

700 West Seventh Avenue Condominiums

HOUSE RULES, ENFORCEMENT OF DECLARATIONS and FINES SCHEDULE

TABLE OF CONTENT

Amended 6/16/2022

TOPIC

PURPOSE	Pg. 2
PART A - HOUSE RULES	
I. CONDUCT OF OWNERS, LESSEES, AND GUESTS	Pg. 2
II. COMMON AREAS	Pg. 3
III. GARAGES	Pg. 3
IV. FRONT PARKING LOT	Pg. 4
V. PETS	Pg. 4
VI. TRASH DISPOSAL	Pg. 5
VII. RECREATIONAL FACILITIES	
COMMUNITY ROOM	Pg. 5
SWIMMING POOL	Pg. 6
VIII. INTERIOR CONSTRUCTION	Pg. 6
IX. SELLING, BUYING & MOVING	Pg. 7
X. LEASING AND RENTING	Pg. 8
XI. OFFICE BUSINESS	Pg. 8
PART B - ENFORCEMENT	
I. HOUSE RULES COMMITTEE	Pg. 9
II. COMPLAINT PROCESS AND ACTIONS	Pg. 9
FINES & LATE FEE SCHEDULE	Pg. 10
III. DUE PROCESS	Pg. 11
IV. DUE PROCESS HEARING RULES AND PROCEDURES	Pg. 11
PART C - ATTACHMENTS	
A. HOUSE RULES COMPLAINT FORM	Pg. 13
B. MOVE-IN AND MOVE-OUT GUIDANCE	Pg. 14
C. REGULATIONS FOR CONSTRUCTION/CONTRACTORS	Pg. 15

700 West Seventh Avenue Condominiums

HOUSE RULES, ENFORCEMENT OF DECLARATIONS and FINES SCHEDULE

Amended and approved: April 23, 2008, January 19, 2012, November 30, 2012, May 20, 2013, June 11, 2019, September 10, 2019, January 16, 2020, April 16, 2020, September 17, 2020, and *June 16, 2022*.

PURPOSE

This document was created to promote harmonious living at the 700 Seventh Condominium building. Our Declarations along with the House Rules, have the specific intent of creating an environment that protects all residents from nuisance and disruptive behavior, as well as physical damage to the building and common areas as a whole. The underlying tenet of the Declarations and House Rules is that all owners, residents, tenants, and lessees are responsible both personally and financially for their conduct and actions while living in the condominium. These House Rules at no time supersede any portions of the 700 W. 7th Homeowners Association's Declarations (CC&Rs).

PART A - RULES

I. CONDUCT OF OWNERS, LESSEES, AND GUESTS

- A. Homeowners are responsible for any damages, legal costs, and fines incurred, including damage done by their tenants or guests. Owners are solely responsible for providing copies and/or an understanding of the Declarations and House Rules to residents, tenants, lessees, and guests.
- B. Owners, tenants, and lessees are responsible at all times for the conduct of their family and guests. Resident children under 14 years of age need to be under the supervision of an adult owner or resident when using the recreational facilities. Children younger than 18 years of age may not act as hosts to other children when using the recreational facilities.
- C. Owners, tenants, lessees, and guests are expected to refrain from annoying, loud, and offensive activities or behavior in the building and common areas. Special attention shall be given to controlling noise during the hours of 10:00 p.m. through 7:00 a.m. Every resident should use consideration at all times to alleviate problems that may be caused by excessive noise. No boisterous activity or loud talking is permitted. Loud electronic audio equipment or musical instruments shall be kept to a level that does not disturb other residents. The operation of noisy appliances such as vacuum cleaners is to be avoided during this quiet period.
- D. Offensive, bullying, or threatening behavior or actions directed toward or against other owners, staff, or guests are a serious House Rules violation and upon investigation, could be subject to fines, restriction of building privileges, and possible legal action. (HOA members who experience such behavior are asked to file a written complaint with the Building Manager so the incident(s) can be investigated.)
- E. To maintain the security of the building, all residents entering the building through the main entrance or garage doors should not allow unauthorized and unknown persons to enter with them into the building. For safety's sake, residents on foot should use the main entry doors and not the vehicle entrance to the garages. Do not prop open exterior doors for any reason, so that our building remains secure.

