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NOTE: The following rules and regulations have been adopted by the Declarant and/or interim Board of Directors of the Condominium and are binding on all Unit Owners and any persons leasing a Unit as allowed under the recorded Declaration and Covenants, Conditions and Restrictions for the Condominium ("Declaration"). The following rules and regulations summarize and in some instances supplement or expand upon provisions of the Declaration. All parties subject to these rules and regulations are advised to carefully read the Declaration as it pertains to any of the following matters and to adhere to all requirements and guidelines set forth below and in the Declaration. Further, all parties subject to these rules and regulations are advised that the Declaration is the governing document for the Condominium, and in the event of any inconsistency between these rules and regulations and the provisions of the Declaration, the Declaration shall control for all purposes. If any question arises relating to the interpretation or application of these rules and regulations, the matter should be reviewed with the Manager as defined below, or, if necessary, with the Declarant and/or Board of Directors. These rules and regulations may be amended from time to time as deemed advisable by the Board of Directors.

## **1. UNITS**

### **1.1. Definition of Unit.**

The boundaries of the units are the walls, floors and ceilings of the units, including all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other material constituting any part of the finished surfaces thereof.

### **1.2 Use of Unit.**

1.2.1 The Condominium is intended for and restricted to residential use only, on an ownership or lease basis, and for social, recreational, or other reasonable activities common to such use, including use as a home office not involving use by nonresident employees or regular visits by customers or clients. Timesharing of Unit as defined in RCW 64.36 is prohibited.

1.2.2 Nothing shall be done or kept in any Unit or in any Common Element that will increase the rate of insurance on the property without written consent of the Board of Directors. Nothing shall be done or kept in any Unit or in any Common element that will result in the cancellation of insurance on any part of the property, or that would be in violation of any laws.

### **1.3 Maintenance of Unit.**

Each Owner is responsible for maintenance and repair of his or her Unit. Each Owner shall, at the Owner's sole expense, keep the interior of the Unit and its equipment, appliances and appurtenances in a lean and sanitary condition, free of rodents and pests, and in good order and condition, and repair and shall do all redecorating and painting at any time necessary to maintain the good order and condition of the Unit.

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1.3.1 Each owner is responsible for maintaining the internal temperature of their unit at or above 55 degrees F to ensure the proper operability of the fire protection system and the domestic water system.

1.3.2. No film or coating (reflective or otherwise) may be applied to any window, glass in door or skylight.

1.4 Rental.

1.4.1 Any lease agreement must provide that its terms shall be subject in all respects to the provisions of the Declaration and Bylaws and Rules and Regulations of the Association and that any failure by the tenant to comply with the terms of such documents shall be a default under the lease.

1.4.2 Permission to lease any Unit must be obtained from the Board of Directors or Manager in advance and may be denied if any requirements of the Declaration or these Rules and Regulations are not met. No lease may be for a term of less than twelve (12) months, nor may a lease be renewed or extended for a term of less than twelve (12) months.

1.4.3 No more than twenty percent (20%) of the Units (that is, no more than five (5) Units\_ may be leased at any time, and leases may not be approved or entered into in violation of this limit.

1.4.4 All Owners desiring to rent a Unit must have any tenant screened, at the Owner's cost, by a tenant screening service designated or approved by the Board of Directors and furnish the report of the tenant screening service to the Board of Directors or its designee prior to the Owner entering into a lease with the prospective tenant.

1.4.5 All lease agreements shall be in writing. Complete copies of all lease agreements shall be delivered to the Association before the tenancy commences.

1.4.6 Owners shall supply their tenant with a copy of the Declaration and the Rules and Regulations, and the lease agreement shall contain the tenant's certification that he or she has received these documents, has reviewed them, and agrees to be bound by them. It shall be the leasing Owner's sole responsibility to enforce the lease agreement and to ensure compliance with the governing documents of the Condominium, and neither the Board of Directors, the Association, nor the Manager shall have any responsibility or liability therefor.

1.4.7 Owners are responsible at all times for any damage to Common Elements or Limited Common Elements by the tenant whether or not the tenant was in violation of the lease agreement or of any rules or regulations. Rental of a Unit does not constitute a waiver or relinquishment of the Owner's responsibilities as specified in the Rules and Regulations, the Declaration and the Bylaws.

