



## **Canal Station Condominium Association Community Rules**

### **Sixth Revision Approved February 2020**

*These rules are provided as a supplement to the Declaration and Bylaws but are not meant to relieve any occupant from the obligation to know the terms and conditions of the Declaration and Bylaws. All occupants must comply with any laws and regulations of local, state and federal authorities now in force or which may hereafter be in force pertaining to the use of the condominium property, including the building and parking garage.*

#### **1. General Community**

- 1.1 All communications regarding the condition and operation of Canal Station Condominium Association (“Association”) and any concerns regarding these rules, including any changes requested, shall be directed to the facility manager, office manager, or the management company retained by the Association.
- 1.2 No illegal use shall be made of the property in the condominium or surrounding property. Except for the retail and other commercial uses of the commercial units in the condominium or as otherwise provided in the Declaration, no commercial use may be made of any unit or common element in the condominium without the express written consent of the Board of Directors of the Association (the “Board”).
- 1.3 No activity shall be conducted on any part of the property that shall unreasonably interfere with the use and enjoyment of any other parts of the property.
- 1.4 Radios, televisions, stereos, etc., must be kept to a minimum volume, especially after 10:00 pm and before 8:00 am. Excessive noise is inconsiderate of others. Occupants shall be careful at all times not to disturb others with excessive noise, including noise from gatherings and parties. Noise associated with construction and remodeling shall be controlled to the extent practicable.
- 1.5 Any owner or tenant intending to be away from home for more than a week should arrange to leave with the facility manager, office manager or the management company a phone number where he or she can be reached, or the name and number of the person having a key to the unit, in case of emergency. The Board may designate one or more individuals who shall be given a key to each unit, the uses of which shall be confined to emergencies.
- 1.6 Guests, delivery personnel, employees, etc., will not be admitted to a unit without prior written authorization by the owner or tenant.

- 1.7 No smoking shall be allowed in any common elements of the condominium, including the parking garage. Residents shall take care not to allow odors to seep into the hallways from units, by using exhaust fans, placing a towel at the front door, etc.
- 1.8 No firearms (including air guns) are to be fired on the property.
- 1.9 No illegal or flammable materials may be stored in any unit or any parking space or storage area.
- 1.10 No hobby or business involving power tools or construction equipment that causes any vibration or noise that may be felt or heard in any other unit may be maintained in any unit.
- 1.11 Owners, residents and tenants of units are responsible at all times for the conduct of their guests, contractors, invitees and licensees and in assuring that their compliance with the Declaration, the Bylaws and these rules. Inappropriate behavior toward any resident or staff member is unacceptable.
- 1.12 Except for storage in specified areas described in the Declaration or these rules, bicycles, skateboards, roller blades and the like are not allowed in hallways, stairwells, sidewalks, elevators, garages, or the entry ways of the condominium and building, or in the driveways, paved areas or landscaped areas of the condominium.
- 1.13 Agents and employees of the Association or Management Company are not responsible for personal property left in their care or custody.
- 1.14 Parcels left over 72 hours (3 days) will be automatically returned, unless residents utilize the "hold feature" in their Luxer account. The hold feature shall only be used when residents are out of town.
- 1.15 Residents shall not allow others into the parcel room. Each resident shall sign into the room when picking up packages.
- 1.16 Residents are under surveillance in the parcel room. Residents must ensure the door is locked/latched behind them when leaving.
- 1.17 Additional door fobs and garage remotes may be purchased from the Business Office. However, no more than 5 door fobs and 3 garage remotes above the number of parking spaces allotted to the unit may be active at any given time.
- 1.18 The resident bulletin board is specifically for the sale or gifting of items, lost and found, unit sales/rentals or parking/storage rentals or sales etc., for this building only. Residents may not post signs or notices elsewhere in the community.
- 1.19 All complaints, concerns or suggestions shall be in writing and communicated by owners via email or hard copy through the office manager or through the website's Board and Committees Page. Board members are not obligated to acknowledge or respond to communications which bypass this process.

## **2 External Appearance of Common Areas**

- 2.1 The cost to repair any damage to any portion of the condominium that is caused by an owner or such owner's family member, guest, tenant, agent or employee shall be the responsibility of such owner.
- 2.2 No unsightly condition shall be permitted in, on or around the building containing the units or common elements. Unsightly conditions include, but are not limited to:
  - 2.2.1 Hanging of rugs, clothing, linens, etc. from or on unit decks or patios
  - 2.2.2 Litter, trash, empty boxes or other debris
  - 2.2.3 Broken or damaged furniture
  - 2.2.4 Dead plants, gear, weight lifting or other equipment
- 2.3 Window coverings must appear off-white when viewed from the exterior of the building.
- 2.4 Each owner shall maintain and keep his/her unit, and limited common elements relating there to, in good repair, neat, clean and in a sanitary condition at all times.
- 2.5 The lobbies, walkways, hallways, entrance areas, stairwells of the condominium and the building shall be kept free and clear. Storage of personal items is not allowed in, on, under or adjacent to these areas. No boxes, carts, or packages may be left in the halls or other common elements.
- 2.6 Doormats in the hallways or other common elements are prohibited.
- 2.7 Any lock or other common element needing repair should be reported to the staff immediately.

## **3. Air Conditioners**

- 3.1 The only air conditioners permitted, are those that sit entirely within the owner's unit and vent through an open window. All others are prohibited for reasons of exterior appearance, noise, water dripping from condensers and safety.

