

**RULES AND REGULATIONS**  
**WILLIAMSWOOD CONDOMINIUM ASSOCIATION**

ADOPTED SEPTEMBER 20, 1991  
REVISED 1993, 1995, 2009, 2019

**AUTHORITY:** Authority to establish covenants, rules and regulations is held by the Board of Directors and derives from the *Horizontal Property Regimes Act (RCW 64.32.060)*, the Condominium Declaration of *Williamswood, A Condominium § 21*, and from the *Bylaws of Williamswood Condominium Association*, Article II, § 11(e).

**PURPOSE:** The fundamental purpose for rules and regulations in condominium associations is to provide the basis for protecting the member's equity in the development and for providing the framework within which people can live in harmony in a group situation.

**RESOLUTION:** It is impossible to anticipate every single event that can arise that may be in conflict with, or may not be covered by, one or more of these rules. These events and situations shall be brought before the Board of Directors and will be resolved on a case-by-case basis. Repeated violations of these rules and regulations may result in fines (see Atch 1) and/or restrictions against use of common area facilities.

**1. USE OF UNITS**

a. Units are designed for residential purposes, although certain non-disruptive businesses may be conducted, so long as the unit remains a residence. The provisions of Section 1.c., Rental of Unit, must be adhered to, and further, no industry, business or trade which has retail business customers shall be allowed nor shall any advertising be permitted on any unit or in any common area. Any such business that is conducted from any unit shall be subject to the provisions of Section 8, Noise and Nuisances. The Board of Directors shall be notified that a business is being conducted from a unit by the unit owner.

b. With the permission of the Board of Directors, occasional "garage sales" may be held.

c. Rental of unit:

- i. No unit shall be used, leased or rented for transient, hotel or motel purposes or in any event for an initial period of less than six months.
- ii. No portion of any unit (other than the entire unit) shall be leased or rented for any period.
- iii. No unit owner shall lease or rent a unit other than on a written form of lease:

(1) requiring the lessee to comply with the condominium Declaration, Bylaws and Rules and Regulations.

(2) providing that failure to comply constitutes a default under the lease.

(3) providing that the Board of Directors, at the expense of the unit owner, has the power to terminate the lease or to bring summary proceedings to evict the tenant in the name of the lessor thereunder after forty-five days prior written notice to the unit owner, in the event of a default by the lessee in the performance of the lease.

iv. The Board of Directors may require a standard form lease for use by unit owners.

v. Each unit owner of a condominium unit shall, promptly following the execution of any lease of a condominium, forward a conformed copy thereof to the Board of Directors.

**2. SIGNS**

a. No displays or advertising signs, including political yard signs, are permitted on any part of the property or visible from any apartment.

b. Signs announcing availability of property may be placed at the discretion of the Board of Directors.

**3. PETS**

a. Animals shall not be kept, bred or maintained for any commercial purposes.

b. Exotic pets shall not be allowed.

c. All dogs and cats shall be registered/licensed with the city of Tacoma and shall have up-to-date rabies vaccines per Washington state law and shall wear applicable identifying tags.

d. Outside of the unit owners' limited common fenced area, pets must be kept on a leash or carried.

e. Owners must pick up and dispose of all pet waste on any common areas immediately.

f. No animal may be leashed to any stationary object in the common areas or in the limited common areas outside of patio fences.

g. Animals must not be left outside at night, including within the limited common area.

h. Unit owners who repeatedly violate the above provisions and/or whose animals create unreasonable disturbances such as incessant barking or being allowed to roam free will be reported to the Animal Control authorities and any other agencies as deemed necessary.

#### **4. PARKING**

a. All resident owners and visitors shall park either in the garage, driveway or a designated visitor parking area. Vehicles shall not be parked on the streets or in the reserved slot adjacent to the mail boxes.

b. Designated visitor parking areas:

- i. Near the mailboxes.
- ii. South and west sides of the Club House.
- iii. East side of building 12.
- iv. South edge of the property between

buildings 15 and 16.

c. No vehicles shall be driven or parked on any non-paved surface or grassy area, including areas adjacent to driveways.

d. No vehicles shall be parked on either side of the common area street leading to the gates, within thirty feet of the exit and entrance gates.

e. No vehicles shall be parked in front of the emergency gate located at the west end of the main east-west street between units 10 and 12.

f. Disabled vehicles shall not be left in common area parking spaces for more than forty-eight (48) hours.

g. No major or lengthy vehicle repairs are permitted.

h. No vehicle washing is permitted.

i. The Board of Directors shall have the right to have vehicles which violate the above provisions removed from the premises and the owner of the vehicle shall be liable for the cost of removal.

#### **5. RECREATIONAL VEHICLES**

a. There shall be no parking of recreational vehicles or equipment within the complex. Exception: The Board of Directors may grant approval to a resident unit owner for the parking of some recreational equipment in an appropriate location.

b. No skateboards, go-karts or any off-road vehicles shall be ridden within the complex. All vehicle licensing requirements must be complied with.

c. The Board of Directors shall have the right to have vehicles or trailers which violate the above provisions removed from the premises and the owner of the condo unit responsible for the vehicle or trailer shall be liable for the cost of removal.

#### **6. LANDSCAPING, TREES, PLANTS, SHRUBS**

a. A unit owner must have prior written approval of the Board of Directors before removing, cutting or destroying any plant, shrub or tree located within any of the common areas.

b. Landscaping and Planting

i. All landscaping and planting by residents shall be with concurrence of the unit owner and subject to the restrictions and controls of this section.

ii. Landscaping and planting within limited common area patios does not require approval of the Design Review Committee/Board of Directors.

iii. Landscaping and planting changes within common areas and within limited common areas outside of the fenced patios shall have approval by the Design Review Committee/Board of Directors, to assure that the changes are compatible with existing landscaping.

iv. Except for Board-directed changes to common areas, all landscaping and planting will be at the expense of the unit owner/resident.

#### **7. CLUBHOUSE**

a. The Club House shall be for the exclusive use of resident condominium unit owners and their guests.

b. For users under 18 years of age, a responsible parent and a condo unit owner must be present.

- c. Animals are not permitted in the clubhouse.
- d. Reservations for use must be made with a member of the Clubhouse Committee who will maintain a calendar, and such reservations must be made by a resident condominium unit owner. Prior to use, the committee may require a refundable amount of up to \$150.
- e. Reservations may be made up to one year in advance and are generally first-come-first-serve. In cases of unresolved conflict, the Board will determine event priority.
- f. Condo unit owner who made the reservation is responsible for cleaning the facility following its use and is responsible for any damage that occurs.
- g. Clubhouse users are expected to adhere to regulations in Section 8, Noise and Nuisances of this document.
- h. The Association maintains the right to suspend the right to use the Clubhouse for a period not to exceed sixty (60) days for any infraction of these Rules and Regulations.

**8. NOISE AND NUISANCES**

a. Condo owners shall adhere to the Municipal Code of the City of Tacoma, Chapter 8.122.60, as attached hereto, in regard to excessive noise and nuisances:

<i>When measured at or within a receiving property, maximum permissible sound level in excess of the ambient sound level:</i>		
	<i>Outdoors</i>	<i>Indoors</i>
<i>7:00am - 10:00pm</i>	<i>10 dBA</i>	<i>6 dBC</i>
<i>10:00pm - 7:00am</i>	<i>5 dBA</i>	<i>3 dBC</i>

- b. Fireworks are not allowed.
- c. No open fires or fire pits shall be allowed.

**9. LIMITED COMMON AREA REPAIRS AND CORRECTIONS (See Section 11)**

- a. Except in an emergency, unit owners must receive approval from the board prior to making repairs, additions and/or corrections to their limited common area, including the exterior of the condominium, whether or not the unit owner expects to be reimbursed for such work.
- b. such requests must be submitted in writing to the board

**10. ARCHITECTURAL GUIDELINES (See Section 11)**

- a. Building alterations, additions and detached structures
  - i. Any exterior addition or alteration to an existing building shall be compatible with the design character of the original building. Any new detached structure shall be compatible with the parent structure. Any such alteration, addition or detached structure must have prior written approval of the Design Review Committee. The committee has the authority to bring in professional expertise such as an engineer or an architect, except that if a cost is involved, approval for the expenditure must be obtained from the Treasurer.
  - ii. Awnings on any individual unit must be approved in writing by the Design Review Committee prior to installation; approved awnings must be professionally made and installed.
  - iii. Only the exterior materials existing on the parent structure or compatible with the architectural design character of the community will be approved.
  - iv. Exterior color changes will be approved only if the proposed color is in harmony with the other existing homes in the community or if the color is similar to the colors originally employed in the community.
  - v. In general, only those areas that are painted may be repainted; only those areas that are stained may be restained; unpainted surfaces and unstained areas such as brick shall remain unpainted and unstained.
- b. Interior changes
  - i. The Board of Directors shall be notified prior to making any proposed interior changes to the units which would possibly have an impact on the integrity of the common property or other units.
- c. Fences and screens
  - i. Any fence must have prior written approval from the Design Review Committee.
  - ii. Any fence shall be compatible in height and material with existing cedar fences
  - iii. All fencing or other screening should preferably have finished materials on both sides. If only one side has finished materials, this must face the public side of the individual lot.
- d. Exterior antennas
  - i. No television, radio, or microwave antennas or satellite dishes may be erected without prior approval of the Design Review Committee.

- e. Driveways
  - i. Extensions, widening or re-routing of existing driveways shall have prior approval of the Design Review Committee.
- f. Exterior lighting and Holiday Decorations
  - i. Exterior lighting shall not be directed in such a manner as to create an annoyance to the neighbors.
  - ii. Holiday decorations, other than Christmas, must be removed within five days of the particular holiday. Christmas decorations and lights must be removed no later than January 15th. Christmas lighting must conform to subparagraph f.i. above.
- g. Trash containers
  - i. Trash and garbage containers shall not be permitted to remain conspicuous except on days of trash collection.
- h. Unsightly litter
  - i. Trash, litter, accumulations of empty boxes, lumber, garden equipment, etc. must be removed from common areas and limited common areas outside of patio fences, in accordance with Tacoma municipal code 8.30.020G.