1.4.8 All tenants must fill out a registration form and file it with the Manager.

1.4.9 Off-site Owners shall supply the Manager with their mailing address and telephone number.

1.5 Signs.

No signs of any kind shall be displayed to the public view on or from any Unit, Limited Common Element or Common Element without the prior consent of the Board of Directors.

1.6 Sales.

At the time of the closing of the sale of a Unit, the Board of Directors or the Manager shall be notified of the name and address of the new owner.

**2. COMMON ELEMENTS (EXCLUDING LIMITED COMMON ELEMENTS)**

2.1 Definition of Common Elements.

The Common Elements are all portions of the Condominium other than the Units, including all portions of the walls, floors, or ceilings which are not a part of or within the Unit boundaries. The Common Elements also include any chute, flue, duct, wiring, bearing wall, bearing column, or any other fixture which lies partially within and partially outside the designated boundaries of a Unit which serves more than one Unit or any portion of a Common Element.

2.2 Use.

2.2.1 Each Owner shall have the right to use the Common Elements in common with all other Owners and a right of access from the Owner's Unit across the Common Elements to the public streets. The right to use the Common Elements extends not only to each Owner, but also to his agents, servants, tenants, family members, invites and licensees.

2.2.2 Barbecuing, outdoor cooking, or fires of any kind are not permitted in any Common Element other than a Limited Common Element assigned to the particular Unit. Allowable exceptions to this rule allow crockpot or sterno/candle/butane heated food in the garage or parking lot area during Board sanctioned events such as building-wide potluck dinners.

2.2.3 Children in Common Areas shall be supervised and shall not play in the stairways, entries or other common areas.

2.2.4 The lobbies, hallways, passageways, driveways and walkways shall be left unobstructed and use only for ingress and egress.

2.2.5 No private property shall be stored in the Common Elements. The parking spaces are limited to the parking of operative vehicles. The Board of Directors shall have the power to remove any item(s) it deems as inappropriate.

2.2.6 There shall be no smoking in any of the Common Elements, nor shall smoke or other odors be allowed from a Unit into the Common Elements.

2.2.7 Any damage, including undue soiling, caused to Common Elements by the homeowner or agents, tenants, or invites or the Owner shall be the responsibility of the Owner.

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2.2.8 No open food or beverage containers are permitted in any of the interior building Common Elements, except as provided below:

2.2.9 Use of Common Area Rooms

2.2.9.1 Common Area Rooms and furnishings are for the exclusive use of RMC residents and their guests and are available for use on a first-come basis.

2.2.9.2 Rooms are available for use between 9:00AM & 9:30PM

2.2.9.3 Rooms and furnishing may be reserved through the Manager who will post a notice on the door of the room to be reserved.

2.2.9.4 Common Area Rooms may be used for any RMCOA Board activity, resident's family/social gatherings, hobby activities, table games (not to include pool, billiards or similar noisy games). Any other potential events will need to be approved by the Manager.

2.2.9.5 The owner/resident utilizing the Common Area Room(s) is responsible for the adherence to all rules pertaining to use of such.

2.2.9.6 The owner is responsible for clean-up of the room (not limited to carpet, spot removal, counters, sinks, restroom, tables and chairs) within 24 hours of the use. If the manager determines that satisfactory cleaning is not completed, owners will be assessed the cost of professional cleaning plus an administrative fee of \$100.

2.2.9.7 Noise levels shall be kept reasonable at all times. Specifically, there are to be no loud noises (not limited to music, radios, stereos or TVs) emanating from the Common Area Rooms.

2.2.9.8 Food and beverage will be permitted within the confines of the Common Area Rooms only; no open food or beverage containers are permitted in any other of the interior building Common Elements, except at Board sanctioned events such as building wide pot luck dinners. Alcohol use is permitted in moderation within the confines of the Common Area Rooms and is the responsibility of the owner to monitor, control its use and address infractions.

2.2.9.9 No food or supplies can be stored in the room before or after the event; bottled water is an exception.

2.2.9.10 Tables and chairs may be borrowed and relocated to units or other common areas on RMC property for short term use, but cannot be removed from RMC premises for any purpose. The tables and chairs are to be returned following their use to the third floor Common Area Room and set up in the "as found" configuration. Owners are responsible to pay for any damage to RMC property during the transporting of tables and chairs. Any repairs will be approved by the manager and the associated costs plus an administrative fee of \$100 will be assessed to the owner.

