

KALA POINT CONDOMINIUM ASSOCIATION

30-8 Harborview Drive
Port Townsend, WA 98368

RULES AND REGULATIONS - DECEMBER 1996

Amended March 12, 2010
Amended February 9, 2018

The Board of Directors has revised the October 1, 1989 Rules and Regulations which apply to all owners, guests and tenants who are in any way using the condominium buildings and adjacent or common areas. Please review them so that you will be properly informed and can more fully enjoy your stay at Kala Point.

1. **EMERGENCIES.** For FIRE, SHERIFF, or AMBULANCE CALL **911**.
2. **FIRE PREVENTION.** Check that no furniture, drapes, bedclothes or other flammable materials are up against heating elements. Be sure fireplaces and barbecues are totally extinguished before leaving unit. Please be sure all electrical units and appliances are unplugged when unit is not used for an extended period. All units should be equipped with fire extinguishers and one should be readily available when barbecuing on patios or decks.
3. **PARKING.** Each condominium unit is guaranteed and assigned one parking space that has its condo number painted on it. This reserved space can only be used by that particular condo and must NOT be occupied AT ANY TIME by anyone else, regardless of whether the condo owner or renter is in residence or not. The space must be open and available to that condo owner or renter at all times in the event that he should arrive unexpectedly.

If unit owners or renters have a second vehicle it must be parked in an unnumbered space only. Any other additional vehicles may be parked in an un-numbered space only if space is available and not required by others in the building entitled to space. Thank you for your cooperation.

It is requested that pickup trucks be parked in spaces away from the buildings unless it is your primary vehicle. Motor homes, campers, boats and any other similar units may not be parked at the condominium, but must be stored in the recreational vehicle parking area.

Visitor parking in un-numbered spaces is limited to 48 hours unless ample space is available. Use parking lot entrances and exits properly and drive slowly in parking areas. No unsightly vehicle in disrepair shall be parked in parking areas. Doing major repairs to any vehicle in parking areas is prohibited. Any repairs for damage to parking surfaces or ground areas due to spills of oil, grease, etc. are the responsibility of the unit owner and repair costs will be assessed to the owner.

4. **HOT WATER HEATERS ~ WASHING MACHINES**

Hot water heaters should be replaced when they have outlived their life expectancy (10 – 12 years) Washing Machine Hoses should be H/D - (high density) - burst free. Water damage results when these things fail. PROBLEMS CAUSED BY WATER DAMAGE ARE THE RESPONSIBILITY OF THE OWNERS OF THE OFFENDING UNIT. Upstairs units should pay particular attention to this. Owners, especially absentee owners, are asked to periodically check their hot water heaters, washing machine hoses, water pipes, and toilets for leaks. Upstairs units should check to be certain drains on decks are clear. All water faucets and hot water heaters should be shut off when unit is not used for an extended time. (Next to fire, water damage is the biggest offender)

5. PEACE & QUIET (NOISE). Condominium apartments are attached to each other, as well as being located ABOVE and BELOW each other, and noise is easily transmitted into your neighbor's home. Please consider your neighbors at all times by restricting the use of washing machines, dryers, dishwashers, vacuum cleaners, disposals and compactors, etc., after 10:00 p.m. and before 7:00 a.m. Radios, televisions, audio equipment and musical instruments, etc., should be played at reasonably low levels so it does not disturb your neighbors. This is particularly important during nighttime sleeping hours.

5A All wall mounted Televisions and/or sound systems are to be hung on interior walls not shared walls, between condominium units. Another option would be to mount it on a pedestal.

5B Vehicles that make undue noise will not be allowed. Mufflers must be kept in good repair and be of a type to keep noise to the normally accepted minimum;

6. APPEARANCE OF BUILDING EXTERIORS. On patios, porches and decks (limited common areas) care should be taken to avoid clutter as these areas are primarily an extension of living space designed to accommodate outdoor furniture and barbecues, NOT STORAGE AREAS. For safety reasons, barbecues should be used on back patios and decks. Towels, clothes or other items shall not be dried, dusted, hung, aired or draped from or on any deck; balcony; patio; bush; tree; or other parts of the common or limited common areas. Keep in mind that the building appearance affects your property values.

No notices, advertisements, or posters shall be displayed or posted in open view without prior written permission of the directors. Generally, permissions shall be denied, except for posting matters which relate to the operation of the property and which shall be posted at designated locations.

Limited common areas are not the *property* of owners but are designated for each unit's exclusive use. Owners are responsible for the care and maintenance of decks/patios adjacent to their units but must not modify, paint, decorate, or alter them in any way without prior written approval of the Board.

7. FOOTPATHS. Footpaths are for pedestrian use only.

8. GARBAGE. The Association contracts for garbage pickup, which is included in the owner's assessments. All garbage, trash and waste materials must be placed inside designated containers provided. **PLEASE ~ GARBAGE ONLY!**

Collapsed cardboard boxes, glass, metal, and plastics for recycling should be placed in the plainly marked containers next to the KPOA Office designated for recycling. **PLEASE RECYCLE!**

9. SEWAGE SEPTIC SYSTEM. IMPORTANT! Do not flush KLEENEX, paper towels, sanitary napkins, newspapers, rags, etc. down a toilet bowl into the septic tank. Often such items do not decompose and lead to clogging of the plumbing and septic system. DO NOT use excessive amounts of soap; and especially do not use BLEACH or other disinfectants as these materials will kill the bacteria in the septic system and may cause serious problems. Use liquid biodegradable (non-phosphate) soap, laundry detergent and dishwasher compounds.

When using the GARBAGE DISPOSAL UNIT please DO NOT put in eggshells, nutshells, coffee grounds, grease, plastic or any similar items as they are also harmful. Please use the regular garbage can for all of these items. Use the garbage disposal unit as little as possible.

10. RENTALS. No unit may be rented or leased for less than ninety (90) days.

Each unit owner or their agent is required to submit to the KPCA Board designee all prospective leases or rental agreements prior to move-in. Each occupant must be named in the lease. The owner must provide a signed form verifying they have performed a current criminal background check on each occupant over the age of eighteen (18) years. Any change in the names or number of people living in the unit must be confirmed by signed amendment or modification of the rental agreement with any occupants over eighteen (18) years of age providing a current criminal background check. All expenses and liabilities of this process shall be the sole responsibility of the unit owner. IT IS THE RESPONSIBILITY OF THE UNIT OWNER TO ADVISE HIS LESSEE OF THESE RULES AND REGULATIONS OF THE ASSOCIATION AND ENSURE THAT THEY WILL BE OBSERVED.

A non-refundable fee of \$250 for move/in and move/out costs and administrative costs will be due from the owner whenever there is a change in occupancy.

The board designee must be notified at least 10 days prior to the tenant's occupancy. Failure to do so will result in a fine of \$100 with additional fines of \$20 per day thereafter.

The KPCA desires that everyone have a peaceful residence on the property. Therefore, if any of the named tenants, their dependents or guest have acted in a disruptive manner, damaged property, abused common areas, engaged in illegal behavior, or otherwise failed to respect and adhere to all KPCA regulations, the KPCA shall have the right to order immediate termination of the rental/lease agreement and to take all necessary action to evict the tenants and their dependents or guests from the unit. In the instance of damage or destruction in the unit, or any Kala Point private property or common areas, all expenses and liabilities incurred as a result of the tenants actions shall be the sole responsibility of the owner of the rented/leased unit and charged as a special assessment.

11. PETS. All pets shall be kept on a leash or under direct control at all times. Residents are responsible for the conduct of their pets. NO animals or stock of any kind shall be maintained EXCEPT conventional household pets. The Board reserves the right to determine what is meant by a conventional pet. Pets may not become a nuisance or detriment to the community and dog barking is to be controlled by the pet owner. Any dog on common area must either be on a leash or under full control of a competent person, and proper safeguards must be taken to protect the public and property from injury or damage from animals. Residents are responsible for cleaning up and disposing of their pet's waste.

12. PEST CONTROL. Pest control is included in owner assessments on as-needed basis with Board authorization required. Effective July 1, 2004, the outdoor feeding of all wild and domestic animals and birds will no longer be permitted within the KPCA complex. The one exception will be humming bird feeders. Violations may be subject to fines.

13. FINE SCHEDULE. All infractions of Kala Point Condominium Association (KPCA) Rules and Regulations are subject to fines. All fines shall be imposed as a result of KPCA Board action. Fines shall be assessed in the following manner:

1. First infraction of any rule or regulation - \$0 and warning letter.
2. Second infraction of any rule or regulation - \$50.00
3. Third infraction of any rule or regulation - \$100.00
4. Fourth infraction of any rule or regulation - \$200.00
5. Fifth and subsequent infractions of any rule or regulation - \$500.00
6. Fines shall be treated as an assessment to be paid with the next homeowner's dues.

