



**ASHBURY**  
CONDOMINIUMS

# Rules & Regulations of the Association

Revised: October 30, 2018

For questions about these Rules & Regulations contact the Ashbury  
Association Manager and the Ashbury Board.

**The Ashbury Condominium  
Rules & Regulations  
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## **A. COMMON ELEMENTS**

The Common Elements Rule is designed to assure the aesthetic value of the Ashbury Condominium facility and to minimize fire hazards.

Car parts, vehicle accessories, personal property, trash, or other miscellaneous items shall not be stored in Common areas, including, but not limited to, garage areas, elevator lobbies, or outside of storage lockers.

All items found in violation of this Rule or any Ashbury Declaration shall be removed at the owner's expense and sold, donated, or discarded.

No combustibles or flammable liquids shall be stored in any storage locker area.

This Rule further declares that all Common Elements will be free of items that are the sole property of any Unit or their guests or renters.

Authority for this rule is granted in Article 6, Description of Common Elements, of the Ashbury Declaration. This Rule was developed to support elements found in Article 6 and in Article 11, Use: Regulation of Uses: Architectural Uniformity.

Residents who do not follow the Comment Element Rule will receive a warning on the first occurrence. Subsequent occurrences will result in a fine. Refer to section Q called Fees & Fines for Violations for additional information.

## **B. HARD-SURFACE FLOORING**

The following provisions regarding the installation of hard-surface flooring are intended to supplement existing provisions as specified in the Declaration and Covenants, Conditions, Restrictions and Reservations for Ashbury, a Condominium (Declaration) relevant to hard-surface flooring.

**Approvals.** Before any work is done, the owner proposing installation of hard-surface flooring (Owner) must obtain approval from the Ashbury Condominium Association Board (Board). Before any installation work is done, the Owner shall submit a formal request to the Board for approval, including the following documentation:

- A plan or drawings indicating where the proposed hard-surface flooring shall be installed.
- Documented approval from any affected homeowners as a result of the construction and installation of hard-surface flooring.
- Proposed time frame for installation.

**Soundproofing.** The Owner's plans to install hard-surface flooring shall minimize the transmission of footsteps and other floor sounds into neighboring units. Section 11.5.2 of the Declaration specifies the sound transmission standards required for construction and installation. Consistent with these standards, the owner shall install sound-absorbent material underneath the flooring, including but not limited to cork. Soundproofing requirements do not apply to units on the first floor.

Before soundproofing materials are installed, the owner must submit a receipt along with a technical-specifications sheet to the Board of the proposed sound-absorbent material to be used.

**Construction Regulations.** Before construction begins, the owner shall obtain and present to the Board a certificate of liability and workers compensation insurance from the contractor that names the Association as additional insured. The general liability coverage should be at least \$1 million. This coverage is intended to protect the owner, other residents, and the Association in the event of accidents, damage, or injuries during the course of construction.

Once construction begins, the Owner shall comply with the following requirements and terms:

- Installation of hard-surface flooring shall comply with the all applicable provisions and bylaws of the Declaration, and all Ashbury Rules. These include acquiring all necessary approvals from affected owners (the unit(s) below the owner proposing to install said flooring), as per Sections 11.5.2. In addition, the Owner shall install appropriate area carpeting as per Section 11.5.3.
- All work must comply with municipal building, health, and safety codes. An association remodeling permit does not imply compliance with municipal requirements.
- The Board has the right to inspect work for compliance with the terms of its approval.
- Any damage to the common elements, limited common elements, or other units caused by the work must be repaired at the Owner's expense. Repairs shall be facilitated by the Board and billed to the Owner.
- Main phone, cable, power, and other utility lines to the building may not be interfered with.
- Remodeling must be performed between 8 a.m. and 6 p.m. daily--excluding Saturday and Sunday, when construction is prohibited.
- The owner must arrange for the daily removal of any remodeling debris and supplies. If a common area has to be cleaned up as a result of the work, the association will bill the owner for the cost.
- If flooring is installed without proper approval, it will be removed at the owner's expense. Each day that the unapproved floor is not removed, the owner will pay \$15 per day in violation.

**Complaint Procedure.** In the event a unit owner below a unit with hard-surface flooring perceives excessive noise emanating from said unit, the affected owner(s) shall follow the following process to register a complaint:

- Any unit owner filing a complaint about flooring must pay a deposit that will cover the cost of investigating the complaint.
- Once a complaint has been filed, the Board shall retain an independent acoustical consultant to test the insulation class of the flooring. If the consultant determines that the flooring is in compliance with Association rules, the resident who filed the complaint shall pay for the cost of investigation. If the owner is not in compliance, the Association will charge the Owner for the investigation and also require the floor to be modified in order to be in compliance with all applicable provisions of the Declaration.

### **C. REMODELING/ALTERATIONS/CONSTRUCTION**

As specified in the Declaration, By-Laws, and Rules and Regulations of the Ashbury Condominiums, all proposals for:

1. Alterations to individual units which may affect the structural or fire safety of the building or which may affect neighboring units, or
2. Alterations to the limited common or common areas, or

3. Changes to the exterior appearance of the building must first be submitted to the Board of Directors in writing, and no work may be started without written Board approval.

The Board may require drawings, further information and/or outside consultation from the resident owner. All costs associated with the Board requests shall be borne by the requesting unit owner.

The common areas are everyone's "front hall" and shall be treated as such. Any contractors and service providers acting on behalf of individual residents must take care to protect these areas from damage or disturbance. This Ashbury Rule (Remodeling/Alterations/Construction) shall be made a part of any contract for services and/or construction to provide guidance and ground rules for the contractor or service provider.

