

## **Inner Harbor Village Condominium Association**

### **House Rules**

**August 11, 2023**

Inner Harbor Village House Rules promote and encourage a harmonious environment for Village residents. The House Rules incorporate common sense guidelines for condominium living, protecting common interest in property, and serving as an avenue for resolution of problems. The Rules are not intended to limit reasonable conduct.

Section 14.4 of the IHVCA CC&R's provides the authority to adopt House Rules, which carry the same weight as the CC&R's and apply equally to owners, tenants, guests and visitors to our community. Inner Harbor Village CC&R's, South Bay Community Association (SBCA) CC&R's and SBCA Design Standards shall prevail regarding any inconsistency with the House Rules.

The Board of Directors (BOD) will notify the offending parties in writing regarding any violations of House Rules. Unless the violation creates an emergency situation or immediate threat to the community, a reasonable time period of not less than five (5) or more than thirty (30) days shall be granted by the BOD for compliance with the rules. Penalties for non-compliance have been established proportionate to the severity of the violation.

#### **Access for Inspection, Repairs or Emergencies**

1. The BOD or its agents may enter individual units for inspection, repairs, or emergencies. Residents will be provided with advance notice and explanation for entry except in times of great emergency. Entry will be made with minimal inconvenience to residents.
2. Owners or residents leaving the area for 2 weeks or more must notify and provide entry availability to the BOD or local agent during their absence.

#### **Bird Feeders & Wild Animals**

1. Owners are limited to 3 bird feeders per unit. Feeders are not allowed on second story decks or balconies as bird debris and seed can fall to the patio of the unit below.
2. Hummingbird nectar feeders, suet cages, and metal or plastic tube seed feeders are permitted. Ground trays or hanging platform feeders are not allowed.
3. Casting seed on the ground or feeding raccoons and other wild animals are not permitted.
4. Area beneath feeders should be cleaned regularly to rake up spilled seed/suet debris that attracts rodents and squirrels. "No Waste" seed should be used in tube feeders to minimize ground debris.
5. BOD may require removal of feeders that contribute to pest control problems or are otherwise determined to be a nuisance to neighbors.

#### **Chimneys/Fireplaces**

1. Owners must maintain their fireplaces and chimneys in a manner that prevents damage or discoloration in the area of the chimney top surround.
2. Refrain from burning more than one artificial log or one with a paraffin binder at a time. Wet or resinous wood can cause a creosote buildup in the chimney which can result in a chimney fire due to

excessive heat.

3. Annual inspection and cleaning are strongly recommended if the fireplace is used.
4. Fireplace wood may not be stacked next to buildings. Check with BOD for designated area.

### **Contractors**

1. Vendors or contractors who perform maintenance, repair or replacement work on dwelling units, limited common or common areas must be currently licensed and insured and comply with the Association's Contractor Regulations. Proof of license and insurance must accompany the application to perform work.

### **Damage Responsibility**

1. Homeowners are responsible for all costs to repair damage to buildings or property caused by themselves, any occupant, guest, or contractor hired by the owner.
2. If it is necessary for the Association to correct damage caused by an owner, occupant, guest, or contractor, the cost will be added to the owner's quarterly assessment.

### **Decks, Patios, Porches, Railings and Entry Ways**

1. Residents objecting to any of the paragraphs below are encouraged to discuss the matter with the neighbor. Unresolved disputes can be sent to the BOD in writing for resolution. The BOD's decision in these matters is final.
2. In the interest of safety, all common areas used for passage (walkways, driveways, stairways, etc.) must be kept free of any object (flowerpots, furniture, etc.) that might impede passage. (See CC&R's Article 6 Condo Common Areas.)
3. Individual homeowners bear the responsibility for caring for any limited common areas such as patios, decks, porches, and railings immediately adjacent to their dwelling units. This includes painting, sweeping, washing, grease removal, keeping free of debris and unsightly items. Owners must also maintain these areas in good condition and must refinish or replace these elements before they become unsafe or unsightly. To replace decks, or railings, submit a Request for Approval, Maintenance, Remodel form to the BOD. The BOD must approve material and color.
4. Railings should be kept free of flowerpots or other items that could fall and cause injury or damage, or that may mar, stain or otherwise damage surfaces.
5. Residents of upper units must see that neither droppings from hanging plants, nor water or debris from plant maintenance or cleaning create an inconvenience for units below.
6. Any nail or screw holes in common area siding or trim must be repaired by the resident prior to resale, repainting, etc. Such holes must be kept to an absolute minimum.
7. Owners of units with shared porches may add furniture, plants and decorative articles that neighbors agree to and that do not detract from the overall appearance of the Village.
8. Except for areas specifically designed for storage, items will not be kept in common areas or on or under decks, porches, patios or stairways.
9. Holiday lighting is permitted from Thanksgiving through January 31. Attaching such lighting should not damage or create holes in building exteriors. All holiday lighting must be removed by January 31.
10. No hot tubs or wood burning fire pits are allowed on porches, decks, or patios.

## **Exterior Building Appearance**

1. The Inner Harbor BOD is responsible for the standard of appearance and condition of buildings and common/limited-common areas with respect to the necessity for and manner of maintaining, repainting, or decorating.
2. The BOD controls paint colors applied to buildings, including doors, railings, siding and trim.
3. Homeowners or residents may not modify or alter the color or material of the exterior of their unit without prior written approval of the BOD.
4. Plain white screen and storm doors are permitted.

## **Garage/Yard/Estate Sales**

1. Individual or group garage sales are prohibited. If sufficient interest is shown, the BOD will consider an annual Village-wide sale.

## **Heating and Cooling**

1. The installation of heat pumps and/or air-conditioning units is permitted. Submit a Request for Approval, Maintenance, Remodel form to the BOD. Allow 30 days for review and response. In some instances, installation may not be feasible.
2. Installation in all units requires notification of all neighbors who view the units, and permission from the BOD. The purpose of notification of the requested work is not to give the potentially impacted neighbor a "veto" right, but rather to encourage advance communication between neighbors, to help avoid or resolve possible "surprises" and/or disputes when the work is performed, if approved"
3. Owners are responsible for all costs associated with the purchase, installation and maintenance of the systems.
4. If any plantings are damaged or removed during installation, replacements in-kind will be the responsibility of the owner.

## **Hoses**

1. Water hoses must be stored inside of garages or properly coiled when not in use.

## **Insurance**

1. Liability Insurance on building exterior and common and limited common areas is provided by the Association.
2. Owners and residents are encouraged to purchase condo or renters' insurance to cover interior damage, personal belongings and deductible liability.
3. Owners and residents shall not permit anything to be done or kept in the unit or in common or limited common areas, which will result in or lead to increased rates or cancellation of insurance or is in violation of county, state or federal laws.

## **Interior Maintenance**

1. Owners are responsible for keeping the interior of their unit in good repair and condition.
2. Owners are responsible for the maintenance, repair and replacement of all interior elements, including appliances, floor coverings, plumbing fixtures, lighting and electrical fixtures, heating and cooling equipment, water heater, etc.
3. Dryer vents should be cleaned every **two** years. The BOD will obtain a bid for this to be done biannually and the homeowners will pay for the service directly to the company that cleans the dryer vents. The homeowner will provide the BOD with a receipt of completion.

## **Interior Remodeling**

1. Owners, at their own expense, may remodel the interior of their unit, including non-bearing walls, ceilings, windows, interior doors, etc. Describe proposed alterations on the Request for Approval, Maintenance, Remodel form and submit it to the BOD.
2. Modifications may not be made to unit interiors that change the external appearance, or adversely affect the structural integrity, or sound transmission. If installing wood or vinyl plank flooring in upper units in the fourplexes, the acoustical underlayment needs to meet the STC (standard transmission class) baseline of 45. Modifications may not be made to the mechanical or electrical or plumbing systems that diminish the viability or remaining useful life of any portion of the building.
3. Tools, equipment, and materials used during remodeling/construction must be stored in the unit and not in common/limited common areas.
4. Homeowners are responsible for: a) Cleaning messes, spills, leaks, or debris left in common/limited common areas. b) Reimbursing the Association for damages to common/limited common areas. c) Disposing of combustible and environmentally hazardous materials in compliance with environmental laws. d) Removal and proper disposal of paint cans, carpet, wood scraps, and other debris. e) Notifying adjacent neighbors of the removal schedule.
5. Remodeling/construction work causing noise, dust, fumes or clutter is only permitted between 8:00 AM and 5:00 PM, weekdays. The BOD may waive this requirement in special circumstances.
6. Vendors or contractors who perform maintenance, repair or replacement work on dwelling units, limited common or common areas must be currently licensed and insured and comply with the Association's Contractor Regulations. Proof of license and insurance must accompany the application to perform work.

## **Landscaping**

1. The association provides landscape service for all common areas.
2. All owners of units in a building may petition the BOD prior to changing the landscape around their building by completing the Request for Approval of Landscaping (refer to the Process for Landscaping on the IHVCA website). Unit owners are responsible for any and all costs associated with the change and proposed changes must comply with vegetation management guidelines of Jefferson County Shoreline Management plan.
3. Removal or limbing of trees is not permitted without prior BOD approval.

## **Late Fees**

1. Quarterly assessments are due and payable on the first day of each calendar quarter and will be considered past due thirty days from the due date. A late fee of \$25 will be assessed on any unpaid balance owing for each thirty-day period beyond the due date. Dues that remain unpaid for more than thirty days will be charged an additional \$25 plus interest for each month unpaid. Unpaid dues, late fees, interest and any related legal expenses may become a lien on the property. The interest rate assessed will be 18% per annum.

## **Leasing of Units**

1. Units may be leased in their entirety to a single-family tenant, provided such tenancy is not less than six (6) months to the same tenant. Leases may be renewed for a definite term or extended on a month-to-month basis provided that the same tenant will remain as occupant under the terms of the original lease.
2. Subletting is not permitted.

3. Leases must be in writing.
4. Prior to tenant occupancy, owners or their leasing agents must provide tenants with copies of the Inner Harbor Village House Rules and CC&R's, and provide the BOD with:
  - a. A signed copy of the lease
  - b. A signed Owner/Tenant CC&R and House Rules Compliance Agreement Form, available on the IHVCA website.
  - c. Full tenant information including names and emergency contact information.
5. Owners shall be held accountable for the actions of their tenants, tenant's family members and visitors, including any damage to buildings, common, and limited common areas. Leasing of a condo unit, with or without a leasing agent, does not constitute a waiver or relinquishment of the owner's responsibilities as specified in the House Rules and Inner Harbor Village CC&R's.

### **Member in Good Standing**

1. Members in good standing are members with no current rule violation and those who are no more than **90** days delinquent in the payment of any amount due to the Association unless a repayment agreement has been reached and is complied with. Members shall not lose their status as members in good standing unless the President of the BOD notifies them of the same; or they are more than 90 days delinquent in their payments, unless a repayment agreement has been reached and is complied with.
2. Each member in good standing has the right to a) apply for approval of permits for building and other plans and/or activities, b) participate in Association activities, c) serve on the Association BOD and its committees d) vote and e) appeal to the BOD any decision made by the association that adversely affects the member.

### **Noise and Nuisance**

1. No rubbish or debris of any kind is permitted on or near any unit that would render it unsanitary, unsightly, offensive or detrimental to any other property in the vicinity or to its occupants. No loud or disruptive noise, excessively glaring or bright lights, foul odors (including smoking and BBQ smoke or odors) or any other use or practice that annoys residents or interferes with the peaceful enjoyment or possession and proper use of the properties, or any portion of them, is permitted.
2. No exterior speakers, horns, whistles, bells or other sound devices except security devices used exclusively for security purposes, may be placed on any unit without the prior written approval of the BOD. Security cameras may only be directed toward the owner's property.
3. Owners, residents and guests shall keep noise to a level that does not disturb others, particularly between the hours of 10:00 PM and 8:00 AM. The BOD, in its sole discretion, shall determine the existence of any such nuisance.
4. Air-drying of personal articles (laundry, etc.) is not permitted if viewable by others.

### **Parking**

1. One off street parking area is provided for each condo unit.
2. Only properly licensed and insured operable automobiles, motorcycles and light pickup trucks are permitted. Light pickup trucks are defined as having no more than 4 standard wheels and a footprint no greater than ½-ton pickup.
3. Vehicles are not permitted to extend into the street.

4. If a conflict arises because occupants or guests prevent other occupants from occupying a space near their unit, the BOD reserves the right to request that the offending party move all but one of their vehicles elsewhere.
5. Vehicle maintenance such as changing oil, engine repairs, etc. is not permitted in common or limited common areas near their unit.
6. Owners and Residents are responsible for keeping driveways free of oil drips and debris.
7. Vehicles not regularly operated shall not be stored in common areas.

### **Pets**

1. Only a reasonable number of generally recognized house pets are allowed. Dogs and cats are limited to two each. Other usual indoor household pets in reasonable numbers are also permitted.
2. Pets must be leashed and under their owner's control in common areas.
3. Pet waste must be immediately removed from common areas.
4. Pet noise that disturbs, and behavior that threatens residents is not permitted.
5. Damage to common, limited common, or personal property caused by a pet will be repaired and/or replaced at the pet owner's expense.
6. Decks, patios, porches, and storage rooms shall not be used to kennel pets, tethered or not, nor are pets to be allowed to relieve themselves in these areas. No household pet shall be raised or bred for any commercial purposes inside or outside a unit.
7. The BOD shall be the final arbiter of the number and type of pets allowed and whether any pet(s) have become a nuisance.

### **Propane**

1. The installation of propane tanks is permitted if approved by the BOD.
2. Owners must submit a Request for Approval, Maintenance, Remodel form found on the IHVCA website, with tank placement and shrub screen plan for approval from the BOD. Installation in all units requires notification of all neighbors who view the units, and permission from the BOD. The purpose of notification of the requested work is not to give the potentially impacted neighbor a "veto" right, but rather to encourage advance communication between neighbors, to help avoid or resolve possible "surprises" and/or disputes when the work is performed, if approved
3. Tanks must be screened with shrubs at owners' expense
4. Any unit utilizing propane must have an operational propane detector installed inside the unit.

### **Residential Usage**

1. Units are to be used for residential purposes only.
2. Telecommuting and other home-based activities may be permitted, providing that no activity related to the in-home business is apparent to your neighbors, including customer traffic to your residence, signage, delivery of supplies, or non-residential sounds or odors.

### **RV's and Moving PODS**

1. Owners may park their Moving PODS for up to 10 days in their driveway or designated open parking for their building. Neighbors must be notified in advance by the owner.

2. Owners may park their RVs for up to 3 days in their driveway or designated open parking for their building for clearing and packing purposes. Neighbors must be notified in advance by the owner.

### **Sale of Units**

1. Units must be in full compliance with IHVCA CC&R's and House Rules at the time of sale.

### **Satellite TV**

1. Satellite dishes or TV antennas may be permitted at the owner's expense in a ground location approved by the BOD. Antennas and Satellite dishes may not be attached to a building. Owners at the time of sale are responsible for removing satellite dishes and antennas unless the buyer wants it. The new owner then becomes responsible for its removal upon disuse or sale.

### **Signs**

1. No signs are permitted without prior written BOD approval, a sign expressing a political message shall be based on considerations other than the political content of the message
2. Temporary "For Sale" or "For Lease" signs of a size and placement designated by the BOD and in compliance with South Bay Community Association CC&Rs are permitted. Signs should be placed discreetly by the dwelling's garage. Visibility of signs from neighboring units should be minimized. Signs cannot be installed without proper utility and irrigation location marking prior to installation.
3. Per RCW 64.38.034 of WA State Condo Association Laws: "The governing documents may not prohibit the outdoor display of political yard signs by an owner or resident on owner's or resident's property before any primary or general election. The governing documents may include reasonable rules and regulations regarding the placement and manner of display of political yard signs."  
No political yard signs are allowed in Common Areas only in Limited Common Areas. Such signs shall be no more than 24" x 24 in size. Political signs may be displayed for no more than 60 days prior to any primary or general election and must be removed within 1 week after said election.
4. National flags may be flown provided the location is approved by the BOD.

### **Speed Limit**

1. The speed limit on all Inner Harbor Roads is 10 miles per hour.

### **Trash Containers and Collection**

1. Covered trash containers provided by the local waste management company are required and may not exceed 35 gallons.
2. Trash containers must be stored in garages during non-collection periods.
3. Trash placed only in plastic bags for collection is not permitted.

### **Unoccupied Units**

When units are left unoccupied, particularly when residents are away seasonally or for extended periods, certain precautions must be taken to prevent damage to the unit or neighboring units:

- a) Maintain heat at 55°F and be sure all heat sources are free of obstructions.
- b) Turn off water at the resident unit shut-off valve and release water pressure in pipes. Some valves are inside the unit while others are outside.

c) When water is turned off to the unit, the water heater needs to be turned off at the electrical panel box in the garage to prevent damage to the water heater.

### **Window Coverings**

1. Window shades, blinds, drapes or other window covering material must be white as viewed from the street or exterior of the building.

### **Penalties for Violations:**

When the BOD or Property Manager discovers a violation of the House Rules or governing documents, a Notice of Violation will be sent to the owner as soon as is practical. The owner will be given a reasonable time period of not less than five (5) or more than thirty (30) days to comply with the rules based on the severity of the violation. If financial penalties are assessed, any payments received from the offending homeowner will be credited *first* to penalty assessments regardless of whether the violation is caused by the homeowner, their tenant or guests.

#### **First Notice:**

If, within the time period specified in the Notice of Violation, the violation has not been corrected or eliminated, the Association may impose a fine in the amount of \$50.00 against the Owner and his/her unit. The BOD shall give the owner written notice of the fine and the opportunity to request a hearing.

#### **Second Notice:**

If the violation is still not corrected within 20 days after the compliance date of the First Notice, the Association may impose a second fine up to the amount of \$250.00 against the owner and the unit. The owner will be notified in writing.

#### **Third Notice:**

In the event the violation is not corrected within 20 days from the date of the Second Notice fine, the Association may impose a third fine up to the amount of \$250.00 against the owner and the unit. The owner will be notified in writing.

#### **Additional Remedies:**

If the violation has not been corrected within the 20 days required by the Third Notice, the Association may impose a per diem fine against the owner and the unit in any amount deemed reasonable by the BOD. In addition to imposing fines, the Association may enforce the House Rules and other governing documents by any and all legal and equitable means, including engaging legal counsel. Also, in the case of safety, structural or external appearance issues where owners have not corrected violations after the Third Notice, the BOD may contract to have violations corrected and assess the owner for all costs incurred.