Ambassador I Condominium

Rules and Regulations

Table of Contents

Tab	ole of Contents	1
1.	APPLICATION AND AUTHORITY	2
2.	RESPONSIBILITY OF OWNERS	2
3.	GENERAL	3
4 .	PARKING GARAGE	3
5.	LANDSCAPING	3
6.	UNIT MAINTENANCE AND REPAIR	4
7.	UNIT REMODELS, MODIFICATIONS, ALTERATIONS OR IMPROVEMENTS	54
8.	COMMON AND LIMITED COMMON AREAS	6
9.	PET POLICY	7
10.	LEASING OF UNIT BY OWNER	7
11.	CHANGE OF OCCUPANCY	8
12.	DUE PROCESS PROCEDURE	8
13.	NOISE-OFFENSIVE ACTIVITY-DESIGNATED SMOKING AREAS	9
1 4 .	BICYCLE ROOM	9
15.	GARBAGE AND RECYCLING	9
16.	SECURITY/SAFETY	10
17.	KEYS/LOCK OUTS	10
18.	ENFORCEMENT	10
19.	SEVERABILITY	11
20.	SUPERSEDENCE	11
21.	CERTIFICATE OF ADOPTION	12
Addendum A		13
Add	Addendum B	
Add	Addendum C	
Add	Addendum D	

1. APPLICATION AND AUTHORITY

1.1 These Rules are established to ensure the maximum enjoyment of Ambassador I Condominium, and to protect the investment of the Owners. The Rules apply to all Owners, Residents, their guests, agents, roommates and children.

The Board of Directors ("the Board") alone is authorized to grant a Unit Owner a waiver of these Rules and Regulations. The Unit Owner, tenant or resident must make a written request to the Board for any waiver of these Rules and Regulations.

- 1.2 Words Defined. For the purposes of these rules, the following definitions shall apply:
- 1.2.1 Association means the Association of Owners.
- 1.2.2 Board means the Board of Directors of the Association.
- 1.2.3 **Common Areas** consist of all portions of the Condominium other than the Units.
- 1.2.4 **Condominium** is the entire building and grounds comprising the premises described in the declarations.
- 1.2.5 Guest or Agent is a person that a resident has invited or allowed entry to the Condominium.
- 1.2.6 **Owner** is the Legal Owner of a Unit.
- 1.2.7 Resident is the Owner or Tenant of a Unit.
- 1.2.8 **Tenant** is non-owner occupant of a Unit.
- 1.2.9 **Unit** means the physical portion of the Condominium designated for separate ownership. A Residential Unit includes the 48 units on floors one through six, which are intended for use as a single family residence. Commercial Unit is the commercial space on the basement floor, which may be divided for use by one or more tenants conducting any business allowed by the zoning code.
- 1.2.10 **Building** Manager is the agent(s) appointed by the Board to coordinate, execute and perform the daily activities and other duties, as assigned by the Board, of the Condominium.
- 1.3 No Owner, tenant, resident or guest shall commit any act or engage in any behavior that results in an infringement of the right of any other Owner or resident to the reasonable use, enjoyment and preservation of a residential unit. This rule is the primary guide for all conduct in and around the condominium property and forms the basis for the following specific rules. (See also Enforcement section below.)
- 1.4 Each Resident has the responsibility to ensure that their actions are not detrimental to, or an annoyance to, another Resident. These actions include, but are not limited to, loud or disturbing noises, music, and odors.
- 1.5 These Rules have been adopted by the Board in accordance with the Declaration and are subject to change with written notice to all Residents. All changes to these Rules shall be in written form, and shall be consistent with the change process put forth in the By-Laws.

2. **RESPONSIBILITY OF OWNERS**

- 2.1 Owners are responsible for compliance with the Rules by all persons within the secure areas to whom they have given entry or access.
- 2.2 Owners are responsible for compliance with the rules by all non-owner residents in their unit, including but not limited to tenants, children, roommates, spouse, agents or guests.
- 2.3 Owners are financially responsible for any fines, fees or charges assessed to their unit due to noncompliance with the rules by themselves, their tenants, guests, agents, roommates, spouse or children.
- 2.4 Owners are financially responsible for damage to Common Areas, theft or vandalism, caused

by themselves and all persons and/or agents to whom they have given entry or access.