2.2.10 Noise levels shall be kept reasonable at all times. Special attention shall be given to noise control during the hours of 10:00 p.m. and 7:00 a.m., especially in Common areas where noise is easily transmitted to nearby Units.

2.2.11 Flowerpots and other decorations may be placed beside unit entrances within the confines of the entrance "inset". Exceptions are those units that do not have an entrance inset (201, 202, 213, 214, 301, 302, 312 & 313) wherein flower pots and other decorations may be placed beside the unit entrance and between adjacent unit entrances provided residents of both units agree. Wreaths and other decorations may be placed on the common area side of unit doors.

### **3. LIMITED COMMON ELEMENTS**

3.1 Definition of Limited Common Elements.

The Limited Common Elements allocated to the Units and shown on the Survey Map and Plans are as follows:

- The parking space or spaces assigned to each Unit,
- The storage area assigned to each Unit, and
- Balcony and/or deck adjacent and allocated to each Unit
- The fireplace flue serving only one Unit

3.2 Use.

3.2.1 Each Owner shall have the exclusive right to use the Limited Common Elements allocated to the Owner's Unit.

3.2.2 Owners shall not dust rugs, etc. from the windows, decks, or clean rugs, etc. by beating them on the exterior of the building or shaking them.

3.2.3 A unit or tenant may not use a charcoal-type barbecue on a deck because of the possibility of burning through the waterproof deck coating.

### **4. EXTERIOR APPEARANCE**

4.1 In order to reserve a uniform exterior appearance of the building, no owner may modify the exterior of the building, or screens, doors, or other portions of any Unit visible from outside the Unit without the prior written consent of the Board of Directors.

4.2 No solar panels, radio or television antenna, satellite dish, or other appliances may be installed on the exterior and/or roof of the building without the prior written consent of the Board of Directors.

4.3 All curtains, blinds, draperies, or other interior window coverings for any Unit, including under-drapes and drapery linings, shall be supplied by, and at the sole cost of, the Unit Owner (other than

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Declarant), and all portions of such window coverings visible from outside the Units shall be white or off-white and Owners shall not replace the glass or screens in the windows or doors of the Units except with material of similar color and quality to those originally installed.

4.4 Through-the-wall and through-the window air condition units are not allowed.

4.5 Hanging garments, rugs, etc. from windows, decks and/or balconies are prohibited.

4.6 Flower pots, bird baths, ceramic figurines, etc., may not be placed in the Common Elements without the consent of the Board of Directors.

4.7 Owners/Lessees may not plant bulbs, flowers, shrubs, trees, or other landscaping in any Common Elements without the consent of the Board of Directors.

4.8 The Board reserves the right and authority to request the removal of any item(s) that it deems, in its sole judgment, to be inappropriate, and to cause the removal and/or disposal of those items at the risks and expense of the owner.

**5. NOISE/DISTURBANCES.**

5.1 Activity by Owners/Lessees or Owner's/Lessee's guests which might cause damage to other Units, buildings, landscaping, or any Common Elements are strictly forbidden and any such damage shall be the financial responsibility of the Owner.

5.2 No noxious or offensive activity shall be carried on in any Unit, Limited Common Element or Common Elements, nor shall anything be done therein which may be, or may become, an annoyance or nuisance to the other residents of the Condominium.

5.3 No other owner shall permit anything to be done or kept in the Owner's Unit, Limited Common Element or Common Element which would interfere with the right of quiet enjoyment of the other residents of the Condominium.

5.4 Care shall be taken when closing Unit doors so as not to let them slam shut.

5.5 No garage or estate sale shall be held at the Condominium or at any Unit and no advertisement shall be placed with a Unit address inviting the general public to a sale or event.

5.6 "For Sale" signs and other notices/advertisements may be posted on the bulletin board in the garage.

**6. TRASH DISPOSAL/RECYCLING**

6.1 Hazardous or toxic waste products (including' cans of paint) must be removed from the Condominium and properly disposed of by Owner. They must not be placed in the dumpsters or garbage cans or left in any Common Elements.

6.2 Lighted cigarettes, cigars, or any flammable materials must not be placed in garbage cans, dumpsters or recycling containers.

6.3 Kitty litter must be placed in a heavy plastic bag tied securely, and are carried directly to the dumpster by the Owner or Lessee.

## **7. PARKING**

7.1 Parking spaces are to be used for the parking of operable passenger motor vehicles and may not be used for parking trailers, boats, or recreational vehicles.

