

# *Country Club Estates Condominium Homes*



## **Rules and Regulations** June 30, 2011

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Following are the Rules and Regulations including complaint and enforcement procedures for Country Club Estates Condominium Homes, hereinafter referred to as "Association", adopted by the Board of Directors pursuant to the authority granted to the Board in Section 12.4.1 of the Declarations of Country Club Estates Condominium Homes. These Rules and Regulations are effective August 10, 2011 and replace the previous Rules and Regulations dated September 20, 2009.

The Rules and Regulations are not meant to limit conduct, but rather to protect the common interest of the property, to provide an avenue of relief for issues, and to serve as guidelines for effective operation of each building and the common property.

These rules are designed to ensure that each member of the Association achieves the maximum enjoyment and security of their homes. Each member of the Association must abide by the standards of the community and comply strictly with the Declaration, Bylaws and these Rules and Regulations, which are known collectively as the communities' Governing Documents. All Owners, residents, tenants, guests, and pets are subject to these Rules and Regulations. The Owner shall be held responsible by the Association for any actions resulting in violations of these Rules and Regulations.

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

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### **COMMON ELEMENTS/LIMITED COMMON ELEMENTS (Common/Limited Common Areas)**

Common Elements are defined in the Country Club Estates Condominium Homes Declaration as, "all portions of the Condominium other than Units, including the Limited Common Elements." Please refer to the Country Club Estates Condominium Homes Declaration, Article 6, for additional legal definition and description of the Common Elements. Please refer to the Country Club Estates Condominium Homes Declaration, Article 7, for additional legal definition and description of the Limited Common Elements.

1. The Board has sole authority to preserve the uniform appearance of the exterior of buildings, common areas, and limited common areas.
2. All information from owners related to repairs needed in the common areas/limited common areas must be reported to the Management Company as soon as possible.
3. Each resident shall cooperate to the fullest extent to keep the premises neat, clean, and uncluttered to avoid excessive maintenance costs.
4. Nothing shall be altered, constructed in or removed from any Common Element without prior written consent of the Board.
5. All posted rules, notices, and speed limits are made part of these Rules and Regulations and are incorporated herein by reference.
6. 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 shall be deemed a breach of these Rules and Regulations and the Owner shall be fined accordingly or such other appropriate actions shall be taken.
7. The Board of Directors may take any legal action appropriate to remedy or penalize a violation of these Rules and Regulations, the Bylaws, or the Declaration.
8. Owners shall be financially responsible for all damages caused by their tenants, guests, pets, invitees and/or licensees, and for any fines imposed as the result of conduct on the part of tenants, guests, pets, invitees and/or licensees. All fines or other damages are defined as Assessments in the condominium Declaration, and are collectible as such under the Declaration.
9. 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).
10. No persons shall be allowed to use the landscaped and improved Common Elements/limited Common Elements or any area of the property for recreational purposes. This includes the rockeries, parking lots and stalls, driveway entrances, and the like. Only Common Elements specifically created for recreational purposes (such as the playground, weight room or spa) may be used for the recreational purpose for which it was created.
11. Residents shall not damage any of the landscaping on the property.
12. No illegal or flammable materials may be stored in any Unit or any parking space or storage area.
13. No one shall access Association roofs without prior written consent of the Board. Only properly licensed, bonded and insured contractors (as determined at the Board's sole discretion) and emergency personnel, will be authorized to access the roofs located within Country Club Estates.
14. No one shall access/enter the Association's maintenance rooms, garage, or storage rooms without prior written consent of the Board.

## **NOISE**

1. No Owner shall permit anything to be done or kept in the Owner's unit, Limited Common Elements, or Common Elements which would interfere with the right of quiet enjoyment of the other residents of Country Club Estates Condominium Homes.
2. No noxious, offensive activity, or excessively loud, or illegal activity shall be permitted in any unit, Limited Common Element, or Common Element, nor shall anything be done therein that may be or become an annoyance, disturbance, or nuisance to other Owners or residents.
3. Noise restriction or quiet hours of the property shall be between 10:00 p.m. and 7:00 a.m. Monday through Friday and 10:00 p.m. to 8:00 a.m. Saturday and Sunday, in accordance with

the City of Mill Creek's noise regulations (Chapter 9.14 et seq.). Noise shall be severely limited during these hours.

