

# Front 9 Condominiums



## Rules and Regulations

Developed for the Smooth Operation of Front 9  
Revised August 5, 2019

# **1. Statement of Principles**

- 1.1. The Front9 Condominium will not knowingly apply its rules or conduct its affairs in any manner that would constitute illegal discriminatory treatment of any individual on the basis of any status or class protected by law. The Association believes in the equality of all individuals regardless of race, sex, marital status, creed, age, political ideology, national origin, religious beliefs, ethnic heritage, sexual orientation, familial status, or disability. We will endeavor to act fairly in all matters, and to observe all laws regarding equal opportunity in the provision of Fair Housing. Should any question arise in this regard, we will respond to the best of our ability to each question or settle each objection in a manner fully consistent with both the letter and spirit of the law.
- 1.2. All applicable federal, state, and local laws and ordinances are to be observed by all owners and their tenants, guests, invitees and licensees, whether or not they are specifically set forth in these rules.
- 1.3. These rules and regulations supplement the Association's Declaration, Bylaws, and Articles of Incorporation. They do not replace these documents, and in the event of a conflict, these Rules and Regulations shall be of lower precedence than the aforementioned documents.
- 1.4. In addition to these rules, owners, residents, contractors, agents, and guests must comply with all posted signs and placards.
- 1.5. Each Owner shall be responsible for any expenses resulting from damages done to a Unit, the Common Elements, or the Limited Common Elements by that Owner or a Tenant occupying the Owner's Unit, or the family, servants, employees, agents, visitors, licensees, or household pet of that Owner or Tenant, or as a result of the failure to maintain, repair or replace any fixture, equipment, appliance or appurtenance which the Owner is responsible to maintain under the terms of the Declaration, or from any misconduct by that Owner or a Tenant occupying the Owner's Unit, or the family, servants, employees, agents, visitors, licensees, or household pet of that Owner or Tenant. The expenses resulting from any such misconduct caused thereby shall be specially assessed to the Unit, shall be a lien upon the Unit and upon any appurtenant Common Elements, and shall be collectible as are other Assessments.
- 1.6. The Board may, from time to time, adopt, rescind, or amend any rule or regulation to facilitate the management and operation of the Association. Unless an emergency change is required, all such changes will be published in writing within thirty (30) days of adoption and sent to all owners prior to being enforced. The Board or the Association may adopt rules and regulations necessary or advisable for the proper administration of the Condominium. The rules and regulations may be amended by the Board (or the Owners in the same manner as amending the Bylaws), and such amendments shall be deemed a part of these rules and regulations.

# **2. Compliance with Declaration**

- 2.1. Each Owner, Tenant, and other Occupant of a Unit in the Condominium shall comply strictly with the provisions of the Governing Documents and with all decisions of the Board adopted as provided in the Governing Documents. The acceptance of a deed or conveyance or the entering into occupancy of any Unit shall constitute an agreement that the provisions of the Governing Documents,

as they may be amended from time to time, are accepted and ratified by the Owner, Tenant, or other Occupant and all provisions of the Governing Documents shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though the provisions were recited and stipulated at length in each and every deed, conveyance or Lease of the Unit.

- 2.2. The Board or Manager shall exercise its prudent business judgment in determining what actions to take in the enforcement of the Governing Documents. The failure of the Board or Manager in any one or more instances to insist upon the strict performance of any of the terms, covenants, conditions or restrictions of the Governing Documents, or to exercise any right or option contained in the Governing Document, or to serve any notice or to institute any actions, shall not be construed as a waiver or relinquishment for the future of that term, covenant, condition or restriction, but the term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Board or Manager of any Assessment from an Owner, with knowledge of any breach shall not be deemed a waiver of that breach, and no waiver by the Board of any provision of the Governing Documents shall be deemed to have been made unless expressed in writing and signed by the appropriate officers on behalf of the Board.
- 2.3. The Board, or other body of person "Hearing Board" designated in the internal notice and hearing procedures required under RCW 64.34.304(1 )(k) ("Due Process Procedures") to be set forth in the Bylaws or Rules and Regulations, is authorized and empowered, as provided in the Due Process Procedures, to investigate, hear and determine all complaints concerning violations by any Unit Owner, Tenant, or other Occupant or by the Association of any provision of the Governing Documents or of any Board Decision and to order compliance therewith. The Hearing Board is authorized and empowered to levy reasonable fines against any person who shall have been found to be in violation of any provisions of the Governing Documents or Board Decision after notice stating the nature of the violation and an opportunity for a hearing. Fines shall not exceed the maximum amounts to be established from time to time by resolution of the Board.

