

# **ELLINGTON, a CONDOMINIUM**

## **Rules and Regulations**

**Revised as of January 15, 2017**

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1. **STATEMENT OF PRINCIPLES**

- 1.1. 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 these Bylaws), and such rules and regulations shall be deemed a part of these Bylaws. To the extent these rules and regulations are inconsistent with the Declaration, Articles or Bylaws, the Declaration, Articles or Bylaws will govern.
- 1.2. For the purposes of this document, Resident shall be defined as an Owner, Family Member, Lessee or Co-habitant registered with the Ellington Management while presently living at The Ellington.
- 1.3. The Association will not apply its rules, or conduct its affairs in any manner, which would constitute illegal discriminatory treatment of any individual or class protected by law. We will endeavor to act fairly in all matters and in a matter fully consistent with both the letter and spirit of the law.
- 1.4. All references to "Association" or "HOA" in the following body of the Ellington Rules and Regulations refer to the "Ellington Home Owners Association".

2. **COMMERCIAL ACTIVITIES**

2.1. **Residential Units**

The Residential Units shall be used exclusively for residential purposes.

Timesharing of Residential Units, as defined in RCW 64.36, is prohibited. No unit shall be leased (rented) for less than six (6) months, except for the Guest Suite.

No Trade or Business of any kind may be conducted in or from any Residential Unit except that an Owner or Occupant residing in a Residential Unit may conduct Business activity within the Residential Unit only if:

- 2.1.1. The existence or operation of the Business activity within the Residential Unit is not apparent or detectable by sight, sound or smell from the exterior of the Residential Unit.
- 2.1.2. The Business activity conforms to all zoning requirements for the Property;
- 2.1.3. The Business activity does not involve persons making regular visits onto the Property who do not reside in the Condominium;
- 2.1.4. The Business activity does not in the sole discretion of the Board cause excessive deliveries to/or from the Residential Unit.
- 2.1.5. The Business activity does not increase the liability or casualty insurance obligation or premium of the Association; and
- 2.1.6. The Business activity does not cause an increase in the consumption of utilities or trash collection services paid for by the Association as a common expense; and
- 2.1.7. In the sole discretion of the Board, the Business activity is consistent with the residential character of the Residential Units.

2.1.8. In the sole discretion of the Board, the Business activity does not constitute a nuisance or hazardous or offensive use.

## 2.2. Commercial Units

2.2.1. Prior to engaging in any commercial activity, unit owners or tenant shall submit in writing to the Board of Directors the proposed outline of the commercial activity that they will be engaged in. The Board of Directors shall review the requests and decide if the proposed commercial activity is within the scope of Section 10.2 of the Declaration.

2.2.2. Commercial activities which violate any local zoning or use ordinances, or which violate any aspect of the Association's rules and regulations, are not permitted.

2.2.3. Excessive vehicular or pedestrian traffic from suppliers, vendors, customers, employees, or anyone else associated with a commercial enterprise shall be reason to prohibit its conduct in the building.

2.2.4. No commercial activity can take place in any common elements.

2.2.5. Any solicitation or door-to-door sales in the residential and common areas of the building is strictly prohibited, unless specifically approved in advance by the Board.

2.2.6. Commercial units shall not allow non-residents to have access to common areas.

2.2.7. The Association will not assist or cooperate with any commercial undertaking, including the use of Association mailings, the Association roster or telephone directory, Association meetings or the Association bulletin board (if any), except in the connection with a legitimate activity or responsibility of the Association.

## 3. BARBECUES

3.1. The use of barbecues is a potentially dangerous situation. All owners and their tenants, guests, invitees and licensees must observe all safety precautions at all times, when using barbecues. If an owner observes what is thought to be a safety hazard he/she should call it to the attention of the Building Manager or Concierge.

3.2. Only propane, electric or natural gas barbecues are allowed. Gas BBQs must use 5 gallon canisters. Larger canisters are prohibited. No briquettes or wood fuels are permitted for use on Ellington Condominium decks. Chip fed food smoker units are strictly prohibited.

3.3. Barbecue safety: Any time you deal with heat, flames, propane, etc., you take the risk of a fire. When barbecuing on a Unit deck, several precautions shall be observed:

- Make certain that your barbecue is well insulated from any flammable surface.
- Never leave your grill or barbecue unattended while it is in use or is still hot or on self clean.
- Keep all propane canisters out of direct sunlight and make certain the venting mechanisms work properly and the canister itself is in good shape. Do not store propane canisters indoors.
- A fire extinguisher must be at hand when barbecuing.

- 3.4. Barbecuing is permitted only on residential unit decks. No barbecuing is permitted anywhere inside the building. Barbecuing is permitted on the clubroom terrace with permission and knowledge of the front desk concierge or security personnel. (This assures that the BBQ will be left clean and the gas turned off.)

#### 4. **MOTOR VEHICLES AND PARKING**

- 4.1 When exiting or entering the garage, residents shall exercise caution. Bicycles have the right of way but must observe the same garage rules, courtesies and protocols as automobiles. Suspicious activity should be reported to the Concierge, night security, Building Manager, or if appropriate, the police.
- 4.2 When exiting the garage stop after passing through the gate and do not proceed down the alley until the gate has completely closed behind you. The objective is to guard against unauthorized persons entering the garage while the gate is up.
- 4.3 When entering the garage, proceed past the door sensors and stop until you observe that the gate is closed behind you before proceeding on to your parking space. If there is a car ahead of you entering the garage, wait until the garage gate begins to descend after the car ahead has entered, then click your garage opener. The garage door will begin to open again and that will signal the car ahead to proceed on into the garage and for you to enter.
- 4.4 THE SPEED LIMIT IN THE PARKING GARAGE IS 5 MPH, OR LESS. BE AWARE OF PEDESTRIANS AND BICYCLES THAT MAY BE PRESENT AND VEHICLES EXITING PARKING STALLS. EXERCISE EXTREME CAUTION.
- 4.5 HEADLIGHTS ARE TO BE TURNED ON AT ALL TIMES WHILE OPERATING A VEHICLE OR BICYCLE IN THE PARKING GARAGE.
- 4.6 All minor vehicle maintenance and repairs done on the premises must be accomplished within the same calendar day. Major vehicular repairs are to be done off site. Vehicles may not be left up on jacks, stands, or blocks overnight. Vehicles may not be left in a disassembled state, and parts may not remain on the ground overnight. Vehicles in violation will be impounded at the vehicle owner's expense and fines will be assessed against violators.
- 4.7 No repair activity is permitted that will damage or harm the Association's physical plant or the environment. All fluids such as coolant, oil, gasoline, etc., must be properly collected and disposed of off-site. No fluids are to contact in the parking garage surfaces or drains, including the areas of the car wash. If a vehicle has a fluid leak the owner shall provide and maintain an appropriate drip pan. Because of its extreme flammability and danger of fumes spreading and causing unpleasant odors, transfer of gasoline is forbidden. Any damage is to be properly repaired immediately, at the vehicle owner's expense. Car washing is prohibited in parking spaces.
- 4.8 Vehicles using the garage must be kept in properly tuned and in repair to avoid exhaust smoke and excessive fumes. Mufflers must be in good working order. Running vehicles shall not under any circumstances, be left unattended.
- 4.9 Each resident using an owned or rented parking stall shall notify management of the make of the vehicle, owners name, unit number, license number, and stall number. Parking space rental to non-residents is forbidden.
- 4.10 Residents must use owned or rented stalls only. Improperly parked or positioned cars will be impounded at the discretion of Management at the request of the stall owner or at the discretion the Board of Directors. There is a limit of one vehicle per stall. Exceptions will be made for

motorcycles or mopeds when the space being used does not exceed the marked length and width of the stall. Parking of any vehicle which obstructs the use of any adjacent stalls or which impedes the flow of traffic is prohibited, and can be impounded at the owner's expense.

- 4.11 Car parts, vehicle accessories, personal property, trash or miscellaneous items are not to be stored in any stalls. Such storage poses a hazard and hinders proper cleaning of the garage. All such stored items will be removed at the discretion of the board or property management at the owner's expense.
- 4.12 Construction of any storage "locker" in or adjacent to a parking space is forbidden. Kayak, canoe or other storage may be permitted by the Board, upon submission and approval of a design that complies with all fire and building codes and other requirements. Approved storage devices will be installed entirely at the owner's expense.
- 4.13 Any vehicle in violation of any rule contained in this section is subject to immediate impoundment at the discretion of Management or Board, at the vehicle owner's expense. Building Management may see fit to place a warning on a vehicle, or contact the vehicle's owner directly, but there is no assurance that any warning will be given prior to impoundment or removal of the vehicle. In addition to the cost of the impoundment levied by the tow company in accordance with applicable civil tariff, a charge may also be levied for any administrative time incurred by the Association in enforcing or attempting to enforce any rule in this section, or in effecting or attempting to effect any impoundment.
- 4.14 All vehicles are parked at the owner's risk. The Ellington HOA or Property Management is not liable for damage or loss of vehicles or personal property parked or located in the Ellington garage.
- 4.15 All vehicles must display current tags, registration or temporary trip permit.

