

POTLATCH CIRCLE CONDOMINIUM ASSOCIATION  
HOUSE RULES

I. PREFACE

The Board of Directors of Potlatch Circle Condominium Association shares the concerns of the homeowners for the livability of our complex and the protection of our property investment. Toward these ends and under the authority of Art. III, Sect. 3, Paragraph (f) of the Bylaws of Potlatch Circle Condominium Association, we adopt the following house rules and establish fines and penalties for noncompliance. The sole intent is to provide a fair, equitable and nondiscriminatory enforcement policy for maintaining the quality of living at Potlatch Circle.

II. GENERAL

A. It is the responsibility of each owner and resident to be familiar with the Declaration of Covenants, Conditions and Restrictions For Potlatch Circle Townhouses, the Bylaws and the House Rules of Potlatch Circle Condominium Association. The Board of Directors has the responsibility and authority to: (1) adopt and enforce such additional rules as it may deem necessary and advisable, (2) to amend same, and (3) to impose reasonable fines, penalties or legal action upon the OWNERS for violations of the Declaration, Bylaws and/or House Rules.

B. The Board of Directors or Management Agent may authorize entry to a unit in EMERGENCIES where the unit or any part of the project is threatened whether or not the unit owner or occupant is present at the time.

C. The Association is not responsible for damage by fire, water, theft, etc. to personal property located within each unit. Unit owners or occupants are encouraged to obtain personal contents insurance.

D. Each Unit Owner shall be liable for any damages to the common or limited common areas or any equipment thereon which may be sustained by reason of negligence of said unit owner or their guests, invitee or tenants. Owners are responsible AT ALL TIMES for the action and conduct of their tenants and their tenant's guests.

E. Nothing shall be done or kept upon the premises which will increase the liability and/or insurance rates for the Association or which will obstruct or interfere with the rights of the other owners or occupants.

F. In any House Rule where a fine is associated with a violation, a warning shall be issued for the first violation of said rule by Owner or client. This provision does not apply to late payment of monthly Association Dues, fines, and/or assessments.

### III. CONDUCT

- A. A unit owner who rents or leases their unit to another party shall report to the Managing Agent within ten (10) days of the rental, occupancy, or signing of a lease or rental agreement, whichever is earlier, the renter's name, mailing address, and home and work telephone numbers. **Class A fine.**
- B. Upon renting or leasing the unit, the renter MUST SIGN an agreement stating that they agree to abide by the Declaration, Bylaws and House Rules of the Association. A copy of this agreement to be filed with the Managing Agent within thirty (30) days of the date of occupancy. **Class A fine.**
- C. Payment of the monthly Association Dues is the responsibility of the unit owner until such time as the unit may be sold, title transferred to the buyer and notification is sent to the Managing Agent. Monthly dues shall be paid by the 25th of the month for which they are assessed or a late fee will be imposed. **Late fee.**
- D. Residents, tenants and their guests shall not cause a nuisance to other residents. A nuisance, defined for the purpose of these House Rules, is excessive noise, noise-producing activities and noxious or otherwise offensive activities. This shall include, but not be limited to, the playing of musical instruments, radios, music systems, televisions, amplifiers, or other associated mechanical or electrical equipment; operating any other machinery or noise producing equipment; storage of noxious or toxic materials in the unit; or other offensive activities as determined by the Board of Directors. Under no circumstances are noise producing activities to be conducted between the hours of 10:00 P.M. and 8:00 A.M.
- Excessive noise is defined as any noise or loud sound producing activity that penetrates the walls, ceilings or floors from one unit to another. **Class B fine.**
- E. No unlawful use shall be made of any part of the project. No firearms, including BB guns, pellet guns, slingshots, etc., may be used on Association grounds. **Class D fine.**
- F. Units are restricted to single family residential usage. Professional and administrative occupations may only be carried on within the units as long as the activity is not evident externally. No obvious commercial activity is allowed that would create a disturbance to another resident or owner resulting from foot traffic, noise or parking. **Class D fine.**
- G. Garage areas may not be converted to living spaces. **Class D fine.**
- H. Parents shall be held responsible for the behavior of their children with regard to noise, nuisance, and/or damage. **Class B fine.**

### IV. VEHICLES

A. Recreation vehicles including, but not limited to, campers, motor homes, boats, snow machines, jet skis, camper shells, etc. may not be parked anywhere within the Association boundaries including individual driveways. **Vehicle violation.**

B. Except with prior approval of the Board, only automobiles and trucks rated at not more than one (1) ton shall be parked within Association boundaries at any time. Larger trucks and vehicles may be permitted when required for routine or emergency maintenance or for the purpose of moving in or out of a unit. **Vehicle violation.**

C. No motor vehicle may be abandoned or permitted to remain on any part of the property for more than 48 hours if it is not in operating condition and properly licensed.