## **4. Reallocation of Parking Spaces or Storage Units**

- 4.1 The reallocation of parking or storage requires compliance with the condominium law RCW 64.34.228, our Declaration section 8.5.5 or 8.5.6 and this Rule. All these requirements, including the preparation and recording of a legal document ("Amendment") amending our Declaration, are solely the responsibility of the owners involved in the reallocation.
- 4.2. Reallocation requires written approval of the board of directors. To request approval the owners involved must prepare and submit the proposed Amendment to the board, together with the deposit required by 4.3 below. The board will not approve the reallocation unless it finds that the following requirements are met:
  - 4.2.1 The Amendment is in proper legal form to amend the Declaration and be recorded. If the board needs to have the Amendment reviewed by its attorney, the owners may be required to pay the attorney's fee.
  - 4.2.2 The Amendment contains each of the following:

- 4.2.3 A statement that Exhibit E to the Declaration is amended to the effect that Parking Space [or Storage Unit] \_\_\_ is reallocated from Unit \_\_\_ to Unit \_\_\_. The Amendment may not restate or attach Exhibit E.
- 4.2.4 A statement that the Amendment takes effect upon recording, and that except for the reallocation of Parking Space [or Storage Unit] \_\_\_ all other provisions of the Declaration remain unchanged and in full force and effect.
- 4.2.5 A statement that the owners making the Amendment represent to Canal Station Condominium Association that they are the sole owners of their respective Units, and that they have complied with all applicable requirements of RCW 64.34.228, and sections 8.5.5 and 8.5.6 of the Canal Station Declaration, and that they indemnify and hold harmless Canal Station Condominium Association against any claim, loss or damage arising from this Amendment.
- 4.2.6 A statement that the Board of Directors of Canal Station Condominium Association approved the reallocation based upon the representations of the owners making the Amendment, followed by a signature block for the Association president.
- 4.3. The Amendment must be properly signed, notarized and recorded by the owners. To ensure that it is recorded, the owners must pay the Association a \$200 deposit that will be refunded upon receipt of an official copy of the recorded Amendment.

**5. Automobiles/Parking/Storage Units**

- 5.1 The owner, tenants and other residents of a unit are limited to parking only the number of vehicles equal to the number of parking spaces assigned to such unit in the Declaration. Owners, tenants and other residents of units shall use only the parking spaces assigned to their unit. There are no guest parking spaces in the residential garage. However, permission may be obtained from an owner for its guest or contractor to park in any parking space assigned to that owner's unit.
- 5.2 There is no residential or guest parking allowed in the commercial / retail parking decks.
- 5.3 The speed limit within the parking garage is 5 miles per hour.
- 5.4 Only operational vehicles, including automobiles, motorcycles and mopeds, may be parked in an owner's parking space(s), provided that nothing extends over the side lines of the parking space or past the end of the sidelines into the driveway area. Except for the storage areas, the storage of any other items in the parking garage is prohibited.
- 5.5 Vehicle maintenance is not permitted in the parking garage.
- 5.6 Vehicles must be properly licensed and maintained in legal operating condition, including acceptable noise levels when operated. Any leaks must be immediately cleaned and repaired.

- 5.7 Violation of any parking rules, including improperly parked vehicles or unauthorized vehicles, may cause the vehicle to be immediately towed at the vehicle owner's risk and expense.
- 5.8 Unauthorized vehicles in an owner's assigned parking space may be towed only by the owner of the space. The owner must make towing arrangements, at the owner's expense, with the Association's authorized towing service, which is currently Lang Towing. In order to tow an unauthorized vehicle, the owner must present the Towing Authorization Form prescribed by this rule, to the towing service. The form must be signed by the owner and by the Association staff. Owners may obtain the signed form whenever staff is present and keep it for future use; it is not necessary to wait until the infraction occurs. The Association will retain a copy of each signed form.
- 5.9 The Towing Authorization Form will require the owner to agree to the following:
  - 5.9.1 If Association staff is present when the unauthorized parking occurs, the owner must immediately inform the staff of the make, model and license number of the vehicle so that the staff can attempt to contact the vehicle's owner.
  - 5.9.2 If staff is not present, the owner must inform staff of the make, model and license number after the tow is completed.
  - 5.9.3 Before towing, the owner must wait one hour after placing a notice on the vehicle stating that it is parked on private Property and will be towed at the owner's expense. This requirement does not apply to repeat offenses with the same vehicle.
- 5.10 Towing from an assigned parking space is solely the responsibility of the owner of the space, and the owner must indemnify and hold the Association harmless against any loss, claim or damage arising from the tow.
- 5.11 When entering the garage, stop and wait for the door to close (or for the person behind you to use their remote to re-open the door) before driving off. When leaving the garage door, if you are the last or only vehicle, wait for the garage to fully close before proceeding to your destination. Please be patient and neighborly when others are following this rule.

## **6 Bicycles**

- 6.1 All residents are required to register their bicycles. Registration is necessary so that we can provide and maintain adequate bicycle parking. Registration information may be picked up at Canal Station's Front Desk.
- 6.2 Once a bicycle is registered, the owner will be given a decal, which must be visibly placed on the bicycle bar.
- 6.3 Bicycle racks will be available on a first-come, first-served basis. You will NOT be assigned to a specific space. Bicycles may not be secured to railings outside of the garage level elevator landings, to any HVAC fans, to a fire sprinkler bleed valves, to gates of any kind or to any other apparatus that may be deemed as part of the buildings operational systems.

- 6.4 Bicycles are not permitted to pass through the lobby. All residents and guests must use the garage entrance to take their bikes to their units.
- 6.5 Staff should be notified regarding any bicycles that appear to be abandoned, are without a decal, or left in an improper location. Such bicycles will be confiscated pending the owner's payment of a fine. If the bicycle is not retrieved within 90 days of confiscation, the Board has the authority to sell or donate the bicycle.
- 6.6 All bicycles stored or parked in the garage/bike racks must be owned by a resident of the building.
- 6.7 Bicycles MAY be stored on the unit deck or balcony as long as they are unobtrusive.