## **SAFETY AND SECURITY**

1. All residents are required to provide the Management Company with their current phone number(s), vehicle information (make, model, year, license plate number) and e-mail address (if any). It is recommended the Management Company be given daytime phone numbers, so residents can be reached in case of emergency. Changes in residency must be reported immediately to the Management Company.
2. When planning to be gone for an extended period of time, residents must designate an emergency contact person who is able to obtain access to the unit in the Owners absence and provide contact information for that person to a Board member or the Management Company.
3. In case of an emergency, the Board has the right to authorize entry into a unit to repair an immediate problem.
4. No loitering or soliciting is allowed on the property.
5. Board approval is required prior to installation of burglar alarms.
6. It is the Owner's responsibility to ensure that smoke detectors within the Owner's unit are operable. The Owner shall not do anything that prohibits the proper functioning of the smoke detectors. If the smoked detectors have battery backup power, it is the Owner's responsibility to replace batteries.
7. The maintenance of lock hardware on the unit entrance door and the terrace door is the responsibility of the Owner.
8. Any damage and/or loss due to breach of security (e.g., leaving exterior doors open/unattended, or letting unknown persons into security buildings) will be the sole responsibility and liability of the Owner.
9. Do not leave any outside access or storage door propped open and unattended. Be sure any outside access door closes securely after you have passed through it.
10. Residents should question suspicious appearing persons or activities. Their presence should be brought to the attention of either a Board member, the Management Company, or if more immediate and appropriate, to the police by dialing 911.

## **SIGNS**

1. No signage of any kind may be displayed on the property, except with the express written permission from the Board of Directors. This includes, but is not limited to: real estate, for sale & rental signs.

## **MOVING DAY**

1. Move-in/move-out fee is required. The Owner shall pay, upon move-in, a move-in fee of \$165.00 and a move-out fee of an additional \$165.00 for the Owner or any occupant of the Unit.
2. Owners/Residents shall notify the Management Company 10 days in advance of any move-in/move-out.
3. Owners/Residents moving in or out of the 'F' and 'G' buildings shall notify Management Company 10 days in advance to coordinate the hanging of elevator protection pads.

## **UNITS**

The units in the condominium are intended for and restricted to residential use per Section 9.1 of the Declaration. A home office is allowed under limited circumstances such as, not involving use by nonresident employees or regular visits by customers or clients.

### **USE OF UNIT**

1. Only toilet paper shall be flushed down toilets. Items such as: kitty litter, feminine products, baby wipes, cigarette butts, paper towels, cotton balls, band aids, Q-tips, hair, nail trimmings, gum, soap bars, dirt from plants, diapers, aquarium gravel, etc. are prohibited.
2. Residents shall use only liquid laundry detergents and liquid dishwashing soap.
3. Waterbeds are prohibited.

### **UNIT MODIFICATION**

1. The Homeowners Association and the Board will be indemnified against any and all claims for damages arising as a result of unit modifications.
2. The Board of Director's approval is required for any modification of a unit. 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 areas.
3. A written request, containing a detailed description of work to be completed, name and phone number of the contractor/designer and/or sub-contractor and an emergency phone number must be submitted to the Board of Directors via Country Club Estates Condominium Homes Management Company for approval a minimum of 30 days prior to the planned start of modification.
4. Residents shall not make any changes in a unit which affect the structural integrity, building systems or sound transmission characteristics of the building.
5. The Board may direct the removal of such unapproved alterations and restoration to original configuration at the Owner's expense.
6. Owners are liable for any and all damage to the property or debris left in any of the common areas.
7. Disposal of any and all materials related to the work via trash chutes, dumpsters, or recycle bins is prohibited. These materials must be disposed of off-site.
8. Water shut off to any unit other than your own requires a 5-day notice to the Management Company (scope of work must be included with notice). Water work must be completed within 2 hours unless additional time is approved by the Board.
9. All construction and renovation shall occur outside of the properties quiet hours.
10. Fireplaces are intended/designed for ambient fires only and are not to be modified. They are not intended to be used as an alternative heat source to the unit. Fireplaces and flues are Limited Common Areas, not part of the unit.

### **WINDOWS**

1. Replacement of damaged or broken glass will be performed by the Association, as a common expense unless caused by a resident, in which event the cost will be an Assessment to the unit Owner.
2. All portions of curtains, blinds, or draperies visible from the outside of the units shall be white or off-white in color.
3. All window treatments shall be in good repair.
4. Window fans or air conditioning units are prohibited.
5. No signs shall be placed in windows for public view.