### **3. Fees for Services and Fines**

#### **3.1. Fees**

- 3.1.1. RCW 64.34.425, Association Resale Certificate: Fee set by Management Company
- 3.1.2. Association affidavit/certification minimum charge: Fee set by Management Company
- 3.1.3. NSF Fee (payable whenever a check is returned dishonored): \$35.00
- 3.1.4. Late fees are assessed monthly when an account is delinquent. Please see the Association's Assessment Collection Policy (an addendum to these rules).
- 3.1.5. The Association may assess an account its costs of collection, including administrative fees charged by the Management Company, and legal fees and costs. Please see the Association's Assessment Collection Policy.
- 3.1.6. Failure to timely provide required documentation (e.g., lease agreement,

resident and tenant information, and other necessary documentation required by the association): \$150.00

3.1.7. Move-in / Move-out Fee: \$300

Each Owner shall be assessed a non-refundable move-in/move-out fee in connection with the moving of any new Occupant into a residential unit. Regular moving hours are 8:00 AM to 4:00 PM daily.

3.1.8. Reserve Parking Annual Fee: \$1,200

Reserve Parking is a parking rental agreement between the applicant and the Front 9 Condominium Association. The term of this agreement is one (1) calendar year. The annual fee is due on the first day of the rental term and only existing rental agreements will be renewed. No subletting of the assign parking spot in this agreement is allowed and all association rules apply. If any of the association rules are breached the contract is terminated immediately with written notice. The Association also has the right to terminate this agreement for any reason with a thirty (30) day written notice. The renter of the assigned spot may terminate this agreement at any time with written notice. In any of the above cases the renter's annual fee shall be forfeited.

3.2. Collection Policy.

The Association's Assessment Collection Policy is an addendum to these Rules and Regulations.

3.3. Penalties for Violations.

Fines may, at the discretion of the Hearing Board, be charged in addition to enforcement fees and cost reimbursement for damage repairs, if any. The first fine will be assessed in an amount of \$100.00. The second fine will be assessed in an amount of \$200.00. The third fine will be assessed in an amount of \$300.00, and may cause the commencement of legal action to prevent further infractions.

## **4. Intrusive Activities**

4.1. 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, particulates, vibration, 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.

4.2. The period from 10:00 PM to 7:00 AM shall be considered as quiet courtesy hours. During this period any activity that generates noise that unreasonably disturbs another resident in his or her unit is prohibited.

## **5. Fire Regulations**

5.1. The use, possession, or storage of fireworks is prohibited in or about the buildings.

5.2. No storage or accumulation of material is allowed in any area of the building, including units that may constitute a fire hazard, increase the rate of insurance, cause cancellation of insurance or violate any law, ordinance, regulation or rule of the City of Seattle and/or State of Washington.

- 5.3. Individual unit smoke detectors are not connected to the building fire alarm system. Each resident is responsible for testing and maintaining the apartment smoke detectors.

## **6. Usage of Common Elements**

- 6.1. Common elements consist of all portions of the condominium except the units. This includes but is not limited to halls, entryways, stairways, stairwells, driveways, lawn, and garden areas.
- 6.2. General Requirements
  - 6.2.1. Bicycles, baby carriages, scooters, umbrella stands, or other personal effects may not be stored or kept in halls, doorways, stairways, or other public areas.
  - 6.2.2. The decor of the common elements may only be changed by Board action. Doors to units are limited common elements and may not be changed, painted, or decorated in any way except for door knockers on door face or doorbells on or adjacent to the door. Appropriate seasonal decorations may be hung on the exterior of unit doors. No permanent attachment or alteration of the unit door may be made.
  - 6.2.3. Dust mops, rugs, tablecloths and clothing shall not be shaken, cleaned or left in any of the common elements or from any window, door, balcony, or landing.
  - 6.2.4. Smoking is not allowed in any common elements. Smoking is permitted only in residential units and on unit decks.
  - 6.2.5. Residents are responsible for their guest's behavior and must be in attendance in the Common and Limited Common Elements at all times with their guests. Guest conduct must be considerate of other persons and property. Activities that unreasonably impose on, detract from, or otherwise intrude on peaceful enjoyment of any Resident are prohibited. This limitation includes, but is not limited to, noise, odors, smoke, particulates, vibrations and any other activity which may be judged to be obnoxious, offensive or annoying.
- 6.3. Skateboarding is not permitted on the property. No bicycle riding, skateboards, roller skates on the common area walkways. Walkways are reserved for walking only.
- 6.4. Chalk writing and drawings are not allowed on any walkways or in common areas.
- 6.5. Outside common areas and furnishings are not for climbing or rough play.
- 6.6. Vandalism of signs, furniture, landscape or pool will be prosecuted.