- 2.5 The payment of monthly assessments is the responsibility of the Owner.
- 2.5.1 All assessments are payable the first day of each month.
- 2.5.2 A late fee of \$25 will be charged to the Owner for each payment received after the 15th of the month.
- 2.5.3 If the payment of a monthly assessment is delinquent for a second successive month, the late charge on that assessment will be \$50.
- 2.5.4 At any time an Owner becomes 2 or more months delinquent, the Board will determine the course of action to collect delinquent assessments, and may levy additional fees associated with the collection process.
- 2.5.5 A fee of \$40 will be charged to the Owner for each Non-sufficient Funds (NSF) check, whether tendered by themselves or their tenant or representative.

3. GENERAL

- 3.1 The Ambassador I Condominium, with the exception of the commercial unit, is for residential use only. The following occupancy limits shall apply:
- 3.1.1 Studio, 2 persons
- 3.1.2 One Bedroom, 3 persons
- 3.1.3 Two Bedroom, 4 persons.
- 3.1.4 Application for exceptions to the occupancy limit of a Unit must be submitted in written form to the Board.
- 3.2 All business and/or trade involving regular visits by customers and/or clients to residential Units is prohibited.
- 3.3 It is the responsibility of all Residents to ensure that their children do not play in areas which may be harmful to the child, other people, or the property of other people. This includes but is not limited to all Common Areas.
- 3.4 The use of fireworks, anywhere in the Condominium, is prohibited.
- 3.5 Smoking is prohibited in all interior Common and Limited Common Areas. If an Owner or their representative, tenant, agent or guest violate this rule, the Board may assess fines.
- 3.6 All garbage, trash, and waste materials must be placed inside a designated container. Residents are encouraged to recycle.

4. PARKING GARAGE

4.1 The parking garage is managed by the Ambassador II Homeowners Association. (A copy of their PARKING/VEHICLES Rules and Regulations, titled Addendum A, is attached to these rules.)

5. LANDSCAPING

- 5.1 Landscaping of the Common Areas shall be done by designated agents of the Association.
- 5.1.1 Board approval is required prior to planting or removing trees, shrubs or other vegetation.
- 5.1.2 The Board encourages Residents to participate, by volunteering, in the beautification of our Common Areas through coordination with the Building Manager.

6. UNIT MAINTENANCE AND REPAIR

- 6.1 The maintenance and repair of the interior of each unit, including but not limited to plumbing, electrical, heating, painting, furnishings and appliances, are the responsibility of each Owner; as is the cleaning, maintenance or replacement of any item within the unit that could affect the common or limited common areas (such as water heaters).
- 6.2 Each Owner, at his/her own expense, shall promptly perform, or cause to be performed, all cleaning, maintenance, repair and replacement work within his/her own unit, which, if omitted, would affect the Common or Limited Common Areas; and
- 6.3 Each Owner, at his/her own expense, shall perform, or cause to be performed, all cleaning of the interior of all windows, of window screens, and the exterior of doors bounding his/her Unit.
- 6.4 Owner or Tenant shall notify the Building Manager of intention and need to perform maintenance or repairs to any mechanical or electrical system, or any structural element such as floors, walls or ceiling within the Unit.
- 6.4.1 In addition, Owner or tenant shall permit the Association, through its Building Manager, to photographically document whenever any walls, ceilings or flooring is torn out in order to assist the Association in identifying wiring, plumbing or construction techniques used in the building. (see also section 7.7)
- 6.5 Water heaters must be replaced to current code within 90 days of the warranty expiration date in order to prevent water damage to Common and Limited Common Areas. Individual cut-off valves and galvanized alarm receptacles are required on all water heaters and are the Owner's responsibility.
- 6.5.1 Date of installation and warranty expiration must be registered with the Building Manager.
- 6.6 Owner or Tenant must attempt to notify Building Manager prior to performing emergency repairs (such as flooding) in his/her Unit. In no case should notification occur later than 24 hours of all emergency activity so that photographs can be taken to document the structural integrity of the building.
- 6.7 The maintenance and repair of the Common and Limited Common Areas are the responsibility of the Board representing the best interests of the Association.
- 6.7.1 In maintaining these areas, the Board has entrusted the Building Manager with sole access to locked areas, including but not limited to: the roof, the electrical room, the elevator room, lobby storage, cable and phone rooms, for the purpose of maintenance and repair.
- 6.7.2 No person is allowed entry to these locked areas without Building Manager approval. Violation of this rule will result in a \$250 fine (or actual cost for repair if greater) from forced entry attempts, manipulation of locking devices, or setting off alarms.
- 6.8 Owners, Tenants or Residents should contact the Building Manager as soon as possible when they observe a malfunctioning building system. If the problem appears to be an emergency, and the Building Manager cannot be located, Owners, Tenants or Residents, should contact a Board Member to ensure that the Board is aware of any conditions which need immediate attention. A list of Board Members and their contact information is listed on the bulletin board in the Mail Room.