## **DOORS**

1. All exterior doors are to remain as originally installed.
2. All exterior doors and thresholds are the responsibility of the Association to maintain. The Owners are responsible for the hardware.

## **DECKS/PATIOS**

1. Decks/patios shall not be modified without prior approval from the Board.
2. Repair of any damage to decks caused by an Owner's failure to comply with maintenance instructions shall be paid by the Owner.
3. Nothing shall be thrown or shaken from decks/patios.
4. Nothing shall be allowed to hang from the railings of the decks/patios.
5. There shall be no nails, screws, staples, etc. penetrating the exterior of the building.
6. There shall be no decorative hanging material from the exterior structure of the building.
7. Drains on decks/patios and lower entries should be cleared of dirt and debris at all times to prevent flooding and water damage.
8. Decks/patios must be kept clean of debris.
9. Decks/patios shall not be carpeted.
10. Decks/patios shall not be used as storage areas.
11. Only propane, natural gas or electric barbecues are permitted (no charcoal). Barbecues shall not be left unattended while in use and shall be stored on decks when not in use.
12. No open fires such as: charcoal barbecues, heaters, candles, outdoor fireplaces, etc., are permitted.
13. Appliances such as refrigerators/freezers, etc. shall not be permitted on decks/patios.
14. Bird seed feeders are not permitted.
15. Animals or birds shall not be fed on decks/patios or outside the units.
16. Pet food or anything edible shall not be stored on decks/patios to discourage and prevent rodent infestation.
17. Only frosted or clear white light bulbs shall be used at decks/patios.
18. Colored lights may be displayed on decks/patios and only for holiday decorations.
19. Holiday decorations shall be removed within a week after the holiday.
20. Hot tubs are not allowed.

## **STAIRWELLS**

1. No article of any kind shall be placed or stored in corridors, hallways, entries, stairways or trash chute areas.

## **PETS**

1. All pets shall be limited to domestic household animals, i.e. only dogs, cats, fish and birds.
2. No more than (2) pets are allowed per unit.
3. All pets must be licensed per Snohomish County and the City of Mill Creek regulations and be registered with Country Club Estates Condominium Homes Management Company.
4. All pets shall live indoors with their Owners. Pets are not allowed to roam free.
5. Pets shall not be allowed in any common area unless on a leash.
6. Common areas are not for exercising animals.
7. All pets are required to be walked off the property. Pet Owners shall not allow pet waste in any Common Element or limited Common Element. No pets shall be allowed in any of the landscaped areas, or on any improved Common Elements (in front of buildings) regardless of

whether they are on a leash or being held. All pet Owners are responsible for damage caused by their pets.

8. Residents are responsible for immediate cleanup of pet feces. Pet feces must be securely bagged in a plastic bag and deposited in a proper trash receptacle. After notification, a fine of \$100 will be assessed to Owners who fail to clean up after their pets.
9. No pet shall be allowed to create a disturbance or to present a danger to other residents. This shall include pets of guests.
10. The Board may at any time require the removal of any animal, or cause such animal to be removed at the expense of the Owner of the animal, including reasonable attorney's fees, when, in the Board's determination, the animal is disturbing other residents unreasonably. The Board will maintain the sole 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. No household pets shall be kept which shall interfere with the reasonable use and enjoyment of the Common Elements or limited Common Element.
11. The Board may require that any animal that is a continuing disturbance be banned from the property.
12. Pets shall not be kept or maintained for commercial purposes.

## **RENTAL OF UNITS**

1. A tenant is defined as anyone other than the registered, legal Owner of the condominium.
2. Prior to entering into a lease with any tenant, the Owner is required to perform a professional criminal background check/screening on all adults (18 or over) residing in the unit, at the Owner's or tenant's expense.
3. Each Owner shall provide a copy of the Declaration, the Bylaws, and these Rules and Regulations to each occupant of its Unit. Owners are responsible at all times for the conduct of their tenants, occupants, guests, contractors, invitees and licensees and in assuring their compliance with the Declaration, the Association's Bylaws and these Rules and Regulations.
4. All tenants must sign a rental/lease agreement under which they agree to comply with the provisions of the Declaration, Bylaws, and Rules and Regulations of the Association.
5. All rental/lease agreements must be provided to the Management Company by Owners two weeks prior to the tenant's move in date.
6. Any failure of a tenant to comply with the terms of the Declaration, Bylaws, and Rules and Regulations of the Association shall be an event of default under the lease or rental agreement. In the case of such a default, the Board may require the Owner to evict the tenant.
7. The Owner is 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 a unit does not constitute a waiver or relinquishment of the Owner's responsibilities as specified in the Declaration, Bylaws and Rules and Regulations.
8. If tenant breaks any rules of the Association or damages the common areas or limited common areas, the Board can fine the Owner and/or require the Owner to evict the tenant, after one warning, and reimburse the Association for any damages and/or costs sustained.
9. Any attorney's fees incurred by the Association in the enforcement of the rules or Declaration against any tenant, whether or not a lawsuit or other action is initiated shall be an Assessment against the unit and collectible as such.