### **Regulations for Contractors and Service Providers**

Construction work is limited to the hours of 8:00 AM to 6:00 PM Monday through Friday – holidays excluded.

No construction debris of any kind may be placed in the Ashbury trash dumpsters or recycle bins. Debris and material storage are prohibited anywhere on the Ashbury property except within an individual's unit.

Every precaution must be taken to minimize dust, fumes, and disturbance to residents of the building, including, but not limited to, dust barriers, floor protective drop cloths, padding and corner guards as required in the common areas; adequate ventilation for any paints, solvents, adhesives, or other odiferous construction materials or processes being used. Paint and solvents may not be poured down any sink drain or catch basin. Brushes, rollers, and other construction equipment must be cleaned off-site.

All work is to take place within the confines of the individual's unit. No work is permitted in the common areas, including the grounds of the building.

While a certain amount of construction noise is unavoidable, radios or other electronic sound devices must not be played so loud as to be heard outside the door of the unit, nor is singing, yelling, cursing, or off-color language appropriate to our residential environment.

Hallways, stairs, and entries must be vacuumed and left clean at the end of each workday.

The elevator must be scheduled through the Ashbury Association Manager. Protective pads will be used if any work materials are moved in the elevator.

Construction vehicles will not be parked in the building garage, or in lots next to Ashbury without permission from the property owners.

Entry doors to the building will not be propped open and building security must be maintained at all times. The unit owner or resident is responsible for contractor and service provider access to the building.

Any damage done to the building or grounds as the result of the construction is the responsibility of the unit owner. Repair of such damage shall be facilitated by the Ashbury Association Manager and will be charged to the unit owner. It is the responsibility of the unit owner to schedule a building walk-through with the Ashbury Association Manager prior to the

beginning of project work if the unit owner or resident is concerned about common area damage already present.

#### **D. GARAGE PARKING & GARAGE DOOR MAINTENANCE TIPS**

1. To prevent unauthorized vehicles and persons on foot from entering the garage, please wait for the door to close completely when entering or exiting.
2. Parking is by assigned spaces only. Improperly parked or unauthorized vehicles will be impounded at the discretion of management and will be removed at owner's expense and risk.
3. Each resident using an owned or rented parking space must notify management of the make of vehicle, owners name, unit number, license number and parking space number.
4. Major car repairs are not permitted on the premises. The use of gasoline and/ or combustibles for cleaning or any use other than as motor fuel is prohibited.
5. Inoperative vehicles are not allowed to remain on the premises for more than 72 hours. Violations will result in towing at the vehicle owner's expense and risk.
6. Some extra spaces may be available from time to time and can be rented. Please contact the Ashbury Association Manager for availability.

#### **Garage Door Maintenance Tips**

Here are some things to check before you call for service:

1. Wipe off the white/silver reflector and the 2 lenses on the left side of the garage door as you are leaving. The lenses are near the floor. They can sometimes become "fogged" during a period of rain or mist.
2. Press the black RESET button. It is located on the motor control above, near the pulley wheel. An occasional power surge can trip that button. A stick is available to assist with pressing the RESET button.
3. Check the pulley wheel to verify that it is disengaged. Think of it as a kind of 10-speed bicycle sprocket.

#### **Power outage:**

1. Pull large chain out of "keeper".
2. Pull one of the red handles to the opposite setting.
3. Pull large chain to SLOWLY open the door.
4. Place large chain back into the "keeper".

#### **When all else has been tried and the door is still stuck, call:**

1. Sound Overhead Door at (206) 248-8300, or if unavailable,
2. Ashbury Association Manager

#### **E. FURNITURE OR LARGE ITEM MOVE**

Use of elevator pads is required when using the elevator to move furniture or large items.

Elevator pads are located on the wall in the storage room behind the Ashbury Mailboxes. Your building key opens the door to this storage room.

Because elevator cab restoration can run into thousands of dollars, it is essential that everyone make use of the elevator pads.

Please return the pads to the storage room and hang them up when you have completed your furniture or large item move.

## **F. ROOFTOP DECK**

**SMOKING:** Smoking is not permitted on the rooftop deck. Please refer to Section H for the complete set of house rules pertaining to smoking in common areas.

**PETS:** Pets are not allowed on the rooftop deck for the health and safety of our residents. Not following this rule the first time will result in a warning. All subsequent occurrences will result in a fine. Refer to section Q called Fines for Violations for additional information.

**TIME OF USE:** The patio is available to all residents from 8 am to 10 pm daily weekdays and 8 am to 11 pm on weekends and holidays. The Municipal Noise Ordinance will be strictly enforced. Please keep stereos or other sound equipment at a minimal sound level when entertaining guests or using the rooftop. Please be respectful to other residents.

**OCCUPANCY LIMITS:** Per Fire Department regulations, there will be a maximum number of 40 occupants allowed on the rooftop at any given time. If planning a group activity, notify the Property Manager no less than 3 days prior to event. In the event two groups wish to use the deck at the same time, the group notifying the property manager first will be given preference.

**ACCESS LIMITS:** Residents or their guests are not permitted on the non-patio portion of the roof.

**BBQ GRILL USE:** No personal BBQ's are permitted on the rooftop deck. The association will provide an electric BBQ. Residents may use the BBQ grill April-October (weather permitting) during the hours of 8 am to 9 pm on weekdays, and 8 am to 10 pm on weekends and holidays. Residents who choose to use the BBQ agree to the following cleaning and care rules:

- Read and follow all user's guide instructions for use, safety, and care that is available for download from <http://ashburycondos.com/> and posted in the rooftop deck lobby.
- Residents must clean the BBQ after each use, & on the day of use in accordance with the user's guide provided with the BBQ. Only use the cleaning tool provided on site with the BBQ.
- Residents who do not clean the BBQ will receive a warning on the first occurrence. Subsequent occurrences will result in a fine. Refer to section Q called Fines for Violations for additional information.
- Unplug and cover the BBQ after each use with the cover provided on site.
- Residents must immediately inform the board of any defacements to the rooftop deck should any such incidents occur during or after use.
- Residents cannot move or relocate the BBQ.
- Residents assume responsibility for any injury to themselves or others around them that may occur during their use of the BBQ grill.

