

THE BETSY ROSS OWNERS ASSOCIATION

RULES AND REGULATIONS

The intent of the Rules and Regulations of The Betsy Ross Owners Association is to promote common sense and courtesy in the members' actions and attitudes. They are not meant to limit conduct, but rather to protect the common interest in the property, to provide an avenue of relief for problems, and to serve as guidelines for effective operation of the building. It is important to remember that in a condominium community such as ours, each member must protect and regard the rights of all other owners and residents to a quiet and peaceful home.

I. UNITS

A. USE OF UNIT

The condominium is composed of residential units. The units in the condominium are 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. This includes use as a home office.

B. INTERIOR MAINTENANCE

Each owner shall keep the interior of the owner's unit and its equipment, appliances, and appurtenances in good order, condition, and repair.

C. UNIT MODIFICATION

1. Owners shall not make any changes in a unit which effect the structural integrity, building systems, fire resistance rating or sound transmission characteristics of the building without first obtaining written permission from the Board. This includes any change from carpeting to hard surface flooring in a portion of the unit which is over another unit; the installation of recessed lighting, speakers, spice racks and medicine cabinets; and the construction of alcoves or niches in the walls of the unit.

2. Owners must inform the Board of any remodeling or other major construction work to be done in their unit. The Board should be provided with the name and phone number of the contractor/designer and/or sub-contractor and an emergency number.

3. The Board's approval is required for any modification of a unit which affects the limited common or common areas of the building. Please be advised that depending upon the scope of work, the Board reserves the right to assess a refundable damage deposit, and/or non-refundable fees to offset the cost of wear and tear to the common areas.

4. Owners are responsible for any messes, spills, leaks or debris left in any of the common areas.

5. Cleaning supplies and equipment to be supplied by contractor or mover. Removal of trash from the premises is the contractor or mover's responsibility. Vacuum dirt and dust tracks as soon as possible.

6. The workers or owners, in compliance with the Puget Sound Air Pollution Control Agency, must properly dispose of all combustible petroleum, or otherwise environmentally hazardous materials. Do not dispose of such materials via the trash chute nor in the trash area.

7. No waste products or liquids may be dumped or disposed in any floor drain or exterior drains.

8. All paint cans, wood or carpet scraps, or other leftover construction material must be removed from the property. Such items may not be placed in the trash chute, trash area or in any interior or exterior drains.

9. Personal items may not be placed or left in the common areas.

10. Exterior doors should not be left unattended.

11. Water shut off to any unit other than your own requires a 3-day notice to the management company (scope of work must be included with notice). Water work must be completed within 2 hours or less, if possible.

12. Owners must submit a damage and cleaning deposit to the Association before work begins. This deposit is used to offset additional costs of cleaning or repairs to the Association; any unused funds will be refunded at project completion. Any damage and/or loss due to construction or breach of security (e.g., leaving exterior doors open or unattended) will be the sole responsibility and liability of the owner causing the problem.

13. Work may be done Monday through Friday between 8 a.m. and 5 p.m. only, except with written permission by the Board.

II. WINDOWS

A. BROKEN GLASS

The owner must report any broken windows, broken glass in exterior doors to the Unit, or any window with a defective seal in the double-pane glass to the Board or property manager in a timely manner. Replacement of glass in units will be done by the owner of the unit at the cost of such owner, unless the owner fails to do so, in which case the Association shall replace the glass at the cost and expense of the unit owner. Replacement glass shall be of the same color and quality as that glass which is being replaced.

B. DRAPERIES

To preserve a uniform exterior appearance to the buildings, all draperies or window coverings visible from the exterior of the building must be white or off-white in color.

C. AWNINGS

No awnings, air conditioning units or other projections shall be placed on the exterior walls or windows of the building without prior written approval of the Board.

III. COMMON AREAS

It is helpful to understand the difference between common areas and limited common areas of the condominium (called Common Elements and Limited Common Elements in the Declaration).

Common areas for the use of all units:

- Laundry room
- Building shell
- Structural elements, i.e., roofs, foundations, etc.
- Land

Limited common areas for the use of individual units (LCE on Survey Map and Plans):

- Assigned parking spaces
- Landings and window wells

Any work performed on common areas or limited common areas must be approved by the Board and is contracted for by the building manager. Please contact the building manager first. If unable to reach the manager, contact a Board member.

A. COMMON AREAS - GENERAL

No furniture, packages, plants, or statuary objects articles of any kind shall be placed in any undesignated common area, corridors, stairways or walkways. Holiday wreaths on doors are permitted, and shall be removed by January 15.

No unsightly condition shall be permitted to exist in public view or in the building's common areas. No washing, rugs, clothing, apparel, or any other article shall be hung on or in the common areas or limited common areas.

B. COMMON AREAS – ALTERATIONS

Nothing shall be altered, constructed in or removed from any common area without the prior written consent of the Board.

No owner or resident may modify, paint or otherwise decorate, 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.

IV. LIMITED COMMON AREAS - PARKING SPACES

Parking spaces may be used only for parking operable passenger motor vehicles and may not be used for parking trailers or recreational vehicles or for other purposes.

Owners shall be responsible for cleaning any oil drips from their vehicles.

Repairing of vehicles, including oil changes, is not permitted in the garage. The washing of cars is not permitted in the garage.

V. SATELLITE DISHES

The following provisions shall govern the installation of Protected Antennas (as defined by the Declaration and 47 C.F.R. § 1.4000), which owners are permitted by federal law to install on their limited common area decks, if there be any decks.

A. An Owner proposing to install a Protected Antenna shall be deemed to warrant to the Association and agree that the Protected Antenna for the Owner's Unit will be installed and maintained, at the Owner's sole cost and expense, in a diligent and workmanlike manner and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The Protected Antenna shall be installed by a qualified, licensed and bonded contractor to install any Protected Antenna under a contract with the Owner in which the contractor acknowledges and agrees that the contractor shall have no lien rights with respect to any property other than the Unit of the Owner. The Owner shall deliver a copy of such contract to the Association.

B. Prior to installing any Protected Antenna, the Owner proposing the installation shall deliver reasonable evidence to the Board that any applicable warranty will not be voided as a result of the installation or presence of the Protected Antenna. The Owner shall deliver to the Board a copy of any plans and specifications for the installation of the Protected Antenna. Such plans and the installation shall conform with good engineering and construction practices and shall demonstrate that the installation or maintenance will not adversely affect the building or any Unit. In particular, the installation shall not, without the consent of the Board, which it may withhold in its sole discretion, penetrate the exterior of the building. The Board may have the installation inspected by a member of the Board, the Managing Agent or its consulting engineer or architect at such stages as the Board deems prudent, provided such inspections do not materially delay the installation.

C. The Owner of the Unit benefited by the Protected Antenna shall indemnify, defend, and hold the Association and each other Owner harmless from any liability, cost or expense arising out of or in connection with the Protected Antenna, including the cost of repairing any damage to the Building caused by the installation, presence, use, maintenance, repair or replacement of any Protected Antenna. The Protected Antenna shall be deemed to be a part of the Unit served by such Protected Antenna and shall not be deemed a Common Element.

D. The Owner shall install the Protected Antenna entirely within its Unit or a Limited Common Element deck. The Protected Antenna may not extend into any Common Element or Unit owned by another Owner. The Protected Antenna shall not interfere with any Protected Antenna or other telecommunications equipment previously installed by another Unit Owner or the Association.

E. The Board may require the Protected Antenna to be painted so it blends in with its surroundings or located in a particular place or screened to minimize adverse aesthetic effects, provided that the cost of painting or screen is not unreasonably expensive in relationship

to the cost of the Protected Antenna and the painting, location or screening does not interfere with reception.

VI. BUILDING SAFETY AND SECURITY

At all times, a current list of each person in residence should be on file with the management company. Changes in residency should be reported immediately to the management company.

A. SECURITY - ALARMS AND LOCKS

Board approval is required prior to installation of burglar alarms. Only silent alarm systems will be approved. The maintenance of lock hardware on the unit entrance door is the responsibility of the unit owner. If the lock malfunctions or requires replacement, all expenses for this activity are borne by the owner. If the doorknob must be replaced, it should be replaced with a similar unit as the other entrance doors.