## **PARKING/GARAGE AREAS**

1. All resident vehicles on the property must be registered through Country Club Estates Condominium Homes' Management Company and must display a Country Club Estates parking permit.
2. Unassigned parking spaces are intended for short-term use (72 hours) only. If an Owner anticipates the need to use an unassigned parking space for longer than that, the Management Company must be notified in advance. Violators will pay for any towing expenses.
3. Parking is allowed in designated parking spaces only. Each unit is assigned one parking space. Park in your assigned space. Any one parked in an assigned spot that is not theirs, will be towed immediately at the violator's expense.
4. One guest parking space per walk-up building (A, B, C, D, & E) is designated by marker on pavement. Resident use of these spaces is prohibited.
5. Residents are responsible for informing their guests of all parking rules.
6. Garages and covered parking not in use by Owners may be rented or leased only to other residents in the condominium complex.
7. For the safety and wellbeing of residents and guests, the speed limit shall be 5 miles per hour, within Country Club Estates Condominium Homes, vehicles should be prepared to yield the right-of-way at the intersection and entry. All drivers and pedestrians should use reasonable caution.
8. Common Elements including, roadways, sidewalks, stairways, hallways and garages may not be used for recreational purposes. No skateboards, wheelies, scooters, rollerblades, bikes, etc. are allowed.
9. Vehicles blocking driveways, garages, elevators, walkways, fire lanes or improperly parked, shall be subject to towing at Owners' expense and without warning.
10. The Board reserves the right to have any vehicle removed immediately that creates a hazard to personal safety.
11. Only currently licensed, operable motor vehicles may park on the property.
12. Inoperable, unmaintained, damaged, neglected, or rusted vehicles are prohibited and shall be subject to towing at Owners' expense and without warning.
13. Back-in parking blocking sidewalks is prohibited.
14. Unassigned parking spaces shall only be used by residents, guests, and commercial vehicles with legitimate business in the complex.
15. Storing vehicles in unassigned parking spaces is prohibited.
16. Vehicles with logos, advertising, or wording other than those of the car manufacturer shall not be parked on the property.
17. Vehicles, commercially licensed or not, bearing visible work-related equipment and/or apparatus for attachment of work-related equipment shall not be parked on the property.
18. Vehicles loaded with trees, trash, or debris shall not remain parked or stored on the property.
19. Tarps over vehicles are prohibited. (This does not include car covers designed specifically for that purpose).
20. Recreational Vehicles: parking and/or storage of boats, trailers, camper tops, etc. in any area of the property is prohibited.
21. Vehicle repairs/maintenance are prohibited on the property (this includes motor and recreational vehicles).
22. Residents whose vehicles drop fluids (oil, antifreeze, gasoline, etc.) shall be required to repair the vehicle, to prevent damage to the parking areas. The vehicle Owner will be responsible for repairs/cleanup of the parking areas.
23. No vehicle shall be allowed to idle with the engine running.

24. The Board reserves the right to address any other parking problems on a case by case basis.
25. The Board reserves the right to tow vehicles, at the residents risk and expense without notice, and/or fine any residents that are in violation of the above rules.

### **GARBAGE AND RECYCLING**

1. Only **household waste** may be disposed of in Country Club Estates Condominium Homes trash receptacles. Other waste must be disposed of off-site.
2. Residents shall be responsible for proper recycling in accordance with Snohomish County regulations. Any fine resulting from recyclable items found in the communities garbage by garbage inspectors shall be reimbursed by the Owner to Country Club Estates Condominium Homes.
3. Residents are required to recycle.
4. No waste items shall be left outside of trash receptacles or trash chutes. Residents are responsible to place trash in trash receptacles. If trash or recycle receptacles are full use an alternate trash or recycle area on the property.
5. All trash bags must be securely fastened.
6. Littering is prohibited.
7. **All boxes must be broken down and placed in the proper container.**
8. No hazardous or flammable materials may be disposed of onsite.

