

South Cliff Plaza Condos Rules and Regulations

These Rules and Regulations (Rules) were adopted by the Board of Directors (“Board”) of the South Cliff Plaza Condominium Association in accordance with the Declaration of Covenants, Conditions and Restrictions of the South Cliff Plaza Condominium (“Declaration”) and may be added to, amended or repealed at any time by the Board.

These rules are designed to:

- Protect the integrity and condition of the entire condominium property and thereby protect each owner’s investment; and
- Supplement and clarify the Declaration

These Rules supersede and replace any previously written Rules and Regulations of the South Cliff Plaza Condos.

Under the terms of the Declarations, Bylaws and these Rules and Regulations, owners of any condominium unit (“owner”) will be held responsible for the actions of their guests, agents, renters and employees.

1. General.

- Use.** The condominium is a residential building and is intended for and restricted to residential use on an ownership, rental or lease basis and for social, recreational, or other reasonable activities normally incident to such uses. Owners cannot conduct a business out of their condo unit that will interfere with others, i.e. noise, customers coming and going, etc.
- Maintenance.** Each owner shall keep owner’s residential unit and limited common areas in a good state of preservation and cleanliness. All owners are required to have a fire extinguisher, smoke detector and for units with gas, a CO2 detector in their units.
- Drive and Pathways.** No car, truck or object of any kind shall obstruct the access drives or pathways though the condominium area.
- Exterior.** No owner shall modify, alter, repair, decorate, redecorate or improve the exterior of any building or any of the common areas including air condition units, without the express written consent of the Board.
- Interior Modifications.** Owners must submit, for approval of the Board, any remodeling or other major construction work to be done in their unit. The Board should be provided with the name and number of the contractor, designer and any sub-contractor and an emergency number and the scope of remodeling that is to be done. The contractor, sub-contractor or designer must be a professional who is licensed, insured and bonded. If the Board approves of the modifications, the owner will be subject to the following:
 - i. The Board reserves the right to assess a refundable damage deposit or a nonrefundable fee to offset the costs of wear and tear to the common areas;
 - ii. Owner will be responsible for any messes, spills, leaks or debris left in any of the common areas;

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- iii. Cleaning supplies and equipment are to be supplied by a contractor or mover. Removal of trash from the premises is the contractor or mover's responsibility. Must vacuum dust and dirt as soon as possible;
- iv. All paint cans, wood or carpet scraps or other leftover material must be removed from the property and placed in the South Cliff Plaza garbage dumpster;
- v. Elevator protective pads must be used at all times when transporting large objects, carpets and construction materials;
- vi. Water shut off to any unit other than the owners requires a 3 day notice to all other owners. Water work must be completed in two hours or less if possible; and
- vii. Work may be done Monday through Friday between 8 am. and 5 pm. only, except with written permission by the Board.

2. Pets.

- a. No owner may keep more than one cat or other quiet caged animal, one fish in a unit, and which must be approved by the Board.
- b. No animals, which includes birds, livestock, domestic animals or poultry, rodents, reptiles, insects or exotic animals of any kind, shall be raised, or kept in any unit or in the common areas or limited common areas, whether as pets or otherwise, subject to all governmental laws, ordinances, rules and regulations.
- c. Pets shall not be allowed in any common area unless on a leash and under the control of the owner and being walked to and from the unit. Common areas are not for exercising animals.
- d. Owners are responsible for cleaning up after their pet and for any damage caused by their pet. or by the pets of their renter, guests, renter's guest, etc. Soiled pet litter must be securely bagged in a plastic bag and carried directly to the dumpster.
- e. The Board may at any time require the removal of any animal or cause such animal to be removed at the expense of the owner of the animal. This includes reasonable attorney's fees, when, in the Board's determination, the animal is disturbing other owners or unreasonably or poses an unreasonable risk of harm to the other residents. The Board may exercise this authority for specific animals even though other pets are permitted to remain.