II. COMMON AREAS

- A. Common Areas are meant for the use of all owners, residents, and guests. Any and all damage by owners, lessees, or guests to any part of the building or grounds deemed to be common to all residents will be the owner's responsibility, both personally and financially as stated in the House Rules.
- B. For the safety of all, resident children and guests are not to play in the elevators, parking areas, driveways, corridors, stairwells, or in any other area that may be unsafe or result in damage to the property. Children under the age of 14 are to be supervised by an adult while on the property, in recreational facilities, and accessing common areas.
- C. No personal belongings or private property is to be stored in the common areas. The Board of Directors shall remove such items it deems inappropriate at the owner's expense.
- D. For the environmental comfort and health of the 700 W. 7th Condo residents, we ask that owners and residents who exercise their right to smoke, also are mindful of the possible impact of regular and consistent smoking in balcony areas and within individual units. Although smoking is an individual right, it may also be considered an annoyance or nuisance as per our Declarations. (CC&Rs Sec. 11.11 / Pg. 25).

As an employer in the State of Washington and in accordance with Washington State RCW 70.160.075, and for the health and comfort of all employees and residents, the 700 W. 7th Condo Homeowners Association forbids smoking in the following areas:

- Within 25 feet of all entry and exit doors within the property boundaries of the 700 W. 7th Condominiums.
- In the Community Room and the two surrounding patio areas.
- Within the Pool area and surrounding fence boundaries.
- In individual elevator lobbies and on individual floor access walkways.
- In the G1 or G2 garage area and within 25 feet of all garage entry doors

III. GARAGES

- A. Residents are to park in the stall(s) designated for their individual unit or units. No double parking is allowed. Please park within your designated stall. The driveway areas must be kept clear for fire trucks and other emergency vehicles. For that reason, no vehicle shall park in the garage entry area or driveway, with the exception of those listed in Section VIII of these House Rules. Violators may be towed and impounded at the owner's expense.
- B. In an effort to keep the garage area safe and orderly, personal belongings, flammable or hazardous materials, or other private property are not to be stored loosely in parking stalls. The exceptions to this will be bicycles, small carry carts, and seasonal tires. One commercially purchased storage container or cabinet (150 Gallons in size or less. See office manager for approved storage containers) can be placed in the vehicle stall. The container must be placed in the front of or against the side wall of each parking stall (Not between vehicles). All items should be locked and secured to prevent theft.
- C. For the safety of all, residents are to stay to the right and yield to all vehicles entering the garages. Please use extreme caution upon entering and leaving the garages. The speed limit is five miles per hour throughout the garages. Headlights should be on when driving in the garages.

- D. When doing repairs to vehicles, owners are encouraged to seek off-site repair options. It is the responsibility of the owner, lessee, or resident to take proper precautions when draining fluids, working with chemicals, or making vehicle repairs. Any damage to the garage area or other property caused by spills or when making repairs will be the personal and financial responsibility of the owner. All fluids (oil, anti-freeze, etc.) must be disposed of properly off the premises. They are not to be disposed of in the storm drains, dumpsters, or on the grounds. The use of gasoline or other combustibles for cleaning is prohibited on the property.
- E. No automobiles, trailers, boats, motorcycles, or campers are to be permanently stored on the premises. All automobiles, trailers, boats, motorcycles, or campers parked in the garage must be operable, uninhabited, and fit easily within the parking stall without infringing on an adjacent parking space. After a written warning to the owner, the Board of Directors shall have the right to remove any vehicle from the premises that is deemed unsightly, a hazard, or a nuisance. A notice will then be placed on the vehicle for at least 48 hours prior to removal at the owner's expense.