No vehicle may be stored in common parking areas or unit driveways. A vehicle is considered being stored when it is left for a period of 24 hours or more. **Vehicle violation.**

D. No motor vehicle repairs are to be done in common parking areas or in unit driveways. **Vehicle violation.**

E. No vehicle such as an auto, boat, truck, trailer, camper, mobile home or other type of recreational vehicle shall be used for living purposes within the premises of the Association. **Vehicle violation, plus Class B fine.**

## V. STORAGE

A. Common areas shall not be obstructed or littered. All residents are responsible for maintaining common areas free of trash and debris. **Class B fine.**

B. Explosives, dangerous flammable or illegal products/items shall not be kept on the property. **Class D fine.**

## VI. ANIMALS

The Municipal Animal Control Regulations are in effect on the property. Residents may be fined and/or required to dispose of their pets for failure to observe the following animal control rules:

A. Cats and dogs are limited to two (2) per unit, except with prior approval of the Board of Directors. Birds and fish must be kept in appropriate aquariums or cages. No other animals, livestock or poultry will be allowed. **Class B fine.**

B. Any pet outside of a unit shall be kept within the control of a person able to maintain such control. It is recommended that dogs be kept on a leash while in common areas. Pets are not to be tied outdoors as this may cause damage to trees, shrubbery, roots, grass or other common area items. **Class B fine.**

C. Pets shall not cause nuisance to other residents by noise, odor or threat. Owners are responsible for any pets owned by their tenants or guests. **Class B fine.**

D. All residents shall clean up droppings left by their pets when allowing pets to relieve themselves in common areas. **Class B fine.**

## VII. HOUSEKEEPING

A. All owners are required to maintain the interior areas of the units repaired and maintained at all times. All repairs and maintenance to interior items/fixtures/appurtenances shall be made at Owner's expense. **Class B fine.**

B. All residents are responsible for keeping balconies and porches clean and clear of any items. The Board may, at its discretion, allow floral boxes, hanging baskets, barbecues and seasonal decorations to be maintained in these areas. **Class B fine.**

C. Maintenance, repair and replacement of all Unit windows and exterior doors, including sliding screen doors, are the responsibility of the unit owner to the extent not covered by Association insurance. It is in the best interest of the Association that all exterior doors, including screen doors, and exterior windows be kept in good order and replaced promptly when broken or defaced. If Owners do not act within fourteen (14) days to replace or repair such items, the Board of Directors may have such items repaired/replaced at Owner's expense. **Class C fine.**

D. Internal structural alterations are allowed with Board of Directors approval only. Such approval shall not be withheld unreasonably unless the structural integrity or architectural conformity of the unit might be compromised. Do-it-yourself wiring is NOT permitted. Owners are required to use licensed, bonded and insured electrical contractors. For other repairs within units, Owners are encouraged to use licensed/bonded/insured contractors. **Class C fine.**

E. No additions or alterations to the common or limited common areas are permitted without the written consent of the Board of Directors. **Class B fine.**

F. Exterior alterations, such as antennas, basketball hoops, and air conditioners are not permitted. **Class B fine.**

G. All dryer vents and stove or microwave vents will have lint or other filters installed and operational at all times. Such filters will be used at all times and shall be maintained at the expense of the unit owner. **Class B fine.**

H. Advertisement and posters, political or otherwise, may NOT be displayed from buildings, units or common areas except with prior written approval of the Board of Directors. This restriction does not apply to ONE REASONABLY-SIZED "For Sale" or "For Rent" sign, which must be displayed from the inside of a window of the unit being so advertised. **Class B fine.**

I. Curtains, drapes, shades or blinds are the only allowable window coverings. Sheets, blankets, foil, paper, etc. are not allowed if they are visible from the exterior of a unit.

**Class B fine.**

J. No rugs, garments, or other materials are to be hung, either permanently or temporarily, from windows, balconies or porches. **Class B fine.**

K. All trash is to be enclosed in trash cans with lids, closed plastic garbage sacks, or closed boxes when placed outside the unit for collection on scheduled pickup days. Garbage containers are to be placed outside for pickup and then returned to each unit the same day as the scheduled pickup. **Class B fine.**

L. No exterior fires are permitted except in the common barbecue pit or in individual receptacles designed for that purpose. **Class D fine.**

## VIII. PARKING

A. All common parking areas are reserved for the use of visitors or guests of unit owners or occupants. **Vehicle violation.**

B. All vehicles owned, leased or used by unit owners or occupants shall be parked in the driveway or garage of the unit they occupy. **Vehicle violation.**

C. Common parking areas and unit driveways should be cleared of vehicles during snow removal operations. **Vehicle violation.**

D. As posted, no on-street parking is permitted within the project boundaries. Any vehicle parked on the streets, whether that of an owner, occupant, visitor or unknown party, is subject to being towed without notice at the vehicle owner's risk and expense. **Vehicle violation.**

## IX. FINES AND PENALTIES

Payment of monthly dues, fines and assessments are due the first of the month. If not received by the Association's Management Company by the 25th, a late fee will be charged. If dues, fines and/or assessments become more than thirty (30) days in arrears, a demand letter will be sent. If the account becomes sixty (60) days late, the account will be turned over for collection and the credit reporting agency will be notified.

## X. SCHEDULE OF FINES AND PENALTIES

In order to maintain a high quality living standard within Potlatch Circle Condominium Association, the House Rules are adopted with the following Fine Schedule. Owners will be notified by mail by the Board of Directors when a violation of the House Rules occurs. The

fine will then be added to the next monthly dues assessment after the date of the infraction. The fine will be subject to late charges if not paid within thirty (30) days of the billing.

### FINE SCHEDULE

Classification:

Frequency:

Class A: \$10.00

First Offense: Written warning

Class B: \$25.00

Second Offense: Fine, per schedule

Class C: \$50.00

Third Offense: Double the fine, per  
schedule

Class D: \$100.00

Fourth Offense: Tripple the fine, per  
schedule  
*+  
subsequent*

Late payment of dues, fines and/or assessments: \$ 25.00

Vehicle Violations:

First offense:

Written warning placed on  
vehicle or mailed to unit owner

Second & subsequent:

Towing at owner's expense

**ADOPTED** by The Potlatch Circle Condominium Association Board of Directors

this \_\_\_\_\_ day of \_\_\_\_\_, 1996.

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary