers or noise emitting fireworks is not permitted.

8. USE

- a) Except for the commercial spaces the units shall be used for residential purposes only, including sleeping, eating, food preparation for on-site consumption by occupants and guests, entertaining by occupants of personal guests and similar activities commonly conducted within a residential personal residence, on an ownership, rental, lease or invitee basis and for such other reasonable ancillary purposes commonly associated with residential dwellings.
- b) Owners shall not make any changes in a unit which affect the structural integrity, building systems, fire resistance rating or sound transmission characteristics of the building without first obtaining written permission from the Board. This includes any change from carpeting to hard surface flooring in a portion of the unit which is over another unit; the installation of recessed lighting, speakers, spice racks and medicine cabinets; and the construction of alcoves or niches in the walls of the unit.
- c) 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.
- d) The Board's approval is required for any modification of a unit which affects the limited common or common elements of the building. 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 elements.
- e) Owners are responsible for any messes, spills, leaks or debris left in any of the common elements.
- D Removal of trash from the premises is the contractor or mover's responsibility. Vacuum dirt and dust tracks as soon as possible, cleaning supplies and equipment to be supplied by contractor or mover
- g) 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. Do not dispose of such materials via the trash area.
- h) No waste products or liquids may be dumped or disposed in any floor drain or exterior drains.
- i) 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 the trash area or in any interior or exterior drains.
- j) Personal items may not be placed or left in the common elements.

- k) Exterior doors should not be left unattended.
- l) 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.
- m) Owners must submit 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 or breach of security (e.g., leaving exterior doors open or unattended) will be the sole responsibility and liability of the owner causing the problem.
- n) Work may be done Monday through Friday between 8 a.m. and 5 p.m. only, except with written permission by the Board.

9. HARD SURFACE FLOORING

- a) Units may not substitute any type of hard surface flooring in lieu of carpet. Any flooring modification within units requires written approval from the Board of Directors as follows:
- b) In addition to the Unit Modification Rules set forth above, the following rules apply specifically to the installation, repair, removal, alteration, or any other change to hard surface flooring in a Unit.
- c) Prior to any changes and/or repairs in the flooring of one's unit, the Owner is required to contact the Board.
- d) The Owner shall submit to the Board a complete application for approval of a proposed Hard Surface Flooring repair or new installation at least thirty (30) days before the anticipated start of work.
- e) The applicant must give the Owners of the Unit(s) directly beneath the areas where flooring will be installed written notice of the proposed installation. The notice must state the nature and scope of the proposed installation.
- D Each application shall include two (2) copies of the following:
 - g) A completed application form.
 - h) A flooring plan showing the location(s) within the Unit where flooring will be installed.
 - i) A sample of the flooring material(s) and sound attenuation underlayment materials proposed to be used.
- j) Product acoustical data, if available, that demonstrates that the completed installation will satisfy the FllC 55 or better performance standard established by Board Policy (where footfall noise is barely audible).
- k) The written consent of the Owner of the Unit directly below the applicant's Unit, consenting to

the proposed installation. (If such written consent is not submitted with the Application, the applicant shall submit a written explanation for the absence of that consent and shall state a date by which applicant anticipates applicant's submission of that consent.)

- l) Applicant shall deposit with the Board an amount designated as a Performance Deposit to the Association in an amount to be determined by the Board, which at a minimum shall cover the estimated cost of acoustical testing described herein, and to remove any non-compliant installation and install carpets and pads. The Board shall have the right to use the Performance Deposit for such purposes.
- m) Relevant information on the contractor that will install the material, including copies of the contractor's current license, bond and insurance certificate.
- n) Such other information as the Board, in its discretion, may require be submitted in connection with a specific application, so that the Board is more fully informed about the nature of the proposal and about the possible impact of the completed installation on the residents of the Unit below applicant's Unit.
- o) Upon receiving a complete application, the Board will review the application and may, at its sole and exclusive discretion, approve, approve with conditions, or deny the application. The Board may visit the Unit below applicant's Unit and may also visit the applicant's Unit to confirm what flooring materials were present in applicant's Unit before installation of new flooring commenced and to better understand how the proposed flooring installation may affect residents in the Unit below applicant's Unit. The Board will mail or deliver a written decision on the application to the applicant within thirty (30) days of the Board's receipt of a completed application from the applicant.
- p) Applicant shall complete installation in strict compliance with all terms and conditions, if any, contained in the Board's written approval decision.
- q) The applicant who had the flooring installed bears the burden of establishing to the Board's satisfaction that the completed installation meets or exceeds the F11C 55 or higher performance standard. (The Board may, in its sole discretion, allow a variance of not more than 3dB in test results, in order to account for any testing anomalies.)
- r) Some conditions that the Board may impose in its sole and exclusive discretion include but are not limited to: If a product assembly has not previously been tested in accordance with Applicable Testing Procedures, the Board may require that a Qualified Engineer temporarily install a sample of the product proposed to be utilized by the Owner within the Unit, conduct the testing under the Procedures, and prepare a report documenting that the product performs in accordance with the requirements of this Policy before installation. The Board may condition its approval on the applicant completing this acoustical testing promptly upon completing installation of the flooring specified in the Board's written approval. The applicant shall demonstrate, through submission of the results of such testing to the Board that the installed flooring performs in compliance with the Objective Standard established by this Policy. The Board may conduct a post installation inspection of the Unit to confirm that the actual installation conformed to the terms and conditions of its written approval.
- s) The Board shall have the authority to require the Owner to conduct the required post-installation testing at the Owner's expense to insure compliance with the sound levels described herein. If the test fails, the Owner is responsible to correct the installation

deficiencies and retest at their sole and exclusive expense.

- t) The Board has the authority to remove any non-compliant installation and install carpets and pads using resources from the Performance Deposit. If the Performance Deposit is inadequate to remove the non-compliant installation and install carpets and pads, the Association has the authority to assess the owner for any additional costs and legal fees to accomplish this objective. Any Assessment shall be a special assessment and shall be collected in the same manner as special assessments in the governing documents.
- u) Owners whose units about the modified unit are required to permit their units to be used to perform the required noise compliance testing.
- v) Pre-installation and post-installation inspections are required for all flooring installations to assure that only Board-approved changes were made.
- w) The Board can act to assure compliance after the installation time period is exceeded. The owner can request an extension, if good faith efforts to complete a compliant floor installation are in evidence.
- x) Any person who installs Hard Surface Flooring in place of carpeting and/or repairs, modifies, or alters any Hard Surface Flooring, without (1) obtaining the approval of the Unit Owner below, (2) Board approval through the process set forth in these Rules, the Construction Rules or the Board Policy, and/or (3) who fails to perform approved work in strict compliance with the terms and conditions of the Board's written approval plan, shall be subject to all remedial measures afforded to the Board and other Owners by law and by the Association's governing documents. The Association is authorized to file suit against any owner who changes flooring without following this procedure, to remove said flooring and for damages. The value of the suit will cover all costs, including legal costs, required to remove any non-compliant installation and install carpets and pads.
- y) Remedial measures available for use by the Board in restoring compliance with flooring restrictions contained in the Declaration include, without limitation, (a) imposition of fines; (b) removal and replacement of the flooring by direct Board action, at the Owner's cost; (c) suing the Unit Owner for damages and/or for a court order compelling the Unit Owner to promptly bring the flooring into compliance with the rules, Board Policy, the terms and conditions of the Board's written approval plan; and/or (d) promptly remove the flooring and replace it with alternative flooring materials. All expenses associated with enforcing the rules against a Unit Owner shall be born by the Unit owner, as provided for by the Declaration.

10. COMPLIANCE WITH LAWS

- a) No illegal use shall be made of the property in the Condominium or surrounding property (collectively, the "Property"). No commercial use may be made of any Unit or Common Element in the Condominium with the express prior written consent of the Board of Directors of the Association ("Board").
- b) No Activity shall be conducted on any part of the Property that shall unreasonably interfere with the use and enjoyment of any other parts of the Property.
- c) Noise associated with construction and remodeling shall be controlled to the extent

practicable.

- d) Any Owner or tenant intending to be away from home or business for more than a week should arrange to leave with the President of the Association or the Manager or its designee a phone number where he or she can be reached, or the name and number of the person having a key to the Unit, in case of emergency.
- e) Guests, delivery personnel, employees, etc., will not be admitted to a Unit without prior authorization by the Owner.
- f) No smoking shall be allowed in any Common Elements or Limited Common Elements of the Condominium.
- g) No firearms (including air guns) or Fire Works are to be fired on the Property.
- h) No illegal or flammable materials may be stored in any Unit or any parking space or storage area.
- i) No hobby or businesses involving power tools or construction equipment that causes any vibration or noise that may be felt or heard in any other Unit may be maintained in any Unit.
- j) 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.
- k) Each owner, tenant, or occupant of a unit shall comply with the provisions of the Declaration, Bylaws, and Rules and Regulations of the 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.
- l) All other posted rules, notices and speed limits are made a part of these Rules and are incorporated herein by reference.
- m) No violation of any applicable law or ordinance of the city, county, state or federal government will be tolerated. No acts or omissions shall be permitted which would place the Association and/or its residents in violation of any law or ordinance. Any violation of the law or other posted rules or notices by any owner or occupant shall be deemed a breach of these Rules and the Owner shall be fined accordingly.
- n) In addition the Board may take any other legal action appropriate to remedy or penalize a violation of these Rules, the Bylaws, or the Condominium Declarations.

- o) Owners shall be financially responsible for all damages caused by their tenants, occupants, guests, pets, invitees and/or licensees, and for any fines imposed as the result of conduct on the part of tenants, occupants, guests, pets, invitees and/or licensees. Any charge for damages or fines shall be imposed against the Unit itself and shall be personal to the Owner. All fines or other damages are defined as Assessments in the Declaration, and are collectible as such under the Declaration.
- p) If the police are called to investigate any legitimate potential rules violation, the Owner of the Unit alleged to have violated the rules shall be subject to the appropriate fine(s).
- q) Agents and employees of the Association or Manager are not responsible for personal property left in their care or custody.

11. COMMON ELEMENTS

- a) In order to preserve a uniform exterior appearance to the building, and the common and limited elements visible to the public, the Board shall require and provide for the painting and other decorative finish of the building, lanais or patio/yard areas, or other common or limited common elements, and prescribe the type and color of such decorative finishes, and may prohibit, require or regulate any modification or decorations of the building, lanais, patio/yard areas or other common or limited common elements undertaken or proposed by the owners.
- b) The cost to repair any damage to any portion of the Condominium that is caused by an Owner or such Owner's family member, guest, tenant, occupant, agent or employee shall be the responsibility of the responsible Owner.
- c) 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 in color.
- d) No unsightly condition shall be permitted in, on or around the Buildings containing the Units or Common Elements. Unsightly conditions include, but are not limited to:
 - Hanging of rugs, clothing, linens, etc., from Unit Decks.
 - Litter, trash, empty boxes, or other debris. Broken or damaged furniture. Dead plants, gear, weight lifting or other equipment.
 - Personal possessions of residents may not be abandoned or stored with Common Elements.
- D Each Owner shall maintain and keep his/her Unit in good repair and in a neat, clean, and in a sanitary condition at all times.
- g) The walkways, lobbies, hallways, entrance areas and stairwells of the Condominium and the Building must be kept free and clear. Storage of personal items is not allowed in, on, under or adjacent to these areas. No boxes, cards or packages may be left in the hall or other Common Elements.
- h) Except for storage in specified areas described in the Declaration or these Rules, bicycles, skateboards, roller blades and the like are not allowed in the hallways, stairwells, sidewalks, garages or the entry ways of the Condominium or in the driveways, paved areas or landscaped areas of the Condominium.

- i) No furniture, packages, plants, or statuary objects articles of any kind shall be placed in any undesignated common element, corridors, stairways, walkways, or the light court. The common element light court shall not be used by any owner as patio space, for storage, or for any other purpose.
- j) No unsightly condition shall be permitted to exist in public view or in the building's common elements. No washing, rugs, clothing, apparel, or any other article shall be hung on or in the common elements or limited common elements.
- k) No loitering is allowed in any common element. Any suspicious activity in the common elements should be reported to the Board immediately.
- l) Nothing shall be altered, constructed in or removed from any common element without the prior written consent of the Board.
- m) 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 or limited common element without first obtaining written consent of the Board.

12. Brookwood Place Condo Parking Policy

Parking within the property of the Brookwood Place Condominiums shall be confined to parking areas established within the property of the Brookwood Place Condominiums and as such may be provided by the Board from time to time, pursuant to the provisions of the Declaration. No parking shall be permitted in any portion of the property of the Brookwood Place Condominiums which is not designated for parking or, if so designated, is not designated for parking by the individual seeking to park (i.e. owner, resident, tenant, guest, visitor, vendor etc.) Rules for parking in Brookwood Place Condominiums will be enforced by the Brookwood Place Condominium Parking Committee, Employees, Management Company, designated vendors, and Unit Owners as described below:

12.1. General Rules for Owners, Tenants, Guests & Vendors

- 12.1.1.** Common element and limited common element parking spaces are restricted to use for parking of operable passenger motor vehicles such as automobiles, light trucks, passenger vans motorcycles and mopeds. Boats, motor homes, trailers, campers or other recreational vehicles may not be parked or stored in parking spaces or other common element or limited common elements.
- 12.1.2.** Personal property other than listed in 12.1.1 may not be stored in a parking space.
- 12.1.3.** The Board may require removal of any non-passenger, unsightly, or inoperable vehicle, or other personal property improperly stored in parking spaces, and if the same is not removed in the time frame listed in the written violation notice, the Board shall remove the unauthorized vehicle or personal items at the risk and expense of the owner thereof.
 - 12.1.3.1.** Unsightly is described as, but not all inclusive to, vehicles missing major body part such as trunk, hood, wheel, etc., or a vehicle with a tarp over it. This does not include car covers designed specifically for that purpose.
- 12.1.4.** The Board reserves the right to have any vehicle removed immediately that creates a hazard to personal safety.
- 12.1.5.** Assignments. Each parking space that is assigned to a residential unit and intended is for the sole use of the occupant of that unit, their guests, visitors or service people.

- 12.1.6. All vehicles must be parked in clearly marked, legal parking spaces. Loading zones are NOT parking spaces and owner, resident and visitor vehicles parked in a loading zone is subject to tow at the owner's risk and expense.
- 12.1.7. No vehicle may extend over the side lines of a parking space.
- 12.1.8. No parking will be allowed under any circumstances in any designated fire lane, which is any area that has a red curb and/or are marked by a fire lane sign. Any vehicle parked in a fire zone is subject to tow at the owner's risk and expense.
- 12.1.9. No parking is allowed in front of detached garages.
- 12.1.10. No double parking, which includes, but is not limited to:
 - 12.1.10.1. Tandem parking in parallel behind another parked car. This rule does not apply to town homes with extra-long driveways, as long as cars parked in parallel are not blocking oncoming traffic.
 - 12.1.10.2. Parking perpendicular to other parking spaces.
 - 12.1.10.3. **NOTE:** A moped or motorcycle may share a space with its owner's vehicle if neither is blocking other cars or oncoming traffic. Motorcycles may NOT park on the sidewalks.
- 12.1.11. All federal, county, state, and city vehicular laws and all Brookwood Place Condo vehicular rules and regulations posted from time-to-time throughout the property must be observed at all times. Violation of any aforementioned laws, rules, and regulations will be subject to fines, towing at the owner's risk and expense or police action.
- 12.1.12. For the safety and well being of residents and guests, the speed limit shall be 10 mph within the Association. Vehicles should be prepared to yield the right-of-way at the intersections and entry. All drivers and pedestrians should use reasonable caution.
- 12.1.13. Vehicles must be maintained to lawful limits of acceptable noise levels when in operation, and must abide by the rules and regulations regarding quiet hours.
- 12.1.14. No vehicles on the property shall be allowed to idle with the engine running for more than 5 minutes.
- 12.1.15. Maintenance of a vehicle anywhere on the property is NEVER permitted. This includes engine and transmission repairs, body repairs, general maintenance, regular tune-ups, oil changes, car washing, etc.
- 12.1.16. Each owner or resident is responsible for maintaining that their parking space(s) remain free of oil drips and debris. If it becomes necessary for the Association to have the space cleaned, the owner will be charge for the costs involved.
- 12.1.17. Each owner or residents who have vehicles that drip oil, gasoline, anti-freeze, etc. shall be required to repair the vehicle to prevent damage to the asphalt or concrete. The vehicle owner will be responsible for said repairs and/or clean-up of the asphalt or concrete.
- 12.1.18. Owners are responsible for informing their renters, guests, vendors, and repairmen of the parking rules and where they may, and may not, park their vehicles.
- 12.1.19. The board reserves the right to address any other perking problems on a case-by-case basis.

12.2. Vehicle Registration Requirements

- 12.2.1. All vehicles parked on the Brookwood Place Condominiums property **MUST** display the appropriate parking permit on their vehicles at all times as follows:
 - 12.2.1.1. **Residents:** Each vehicle that is used, or otherwise operated by an owner, or their designated renter, **MUST** register that vehicle with Brookwood Place Condominiums and **MUST** display the assigned registration window sticker on the rear window of the vehicle. There is no charge for these registration tags and they can be obtained by contacting Compass Management at (425) 424-3153 for the appropriate forms and vehicle registration. There will be no charge for a replacement registrations sticker.

12.2.1.2. Visitors Hanging Tag: Each vehicle that is used, or otherwise operated by the visitor or vendor of an owner, or their designated renter, **MUST** be properly display the appropriate visitor parking pass as follows:

12.2.1.2.1. Green Visitor Parking Pass: Each condominium unit at Brookwood Place Condominiums is allowed 1 (one) green visitor hanging tag. Existing green visitor hanging tags must now be registered with Brookwood Place Condominiums and receive a unique registration number. There is no charge for the registration number and they can be obtained by contacting Compass Management at (425)424-3153 for the appropriate forms and vehicle registration information. Replacement of the Visitor Parking Pass will be \$50 per pass.

12.2.1.2.2. Pink Visitor Parking Pass: The pink visitor hanging tags are for short-term party parking that are available by registration only. These passes can be checked out by filling out a party registration form provided by the Brookwood Place Condominium maintenance manager at the front office. The pink visitor hanging tags that are checked out will only be valid on the day of the event registration. These tags must be returned within 10 (ten) days and if they are not returned, the owner of the associated Condominium Unit will be assessed \$50 per pass.

12.3. Visitor Parking

12.3.1. Visitor parking spaces are meant for visitors **ONLY**. These spaces are **NOT** intended to be used by residents as additional parking for their personal vehicles. These rules regarding visitor parking are specifically designed to prevent residents from abusing the limited visitor parking spaces. Residents who require additional regular parking space(s) may inquire with the maintenance manager or Compass Management to see if any spaces are available for rent, otherwise they must park their additional vehicles **off site**.

12.3.2. Visitor parking spaces are intended for short-term use consisting of 48 hours or less only.

12.3.3. Visitors must display a green or pink visitor's hanging tag in their vehicles with identification number clearly visible from the outside of the vehicle.

12.3.4. Visitors may park in any marked visitor's spot on the property for any 48 hours period. **NOTE:** This 48 hour parking "timer" does not reset when a vehicle moves from one visitor spot to different visitor spot.

12.3.5. If a resident would like to request special permission to have a visitor park in a visitor's spot for longer than 48 hours, the resident must submit a request in writing to Compass Management.

12.4. Towing and Required Notice

12.4.1. Towing Authorization

12.4.1.1. Owner Towing Authorization

12.4.1.1.1. Unauthorized vehicles parked in an owner assigned parking space designated for use by a specific unit may be towed by the legal Unit owner, at the owner's sole discretion, and at the risk and expense of the owner of the unauthorized vehicle.

12.4.1.1.2. The owner will need to show proof of space ownership to the towing company via a preauthorized Towing Authorization Form.

12.4.1.1.3. The Brookwood Place Parking Committee, Employees, Management Company, or designated vendors can NOT tow cars from assigned parking spaces that are legally owned by a Unit Owner.

12.4.1.2. Renter Towing Authorization

12.4.1.2.1. Unauthorized vehicles parked in an owner assigned parking space designated for use by a specific unit may be towed by the renter only

with the unit owner's direct permission, at the owner's sole discretion, and at the risk and expense of the owner of the unauthorized vehicle.

12.4.1.2.2. The renter will need to show proof of rental rights to space ownership to the towing company via a preauthorized Towing Authorization Form that the owner has provided to the renter.

12.4.1.3. Association Authorization

12.4.1.3.1. The Brookwood Place Parking Committee, Employees, Management Company, and designated vendors are authorized to tow unauthorized vehicles in the following areas of the Association:

- 12.4.1.3.1.1. Fire lane
- 12.4.1.3.1.2. Load/unload
- 12.4.1.3.1.3. Vehicles blocking parking stalls, garages, etc.
- 12.4.1.3.1.4. Employee parking
- 12.4.1.3.1.5. Resident vehicle parked in guest parking
- 12.4.1.3.1.6. Unauthorized parking in any other area not designated for parking.

12.4.2. Notice Given prior to Towing a Vehicle

12.4.2.1. Immediately – Towed without any warning.

- 12.4.2.1.1. Fire lane
- 12.4.2.1.2. Load/unload
- 12.4.2.1.3. Vehicles blocking parking stalls, garages, etc.
- 12.4.2.1.4. Employee parking

12.4.2.2. 1 hour Warning – Towed with a 1 hour warning notice.

- 12.4.2.2.1. Parked in assigned spot (owner of assigned spot can tow)
- 12.4.2.2.2. Resident vehicle parked in guest parking (2nd offenses and on will be issued fines whether vehicle is towed or not)
- 12.4.2.2.3. Any vehicle who has previously received a 24 hour warning notice

12.4.2.3. 24 hour Warning – Towed with a 24 hour warning notice.

- 12.4.2.3.1. Any UNREGISTERED vehicles parked in a visitor's parking space that does not have the proper green or pink visitor's hanging tag properly displayed in their vehicle will have their vehicle information collected and recorded, and will be issued a 24 hour notice to comply with the parking policies of Brookwood Place Condos. If the vehicle does not comply with the proper visitors tag displayed, or does not remove the vehicle from the property, it will be towed at the owner's risk and expense. The next offense for the same vehicle will result in a 1 hour warning notice before being towed.

13. PETS

- a) Domestic household pets, such as dogs and cats, may be kept by unit owners; provided, that the keeping of pets shall be subject to such reasonable rules as the Board may from time to time adopt.
- b) Pets will be subject to immediate removal upon notice from the Board for any inability to adhere to Rules. The Board will maintain the sole and exclusive right to determine if and when the rules regarding pets are violated. The Board shall have the right to prohibit the keeping of any animal, even if other animals are allowed to remain. No household pets shall be kept which shall interfere with the reasonable use and enjoyment of any other Unit, Common Element, or Limited Common Element.

- c) Owners shall be limited to dogs, cats, and/or other conventional domestic household pets to no more than two (2) pets may be kept in a unit. No animals shall be permitted in any unit, or in the common or limited common elements, whether as pets or otherwise, except for dogs, cats, fish or birds. No animals, which term includes livestock, domestic animals or poultry, rodents, reptiles or "exotic animals" of any kind, shall be raised, or kept in any unit or in the common elements or limited common elements, whether as pets or otherwise. Further, pets are subject to all governmental laws, ordinances, and House Rules.
- d) Pets shall not be allowed in any common elements unless carried in arm(s) or on a short leash.
Under no circumstances shall animals be allowed on any lawn or planting area.
- e) All pets must be properly licensed.
- D All pet Owners are responsible for the actions of their pets or the pets of the other Occupants of their respective Units. Pet Owners shall defend, indemnify and hold the Association and all other Owners harmless against any loss or liability of any kind or character whatsoever arising from or relating to the pet.
- g) Residents are responsible for cleaning up after their pets. Droppings must be wrapped or boxed before placing in garbage cans. Unit owners will be held responsible for cleaning up and/or any damage caused by their pets or by pets of their guests, tenants, and/or invitees. Pet waste accidentally "deposited" on common or common element/limited common elements must immediately be picked up and properly disposed of. Feces must not be put into the Association dumpster per Snohomish County Code.
- h) Residents are responsible for keeping pet noise to a minimum. Pet owners shall control their pets so that barking, scratching and other noise does not disturb other occupants. If a dog or other animal becomes obnoxious to other Owners by barking or otherwise, the Owner of such animal shall cause the problem to be corrected and if not corrected, the Owner, upon written notice from the Board, shall be required to promptly remove the animal from the Condominium.
- i) Pet owners are required to control their pets in a responsible manner, considering the health, safety, well-being and rights of all Occupants. Any animal deemed a nuisance by decision of the Board must be removed from the Property.
- j) Types of pets that are poisonous or other dangerous or offense in the opinion of the Board may be forbidden on the Property.
- k) Decks/patios and storage rooms shall not be used as a place to feed or kennel pets or other animals.
- l) Unit owners shall not permit the use of patio/balconies as a place for their pets or pets of their guests, tenants, and/or invitees, etc., to defecate or urinate.
- m) No pet in excess of 40 pounds shall be allowed in the Association.
- n) Every unit owner and occupant shall at all times keep the common and limited common elements and his/her unit in a strictly clean and sanitary condition, free of rodents and pests, and observe and perform all laws, ordinances, and House Rules, including kennel laws and animal control laws.

14. DECKS

- a) The decks may not be modified without prior approval of the Board. No personal property may be attached, suspended, mounted, store, or otherwise displayed on any deck or patio or on the exterior of same. Air-drying articles of personal property of any description is not permitted.
- b) Each owner or occupant must maintain his/her individual deck in a state of general neatness and cleanliness. Care must be taken in cleaning decks or plant watering so as not to permit dirt or water to run onto decks or patios below. Decks must be damp mopped. Other than from natural causes, no water may be allowed to drip from decks.
- c) Each unit owner may put containerized plants and shrubs on his/her deck or patio so long as such plants do not obstruct the view of any other resident. Containers should be of a type that minimizes discharge of soil and irrigation water. Owners who allow water to drip from their decks are responsible for the cost of cleaning all affected areas and other damages. Planting containers must sit in a water retention saucer.
- d) Do not place barbeque grills, planters, pots or any other items on the deck wall or railing due to safety reasons, except that planters may be placed on the inside of deck railings in a manner which does not create any safety concerns and which does not affect the integrity of the construction of the deck wall or create a risk of moisture damage.
- e) Hanging items such as windsocks, flower baskets, wind chimes, bird feeder, etc. are not allowed due to wind/weather, structural, safety and noise conditions. Occupant must use extreme caution to ensure that nothing falls, is dropped or is thrown from any part of the Buildings. This includes cigarettes, trash or any other items. All items on the decks must be secured in such a way as to prevent accidental dislodgement during a windstorm.
- f) Personal property, other than normal patio furniture, may not be stored on decks or patios. Furniture and umbrellas should blend with the building. Gas and electric barbeques are allowed.

Charcoal fires are strictly prohibited. Decks must be kept neat and not used for miscellaneous storage, including the storage and parking bicycles. Patio furniture may be placed on decks if not excessively heavy and will not cause any structural damage.
- g) Items on decks shall be limited to patio/deck furniture, barbecues, and plants in appropriate containers on risers or casters. All items on decks shall be in good condition and well maintained.
- h) Grills shall not be left unattended while in use and shall be stored on decks when not in use. No other open fires such as "tiki torches", heaters, candles, outdoor fireplaces, etc., are permitted on any decks.
- i) Nothing shall be thrown or shaken from the decks.
- j) All plantings shall be in appropriate containers and kept within the deck area. Plant containers must be on risers or casters to preclude direct contact with deck surface.
- k) Deck Care:

- Nothing should be dragged across the decks. Pick up chairs, planters, tables, BBQ's, when moving.
- Decks should be swept and /or vacuumed on a frequent basis to remove all debris
- Decks shall not be carpeted.
- Avoid use of hydrocarbon solvents or bleach on decks.
- Repair of any damage to decks caused by resident's failure to comply with maintenance instructions shall be paid by the owner.
- No plant shall be allowed to climb on exterior building walls.
- Bird feeders are not permitted in the complex. To avoid attracting rodents, or causing problems for other residents, animals or birds shall not be fed on decks or outside the units. Pet food or anything edible shall not be stored on decks. Such items may be stored in garages and storage unit on deck if in rodent and vermin proof containers.
- Hot tubs are not allowed on decks at all.
- Hazardous materials may not be stored in storage areas.
- Items are stored in storage areas at owner's risk.

15. SATELLITE DISHES

- a) All Rules and Regulations are designed with the safety and well being of all Owners in mind. The installation of any object on the roof or exterior of the buildings poses a significant safety hazard. For example, the object may be installed improperly causing it to fall and injure someone. The process of installing or maintaining the object may leave debris or other items which pose an attractive nuisance and a danger to children. Removal of the item may damage the exterior of the premises causing water damage or allowing the entry of pests into the building or a Unit causing health and safety concerns to all Owners. The object may be wired or plumbed improperly causing damage to the building or a Unit and a risk of fire or flooding to the occupants. The object may not be installed in such a manner that it impedes a walkway, or access to any Common element to which others, including maintenance personnel require access.
- b) Installation of any electrical fixtures, plumbing, telephone equipment, satellite dishes in excess of one meter in diameter, or air conditioners on any Common element, or Limited common element, is prohibited. Any such installation without Board approval will subject the Owner to immediate removal of the offending item, and/or a fine, until removed.
- c) Installation of any satellite dishes one meter in diameter or less on any Common element, is prohibited, without the prior written approval of the Board. Any such installation without Board approval will subject the Owner to immediate removal of the offending item, and/or a fine, until removed.
- d) In determining whether or not to grant its approval to the installation of any items on any Common element, the Board may require certain conditions for safety reasons. These conditions may include, but are not limited to:
 - A Any external items, including without limitation, antennae, dishes, mounts, cabling, plumbing, or the like shall be painted in a fashion so the object blends into the background against which it is mounted, provided said painting does not substantially interfere with the operation of said external item.
 - B A restriction of location of the item.

- g) The installation of the item by a validly licensed, insured or bonded contractor.
- h) All trash, and debris shall be cleaned up on a daily basis and no trash or debris shall be allowed to remain overnight.
- i) Requiring the Owner requesting the installation to repair, and maintain any portion of the Common element to which the item or any part thereof is attached, and to indemnify the Association and all other Owners from any damage resulting therefrom. All repair or maintenance must be to the exclusive satisfaction of the Board.
- j) Requiring the Owner requesting the installation to replace any portion of the building to which the item or any part thereof is attached, or return the portion of the building to its original condition, upon the Owner's sale, transfer, vacation of the Unit, or removal of the offending item. All replacement or repair must be to the exclusive satisfaction of the Board. The Board may also require a security deposit which estimates the costs of removal and damages
- k) Installation of any satellite dishes one meter in diameter or less within any Unit or Limited common element is permitted. This means placement within one's unit or on one's deck. However, upon installation the Owner must notify the Board of such installation and allow the Board to inspect the satellite dish and cabling to insure it does not penetrate in any Common element or impact any Common element airspace. Further, after installation, the Owner shall at the Owner's sole cost and expense, repair and maintain any portion of the Limited common element to which the item or any part thereof is attached, and to indemnify the Association and all other Owners from any damage resulting therefrom. All repair or maintenance must be to the exclusive satisfaction of the Board. Further, the Owner shall replace any portion of the Limited common element to which the item or any part thereof is attached, or return the Limited common element to its original condition, upon the Owner's sale, transfer, vacation of the Unit, or removal of the satellite dish. All replacement or repair must be to the exclusive satisfaction of the Board. The Board may also require a security deposit which estimates the costs of removal and damages
 - l) Installation of satellite dishes by homeowners/renters is permitted as per the following rules:
 - m) The satellite dish or dishes are not to exceed 1 (one) meter in diameter and will be gray in color.
 - n) The satellite dish will be installed to professional standards of safety on the backside of the resident's unit, in a manner that is unobtrusive and does not damage the building and building envelope. Drilling of holes through the walls or roof is not permitted. Any damage done to the building due to installation or otherwise by the satellite dish will be the responsibility of the resident to repair at his/her cost. One suggested location for the dish is on the patio on a tripod with a wireless transmitter to avoid drilling holes in the unit. Additional unobtrusive locations that do not result in damage to the Unit are permitted if there is insufficient signal strength on the patio.
 - o) In the event the resident moves, he/she must have the dish removed. All maintenance, repair or such removal shall be done to professional standards of safety and any/all damage to the building or limited common elements repaired at his/her cost.

- p) New owner must acknowledge as part of resale that they are in compliance with the satellite dish rules of the Association. In the event that such disclosure is incorrect, the new owner will be responsible for all costs associated with removal of the satellite dish or cost involved in bringing satellite dish in conformation with the satellite dish policy.
- q) In the event these rules are not adhered to, in addition to any other remedies allowed herein, the Board reserves the right to require the Owner to remove the offending satellite dish, or in the even the Owner fails to remove the same in a timely manner, to remove the dish for the Owner, all at the Owner's sole cost and expense. Have the dish removed, the cost of such removal being the responsibility of the homeowner.
- r) Owner assumes all liability related to satellite dishes installed for use in their units.
- s) Owner will maintain the satellite dish in good condition. Specifically owner will always ensure that the satellite dish poses no unnecessary safety concerns.
- t) All home owners installing satellite dishes must complete the satellite dish agreement form (available from the property manager) and get approval prior to installation.

16. GARBAGE

- a) All garbage must be bagged in heavy paper or plastic bags and securely fastened before depositing in the dumpster.
- b) Cardboard boxes and heavy paper items are to be flattened, bagged or tied in bundles and placed in assigned dumpster in the recycle area. Large empty containers or other large items other than cardboard or packing material must be cut up, flattened and placed inside the assigned dumpster in the recycle area.
- c) Clean papers, bottles, cans and certain plastics must be put in the recycle container.
- d) Flammable materials or any liquids may not be deposited in the dumpster or stored on the Common Elements. Contact the Facility Manager for proper disposal instructions for such items.
- e) Only normal household waste may be placed in the trash container.
- D Items such Christmas trees, furniture, etc., must be cut up or hauled to the dump by the Owner as specified by the Association.
- g) Each Owner is responsible for the disposal of large items. Owners shall not put extra-large items such as mattresses, carpeting, appliances, Christmas trees or furniture into or next to the large garbage container or recycle bins. Owners are responsible for removing those items from the property. Any large items not removed will have the removal fee charged to the Owner responsible in addition to being fined. If you need assistance to dispose of an extra-large item, you may contact the Property Manager.

17. SIGNS/SOLICITATIONS/SALESMEN

- a) No sign of any kind shall be displayed to the public view on or from any unit or common or

limited common element without written permission of the Board; provided, that temporary placement of signs is allowed, at a space designed by the Board, indicating that a unit is for sale during the day any Open House is being held, not to exceed 8 hours. Bulletin postings must be approved by the Facility Manager.

- b) No sales or solicitation of any kind are allowed in the building or common elements.

18. USE OF RECREATIONAL AREAS

Swimming Pool

- Pool hours are 10:00 am to 10:00 pm
- Pool will be open from Memorial Day to Labor Day weather permitting.
- No lifeguard will be on duty. All persons using the pool do so at their own risk - owners and management are not responsible for accidents or injuries. All Occupants shall use the swimming pool at their own risk. The Association shall not be liable for any personal injury to residents or guests of residents or children.
- Any Owner or its tenant may invite no more than two (2) guests to the swimming pool at any given time.
- Because of health regulations, pets are FORBIDDEN in or around the swimming pool.
- No smoking. Smoking is not permitted anywhere with the pool or area.
- Children age 18 and under need to be accompanied by a responsible adult (age 18 & over) at all times the child is in the pool. Bathers age 13-18 must not use pool alone.
- Everyone must take a cleansing shower before using pool.
- Bathers wearing diapers must be changed in designated diaper hanging area or restroom. Bathers wearing diapers need to have tight fitting protective clothing.
- If you have a communicable disease that can be transmitted by water or have been ill with diarrhea or vomiting in the last two weeks, do not use the pool.
- Bathers with seizure, heart or circulatory problems are advised to swim with a buddy.
- Do not use pool when under the influence of alcohol or drugs.
- No running on deck, horseplay or loud noise is allowed.
- No glass food or beverage containers allowed in pool area.
- Persons failing to follow rules are subject to removal from the premises.

Fitness Center.

- Fitness Center hours are from 6:00 am to 10:00 pm daily.
- Persons under the age of 18 may not use the Fitness Center without adult supervision. Persons between the ages of 15 and 17 must be accompanied by adult (18 years or older).
- Fitness Center activities are unmonitored and all Occupants shall use the Fitness Center and the fitness equipment therein at their own risk. Posted rules need to be followed. The users of equipment do so at their own risk of injury. The Brookwood Condominium Owners Association shall not be liable for any personal injury to residents or guest of residents or children.
- Do not drop equipment weight, bar bell or hand weights during or after use.
- No food is allowed in the room. No glass or breakable containers are allowed in the room. Pop cans or plastic bottles for liquids are authorized.
- Users shall clean the exercise equipment after use.
- Equipment is available to all residents on a first come first served basis with a 30 minutes limit on the use of any individual piece of equipment if others are waiting.

- Pets are not permitted in the Fitness Center

19. GENERAL REQUIREMENTS REGARDING UNIT ALTERATIONS

Wall mounted, pad mounted exterior air conditioning units are prohibited. Only portable units are allowed. Installation plans for air conditioning must be approved by the Board in writing, in the Board's sole and exclusive discretion. Guidelines for installation and use as well as a list of approved portable air conditioning units may be obtained from the Facility Manager.

General
Guidelines:

- a) Smoke detector heads which are placed at risk of causing the main fire panel to go into alarm mode by the nature of any work, vapor, or dust must be covered before work each day and removed at the end of the work day
- b) All work must be performed by a licensed, bonded, and insured contractor.
- c) Any electrical work involving major modifications to a main breaker panel must have Board approval.
- d) No fasteners or any kind may be driven into the concrete portions of any ceiling or floor unless approved by the Board.
- e) No deck may be altered in any manner.
- D Work performed without authorization that affects or impairs the Association's warranties may be removed or replaced at the discretion of the Association, the cost of which will be charged to the Owner, and the Owner shall be responsible for any damage, including but not limited to repaying the Association for any damages not covered by the warranty lost.
- g) The owner must inform the Board through the managing agent of any significant remodeling or construction work to be done in their unit. The owner should also provide the name and phone number of the contractor involved prior to beginning work.
- h) Tools, equipment, and materials to be used during the course of remodeling or construction must be stored within the unit and not the common elements.
- i) The unit owner is responsible for any damage to, and cleanup of, any messes, spills, leaks or debris left in any of the common elements or limited common elements. Debris need to be removed to an offsite location and not in dumpster located within the Brookwood property. Expenses related to these matters will be charged to the unit owner.
- j) All combustible petroleum or other environmentally hazardous materials used during the course of construction should be properly disposed of by the contractor or owners. Such materials may NOT be placed in the dumpsters.
- k) 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 the dumpsters.
- l) Work (including setup and cleanup) of the type described above, causing noise, dust, fumes, or clutter, may only be done Mondays through Fridays between the hours of 8 AM. and 5 P.M.

- m) The Board may elect to waive this restriction under special circumstances.
- n) A copy of the Construction Rules may be obtained from the Facility Manager.
- o) Owners are required to properly maintain their fireplaces particularly to prevent discoloration of the exterior of the building.
- p) Construction works parking should not impede drive lines, fire lines, dumpster areas and parking spaces of other condominium owners.
- q) In order to preserve a uniform exterior appearance to the building, and the common and limited elements visible to the public, the Board shall require and provide for the painting and other decorative finish of the building, lanais or patio/yard areas, or other common or limited common elements, and prescribe the type and color of such decorative finishes, and may prohibit, require or regulate any modification or decoration of the building, lanais, patio/yard areas or other common or limited common elements undertaken or proposed by any owner. This power of the Board extends to screens, doors, awnings, rails or other visible portions of each unit and building. Unit window coverings (including draperies, blind, shades, etc.) visible from the exterior or from common elements must be white. No personal items may be placed in common elements.

20. CONTROL OF WATER, HUMIDITY AND MOLD

- a) The Board shall have the right to deny its approval of or otherwise prohibit any alterations to a Unit or any Limited Common Elements if such alterations or the intended use thereof would cause any water damage to such Unit or Limited Common Elements or any other Unit, Common Elements or other portions of the Project; create any risk of water intrusion or create any environment conducive to the growth or spread of mold; create any temperature or relative humidity variation with the Unit or other portions of the Condominium or create any improper water vapor barriers or conduits.
- b) The Board shall have the right to require Owners to shut off the water to their respective Units if they are to be vacant for more than seven (7) consecutive days.
- c) Any landscaping kept upon a deck shall be located at least twenty-four (24) inches from the exterior wall shall not be directed toward the Buildings in a way that results in it being trapped in close proximity to a Building's exterior.
- d) Each Owner shall promptly notify a member of the Board or the Manager if any of the following is observed:
 - Areas of suspected mold growth;
 - Areas of standing water, discoloration, odors, peeling paint, buckled flooring high ambient humidity, or problems with the HVAC supply or return lines;
 - Area of water accumulation, puddling, ponding, flooding, rusting, or leaks in the area of any plumbing, appliances, sprinklers, sprinkler heads windows or doors;
 - Area of water intrusion or suspected water intrusion into or from ceilings, bathrooms, kitchens, walls, doors, decks, or floors;

- Improper or inappropriate repairs in a manner that could reasonably be expected to create a moisture problem; or
 - Defects in windows, door seals, buckling, discoloration or of door thresholds or obstruction of drainage on any deck.
 - Any installation of carpet or other materials which trap or redirect moisture on the decks may be prohibited.
 - The installation of interior and permeable wall coverings may be prohibited, particularly with respect to any areas in which a moisture problem may be created.
- e) Floor coverings shall not be installed until emission testing has been performed and the concrete substratum has been found to meet the dryness standards established by the Flooring Institute. The Board may establish or obtain test data in order to enable Owners to comply with this requirement.

Moisture and Humidity Rules:

- No Owner shall install any vapor barriers not approved by the Board, including wallpaper, carpeting, wall covering, flooring or the like, and carpeting in moist areas such as bathroom area, washer/dryer areas and decks, may be prohibited.
- Each Owner shall maintain any indoor plants, ponds, terrariums, eater coolers, fish tanks, dishwashers, sinks, toilets, tubs, water coolers and other water-containing items so that they do not create a moisture problem.
- Each Owner shall prevent the accumulation of any materials which are food sources for mold, including cardboard boxes and cellulose projects (including drywall) and properly maintain items such as indoor humidifiers according to the manufacturers' instructions. Each Owner shall ensure that all dryers are vented to the exterior along conduits provided in the Buildings.
- No Owner shall relocate washing machines or water heaters within a Unit.
- No Owner shall obstruct or otherwise block building weep screeds, drains, gutters, or other means of water egress for the Buildings or decks.
- Each Owner shall continuously maintain a temperature within a range of 60 to 85 degrees Fahrenheit and shall not cause the relative humidity in a Unit to exceed 70 percent.
- No Owner shall install or use any steam shower or sauna in any Unit. Each Owner shall maintain all bath, tub and tile caulking in good condition and repair. Any alterations to plumbing and sprinkler systems must be made in accordance with the following requirements:
- Any renovations of fixtures where the existing plumbing is altered and Unit shut-off valve do not already exist must include shut-off valves to plumbing distribution branches to affected lines and include a readily accessible access panel.
- All water shut-offs and subsequent sequence must be performed by a licensed plumber selected or approved by the Board or Manager.
- Waterbeds or water tanks containing more than five (5) gallons of water are NOT allowed in any 2nd, 3rd or 4th floor units.

21. **INSURANCE/DAMAGE**

- D An Owner is responsible for the deductible on any insurance claim if the damage claimed was caused by his/her acts and/or omissions or by his/her guests or tenants' acts and/or omissions including but not limited to a failure to maintain any equipment, or fixture within the Unit..

- g) Owners are responsible for any damage caused by their pets and the pets owned by other Occupants of their respective Units.
- h) Owner shall not repair anything that is the responsibility of the Association. Needed repairs are to be reported to the President of the Board or the Manager immediately.
- i) Residents are advised to purchase condominium homeowner's policy (Form H0-6) and/or a tenant's policy (Form H0-4) to protect personal property of the resident and any damage to the building for which the resident is responsible.
- j) There shall be no storage of gasoline or other combustibles on the premises.

22. MISCELLANEOUS HOUSE RULES

- The use of common and limited common elements for the purpose of staging sales of personal property (i.e., "Garage Sale") together with signage indicating such activities is not allowed.
- The common elements are not to be used as a recreation area for activities such as bike-riding, skate-boarding, etc.
- No unit owner, occupant or invitee, etc. shall be allowed on the roof without prior Board approval.
Only management, contractors and Board or Committee members having a legitimate reason should ever be on the roof.
- Activities that unreasonably impose on, detract from, or otherwise intrude on peaceful enjoyment of another unit owner are prohibited. The limitation includes, but is not limited to, noise, odors, smoke, particulate, vibrations, and any other activity which may be judged by the Board of Directors to be obnoxious, offensive, or annoying. Excessive pet noises are considered to be a violation of this section.
- Cigarette butts must be properly disposed of using appropriate receptacles. Littering is strictly prohibited.

23. TENANTS/RENTAL RULE

- a) It is the Owner's responsibility to provide tenants and occupants with a copy of these rules to assure compliance by their tenants and occupants.
- b) A Homeowner shall have the right to rent their unit to a third party only upon compliance with this section. Prior to leasing or renting any unit, the homeowner must give five (5) days notice to the Property Manager stating that it is the homeowner's intention to rent or lease the unit. The Board of Directors shall be given an opportunity to review the proposed written lease, which said lease shall specifically incorporate these rules. The homeowner is ultimately liable and responsible for the actions of their tenants.
- c) Prior to executing a lease, the homeowner will have the prospective tenant fill out an information form specifying the names of the tenants, acknowledging the number of vehicles the tenant has and license plate numbers
- d) All tenants, prior to occupying a unit, will review and acknowledge with the Property

Management Company the following documents; (1) Association House Rules and Resident Information Form.

- e) If the Board deems tenant screening necessary, the expense of such screening will be paid for by the homeowner.
- D Any homeowner who rents or leases to a tenant without meeting these provisions shall be subject to a fine of not less than one hundred dollars (\$100.00). Further, the homeowner shall be subject to an injunction of the Board of Directors, which includes costs and expenses of the injunction including reasonable attorney's fees.

24. MEETING PROCEDURES

- a) **Procedural Rules.** The Board of Directors may adopt rules of procedure to govern any meeting of Owners or Directors to the extent not inconsistent with law, the Association's Articles of Incorporation, Bylaws or Declaration, as they are in effect from time to time. In the absence of any rules of procedure adopted by the Board of Directors, the President of the Board shall make all decisions regarding such procedure for any meeting.
- b) **President.** The President shall have absolute authority over matters of procedure. There shall be no appeal from a procedural ruling by the President. The President may dispense with the rules of parliamentary procedure for any meeting or any part of a meeting. The President shall clearly state the rules under which any meeting or part of a meeting will be conducted.
- c) **Adjournment Due to Disorder.** If disorder should arise which prevents continuation of the legitimate business of any meeting, the President may adjourn the meeting. Any meeting so adjourned may be reconvened in accordance with the Bylaws.
- d) **Removal of Persons Not Owners.** The Board by majority vote may require anyone who is not a bona fide Owner of record or the proxy of an Owner of record to leave any Owners' meeting. The Board by majority vote may require anyone who is not a bona fide Director or Owner of record or the proxy of a Director or Owner of record to leave any Directors' meeting.
- e) **Matters the Proper Subject of Action.** The Owners may consider and vote on a resolution or motion at a Directors' meeting only if an Owners' forum is provided at such meeting and notice of such Owners' forum is properly given per Section C below and:
 - D The resolution or motion was proposed by an Owner or the duly authorized proxy of a Owner; and
 - g) The resolution or motion was seconded by an individual who is an Owner or the duly authorized proxy of an Owner other than the person who proposed the resolution or motion.
 - h) **Civil Discourse.** No vulgarity, obscenities, or personal attacks will be tolerated at any meeting.
No aggressive behavior will be tolerated.

For example:

- Come to the meeting with a positive attitude;
 - Treat members with respect both, during the meeting and outside the meeting;
 - Turn cell phones off or to vibrate during meetings (If you must take urgent calls on the cell phone, take your conversation outside);
 - Talk one at a time, waiting to be recognized by the Chairperson;
 - Limit side conversations;
 - Be patient when listening to others speak and do not interrupt them;
 - Stay on the topic being discussed;
 - When a topic or agenda item has been discussed fully, do not re-raise the same issue;
 - Do not make threats or rude comments;
 - Address any concerns about the discussion or the meeting with the Chairperson (it is the Chairperson's job to bring the meeting to order);
 - No pamphleteering or the handing out of notices is allowed at any Board or Owner's meeting without the prior written consent of the Board.
- i) Owners' Forum. At the Board's sole and exclusive discretion, the Board may provide for an "Owners Forum" at any Board or Owner's meeting. If an Owners Forum is provided for, only an Owner of record or the proxy of an Owner of record may speak. Each such Owner or proxy shall sign in prior to the meeting indicating a desire to speak and the topic to be discussed; otherwise that person will not be permitted to speak. The Board will use commercially reasonable efforts to provide the time for all those wishing to address the Board or Owners to speak. The Board in its sole discretion may increase or shorten the time or each Owner or proxy is allowed to speak.
- j) Appropriate topics to discuss are the governing documents, rules enforcement, building and facilities issues, and similar issues. Only one or two topics shall be allowed per Owner or proxy unless time otherwise permits.
- k) If an issue has been raised by another Owner or proxy, no repetition of that issue shall be allowed.
- l) The Board may terminate the Owners Forum or the Owner's permission to at the President and/or Board majority vote.

These Rules are subject to change by action of the Board from time to time.

End of Rules & Regulations.