## **7 Pets**

- 7.1 Residents shall be limited to two dogs or two cats or one of each per unit. Residents must register their pets by completing the form provided.
- 7.2 No pets shall be let off the leash, left loose or unattended within the condominium. Pets must be on a leash and under the direct physical control of an individual able to control the animal at all times.
- 7.3 Residents are responsible for cleaning up after their pets. Droppings must be wrapped or boxed before placing them in garbage cans. Pet litter must be double bagged before being discarded to prevent bag breakage and spills. Residents are responsible for keeping pet noise to a minimum. If an animal makes excessive noise after the Board has notified the owner, they Board shall require the animal to be removed from the condominium. Residents are responsible to control their pets, considering the health, safety, well-being and rights of all occupants. Only one written warning will be issued for any violation prior to any corrective action taken by the Board. After a repeated offense, any animal deemed a nuisance by decision of the Board must be removed from the Property.
- 7.4 Types of pets that are poisonous or otherwise dangerous or offensive in the opinion of the Board may be forbidden from the property.
- 7.5 Violation of any of the above rules will result in the contacting of King County Animal Control for removal of the pet at the owner's expense.
- 7.6 Pets shall not be allowed in the Business Center, Fitness Room, Sauna, Spa Enclosure, Community Lounge, Conference Room or Outdoor Patio Area.
- 7.7 Each owner is responsible for any damage caused by its pets and the pets owned by other occupants or visitors of the owner's unit.
- 7.8 Pets shall be fed indoors only. Food shall not be left or placed on the deck at any time.

**8**      **Decks and Patios**

- 8.1      Decks and patios must be kept neat and not used for miscellaneous storage. Bicycles may be stored on the patio or deck as long as they are unobtrusive; they may not be mounted in any fashion to the building.
- 8.2      Occupants must use extreme caution to ensure that nothing falls, is dropped, or is thrown from any part of the building. This includes cigarettes, trash or any other items. All items on the decks and patios must be secured in such a way to prevent accidental dislodgement.
- 8.3      Patio furniture may be placed on decks if not excessively heavy and will not cause any structural damage.
- 8.4      Fire, gas and electric barbeques are prohibited on the decks and patios.
- 8.5      Care must be taken in cleaning decks or plant watering so as not to permit dirt or water to run onto decks or patios below. Decks must be damp mopped. Other than from natural causes, no water may be allowed to drip from decks. Pots and planters must be self-contained and must catch all irrigation water. Owners who allow water to drip from their decks are responsible for the cost of cleaning all affected areas and other damages.
- 8.6      Conditions that are unsightly and do not conform to the general appearance of the building are prohibited. Anything that creates an unpleasant odor, drips, or leaks is prohibited.
- 8.7      Birdfeeders that use seed, sock, or suet are prohibited. Hummingbird feeders are permitted.
- 8.8      Deck tiles and any other material that could damage the surface of balcony or patio decks are not permitted. (also see 22.4)

**9**      **Garbage**

- 9.1      Each Occupant is responsible for his/her own garbage. All loose garbage must be properly wrapped in a disposable sack or bag and deposited in the garbage chute located on the occupant's floor or other container identified for such purpose. Residents shall comply with all recycling rules.
- 9.2      Items capable of being recycled including batteries and organic waste shall be placed in the appropriate recycle bins.
- 9.3      All boxes must be broken down, flat. Large boxes must be taken down to the blue bins in the first-floor trash room.

**10**     **Signs/Solicitations/Salesmen**

- 10.1     No signs of any kind will be allowed in the condominium except with the written permission of the Board.
- 10.2     No sales or solicitation of any kind are allowed in the building or common elements, except as permitted by staff in the mailroom.

## Use of Common Elements

### 11. Plazas

- 11.1 The plaza areas are for the joint use of all residents. Residents using the plaza areas do so at their own risk. The Association shall not be liable for any personal injury to residents, guests of residents or children.
- 11.2 Lighting of fireworks within the building, on the decks or patios, on the roof or on any of the plaza areas at any time is strictly prohibited.
- 11.3 Owners must clean up after themselves and leave the area ready for use by other residents.

### 12. Fitness Center

- 12.1 Individuals under the age of 15 must be accompanied by an adult resident all times.
- 12.2 Fitness center is for the sole use of residents and their guests.
- 12.3 All guests must be accompanied by residents while using the fitness center.
- 12.4 Equipment in the fitness center is to be used in accordance with the instructions at all times.
- 12.5 The users of equipment do so at their own risk of injury. The Association shall not be liable for any personal injury to residents or guests of residents.
- 12.6 Equipment weights, bar bell weights and hand weights shall not be dropped during or after use and shall be replaced into the appropriate racks when finished.
- 12.7 No food, glass or breakable containers are allowed in the fitness center. Pop cans or sports bottles for liquids are authorized for use.
- 12.8 Users shall clean the exercise equipment immediately after use.
- 12.9 Equipment in the fitness center is available on a first come, first served basis with a 30-minute time limit on any individual piece of equipment.
- 12.10 Pets are not permitted at any time in the fitness center.
- 12.11 Shoes and shirt are required at all times. The last individual in the room is responsible for closing all windows and doors, as well as turning off the television and lights
- 12.12 Television volume shall be set at a respectful level at all times; if occupants of an adjacent unit request lowering of the volume, fitness center users are expected to comply.
- 12.13 Report all malfunctioning equipment immediately to Canal Station.

### 13. Sauna

- 13.1 Users under 18 must be accompanied by an adult resident. Guests must be accompanied by a resident while using the sauna.
- 13.2 Use of the sauna is at the user's risk. The Association shall not be liable for any personal injury to residents or guests.



- 13.3 No food, glass or breakable containers are allowed in the sauna. Pop cans or plastic bottles for liquids are authorized.
- 13.4 Users shall be sure the sauna is ready for use by others when leaving.
- 13.5 The sauna is available to residents on a first come, first served basis.
- 13.6 Pets are not permitted in the sauna.
- 13.7 Clothing / Swim attire must be worn at all times in the sauna.
- 13.8 Users must provide their own towels.
- 13.9 Report any malfunction to Canal Station staff immediately.