## **7. Grills/Barbecues**

Grills/barbecues are not permitted on residential unit decks. There is a grill/barbecue area by the pool.

## **8. Dumpsters**

- 8.1. Dumpsters are for resident use only. Residents are responsible to keep the trash areas clean and free of litter. Close dumpsters after use.

- 8.2. All garbage must be bagged in heavy paper or plastic bags and securely fastened before depositing in dumpster.
- 8.3. If dumpsters are full, walk the trash or recycling to another dumpster location on site. Do not leave it on the ground.
- 8.4. Only clean recyclable glass is to be placed in the recycle dumpster. Incandescent light bulbs should be placed in the trash dumpster.
- 8.5. Cardboard boxes and heavy paper items are to be flattened, bagged or tied in bundles and placed in the recycle dumpster. Large empty containers or other large items other than cardboard or packing material must be cut up, flattened and placed inside the recycle dumpster.
- 8.6. Newspapers, paper goods, plastics, and cans on the approved recycling list are to be placed in the recycle dumpster.
- 8.7. Never put flammable materials or any liquids in the trash or recycle dumpster. Batteries, fluorescent bulbs, toxic chemicals, and other materials requiring special disposal may not be placed in the dumpsters. Contact the Facility Manager for disposal instructions for such items.
- 8.8. Contents of vacuum cleaner bags or disposable vacuum cleaner bag liners must be securely packaged as described above before disposing in garbage.
- 8.9. After Christmas, residents are responsible for cutting up their Christmas trees in no more than three-foot-long bundles to be tied and placed in an area assigned by the maintenance staff.
- 8.10. Remodeling debris, rugs, furniture, appliances, etc., are the responsibility of the owner to dispose of off site. Such material is not to be placed in or by the dumpsters. Failure to comply will subject the owner/tenant to removal cost. All pet feces and kitty litter are to be double bagged and hand carried to the dumpster. No pet feces or kitty litter are to be flushed down the toilet.
- 8.11. Residents shall not dump remodeling debris, rugs, furniture, large appliances, etc. in the Front9 dumpsters. It is the responsibility of each resident and owner to dispose of these types of materials off site. Any resident caught illegally dumping onsite will be immediately charged the following a \$250 fine for the first offense and a \$500 fine for the second offense. In addition, owners will be assessed for the cost of removal.

## **9. Visitor Parking Stalls**

- 9.1. Visitor parking is for guests of Residents.
- 9.2. Guests can occupy Visitor parking for not more than 48 hours in a 7-day period.
- 9.3. Guests are required to register their vehicles using the online registration system at [front9.guestparkingpermits.com](http://front9.guestparkingpermits.com). Registration does not guarantee the availability of a parking spot.
- 9.4. Guest vehicles with expired permits are subject to tow at owner's expense without warning.
- 9.5. Residents are not allowed to use the Visitor parking stalls. Any resident occupying Visitor parking will be towed at owner's expense without warning.
- 9.6. Any vehicle using a visitor parking stall without a valid permit or not registered at [front9.guestparkingpermits.com](http://front9.guestparkingpermits.com) will be towed at owner's expense without warning.

- 9.7. Commercial vehicles are not allowed to use Visitor parking between the hours of 6:00 PM to 7:00 AM.