3. Nuisances.

- a. No noxious or offensive activity shall be carried on within the condominium, nor shall anything be done or maintained which may be or become an annoyance or nuisance or detract from the value of any unit. No activity shall be conducted on any part of the condominium which is or might be unsafe, unsightly, unhealthy or hazardous to any person.
- b. The volume of stereos, radios, televisions, musical instruments, and voices must be such that it does not disturb anyone in any other unit or in any common area.
- c. Speakers may not be installed in walls which have an adjacent unit to them.
- d. The Spokane City Noise Ordinance which restricts noise between 10 pm. and 7 am. shall be followed.
- e. Laundry may only be done between the hours of 7:30 am. and 9:00 pm.

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4. Exterior Equipment. (Antennas, air conditioners, BBQ's, etc.)

- a. No exterior equipment or fixtures including, but not limited to the following, shall be permitted without written consent of the Board: radio, television or any other types of antennas and satellite dishes.
- b. No additional air condition units, swamp coolers or other ventilation equipment shall be placed in the unit and no modification of the current air conditioning unit shall occur without written consent of the Board.
- c. Per the insurance company, no BBQ's are allowed within 10' of the building, except for electric ones, which includes owner's decks. If this is not adhered to, the owner will be subject to a fine. (The insurance company will do random inspections & will cancel the building insurance if any gas, charcoal, propane, pellet, etc. BBQ's are found.)

5. Signs.

- a. No signs or advertising of any nature shall be erected or maintained on any part of the condominium without prior written consent of the Board.

6. Marketing Guidelines.

- a. The owner must notify the Board that the unit is for sale and of any open house event.
- b. No signage of any kind may be displayed in front of, across the street from or around the building, except in the location designated by the Board or otherwise with the express written permission of the Board.
- c. Agents wishing to attract potential buyers to the building may not do so by the placement of signage outside the building, except in the location designated by the Board on the day of the open house.

7. Leasing of a Unit.

- a. An owner may lease their unit subject to the following
 - i. Any such lease or rental agreement must be in compliance with all applicable local, state and federal laws.
 - ii. The rental term must be more than thirty days but no longer than one year;
 - iii. The lease or rental agreement shall be in writing and shall provide that the lease or rental agreement is subject to the terms of the Declaration, Bylaws and the Rules of the Association;
 - iv. Such lease or rental agreement shall state that the failure of the lessee or renter to comply with the terms of the Declaration, Bylaws or the Rules of the Association shall constitute a default and such default shall be enforceable by either the Board of Directors or the lessor or both of them to include, but not be limited to, eviction of the lessee from the condominium; and
 - v. The Board of Directors shall be furnished with a copy of the lease or rental agreement.
- b. Prior to entering into a lease with any renter, the owner is required to have the prospective renter screened at the owner's or renter's cost, by a tenant screening service approved by the the Association and to furnish a copy of the report of the tenant screening service to the Board.
- c. The owner is held responsible for any damage to common areas or limited common areas caused by the renter, whether or not the renter was in violation of the rental agreement or any rules or regulations. Rental of a unit does not constitute a waiver or relinquishment of the owner's responsibilities as specified in the Declaration, Bylaws and Rules and Regulations.

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- d. No more than four units may be rented at any one time. The Board will keep a current list of the number of units rented.
- e. No unit may be leased prior to the owner living in the unit for at least two (2) years, however the Board may, in its sole discretion, allow an owner to lease their unit before the two (2) years is up if the owner has an emergency.

8. Garbage.

- a. Owners and their renters are responsible for placing their trash in the garbage dumpster or recycling bins.
- b. Trash shall not be placed in the dumpster unless it is fully contained in a sealed and closed trash bag.
- c. Leaving trash in common areas or limited common areas, such as next to the garbage dumpster or a balcony, is considered a nuisance.

9. Repairs.

- a. Owners must immediately repair anything in their unit that is noticeable from the exterior of the building, i.e. a broken window, a leak that effects other units etc., by a professional contractor who is licensed, bonded and insured.

10. Draperies.

- a. All draperies or window coverings that are visible from the exterior of the building must be light in color. No blankets or other materials shall be used to cover windows.

11. Common Areas - Alterations.

- a. Nothing shall be altered, constructed in or removed from any common area without the prior written consent of the Board.
- b. No owner or resident may modify, paint or otherwise decorate the landscape or in any way alter any portion of the exterior of the building or any portion of any common or limited common area without first obtaining written consent of the Board.

12. Limited Common Areas.

- a. Owners shall not hang anything from the railings of their decks or patios;
- b. No deck or patio may be modified without prior approval of the Board;
- c. No hazardous materials may be stored in any storage area;
- d. Parking spaces may be used only for operable passenger motor vehicles and may not be used for parking trailers or recreational vehicles;
- e. Owners shall be responsible for cleaning any oil drops from their vehicles;
- f. Repairing of vehicles, including oil changes, is not permitted in any parking area;
- g. No exterior of any residential unit or carport shall be decorated by any owner in any manner without prior consent of the Board; and
- h. No owner shall park in the south parking lot (upstairs lot) for more than 2 hours. This is a designated guest lot only. If you have any overnight guests, please have them place a note on their dashboard indicating which owner they are staying with.

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13. Enforcement.

- a. It is the responsibility of each owner to know the terms and provisions of the Declaration, Bylaws and Rules of the Association. Each owner is responsible for advising renters and guests of the owner of all provisions of the Declaration, Bylaws or Rules which apply to them.
- b. These Rules and Regulations are provided as a supplement to the Declaration and Bylaws and are not meant to relieve any owner from the obligation to know the provisions of the Declaration and Bylaws. Owners shall also comply with all ordinances, statutes and requirements of all municipal, state and federal authorities now in force or which may hereafter be in force, pertaining to the use of the condominium.
- c. Each owner, renter or occupant of a unit shall comply with the provisions of the Declaration, Bylaws and Rules and Regulations of the Association, as they may be amended from time to time, and all decisions made by the Board or the Association pursuant thereto. Failure to comply shall be grounds for an action to recover sums due, damages or injunctive relief or any or all of them, maintainable by the Board. To enforce the Rules and Regulations, the Board may also levy monetary fines (see fine chart below).
- d. The Board may give written notice of the violation and state a reasonable period of time for correcting the violation. If the violation is not corrected within the time stated, the Board may itself, make the correction and any costs incurred in connection therewith shall be imposed on the unit owner and added to the monthly assessment paid by the owner for the first month following the correction.
- e. Prior to taking any enforcement action (other than the initial notice of violation), the Board will give the owner involved notice and an opportunity to be heard as follows:
 - i. The Board shall give written notice of the proposed action to all owners, renters or occupants of units whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time and place of the hearing, which shall be not less than five days from the date notice is delivered by the Board.
 - ii. At the hearing, the affected person shall have the right to give testimony orally, in writing or both, subject to reasonable rules of the procedure established by the Board.
 - iii. Evidence presented at the hearing shall be considered in making the decision regarding fines or other enforcement action, but shall not bind the Board.
 - iv. The affected owner shall be notified of the decision in the same manner in which notice of the meeting was given.
- f. In addition, the Board can take any other legal action appropriate or penalize an owner for a violation of these Rules, the Bylaws or the Declaration. In enforcing these rules, the Board may delegate its function(s), including the determination of whether a violation has occurred and the remedy therefore, to an agent, including but not limited to a single or group of directors or officers.
- g. Owners shall be financially responsible for all damages caused by their renters, guests, invitees, agents and licenses and for any fines imposed as the result of conduct on the part of their renters, guests or invitees.
- h. Any charge for damages or fines shall be imposed against the unit, itself, in which the party responsible rented or was visiting and shall be enforceable in the same manner as is provided for the enforcement of maintenance fees, extraordinary, special and regular assessments, attorney fees and penalties.