7.2 The Board of Directors may require removal of any inoperable or unsightly vehicle, and any other equipment or item not stored in parking spaces in accordance with this provision. If the same is not removed, the Board of Directors may cause removal at the risk and expense of the Owner.

7.3 Car repairs may not be permitted at the Condominium. This includes draining radiators and changing oil. The use of gasoline and/or combustible for cleaning or any other use is prohibited.

7.4 It is the obligation of each Owner to keep his or her parking stall free of grease, oil, waste, trash or other material which will result in an unsightly appearance or safety hazard. If an Owner fails to keep the stall clean, the Association may clean the space and bill the Owner for the cost of cleaning.

7.5 Parking stalls are not to be used for any kind of storage including automobile tires, gasoline, oil, bicycles etc., without the prior written consent of the Board of Directors.

7.6 The Owner of a Unit may rent a parking space (and/or a storage area) which is a Limited Common Element of that Unit only to the tenant of that Unit under a valid lease or to the Owner of another Unit in the Condominium. Any such rental of a parking space and/or storage area shall be terminated automatically and without notice upon the transfer of title of the Unit to which it is a Limited Common Element. Parking spaces and storage areas may not be rented to any other parties under any circumstances.

7.7 Owners desiring to charge electric powered vehicles must pay all engineering, design and installation costs (including permitting, inspections, material and metering/charging station(s)) in accordance with applicable building codes, good engineering practices and RMCOA Board approval. All installations, repairs, maintenance and servicing of the equipment and metering/charging station will be done by a licensed and bonded electrical contractor at the owners risks and expense. Additionally, the owner must agree that the electric power service be established in the owner's name and pay all electric power related charges. Verification of engineering calculations and authorities as well as the proposed design/drawings and placement of materials and metering/charging station(s) must be submitted to and approved by the RMCOA Board prior to commencement of installation. Following installation, and upon approval by applicable authorities, ownership of all installed material (but not the battery charger itself) will be transferred to and become the property of RMCOA. The metering station(s) will be considered a



limited common element assigned to the owner's Unit. The charging station will be considered the owner's personal property.

Owners may not use existing 120V electrical facilities/outlets in individual storage units or on walls of the garage for the purpose of charging rechargeable electric powered vehicles. This prohibition does not include the charging of batteries used in conventional powered vehicles.

## **8. PETS**

8.1 No more than one (1) small domesticated dog or cat (not exceeding a weight of twenty (20) pounds) may be kept as a pet by the Unit Owners of any Unit, subject to such reasonable rules and regulations as the Board of Directors may from time to time adopt. The Board of Directors, acting in accordance with any such rules and regulations, may require the removal of any pet which the Board finds disturbing other Unit Owners unreasonably, and may exercise this authority for specific animals even though other animals are permitted to remain. All other domesticated and non-domesticated animals of whatsoever kind or nature are strictly prohibited and may not be kept in any Units or anywhere in or upon the Condominium, nor may any animal be bred or used therein for any commercial purpose.

8.2 Residents shall keep their pet inside their Units. Pets shall not be allowed in Common Elements unless they are entering or exiting the building, at which time they must be on a leash or be carried.

8.3 Visiting pets are strictly prohibited.

8.4 Dogs shall be taken off the Condominium property for "relief trips" and all City ordinances must be complied with.

8.5 If any resident keeps a pet in his/her Unit, all care shall be taken required to insure that the pet does not disturb other residents.

8.6 Kitty litter shall be taken by the Owner or Lessee directly to the dumpster in securely bound plastic bags.

8.7 Damage by a pet to any part of the Condominium will be the full responsibility and expense of the Owner of the Unit involved.

8.8 Personal injury or damage to personal property caused by a pet is the responsibility of the Owner of the Unit involved.

8.9 Any outside facility for an authorized pet, such as a container or litter box, must be located within the Owner's Unit or in or upon the assigned Limited Common Elements for the Owner's Unit, and must be maintained by the Owner in a clean and sanitary condition without offensive odors, on a daily basis, and no waste products or food may be left in, either the facility or elsewhere on the property.

## **9. MOVES AND DELIVERIES**

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9.1 The Manager must be given forty-eight (48) hours advance notice of intention to move in or out of the building.