IV. FRONT PARKING LOT

- A. The parking lot in front of the building is for visitors, contractors, and delivery vehicles. Homeowners, lessees, and residents are encouraged not to park overnight in the front lot. Homeowners, lessees, and residents should only use the front parking lot for short-term parking and use their parking spaces in the garage to free up spaces for visitors during the day. Vehicles that are deemed to be parked overnight in the lot are in violation of this rule. A warning notice will be placed on their windshield and after one warning, a violator may be subject to a fine in accordance with these House Rules.
- B. Visitors parking overnight must have a visitor's parking pass placed on their dashboard identifying the condo unit they are visiting. Visitor parking passes can be obtained from the office. If a guest is staying for more than three days, the Building Manager must be notified and made aware of the length of the visit. An extended visitor's parking pass will be issued for the time required. After a written warning for not displaying visitor or extended stay parking passes, the owner of the unit may be subject to a fine in accordance with the House Rules. *The Building Manager will keep a list and assist those wishing to rent an available space in the garage.*
- C. During the potential snow season, it is the owner or lessee's responsibility to be aware of overnight snowfall when an accumulation requires the parking lot to be plowed. All vehicles parked in the front lot overnight need to be removed from the lot by 6:30 a.m. to facilitate plowing. After one warning, a fine will be issued in accordance with the House Rules. The fine will be placed against the unit involved and will be charged to the owner's monthly Condo Association dues for collection. If the violation becomes habitual, the person's parking privileges may be revoked.

V. PETS

- A. Animals deemed illegal to possess under local, state, or federal law are prohibited. Animals that have been determined by the Animal Control Authority, or an Insurance Company, to be uninsurable by an admitted Insurance Carrier in the State of Washington, or which are deemed to be a danger to other residents, will be required to be removed from the property within 48 hours of notification.
- B. All dogs must be on a leash and attended by a person when outside of a resident's unit. Any unattended animals may be removed by an animal control authority at the owner's expense.

- C. Pets must be taken off-premises or to an HOA-designated location to relieve themselves. Owners are responsible for cleaning up after their pets. Pet waste is to be disposed of in an outside waste bin. No pet waste is to be disposed of in a trash container located in the lobby or garage elevator hallways.
- D. As per Health Department regulations, pets are prohibited at all times from the pool, pool area, and surrounding landscape.
- E. Any resident keeping a pet shall ensure that the pet does not disturb other residents. All noise and nuisance complaints will be treated as all other House Rules violations with the addition of possible removal of the animal from the premises for continued violations. Removal will be within three days of final written notice. This rule is observed regardless of when the animal was obtained.

VI. TRASH DISPOSAL

- A. Garbage is to be placed in a paper or plastic bag before depositing in the dumpster. Do not leave any materials or trash outside of the recycling bin or dumpster, as the city charges extra for these pick-ups.
- B. All eligible recyclable material is to be placed in the recycling bin. **Plastic bags are not recyclable and are to be placed in the dumpster.** Cardboard boxes and cartons must be broken down or flattened and placed in the proper bin or in the dumpster if it does not fit in the recycling bin.
- C. Christmas trees are not to be left in the trash area or placed in the dumpster. Owners are responsible for recycling or disposing of trees off the premises at their own expense.

VII. RECREATIONAL FACILITIES

COMMUNITY ROOM

- A. The Community Room Hours are from 8:00 AM to 10:00 PM daily. The north side patio area is closed for use after 9:00 p.m. The east side patio is available until 10:00 p.m.
- B. Use of the Community Room for private parties requires a reservation entered into the reservation book located in the Community Room. Under no circumstances may the party size exceed 50 people without special approval by the Manager. The responsible resident must host the event and must be present. A resident may not sponsor a party or event to be hosted by a non-resident.
- C. The host and caterer must contact the office for instructions on the use of furniture and setting up food and beverage service. Decorations must be approved by the office, as some items are not allowed, and others create special cleaning problems for which there is a fee. Before, during, and following the time of the event, the front door is to remain closed and locked to maintain building security. Party items are to be kept inside the Community Room and furniture is not to be taken outside.
- D. Noise must be contained within the reserved area. Any excessive noise audible outside this area is a violation of the house rules. The resident host is responsible for the conduct of guests during the time the room is in use. Guests must comply with state and local regulations, as well as with these House Rules. Violation of any rules or regulations may result in the immediate closure of the facility and restrictions from further usage.

- E. Immediately following the departure of guests, the host is expected to remove all decorations, supplies, food, trash, beverages, dishes, glassware, and debris. The Community Room tables and chairs are to be replaced in their original location. Large bundles of trash are to be disposed of by the caterers or host. Clean-up time must be allowed so that the cleanup is completed by 10:00 p.m. If excess cleaning is required for spills, stains, or other damage, a cleaning fee will be charged to the host.
- F. The Board of Directors reserves the right to deny a resident's request for the exclusive use of the Community Room based on any previous House Rules violations when using the facility.