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14. Fees & Fines Schedule.

a. Fees

- i. Monthly assessment late payment: 10% of amount due per month
- ii. Returned check: \$25
- iii. Condo sales fees:
 1. Transfer fee: equal to 150% of one month's assessment amount paid by seller
 2. Resale Certificate fee: \$275 paid by seller
 3. If a lender is involved: \$300 to be paid by either seller or buyer

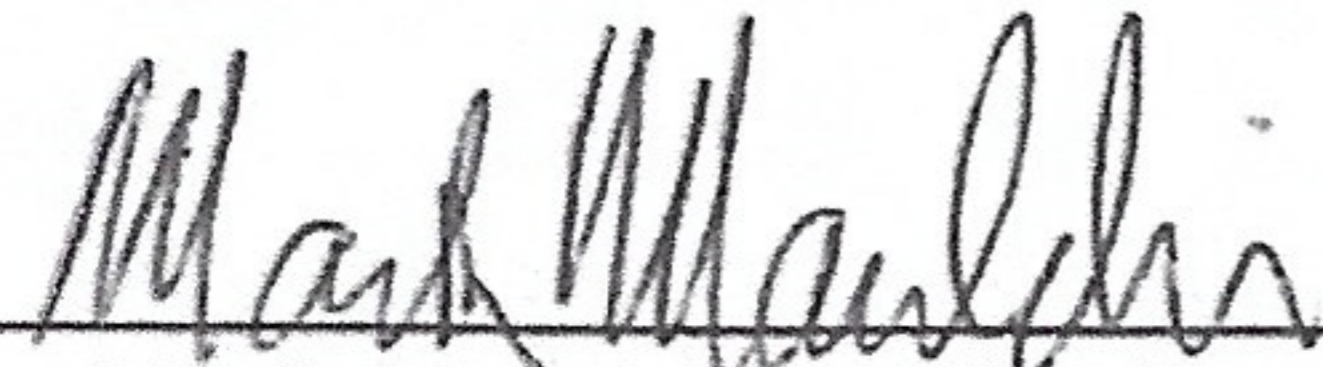
b. Fines:

- i. 2nd notice of violation: \$25
- ii. 3rd notice of violation: \$50
- iii. Subsequent notice of violation: \$100

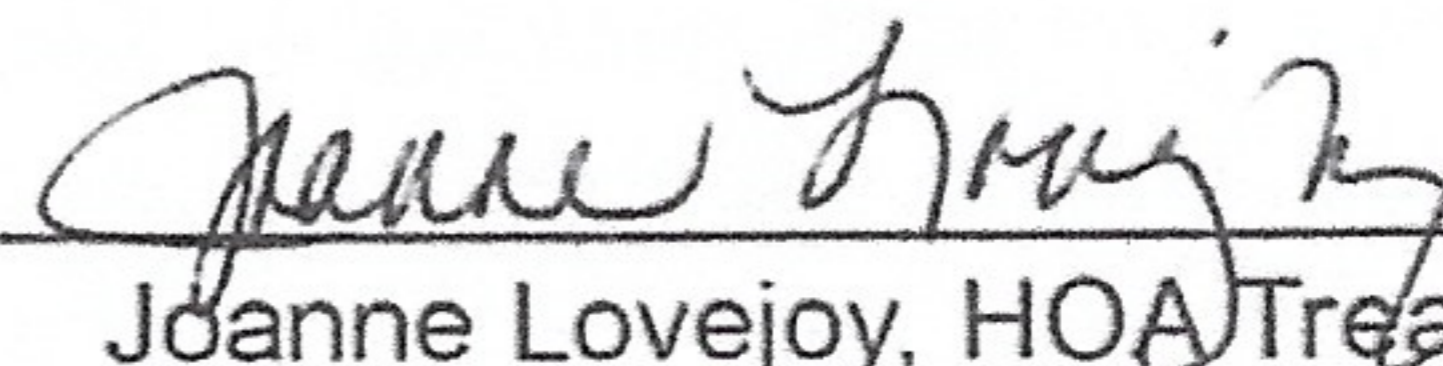
Monthly assessments are payable on the first day of each month. The association allows a seven day grace period for the payment assessments. Owners whose assessments are not received by 5:00 pm. on the 7th of the month will be charged a monthly late fee of 10% of the outstanding balance past due as of this date.

The HOA may file a lien against any owner's condo who is in excess of \$1,000 delinquent HOA assessments with a 30-day notice.

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 renter is moving into the unit.



Mark Mauldin, HOA Board President



Joanne Lovejoy, HOA Treasurer

October 25, 2023

Date Revised