5. **ACCESS CONTROL**

- 5.1 The Prox Card System is designed to limit access into the building to authorized persons only.
- 5.2 To prevent unauthorized persons from entering the building, residents are asked to be alert for possible problems and/or danger and notify the concierge or the police immediately.
- 5.3 See Section 11.4 of these Rules and Regulations regarding the cost of a Prox Card.
- 5.4 The Entry Access Intercom unit located at the lobby main entry will allow visitors to contact residents in their homes. Residents may provide access to the building lobby by pressing "9" on their phone when talking to their guests. All unannounced or unaccompanied Ellington guests must sign in at the front desk.
- 5.5 Small hand carried deliveries will be permitted through the lobby entrance. All large items, including but not limited to, furniture and appliances, must be delivered through the parking garage via padded elevator by arrangement of the recipient through the Ellington Concierge.
- 5.6 Owners shall notify Management at least 24-hours in advance of any scheduled repair or maintenance, which will require admitting tradesmen to the building. Trade persons will be required to sign in and out with the Concierge, and are not to be given Prox cards or fobs. The owner is responsible for the trade person's activities while they are inside the building.
- 5.7 The Concierge will not admit visitors to the *Ellington* beyond the building lobby without permission from a resident.

- 5.8 Residents who wish to allow someone into their unit while the resident is absent may leave a key, written permission and any instructions with Concierge. The Concierge will require proof of identity before relinquishing the key.
- 5.9 The Concierge and front desk staff, among other duties, may serve as a communication link for written communication from unit owners to Building Management and/or Board of Directors.
- 5.10 The Concierge and front desk staff will receive packages and deliveries for residents, such items will be signed for by the concierge or front desk staff and entered into a log and held in the secured storage area for pick up by the addressee. The addressee shall then sign the log acknowledging receipt when he picks up any such items. Certified and Registered Mail; must be signed for by the addressee.
- 5.11 The delivery of any oversized packages for which there is no common storage area available will result in an automatic Permission To Enter allowing staff to deliver the package to the resident's unit. Residents are still required to promptly pick up smaller delivered items when notified by the Concierge.

## 6. **USE OF ELEVATORS AND BUILDING ENTRANCES**

- 6.1 Use of passenger elevators is restricted to passengers and small hand carried parcels. Anything else must be transferred in an elevator with pads installed.
- 6.2 Use of the elevator for moving in or out, or transporting large items must be scheduled with Management at least 24 hours prior to use. The elevator must be padded and its use reserved in advance through building management. Reservations for move in will only be scheduled upon owners delivering all required registration documentation and/or lease and background verifications. Missing or incomplete information will result in denial of move in.
- 6.3 Exclusive use of a padded elevator for moving in or out or transporting large items must be arranged with the concierge. Move ins or move outs shall be allowed from 8:30AM until 12:30 PM and from 12:30 PM until 4:30 PM. Reservations will be for a 4 hour shift only and will be taken on a first come, first serve basis.
- 6.4 Restoration costs resulting from damage to elevators, halls, carpeting, common areas or elements etc., caused by a resident's trade persons, delivery persons or in the process of moving (in or out) shall be the financial responsibility of said resident. See Move In/Move Out rules and regulations.
- 6.5 Ellington Condominium Owners Association is not responsible for any damage or injuries to persons that may result from items being stored or left in these locations.
- 6.6 Trade persons are to use a padded elevator if they are transporting construction equipment that requires bracing or leaning against the elevator walls or panels.
- 6.7 Contractors may only use the elevators between the hours of 8:00 A.M. and 5:00 P.M.
- 6.8 Transporting of bicycles is through the garage entrance only. (See also Section 13.5 for rules and regulations regarding storage of bicycles.) Other than luggage carts, wheeled equipment is not to be brought through the lobby unless due to disability.
- 6.9 Cleaning people and equipped service people will come and go from the Ellington through the breezeway door only.

7. **INSURANCE COVERAGE**

- 7.1 All owners are urged to consult their own qualified insurance advisor in order to determine the amount and types of homeowner's insurance coverage they should maintain. All of the information contained herein is intended to assist you in such an evaluation. This is not a substitute for qualified professional counsel and it does not constitute a professional recommendation.
- 7.2 Owners are entitled to receive a copy of the coverage summary provided by the HOA's insurance in accordance with RCW 64.34. The Association's coverage is subject to a deductible. It may be your obligation to pay this deductible. You are advised to consider purchasing your own insurance to cover this deductible amount. The HOA's property insurance will not apply to the personal property of any owner, resident, guest, licensee, or invitee. Generally, the Association's coverage will apply to the unit as originally constructed. This means the walls, carpets, appliances and window coverings will be insured, subject to the deductible, to their original quality and design. Any additions or upgrades will not be covered and owners must obtain separate coverage for these.
- 7.3 Although, the HOA provided insurance may provide coverage for certain items, it may still be the unit owner's responsibility to pay the deductible on any loss. See Section 9 of these Rules and Regulations (Interior Alterations and Maintenance of Units and Limited Common Elements) to further examine the responsibilities of a unit owner regarding the cost of repairs.
- 7.4 Each owner is urged to consider carrying liability, personal property, loss of rents, additional living expense and loss assessments coverage, in addition to any other coverage recommended by their insurance advisor.
- 7.5 All losses which may be covered under the Association's policy must be reported to the Management agent as soon as possible, and confirmed in writing within 48-hours or as soon as possible thereafter. No claims may be made directly to the insurance company or agent.
- 7.6 The HOA acts as trustee for all claims paid. Proceeds are never paid directly to owners. The Association will arrange to have the repairs made using the insurance proceeds, or pay the owner's contractor directly, less any deductibles. In cases where the owner has already advanced funds to a contractor, and these funds are reimbursed by insurance, the Association may reimburse the owner out of insurance proceeds, to the extent allowed by the amount paid by the owner and the applicable deductible.

8. **EXTERIOR APPEARANCE**

- 8.1 In order to preserve a uniform appearance, all portions of units visible from the Ellington exterior, including but not limited to exterior paint, screens, doors, railings, deck walls and mini-blinds, etc., must preserve the designated and existing style and color scheme of the Ellington.
- 8.2 All decks and entryways are to be kept in a clean and neat condition at all times. The Board in its sole discretion reserves the right to require the removal of any item deemed to be unsightly or offensive. Decks or terraces are not to be used for storage purposes.
- 8.3 The watering of plants, sweeping, or cleaning of balconies shall be done in a manner which will not be a nuisance or hazard to persons residing in lower or adjacent units.
- 8.4 For both safety and cleanliness, the exteriors of the windows should be washed by a professional window washer, however, if accessible windows are washed by a resident, no amount of water or cleaning solution shall be allowed to drip on units, balconies, decks or terraces below.



- 8.5 Nothing, including but not limited to cigarette butts or burnt matches, shall be swept, thrown, dropped, or shaken from doors, windows or decks.
- 8.6 Plants or any paraphernalia shall not be hung from ceilings, walls or deck railings. All plant containers must have drip pans underneath.
- 8.7 Deck surfaces shall not be modified or covered. Nothing shall be attached to the deck walls, ceilings or railings.
- 8.8 No sign of any kind shall be displayed or visible 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 Declaration.
- 8.9 In order to maintain architectural uniformity, no modification of any Common Element, Limited Common Element Allocated to All Residential Units or Limited Common Elements Allocated to Particular Residential Units is permitted, except as permitted by the Declaration.
- 8.10 No resident may alter or construct anything in a common or limited common area. The installation of satellites, antennae, air-conditioning units etc. on the exterior of a building, on a deck, or protruding through the walls or roof of a building, is expressly forbidden.
- 8.11 Curtains, blinds, shutters or draperies or any other window covering visible from the exterior of the building must be white, off-white or neutral. Blinds must be in good condition, shall not be noticeably broken or damaged and shall hang freely.
- 8.11.1 Only recognized deck/patio furniture, plants and BBQ grills may be kept on decks or terraces. Other objects including clothes lines and drying racks are prohibited as are hanging clothes or towels over balcony railings. Residents on a temporary basis may display limited holiday decorations. Holiday seasonal decorations, lights and door wreaths can only be displayed between Nov 15 – Jan 15<sup>th</sup>. These must be removed from decks and unit doors no later than the 15<sup>th</sup> of January.
- 8.12 Storage and placement of items other than commonly understood and recognized deck or patio furniture and barbecues or plants are prohibited.