SWIMMING POOL

- G. Swimming pool hours are from 8:00 a.m. to 10:00 p.m. daily when the pool is in operation. Early and late swimmers shall keep noise to a minimum.
- H. Use of the swimming pool is at your own risk. There is no lifeguard on duty. City and state rules, as displayed at the pool, must be followed. The life preserver ring and pole are to be used only in the case of an emergency and not used as toys.
- I. Swimwear or appropriate clothing must be worn at all times. For safety's sake, footwear should be worn to and from the pool area. To prevent damage to the filter system, cut-off jeans or other similar garments with frayed edges are not permitted in the pool. For the same reason, persons wearing hair rollers, bobby pins, clips, or barrettes are not permitted in the pool. No glass containers or other breakable material is allowed in or around the pool.
- J. No person shall use the pool having skin lesions, open sores or inflamed eyes, mouth, nose, or ear discharges, or are known to be carriers of any communicable disease. Urinating, expectorating, blowing the nose, or depositing any deleterious matter in the pool is prohibited. In addition, babies in diapers are strictly forbidden in the pool.
- K. No more than four guests per unit may use the swimming pool at any one time. Use of the swimming pool area for private parties is prohibited and owners, lessees, or adult residents must accompany and supervise all guests while at the pool.
- L. Children under the age of 16 must be supervised by an adult resident at all times when using the pool. Resident children under the age of 18 may not act as hosts for guests when using the pool. Violators of the rules governing these areas are subject to the loss of privileges.

VIII. INTERIOR CONSTRUCTION AND REMODELING

- A. All interior construction and remodeling activity that involves the removal or demolition of interior walls, drywall, bathroom fixtures, or flooring, requires coordination and prior scheduling approval by the Building Manager. All projects that involve the altering of the building structure (floors, walls, or ceilings) must have approval from the Board of Directors prior to work beginning. The form "Procedures and Regulations for Contractors, Subcontractors and other Personnel" must be filled out and turned in to the office, and all fees paid before construction or remodeling begins. Interior decorating changes such as carpeting, tiling, and painting need not have this form completed. The work hours for all contractor activities are from 8:00 a.m. to 5:00 p.m., Monday through Friday. Homeowners, doing personal interior decorating or remodeling work that creates excessive noise will be limited to weekends between 10:00 am. and 3:00 pm on Saturday and Sunday. No construction, remodeling, or interior decorating of any kind is allowed on holidays.

- B. Contractors may park in the driveways as long as traffic flow in and out of the garages is not impeded. Contractors may use the tenant's garage parking space for the day, as long as the security of the building is not breached.
- C. No debris from remodeling projects may be placed in or around the dumpster, recycling bin, or common areas. Construction waste is to be disposed of off-site.
- D. FLOORING: Replacement of flooring with new materials within an individual unit, specifically in living rooms, dining rooms, bedrooms, and hallways with material other than the *original flooring material* at the time of construction (wall-to-wall carpet) shall require the approval of the Unit owner living below, if there is any. Permission from the owner living below is required as per the CC&Rs (Section 11.4.2) and a written agreement shall be created and signed between the two condo owners. A copy of the written agreement shall be provided to the condominium office for future record. Verbal agreements are not legally binding or enforceable.

Sound Reduction Standards: Condo owners who have obtained written permission from the owner below to replace *original flooring material* in a bedroom, hallway, living room, or dining room with a hard surface flooring material such as wood, tile, or laminate, must use a product and/or underlayment that together or individually meets or exceeds the *IIC STC rating of at least 60 dB. (superior).

Note: **Original Flooring Material* is defined as materials or like materials installed at the time of construction in the same space designated in the original floor plan.*

* IIC - Impact Insulation Class, STC- Sound Transmission Class

IX. SELLING, BUYING & MOVING

- A. An owner intending to sell their unit shall notify the Building Manager of the listing. Upon sale of a unit, the Building Manager shall have the right to notify the closing agent of any unpaid assessments and charges outstanding against the unit.
- B. Real estate agents must remain with their clients at all times during the sale process. No soliciting or unauthorized real estate flyers shall be allowed in the building.
- C. Moving in or out for delivery of furniture and household goods is permitted from 8:00 a.m. to 5:00 p.m. on weekdays and from 10:00 a.m. to 5:00 p.m. on Saturdays. Moving and deliveries are not permitted on Sundays or holidays. Moving trucks and delivery vehicles should park in the middle of the garage driveways in a manner that allows traffic to pass in and out on both sides or on 7th Ave. All moving of large furniture, appliances, and personal items is to be through the garage level only. The elevator used for moving large furniture and appliances will need to be padded to protect it from damage. If the move has not been completed before Maintenance Personnel has left for the day, the elevator pads must be removed by the lessee or owner and stored in the lobby closet on the first floor. On Saturdays, the elevator pads must be picked up from the lobby closet and the elevator padded prior to the move and then returned to the lobby closet. If an elevator or garage door on G2 has been held open during a move, it must be returned to the normal operating position.

X. LEASING AND RENTING

- A. The homeowner must notify the Building Manager stating their intent to rent or lease their unit before closing a lease agreement. Before move-in, the renter or lessee must fill out a contact information form provided by the office and coordinate elevator use and a move-in date and time with the Building Manager.
- B. All lease agreements are to be a minimum of 12 months in length. Any lease that is less than 12 months must have the approval of the Board of Directors prior to the agreement being signed and move-in of the tenant. The C.C.& R's section 11.14.1 states that no unit owner shall be permitted to Lease a unit for hotel or transient purposes which shall be defined as renting for any period less than 30 days. Additionally, units are residential and prohibited for use as a business that requires customer access to the building, corporate short-term rental, or varied tenant vacation property.
- C. Homeowners leasing or renting their units shall be required to provide a copy of the House Rules to the tenant. Notification of a violation of House Rules will be given to both the owner of the unit and the lessee. Any fines will be levied against the owner of the unit.

XI. OFFICE BUSINESS

- A. **STORAGE RENTAL:** The condo association owns extra storage units which are rented to resident owners. None of these rental units are connected to an individual unit. Therefore, when a storage unit is vacated, it goes back to the control of the association. As they become available, a notice will be issued to the resident owners by the Building Manager. Any resident owner that is interested can submit their name for a drawing to be held on a specific date. Any resident owner who presently rents one of these units may not submit their name in a drawing for an additional rental storage unit. The rental fee will be added to the monthly association dues.
- B. **PAYMENT OF HOA DUES:** Payment of homeowners' dues are to be paid on or before the 10th of each month. Late payments shall be subject to a penalty of 10% of the assessment. The unpaid penalty shall be added to the next month's assessment. Unpaid assessments in the past three months shall bear interest at the rate provided for in section 12.12.12 of the Bylaws Declaration.
- C. **EMPLOYEES:** The Building Manager and maintenance employees are not authorized to do personal jobs for residents, since such tasks are not within the scope of the employee's duties.

PART B – ENFORCEMENT

These enforcement rules and posted fine schedule for the 700 West Seventh Condominium Association (the Association), have been adopted by the Board of Directors of the Association, under the authority granted in Washington State RCW 64.38.020 (11), in the declaration of the Covenants, Conditions and Restrictions of the Association, Article 10, Section 10.4.1, (collectively, the “Declaration”). These enforcement rules supplement the Declaration. In case of a conflict between these Enforcement Rules and the Declaration, the terms of the Declaration will control. Capitalized terms in these Enforcement Rules that are not defined, have the same meaning ascribed to them in the Declarations.

Each Owner is responsible for the conduct of and compliance with the provisions of the applicable Declaration and rules of the Association by their family members, guests, tenants, and other occupants of the Owner's property. Under the Sections of the Declaration cited above, the Association may levy penalties, or fines for violations of the Declaration or rules of the Association, as well as legal fees incurred while enforcing these Declarations and rules. Under the General Provisions of the Declaration, the Association, the Board, or any Owner has the right to enforce, by any legal proceeding, the terms of the Declaration.

I. HOUSE RULES COMMITTEE

- A. A House Rules Committee, consisting of volunteer owners, may be formed by the Board of Directors for the purpose of investigating and/or making recommendations to the Board regarding House Rules violations. The House Rules Committee, if established, will be comprised of a sitting Board member, two resident owners, and the Building Manager, who will attend special meetings as an Ex-Officio attendee. The Board of Directors will appoint members to the House Rules Committee as positions are vacated. Open positions on the committee will be announced to all owners for possible interest in serving. The Board will determine the criteria and process for selecting members serving on the House Rules Committee if more than two owners volunteer for open positions. The House Rules Committee will have oversight of all Declarations and House Rules and any violations of these documents and rules. Special meetings will be convened on an as-needed basis to act upon potential Declarations or House Rules infractions. If a House Rules Committee is lacking in appointed membership, the Board of Directors shall serve in that capacity until such time a formal committee can be established.

II. COMPLAINT PROCESS & ACTIONS

- A. First and foremost, owners and residents have the right to respectfully and appropriately admonish and correct other residents and their guests if rule violations are observed that are damaging or potentially damaging to the homeowner’s undivided interest in the common areas. Formal written complaints regarding potential House Rules violations can be submitted by owners, residents, or the Property Manager. Written complaints are to be submitted to the Property Manager or presented to any sitting member of the Board of Directors. (Complaint Forms can be obtained from the Building Manager or see attached House Rules Complaint Form)
- B. Once received by the Building Manager or Board member, the HOA Board of Directors will take appropriate action and will refer written complaints of potential Declarations or House Rules violations to be investigated by the Board of Directors or House Rules Committee, if one has been established by the Board. Action will begin within 10 days of the complaint being

filed. After investigation, if it is determined that a Declaration provision or a House Rule has been violated, a written notice of the infraction will be provided by mail to the owner and/or lessee regarding the committee determination. Action taken by the House Rules Committee and/or Board of Directors will be progressive and, in most cases, will start with an initial written warning and expectations for future conduct. The Building Manager and HOA Board shall have the right to inspect a condominium unit that may be in violation of the Declaration provisions or the House Rules. Reasonable notice of 48 hours or other accommodation will be provided for inspection within ten days after a written request to inspect the unit has been provided to the owner.

- C. If and when appropriate, violations that are found to continue or be of a serious nature, will be cause for the House Rules Committee to recommend restriction of access to common area amenities, monetary fines, and/or payment of legal fees if any apply, which may be assessed to the property owner. Notice of violations and fines levied will be provided to owners by USPS Registered or Certified mail that verifies mailing and delivery to the owner. *Note: Refusal to sign or take receipt of Registered or Certified mail does not negate the process and such proof of mailing is considered to fulfill the requirement for delivery of notice.*

FINES AND LATE FEE SCHEDULE

- D. A reoccurrence of minor infractions that result in a monetary fine violation such as parking, moving in or out, noise, late payment of dues which are more than 30 days late, construction infractions, or common area damage will be \$25 for a first infraction, \$100 for a second, and \$150 for third and subsequent violations. Such levied restrictions or fines will be in addition to the owner's responsibility for all damage by the owner or lessee.
- E. Major infractions that are determined to have deliberately caused damage, willful negligence, repeated violations of the Declarations provisions or the House Rules, vandalism, verbal abuse, bullying, or harassing behavior by a resident toward staff, residents, or guests, on or nearby our property, will be treated as a serious offense and could be subject to criminal prosecution and/or immediate fines of \$250 for a first offense and \$500 for second or ongoing and repeated offenses. Ongoing violations may be subject to fines up to \$500 per week until remedied.
- F. Fines and legal fees, when incurred by the Association as part of our due diligence and enforcement obligations, will be levied as an assessment to the owner's unit. The board may impose and collect charges for the late payment of assessments pursuant to **RCW 64.34.364 (13)** and as permitted by the HOA C.C.&Rs section 12.12.12. and 12.12.13. After notice to the owner and an opportunity to be heard by the Board of Directors or by the House Rules Committee in accordance with procedures provided in the Declarations or House Rules, that have been adopted by the Board of Directors, fines may be levied by the Board of Directors in accordance with previously established and adopted articles and furnished to the owners for violations of Declaration provisions or House Rules of the association.
- G. Levied fines and or legal fees owed are to be paid within 90 days of the date of written notice. Fines and or legal fees that are not paid within the 90 days will cause the HOA to place a lien against the property of the owner.

III. DUE PROCESS

- A. The owner, tenant, or lessee will have the right to appeal any House Rules Committee decision in writing to the Board of Directors. A written appeal can be submitted to the Building Manager or Board member within 30 days of the date of the written notice. A final determination regarding the appeal will be made by the majority of the quorum of the Board of Directors within 30 days of receipt of the appeal and will be final and binding. Fines and/or legal fees) not waived during the appeals process will continue to be due in full, 90 days from the original determination and written notice date.