### **AMENITIES**

All guests must be accompanied by a resident while utilizing Country Club Estates Condominium Homes amenities.

Clubhouse, Workout Facility, Pools, Pool enclosure area, Hot Tub, Racquetball Court, Sauna, Playground, and Dressing Rooms will be open from 7:00 a.m. to 10:00 p.m. Monday through Friday and 8:00 a.m. to 10:00 p.m. Saturday and Sunday, in accordance with the City of Mill Creek's noise regulations (Chapter 9.14 et seq.).

### **CLUBHOUSE**

1. Adult supervision is required.
2. Rental reservations are required, contact the Property Management Company for availability.
3. Rental reservations may be made by Owners only.
4. Non-refundable \$25 rental fee required for rental.
5. Refundable \$50 cleaning deposit required for rental.
6. Clubhouse must be returned to its original state after rental.
7. Owner renting the clubhouse is responsible for all damages caused during rental period.

### **SWIMMING POOLS (both large pool and wader pool)**

1. Adult supervision is required in pool area and for use.
2. Persons failing to follow rules are subject to immediate removal from the pool premises.
3. All residents must comply with the Washington State Health Department rules at all times.
4. No lifeguard on duty in the pool area; swim at your own risk.
5. Residents are given priority to the use of the pools over guests.
6. No more than 4 guests per unit at any one time. Any exceptions must be authorized in writing in advance by the Board of Directors.
7. Entrance/exit to the pool area shall be by key **only** through locked gates. (Keys may be purchased through the Management Company for \$50 each).



8. Reaching/jumping over the gate is prohibited.
9. Pool gates shall be closed and latched at all times.
10. Emergency phone will auto dial 911. Inappropriate use of this phone is prohibited.
11. Use of the pool, or pool enclosure area, when under the influence of alcohol or drugs is prohibited.
12. Everyone must take a cleansing shower before using the pools.
13. Diving into pools is prohibited.
14. Jumping into pools is prohibited.
15. Horseplay such as running, pushing, and shoving in or around pool area is prohibited.
16. Yelling or screaming in or around pool area is prohibited.
17. Smoking and/or the consumption of alcohol in the pool or pool enclosure area is prohibited.
18. Glass containers in or around pool area are prohibited.
19. Food or drink in the pool water is prohibited.
20. Animals in or around pool area are prohibited.
21. Each resident is responsible to remove all items brought to the pool area, including trash and personal belongings. Items left in the pool enclosure may be disposed of. Large obstructive pool toys, Styrofoam, sponge and like type toys, and large air mattresses are prohibited.
22. Diapers are prohibited in the pool. Bathers are required to wear pool appropriate diaper-wear (i.e. Lil' Swimmers etc.) and need to have tight fitting protective clothing.
23. Diapers and pool appropriate diaper-wear must be changed in the restrooms.
24. 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.
25. Bathers with seizure, heart, or circulatory problems are advised to swim with a buddy.

## **PLAYGROUND**

- 1. Adult supervision is required for use.**
2. Use of playground equipment is at your own risk.
3. Do not use equipment improperly.
4. Playground is reserved for residents and their guests only.
5. Playing or climbing on fence is prohibited.
6. Pushing and shoving are prohibited.
7. Yelling or screaming is prohibited.
8. Bare feet are prohibited, wear proper footwear.
9. No jumping off sliding board.
10. Food and beverage are prohibited.
11. Glass containers are prohibited.
12. Animals are prohibited.

## **RACQUETBALL COURT**

1. Adult supervision is required for use.
2. Pushing and shoving are prohibited.
3. Yelling or screaming is prohibited.
4. Only non-marking shoes allowed.
5. Bare feet are prohibited, wear proper footwear.
6. Animals are prohibited.
7. Food and beverages, except water, are prohibited.
8. Glass containers are prohibited.
9. Safety glasses are required while on the racquetball court.

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### **DRY SAUNAS**

1. Adult supervision is required for use.
2. Coed use is prohibited.
3. No food or drink, only water allowed in sauna.
4. Turn off sauna after use.
5. Animals are prohibited.

### **WORKOUT FACILITY**

1. Adult supervision is required for use.
2. Shouting or screaming is prohibited.
3. Workout equipment shall be cleaned after each use.
4. Stereo's and CD players are permitted only with the use of headphones.
5. Food and beverages, except water, in work area is prohibited.
6. Glass containers are prohibited.
7. Animals are prohibited.

### **ACTIVITIES BY HOMEOWNERS OR TENANTS**

No noxious, offensive, illegal or hazardous activities shall be carried on in any unit or in the common areas, nor shall anything be or become an annoyance or nuisance to the other Owners or occupants. Legal action will be taken to enforce this rule, including requesting a judgment for damage and costs of enforcement also including a suit to cause eviction of tenants from rental units for failure to comply.

### **HARD SURFACE FLOORING RULES**

1. An Owner may not change the flooring from carpeting to hard surface flooring in a portion of the Unit that is over another Unit without the prior written approval of the Board and the Owner of the Unit below, which approval may not be unreasonably withheld. Prior to any changes and/or repairs in the flooring of one's unit, the Owner is required to contact the Board to determine if the Declaration Provision above is affected.
2. If there is a change from carpeting to any type of flooring with a hard surface ("Hard Surface Flooring") and/or repair of any Hard Surface Flooring the Owner shall first obtain the written approval of the Owner of the Unit below.
3. A written request, containing a detailed description of the work to be completed, name and phone number of the contractor/designer and/or sub-contractor and an emergency phone number must be submitted to the Board of Directors via Country Club Estates Condominium Homes' Management Company for approval a minimum of 60 days prior to the planned start of the modification.
  - a. 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. The notice may further state that, while the Owner of a Unit below applicant's Unit has a right to withhold approval of the flooring installation, that approval may not be unreasonably withheld and that an Owner's refusal to cooperate in conducting any acoustical testing described in this Policy may constitute an "unreasonably withholding" approval.
  - b. The submitted paperwork shall include two (2) copies of the following:
    - 1) The completed paperwork mentioned above.

- 2) A flooring plan showing the location(s) within the Unit where flooring will be installed.
  - 3) A sample of the flooring material(s) and sound attenuation underlayment materials proposed to be used.
  - 4) Product acoustical data, if available, that demonstrates that the completed installation will satisfy the FIIC 55 or better performance standard established by Board Policy (where footfall noise is barely audible).
  - 5) 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.)
  - 6) 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 reinstall carpets and pads. The Board shall have the right to use the Performance Deposit for such purposes.
  - 7) Relevant information on the contractor that will install the material, including copies of the contractor's current license, bond and insurance certificate.
  - 8) 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.
4. Upon receiving the two copies of the required paperwork, the Board will review the same and apply this Policy to arrive at its decision to 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 the two copies of the required paperwork from the applicant.
  5. Applicant shall complete installation in strict compliance with all terms and conditions, if any, contained in the Board's written approval decision.
  6. 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 FIIC 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.)
  7. Some conditions that the Board may impose in its sole and exclusive discretion, include but are not limited to
    - a. 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.
    - b. 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.

8. 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.
9. 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.
10. Owners whose units abutt the modified unit are required to permit their units to be used to perform the required noise compliance testing.
11. Pre-installation and post-installation inspections are required for all flooring installations to assure that only Board-approved changes were made.
12. 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.
13. Any person who installs Hard Surface Flooring in place of carpeting and/or repairs, modifies, or alters any Hard Surface Flooring, without obtaining Board approval through the process set forth in these Rules, or other Board Policy, or 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. The value of the suit will cover all costs, including legal costs, required to remove any non-compliant installation and install carpets and pads.

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, and/or 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 these rules against a Unit Owner shall be borne by the Unit Owner, as provided for by the Declaration.

#### **AUTHORITY**

The Board of Directors is authorized and empowered to investigate, hear and determine complaints concerning violations by any condo 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.

#### **INFORMAL DISPUTE RESOLUTION PREFERRED**

It is the intent of the Association that an informal process be followed prior to the initiation of a formal complaint against and Owner, tenant or other occupant of a condo. To that end, any Owner, tenant, occupant or employee or agent of the Association has the authority to request that an Owner, tenant or occupant of any condo cease or correct any act or perform any omission which appears to be in violation of the Governing Documents or of any decision of the Board made as provided in the Governing Documents. The informal request must be made in writing, prior to initiation of the formal complaint process.