7. UNIT REMODELS, MODIFICATIONS, ALTERATIONS OR IMPROVEMENTS

- 7.1 Owners are required to complete an application form for any remodel, improvement or modification and submit it to the Board for approval prior to the commencement of the project. Project examples include, but are not limited to:
- 7.1.1 Any structural modification of walls, ceilings, and floors (including tile, laminate, cork and hardwood)

- 7.1.1.1 Any modified flooring must not cause disturbances to other units. Any noise resulting from a unit's modified flooring may subject an owner to fines for causing an annoyance or nuisance to other Owners pursuant to Declaration section 10.10, Rules and Regulations 13.3. Noise reduction insulation pad is required.
- 7.1.2 Modifications of mechanical or electrical systems (including fans and heaters).

7.1.3 Any structural modifications.

- 7.2 The Board will act upon requests at the next regularly scheduled Board meeting, unless the Owner requests an earlier decision by providing each Board member with a completed copy of the application form in order that a phone vote may be taken.
- 7.3 The Board will not be required to issue an approval until all necessary information has been provided and any questions answered.
- 7.3.1 Owner must document compliance with all relevant codes by providing copies of permits or documentation that no permit is required
- 7.3.2 Owner must provide an approximate project completion date (within 48hrs of expected completion); extensions for this completion date, beyond 48 hours, must be submitted in writing to the Board.
- 7.3.3 The Owner must complete a pre-project walkthrough, of Common and Limited Common Areas such as hallways, staircase, elevator and exterior travelways which could be impacted by the proposed project, scheduled at a mutually agreed upon time with the Building Manager.
- 7.3.4 The Board will not unreasonably delay or withhold approval as long as the above requirements have been met.
- 7.4 Once the Board approves the remodel request, a \$350 deposit may be required. The deposit will be returned after the following conditions are met:
- 7.4.1 No damage beyond normal wear and tear to the Common or Limited Common Areas has occurred (a post-project walkthrough of the Common Areas may be requested to occur within 24 hours after project completion),
- 7.4.2 All construction debris is disposed of off-site
- 7.4.3 After costs to repair any damage caused to Common or Limited Common Areas during construction, as well as any special costs for additional Building Manager activity, maintenance, or clean up required as a result of the remodel, are deducted from the deposit the balance of the deposit will be refunded to the Unit Owner.
- 7.4.4 If the costs attributable to the remodel exceed the deposit, the difference will be assessed against the Unit.
- 7.5 Any remodel, modification, alteration or improvement work, which produces noise such as but not limited to, hammering, sawing, motorized tools – can only be done during the following hours:
- 7.5.1 Monday through Friday: 8 am -6pm
- 7.5.2 Saturday: 9 am 6pm
- 7.5.3 Sunday: 10 am 6pm
- 7.6 Owner shall be held liable to the Association for all costs associated with any faulty or deficient work performed inside his/her unit that is shown to impact the integrity of the Common or Limited Common Areas; or that causes any damage to the building envelope.
- 7.7 Due to the age of the building, the Board reserves the right to inspect and photographically document any and all work being performed and any uncovered wall, floor, ceiling, chase or vent, upon reasonable notice to the Owner.