9.2 No door allowing access to the Common Elements may be left open and unattended during any move in or move out.

9.3 Move-In, Move-Out Fee and Procedure

A Move-In, Move-Out Fee and Procedure applies to household moves into and out of a Unit. This fee/procedure does not apply to normal deliveries of packages, or moves of individual/small groups of furnishings or appliances. As consistent with the Declaration and other Rules and Regulations the Owner is responsible for all damages incurred to RMCOA property during a move. The RMCOA Board President and/or Manager have sole authority to determine what constitutes a household move.

Fees: A fee of \$250 will be assessed to the owner of the unit involved and will be paid prior to any move-in or move-out. Of that amount \$100 is considered an administrative fee and is not reimbursable to the owner. \$150 of that assessment is considered to be a deposit against potential needed repairs. The owner is responsible for the total cost of repairs. Any unused amount of the deposit(s) towards repairs is reimbursable to the owner.

Procedure: Prior to a move the Manager (or designee) and the owner of the unit involved in the move will jointly inspect the common areas of the building along the expected moving path to identify and note any existing scuffs, scrapes, spots, or damages of any sort to walls, doors, carpets, the elevator, etc. Following the move the Manager and owner will again jointly inspect the same areas and note any "new" damages (those incurred in the move). If damages are noted to have occurred in the move the Manager will estimate (or have an estimate prepared of) the cost to repair the damages. If the repair estimate exceeds \$150 the Owner will make a deposit of the difference via check to RMCOA. If the actual repair cost is less than the estimate the Owner will be reimbursed the difference. If the actual repair cost exceeds the estimate the Owner will reimburse RMCOA the difference between the actual cost and the sum of deposits made towards the repairs.

## 10. MANAGEMENT

### 10.1 Entry to Units.

10.1.1 The Association and its employees may enter any Unit and the Common Elements allocated thereto (a) to undertake repairs, improvements, maintenance, or sanitation work deemed by the Board of Directors to be necessary in the performance of its duties, (b) to do necessary work that the Owner has failed to perform, or (c) to prevent damage to the Common Elements or to another Unit.

10.1.2 The Manager shall be provided with a door key and burglar alarm key for each Unit to facilitate access in an emergency. These keys will be kept locked up at all times and a coding system will be used for

tagging them. Owners may not alter or install new locks without immediately giving a new key to the Manager. If a key is not so provided and the Unit must be entered for an emergency or other such purpose, any cost incurred in gaining access to the Unit will be the responsibility of the Unit's owner.

10.1.3 As specified in the Declaration and Bylaws, the Board of Directors may appoint and arrange for a management company or other manager to manage the Condominium at the Board's direction. Wherever used herein, "Manager" shall mean and refer to any such management company or other manager that has been selected by the Board, or, in the absence thereof, shall mean and refer to Declarant for so long as Declarant is managing the Condominium under Declaration Section 7.02, and otherwise to the President of the Association.

## 10.2 Safety/Security.

10.2.1 All entrance doors are to be kept locked at all times and are not to be opened for unknown persons. Know ~~how~~ to whom you are talking before ringing someone in the lobby door.

10.2.2 Each Unit has been provided with two keys to the Common Elements. Additional keys can be secured from the Manager upon the payment of a \$100 charge for each key. The loss of any common elements key if security is compromised requires re-keying of all common areas throughout the building. The cost shall be paid for by the person or agency responsible for the lost key.

10.2.3 Injuries or accidents occurring on the Common Elements should be reported immediately to the Manager.

10.2.4 The Manager shall be notified of an extended vacancy of a Unit.

10.2.5 Any door-to-door solicitation or selling in the building by any resident, owner, vender or persons is strictly prohibited.

## 11. ASSESSMENT FEES

On or before the first day of each calendar month, each Unit Owner shall pay or cause to be paid to the treasurer or designated agent of the Association all assessments against the Unit for that month. Any assessment not paid by the tenth day of the calendar month for which it is due shall be delinquent and subject to a \$25.00 late charge, interest charge and collection procedures as provided in the Declaration.

## 12. COLLECTIONS POLICY

A collections policy was established by RMCOA Board resolution on 12/15/2012 and is incorporated into the Rules and regulations as ADDENDUM A to the Rules and Regulations. (See ADDENDUM A)

### **13. ENFORCEMENT**

13.1 Each owner, tenant or occupant of a unit shall comply strictly with the provisions of the Declaration, Bylaws and Rules and Regulations of the Condominium, as the same may be lawfully amended from time to time, and with all decisions adopted pursuant to the Declaration, Bylaws and Rules and Regulations. Failure to comply shall be grounds for an action to recover sums due, damages, or injunctive relief, or any or all of the above, maintainable by the Board of Directors, the Association's Manager, or by the aggrieved owner.