The association will provide a sign-up sheet for use of the BBQ to help residents manage and avoid overbooking of the BBQ. The sign-up sheet will be located in the lobby of the rooftop deck area.

**DINING:** The rooftop deck is a place for all residents to enjoy. Residents who bring food and/or drinks to the rooftop deck are asked to take responsibility for ensuring that all containers and other refuse are removed and disposed of in the downstairs dumpster. A hose is available to wash down the decking.

**FURNITURE:** Furniture is provided for resident use. Residents are encouraged to use the available furniture. Residents may bring their own furniture for use. Personal furniture should not be stored on the rooftop deck.

## **G. MAINTAINING PERSONAL AND PROPERTY SAFETY**

Safety is the responsibility of all homeowners. Please follow the safety measures below.

**Watch for the garage door to close when entering or leaving the garage.** The garage door is set to close as quickly as safely possible and takes about 15 seconds to close. Driving away from the door before seeing it close allows a window of opportunity for someone to slip into the garage unnoticed. Please always watch the door close completely before leaving the building and driving to your parking space to ensure no one enters the garage unnoticed.

**Meet delivery people at the front door rather than buzz them in.** It is important not to let people into the building unaccompanied that you do not know.

**Confirm that people unknown to you who want to follow you into the building are residents or do not let them in.** If you are entering the building and someone you do not recognize is following you in, please confirm that he or she is a resident. Allowing visitors to follow you in can present a security risk if the visitor is unexpected or is trying to enter the building for purposes other than an expected visit. If the person is not a resident and wants to follow you in, please ask them to call up to the unit they are here to visit and ask to be buzzed in rather than follow you in. This will ensure everyone's safety in the event that the visitor's presence is unwanted, or the visitor is here for purposes other than to visit a residence.

## **H. SMOKING**

Smoking in any common areas, including the garage, stairwells, hallways, lobby, mailroom, storage rooms, and roof top deck or within 20 feet of the building is prohibited. Smoking on a unit balcony or patio is allowed SO LONG AS no reasonable complaint is received from another resident that the smoke produced by the smoker is creating a nuisance, annoyance or health problem for the complainant, in which case the Board may require the smoker to cease from all smoking on that balcony or patio.

Residents who do not adhere to the smoking rules will receive a warning on the first occurrence. Subsequent occurrences will result in a fine. Refer to section Q called Fines for Violations for additional information.



## **I. NOISE**

Quiet hours are from 11 pm to 8 am 7 days a week. During quiet hours homeowners and residents are requested to minimize noise such as slamming doors and holding conversations adjacent to units.

## **J. RECYCLING**

Recycling is good for the environment, and it's the law—City ordinance bans recyclable paper, cardboard, glass and plastic bottles, and aluminum and tin cans from garbage containers.

Before placing into the dumpster, the City of Seattle requires all cardboard to be broken down and flattened. Not flattening boxes fills up the bin more quickly, keeping residents from being able to deposit their recycling for the next pick up. Owners and residents are responsible for ensuring all recyclable materials are deposited into the recycling bin and boxes are broken down.

Any material that will not fit into the dumpster or is prohibited from being placed in the dumpster by the City is the responsibility of the resident to have hauled away.

Residents who choose not to break down their boxes before placing into the recycling will receive a warning on the first occurrence. Subsequent occurrences will result in a fine. Refer to section Q called Fines for Violations for additional information.

## **K. ENTRY FOB POLICY**

Each owner may receive, without charge, two key chain entry fobs, and one garage door opener fobs (a total of 3 fobs).

If additional fobs are needed, owners should contact the Association Manager for information on pricing and purchasing. Renters should contact their landlords to request additional fobs.

All fobs are non-duplicable - each FOB has a separate electronic ID code and may be obtained only from the Association Manager.

The Association Manager will record issuance of each fob and its receipt must be acknowledged by signature of the unit owner in a fob log to be maintained by the Association Manager. The owner must identify at the time of signing who will be in possession of each fob.

Any resident other than an owner (for example, a renter) may obtain a fob upon written permission of that unit owner (who will be held responsible for the fob).

Upon the sale or transfer of a condominium unit, the owner must transfer all fobs and garage openers to the buyer.

**CHANGING OF LOCK SYSTEM:** The entry lock and fob system will be changed:

1. Upon knowledge of the Board that five or more fobs have been lost or stolen; or
2. At any time the Board deems it necessary to correct a security risk or failure.

Changing of the lock system involves recoding the lock system and issuing new fobs to each unit. Old fobs need to be discarded by each homeowner after a short grace period following distribution of new fobs using the procedures detailed above.

**LOST OR STOLEN FOBS:** Owners and renters are responsible for reporting lost or stolen fobs to the Association and/or the Association Manager. Owners are responsible for purchasing new entry fobs at costs detailed above.

**RESPONSIBILITY:** Neither the Association, its Board of Directors, nor the Association Manager is responsible to ascertain whether an entry fob has been lost nor are any of them responsible for losses suffered as a result of entry by any person using an entry fob. It is the responsibility of each owner to safeguard his/her fobs for his/her own security and the security of the entire property.

## **L. COLLECTION POLICY FOR DELINQUENT ASSESSMENTS**

WHEREAS, the Board of Directors of the Ashbury Condominium Association is charged with the responsibility of collecting assessments for common expenses from unit owners pursuant to the Association Declaration and/or Bylaws; and

WHEREAS from time to time unit owners become delinquent in payment of those assessments and fail to respond to the demands from the Board to bring their accounts current; and

WHEREAS, the Board deems it to be in the best interests of the Association to adopt a uniform and systematic procedure for dealing with delinquent accounts in a timely manner, and further believes it to be in the best interests of the Association to refer these accounts promptly to an attorney for collection so as to minimize the Association's loss of assessment revenue; and

WHEREAS the Board has retained the Association's attorney for the attorney's experience in representing condominium and homeowner associations in collections and in other matters; and

WHEREAS, the Board has directed the Association's attorney to represent the Association on the terms outlined in this resolution; NOW, THEREFORE,

BE IT RESOLVED that the Association's attorney shall pursue all collection and other matters which the Board, acting through the Treasurer or manager, may from time to time refer to the attorney and shall provide any advice and counsel which the Board may from time to time require; and

BE IT FURTHER RESOLVED that the Treasurer or manager, acting on behalf of the Association, shall pay the Association's attorney the attorney's usual and customary charges for time incurred in connection with the attorney's representation of the Association, together with all costs incurred by the attorney, including but not limited to fees and charges for filing, service of process, messenger service, court reporters, electronic or computer assisted legal research, photocopies, postage, long distance calls, investigator's services, credit report and title reports, promptly upon receipt of the attorney's monthly invoice; and

BE IT FURTHER RESOLVED that pursuant to the Declaration and/or Bylaws and RCW 64.34.364(13) there is hereby levied against any assessment account which is not paid in full as of the 15th day of the month and a late fee in the amount of \$50.00 which the Treasurer or manager is authorized and directed to charge to and collect from any delinquent unit owner; and BE IT FURTHER RESOLVED that the Treasurer or manager is directed to send to any unit owner

who is more than sixty (60) days delinquent in the payment of regular or special assessments or other charges authorized by the Association's governing documents (hereinafter referred to as "Assessments"), a written notice that if the account is not paid in full within ten (10) days it will be turned over to the Association's attorney for collection, including filing a lien against the delinquent unit, and that the unit owner will be liable for payment of the minimum charge imposed by the Association's attorney to cover fees and costs charged to the Association; and

BE IT FURTHER RESOLVED that the Treasurer or manager is directed to refer any account which remains delinquent for ten (10) days or more after the written notice to the Association's attorney for collection; and

BE IT FURTHER RESOLVED that the Treasurer or manager is directed to consult with the Association's attorney and turn over for collection immediately any account where the unit owner files or is the subject of a petition for relief in bankruptcy or a lender has commenced any action for foreclosure of its lien against the unit; and

BE IT FURTHER RESOLVED that the following policies shall apply to all delinquent accounts turned over to the Association's attorney for collection:

1. All contacts with a delinquent unit owner shall be handled through the Association's attorney. Neither the Treasurer or manager nor any Association officer or director shall have authority to settle the collection of the account directly with a unit owner after it has been turned over to the Association unless the Association's attorney is present or has consented to the contact.

2. All sums collected on a delinquent account shall be remitted to the Association in care of the Association's attorney until the account has been brought current.

3. To the extent provided by the Declaration and/or Bylaws, all of the estimated Assessments due for up to the next succeeding twelve (12) months shall be accelerated and become immediately due and owing upon any required notice to the unit owner. However, the Association's Treasurer or manager and attorney are granted the discretion to waive this acceleration in whole or in part under circumstances that they deem to be appropriate.

4. To the extent provided by the Declaration and/or Bylaws, a delinquent Assessment deposit of up to three (3) months estimated Assessments shall be assessed on the unit owner's assessment account. However, the Association's Treasurer or manager and attorney are granted the discretion to waive this Assessment deposit in whole or in part under circumstances that they deem to be appropriate.

5. To the extent provided by the Declaration and/or Bylaws, the Association's attorney shall give notice, as allowed by RCW 64.32.200, to the delinquent unit owner that, if the delinquent account is not brought current within the time stated, or a satisfactory agreement has not been reached to accomplish this, any or all utilities to the unit will be severed and will remain severed until full payment is received. At expiration of the notice period the Association's attorney shall inform the Treasurer or manager of the status of the account and the Treasurer or manager shall make arrangements immediately to sever the electrical service to the delinquent unit, together with any other utility services that can be severed or disconnected at a reasonable cost to the Association. The costs of disconnection and reconnection shall be a charge assessed to the delinquent unit and unit owner.

5. To the extent provided by the Declaration and/or Bylaws and to the extent that a delinquent unit is rented by its owner, the Association's attorney is authorized to demand and

collect the rent from the tenant in the unit, and in the event that the tenant agrees to make, and does make, the required payments, no utility service to the unit shall be disconnected.

6. Interest at the rate provided by the Declaration and/or Bylaws or otherwise at the legal rate shall be collected on all delinquent Assessment amounts, including but not limited to late charges and legal charges. However, the Association's Treasurer or manager and attorney are granted the discretion to waive this requirement in whole or in part under circumstances that they deem to be appropriate.

7. The Association's attorney's minimum legal fee shall be assessed against each delinquent unit and its owner (including repeat collections) when the account is turned over to the Association's attorney for collection. All legal fees and costs incurred in the collection of a delinquent account shall be assessed against the delinquent unit and owner and shall be collectible as an Assessment as provided in Declaration and/or Bylaws and RCW 64.34.364(14).

## **M. PETS/ANIMALS**

As specified in the Declaration and Covenants for the Ashbury Condominium, Article 11 Use: Regulation of Uses; Architectural Uniformity, Item 11.13 Pets the keeping of pets shall be subject to such reasonable rules and regulations as the Board may from time to time adopt.

1. Pets/Animals are the sole responsibility of their owner(s).
2. Pets/Animals in Common Areas must be on a leash and/or carried and must be under the full control of the person with the leash or carrying the pet/animal.
3. The leash for pets/animals in Common Areas must be short enough to prevent the stair and/or hall walls, corners, or doors from being marked or otherwise damaged.
4. Pet/Animal waste, poop, feces, vomit, hair balls, and/or tracked material are the full responsibility of the pet/animal owner(s) or care giver(s). Material must be disposed of immediately in a manner acceptable to the Ashbury Condominium Association and to local, city, county, state or federal ordinances, rules or regulations.
5. Owners or caregivers must immediately clean up anything their pet/animal deposits in the Common or Limited Common areas of Ashbury. Any expenses associated with the cleanup and/or repair of any damage to Common or Limited Common areas that can be linked to a Unit will be charged to that Unit.
6. Any and all expenses associated with the violation of any section or provision of this rule will be charged to the pet/animal's owner(s).
7. Pets/Animals include but are not limited to: Dogs, cats, birds, reptiles, rodents, animals, livestock, domestic animals or poultry, or living creatures of any kind.
8. The Board may require the removal of any animal which the Board in the exercise of reasonable discretion finds disturbing other Unit Owners/Residents unreasonably and may exercise this authority for specific animals even though other animals are permitted to remain.

9. Pets/Animals may not be bred for personal or commercial purposes.
10. The Seattle Animal Shelter is responsible for handling complaints from individuals about people not picking up after their pets/animals.

**Seattle Animal Shelter – 206-386-7387 (PETS)**  
**2061 – 15<sup>th</sup> Avenue West, Seattle, WA 98119**  
[www.SeattleAnimalShelter.org](http://www.SeattleAnimalShelter.org)

11. Additional information on Animal Care & Control can be found at

<http://www.kingcounty.gov/safety/AnimalServices/complaints.aspx>

## **N. INSTALLATION OF ANTENNAS**

### 1) Preamble

These rules were adopted by the Ashbury, a Condominium Owners Association on the date stated below, to become effective immediately.

WHEREAS, Ashbury, a Condominium Owners Association (the "Association") is responsible for governance and maintenance of the Ashbury Condominium (the "Condominium") common areas; and

WHEREAS, the Association exists and operates pursuant to applicable state law and its articles of incorporation, condominium declaration, bylaws and rules and regulations (the "Governing Documents"); and

WHEREAS, the Association is authorized to adopt and enforce reasonable rules and regulations in the best interest of the Association, pursuant to state law and Governing Documents permitting the Association to adopt and enforce rules; and

WHEREAS, the Federal Communications Commission (the "FCC") adopted a rule (the "OTARD Rule") effective October 14, 1996 preempting certain restrictions in Governing Documents concerning the installation, maintenance, and use of antennas in the best interests of the Association and consistent with the FCC rule, and has amended that rule on January 22, 1999 and October 25, 2000;

NOW THEREFORE, the Association adopts the following rules and regulations regarding installation of antennas ("Antenna Rules"), which shall be binding upon all Unit Owners and their grantees, lessees, tenants, occupants, successors, heirs and assigns who currently or in the future may possess an interest in the Condominium, and which shall supersede any previously adopted rules on the same subject matter.

## 2) Definitions

a) Antenna shall mean any device used for the receipt of video programming services, including direct broadcast satellite (DBS), television broadcast, and multi-point distribution service (MDS), and customer-end antennas that receive and transmit fixed wireless signals. A reception antenna that has limited transmission capability designed for the viewer to select or use video programming is a reception antenna provided that it meets FCC standards for radio frequency emission. A mast, cabling, supports, guy wires, conduits, wiring, fasteners, or other accessories necessary for the proper installation, maintenance, and use of a reception antenna shall be considered part of the antenna.

b) Mast shall mean any structure to which an antenna is attached that raises the antenna height.

c) Transmission-only antenna shall mean any antenna used solely to transmit radio, television, cellular, or other signals.

d) Telecommunications signal shall mean signals received by DBS, television broadcast, and MDS antennas and signals transmitted or received by customer end fixed wireless signals antennas.

e) Fixed wireless signals are any commercial non-broadcast communications signals transmitted via wireless technology to and/or from a fixed customer location. Examples include wireless signals used to provide telephone service or high-speed Internet access to a fixed location. This definition does not include, among other things, AM/FM radio, amateur ("HAM") radio, Citizens Band ("CB") radio, and Digital Audio Radio Services ("DARS") signals.

f) Exclusive-use area shall mean limited common areas in which a Unit Owner has a direct or indirect ownership interest and that is designated for the exclusive use of the Unit as defined in the Condominium Governing Documents.

g) Impairing Use shall mean impairing a viewer's ability to install, maintain, or use a protected antenna, including to unreasonably delay or prevent installation of an antenna protected by the FCC rules, to unreasonably increase the cost of installation, maintenance or use of such an antenna, or to preclude reception of an acceptable signal by such antenna.

h) Tenant shall mean a tenant or lessee of a Unit.

## 3) Installation Rules

### a) Antenna Size and Type

i) DBS antennas that are one meter or less in diameter may be installed. DBS antennas larger than one meter are prohibited.

ii) MDS and fixed wireless antennas one meter or less in diameter may be installed. MDS and fixed wireless antennas larger than one meter are prohibited.

- iii) Antennas designed to receive television broadcast signals, regardless of size, may be installed.
  - iv) Installation of transmission-only antennas are prohibited.
  - v) All antennas not covered by the FCC rule are prohibited.
- b) Location
- i) Except as provided in Paragraph 3.2.3, below, antennas may be installed solely in a Unit, on individually owned property, or a Unit's exclusive-use area, as designated on the recorded deed and Association's Governing Documents. This may include any patio, deck and/or balcony belonging to a Unit. Installation of antennas in an exclusive-use area does not convert that area to individually owned property.
  - ii) If acceptable quality signals may be received by placing antennas inside a Unit, without Impairing Use, then outdoor installation is prohibited.
  - iii) Antennas shall not encroach upon common areas or any other Unit or exclusive-use area, or the air space of another Unit's exclusive-use area.
  - iv) Antennas shall be located in a place shielded from view from outside the Condominium or from other Units to the extent this can be accomplished without Impairing Use. This section does not permit installation on common areas, even if an acceptable quality signal may not be received from an individually owned Unit or that Unit's exclusive-use area.
- c) Installation on Exclusive Use Areas
- i) Antennas shall be no larger nor installed higher than is necessary for reception of an acceptable quality signal.
  - ii) All installations shall be completed so that they do not damage the common areas, individual Units or the exclusive-use area of any Unit or void any warranties of the Association or other Unit Owners, or in any way impair the integrity of the buildings, common areas, exclusive-use areas or Units.
  - iii) Any installer other than an Owner or Tenant shall provide the Association with an insurance certificate listing the Association as a named insured prior to installation. Insurance shall meet the following minimum limits:

Contractor's General Liability (including completed operations): \$1,000,000. The purpose of this regulation is to ensure that antennas are installed in a manner that complies with building and safety codes and manufacturer's instructions. Improper installation could

cause damage to structures, posing a safety hazard to Association residents and personnel.

- iv) Any installer other than an Owner or Tenant shall provide the Association with an indemnity agreement in the form attached.
  - v) Antennas must be secured so that they do not jeopardize the soundness or safety of any structure or the safety of any person at or near the antennas, including damage from wind velocity.
  - vi) There shall be no penetrations of exterior, exclusive-use areas of the building unless it is necessary to receive an acceptable quality signal, or it would unreasonably increase the cost of antenna installation, maintenance or use. The following devices shall be used unless they would Impair Use:
    - (1) Devices that permit the transmission of telecommunications signals through a glass pane without cutting or drilling a hole in the glass;
    - (2) Devices such as ribbon cable, which permits the transmission of telecommunications signals into a residence through a window or door without penetrating a wall; or
    - (3) Existing wiring for transmitting telecommunications signals and cable services signals.
  - vii) If penetration of the exterior exclusive use areas is necessary, the penetration shall be properly waterproofed and sealed in accordance with applicable industry standards and building codes. The purpose of this rule is to prevent structural damage to the buildings and Units from moisture and growth of mold which may adversely affect the health of residents.
- d) Maintenance
- i) Unit Owners and their Tenants who install or maintain antennas are responsible for all associated costs, including but not limited to costs to:
    - (1) Place (or replace), repair, maintain, and move or remove antennas;
    - (2) Repair damage to any property caused by antenna installation, maintenance or use;
    - (3) Pay medical expenses incurred by persons injured by antenna installation, maintenance or use.
    - (4) Reimburse other Unit Owners, Tenants or the Association for damage caused by antenna installation, maintenance, or use; and



- (5) Restore antenna installation sites to their original condition upon removal of antenna.
- ii) Unit Owners and their Tenants shall not permit their antennas to fall into disrepair or to become safety hazards. Unit Owners and their Tenants shall be responsible for antenna maintenance, repair, replacement, and the correction of any safety hazard.
- iii) If antennas become detached, the Unit Owner or Tenant shall remove or repair such detachment within 72 hours of the detachment. If the detachment threatens safety, the Association may remove antennas at the expense of the Unit Owner and/or Tenant. iv) Unit Owners and Tenants who install or maintain antennas shall be responsible for repainting or replacement if the exterior surface of an antenna deteriorates.
- e) Safety
  - i) Except to the extent that they Impair Use, antennas shall be installed and secured in a manner that complies with all applicable city and state laws and regulations and manufacturer's instructions. The Unit Owner or Tenant, prior to installation, shall provide the Association with a copy of any applicable governmental permit.
  - ii) Unless the above-cited laws and regulations require a greater separation, antennas shall not be placed within seven and a half (7<sup>1/2</sup>') feet horizontally or twelve and a half (12<sup>1/2</sup>') feet vertically of above-ground power lines and in no event shall antennas be placed where they may come in contact with electrical power lines. The purpose of this requirement is to prevent injury or damage resulting from contact with power lines.
  - iii) Antennas shall not obstruct access to or exit from any Unit, walkway, ingress or egress from any area, electrical service equipment, or any other areas necessary for the safe operation of the Condominium. The purpose of this requirement is to ensure the safety of Condominium residents and Association personnel and contractors and safe and easy access to the Association's physical plant.
  - iv) All installations must comply with all applicable codes, take aesthetic consideration into account, and minimize the impact to the exterior and structure of the building.
  - v) In order to prevent electrical fire damage, antennas shall be permanently and effectively grounded.
  - vi) Antennas are required to withstand winds of fifty (50) mph and shall be designed to withstand the pressure of snow and ice.