### **WRITTEN COMPLAINT**

If the dispute or violation cannot be resolved informally then a complaint may be filed by a condo Owner, tenant or occupant, including a member of the Board, or may be filed by an employee or agent of the Association (referred to as the "complainant"). The complaint shall be signed by the complainant and shall contain a written statement of the problem necessitating the complaint setting out in simple and concise language the acts or omissions with which the alleged violator (referred to as the "respondent") is charged. The complaint shall identify the specific provisions of the Governing Documents or decision of the Board which the respondent is alleged to have violated. The written complaint shall state as many of the specifics as are available regarding time, date, location, nature of violation, persons involved, etc. The complaint shall also state the efforts which were made to resolve the matter informally.

### **RESPONSE TO COMPLAINT BY BOARD**

As soon as possible but no later than its next scheduled meeting, the Board and/or the managing agent of the Association shall consider all pending complaints. Corrective action to resolve a violation of the Governing Documents may first be sought by a non-punitive, written Notice of Warning if the nature of the infraction so justifies in the discretion of the Board or the managing agent of the Association.

## **NOTICE OF INFRACTION AND FINE**

If the written Notice of Warning fails to correct the situation or if a written Notice of Warning would not be practical under the circumstances in the discretion of the Board or the managing agent of the Association, then a Notice of Infraction and Fine may be issued by the Board or the managing agent of the Association. A reasonable fine may be imposed in an amount not to exceed the maximum amounts set from time to time by resolution of the Board for infractions of the type in questions. The Notice of Infraction and Fine may suspend imposition of the fine on the condition that the infraction is corrected within seven (7) days, or such longer period as may be reasonably determined by the Board or managing agent of the Association, after service on or delivery of the Notice of Infraction and Fine to the respondent. Additionally, the Notice of Infraction and Fine may state that the fine imposed is a continuing fine and that such fine will be imposed in like amount for each and every day that the infraction continues, either with or without the suspension period provided above.

## **COUNTRY CLUB ESTATES FINE STRUCTURE**

1. Fines are to be assessed for any violation of the Rules and Regulations as determined at the sole and exclusive discretion of the Board (subject to any requested notice and opportunity to be heard pursuant to state law). Fines may also be imposed for any violation of the Declaration in the Board's sole and exclusive discretion. The following is the current fine schedule:

- First Violation: Written warning
- Second or ongoing Violation: Up to \$100.00 per violation, per occurrence, per day
- Third or ongoing Violation: Up to \$200.00 per violation, per occurrence, per day
- Further Violations: At the Board's discretion, but not less than \$300.00 per violation, per occurrence, per day.

(A violation includes not obtaining written Board approval prior to taking action under the Declaration or these Rules and Regulations.)

If there is a speeding violation, or other rules violation which by its nature, occurs only one time at a 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.

There are other additional fees (which are not fines but administrative charges):

- Late Fees: \$100.00 per month per any Assessment not timely paid.
  - Medeco Replacement Key Fees: \$50.00 per key
2. 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.
  3. Fines are due immediately upon assessment pending final order from the Hearing Board. 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 \$100.00 late fees 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.

## **COMPLAINT PROCESS**

The complaint process shall be undertaken substantially as follows:

If, by an Owner, these two steps are recommended but not required:

1. Make personal contact with the party to make them aware that you are being disturbed and ask them to discontinue the offensive behavior.
2. 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.

If, by a Board Member or Property Manager:

1. The Board and/or Property Manager will promptly investigate the claim (and will determine if it should proceed with or without a written complaint), 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.

## **RIGHT TO APPEAL**

Within fifteen (15) days of service on or delivery to the respondent of the notice of violation, 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 suspended 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 fifteen (15) 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.

## **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, reinstate 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.

## **HEARING PROCEDURE**

1. The hearing shall be heard pursuant to the Declaration by a Hearing Board. The Association's attorney may or may not be present at the hearing at the 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 or recusal, 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.
2. The order of proceedings shall be as follows:
  - i. Each party to the proceeding is entitled to make an opening statement.
  - ii. Each party is entitled to produce evidence, witnesses and testimony. The other parties are entitled to cross-examine any witnesses and the opposing party.
  - iii. Each party is entitled to make a closing statement.
  - iv. 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.
  - v. 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.
  - vi. Either party or the Board may cause the hearing to be transcribed at his / her or their own expense.
3. Decision and Order:
  - i. 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.
  - ii. 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 (Declaration, Rules, Bylaws, Articles of Incorporation, Board Decision or Hearing Board Decision) 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.
  - iii. 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, 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.



- iv. 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.
- v. 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.