## **10. Pool Area**

- 10.1. Pool hours are from 9:00 AM to 9:00 PM Memorial Day to Labor Day. The pool gate may not be propped open. Pool entrance is by key only. Fence hoppers will be fined or prosecuted.
- 10.2. The pool is for use by Front9 residents and their guests only.
- 10.3. There are no lifeguards present at the pool.
- 10.4. Children 12 years or younger must have a responsible adult (18 or older) present. Children between the ages of 13 to 17 to swim with at least one other person present who is 13 or older.
- 10.5. Everyone must take a cleansing shower before using the pool.
- 10.6. If you have a disease that can be transmitted by water or have been ill with diarrhea or vomiting in the past two weeks, don't use the pool.
- 10.7. Diapers must be changed in the designated changing area and must have a tight-fitting protective covering designed for swimming use.
- 10.8. People with seizure, heart, or circulatory problems should not swim alone.
- 10.9. No running or rough playing in the pool area.
- 10.10. No food allowed in the pool area. Water is allowed.
- 10.11. Don't use the pool when under the influence of alcohol or drugs.
- 10.12. Failure to follow the pool rules will result in being asked to leave the premises. Repeated failures to follow pools rules may result in permanent loss of use of the pool area.

## **11. Picnic Area**

- 11.1. Use of the picnic area is for Front9 residents and their guests only.
- 11.2. Use of the grill(s) and seating area is on a first-come first-serve basis.
- 11.3. The grill must be operated by a person who is age 21 or over.
- 11.4. The grill must be cleaned after each use. Check to ensure that burners are left in the "OFF" position before leaving the picnic area.
- 11.5. Picnic area users are responsible to remove all trash and debris.

## **12. Bulletin Boards**

- 12.1. Personal postings will only be allowed in the bulletin boards in the mailbox area with Board approval. Owners and Residents can submit their personal posting to front9.condominiums@gmail.com. Write "Personal Posting" in the subject line.
- 12.2. Postings are accepted on a first-come first-served basis.
- 12.3. As postings are approved they will be placed in the glass-covered bulletin boards located in the mailbox area. Personal postings will be removed to make way for others after seven days.
- 12.4. Postings that do not follow the new policy will be removed immediately. Use of tape, pushpins, or nails damages the paint finish on the mailboxes and can damage the mailbox area. Owners and Residents causing damage will be held

financially responsible.

### **13. Parking Lot Aisleways**

The speed limit in parking lot aisleways is 10 miles per hour.

### **14. Exterior Appearance**

- 14.1. It is the Association's policy that a uniform exterior appearance is more aesthetically pleasing than the alternative of many different colors and designs. To preserve this uniform appearance, all portions of units which are visible from the exterior, including but not limited to exterior paint, screens, doors, railings, window coverings, etc., must preserve the designated style and color scheme. Bicycles, exercise equipment, and the like are not to be stored on unit decks or terraces.
- 14.2. All decks and entryways are to be kept in a clean and neat condition at all times. The Board reserves the right to require the removal of any item deemed to be unsightly or offensive or which generally comes under the category of litter, trash, trash container, junk, debris, etc.
- 14.3. The watering of plants, sweeping, or cleaning of balconies shall be done in a manner which will not be a nuisance to persons residing in lower or adjacent units. It is important to ensure that nothing be swept, thrown, dropped, or shaken from doors, windows or decks. Plants shall not be hung from ceilings or walls. All plant containers must have water dishes underneath to avoid dripping on the balconies or windows below.
- 14.4. No sign of any kind shall be displayed on or from any unit, common elements or limited common element, nor shall any sign of any kind be inscribed, painted, engraved, or affixed to the exterior of any unit, common element, or limited common element except as permitted by the governing documents.
- 14.5. To maintain architectural uniformity, the modification of any common elements, limited common elements or of any unit is permitted only with the written approval of the Board. Requests for approval must be made in writing, detailing the work to be done. Architectural drawings may be required. All work approved must be done by qualified and insured individuals and in accordance with all applicable codes.
- 14.6. No bird feeders of any kind are allowed on the balcony, deck, or terrace areas.

### **15. Domestic Pets**

- 15.1. Domestic pets such as cats and dogs may be kept in residential units subject to the Governing Documents. Aggressive breeds of dogs, particularly those breeds known to exhibit vicious propensities, including but not limited to Rottweilers, Chow Chows, Pit Bulls, English Mastiffs, Canary Island Cattle Dogs, German Shepherds, Doberman Pinschers, Wolf Hybrids, or mixes of these breeds are prohibited at Front9 premises. No livestock, poultry, rabbits or other animals shall be kept in any part of the Condominium, nor may any animal be bred or used therein for any commercial purpose, including pet sitting.
- 15.2. Residents must comply with city ordinances regarding domestic animals. Any and all such ordinances are hereby incorporated into these rules, and a violation of any such ordinance will be considered a violation of these rules and



regulations.