#### 4) Antenna Camouflaging

- a) Antennas or masts shall be painted to match the color of the structure to which they are installed if such painting will not Impair Use.
  - b) Camouflaging through inexpensive screening or plants is required if antennas are visible from the street or other Units and such camouflaging will not Impair Use.
  - c) Exterior antenna wiring shall be installed so as to be minimally visible, to the extent that such measures will not Impair Use.
- 5) Mast Installation
- a) Mast height may be no higher than absolutely necessary to receive acceptable quality signals.
  - b) Masts that extend twelve (12') feet or less beyond the roof line may be installed subject to the regular notification process. Masts that extend more than 12 feet above the roof line must be approved before installation due to safety concerns posed by wind loads and risk of falling antennas and masts. Any application for a mast higher than twelve (12') feet must include a detailed description of the structure and anchorage of the antenna and the mast, as well as an explanation of the necessity for a mast higher than twelve (12') feet. If this installation will pose a safety hazard to Association residents and personnel, then the Association may prohibit such installation. The notice of rejection shall supply these safety risks.
  - c) Masts must be installed by a licensed and insured contractor.
  - d) Masts shall not be installed on a roof.
  - e) Masts shall not encroach upon common areas or any other Unit or exclusive-use area nor the air space of another Unit's exclusive-use area.
  - f) Masts must be designed to withstand the weight of ice and snow.
- 6) Antenna Removal
- a) Antenna removal requires restoration of the installation location to its original condition. Unit Owners and Tenants shall be responsible for all costs relating to restoration of this location.
- 7) Maintenance of Locations Where Antennas are Installed.
- a) Unit Owners and Tenants retain responsibility for antenna maintenance. Unit Owners and other Residents must not install antennas in a manner that will result in increased maintenance costs for the Association or for other Unit Owners. If increased maintenance costs or damage occurs, Unit Owners and Tenants are responsible for these costs.

- b) If maintenance requires temporary antenna removal, the Association shall provide the Unit Owner or Tenant with ten (10) days written notice. The Unit Owner or Tenant shall be responsible for removing antennas before maintenance begins. If Unit Owner or Tenant does not remove antennas before required time, then the Association may do so at Unit Owner's or Tenant's expense. The Association is not liable for any resulting damage to antennas.

8) Notification Process

- a) Any Unit Owner or Tenant desiring to install an antenna must complete a notification form and submit it to the Board. If the installation is routine (conforms to all of the Antenna Rules and restrictions), the installation may begin immediately.
- b) If the installation is other than routine for any reason, the Unit Owner or Tenant and the Board must establish a mutually convenient time to meet and discuss installation methods.

9) Enforcement

- a) If these Antenna Rules are violated, the Association may bring action for declaratory relief with the FCC or any court of competent jurisdiction after notice and an opportunity to be heard. If the court or FCC determines that the Association rule is enforceable, a fine of \$50.00 shall be imposed for each violation. If the violation is not corrected within a reasonable length of time, additional fines of \$10.00 per day will be imposed for each day that the violation continues. To the extent permitted by law and/or the Association's Governing Documents, the prevailing party shall be entitled to recover its reasonable attorney fees, costs and expenses incurred in the enforcement of this policy.
- b) If antenna installation poses a serious, immediate safety hazard, the Association may seek injunctive relief to prohibit or seek removal of the installation.

10) Severability

If any provision is ruled invalid, the remainder of the Antenna Rules shall remain in full force and effect.

**INDEMNIFICATION AGREEMENT FOR ANTENNA INSTALLATION**

\_\_\_\_\_ (“Contractor”) agrees to defend, indemnify, and hold harmless Ashbury, a Condominium Owners Association (“Association”) from any and all claims, demands, loss, and liabilities to or by third parties arising from, resulting from, or connected with antenna installation services performed or to be performed under this Agreement by Contractor, its subcontractors, agents or employees, even though such claims may prove to be false, groundless or fraudulent, to the fullest extent permitted by law and subject to the limitations provided below.

Contractor’s duty to indemnify Association shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of Association or its agents or employees. Contractor’s duty to indemnify Association for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) Contractor or its agents or employees, and (b) Association or its agents or employees shall apply only to the extent of negligence of Contractor of its agents or employees.

Contractor’s duty to indemnify Association for liabilities or losses other than for bodily injury to persons or damage to property shall apply only to the extent of the fault of contractor or its agents, employees, subcontractors or suppliers of any tier, except in situations where fault is not a requirement for liability, in which case indemnity will be provided to the extent the liability or loss was caused by Contractor or its agents, employers, subcontractors or suppliers of any tier. The indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers’ compensation acts, disability benefits or other employee benefits acts. For purpose of fulfilling this indemnity obligation, Contractor expressly waives any employer/indemnitor immunity under industrial insurance provide by Title 51, Revised Code of Washington. By their signatures below, the parties expressly acknowledge that this waiver was mutually negotiated and bargained for between the parties. Entitlement to recovery of defense costs shall include all fees (of attorneys and others), costs and expenses incurred in good faith. In addition, Association shall be entitled to recover compensation for all of its in-house expenses consumed in its defense.