**14. Spa**

- 14.1 Individuals age 14 and under must be accompanied in the spa by an adult resident at all times.
- 14.2 Use of the spa is at the user's risk. The Association shall not be liable for any personal injury to residents or guests of residents
- 14.3 No food, glass or breakable containers are allowed in the spa. Pop cans or plastic bottles for liquids are authorized.
- 14.4 The spa is available to all residents on a first come first served basis.
- 14.5 Pets are not permitted in the spa or spa enclosure.
- 14.6 Residents are responsible for adhering to the posted Spa Hours.

**15. Business Center**

- 15.1 The Business Center is for use of residents only.
- 15.2 Office equipment is available on a first come, first served basis. Computers may not be used for periods longer than one hour.
- 15.3 Food or drink is not allowed.
- 15.4 Pets are not allowed in the Business Center.
- 15.5 Residents are expected to provide their own office supplies. Paper is provided for those wishing to complete copy jobs of 10 sheets total or less. Residents are expected to provide their own paper when making any more than 10 copies total.
- 15.6 Unattended machines will be considered available for use.
- 15.7 No cell phone conversations or noise from external speakers. Residents are expected to provide their own headphones if listening to anything through the internet.
- 15.8 Abuse of machines and continued violation of the rules will constitute forfeiture of use for a period to be determined by the Board.
- 15.9 Report all machinery related concerns to the office staff.

**16. Community and Conference Rooms**

- 16.1 The community and conference rooms are for the use of residents and their guests only. Real estate agents, contractors, and other professionals visiting the building may not use the rooms for their business use.

- 16.2 The use of the community and conference rooms must be scheduled through the front desk at least 24 hours in advance. The reservation form and deposit checks must be given to the front desk staff when you make your reservation or your reservation will be canceled.
- 16.3 Hours and availability: the community lounge is open to all residents 24 hours a day, except when reserved for a private or Association function. The community lounge cannot be reserved on Major Holidays. The community lounge may be reserved between the hours of 9 a.m. and 10 p.m. Sunday – Thursday and 9 a.m. and 11:00 p.m. on Friday and Saturday. Your reservation must be only for the actual time you will use the room, including set up and clean up time. All events must end no later than the times listed above.
- 16.4 Reservation process and limit: The Canal Station Community Lounge may be reserved no more than six months in advance. Please make your reservations through the front desk in person or [officemgr@canalstation.org](mailto:officemgr@canalstation.org). Reservations are not valid unless confirmed in writing by the office manager. Reservations are taken on a first come, first served basis. Each condominium unit is allowed to reserve the community lounge but may have only one unused reservation at a time.
- 16.5 Cleaning and damage deposit: Once you have confirmed the date for your event through the front desk staff, you must provide a \$275 undated check for the cleaning/damage deposit. If you wish to reserve the conference room only, a deposit of \$150 applies. The deposit is required at the time of the reservation. Staff is unable to book or “hold” a date without a deposit in hand.
- 16.6 Maximum occupancy: The maximum number of guests permitted in the community lounge for a private function is 35.
- 16.7 Pets are not allowed in the community lounge or conference room.
- 16.8 Hosting requirements: The owner or resident reserving the room must be present for the entire function and is responsible for what happens at the event. If you will have 20 or more guests, you must provide a greeter in the lobby to help arriving guests check in with the staff and to escort guests to the community lounge.
- 16.9 Guest instructions for building entry: you are responsible for providing your guests with instructions to access the building. If the staff is at the desk, they will gladly assist your guests. If not, your guests must be able to contact you, or they’ll have to wait until the staff member returns. (NOTE: The conference room will be reserved when you reserve the community lounge to avoid any conflicting events..)
- 16.10 Noise & behavior: hosts and their guests are expected to be considerate of other residents and keep noise levels to a minimum. Live music or D.J. music is not allowed. Should the staff receive more than one noise complaint, your event will be terminated. Inappropriate behavior toward any resident or building staff member may result in forfeiting your privilege to use the community lounge or conference room for one year. Doors must be kept closed at all times.

- 16.11 Liquor policy: If fees will be charged or donations accepted when alcoholic beverages are to be served at the event, the host must obtain a banquet permit from Washington State Liquor Control to be posted in the community lounge during the function. If a gathering requires a banquet permit, reservation of the lounge must be made at least 72 hours in advance of the event.
- 16.12 Clean-up: you must clean up after your event. Do not leave bags of garbage or recycling in the community lounge or conference room after your event. Take all garbage to the garbage chute and recycling to the dumpsters on the first floor. Do not leave large items or recyclables that don't fit in the cans on the floor of the second-floor trash room. Remove your items from the community lounge refrigerator, especially alcoholic beverages.
- 16.13 A room inspection will be conducted at the beginning and end of your function to ensure the room is in the same condition it was prior to your event. If so, your deposit check will be returned to you within 48 hours. If the office is to be closed (IE: a Sunday Event) have a staff member walk the room with you before leaving the shift prior. If there are discrepancies that occurred during the night, simply take a photo and email it to the Office Manager. In the case of a Sunday event, staff will perform a walk through with you on Monday morning. If further cleaning is necessary, all cleaning and damage costs will be subtracted from your deposit, and the balance, if any, will be repaid to you within two weeks. If damage has occurred, or excessive cleaning is required beyond the amount of your deposit, further charges may be assessed. For cleaning purposes, the community room needs 30 minutes in between reservations.
- 16.14 Miscellaneous: The outdoor plaza, including the spa and grill, will remain open to all residents during your event. Please remind your guests to stay off the landscaping and private patios.