## 9. **INTERIOR ALTERATIONS AND MAINTENANCE OF UNITS AND LIMITED COMMON ELEMENTS**

### 9.1 Definitions:

Unit boundaries: Refer to Section 6.2, in the Declaration.

Unit Elements: Refer to Section 7.1, in the Declaration.

Limited Common Elements: Refer to Section 8.1, In the Declaration.

### 9.2 Alterations:

- 9.2.1 THE PROVISIONS OF THIS SECTION APPLY TO ALL COMMERCIAL UNITS, RESIDENTIAL UNITS AND LIMITED COMMON ELEMENTS ALLOCATED TO A PARTICULAR RESIDENTIAL UNIT.

## 9.2.2 PRE-CONSTRUCTION APPROVAL

9.2.2.1 All structural changes, remodels 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 (hereinafter “changes”) must be:

- described in detail in an “Application for Improvements or Construction” (forms available from the Concierge);
- accompanied by a copy of the license and bond, drawings and specifications showing changes sought and must be signed and submitted to Ellington Management for review by the building engineer before final Board approval.
- The work shall be performed by licensed and bonded contractors. The Application for Improvements or construction shall include a copy of the contractor's applicable license(s) and bond attached.

9.2.2.2 A \$2,500.00 damage deposit to Property Management will accompany the “Application for Improvements or Construction”. These funds will be deposited upon Board approval of the application and returned within seven (7) business days after construction completion and final inspection. Any damage done as a result of construction to any common or limited common element or areas will be deducted from the deposit. If damage is in excess of the deposit, the additional liability will be the responsibility of the owner.

## 9.2.3 BUILDING PERMITS

9.2.3.1 The owner must obtain all required permits and provide copies to the HOA in advance of work commencement.

## 9.2.4 COMMON ELEMENTS

9.2.4.1 Common elements may not be used for any construction project including staging, painting and storage of materials or any other construction work.

9.2.4.2 Owners are responsible to see that their workers leave common elements, including all hallways and elevators, clean, free of construction materials and undamaged at the end of each day's work.

## 9.2.5 SCHEDULING AND COORDINATION OF WORK

9.2.5.1 The Owner shall submit, for approval, a proposed construction schedule with beginning and end dates for all approved projects to the Board and Building Management for their written approval. Building Management shall be responsible for approving schedules of the freight/service elevator and common elements to avoid conflicts.

On approved projects, the owner will also submit a proposed construction schedule with start and completion dates to the Building Management who will approve the schedule and submit to the Board for final approval. Building Management will coordinate the use of elevators and common elements during the construction process to avoid conflicts with other vendor and building service contractors, etc.

- 9.2.5.2 Building Management must be consulted anytime construction will disrupt any Ellington Condominium systems and/or operation. Seventy-two (72) hour notice must be given prior to proposed disruption.
- 9.2.5.3 Construction work is to be continuous and completed promptly in accordance with the approved schedule. If construction completion is delayed beyond the approved scheduled date without further board approval, the owner shall pay a fine of \$50.00 per day for every day that completion is delayed beyond the approved completion date.
- 9.2.5.4 Vendors and construction personnel will check in daily with the Concierge staff to obtain keys for the unit in which they will be working. Keys will be returned at the end of each day. The Concierge Staff will keep a vendor's driving license, or other identification, until keys are returned at the end of each day. For security reasons, a vendor will not be allowed to take keys when they leave the premises.

#### 9.2.6 DEBRIS REMOVAL

- 9.2.6.1 Left over construction materials, associated scraps and containers must be removed from the Ellington premises and may not be disposed of in the Ellington dumpsters, containers or down trash chutes. All debris and refuse material must be enclosed in plastic bags enroute from unit to deposal site.
- 9.2.6.2 Up to a 10-yard dumpster provided by a contractor may be permitted for major demolition projects if scheduled in advance with Management and formally approved by the board.

Concrete floors cannot be exposed for any length of time. Power tools operated on the floor (table saws, etc.) must be on padded surfaces to mitigate noise transfer through the exposed concrete floor to other units.

Any deviation or noncompliance with the above rules shall result in fines for the owners at a rate of \$50.00 per day.

#### 9.2.7 ELEVATORS

- 9.2.7.1 Workers must use a padded elevator. Materials must be delivered in a padded elevator, through the garage. The elevator must be padded, and its use reserved in advance through Building Management.
- 9.2.7.2 Contractors may only use the elevators between the hours of 9:00 A.M. and 4:30 P.M.
- 9.2.7.3 Under no circumstances shall an unpadded elevator be used to transport building materials, nor will any such items be carried through the main

lobby, except as approved by the Building Manager and an executed entry access agreement; including any required security and/or damage deposits.

#### 9.2.8 FIRE SYSTEM

- 9.2.8.1 No sprinkler head, system drainage, or monitoring device shall be modified without prior written approval of the Board of Directors and the Building Engineer.
- 9.2.8.2 In the event the fire alarm wiring is cut, the owner will be responsible for all repair costs and false alarm expense.

#### 9.2.9 LOADING AREA-GARAGE

- 9.2.9.1 The loading area in the alley is primarily for loading and unloading purposes. Parking of service vehicles is at the discretion of and approval of the property management on duty or by pre-authorized agreement.

#### 9.2.10 SECURITY

- 9.2.10.1 No garage door, elevator lobby door, or exterior door may be propped open at any time.

#### 9.2.11 HARD SURFACE FLOORING

- 9.2.11.1 Section 10.4. of the Declaration requires that “An Owner of a Residential Unit may (with the written consent of the Board or pursuant to rules and regulations adopted by the Board to ensure reasonable acoustical controls), install hard surface flooring in the Owner’s Unit in other than designated bedroom areas. Such rules and regulations adopted by the Board may require that any hard surface flooring be at least sixty percent covered with area rugs and may require the use of an acoustical mat under the flooring.”

Carpet tile is acceptable for bedroom areas and as a replacement for traditional carpets but only under the strict condition that the product being installed meets acoustical quality standards. This shall be determined by the Ellington building engineer and subsequent final approval by the Board in the same manner as in the installation approval process for hard surface flooring.

- 9.2.11.2 The following shall be the criteria for Board approval of requests for hard surface flooring installations:
  - a. Hard surface flooring may only be installed over an acoustical sub floor, which meets or exceeds the FHA recommended guideline for impact sound insulation for floor/ceiling assemblies in higher quality residential units of IIC 55 and a field tested, licensed acoustical engineer certified FIIC (Field Impact Insulation Class) of 50.
  - b. Tile, carpet tile, marble, stone or any other hard surface flooring may be installed on condition that installation includes affixed underlayment or acoustical underlayment which meets or exceeds the FHA recommended guidelines for impact sound insulation for floor/ceiling

assemblies in high quality residential units of IIC 55 and a field tested, licensed acoustical engineer certified FIIC (Field Impact Insulation Class) of 50.

- c. The Homeowner shall submit to the Board a lab report from a nationally recognized independent acoustical testing laboratory such as Riverbank or UL laboratories, having a similar construction to the building. The Owner shall also submit a drawing showing where the hard surface flooring will be installed is proposed.
- d. All written proposals for installation of hard surface flooring, carpet tiles and accompanying underlayment will be subject to review and approval by the Ellington building engineer prior to approval by the board. Proposals that deviate from commonly recognized standards, brands and types of underlayment and flooring or combinations thereof, must be researched and approved by the Ellington building engineer prior to board approval. The building engineer will determine the cost of this research. The homeowner must pay the research cost to the HOA before final approval by the board. A list of material products already understood to be acceptable is available from the Ellington building engineer.

9.2.11.3 Complaints of noise shall be handled as follows:

If there is a complaint of noise due to the unauthorized installation of Hard Surface Flooring or carpet tile, the complainant is obliged to obtain, at his/her own expense, a rating by an Acoustic Engineer. The respondent shall cooperate to allow this to take place. If the sound transmission qualities do not meet the criteria set forth above the respondent must do whatever is necessary to rectify the situation and must pay for the testing.

9.2.11.4 Homeowners who have already remodeled and/or installed hard surface flooring without the required Board knowledge or approval, or that does not conform to building codes and building standards must apply for post-approval by the Board.

Unapproved installation of hard surface flooring or carpet tile that does not meet Ellington acoustical standards shall be immediately corrected. Corrective action must include completion by the owner, of all applications steps for approval of hard surface flooring as described in Section 9.2.2. This will be done at the unit owner's expense per oversight and material approval of the Ellington Building Engineer and Board.

9.2.12 WORKING HOURS

9.2.12.1 Work and any activity which generates noise is restricted to between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, unless special arrangements have been made with the Board of Directors.

9.2.12.2 With the exception of emergency work and minor work activities no work may be done on Saturday, Sunday and Holidays. Minor work or activity which generates minimal noise may be performed on Saturdays, Sundays, and Holidays between the hours of 10:00 am and 4:00 p.m. 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.

9.2.13 COMPLIANCE

9.2.13.1 The Building Manager is to be given access to the unit to monitor work progress and at completion of the construction and/or remodeling project, in order to verify compliance, and "sign off" on the completion of the construction process.

9.3 Maintenance of Units and Limited Common Elements (Decks)

9.3.1 Each Owner shall be responsible for the maintenance, repair, or replacement of any plumbing fixtures, water heaters, fans, heating or cooling equipment, filters, electrical fixtures, or appliances which are in the Unit or portions thereof that serve that Unit only.

9.3.2 Each Owner will be responsible for care, maintenance, cleanliness, and orderliness of the Limited Common Elements that are adjacent or allocated exclusively to the Unit, except that sweeping and maintenance of the parking areas shall be the responsibility of the HOA.

9.3.3 Owners may not, however, modify, paint, or otherwise decorate, or in any way alter their respective Limited Common Elements. The exception to this is that on a temporary basis, residents may display limited holiday decorations. See 8.11.1 for detail of limitations and allowance.

9.3.4 Expressions of personal taste visible in the common areas are prohibited. This includes but is not limited to door wreaths, doormats, door knockers, furniture or plants.

9.3.5 Each residential unit Owner shall, at the Owner's sole expense, keep the interior of his or her Residential Unit and its equipment, appliances, and appurtenances in a clean and sanitary condition, free of rodents and pests, and in good order, condition, and repair and shall do all redecorating and painting at any time necessary to maintain the good appearance and condition of the Residential Unit.

9.3.6 Each Owner of a Commercial Unit shall maintain, or cause to be maintained, the interior of the Commercial Unit in a reasonably clean and proper condition in accordance with all applicable zoning, building, health and other statutes, laws, ordinances and governmental rules and regulations.

10. INTRUSIVE ACTIVITIES

10.1 No owner or resident shall permit anything to be done or kept in a unit, Limited Common Element or Common Element that would interfere with the quiet enjoyment of other residents of the Ellington. In particular, sound system loudspeakers shall not be rigidly attached to the party wall of another Unit or the ceilings, walls, shelves or cabinets in a Unit in a manner that will induce vibrations into the structure of the building. Excessive pet noises are considered to be a violation of this section.

10.2 The daily period from 10:00 p.m. to 7:00 a.m. shall be considered as quiet courtesy hours. During this period any activity be it from a residential or commercial unit, which generates noise that

unreasonably disturbs another resident in his or her unit, is prohibited. These activities include, but are not limited to, vacuuming, playing musical instruments, loud talking or singing, loud playing of radios, televisions, or stereos, use of certain appliances which can be sensed outside the unit, and use of power tools.

10.3 The use, possession, or storage of fireworks or other hazardous materials is prohibited in or about the Building.

11. **COSTS AND FEES FOR SERVICES AND FINES**

to be paid to the HOA with 11.1 being the exception. Any fines or fees incurred by a tenant shall be the ultimate responsibility of the unit owner.

11.1 Processing Fees – to be paid to the Management Co.:

a. Information /documents for sales and/or financing

- RCW 64.34.425 Association Resale Certificate Market
- Statement of dues/assessments \$15.00
- Association affidavit/certification minimum charge \$25.00

Actual charge will reflect on length and complexity of form and will be disclosed in advance.

b. Copies (if applicable)

- Declaration with amendments \$30.00
- Bylaws with amendments \$15.00
- Rules and regulations (email copies are free) \$5.00
- Articles of Incorporation \$15.00
- Miscellaneous documents (fee plus .10 cents per page) \$2.00

c. Minutes and financial reports (annually) \$15.00

11.2 Collection Fees

- Late Fees Accruing Fee Structure  
Payable whenever a payment is received after the due date as follows: \$25.00 for the first 30 days late, \$50.00 for 60 days late and \$75.00 for 90 days and over late. In addition, 1.5% interest shall be charged to all delinquent accounts at the 60-day mark. (The Board, in its sole discretion, may defer dues for a period of three (3) months for a demonstrated hardship.)
- NSF Fee \$25.00  
Payable whenever a check is returned dishonored.
- Lender Notification Fee \$10.00  
Payable whenever a lender requested notification of a delinquency or delinquencies made in accordance with the Declaration, or otherwise issued at the discretion of the Board. Ten-day notices will be issued when accounts are 45 days or more delinquent.
- Lien Filing Fee Market  
Payable whenever a lien is prepared and filed. Liens will be filed not

less than ten days after a ten-day notice is sent, except where a unit is being advertised for sale. In the latter case, liens will be filed anytime a delinquency exists.

- Attorney Referral Fee Market  
Payable whenever an account is referred to the Association's attorney for collection.
- Attorney's Fees, Court Costs And Collection Costs, plus interest. \$200.00 min.  
Payable whenever the Association incurs such costs involved in the collection of delinquent accounts.

11.3 Registration and Processing Fee (Rate effective January 15, 2017)

- A non-refundable Registration and Processing Fee of \$1,000 will be paid to the Ellington Owners Association for any physical move of a resident/tenant into and out of an Ellington unit regardless of whether an elevator is used or no furniture is involved, provided the move in or out takes place Monday through Friday. Should the move in or out be conducted on either Saturday, Sunday or a holiday, the fee increases by a premium of \$1,000 for a total of \$2,000 each occurrence. Fees must be paid prior to the scheduled move date without exception. With regard to a tenant moving into a unit, the fee must be paid by the unit owner to comply with current City of Seattle regulations governing Landlord/Tenant transactions. The fee covers administrative and staff time involved in processing a change in unit occupancy. No move in shall be allowed into a unit where the owner's account is not current or there is a delinquent balance owing. With regard to professionally staging a unit for sale, the Registration and Processing Fee will not apply to the staging company. However, all other rules and regulations such as scheduling and move preparation must be observed. Professional staging activity cannot be undertaken on Saturday, Sunday or holidays.
- Residents who prepaid a move-in/move-out fee prior to October of 2007 will not be re-assessed at the current rate. However, the additional fee of \$1000.00 for a weekend or holiday move will be applicable for both moving in and moving out, paid in advance by the owner of the unit.
- Residents who have not paid or pre-paid the move-out portion of the Registration and Processing Fee are required to pay \$250 at time of move out, and the additional fee of \$1000.00 for a weekend or holiday move will be applicable for both moving in and moving out, paid in advance by the owner of the unit.
- This fee does not cover damage to common areas directly attributed to a specific move-in or move-out. Fees related to this type of damage will be assessed separately.



- Immediate family and/or domestic partners joining an already registered owner/resident on a permanent basis are exempt from the Registration and Processing Fee; however, these individuals are still required to register for public safety reasons.
- If the status of a resident changes, i.e., a renter becomes an owner of the same unit, a change of ownership requires the application of the current Registration and Processing Fee.

NOTE: Full HOA services and amenities will not be provided to anyone not properly registered as a resident with the Ellington Home Owner’s Association.

#### 11.4 Service Fees:

- Prox Card (Regular or Fob) and/or Garage Door Opener Fee \$75.00  
(Cost of replacement of lost, stolen, or additional prox cards and/or garage door openers). Malfunctioning or defective prox cards, fobs or garage door openers will be replaced at no charge upon return of the defective items.

Additional prox cards/fobs can be issued for a deposit of \$75.00 each which shall be refundable upon their return. No more than one additional prox card/fob shall be issued to any one owner without the consent of the Board. Tenants may not be issued additional prox cards or fobs.

- Conference Room Refundable Deposit 0.00
- Club Room Refundable Deposit \$300.00  
Refundable cleaning and damage deposit payable at time of reservation, prior to resident’s use of the Club Room.
- Unit Lock Re-key Fee Actual Cost at Market Rate  
Units can only be re-keyed by Building Management. Owners are not permitted to re-key their units without notice and arrangement with Building Management (Concierge).

#### Maintenance and/or Repair (staff time) \$75.00

(per hour or actual cost, whichever is greater)  
For example, cleaning up messes, repairing damage, etc. Minimum billing is one hour. The HOA shall be paid by the owner, any fees incurred by the resident/owner.

- Attorney’s Fees, Court Costs And Associated Costs, plus interest  
Payable whenever an Association has to refer an enforcement issue to the attorney for legal action.