- 15.3. There is a maximum limit of two pets per unit (two cats, two dogs, or one cat and one dog)
- 15.4. Cats and dogs must be licensed by the City of Mukilteo.
- 15.5. No pet is permitted to cause hazard, nuisance, or unreasonable disturbance to any resident. The Board may require the removal of any animal which the Board in the exercise of reasonable discretion finds disturbing other Unit Owners unreasonably, and may exercise this authority for specific animals even though other animals are permitted to remain.
- 15.6. Pets are prohibited from all recreational areas of the building.
- 15.7. Pets will not be allowed on the Common Elements or Limited Common Elements allocated to more than one Unit unless the pet is leashed or being carried and is being walked to or from a Unit to the public street.
- 15.8. Pet owners are responsible for cleaning up any mess and cost of damage caused by their pets. All pet feces and kitty litter are to be double bagged and hand carried to the garbage area. No pet feces or kitty litter are to be flushed down the toilet.
- 15.9. Bringing pets into Front9 that are not owned by or registered to a Front9 resident is not permitted. This includes temporarily housing pets as a business.

## **16. Commercial Activities**

The Residential Units shall be used exclusively for single family residential purposes, the common social, recreational, or other reasonable uses normally incident to those purposes. Residential purposes include 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 dwelling, without regard to whether the Unit Owner or Occupant resides in the Residential Unit as a primary or secondary personal residence, on an ownership, rental, lease, or invitee basis. time-sharing of Residential Units as defined in RCW 64.36 is prohibited. No commercial activity can take place in any common elements other than those associated with the operation of the Condominium Association or as previously permitted by the Board of Directors. Any solicitation or door-to-door sales in the building is strictly prohibited, unless specifically approved in advance by the Board.

## **17. Alterations and Maintenance of Units and Limited Common Elements**

### **17.1. Pre-construction Approval of Alterations**

All structural changes, interior unit alterations/remodels and/or improvements, including but not limited to internal changes to units, changes to mechanical risers, plumbing risers, sprinkler systems, HVAC and Fire systems, changes to interior or exterior common elements, and all core drilling of exterior and bearing walls, slab and ceiling and the installation of hard surface flooring (hereinafter "changes") must be described in detail in an "Application for Interior Unit Alterations, Improvements, or Construction" (included in this booklet), accompanied by a sketch and written description of the proposed work, signed, and submitted to the Property Manager for review and approval by the Board of Directors. Complete detailed drawings and specifications shall be submitted

when building permits are required or when requested by the Board or Association. Once approved, the work shall be performed by licensed and bonded contractor. As a condition of approval, the Board may require that the contractor name the Association as an additional insured and to provide evidence thereof prior to commencement of work. Homeowners will be held liable if work proceeds without approval by the Board.

#### 17.2. Building Permits

- 17.2.1. The unit owner must obtain all required permits, and it shall be the owner's responsibility to ascertain what permits are required.
- 17.2.2. The construction documents, plans, and specifications utilized in the construction of Front9 Condominium shall be the minimum building standard for any construction work in the building. A higher standard may be required by any current governmental codes.

#### 17.3. Use of Common Elements

- 17.3.1. Common elements may be used for a construction project including staging, painting, or any other construction work with the prior approval of the Board of Directors.
- 17.3.2. Owners are responsible to see that their workers leave common elements clean at the end of each day's work.

#### 17.4. Scheduling and Coordination of Work

- 17.4.1. The owner shall submit a proposed construction schedule with beginning and end dates for all approved projects to the Board of Directors.
- 17.4.2. The Board of Directors must be consulted at any time construction will disrupt any Front9 systems or operation, including water shut-offs that will affect neighboring units.

#### 17.5. Debris Removal

- 17.5.1. All leftover construction materials and containers must be removed from the premises. They may not be disposed of in Front9 dumpsters.
- 17.5.2. A dumpster of up to a 10-yard size provided by a contractor may be permitted for major demolition projects if scheduled in advance with the Facility Manager.

#### 17.6. Working Hours

- 17.6.1. Work and any activity which generates noise is restricted to between the hours of 8:00 AM and 5:00 PM Monday through Friday, unless special arrangements have been made with the Board of Directors.
- 17.6.2. Emergency work and work activities not involving excessive noise may be done on Saturday, Sunday, and Holidays between the hours of 10:00 AM and 4:00 PM. This provision applies only to owners or their tenants with owner's written authorization, doing such work or activity themselves. No work or activity by hired tradesmen will be permitted. Minor work or activity would include hanging pictures, installing surface shelves, minor repairs and the like.

## 18. Hard Surface Flooring

#### 18.1. Definitions

- 18.1.1. "Deposit" An amount equal to One Hundred Fifty percent (150%) of the

cost of sound testing by a Board-approved Acoustic Consultant or \$1,000, whichever is more.

- 18.1.2. "FIIC" Field Impact Isolation Class.
  - 18.1.3. "Hard Surface Flooring" Any of a number of hard surface flooring materials, including but not limited to wood, tile, stone, granite, cement, or linoleum. All hard surface flooring, whether nailed, floating, or cemented to the sub-floor qualifies under this policy.
  - 18.1.4. "New Installation" New installations or replacements of hard surface flooring materials in areas outside of the entry, kitchen, or bathroom, where not originally installed by the Developer, or over areas without hard surface flooring in the residence below.
  - 18.1.5. "Plans" A combination of documents which demonstrate the type of hard surface flooring to be installed, the type of sound attenuating material to be used, a copy of the proposal from the contractor, a copy of the contractor's current license and bond, and a copy of the contractor's current insurance certificate.
  - 18.1.6. "Repair" Replacement of less than 50% of the surface area of an existing installation in the residence's entry, kitchen or bathroom.
  - 18.1.7. "Replacement" The replacement of an existing hard-surface installation in an entry, kitchen or bathroom only.
  - 18.1.8. "Underlayment" Any of a number of products such as foam, cork, and fluid coatings designed to dampen the transmission of impact noise between residences to a predetermined level.
- 18.2. Approval and Inspection
- 18.2.1. The owner(s) requesting approval shall submit plans to the Board for approval prior to commencing work on any repair, replacement, or new installation.
  - 18.2.2. Pre- and post-installation inspections shall be required for all hard surface flooring repairs, replacements, and new installations to assure that only Board-approved changes were made.
  - 18.2.3. If the requested approval is for a repair, no further action is necessary. The Board may at its discretion monitor and inspect the installation as described below.
  - 18.2.4. If the requested approval is for a replacement, the installation must use an underlayment which meets or exceeds the specification as originally installed, and which meets or exceeds the minimum FIIC ratings below.
  - 18.2.5. If the requested approval is for new installation, the installation must use an underlayment which meets or exceeds the minimum FIIC ratings below, and the owner shall comply with the following provisions:
    - 18.2.5.1. Prior to approval, the requesting owner shall post a deposit with the Association. The deposit may if necessary be used by the Association to ensure compliance following a failed installation. Upon verification from the Acoustical Consultant that the installation meets the Association's noise criterion, the deposit shall be returned to the owner.
    - 18.2.5.2. The owner shall sign an agreement which states the installation time period, the owner's agreement to facilitate the required post-installation

testing using the funds from the deposit, and the owner's acknowledgement that the Board has the authority to remove any non-compliant installation and install carpets and pads and assess the owner for any additional costs and legal fees to accomplish this objective.

#### 18.3. Noise Compliance

- 18.3.1. Replacement of hard flooring installations shall demonstrate compliance with an FIIC Rating of 50. New hard flooring installations shall demonstrate compliance with an FIIC Rating of 55. To account for test anomalies, the Board may grant a waiver for up to 3 dB difference between the measured levels and the criterion.
- 18.3.2. Following hard surface flooring replacement and new installation, the Owner shall engage an Acoustic Consultant to conduct acoustic tests to verify that the installation is compliant with the established criteria. The Owner shall pay all Acoustical Consultant fees.
- 18.3.3. The Owner shall submit a copy of the Acoustical Consultant's test results to the Board. If the hard surface flooring installation fails to meet the minimum FIIC rating, the owner shall be responsible to correct the installation deficiencies and retest at their expense.
- 18.3.4. The Board may act to assure compliance after the installation time period is exceeded. The owner may request extensions if good faith efforts to complete a compliant floor installation are in evidence.

## 19. Contractors

- 19.1. Contractor business hours are 9:00 AM to 5:30 PM Monday through Friday with the exceptions of contractors providing emergency repairs. Owners will be assessed a \$100 fine for the first violation and a \$350 fine for each additional occurrence thereafter.
- 19.2. Contractor must be licensed, bonded, and insured in Washington State. Unit Owner will assume all responsibility if common areas or another unit is damaged by an unlicensed contractor that is hired by the Owner or Resident.
- 19.3. Contractor must clean up common area work areas each day and may not use the community garbage or recycling dumpsters. Owners will be fined \$100 per occurrence plus \$45 per hour for cleanup, plus dump costs.
- 19.4. Contractors may park in the unit owner's spot or in Visitor parking. Load and unload are permitted in aiseways. Vehicles left unattended in aiseways for more than five minutes will be towed. Vehicles parked in another unit's spot can be impounded by a Board Member or Parking Committee Member.
- 19.5. Certain projects require Board approval prior to starting, especially when common elements are going to be exposed or worked on. Homeowner should submit plans with a brief description of work to be performed. If approved, the Board reserves the right to inspect common elements before they are closed up with new building materials and at job completion. Failure to submit plans, obtain required Board pre-approval, or comply with inspection will result in a fine of \$100 to \$2500 depending on the severity of the infraction.

## 20. Real Estate

- 20.1. Sale of Units. The Front9 Board of Directors is aware that marketing of property requires ease of access and cooperation of seller, real estate agent, and Property Manager. With that in mind, Front9 Board of Directors has established the following guidelines.
  - 20.1.1. The Seller is responsible to notify the Property Manager and Facility Manager that the unit is for sale, to provide the listing agent with a building entrance key, and to make arrangements with the listing agent for access to the unit and to the front door.
  - 20.1.2. Agent will have showing access to common areas as well as the unit.
  - 20.1.3. Notify the Facility Manager of date and time of Agent's open house. A licensed agent must escort individuals (not agents) attending an open house. No signage of any kind may be displayed in front of, across the street from, or around Front9, except with the express written permission of the Board of Directors. Agents wishing to attract potential buyers to the building may not do so by the placement of signage outside the building prior to or during an open house.
  - 20.1.4. Key boxes are not allowed on the exterior of the building.

## **21. Rentals**

- 21.1. All leases and rental agreements must be in writing and by their terms shall provide that the terms of the lease are subject in all respects to the provisions of the Declaration, Bylaws, and all Rules and Regulations thereunder.
- 21.2. The Board must be provided a copy of the lease or rental agreement prior to move-in with the name(s), phone numbers, and information regarding the tenant(s) and/or his/her automobile(s) to be parked in the garage prior to the move-in.
- 21.3. All tenants will agree, by signing the requisite rental/lease agreement, to comply with the provisions of the Declaration, Bylaws, and Rules and Regulations of the Association.
- 21.4. Any failure of a tenant to comply with the terms of the Declaration, Bylaws, or Rules and Regulations of the Association shall be an event of default under the lease or rental agreement.
- 21.5. The owner of the unit will be held responsible for any damage to common areas or limited common areas caused by the tenant, whether or not the tenant was in violation of the rental agreement or any rules or regulations. Rental of an apartment does not constitute a waiver or relinquishment of the owner's responsibilities as specified in the Declaration and the Bylaws.
- 21.6. A non-refundable fee will be paid to the Association each time a new resident moves into a unit. This fee is an assessment against the unit.

**ASSESSMENT COLLECTION POLICY**  
**FOR**  
**FRONT9 CONDOMINIUM ASSOCIATION**

This Policy is effective August 5, 2019, and replaces any Assessment Collection Policy adopted previously by FRONT9 CONDOMINIUM ASSOCIATION.

This Association is responsible for the operation and maintenance of the property. In order to carry out this responsibility the Association assesses each owner for that owner's percentage common expense liability as required by the governing documents and the laws of the State of Washington.

The common expenses are based on the Association's projection of the expenses necessary to conduct its activities as set forth in the budget adopted by the Association. It is necessary to ensure that all owners pay their assessments promptly so that sufficient funds are available to fulfill the Association's obligations to all its members.

Failure of any owner to promptly pay assessments results in additional burdens on all owners. It is, therefore, this Association's policy to take such steps as are necessary to ensure compliance by owners with their obligation to promptly pay assessments levied by the Association.

## **1. Assessments.**

Assessments are based on the budget adopted by the Association, and are due in accordance with the payment schedule adopted by the Board. Assessments include all sums chargeable by the Association against a Unit including, without limitation, regular and special assessments for Common Expenses, charges and fines levied by the Association, interest and late charges on any delinquent account, and costs of collection, including reasonable attorneys' fees incurred by the Association in connection with the collection of a delinquent Owner's account. Accounts are delinquent if payment in full is not received by the fifteenth of the month in which the payment is due.

## **2. Late Fees.**

Late Fees deter owner delinquencies and reimburse the Association for some of the additional administrative time and costs associated with late payments. The Association may assess Late Fees against owners who do not pay their assessments in a timely manner. Late Fees are a minimum \$30.00 and are assessed each month where an account is delinquent.

## **3. Administrative Fees.**

Administrative Fees are in addition to Late Fees and include specific administrative or service fees and costs such as the preparation and mailing costs of a delinquency notice, a bank charge for a dishonored check, an account monitoring fee, and a credit card processing fee. Should the Association incur Administrative Fees associated with an owner's account it

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may assess that owner those Administrative Fees.

#### **4. Interest.**

As provided in the governing documents, assessments not paid by the fifteenth of the month accrue interest from the first of the month at the greater of 12% per annum or the highest rate permitted by State law.

#### **5. Attorneys Fees and Costs.**

As provided in the governing documents, should the Association be required to use the services of legal counsel and should the Association incur costs in the collection of delinquent assessments, the delinquent owner shall be responsible for all attorney's fees and costs incurred.

#### **6. Application of Payment.**

Payments made by a delinquent Owner toward a delinquent debt are applied as follows: first to interest accrued; then to late fees; then to administrative fees; then to any other costs and reasonable attorneys fees incurred in collection; then to fines; and lastly to specific assessments and budgeted special and periodic assessments. The Association may change the order in which payments are applied if it determines that such a change is in the Association's interest. This policy regarding Application of Payment does not require the Association to change how it applies payments in its standard bookkeeping practice.

#### **7. Restrictive Endorsements.**

Notwithstanding any restrictive endorsement, designation or instruction placed on or accompanying a payment, the payment shall be applied as indicated above.

#### **8. Owner's Responsibility.**

Each owner has the responsibility to pay the owner's share of the common expenses to the Association so that the payment arrives on or before the date the payment is due.

#### **9. Collection Steps.**

The following steps are those the Association will typically take in collecting an unexcused delinquency. The Association is neither required to take these specific steps nor must it adhere to these specific time frames. The Association may evaluate each delinquency on a case-by-case basis and determine which steps and what timing it believes will best achieve the payment of delinquent assessments:

Day 16 - Late fee assessed and statement to Owner.

Day 45 - Letter to Owner requesting prompt payment.

Day 75 - Matter Referred to Association's legal counsel.

Day 85 - Claim of Lien prepared and recorded; demand letter from legal counsel to

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owner.

In the event of continued non-payment after affording the Owner an opportunity to respond to the demand letter, legal counsel may commence suit, begin foreclosure proceedings against the Owner and the Unit, and take such other action permitted by the governing documents and the laws of the State of Washington.

It is the intention of the Association to follow the above procedure and owners are strongly encouraged to make payments promptly to avoid additional costs and legal action.

Once referred to legal counsel, all contacts regarding a delinquent account with a delinquent owner shall be handled through the Association's attorney. The attorney shall have authority to settle the collection of the account directly with an owner after it has been turned over to the Association's attorney.

The Association reserves the right to vary from the policy adopted above where particular circumstances warrant such deviation in the reasonable business judgment of the Association or its legal counsel.

## **10. Protection of Board Members.**

Persons exercising authority of the Board or a Committee are not liable for action or inaction done in good faith. Association action under this Policy shall not create any liability of the Board, Association, or Committee, or any employee or member of the Board, Association, or the Committee.

## **11. Lien and Homestead Protection.**

The Association has a lien against each Unit to secure payment of delinquent assessments. Nonpayment of the Association's assessment may result in foreclosure of the Association's lien, and homestead protection under RCW 6.13.080 is not available for debts secured by the Association's lien.