## **Alterations, Remodeling and Repairs**

### **17. Unit Repairs**

- 17.1 Repairs to a unit that are not paid for by insurance shall be solely the responsibility of the owner, except that the association will pay for repairs in excess of the master policy deductible if there was no fault on the owner's part and if the damage was attributable to fault on the part of the association. It is strongly suggested that owners protect themselves from any financial loss which may be a result of any accidents.
- 17.2 Whenever the association decided not to file a claim under the master policy, the association will pay the amount the master policy would have paid.
- 17.3 The association may repair a unit if the board determines that repair is necessary to protect common elements or limited common elements or to preserve the condominiums value, and if the owner fails to make the repair within a reasonable

time after written notice of the necessary repair has been delivered to the owner. If the repair was the owner's responsibility, the association must assess the owner for the cost of the repair. This notice procedure is not required in case of emergencies or when unit access is necessary to repair a common or limited common element. Water leaking from the unit onto common elements or other units always constitutes an emergency.

- 17.4 If the neglect or misconduct of an owner, or the owner's tenant, invitee, family member or pet damages a common element, limited common element or unit owned by another, the expense of repair, and any increase in the association's insurance premium resulting from the damage, shall be assessed to such owner.
- 17.5 In the event of a maintenance emergency, residents/owners shall immediately notify the front office. The staff may facilitate emergency mitigation services on an owner's behalf to limit damage to the condominium; owners may still be responsible for services provided. If invoices provided to the owner for payment are not paid to the vendor within 30 days, the invoice may be paid by the association and assessed to the unit account.

**18. Repair of Limited Common Elements**

- 18.1 The association will bear maintenance, repair and replacement expenses for limited common elements when such expenses are part of an association program affecting five or more units are necessitated by wear and tear. Any other maintenance, repair or replacement expenses will be assessed to the owners benefitted.
- 18.2 Owners must keep balconies, patios, exterior doors and interior window surfaces clean, keep weep holes clear, and must notify the association in writing if any other maintenance is needed for balconies, patios, windows or exterior doors. Each unit's windows and exterior doors are limited common elements. Exterior walls surrounding balconies and patios are common elements, not limited common elements.

**19. General Requirements Regarding Unit Alterations**

- 19.1 Any major alteration that affects structure, electrical or plumbing components requires prior approval of the association and must be scheduled in advance. The owner's application for approval and scheduling must be provided to the facility manager with a statement of scope of work, a proposed schedule and plans or drawings that define the work. If the facility manager is not certain whether the proposed work might harm the interests of other owners, he or she will refer the application to the rules committee with a recommendation.
- 19.2 Any changes to plans previously approved must be re-submitted for approval before those changes are commenced.
- 19.3 Any work that does not comply with these rules, any work that required approval but was not approved, may be stopped by the association and the association

may require that the unit be returned to its original condition at the owner's expense

- 19.4 No work may be done on the unit annunciator system (fire alarm speakers) connected to the main fire panel. If the system is damaged, repairs can only be made by a fire safety systems contractor selected by the association and paid for by the owner
- 19.5 Precautions must be taken not to disturb common area hallway smoke detectors, which can trigger fire alarms. When necessary, and if given adequate notice, the facility manager can disconnect specific detectors from the system.
- 19.6 All electrical work must be performed by a licensed, bonded electrical contractor who is insured to work on condominiums.
- 19.7 No fasteners of any kind may be driven into the concrete ceiling or floor unless approved by the facility manager.
- 19.8 No deck or patio may be altered in any manner without the prior written approval of the facility manager.

**20. Flooring Policy**

- 20.1 Any owner proposing to replace the existing flooring in a unit must comply with Article 5.9 of the Canal Station Declaration ("Compliance with Acoustical Standards")
- 20.2 Owners must obtain approval of the Board of Directors prior to the installation and must submit flooring and underlayment specifications and documentation sufficient to establish that the installation will comply with the Declaration. When necessary, the Board may require the owner to advance funds necessary to pay for acoustical testing.
- 20.3 Based on the report of acoustics experts retained by the Board, no replacement of carpet with hard floors of any kind will comply with the Declaration. Such replacements will not be approved.

**21. Requirements for Owners' Contractors**

- 21.1 Contractors shall be required to notify the facility manager if they encounter any evidence of moisture problems during the unit alterations
- 21.2 Contractors shall be licensed, bonded and insured to work on condos
- 21.3 Unless an exception is approved by the facility manager, all work (including moving materials and vacuuming) must be done between 9:00 AM and 5:00 PM.
- 21.4 Contractors and their employees and subcontractors shall not allow other individuals to have access to the building.
- 21.5 At the end of each work day, contractors must remove trash and vacuum any dirt and dust in the common areas (including elevators) caused by their work.
- 21.6 Contractors must protect walls, carpets, lights, artwork, and furniture in the common elements, including (when applicable) drip-clothed pathways to the elevators.

- 21.7 Owners are responsible for any damage to common areas or units caused by their contractors
- 21.8 Contractors and movers may use only the elevator designated by the facility manager.
- 21.9 Elevators must be protected from damage and cleaned after use.
- 21.10 Contractors and movers must use reasonable protection in the corridors. Other than corridor protection, nothing is to be leaned against the walls.
- 21.11 Owners must inform their contractors and workers of the location of the unit water shut-off valves.

**22. Control of Water, Humidity and Mold**

- 22.1 The association may prohibit any alterations to a unit or any limited common elements if such alterations or the intended use thereof would: cause any water damage to such unit or limited common element, any other unit, common elements or other portions of the condominium; create any risk of water intrusion or create any environment conducive to the growth or spread of mold; create any temperature or relative humidity variation within the unit or other portions of the condominium; or create any improper water vapor barriers or conduits.
- 22.2 Any landscaping kept upon a deck or patio shall not touch the exterior wall of the building and water shall not be directed toward the building in a way that results in it being trapped in close proximity to the building exterior.
- 22.3 Each owner shall promptly notify the facility manager as soon as any of the following are observed: areas of mold or growth; areas of standing water, discoloration, odors, peeling paint, buckled flooring, high ambient humidity, or problems with the HVAC supply or return lines; areas of water accumulation, puddling, ponding, flooding, rusting or leaks in the area of any plumbing, appliances, sprinklers, sprinkler heads, windows or doors; areas of water intrusion or suspected water intrusion into or from ceilings, bathrooms, kitchens, walls, doors, decks, patios or floors; improper or inappropriate repairs in a manner that could reasonably be expected to create a moisture problem; or defects in windows or door seals, or buckling or discoloration of door thresholds, or obstruction of drainage on any deck or patio.
- 22.4 Any installation of carpet or other materials which trap or redirect moisture on the decks or patios is prohibited. (also see 8.8)

**23. Moisture and Humidity Rules**

- 23.1 Vapor barriers such as wall coverings and carpeting may not be installed in kitchens, bathrooms or laundries without the approval of the facility manager.
- 23.2 No owner shall disconnect any component of the HVAC system, including bathroom, kitchen or laundry fans, or alter the supply/return vents or block any supply/return vents or otherwise impair, alter or affect the HVAC system.

- 23.3 Each owner shall maintain any indoor plants, terrariums, fish tanks, refrigerators, indoor air conditioners, dishwashers, sinks, toilets, tubs, humidifiers, water coolers and other water-containing items so that they do not create a moisture problem.
- 23.4 Owners may not accumulate any materials which food sources for mold are, such as cardboard boxes.
- 23.5 Each owner shall ensure all dryers are vented to the exterior along conduits provided in the building and shall keep lint traps and dryer vents free from lint.
- 23.6 No owner shall obstruct or otherwise block window weep holes, drains, gutters, or other means of water egress for the building or the decks or patios.
- 23.7 Each owner shall maintain all bath, tub and tile caulking in good condition and repair.
- 23.8 Any proposed water shut off that affects more than one unit, and any proposed alteration of a unit sprinkler system requires prior approval of the facility manager and must be done by a licensed plumber approved by the facility manager.

**24. Insurance/Damage**

- 24.1 An owner is liable for all costs arising from damage to units or common elements if the damage claimed was caused by his/her negligence or by his/her guests' or tenant's negligence. Such liability includes, if applicable, insurance deductibles and insurance premium increases on the master policy resulting from the damage.
- 24.2 The Association's insurance policy is intended for use on claims caused by common element facilities (e.g., common area plumbing problems, roof, etc.). Owners are advised to insure themselves against liability.
- 24.3 No owner shall repair any common element. Needed repairs must be reported to the facility manager immediately.

**Unit Rentals, Moving and Elevator Use**

**25. Leasing Residential Units**

- 25.1 Non-resident owners must keep the office manager and Management Company advised of their current address, telephone number and email address.
- 25.2 Leasing of residential units is subject to the provisions of the Declaration, rules, and policies of the association. All lease agreements must be in writing and for an initial period of ninety (90) days or more. Owners are responsible for the actions of the occupants of their units. If an occupant causes damage to common areas or violates the Declaration, rules or policies, the resulting costs or fines will be assessed against the owner. Before any tenant takes occupancy

and before any move-in may be scheduled, the owner must provide each of the following to the Association:

- 25.2.1 Signed copy of the lease
- 25.2.2 The move in/out fee, paid by check or money order. No cash.
- 25.2.3 Tenant registration sheet, signed and dated by each tenant (in the form approved by the Association).
- 25.2.4 Nationwide Sex Offender Database search for all occupants over the age of 18. Association may reject any occupant if the result indicates a possible threat to the security of the property or persons.
- 25.3 All Owners must inform the office manager of any changes to the lease or the information required on the tenant registration sheet and also if the unit becomes vacant and/or for sale.
- 25.4 Homes with exterior entries (units 103, 104, 105, 106), furnished dwellings where only suitcases are moved or guests (not immediate family) are staying in excess of 60 days are subject to a \$100 Registration Fee in lieu of the \$500 Moving Fee.

**26. After Hours and Sunday Moves or Staging**

- 26.1 Moving after hours or anytime on Sunday requires a minimum staffing charge of \$300.00 for the first 4 hours—in addition to the moving or staging fee which will be assessed to the unit owner’s account. Should the move or staging require more than 4 hours, time will be charged at an additional \$75.00 per hour. Time is not prorated, should your move require any time into the next hour a full \$75.00 will be assessed.
- 26.2 Sunday and after hours moves are scheduled solely on staff availability.
- 26.3 Since moving/staging fees and staffing charges are assessed directly to the owner’s account, it is imperative that there is good communication between the owner and tenant. As a precaution to protect owners from unexpected assessments, Sunday and after hour moves or stages may only be booked by the unit owner. (This also applies to all Sunday elevator reservations, such as light furniture loads; please plan accordingly.)

**27. Moving, Large Deliveries and Elevator Reservations**

- 27.1 Before moving in the primary resident of each unit must provide the following information:
  - 27.1.1 Names of all occupants;
  - 27.1.2 Phone and email of primary resident and emergency contact information;
  - 27.1.3 Make model, year and license number of each vehicle and each bicycle;
  - 27.1.4 Each pet’s description, license number and date of last rabies shot.



- 27.2 Non-Resident Owners must provide their current addresses, phone and email. The association must be notified promptly of any changes that occur in the above information.
- 27.3 All moves or staging must be pre-scheduled through the front desk or by emailing the office staff with the date and time slot request. If you require a longer moving period be sure to discuss this when scheduling your appointment. Moves or staging or elevator reservations which require a reservation of the loading zone must be scheduled no less than 72 business hours in advance. Elevator reservations where no curbside parking is necessary must be made a minimum of 24 business hours in advance.
- 27.4 Unscheduled moves, staging, or use of the elevator to move large pieces of furniture (individual items larger than a cart and over 50 pounds) without a reservation will result in a \$500 automatic fine assessed to the unit account, in addition to any other moving fees or staffing charges.
- 27.5 In emergencies, arrangements can be made with the front desk for the elevator to be padded, no less than 4 hours in advance
- 27.6 Staff will schedule elevator reservations for moving in the following time blocks: Monday – Friday: 9am – 1pm or 1pm – 5pm. Saturdays: 10am-2pm or 2pm – 6pm. Moves will not be scheduled, nor the elevator reserved, on Sundays or after hours without special arrangements and an additional minimum \$300.00 staffing fee.
- 27.6 On moving day, please report to the front desk 10 to 15 minutes prior to your scheduled start time so the staff can go over the move-in/out procedures and perform a visual inspection of the moving path to document any defects before and after you are done.
- 27.7 Moving vehicles will only be permitted to park in the yellow loading zone located directly outside the lobby entrance on Leary Avenue NW. Moving vehicles are only permitted to park in this area during their designated move-in time. There is no moving through the lobby of the building. All items must be taken through the P2 garage. Be aware there is no “staging area” in the garage; all spaces are owned and occupied by owners.
- 27.8 The building’s doors are not to be propped open (unless otherwise instructed) as this allows unrestricted access into the building. At the conclusion of each move, building management will confirm all doors are locked and there is no damage to the building. Please make sure all common area and exterior doors are closed behind you and leave the area secure whenever you are in the building.
- 27.9 Elevator #1 is designated for all moves and for transporting all large items. This elevator will be left in normal operation mode until you are ready to load your belongings. It is important to realize that if you have not completed your move within your reserved time frame, and another subsequent move has been scheduled, you will have to reschedule the remainder of your move

- at another time. So, schedule and use your time wisely. Elevator #2 must remain in normal operation mode at all times for passenger use only.
- 27.10 Staff will instruct you on how to operate the elevator during your move. Do not prop the doors open, as this may cause damage to the elevators. The elevator must only remain locked open while loading and unloading. Do not lock the elevator open for long periods of time when not in use.
- 27.11 Elevator padding will be installed on the elevator walls to protect the majority of the elevator from damage. Please take reasonable precautions to avoid damaging the floors and elevator doors. Whenever the elevator is being used to move large objects (individual items larger than a cart and over 50 pounds), whether it is one piece or a house full of furniture, the pads must be used.
- 27.12 Owners will be held responsible for any damages caused during the moving process. Damage to either your home or the common areas caused by moving are not covered as part of the moving fee. Please inform your moving crew that they will be held responsible for any damages. PLEASE remember to have the move in/out checklist performed by the staff BEFORE and AFTER your move.
- 27.13 All cardboard must be broken down and placed in the main trash room recycling bins located on Floor 1, outside the double doors of the lobby.
- 27.14 For residents using shipping and storage containers, "PODS", please schedule a minimum 72 business hours in advance so that the curb in front of the building can be coned-off for your containers. If containers are to be in front of the building longer than 48 hours, please make arrangements and notify building staff. Under no exception are these containers to be placed in front of the fire hydrant, crosswalk, on the sidewalk or next to the garage entrance; blocking these areas poses a safety hazard and is illegal. Please ensure that your company adheres to all city and state regulations and laws with your container placement. Violation is subject to \$250 fine per container, in addition to any fines imposed by the City.
- 27.15 Residents must be on site to facilitate deliveries of large furniture, etc.

## **Rule Violations, Fines/Fees and Due Process**

### **28. Grievance Reporting Procedure**

- 28.1 All alleged violations of the rules and regulations, Declaration or Washington State Condominium Act shall be reported in writing by UNIT OWNERS ONLY using the Violation Report/Concern Form (available at the front desk or on the Canal Station Website); alleged violation reports may also be submitted via email to the Office Manager. If submitting via email the following information must be included:

- 28.1.1 Date and Time of Incident
- 28.1.2 Complainant's Name and Unit Number
- 28.1.3 Offending Party's Unit Number and/or Name
- 28.1.4 Complainant's Phone Number
- 28.1.5 Location Incident Occurred
- 28.1.6 Nature of Complaint / Property Damage
- 28.1.7 Did Owner contact the offending party and attempt resolution?
- 28.1.8 Were Police Called? If so, Officer's Name and Incident #
- 28.1.9 Other Witnesses, if any
- 28.1.10 Any other pertinent information
- 28.2 Staff cannot accept or act upon verbal complaints.

29. Fees & Fine Collection

- 29.1 The Association may levy, assess, and collect reasonable fees for rendering services to occupants and fines, costs and late charges for violations of the Declaration or these rules. Each owner shall be liable for the fines assessed for the wrongful acts or omissions of all occupants of such owner's unit.
- 29.2 The schedule of fees to be levied is as follows:
  - Moving Fee (\$250 in / \$250 out – collected together at move in)  
\$500.00
  - Staging Fee (\$125.00 in/\$125.00 out – collected together at move in)  
\$250.00
  - Registration Fee (collected at the time of move-in but no more than within 60 days of move in) \$100.00
  - Staffing Fee for Sunday or after hours move or staging.  
This covers up to the first 4 hours, with \$75/hr for each additional hour.  
Time is charged by a full hour only and will not be prorated.  
\$300.00
  - Unscheduled Moves or Staging in addition to the moving or staging fee  
\$500.00
  - Unscheduled Shipping/Storage Container Delivery  
\$250.00
- 29.3 Owners will pay for garage remotes, door fobs, bike racks, bike rack installation and mailbox locks according to the schedule maintained by the staff.
- 29.4 The schedule of fines to be levied will follow the tier schedule below.