13.2 The Board of Directors, to enforce the Rules and Regulations, may levy a monetary fine in the amount of \$25.00 for the first violation, and \$100.00 for a second violation. Subsequent violation will be subject to fines or other appropriate action at the discretion of the Board of Directors. Any fine(s) shall be added to the monthly maintenance fee for the first month following the violation, and shall be enforceable in the same manner as is provided for the enforcement of maintenance fees.

13.3 The Board of Directors may give written notice of the violation, and state a reasonable period of time for correcting the violation. If the violation is not corrected within the time stated, the Board of Directors can itself make the correction, and any costs incurred in connection therewith shall be imposed on the unit owner and added to the monthly maintenance fee for the first month following the completion of the correction. Payment of such costs shall be enforced in the same manner as is provided for the enforcement of maintenance fees.

13.4 The Board of Directors will give the Owner involved notice and an opportunity to be heard as follows:

13.4.1 The Board of Directors will give the offending owner written notice of a hearing before the Board of Directors or a specially appointed committee or representative regarding the proposed action or fine. The notice shall include (a) a statement of the offence, (b) the proposed action and/or fine, (c) the date, time and place of the hearing, and (d) whether testimony of the owner must be oral, written, or both. The date of the hearing shall be at least five (5) days from the date the notice is delivered.

13.4.2 At the hearing, the affected owner shall have the right to give testimony as outlined in the notice, subject to reasonable rules of procedure established by the Board of Directors to assure a prompt and orderly resolution of the issue at hand.

13.4.3 Evidence presented at the hearing shall be considered in making the decision regarding fines or other enforcement action.

13.4.4 The affected owner shall be notified of the decision in the same manner in which notice of the meeting was given.

13.4.5 In addition, the Board of Directors can take any other legal action appropriate to remedy or penalize a violation of these Rules and Regulations, the Bylaws or the Declaration of the Condominium.

13.4.6 The Manager shall have the authority, and the duty, to enforce these Rules.

13.4.7 In enforcing these Rules, the Board of Directors may delegate its function(s) including the determination of whether a violation has occurred, and the remedy therefore, to an agent, including but not limited to a single, or group of director(s) or officers, or the manager.

13.4.8 Owners shall be financially responsible for all damages caused by their tenants or guests, and for any fines imposed as the result of conduct on the part of their tenants, guests or invitees. Any charge for damages or fines shall be imposed against the Unit, in the same manner as is provided for the enforcement of maintenance fees.

#### **14. COMPLAINTS/REPORTS**

14.1 Significant events and conditions which relate to the Common Elements, security, safety and the best interests of the Association shall be reported to the Manager or the Board of Directors.

14.2 Any significant communication or complaint should be registered in writing and directed to the Board of Directors to insure prompt and responsible action. Complaints should include all pertinent information.

#### **15. AMENDMENT/SEVERABILITY**

15.1 These Rules and Regulations may be added to, amended or repealed at any time by resolution of the Board of Directors, as provided in the Declaration. Final interpretation of these Rules and Regulations shall rest with the Board of Directors.

15.2 In the event any of these Rules and Regulations is deemed unlawful or unenforceable, it shall be excised from these Rules and Regulations and all other Rules and Regulations shall remain in full force and effect.

These Rules and Regulations were adopted as of this 27 day of January, 2003

DECLARANT

Richmond Manor Condominiums, LLC  
a Washington limited liability company

By: 

Paul M. Lee, Manager

**ADDENDUM A - COLLECTIONS POLICY**

**RICHMOND MANOR CONDOMINIUM OWNER'S ASSOCIATION  
BOARD RESOLUTION RE: COLLENTIONS**

At a special meeting of the Board of Directors ("Board") of the Richmond Manor Condominium Owners Association ("Association"), held on the 15<sup>th</sup> day of December, 2011, at the address of 1854 NW 195<sup>th</sup> Street, Shoreline, WA 98177 at the time 7:00 p.m. the Board states as follows:

**WHEREAS**, a meeting of the Board of Directors was convened at the time, date and location set out above;

**WHEREAS**, the Association Secretary/Treasurer, by signing below, attests that Board members were sent notice, or waived notice in writing or by attending die meeting, and that a quorum of Board members was present either in person or by conference telephone;

**WHEREAS**, timely payment of the Association's maintenance assessment and other charges of the Association ("Assessment") is crucial for the Association to operate effectively and efficiently. Assessments for common expenses are the obligation of every owner and are collected to pay for things such as upkeep of the property and operations of the Association which benefit all owners. Delinquencies can create cash flow problems which jeopardize the Association's ability to meet the purposes for which the Association is established as enumerated in the CC&R's and the Articles of Incorporation;

**WHEREAS**, to help ensure timely payment and provide owners advance notice of the consequences of delinquency, the Board finds that it is in the best interests of the Association to adopt administrative rules and regulations containing uniform and systematic procedures for the collection of unpaid Assessments;

**WHEREAS**, "Assessments" as used in this Resolution include all of the amounts chargeable under the Richmond Manor Condominium Declaration (the "Declaration"), its Bylaws, Rules and Regulations and at law, including but not limited to regular and special Assessments, fines, costs, interest, late charges, attorneys<sup>9</sup> fees and all other costs of collecting delinquent assessments;

**WHEREAS**, the Board's and Association's powers to take the actions set out herein are set out in the Washington Condominium Act (RCW 64.34 *et seq.*, the "Condo Act"), the Washington Nonprofit Corporations Act (RCW 24.03 *et seq.*), the Articles of Incorporation, the Declaration, and the Bylaws, including *but not limited to* the sections enumerated below;

1. RCW 64.34.304(1)(a) authorizes a condominium association to adopt and amend bylaws, rules, and regulations.
2. RCW 64.34.304(l)(b) and 64.34.360 authorizes a condominium association to adopt and amend budgets, and levy and collect assessments for common expenses.
3. RCW 64.34.340(1)(l) empowers the Association to impose and collect charges for late payments of

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- assessments, and, after notice and opportunity to be heard, levy fines for violations of the governing documents according to a previously established schedule.
4. RCW 64.34.364(13) authorizes an association to levy late charges and reasonable interest on delinquent assessments.
  5. RCW 64.34.340(1)(d) authorizes a condominium association to institute, defend or intervene in litigation in its own name on behalf of itself or two or more unit owners on matters affecting the condominium.
  6. RCW 64.34.340(1) authorizes a condominium association to impose and collect reasonable charges for the preparation of statements of unpaid assessments.
  7. RCW 64.34.340(r), (s) and (t) authorize the Association to exercise any other powers conferred by the declaration or bylaws, that may be exercised by a non-profit corporation and any other powers necessary and proper for the governance and operation of the association.
  8. RCW 64.34364(1) provides that unpaid assessments constitute a lien upon the unit from the date the assessment was due.
  9. RCW 64.34.455 provides for the award of reasonable attorneys' fees to the prevailing party in a claim for violations of the Condo Act or declaration or bylaws.
  10. Section 9.03 obligates owners to pay equal monthly assessments, which are due on the first day of the month or other reasonable manner the board shall designate.
  11. Section 10.02 sets forth procedures for enforcement of delinquent accounts, including requiring a discretionary 3-month security deposit any time an owner is more than 10 days delinquent, bringing suit on the personal obligation against the owner and for both judicial and nonjudicial foreclosure.
  12. Article VI of the Bylaws provides that the board of directors is charged with establishing and collecting monthly assessments and that rules may be adopted by the Board to effect collection of delinquent accounts.

NOW THEREFORE, the Board, with respect to the powers outlined above and in consideration of the Association's best interests, and after consideration and deliberation regarding the matters set forth herein, resolves as follows:

BE IT RESOLVED, that the attached Collection Policy is hereby adopted, shall become part of the Association Rules and Regulations effective immediately and shall supersede all previous collection policies resolutions.

BE IT FURTHER RESOLVED, that the Collection Policy shall be mailed to all unit owners to their unit addresses unless another address has been provided to the board of directors, in which case it shall be mailed to the designated address, by December 15, 2011.

DATED this 15th day of December, 2011. RICHMOND MANOR CONDOMINIUM OWNERS ASSOCIATION

By: Cheri Schuricht  
Cheri Schuricht, its President

ATTEST: The above resolution was properly adopted.