Unit owners shall be responsible for payment of fines due to a renter's infraction of any rule or regulation. Owners have the right to appeal fines to the KPCA Board.

14. **FIREWOOD AND ITS STORAGE.** All firewood is privately owned. DO NOT TAKE ANY FIREWOOD UNLESS IT BELONGS TO YOU. In order to help control fire hazard, insects, etc., and allow for routine maintenance, no wood is to be stored on condominium decks; stairways; entryways; patios; or alongside buildings; etc. Woodbins (holding approximately 1/2 cord) are provided and are assigned to each unit within each building. Stacking of wood anywhere other than in woodbins is prohibited. Care should be taken when storing items other than wood to keep the area orderly and attractive. If items other than wood are stored, Kala Point Condominium Association does not accept any liability for damage to or loss of those items.

15. **EXTERIOR LIGHTING.** The Association is billed by Puget Sound Energy for the outdoor lighting at each condo, and this amount is covered by the Association assessments paid by the owner. The exterior lighting is on sensors, and upkeep including bulb replacement is the responsibility of the Association. Replacement of light bulbs, etc., should not be undertaken by the owner or tenant but should be reported to the Association.

16. **HEATING IN WINTER.** It is the responsibility of all owners to maintain heat in their units during winter months to prevent freezing of water pipes and subsequent damage, especially if the unit is unoccupied.

17. **LANDSCAPING.** The care and maintenance of lawns and landscaped areas are the responsibility of the Association. This cost is covered in the owner's assessment. However, all flower boxes on common ground are the responsibility of the owner or renter, and it is his or her duty to maintain these in a presentable manner. Owners should keep in mind that common areas are for everyone's use. No planting can be undertaken by any owner that is inconsistent with the landscaping, and no trees may be removed or planted without prior approval from the Board of Directors.

18. **KEYS.** In order to protect adjoining units in the event of an emergency, the Board requires a key to every unit to be made continuously available to the Board. If the owner changes a lock, a new key must promptly be supplied to the Association.

19. **INSURANCE.** The Kala Point Condominium Association shares with each unit owner the responsibility of insurance. The Association carries both property and liability insurance. Exclusions in the policy include floods; erosion; nuclear explosion/fallout; and pollutants.

The Association would hope that in the unlikely event of all four buildings being destroyed or damaged at one time, the combined property insurance carried by the Association and its 37 unit owners would replace the buildings at current value. The valuation of covered property will be determined at "replacement cost without deduction for depreciation, as of the time of loss to all covered property:"

The Association carries property insurance covering:

- a. The replacement of both the exterior structure and the interior structure of each building with its existing floor plan and meeting the required building codes at the time of replacement.
- b. The replacement costs borne by the Association's coverage of the interior of each unit are limited to the quality and standard of:

1. Floor coverings;
2. Wall and ceiling finishes;
3. Counters and counter coverings;
4. Plumbing fixtures;
5. Appliance fixtures, excluding washers, dryers, microwave ovens;
6. Electrical fixtures allowances;
7. Cabinets;
8. Doors; as described by the developer in the basic price of each unit at the time the unit was first sold

Unit owners are required to carry property insurance for the owner's unit, and will provide the Association with the name of carrier, the number of the policy, and the insurance agent. The owner of each unit is responsible for covering:

- a. The additional replacement costs of any "extras" or "upgrades" of items as described in above paragraph;
- b. All personal property within the unit;
- c. The additional replacement cost of any internal improvements (e.g. wall paper) made to the unit since the unit was first sold;
- d. The additional replacement of improvements made to patios or decks since it was first sold;
- e. Any living expenses necessary if owner must move out of unit in the event of damage or destruction.

20. WINDOW CLEANING.

Individual unit owners shall be responsible for costs of window washing. **Exceptions may be made at the discretion of the Board of Directors.**

21. NON PAYMENT OF ASSESSMENT

Any assessment that is not paid when due shall be delinquent on said due date (the Delinquency Date) If any such assessment is not paid within thirty (30) days after the Delinquency Date, a late charge, not to exceed ten percent (10%) of the assessment for each month the assessment remains delinquent shall be levied by the Board, and the assessment shall bear interest from the delinquency date at the lesser of (1)percent (18%) per annum, or (11) the highest rate permitted by law.