<b>Occurrence</b>	<b>1st</b>	<b>2nd</b>	<b>Subsequent</b>
First Tier	Warning Letter	\$50	\$100
Second Tier	Warning Letter	\$150	\$300

Second Tier violations are those which pose a threat to life, safety or Property. All others are First Tier. The office manager, facility manager and management company will jointly determine which tier is applicable to the violation.

- 29.5 Late charges: \$50 per unpaid month on assessments not paid by the 10th of each month. After the 10th of each month, the account will be considered delinquent.
- 29.6 All expenses of collection, including attorney fees, fees charged by the management company and collection service will be the responsibility of the delinquent owner.
- 29.7 In addition to the above schedules of fines, owners are responsible for the cost of repairing all damage, towing costs, and any legal fees or costs incurred by the Association to enforce violations or collect fines.
- 29.8 All fines are immediately due and payable and are subject to late fees and interest at rates established by the Board if more than 10 days' delinquent. Such amounts shall be added to the owner's next monthly assessment statement.
- 29.9 The right to assess fines and collect costs under this article is in addition to any other rights and remedies the Association may have at law or under the Declaration. Upon receipt of credible written information indicating a violation has occurred, the following actions shall be taken:
  - 29.8.1 On the first occurrence of any type of alleged violation, the staff shall deliver a written notice, by any reasonable means, to the last known address of the owner responsible for the alleged violation indicating (1) the nature of the alleged violation and the specific rule violated, (2) that subsequent or continuing violations will result in the assessment of additional fines.
  - 29.8.2 On the second occurrence (or if the first occurrence is continuing and remains uncured within a reasonable time) of any type of alleged violation, the management company shall deliver a written notice, by any reasonable means, to the last known address of the owner responsible for the alleged violation indicating (1) the nature of the alleged violation, (2) the date and circumstances of the first notice, (3) the amount of the fine assessed based on the above fine schedule and that such fine is immediately due and payable, (4) that subsequent or continuing violations will result in the assessment of an additional fine and (5) that, if the owner disputes the alleged violation or contests the imposition of the fine, the owner must send written notice of such dispute or contest to the management company 14 calendar days of the date the second notice was sent to the owner.
  - 29.8.3 On any subsequent occurrence (or if any prior occurrence is continuing and remains uncured within a reasonable time) of any type of alleged violation,

the management company may deliver a written notice, by any reasonable means, to the last known address of the owner responsible for the alleged violation in substantially similar form to the second notice as described above.

- 29.8.4 Notices of violation and any fine may be appealed by the owner to the Rules Committee by email or written to the office manager within 14 days of receipt of the notice or fine.

**30. Rules Committee**

- 30.1 The Board shall establish an “Architectural and Rules Committee” (aka “The Rules Committee”) which shall consist of three board members and the association’s office manager, serving as the non-voting administrative member. The members of the Rules Committee shall serve until their voluntary resignation, or until removed or replaced by the Board. Any dispute or contest received in writing within the required time shall be heard by the Rules Committee.
- 30.2 Upon a majority vote, the Rules Committee shall have the authority to waive or reduce fines or make other findings it deems appropriate and consistent with these rules in addressing and resolving such dispute or contest. Any owner’s request for variance from these rules, such as architectural changes or landscape enhancements which are not otherwise permitted, shall be referred to the Rules Committee. The Rules Committee shall have no authority to waive any continuing violations or approve variances from the restrictions in the Declaration or from these rules but shall make recommendations to the Board regarding such continuing violations or requested variances. If, at any given time, the Rules Committee is not formed, or if the members thereof are unwilling or unable to perform their functions thereon, the Board may act in its stead under these rules and may complete the disposition of any matter that has come before it in that capacity if the Rules Committee is constituted or its members become willing and able to act prior to the conclusion above.
- 30.3 The Rules Committee shall convene a hearing no later than 60 days after any written notice of a contest or dispute timely submitted. Prior to such hearing, the Rules Committee members shall engage in such fact finding and inquiry as they deem appropriate, including issuing written requests for information or requesting the presence of certain witnesses to attend the hearing. Rules Committee members shall exercise reasonable discretion in determining whether or recuse themselves prior to any hearing on a particular matter to ensure the hearing is conducted in a fair and impartial manner. A minimum of two members must be present to open any hearing; if at least two members are not available due to recusal or extended absence or unavailability, the matter may be submitted for resolution by the Board. 30.4 All hearings will be closed to the community and public,

although the petitioning owners and Rules Committee members may invite a reasonable number of witnesses relevant to the matters at issue to attend the hearing and provide testimony. The hearings will be conducted in an informal and non-adversarial manner according to any reasonable procedures established by the Rules Committee.

- 30.5 After hearing all of the evidence and allowing the owner to make his or her presentation, the Rules Committee members shall caucus in closed session to make its determination by majority vote of those members present at the hearing. The Rules Committee's decision may be postponed for no more than 10 days after the date of the hearing for any purpose, including the gathering of additional information or pending further deliberation. The Rules Committee shall provide a copy of its determination in writing to the owner and Board within 10 days after its decision and may include any findings which it deems appropriate and consistent with the rules. Such determination in writing shall be delivered, by any reasonable means, to the last known address of the owner, and shall be accompanied by written notice that the owner may appeal any adverse decision to the Board.
- 30.6 Any appeal of a determination issued by the Rules Committee must be submitted in writing to the Association Manager (Management Company) within 14 calendar days of the date of the determination was sent to the owner. The Board shall review each appeal on a case by case basis within 60 days after receipt of the appeal. The Board may request additional evidence and/or schedule a hearing, conducted according to any reasonable procedures it adopts, on any appeal, or may vote on the matter without consideration of any evidence or testimony other than the written record submitted by the appellant and the Rules Committee. Upon a majority vote of the Board, the Board may uphold, amend or reverse any determination of the Rules Committee.

### **31. Miscellaneous**

These rules are subject to change by action of the Board from time to time. Forms related to the rules and policies of the Association are available from the staff.