William R. Terry  
William R. Terry, its Secretary/Treasurer

## COLLECTIONS POLICY

of

### RICHMOND MANOR CONDOMINIUM OWNERS ASSOCIATION

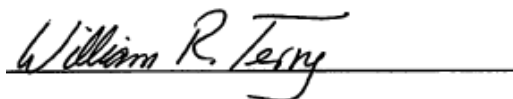
(Effective 12/15 2011)

1. **Assessments Defined.** "Assessments" as used in this Collections Policy include all of the amounts chargeable under this policy and under the Richmond Manor Condominium Owners Association's Declaration, as amended ("Declaration"), including, but not limited to, regular and special assessments for common expenses, fines, costs, interest, late charges, attorneys' fees and any costs or fees incurred in collecting delinquent assessments.
2. **Ledger.** The Board shall keep a ledger for each unit that accounts for all Assessments and any credits and payments.
3. **Common Expense Assessments Due Monthly.** The common expense assessments are due in equal monthly amounts on the first of each month. The common expense assessment is considered delinquent if not paid on or before the due date.
4. **Special Assessments.** In the event of a special assessment, payments shall be due as specified in the notices thereof sent to unit owners, and are delinquent if not paid by the due date.
5. **Late Charges.** If an Assessment is not paid in full on or before the 10<sup>th</sup> of the month in which the assessment became due, a late charge of \$25 will be assessed to the unit owner's account, and a courtesy delinquency notice may be sent to the delinquent Owner. Late charges will continue to accrue on the 10th day of each month that an account remains delinquent
6. **Interest.** The principal amounts of delinquent Assessments shall accrue interest at a rate of 12% per annum. Interest shall begin to accrue on the first day of the month immediately following the date the Assessment was due.
7. **30-Day Delinquency.** When an account has been delinquent for 30 days, the Association shall send notice to the delinquent owner by certified mail return receipt requested that states the amount of the delinquency, including any late fees or charges; demands payment within 30 days; and warns that if the delinquency is not cured, it may be turned over to an attorney for collections, wherein the costs of collecting the delinquent payment, including attorneys' fees will be added to the debt. In addition, when an account is 30 days delinquent, the Association may require a security deposit equal to three months' assessments, which shall become due upon 30 days notice.
8. **Referral to Attorney.** When an account has been delinquent for 60 days, the Association shall refer the delinquent account to an attorney or collection agent for collections, unless the Board chooses, for good cause, to delay this action. However, the Association may refer the matter to an attorney at any time when it learns of a potential or actual foreclosure or bankruptcy involving the unit or unit owners. **All costs of collecting the delinquent assessments\* including attorneys' fees, will be charged to the delinquent owner as assessments.**



9. **Attorneys Actions Authorized.** After the delinquency has been referred to an attorney or collection agent, all communication regarding the delinquent assessments must be with the attorney. The attorney or collection agent is authorized to take one or more of the following actions:
- a. Demand Letter(s) The Association's attorney or collection agent may send the delinquent owner one or more demand letters requesting payment, which may include a 30-day demand for payment and a 10-day demand for payment.
  - b. Lien Recording While the delinquent amounts constitute statutory liens from the date the amounts are due, the attorney or agent is authorized to record notices of liens against the property identifying the amount then delinquent. Delinquent owners will be assessed the cost of preparing and recording the notice of lien.
  - c. Lawsuit for Collection or Foreclosure: With the board's approval, the attorney is authorized to commence a lawsuit against the owners on the personal obligation or for foreclosure of the statutory lien. Non-judicial foreclosure is also authorized.
  - d. Post Judgment Remedies if the Association obtains a money judgment, the Board may pursue additional remedies, such as garnishments or property liens, upon the advice of counsel and in consideration of the Association's best interests.
10. **No Waiver.** Deviations from, or failure to act under this Collections Policy shall in no way constitute a waiver by the Association of any right to impose and collect Assessments or exercise any other right or remedy under the governing documents or at law. The Association reserves all legal rights under the governing documents and at law, including but not limited to the Washington Condominium Act (RCW 64.34 et seq.) and the Washington Nonprofit Corporations Act (RCW 24.03 et seq.).

This collections policy was adopted by the board of directors by resolution dated December 15, 2011, and mailed to all unit owners on December 17, 2011.



Name: William R. Terry

Secretary/Treasurer, Richmond Manor Condominium Owners Association