**11. ARCHITECTURAL REVIEW PROCEDURES (See Sections 9 and 10)**

- a. Exterior addition or change:
  - i. Each unit owner will submit his proposal for an exterior addition, alteration or improvement to the Design Review Committee in writing. The proposal will contain a description of the project, including the height, width, length, size shape, color, materials, and location of the proposed improvement. Photographs or sketches of similar completed projects will aid in the consideration. If the alteration affects the existing drainage pattern, the proposed drainage pattern must be included.
  - ii. The Design Review Committee will inform the applicant in writing of its decision within thirty days of receipt of the proposal.
  - iii. Approval of any project by the Design Review Committee does not waive the necessity of obtaining the required local permits.
  - iv. Construction on approved projects must be commenced within six months after Committee approval, and if not, the application will be considered null and void. Such projects should be completed within six months after date of commencement. If unexpected circumstances delay the project, the owner may ask for an extension.

- b. Other changes:
  - i. Other changes, as listed in Section 9 above, will be submitted, preferably in writing, to the Design Review Committee.
  - ii. The Design Review Committee may request a meeting with the unit owner making the request.
  - iii. The Design Review Committee will respond within fourteen (14) days from the receipt of the request.

**12. COLLECTION OF ASSESSMENTS**

- a. To assure effective, orderly and consistent collection of assessments, the primary source of income for the Association, the following apply:
  - i. The assessment is to be paid by the first day of the month without necessity of further notice or billing.
  - ii. If not paid by the 20th of the month, an invoice is forwarded indicating a late fee will be imposed if not paid immediately.
  - iii. If not paid by the last day of the month a ten dollar (\$10.00) late fee will be imposed.
  - iv. If not paid by the first day of the next month, at the time that the obligation for the second month's assessment comes due, the following steps will be taken:
    - (1) An interest charge of twelve percent (12%) per annum will be imposed on the unpaid balance.
    - (2) The attorney may initiate legal action through Small Claims Court or other appropriate court action.
    - (3) The owner's lender will be apprised of the delinquency, which may allow the lender the opportunity to demand payment on the full balance of the mortgage.
    - (4) The condominium association may take other actions as required or permitted under legal documents, including restriction from utilization of association facilities.
    - (5) The Board of Directors shall not forgive or override the automatic nature of the above procedures except under extraordinary circumstances and then, only if all owners have a like situation.
- b. Special Assessments. The board may levy special assessments over and above the regular monthly assessments provided for above and provided for by the Condominium Declarations. The collection and enforcement methods provided for in these Rules and the Condominium Declarations shall apply to the collection and enforcement of special assessments.

i. Special assessments approved by the board are due in full on the last day of the payment schedule set by the board. Accounts sixty (60) days past due will be charged interest at the rate of twelve (12) percent per annum on the unpaid balance.

### **13. ASSOCIATION ATTORNEY**

a. On matters relating to areas of responsibility of the Board of Directors (eg. common area problems), only board members shall contact the association attorney, unless a unit owner has been specifically authorized by the board to do so.

b. A unit owner may contact the association attorney on issues pertaining to his or her unit at the unit owner's expense.

### **14. AMENDMENT TO RULES AND REGULATIONS**

a. These rules and regulations may be amended by a majority vote of the Board of Directors.

## Atch 1

### **Non-Compliance Fine Policy Williamswood Condominium Association Effective November 1, 2019**

The Condominium Board follows these procedures when it imposes a sanction in the form of fines. However, owners and occupants should try to resolve problems before the Board has to resort to these procedures.

- 1) The Property Management Company, through direct or standing orders from the Board of Directors, is empowered to impose sanctions onto owners who have violated any of the Association's Rules and Regulations or other governing documents.
- 2) Any owner or occupant receiving a non-compliance notice shall have the right to appeal by requesting an appearance before the Board of Directors. The appearance request should be made at least ten (10) days before any in-compliance suspense date(s).
- 3) Unpaid fines will be treated as delinquent assessments and a late charge shall be added for each month the assessment remains unpaid.
- 4) Failure by the Association to enforce any of these Rules and Regulations shall not be deemed a waiver of the right to so do thereafter.

#### **FINE STRUCTURE**

A violation is normally an individual incident; however, in the case of an ongoing behavior or condition, each week that it continues shall count as an additional violation. Penalties may multiply and be cumulative for multiple offenses. In all cases, owners are responsible for the actions of their tenants and guests.

##### **First violation:**

###### Warning notice:

Owner receives a verbal and/or written warning and/or reminder, specifying time to come into compliance. The Board reserves the right to fine on the first offense for any violation it deems requires an immediate fine.

##### **Second violation:**

Written notification of \$100.00 fine, plus costs, specifying time to come into compliance sent via registered/certified mail. In the case of an unapproved exterior modification, a fine of \$200.00 shall be imposed.

##### **Third violation:**

**\$250.00 Fine, plus costs, for each violation thereafter.**