8. COMMON AND LIMITED COMMON AREAS

- 8.1 Hallways are for access to Units. Neither pets nor children shall be allowed to play in the hallways, elevators or other Common or Limited Common Areas.
- 8.2 The storing, abandoning, dumping or depositing of any items in the Common or Limited Common Areas (lobby, hallways, walkways, corridors, stairways, garbage, recycle room, storage rooms, recreation rooms, laundry rooms, elevator, bicycle room, or other areas outside the building) is strictly prohibited without the express consent of the Board. Doormats or rugs are prohibited in hallways.
- 8.3 Spills and trash cannot be left in the Common or Limited Common Areas.
- 8.3.1 Unit Owners are responsible for cleaning or removing any spills, trash, or debris left by themselves, their Tenant, guest, agent, child or pet in the Common or Limited Common Areas.
- 8.3.2 Violation of this rule is subject to Fine and Fee Schedule attached as Addendum B.
- 8.4 Basement storage users must not leave trash in this area, and must turn off the lights upon exiting.
- 8.5 Stains, dents and other damage attributable to a Unit's Owner or its Tenant, child roommate, pet, guest or agent will be fined against the Unit according to the Fine and Fee Schedule attached as Addendum B.
- 8.6 Any construction, modification, alteration, painting or other decoration, landscape, or change to any Common or Limited Common area requires written approval of the Board.
- 8.7 The Owner shall pay for any repairs and expenses related to any damage to Common or Limited Common Areas caused by the Owner, his Tenants, guests, agents, children or pets. The Board has the right to contract for necessary repairs, after reasonable written notice has been given to Owner, and shall make an assessment against the Unit Owner for the total cost of such repairs.
- 8.8 No item may be dragged or pushed through Common or Limited Common Areas. Any items which cannot be carried in hand must be transported on a cart or dolly.
- 8.9 Owners are responsible for ensuring that any item which drips, sheds, bleeds, seeps or is friable, such as Christmas trees, drywall, motors, appliances, plants, etc, are first encapsulated in waterproof protective covering prior to being transported through Common or Limited Common Areas.
- 8.10 The Board maintains a list of approved windows, which Owners may choose to install at their own cost. Colors and style must match existing windows or be Board approved in order to maintain uniform exterior building appearance.
- 8.11 Owners are required to maintain window blinds in all exterior windows in good repair, in a color approved by the Board, in order to maintain the exterior uniformity of the outside structure.
- 8.12 The exercise room is for the convenience of Residents for exercise. Guests may use the exercise room but only if they are accompanied by a resident host. Children under 18 must be accompanied by parent or guardian at all times they are using the equipment.
- 8.13 The Board may limit the number of guests who may use the exercise room to address availability to other Residents, unacceptable noise or excessive wear to the equipment.
- 8.14 Residents must be considerate and efficient in the use of Laundry facilities. Wash must be promptly removed from washers and dryers at the end of cycles. Wash left in the Laundry Room for over 24 hours may be removed and disposed of by the Building Manager.
- 8.15 Laundry Room trash receptacle is for Laundry Room use and is not to be used for household garbage.

9. PET POLICY

- 9.1 Pet owners are financially responsible for damages to Common or Limited Common Areas, or to another Owner's unit, that is caused by housing a pet or by the pet of a tenant, agent, guest or roommate that was allowed access by the Owner or the Owner's tenant.
- 9.2 All pets must be registered with the Building Manager within ten days of occupancy.
- 9.3 The Board reserves the right to restrict the number of pets permitted in any one unit. The Board anticipates that no more than two cats or dogs of 25 pounds or less shall reside in any unit.
- 9.4 Pets unaccompanied by their Owner will be referred to the animal control authorities, and the Board will assume no financial obligation or responsibility for the pet's rescue or well being.
- 9.5 Residents shall take extraordinary care to ensure that the pet does not disturb other Residents, especially as it relates to barking dogs.
- 9.5.1 If the Board receives a written complaint concerning the animal, the Board shall, in its sole discretion, take action to eliminate the problem and may require the Owner/Tenant/occupant to remove the animal.
- 9.5.2 Any pet causing or creating a nuisance or unreasonable disturbance, including persistent odors, may be permanently removed from the property by Animal Control after ten days' written notice from the Board.
- 9.5.3 The Board may exercise this authority for specific pets even though other pets are permitted to remain.
- 9.6 Non-human, living creatures of any kind shall not be raised, bred or kept in any unit or in the Common or Limited Common Areas, whether as pets or otherwise, except subject to these Rules and Regulations. Any deviation from this rule requires prior written permission from the Board.
- 9.7 Occupants must obtain prior written permission from the Board for all pets other than dogs and cats.
- 9.8 All pets must be attended and on a leash (or confined) when in the Common or Limited Common Areas. The attendant person must clean up after the animal per City of Seattle Ordinance No. 118607.
- 9.9 Dogs shall be prohibited from creating nuisances in Common and Limited Common Areas. Owners/Tenants/Occupants are responsible for cleaning up their pet's feces, urine, vomit and shedding in Common and Limited Common Areas. Building Managers are not responsible for cleaning up after anyone's pets except their own.

10. LEASING OF UNIT BY OWNER

- 10.1 All Homeowners must notify the Board when they lease or rent their unit.
- 10.2 In order to rent or lease their Unit, Owners must enter into a written lease agreement, the terms of which shall provide that the terms of the agreement in all respects is subject to the provisions of the Associations Declaration, Bylaws and Rules and Regulations. The Owner shall be responsible to present the Rules to their Tenant, and to obtain the Tenants' signature-of-receipt for the Rules. The signed Lease and Rules receipt will be filed with the Board.
- 10.3 Within ten (10) business days from the beginning of a rental occupancy, the Owner is required to provide the Building Manager with:
- 10.3.1 The name, place of employment, home and work telephone numbers for each new tenant and all occupants in the Unit.

- 10.3.2 A copy of the lease or rental agreement.
- 10.3.3 A signed statement by all lessees or tenants that they have reviewed the Association's Rules and Regulations and agree to abide by them
- 10.3.4 The storage locker number, parking slot and license plate number, if any.
- 10.3.5 Confirmation of numbers for all card keys and hard keys provided to the tenant.
- 10.3.6 Documentation that the Owner provided the Tenant with a tour of the Condominium facility.
- 10.3.7 No Tenant's name will be added to the Directory until the Owner has complied with the requirements of 10.2 and 10.3.
- 10.4 Owners are responsible for their Tenants compliance with the Declaration, Bylaws and Rules and Regulations. An Owner will be notified of the tenant's violation in writing. After a third violation, the Board can require the Owner to immediately commence proceedings to evict the Tenant under Washington State Laws.
- 10.5 In the case of a Board required eviction, the Board or Association will not be liable for any costs the Owner may incur, including but not limited to legal fees, court costs, or loss of rent.
- 10.6 The Owner remains responsible for any damages to the Condominium by Tenant throughout the eviction and move out process.

11. CHANGE OF OCCUPANCY

- 11.1 All move ins and move outs must be scheduled with the Building Managers. Owners must notify the Building Manager no less than 24 hours in advance of a planned move-in or move-out to schedule the activity.
- 11.2 Move in and move out activities shall take place no earlier than 8 am and not later than 10 pm.
- 11.3 A non-refundable fee of \$200 will be charged to any Unit for each change in occupancy, including rental or owner tenancy. This fee will be deposited into the general operating budget and will be used to cover maintenance costs to Common Areas subject to extra use during the moving process.
- 11.4 Plastic runners must be obtained from the building manager and placed over carpet between entrance doors and elevator whenever homeowners or tenants are moving in or out (change of occupancy) or when furniture or appliances are moved in or out.

12. DUE PROCESS PROCEDURE

- 12.1 Rules shall be adopted by the Association and enforced by the Board, unless a specific violation is a matter of public safety. Matters of public safety will be referred to the appropriate authority. Owners must comply with the Rules. Owners are responsible for their Tenants' compliance with the Rules.
- 12.2 The Board recommends wherever possible, the disturbed party should first contact the originator of the violation in order to request compliance or cooperation. This may not be reasonable if there is a threat to one's person, or to the safety of other Residents, or to the building. If there is a threat, contact law enforcement.
- 12.3 All other reports of violations must be submitted in written form to the Board. The Board may decide to refer the matter to law enforcement.
- 12.4 A Notice of the reported violation shall be sent by certified mail to the Homeowner. The Notice will specify a hearing date to be conducted by the Board. If the violator is unable to attend the scheduled hearing, another date will be set that is agreeable, to all parties but not later than thirty (30) days from the date of the Notice, and not precluding ten days notice to all parties.

- 12.5 All parties shall have an opportunity to be heard at the hearing. After testimony, the Board shall then determine if a Rules violation has occurred, and if a fine will be assessed. All parties shall be given written notification of the decision. The Board will, at its next meeting, take action to assess the fine, if applicable.
- 12.6 Owners are responsible for Rules compliance by their Tenants. If a Tenant is found in violation of the Rules, and a fine is assessed by the Board, the Owner will be responsible for the payment of the fine.

13. NOISE-OFFENSIVE ACTIVITY-DESIGNATED SMOKING AREAS

- 13.1 No noxious or offensive activity shall be carried on in any Unit, or in the Common or Limited Common Areas, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or Residents.
- 13.2 No Condominium Owner shall make or permit any disturbing noises in the building or any of its common or limited common areas, neither by him/herself, or family, guests, employees, agents, tenants, visitors, etc., nor do or permit anything by such persons, that will interfere with the rights, comforts or convenience of other condominium Owners.
- 13.3 The Seattle Municipal Code defines quiet hours as between 10:00 pm and 7:00 am Sunday through Thursday and between 11:00 pm and 7:00 am Friday and Saturday.
- 13.4 The Patio area will be closed for use to all owners and their guests after 10:00 pm on Sunday through Thursday and 11:00 pm on Friday and Saturday.
- 13.5 Owners who have Hardwood Floors may be required to cover at least 80% of floor space, excluding kitchens and bathrooms, with a rug or carpeting if there are complaints from neighbors. Any noise making devices, i.e. stereo, TV or computers, may be required to have an area rug underneath them to muffle the noise as well. Other measures may be required. You may be required to remove your shoes doing continuous walking.
- 13.6 There shall be no smoking in any of the Common or Limited Common Areas or within 10 feet of building entrances.

14. BICYCLE ROOM

- 14.1 There are limited spaces in the Bicycle Room for storage of bicycles. Availability is on a first come first served basis. The Building Manager will maintain a waiting list.
- 14.2 The Bicycle Room is locked for safety. Bicycle owners who store their bikes in the Bicycle Room must purchase a key. The key will require the posting of a \$50 fee deposit.
- 14.3 The key may be obtained from the Building Manager. All keys must be returned to the Building Manager upon termination of occupancy or when use of the Bicycle Room terminates. A fine will be assessed for keys not returned, equal to the cost of re-keying the Bicycle Room, which is necessary to ensure the security of others' bicycles.
- 14.4 Owners and Tenants use the Bicycle room at their own risk. The Condominium is not responsible for the damage, or theft of items stored in the Bicycle Room.

15. GARBAGE AND RECYCLING

- 15.1 All garbage must be secured properly in plastic bags before depositing in appropriate garbage container in garage.
- 15.2 When recycling opportunities are available, Owners and Tenants are responsible for strict

compliance with recycling requirements and policies in order to prevent the loss of recycling opportunity for other Owners. A fee will be assessed for the contamination of the recycling. (see fine schedule)

16. SECURITY/SAFETY

- 16.1 All entrance doors to Condominium premises are to be kept closed and locked at all times. Locked entrances and exits are not to be opened for unknown persons or blocked open. The only exception being during a move, when the open door shall be monitored at all times by the Owner / Resident. The East Stairwell is an emergency exit and should be reserved for emergencies and not used for routine egress.
- 16.2 Any solicitation or selling from door to door in the building is strictly prohibited.
- 16.3 Unit Owners must notify the Building Manager when a Unit will be vacant for more than 14 days.

17. KEYS/LOCK OUTS

- 17.1 The Association will provide each Owner with two hard keys and two card keys allowing access to the building. Any requests for exception to this policy must be made to the Board in writing.
- 17.2 Owners are responsible for all keys provided to tenants. In the event the building keys are not returned to the Owner by the tenant when a Unit is vacated, the Owner will be responsible for the cost to re-key all locksets for which keys were not returned and the cost of new keys, if needed, for other Owners.
- 17.3 Loss of card keys will result in a charge of \$50 to obtain replacement cards. Loss of the hard keys will result in the cost to re-key all locksets for which keys were not returned and the cost of new keys, if needed, for other Owners
- 17.4 There is no charge for building lockouts that occur during the business hours of the Building Manager, which are 8 am 9pm. After business hours, the following fees shall be charged to the person requesting the service:
- 17.4.1 First lockout: no charge
- 17.4.2 Second lock out: \$25 charge
- 17.4.3 Third lock out: \$50 charge
- 17.4.4 For all subsequent lock outs: \$125 charge

18. ENFORCEMENT

- 18.1 The Board of Directors can take any legal action appropriate to remedy or penalize a violation of these Rules, the Bylaws or the Condominium Declaration. A legal sanction or penalty will not be imposed until the Owner has been given written notice of a violation, has been given the opportunity to respond to or remedy a violation, and has failed to respond to or remedy a violation within the time specified in the letter from the Board.
- 18.2 As described elsewhere in these Rules and Regulations, Owners shall be financially responsible for all damages caused by their tenants or guests, and for any fines imposed as the result of conduct on the part of their tenants, guests, roommates, family, agents or invitees. Any charge for damages or fines shall be imposed against the Unit itself in which the responsible party rented or was visiting, and shall be enforceable in the same manner as is provided for the enforcement of maintenance fees.

- 18.3 Addendum B identify fees and fines for specific violations. In addition, as provided for in Section 12. Due Process, the Board may assess fines for violations as it sees fit.
- 18.4 The Board adopted collection policy is attached as Addendum D...

19. SEVERABILITY

19.1 In the event any of these Rules and Regulations are deemed unlawful or unenforceable, it shall be excised from these Rules and Regulations and all other rules shall remain in full force and effect.

20. SUPERSEDENCE

20.1 These Rules and Regulations shall supersede all prior Rules and Regulations that have been promulgated.

CERTIFICATE OF ADOPTION

The undersigned President and Secretary of AMBASSADOR I CONDOMINIUM ASSOCIATION hereby certify that the foregoing Rules and Regulations were duly adopted by the Ambassador I Condominium Homeowners Association Board of Directors at a meeting held on Suptember 7, 2004.

n Wil

President

etary

4. PARKING/VEHICLES

THE BOARD HAS THE RIGHT AND RESPONSIBILITY TO ENFORCE PARKING RESTRICTIONS AND/OR TO HAVE VEHICLES TOWED AT THE OWNERS EXPENSE. The Association has no record of which unit owns a parking space and has no way of contacting a unit owner about their vehicle(s).

- 4.1 The owner or resident of the property has the right to request the Board have any unauthorized vehicle to be towed, if it is blocking the garage access or parking space. A Board Member, the Association Manager, or the Resident Manager must initiate all tow authorizations.
- 4.2 No parking spaces are to be used as storage or as repair spaces for inoperative vehicles, buses, trucks, campers, recreational vehicles, boats, motorcycles or trailers of any description unless written permission is granted from the Board. Any vehicles not complying with the above will be removed at the owner's risk and expense, three days after written notice from the Board has been posted on the vehicle.
- 4.3 NO PARKING except in designated parking spaces. Any vehicle in a fire lane may be towed without notice. A vehicle using more than one parking stall, illegally parked in a reserved area, or blocking traffic shall be towed away at the owner's expense.
- 4.4 No person shall drive at a speed in excess of five miles per hour in the garage area or driveways.
- 4.5 No on-site washing of vehicles.
- 4.6 Mechanical work on vehicles is not permitted on the property. A resident with a vehicle leaking oil on the garage area is responsible to clean up any leakage. If the Association cleans it up, the owner will be charged a \$50 fine AND the costs of clean up.
- 4.7 All vehicles on the property must be owned by residents of the condominium or guest thereof. The owner of a parking space may rent his/her parking space only to an owner or tenant of Ambassador I or II.
- 4.8 No more than one vehicle may occupy any parking space, unless both vehicles are completely within the designated space. Residents with oversized vehicles are urged to park their vehicles as close to the wall as possible so as not to block or restrict the passage of other vehicles .A vehicle that is determined to be blocking passage of other vehicles because of improper parking may be towed at the owner's risk and expense.
- 4.9 Bicycles or other conveyances will not be parked or stored on the property except as allowed elsewhere in the Rules. The term bicycle will include any conveyance not otherwise mentioned in the Rules. No parking or storage in hallways, stairs, landings, walkways, or against any tree, railing, post, fence, or other attachment. There is limited bicycle storage in the exercise/bike room in the courtyard. The following bike room storage rules apply:

4.9.1 Bicycles may be stored <u>only</u> in the bicycle rack in an <u>assigned rack space</u>.
4.9.2 Bicycle storage is on a first-come-first-served basis. Contact the Board if you wish to be assigned rack space. There is no charge for use of the rack space.

Bicycles may be stored only with the express written permission of the Board. Each approved bicycle will be assigned a rack space. Each approved bicycle will be issued a sticker that will be placed on the seat post. Each request for a rack space will include the unit owners contact information, and the tenants contact information, if different. The Board will provide an application form that must be filled out and signed by the owner or tenant. Rack space cannot be assigned or transferred by anyone other than the Association Board of Directors or their designee. If a tenant or owner moves the space will be considered vacant, any bicycle will be removed and disposed of and the space will go to the next person on the list. No more than one bicycle can be stored in one rack space. The Board will reject any application for more than one space per unit. Use of the bicycle rack is subject to the resident's agreement to the following terms and conditions: 4.9.3. Only operable bicycles may be stored. No item that is not permanently attached to the bicycle may be stored with the bicycle. (No helmets, packs, etc.) If a homeowner who is granted an assigned rack space continually violates the rules of usage, the Board or designee can permanently revoke their use to a space. Bicycles that are not removed after written notice from the Board will be removed at the owner's risk and expense and without Board liability or bicycle owner recourse.

4.9.4 Any bicycle in the rack without a sticker will be removed and disposed of immediately. Any bicycle parked anywhere other than the bike rack or other designated area described in the Rules and Regulations will be removed and disposed of immediately.

4.9.5 The Board assumes no liability for theft or damage of any bicycle.

4.9.6 Locks must be used and are the responsibility of the bike owners.

4.10 Garage door openers shall not be left in vehicles. Remote openers are an electronic key; leaving them in a vehicle is a security risk for you and your neighbors. Please report a stolen opener to The Property Manager. No fine or penalty will be imposed for prompt reporting. The minimum fine will be \$100 if a resident fails to report a lost or stolen opener. Garage door openers are the responsibility of the owners and are not provided by the Association.

Addendum B

Fee and Fine Schedule

Violation	Fine
1. Monthly Assessment Late Fee (First Month)	\$25.00
2. Monthly Assessment Late Fee (Subsequent Months)	\$50.00
3. Non-Sufficient Funds Check Fee	\$40.00
 Unauthorized Entry/Access to: Roof, electrical room, elevator room, lobby storage, cable and phone rooms 	\$250.00*
5. Re-model Deposit	\$500.00**
6. Spills, trash and debris left in Common Areas	\$100.00*
7. Stains, dents and damage to Common Areas	\$100.00*
8. Change of Occupancy	\$200.00
9. Smoking in Common Areas	\$100.00
10. Contaminating the recycling bins	\$100.00+
11. Lost Entry Card	\$50.00
12. Second Lock-out	\$25.00
13. Third Lock-out	\$50.00
14. Lost Keys	Cost to re-key

*Or actual cost of repair if greater

** See Section 7.4 of these Rules & Regulations and Ambassador I Homeowners Association Remodeling and Repair Guide

+ plus the fine assessed by the City of Seattle

Addendum C

UNIT INFORMATION SHEET

Unit Owner's Name (s):
Owner's Address (Off-site Only)
Email Address (All Owners)
Telephone Numbers Home: Work:
Employer
Renter's/Leasor's Full Name(s):
Telephone Number: Home: Work:
Renting Since / /
Owner's Emergency Contact Name(s):
Telephone Number:
Pet on site? Y / N Type
Parking Stall Number Own/Rent (circle one) Storage Locker Number
Make/Model/Color/License Plate #:
Bike Storage: Describe Bike:
Hot Water Heater Installed: Date (copy of invoice if within one year)
Installed by:
Make/Model # Serial #
Warranty Period from date of Installation:(Years)
Unit/Landlord Insurance Yes No
Mortgage Company
Address
Loan #

Date:

Please Note: This form must be resubmitted annually, and received by **January 15**, or the date of the annual meeting, whichever is later. The Board may assess a fine for missing forms or information. This is for the safe operation of your building, and helps all owners. Thank you.

Addendum D

Collection Policy and Process

The Ambassador I Homeowners Association Board of Directors (Board) has accepted the responsibility to manage the property owned in common by all homeowners, as well as the common funds collected to maintain the building, improve the living environment, and protect our collective investments. Board members are not paid for serving on the Board, or for any of their time spent in meetings, research and or other Board related activities.

The Board has become increasingly frustrated over the difficulty in collecting assessments from a few homeowners. After trying several methods of collection, with limited success, the Board has developed the following process, consistent with the provisions of the Ambassador I Condominium Rules and Regulations, By Laws and Declarations, and the Condominium Act.

- When an assessment¹ is delinquent, a penalty is incurred.
 - Dues assessments not paid by the 15th of the month incur a late fee.
 - o Delinquent date for non dues assessments are stated in the assessment notice.
- When an assessment is in delinquency for 30 days, interest @ 12% per annum begins to accrue, increasing the final cost of the assessment. Monthly Assessments are due on the 1st of each calendar month, are delinquent after the 15th and are 30 days delinquent after the 1st of the month (not thirty days after the 15th).
- When an assessment is in delinquency for 60 days, a notice will be sent showing the amount owed including interest and late fees, and providing that in 30 days a lien will be filed against the unit.
- When an assessment is in delinquency for 90 days, the Board will file a lien against the Unit. The cost of preparing and filing the lien will be added as an assessment.
- If the delinquency has not been cured within 120 days of the initial due date, either the 1st of the month for dues assessment, or as designated in the assessment notice, the Board will issue a 10 day notice terminating utility service (Shut off Notice).
- If the delinquency is not cured to the satisfaction of the Board prior to the expiration of the 10 day period established in the Shut off Notice, the electrical service will be shut off to the delinquent unit.

This policy will be applied to all homeowners, including the commercial spaces, effective immediately.

¹ Assessment as defined by the Condominium Act and consistent with the Ambassador I Condominium Declarations includes monthly dues, fines for rules violations, special assessments and all sums assessed by the Association (via their Board of Directors).