NOTE: Any and all claims by owners, renters, tenants, and guests that they were unaware or ignorant of the Declaration provisions or House Rules will not be considered a valid reason to avoid assessment of a rule violation, restriction, or fine.

IV. DUE PROCESS HEARING RULES AND PROCEDURE

The following procedures will apply to a House Rules & CC&Rs Violation Appeals hearing:

Please provide the names of all people and/or counsel attending, beyond the owner(s) of the unit, and notify the Board of Directors at least 48 hours before the hearing if an attorney will be present for counsel.

The following procedures will apply to the hearing:

- The House Rules Committee or Board of Directors will provide an additional copy of the violation summary letter and/or original complaint if filed by an owner or resident upon request.
- Owners will have a maximum period of 15 minutes to present their version of the events and any circumstances that are pertinent to their case. The committee will be allowed time following the appeal to ask questions and consider that information in their decision. (At their sole discretion and agreement, the committee may extend the 15 minutes for presentation if deemed necessary.)
- The Hearing Committee will close the hearing after the information has been presented by the appealing party and will deliberate in closed session following the hearing. A decision will be rendered, and a written notice of the appeal's decision will be provided within 14 days of the appeal. Decisions by the House Rules Committee, as an appointed representative of the Board or by the Board of Directors will be considered final.
- Owners may request that a written record of the hearing be made. The cost of providing for a court reporter's transcript shall be paid by the party who desires the record. If both parties desire a copy of the transcript, the cost of the transcript will be shared equally between both the owner and the association. Owners will need to notify the Board of Directors 48 hours in advance if they will be providing a certified court reporter or stenographer to create a written record of the hearing and the Association must notify owners of the same.
- The hearing will be closed to disinterested parties, but you may have counsel present. The following rules will apply to such counsel's presence in the hearing:
 1. Counsel is allowed to offer oral arguments on behalf of his/her client.
 2. Counsel is allowed to confer with his/her client while answering questions from the Hearing Committee.

3. If allowed to present arguments, the attorney's time shall be deducted from the time allocated to his/her client in the hearing.
4. Counsel will not be allowed to voice evidentiary objections during the hearing.
5. Counsel may be present in the hearing room while the hearing body takes evidence on the matter.
6. Counsel will be allowed to present any closing arguments on behalf of his/her client.
7. Counsel's presence shall not delay or otherwise cause the hearing to be unduly extended.

ATTACHMENT "A"

**700 W. 7th Ave. Condo Association
House Rules Complaint Form**

4/16/2020

Date of Incident:

Approximate Time:

Where in Building/Grounds:

Person(s) Filing Complaint:

Unit Number:

Phone#

Person(s) Involved:

Witness(es) (If any):

Complaint Related to House Rule #:

Details of the Complaint

1.)

2.)

3.)

ATTACHMENT “B”

700 Seventh Condominiums

700 West Seventh Avenue, Spokane Washington 99204

Office (509) 838-3858 Fax (509) 747-5088

MOVE-IN AND OUT GUIDANCE

Revised April 2020

The following information will help you in the process of moving into or out of the West 700 Seventh Avenue Condo building. If you require further assistance or answers to specific concerns, please contact our Building Manager Kevin Howell in the office at (509) 838-3858, hours between 9 AM - 1 PM.

1. Please provide your move-in date and time to the Condo Building Manager. He can make arrangements with our maintenance personnel to assist with making the elevator available for easier loading.
2. All moving must take place between 8 AM and 5 PM, Monday through Saturday. Please coordinate with your moving company so that they can arrive at the building with enough time to offload the truck and be finished by 5 PM.
3. The moving truck should be backed into the center of the parking garage driveway allowing for movement of vehicles in and out of the garages. Moving trucks CAN NOT park in the parking lot and no household items are to be brought in through the main entrance door.
4. If the truck is too large to park in the driveway, please have the movers park just East of the building facing east on the street if available.
5. Elevator padding is stored in the closet next to the elevators on the first floor. Please have the elevator car padded for all moving of furniture, appliances, and large items such as a BBQ or mattresses.
6. All items must be brought into the building through the G2 garage entrance and can be staged there for the elevator. The garage door can be left open to facilitate your move in, there is a switch to stop the motor from running located on the side of the garage door motor. Be sure to turn the switch off when you are finished.
7. Boxes put in the recycling bin must be broken down. Please don't fill up the bin with all your boxes as it leaves no room for the other residents. You can dispose of your boxes over time or haul them off to a recycling station.

ATTACHMENT “C”

700 Seventh Condominiums

700 West Seventh Avenue, Spokane Washington 99204

Office (509) 838-3858 Fax (509) 747-5088

Office Business Hours: 9:00 a.m. to 1:00 p.m. – Monday - Friday

PROCEDURES AND REGULATIONS FOR CONTRACTORS, SUBCONTRACTORS, AND OTHER PERSONNEL
--

Facility Manager _____	Cell _____
Start Date _____	Job site Unit Number _____
Owner's Telephone _____	Contractor's Cell Phone _____

-
1. **BUILDING PERMIT** Contractor will present Building Permit/s, and Evidence of Insurance, where appropriate, to the Board of Directors prior to commencement of a project.
 2. **CONSTRUCTION HOURS** 8:00 a.m. to 5:00 p.m., Monday through Friday.
 3. **SECURITY DOOR FOB** Contractor will obtain a security door/garage door “fob” from the business office. A deposit of \$25 is refundable when the “fob” is returned. Contractors must control possession of the “fob” at all times and notify the office or homeowner immediately in the event the “fob” is lost.
 4. **WATER SHUTOFFS 48 hours' notice** must be given to Maintenance personnel prior to any water shutoffs or other Events affecting homeowners.
 5. **ELEVATOR USE 24 hours' notice** must be given to Maintenance personnel for padding elevator will be used by contractors. **DO NOT HOLD THE ELEVATOR UNNECESSARILY.** Load it, unload it, and release. It is also a residential elevator.
 6. **CONSTRUCTION DEPOSIT** A construction damage/cleaning deposit for repairs and additional cleaning of common areas will be assessed to the owner prior to any remodel.
 - A **REMODEL** is anything that alters the configuration of the existing walls, ceilings, plumbing systems, or electrical systems. Additionally, relocation or replacement of cabinets and counters which are attached to walls, ceilings, or floors is considered a **REMODEL**
 - **\$500.00 deposit for full remodel.** *\$250.00 refundable
 - **\$250.00 deposit for kitchen and/or bath remodel.** *\$125.00 refundable
 - If excessive damage occurs the refundable amount will be adjusted to cover repair expenses.
 7. **CONSTRUCTION DEBRIS** Contractor is required to use ‘Chute and dumpster ’on any full remodel for debris removal. No materials or debris can be left on the walkway outside the condo at any time. (per Fire Dept.)

8. FRONT ENTRANCE IS NEVER TO BE USED FOR DELIVERING OR REMOVING CONSTRUCTION EQUIPMENT OR SUPPLIES.

9. LOAD-UNLOADING All equipment/supplies must be brought into the Garage level G-1 or G-2. Care must be taken to ensure walls, woodwork, and carpeting are not damaged. No storage of construction supplies/equipment will be allowed in the parking garages without the permission of the Board of Directors.

10. SECURITY DOORS Doors to common areas, such as garages or G-1 and G-2 elevator halls, are NEVER TO BE LEFT OPEN OR UNATTENDED – THIS IS A SECURITY RISK. FAILURE TO COMPLY WILL RESULT IN A FINE TO THE HOMEOWNER.

11. NO SMOKING In any common area.

12. CLEAN-UP Common area clean-up (areas where work or transportation of materials is involved) is to be performed at the end of every workday; this includes sweeping and vacuuming, as “necessary” – discuss “necessary” with Maintenance personnel.

13. PARKING If parking in the main lot, be sure to park in the southwest area and west end near the pool.

14. DUMPSTER Association dumpster is NOT to be used for debris generated by remodeling jobs. All construction debris must be removed from the site by the contractor or owner. Construction debris placed in the dumpster will lead to fines being assessed to the owner.

BY OUR SIGNATURES BELOW, WE ACKNOWLEDGE WE HAVE READ AND RECEIVED COPIES OF THIS PROCEDURE AND AGREE TO COMPLY WITH THE SAME.

CONTRACTOR SIGNATURE _____ DATE _____

OWNER SIGNATURE _____ DATE _____