If litigation is necessary to enforce or interpret any provision of this Agreement, or recover damages for any breach thereof, the prevailing party shall be entitled to recover all costs and expenses incurred in connection therewith, including reasonable attorney fees.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ASHBURY, A CONDOMINIUM OWNERS ASSOCIATION

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title

Contractor Register No. \_\_\_\_\_

**NOTICE OF INTENT TO INSTALL ANTENNA  
ON INDIVIDUALLY OWNED OR EXCLUSIVE AREA**

Name of Owner(s) or Tenant(s): \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Unit # \_\_\_\_\_

Telephone (Day): \_\_\_\_\_ Telephone (Evenings): \_\_\_\_\_

Type of Antenna: \_\_\_\_\_

Direct Broadcast satellite:  18 inch dish  other (size) \_\_\_\_\_  
Television broadcast   
Multi-point distribution service  (size) \_\_\_\_\_  
Fixed Wireless service \_\_\_\_\_ (size) \_\_\_\_\_

Company Performing Installation: \_\_\_\_\_

Identify Installation Location: \_\_\_\_\_  
Patio \_\_\_\_\_ Deck \_\_\_\_\_  
Balcony \_\_\_\_\_  
Other \_\_\_\_\_ Indicate "other" \_\_\_\_\_

Date installation to be performed: \_\_\_\_\_

Please indicate the method of installation: \_\_\_\_\_

Will the installation be in compliance with all Association guidelines (which include the manufacturer's guidelines and applicable building codes)? Yes  No

If no, please provide three days and times for which you are available to meet with us to discuss antenna installation. At this meeting, you will need to provide information supporting the necessity for non-routine installation. (A list of preferable days and times is attached.)

Is a mast necessary for reception? Yes  No

If yes, is the mast required to extend more than 12 feet above the roof line or extend to a height greater than the distance from the installation to the lot line? Yes  No

If yes, then you must complete the form for mast installation.

I have read, understood and will comply with all of the Association's Antenna Rules for installing, maintaining, and using antennas. I assume liability for any damage to the Association and other owners' property that occurs due to antenna installation, maintenance, use and removal.

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

## **O. PARKING STALL USE**

Parking stalls in the Ashbury garage are for parking cars, motorcycles and/or scooters. Parking stalls are not to be used for vehicle maintenance, storage, or other purposes that are not parking.

Bicycles may be stored in parking stalls if it is hung off the wall using the pre-approved hanger that must be installed by the Ashbury. Please contact the Association Manager for information on purchasing and installation of the pre-approved bike hanger. Otherwise, bikes may be kept in the unit's storage locker.

Owners are responsible for ensuring parking stalls are clean, free of debris and are not used for storage or other activities that are not specifically vehicle parking such as car repair and maintenance.

Residents are responsible for cleaning up any oil spills or leaks immediately. Not cleaning up oil spills or leaks immediately (within 48 hours of spill) will result in a warning. All subsequent occurrences will result in a fine. Refer to section Q called Fines for Violations for additional information.

## **P. UNIT RENTAL**

Individual units may be rented when not occupied by the unit owner. Rentals may only be for the purpose of providing housing. Units may not be rented for any kind of commercial use. Air BnB and other types of short-term housing is considered commercial use and is prohibited.

The minimum rental term is twelve months.

Homeowners are to email the Ashbury Association Manager prior to the move in date the following information:

1. A copy of the lease and proof the background check was conducted
2. The name/s of the renter and car make, model and license plate number if a vehicle will be parked in the garage.
3. A name and phone number to be used to update the front door call box.
4. A copy of a form signed by the landlord and the renter acknowledging the renter was provided a copy of the house rules.

Owners are responsible for providing the above information as soon as it is available to the Association Manager. Not providing this information to the Association Manager the first time will result in a warning. All subsequent occurrences will result in a fine. Refer to section Q called Fees & Fines for Violations for additional information.

## **Q. FEES & FINES FOR VIOLATIONS**

Below is a summary of fees.

### **Monthly Assessment Late Fee **\$50****

Assessment payments become payable on the first day of each month. However, to allow for mail and other unforeseen delays, the Association allows a fifteen (15) day grace period for the payment of assessments. Owners whose assessments are not received by the management company by 5:00 PM on the 15<sup>th</sup> day of the month will be charged a late fee of \$50. (See section L for the collection policy on delinquent assessments.)

### **Move-In Fee **\$300****

A move-in fee is charged to the residential unit owner's account upon move-in to a residential unit to offset the wear and tear to the common areas of the building. The unit owner will be responsible for the fee (and for any damages to the common areas in excess of the fee) regardless of whether the owner or a tenant is moving into the unit, except that a move-in fee will not be charged in connection with the initial occupancy of the unit following a unit change of ownership. (See section P for information on unit rentals.)

Below is a summary of fines.

### **Flooring Installation Without Approval **\$15 per day****

If flooring is installed without proper approval, it will be removed at the owner's expense. Each day that the unapproved floor is not removed, the owner will pay \$15 per day in violation. (See section B for policy.)

### **Antenna Rules Violation **\$50****

If Antenna Rules are violated, the Association may bring action for declaratory relief with the FCC or any court of competent jurisdiction after notice and an opportunity to be heard. If the court or FCC determines that the Association rule is enforceable, a fine of \$50.00 shall be imposed for each violation. If the violation is not corrected within a reasonable length of time, additional fines of \$10.00 per day will be imposed for each day that the violation continues. To the extent permitted by law and/or the Association's Governing Documents, the prevailing party shall be entitled to recover its reasonable attorney fees, costs and expenses incurred in the enforcement of this policy. (See section N for policy.)

### **Rules Subject to Fine Schedule**

The following rules are governed by a fine schedule based on the number of instances a rule is not followed. The rules that are subject to the fine schedule to are:

- Allowing pets on the rooftop deck (section F)
- Not cleaning up the rooftop deck BBQ after each use (section F)
- Not breaking down boxes before recycling (section J)
- Not cleaning up an oil spill in the garage within 48 hours (section O)
- Failure to provide unit rental information to the Ashbury's Association Manager (section P)

The fine schedule that applies to the rules listed above is:

- First time: Warning
- Second time: \$100
- Third time: \$150
- All other subsequent times: \$200 per instance