#### 11.5 Fines for Violations of Rules and Regulations

##### **Resident Owners will receive:**

- a warning letter\* for the 1<sup>st</sup> violation
- a \$100 fine for a 2<sup>nd</sup> violation of the same rule

- a \$200 fine for a 3rd and subsequent violation of the same rule
- a \$200 fine for speeding in the garage\*

**\*Exceptions to the above are the following safety and welfare violations. Those listed below result in fines to the resident owner with**

**NO WARNING LETTER:**

- 4.2, 4.3 related to Exiting/Entering the garage
  - \$200 for the 1<sup>st</sup> violation
  - \$300 for the 2<sup>nd</sup> violation and each subsequent violation of these rules.
- 4.4 Speeding in the garage (\$200 fine)
- 6.2 Unscheduled Moves
- 6.3 Moving in or out without padded elevator
- 6.8 Moving bicycles through lobby or into elevators
- 13.7 Violations of trash chute and trash room protocol and improper disposal of electronic waste

**Resident Tenants will receive:**

- No warning letters
- a \$100 fine for the 1<sup>st</sup> violation
- a \$200 fine for a 2<sup>nd</sup> and subsequent violation of the same rule
- a \$200 fine for speeding in the garage
- a \$200 fine for the 1<sup>st</sup> violation related to Exiting/Entering the garage
- a \$300 fine for the 2<sup>nd</sup> violation and each subsequent violation related to Exiting/Entering the garage
- Fines which are not paid within 90 days will double on the 91<sup>st</sup> day.
- The Board of Directors or the managing agent acting on behalf of the Board of Directors, will issue not more than one written notice of violation which shall specify the particular Article of the Declaration or section of the Rules and Regulations which has been violated. In the event that the nature of the violation is such, in the reasonable opinion of the Board or its agent, that it cannot be immediately corrected, the violator will be given a period of time during which the violation must be corrected. Failure to correct the situation or resolve the issue to the satisfaction of the board in this time period shall be considered a second offense and would be subject to a fine without further written warning.
- Appeals of fines may be appealed only according to the provisions of the Rules and Regulations. Neither the managing agent nor its employees nor any board member may waive a fine once it has been imposed.
- These fees are subject to change without prior notice at the discretion of the Board of Directors. Additional fees are subject to imposition without prior notice at the discretion of the Board of Directors.
- Fines must be paid within 30 days of receipt of a Fine Notice from the Property Management or further late penalties will be assessed. Fines which remain unpaid for a period of greater than 90 days will result in the aggregate fine amount to double on the 91<sup>st</sup> day.
- Unpaid fines may result in the restriction of use of the common area

amenities, at the discretion of the board.

- Residents and Owners who wish to appeal a Fine Notice may initiate an Appeal Process in the following manner:

1) Within 10 days of receipt of a Fine Notice, notify the Property Management of their intent to appeal the assessment. Notice must be given in writing via mail or email:

AND

2) Within 2 months of receipt of the Fine Notice appear personally during a regularly scheduled HOA Board meeting, to appeal the assessment. Appeals will be heard after the regularly scheduled Board Meeting in the Executive Session. Residents who are appealing fines are asked to refer to the meeting agenda to verify time.

3) Fines cannot be protested after the 2nd scheduled Board meeting following the violation notice.

Fine Notices for which no Appeal Process has been initiated must be paid in full within 30 days of receipt of a Fine Notice to avoid further late penalties that will be assessed. Fine Notices, for which an Appeal Process has been initiated but not concluded within 2 months of the receipt of the Fine Notice, must be paid in full unless otherwise indicated by the Board of Directors.

11.6 These COSTS AND FEES FOR SERVICES AND FINES are subject to change and/or additions without prior notice at the discretion of the Board of Directors.

11.7 ALL ASSESSMENTS INCLUDING THE ABOVE FEES AND FINES SHALL BEAR INTEREST AT THE RATE OF 12% PER ANNUM COMPOUNDED MONTHLY AND WILL BE POSTED TO ANY ACCOUNT WITH BALANCES 30 DAYS PAST DUE.

## 12. USAGE OF COMMON ELEMENTS

12.1 Common Elements consist of all portions of the condominium except the units. This includes but is not limited to halls, entryways, elevators, stairways, stairwells, garage, driveway, the North Tower conference Room, exercise room, spa, shower and rest rooms, Club Room and adjacent terraces. (See the Condominium Act and the *Ellington* Declaration for complete descriptions of "Common Elements" and "Limited Common Elements").

12.1.1 The provisions of this section apply to the usage of all common elements including limited common elements allocated to all residential units and limited common elements allocated to particular residential units or to commercial units unless specifically exempted in the association declaration; bylaws, articles of incorporation or elsewhere in these rules and regulations.

### 12.2 General Requirements

12.2.1 No use or activity may unreasonably infringe on another resident's right or ability to use the common elements or amenities.

- 12.2.2 No personal property or expressions of personal taste may be placed or stored in any common element, except with the express written permission of the Board. Nothing may be stored or placed in any common elements. No bicycles, baby carriages, doormats, pet carriers, umbrella stands, or other personal effects are to be stored or kept in halls, doorways, stairways, garage, storage areas, elevators or other public areas. Changes to the decor of the common elements may be initiated and carried out by action of the Ellington Board.
- Doors to units are common elements and may not be changed, painted, or decorated in any way, except as permitted by Section 9.3.3.
- 12.2.3 All common elements usage shall be consistent with the intended use of that area, as determined by the Board in its sole discretion.
- 12.2.4 Dust mops, rugs, table clothes and clothing shall not be shaken, cleaned or left in any of the common elements or from any window, door, balcony, or landing.
- 12.2.5 Use of music, radios, televisions, etc., in common elements or facilities are allowed only to the extent it does not disturb other residents. Such devices shall be lowered in volume or turned off, upon reasonable request.
- 12.2.6 Smoking is not allowed in any common elements, including the garage with the exception of the terrace adjacent to the Club Room. Smoking is permitted in residential units.
- 12.2.7 Food and beverages are not allowed in common elements except as permitted in Club Room, Conference Room, courtyard and terrace adjacent to the Club Room. Beverage only is permitted in the Exercise Room. Food is prohibited in the Exercise Room.
- 12.2.9 Footwear shall be worn at all times in the common elements except in the spa areas.
- 12.2.8 Cover-ups shall be worn at all times between the spa and units.
- 12.2.10 No breakable containers are allowed on the terraces or in the spa.
- 12.2.11 Please advise building staff of any spills in common elements so they can be dealt with immediately.
- 12.2.12 Nudity is prohibited, and appropriate clothing is required at all times in the common elements.
- 12.2.13 No owner shall permit anything to be done or kept in the Owner's unit, Limited Common Element or Common Elements that would interfere with the quiet enjoyment of other residents of the Ellington. Littering is prohibited.
- 12.2.14 Should a homeowner or tenant's unpaid Homeowner's dues, assessments or fines be more than 90 (ninety) days delinquent, the privileges of the Homeowner and their tenants to the following common areas will be suspended until their obligations to the HOA have been settled:

- 1) use/reserving the Club Room and Deck

- 2) Use/Reserving the Guest Suites
- 3) Using the Gym/Spa area
- 4) Using the free Business Center services (PC & laptop hookup)
- 5) Use of concierge services other than those duties of the Concierge, which relate to the safety and security of the building.

### 12.3 Fire Regulations

- 12.3.1 Fire doors and unit entry doors must remain closed at all times; this includes elevators. This is particularly important in regard to exit stairways.
- 12.3.2 Anyone found tampering with the fire equipment (extinguishers, automatic sprinklers, alarms or door closer) will be subject to arrest and prosecution by the appropriate authorities.
- 12.3.3 No storage or accumulation of material is allowed in ANY area of the building, including units, which 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.
- 12.3.4 In the event of fire, elevators are not to be used. Exit the building by stair entrances, which are clearly marked with lighted Exit signs on each floor. All residents are required to follow prior written as well as voice instructions of the building Fire Director and Fire Department personnel. It is recommended that residents participate in fire protection familiarization programs; including fire drills when, such programs are scheduled by the Building Fire Director.
- 12.3.5 It is possible to accidentally strike, or in some manner, cause a sprinkler head to activate and produce substantial water damage. If this should occur, immediately notify the concierge or security staff at the front desk. The damage can be reduced by closing the sprinkler valves for your area, located in the north and south exit stairways on your floor. Please become familiar with the method of shutting the valves by visual inspection only. Alarm will sound if any part of the mechanism is moved. NOTE: In case of fire, wait for the Fire Department to execute the shutoff. In either case, the Fire Department will be automatically notified and will respond.

## 13. USE OF LIMITED COMMON ELEMENTS ALLOCATED TO ALL RESIDENTIAL UNITS

### 13.1 General Requirements

- 13.1.1 Refer to the Ellington Declaration for a description of "Limited Common Elements Allocated to All Residential Units".
- 13.2.1 Absentee owners or owners not residing in the Ellington may not use the Club Room, Spa, Conference Room, Gym, guest suites, bicycle storage or confer the use of these amenities on friends, relative or associates. An individual who has rented his/her unit has in effect, transferred access and privilege of the amenities and any other common elements to the tenant (renter) of the unit . . . "one unit, one right to use the property".

### 13.2 Club Room, Conference Room and Guest Suites

- 13.2.1 The Club Room and Conference Room are available to residents of the *Ellington* from

8:30 a.m. until midnight daily, providing the Club Room and/or Conference Room has not been previously reserved for private use.

- 13.2.2 Absentee owners or owners not residing in the Ellington may not use the Club Room, Spa, Conference Room or Gym or confer the use of these amenities on friends, relative or associates. An individual who has rented his/her unit has in effect, transferred access and privilege of the amenities to the tenant (renter) of the unit . . . “one unit, one right to use the property”.
- 13.2.3 Residents and their guests who use the Club Room and/or Conference Room on a casual basis are responsible for any damage they cause and shall clean up after using the room. This includes removal of garbage. Club Room rules and Regulations (see form in attachments) is a part hereof.
- 13.2.4 Because of the proximity of the Club Room to the spa and the dangers these facilities present, children age 14 and under must be accompanied by a parent, an adult resident or an adult baby sitter at all times when using the Club Room.
- 13.2.5 Club Room arrangements and reservations for private, exclusive use must be made with building management prior to the event. Each application will be reviewed by Management and be granted or denied in Management’s sole decision. Only 2 reservations per resident may be on the schedule at any given time for the Club Room and the Conference Room.
- 13.2.6 A \$300.00 refundable cleaning and damage deposit is required prior to exclusive use. A check must be given to the Concierge at the time the reservation is made. The Resident along with a management representative must inspect the room prior to use and immediately after use to verify any damage to the facility. Management will provide an accounting of any damage costs to user and deduct it from the damage deposit. Any cleaning and/or damage costs in excess of the \$300.00 deposit will be assessed against the unit of the Resident who rented the Club Room.
- 13.2.7 The Club Room and/or Conference Room users are responsible for after-event cleanup and must schedule a specific clean up time with the Concierge. Clean up must be completed immediately after use unless Management approves arrangements in advance. Any damage shall be the responsibility of the Resident user who reserved the Club Room and/or Conference Room. Failure to restore the Club Room to its normal state of cleanliness and order in the allotted time will result in forfeiture of the entire deposit.
- 13.2.8 No food or beverage is allowed in any common areas except the Club Room, Conference Room and Terrace area. When serving alcohol, the Resident reserving the facility is responsible to comply with all Washington State liquor laws and to check with a Washington Liquor Store or Liquor Control Board Enforcement Officer at 464-6094 to find out if the party or gathering he or she will be hosting will require a “Banquet Permit”. No breakable containers are allowed on the terraces. Smoking is not allowed in the Club Room, Conference Room or any common elements within the building. Smoking is allowed on the terrace adjacent to the Club Room and in the open courtyard areas.
- 13.2.9 When a Banquet Permit is required; a copy of the permit is to be presented to Building Management no less than three (3) days in advance of the event. The permit shall be

for the date, time, and location reserved by the resident user. Building management shall maintain a copy in the condominium's records.

- 13.2.10 When Residents sign up for the Club Room and/or Conference Room, the Building Management representative will have a form for the Resident to sign which states that he or she has checked with the Washington State Liquor Control Board and that either a Banquet Permit is required or that a Banquet Permit is not required for their gathering or function.
- 13.2.11 The Resident must be in attendance in the Club Room and/or Conference Room at all times with their guests. The resident is responsible for their guest's behavior and any damage that may be caused by their guests. Activities shall not diminish the peaceful enjoyment of any Resident. This limitation includes, but is not limited to, noise, odors, smoke, particulates, vibrations and any other activity which may be found by Management in its sole discretion to be obnoxious, offensive or annoying.
- 13.2.12 Use of the Club Room and/or Conference Room includes non-exclusive use of the restrooms.
- 13.2.13 Removal of furniture from the Club Room and/or Conference Room is prohibited.
- 13.2.14 The association and Management shall not be liable for injury or loss to the user, or user's guests or invitees, or for loss to any personal property arising directly or indirectly from acts or omissions by the user, guests, invitees, or other third parties. The resident reserving the room is advised to consult with their own insurance carrier.
- 13.2.15 The Guest Suite policies, rules and guidelines shall be outlined and understood in the Guest Suite Policy hereto attached.

### 13.3 Spa and Exercise Area/Gym

#### 13.3.1 General

- a. Exercise care for your safety and the safety of all others at all times when using the Spa and Exercise Areas. Individuals should use extreme caution when they use these facilities alone.
- b. The rules of the King County Board of Health governing the use of semipublic spa's apply at all times unless the Association adopts rules more restrictive regarding any particular activity.
- c. No one with a disease spread by water may use the spa.
- d. No pets of any kind are permitted in the spa, exercise room or Club Room.
- e. Only proper swimming attire shall be permitted in the spa. It is required that a presentable cover-up, and footwear be worn between the above areas and residential units, and that users of these facilities dry off before leaving the facilities.
- f. Residents are responsible for their invited guest's actions and the behavior of children of the residents or their guests while they are on the Ellington Condominium premises.
- g. In the event of crowded conditions residents have priority over guests.
- a. Users of the spa are required to take a shower before entering the spa.

- b. Persons are to be free of lotions or oils of any kind. No soaps or bath salts are permitted. The chemicals of these items are harmful to the balance of the spa pH levels and to the spa's filtering system.
- c. Children age 14 and under must be accompanied by a parent, an adult, resident or an adult baby sitter at all times.
- d. Food and breakable items are prohibited in the spa area. Non-breakable containers of beverages are permissible.
- e. When leaving the spa, turn off the timer and replace spa cover. The cover assures heat retention with a minimum of electricity.

#### 13.4 Exercise Room

- a. Because the exercise equipment is not designed for use by children, children age 14 and under must be accompanied by a parent, an adult resident or an adult baby sitter at all times.
- b. Equipment in the Exercise room is to be used in accordance with posted instructions for each machine. Activities other than use of the exercise equipment are prohibited.
- c. The users of equipment do so at their own risk of injury. The Ellington Condominium Owners Association shall not be liable for any personal injury to residents or guests of residents or children.
- d. Do not drop equipment weights, barbell or hand weights during or after use.
- e. Food and breakable items are prohibited in the spa area. Non-breakable containers of beverages are permissible.
- f. Users shall clean the exercise equipment after use.
- g. Equipment is available to all residents on a first come, first served basis with a 30-min. limit on the use of any individual piece of equipment.
- h. Pets are not permitted in the exercise, Club or Conference rooms.
- i. No personal exercise equipment is to be left in the exercise room. It will be disposed of by Management.
- j. In the event of crowded conditions residents have priority over guests.

#### 13.5 Bicycles

- a. Bicycles shall be stored in designated areas in the garage or in the designated bicycle storage room.
- b. See Section 6.8 of these rules and regulations regarding the transporting of bicycles within the condominium.
- c. Riding bicycles in the garage is permitted. Bicycles may be walked or ridden to or from the garage entrance, to or from bicycle storage areas. Bicyclists must have a head lamp or bike light in use while riding in the garage. Bicyclists will observe the same garage gate



courtesies, protocols and speed rules as automobiles. Bicyclists have the right-of way in the garage. (see Section 4, Motor VEHICLES, BICYCLES AND PARKING GARAGE)

### 13.6 Terraces

- a. The terraces allocated to all Residential Units are located in the Courtyard and adjacent to the Club Room.
- b. Barbecuing is not permitted on the terraces, except on the terrace adjoining the Club Room. A fire extinguisher must be near by
- c. Breakable containers, dishes and the like are not permitted on the terraces.
- d. Pets are not permitted on the terraces.
- e. Because of the possible dangers to children playing on the terraces, it is recommended that children age 14 and under be accompanied by a parent, an adult resident or an adult baby sitter at all times.

### 13.7 Trash Chutes, Recycling and Electronic Equipment Disposal

a. The recycle bins are located on the B level of the garage, south end. The bins will accept: aluminum cans, mixed paper, glass, newspaper and cardboard. All recyclable materials must be carried to the recycle room and deposited in the appropriate bins. All cardboard boxes are to be broken down (flat) before being deposited in the recycle bins. Resident owners and tenants who have been identified as the owners of unbroken boxes in the recycle bins will be fined.

b. The trash chute will accept: household refuse that is not recyclable. Any tenant or resident found to be responsible for the blockage of a trash chute will be fined an immediate \$500.00. In addition they will bear the additional cost of Ellington staff time (\$75.00 per hour) to clear the chute plus the cost of physical repairs if needed. All trash must be bagged and securely tied before being deposited in the trash chute. Residents discovered to have put unbagged garbage down the trash chutes will be fined \$100 and in the case of wet garbage, billed for staff time (\$75.00 per hour) needed to clean and restore the chute from point of entry on. Building Management will make every effort to identify offenders and pursue fines and appropriate compensation for garbage chute violations and resultant damage.

Wet garbage deposited in garbage chutes and blockage of garbage chutes present immediate issues of overall building sanitation and create an emergency hardship for the Ellington support staff. Building Management will make every effort to identify offenders and pursue fines and appropriate compensation for garbage chute violations and resultant damage.

c. All animal litter must be bagged and tied securely and deposited in the special receptacles on level B of the garage. Animal litter may not be thrown down the chute.

d. Articles, which do not fit in a standard garbage bag (such as Christmas trees, mattresses, box springs, large appliances, large crates, furniture, doors, carpeting, drapes, etc), are not to be placed in the Association's dumpsites. Residents should make arrangements to have these items properly disposed of. Heavy items and construction materials are prohibited and not appropriate for disposal in trash chutes. (see 9.2.6)

e. Any electronic equipment powered by a circuit board must not be put in the recycle room or in the garbage, or on or in any donation boxes. This equipment is considered hazardous waste. This

material includes but is not exclusive to; home computers and peripherals, cell phones, digital cameras, TV's, stereos, boom boxes and the like.

All electronic equipment must be recycled properly at the resident's own expense. The Ellington has no responsibility for or ability to dispose of electronic material. If a resident or tenant is identified as having left these items in the Recycle Room for the Ellington to dispose of or in the garbage for take away, they will be fined \$100.00 plus be responsible for fines levied against the Ellington by the city . . . or incurred by the Ellington (\$75.00 per hour) in the process of holding and returning electronic items to an identifiable resident.

Information regarding disposal of electronic equipment can be found on the Ellington Web Site, [www.ellingtoncondos.net](http://www.ellingtoncondos.net).

14. **USAGE OF LIMITED COMMON ELEMENTS ALLOCATED TO PARTICULAR RESIDENTIAL UNITS**

14.1 General Requirements

14.1.1 Provisions of Section 12 of these rules and regulations shall apply to all limited common elements allocated to particular units unless stated otherwise hereinafter.

14.2 Decks

14.2.1 See Section 8.2 – 8.12 of these rules and regulations regarding usage of decks allocated to a particular residential unit.

14.3 Parking Spaces and Parking Units

14.3.1 A parking space is a limited common element allocated to a particular unit by the Declaration.

14.3.2 See Section 4 of these rules and regulation regarding usage of parking spaces and parking units.

14.4 Storage Spaces and Storage Units

14.4.1 Storage space is a limited common element allocated to a particular residential unit by the Declaration.

14.4.2 Residents must store items only in their assigned storage lockers. No storage is permitted in common elements or parking areas and any items stored there will be removed without notice.

14.4.3 Absolutely no items may be stored above the fire sprinkler system.

14.4.4 Storage of flammable or explosive material, perishable foodstuffs, odorous or pest infested items or any item that can be sensed from outside the storage unit is prohibited.

14.4.5 Residents are to provide their own locks. The association is not responsible for any loss or theft from storage lockers

15. **DOMESTIC PETS**

15.1 Well-behaved domestic pets such as cats and dogs may be kept in residential units subject to these rules and regulations and the Declaration.

- 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 Pets will not be allowed in the Common Elements or Limited Common Elements unless the pet is leashed or being carried and is walked directly to or from a unit to the public street. Pets are prohibited from the Club Room, Guest Suites, and Conference Room, Spa Area, Exercise Room and terraces adjacent to these areas. Pets that are carried are allowed in the Ellington lobby. Pets on leash must enter and exit through the courtyard/breezeway entrance or the garage. Pets must be kept on a tight leash.
- 15.4 No livestock, poultry, rabbits, ferrets or exotic animals shall be kept in any part of the Condominium, nor may any animal be bred or used therein for any commercial purpose. The Board may require the removal of any animal which the Board in the its sole discretion finds disturbing other Unit Owners unreasonably, and may exercise this authority for specific animals even though other animals are permitted to remain.
- 15.5 Pets (dogs and cats) must be licensed by the City of Seattle and registered with the Ellington Homeowner's Association.
- 15.6 There is a maximum limit of two pets per unit.
- 15.7 Pets cannot be left unattended on any deck or balcony at any time.
- 15.8 Pet owners are responsible for cleaning up any mess or damage caused by their pets, including and especially feces and urine.
- 15.9 No pet is permitted to cause hazard, nuisance, or unreasonable disturbance to any resident. A pet shall not be able to be sensed by others outside the unit.
- 15.10 The above rules apply to visiting pets and it is the responsibility of the resident to inform any guest accompanied by a pet of the Ellington pet rules, regulations and protocols.

#### **Pet Protocols**

- The choice to have a pet is an individual decision and pet owners must recognize the importance of not imposing their pets on other residents. Courtesy and safety for all residents are the guiding principles to be followed.
- Pet owners must do their best to ensure that no unpleasant or unwelcome interaction takes place between their pet and another building resident.
- When a person escorting a pet wishes to enter an elevator occupied by another resident, the person with the pet should offer to wait for an empty cab but may enter the cab if invited.
- A person escorting a pet should not enter an elevator cab occupied by another individual with a pet.

A person expecting the arrival of a guest with a pet should notify the concierge and then be available to escort the guest and pet through the breezeway entrance

#### **16. CONDOMINIUM RESALE**

- 16.1 Whenever an owner attempts to sell or rent a condominium unit (including parking and or storage) by engaging the services of any real estate broker or agent, or act as his/her own agent, the owner must provide the Association, through the Property Manager, with the notification of the listing agreements on forms provided to the Association.

- 16.2 The owner, listing agent or authorized representative shall be the only person authorized to escort potential buyers to the condominium unit and to tour the building facilities.
- 16.3 Public open houses are permitted only when the listing agent or authorized representative is available to escort any persons to the unit. No person shall be allowed to visit an open house without being accompanied by the listing agent or authorized representative from the lobby to the unit to be viewed.
- 16.4 All Real Estate Agents must enter the condominium through the main entrance and must sign in with the Concierge and show a picture I.D. It is the owner's responsibility to arrange access to the building for the listing agent.
- 16.5 An owner may provide the listing agent with a key to the owner's unit. No lock boxes are permitted on unit doors.
- 16.6 All keys for resale units left at Concierge Station shall be in a multiple listing lock box only. (No loose keys shall be left with Concierge). Any real estate agent; wanting to show a resale unit, shall identify themselves to Concierge by leaving a business card, and a picture I.D. and shall sign a sign-out sheet for access to the lock box. Concierge shall check "keys returned" on sign-out sheet when keys are returned to lock box.
- 16.7 No real estate (For Sale, For Rent, etc.) or commercial signs of any kind may be inscribed, painted, engraved or affixed to any part of the exterior of any unit or common elements or displayed from or on any unit or common elements.

17. **NOTICES REGARDING OCCUPANCY CHANGES**

- 17.1 The provisions of this Section shall govern the presence and movement of persons in and out of Residential Units. Each owner/resident must fill out and submit an Occupancy Form to the concierge as an initial part of tenancy in the *Ellington*.
  - 17.1.1 Registration of Pre-Existing Occupants. All Occupants occupying Residential Units at the time this Section 17 is adopted by the Board, must be registered with the Board within thirty (30) days of the adoption of this Amendment. As used in this Section, the term registration shall mean the filing by the Owner with the Board or its authorized representative of a written statement setting forth the following information:
    - 17.1.1.2 the name, telephone numbers, and correct street and email address of the Owner of the Unit; (see Move-in/Move Out form)
    - 17.1.1.3 the Unit number and names and telephone numbers of all Occupants of the Unit other than the Owner and
    - 17.1.1.4 the number of the parking space(s) allocated to the Unit and the make and license number of the vehicle(s) to be parked in the spaces;
    - 17.1.1.5 the number of the storage space(s) allocated to the unit; and
    - 17.1.1.6 any other information regarding the Occupants of the unit which shall be reasonably required by the Board. Also please see article 20.
  - 17.1.2 Registration of New Occupants. All Owners must register new Occupants with the Board prior to the move. Reservations for move in will only be scheduled upon owners delivering all required registration documentation and/or lease and background verifications. Missing or incomplete information will result in denial of move in. Also

please see article 20.

17.1.3 All residents must be registered:

A Resident is anyone who meets one or more of the following criteria:

- 1) Has established themselves as a resident by intentional formal registration and Resides in a particular unit
- 2) Consistently receives mail and/or packages at this address
- 3) Has a Permission to Enter on file that is dated more than 10 days previous or more and is not a vendor as described in the PTE requirements
- 4) Is a legal owner residing in a residential unit
- 5) Is a tenant who rents a residential unit from an owner

Permission to Enter (PTE) are valid for 10 days with one renewal without board approval, except in the case of a remodel where the owner has complied with provision #9 (Interior Alterations and Maintenance of Units and Limited Common Elements) in the Rules and Regulations. Housekeepers, cleaning services, professional dog walkers and the like are exempt. They however are required to sign in at the front desk and show ID if asked.

A PTE form does not replace the obligation for a resident to register.

17.1.4 Updating of Registration Information. All Owners shall advise the Board or the Manager of any changes in the registration information; required to be provided in this Section on a current basis.

17.1.5 Notice of Moving Date. All Occupants shall provide the Board with reasonable prior notice of the date on which they expect to move into or out of a Residential Unit.

17.1.6 Move-In and Move-Out Fees. See Section 11.3.

18. **MANAGEMENT**

18.1 Ellington management's workday hours are 8:00 a.m. to 5:00 p.m. Monday through Friday and the telephone number is (206) 443-9599. Management staff is available for emergencies and can be reached daily on a 24-hour basis at the above telephone number. Any, life threatening, emergency should be dealt with by first dialing 911 and then alerting Management or the concierge that an emergency response team is on the way.

18.2 Management is able to provide you with the information regarding the services, which can be provided to you via Management, on-site maintenance, and Concierge services. Please feel free to contact Management regarding any questions you may have.

18.3 Management has the authority to enforce all building rules and regulations adopted by the Board.

18.4 If you lose your key and require assistance to gain entry to your unit the Concierge can give you access provided you have left a key at the front desk. Otherwise you must call a locksmith.

19. **ASSOCIATION GOVERNANCE**

- 19.1 A Board governs the affairs of the Association.
- 19.2 Owners and residents can obtain copies of the Boards' minutes by requesting this service from the Board and supply them with their email address.
- 19.3 Rules and Regulations may be added to, amended, or repealed at any time, by resolution of the Board or by members of the Association as provided for in the Bylaws and the Declarations for the Ellington Condominium Owners Association.
- 19.4 All persons attending any Board of Director, Unit Owner, committee or other Association meeting shall at all times conduct themselves in a businesslike manner, shall speak only when recognized by the Association president or other authorized person conducting such meeting, and shall not shout, use profanity or approach other Association members.

Violation of this provision may at the discretion of the Board subject the offender to a fine levied after Notice and an Opportunity to be Heard according to the following fine schedule. First violation \$100.00. Second violation \$200.00. Third and any subsequent violations \$500.00.

20. **RENTAL OF UNITS** (also please refer to Declaration article 10.2)

Required Tenant Screening: A Unit Owner who wishes to rent their unit is required to submit to the Property Manager evidence of a background check having been performed by a licensed tenant screening service along with a copy of a lease prior to the tenant moving into the premises. The background check is required to include a consumer credit report, verification of the Applicant's rental history for at least two years, and a public records search for bankruptcy, unlawful detainer or criminal convictions in counties in which the Applicant has resided, in all 50 states for the last 10 years. The Property Manager will keep the Board of Directors informed about rental activity and keep a copy of all documents for the Association's records.

***Responsibility for Tenant Selection***

Neither the Association's designee nor the Association shall evaluate any information provided by the Service or in any way make a determination or recommendation as to the suitability of any Applicant. The selection of a suitable and appropriate Tenant shall be the sole responsibility of the Owner.

**NOTE:**

Copies of the Condominium Act, the Declaration and the Bylaws for a fee as set forth in this document.

## GUEST SUITE POLICY AGREEMENT (Guests and residents)

- The Guest Suite amenity/privileges are available to Homeowner or Tenants in residence only. Rental of these Suites is not to be conferred to friends, relatives or associates of non-resident owners.
- Guest Suite rental does not include or assume access to the Club Room, Spa or Conference Room.
- Residents of the Guest Suite may use the amenities if accompanied by an Ellington resident.
- At no time are keys to the Club Room, Spa or Gym to be given to tenants of the Guest Suites.
- Unless specific arrangements have been made with the Concierge, Ellington residents (the sponsors) must be present to check in their guests so that introductions to the Concierge can be made and the appropriate paper work completed.
- Booking and Payment for the Suites:
  - Homeowners agree to pay full amount of stay as a deposit at the time of booking.
  - Cancellation policy is as follows:
  - If cancelled 30 days or more in advance: the full amount of the deposit will be refunded.
  - If cancelled 14-29 days in advance: 50% of the deposit shall be refunded.
  - If cancelled 13 days or less: the entire deposit shall be forfeited.
  - Should the dates of your cancellation be booked to another resident, your deposit shall be refunded, regardless of the above stated time schedule, less a \$25.00 administrative fee.

Payment is to be made by check only, payable to the *Ellington* HOA. Any third party check that is dishonored shall be the responsibility of the homeowner.

- Each reservation is limited to a four (4) night stay and a limit of 2 occupants, but an extension may be granted if the suite has no other reservation at the time of daily checkout. Payment for additional reservation is required at that time.
- Reservations are limited; Homeowners and tenants may only reserve a maximum of 4 days per month and cannot have any more than 8 days on the books for the remainder of any calendar year.
- Check-in time is 3:00PM and checkout time is 11:00AM, the Building Manager may authorize exceptions.

**Occupants of a guest suite(s) are considered guests of the Homeowner or Tenant. Under the Rules and Regulations, guests must comply with all condominium rules and regulations and the hosting resident is responsible for all guest behavior, misbehavior and resultant damage.**

NO SMOKING IS ALLOWED IN THE GUEST SUITES.

NO PETS ARE ALLOWED IN THE GUEST SUITES.

NO BICYCLES ALLOWED IN GUEST SUITES

If cleaning of upholstery or carpet is required to remove stains or odor, a fee of \$100 will be charged plus the Homeowner who made the reservation will pay for any additional cleaning costs.

Equipment and furnishings shall not be removed from a Guest Suite.

We hope that you have a pleasant visit at the *Ellington* and we appreciate your compliance with our Rules and Regulations.

Please complete the information below:

Guest Name: \_\_\_\_\_

Dates of Stay: \_\_\_\_\_ # of days \_\_\_\_\_

Hosting Homeowner Name: \_\_\_\_\_ Unit # \_\_\_\_\_

**By signing below you agree to follow Ellington Rules & Regulations and take responsibility for any damages.**

Homeowner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

DEPOSIT AMOUNT PAID \$ \_\_\_\_\_ CHECK # \_\_\_\_\_



**CLUB ROOM RESERVATION**

The Club Room is available for functions and holidays. In addition to the following, please refer to the Ellington rules and Regulations.

- 1) Reservations for the Club room must be made in advance of the event and are to be made in person with the Concierge. Only 2 reservations per Homeowner/resident maybe on the schedule at any one time.
  
- 2) Although there is no charge for using the Club Room, a \$300 deposit is required to reserve the Club Room at the time the reservation is made. No reservation will be made without receipt of the deposit.. Cleaning can be arranged at your request for a charge of \$75.00
  
- If no Club Room damage is identified, the deposit will be returned within seven (7) business days after the event.
  
- 3) Event hours are from 8:30AM to 12 Midnight.
  
- 4) No smoking is allowed in the Club Room.
  
- 5) Hosts and their guest are expected to keep noise at a moderate level. After two noise complaints from an Ellington resident, a verbal warning will be given. A third noise complaint will result in the immediate termination. Damage or missing items identified in the post event review check out list will result in a deduction from the held deposit. In the event that damage is in excess of the deposited amount, the resident/owner is liable for the balance due of the event.
  
- 6) Homeowners and their guests must keep events within the parameters of the Club Room. Guests are not allowed to use the Fitness Center facilities during a party or event.
  
- 7) The Concierge or Night Security Person reserves the right to enforce the Rules and Regulations of the Ellington.

I, \_\_\_\_\_, have received and read the rules stated above.

Date of Reservation: \_\_\_\_\_ Time of Reservation: \_\_\_\_\_

Homeowner: \_\_\_\_\_ Unit # \_\_\_\_\_ Date: \_\_\_\_\_

Ellington Representative \_\_\_\_\_ Date: \_\_\_\_\_