B. SMOKE ALARM WITHIN THE BUILDING

One or more smoke detectors are located in each unit. Smoke activates these detectors, and a loud bell will ring. Upon hearing the ring a resident should, if possible, determine the cause and take appropriate action. If the cause cannot be determined and smoke is evident, call 911 immediately. A contractor will confidence-test the smoke detector system annually. The contractor at the Association's expense will replace malfunctioning detectors when they are found to be defective. Other than scheduled alarm testing, residents should evacuate the building when the central alarm rings. It is the owner's responsibility to ensure that the smoke detectors within the Owner's unit are operable. The owner shall not do anything that prohibits the proper functioning of the smoke detectors. If the smoke detectors have battery backup power, it is the Owner's responsibility to replace batteries.

C. COMMON SENSE PRECAUTIONS

1. Do not leave any outside access door propped open and unattended. Be sure any outside access door closes securely after you have passed through it.
2. Owners or tenants should question suspicious appearing persons or activities. Their presence should be brought to the attention of either a Board member, the management company, or if more immediate and appropriate, to the Police by dialing 911.
3. No smoking is allowed in enclosed common areas. No disposal of cigarette butts is permitted in any of the common areas.

VII. PETS

As provided in the Declaration, no owner may keep more than two dogs, two cats, or one dog and one cat in a unit. No animals, which term includes birds, fish, livestock, domestic animals or poultry, rodents, reptiles 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, except dogs and cats, subject to all governmental laws, ordinances, rules and regulations.

The following dogs have been determined to be dangerous breeds and will not be permitted in the Condominium: Pit bulls, Doberman pinschers, and Rottweilers, or any mix with 50% of these breeds.

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.

Owners are responsible for cleaning up after their pet and for any damage caused by their pet or by the pets of their tenant, guests, tenant's guest, etc. The City of Seattle's ordinance regarding cleaning up after pets applies to all pet owners. Soiled pet litter must be securely bagged in a plastic bag and carried directly to the dumpster.

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, including reasonable attorney's fees, when, in the Board's determination, the animal is disturbing other owners 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.

VIII. GARBAGE / RECYCLING

Owners and their tenants are responsible for placing their trash in the areas designated for trash collection.

You are encouraged to recycle as is required by the City of Seattle. Please follow the instructions in the trash/recycle area.

IX. DISTURBANCES

No noxious or offensive activity shall be carried on in any unit, limited common area or common area nor shall anything be done therein which may be or become an annoyance or nuisance to other owners or to the public.

The volume of stereos, radios, televisions, musical instruments, voices, etc. must be such that it does not disturb anyone in any other unit or in any common area.

Speakers may not be installed in party walls (walls which have another adjacent apartment), or soffits in party walls.

Do not use washers, dryers, dishwashers, vacuum cleaners or any other noisy appliance between 10 p.m. and 7 a.m.

X. MARKETING GUIDELINES

The Board is aware that marketing of property requires ease of access and cooperation of seller, real estate agent, and property manager. With that in mind, the Board has established the following guidelines:

RESPONSIBILITIES OF SELLER:

- Notify the management company that the unit is for sale.
- Provide the agent with a building entrance key.
- Make arrangements with the listing agent for access to the unit and to the front door.

RESPONSIBILITIES OF AGENT:

- Agent to have showing access to common areas as well as the unit.
- Broker's Open - Notify the management company of date and time.
- A licensed agent must escort individuals, not agents, attending an open house through the building.

No signage of any kind may be displayed in front of, across the street from, or around the building, except with the express written permission of the Board. Agents wishing to attract potential buyers to the building may not do so by the placement of signage outside the building prior to an open house.

XI. RENTALS

All leases and rental agreements must be in writing and by their terms shall provide that the terms of the lease are subject in all respects to the provisions of the Declaration, Bylaws, and Rules and Regulations.

Not more than four (4) units may be rented at a given time. Minimum initial lease term for units is six months. In the event that four units are rented, at the request of an Owner, the Board may, in the case of substantial hardship or in the case of an Owner being temporarily absent from the Owner's Unit, grant waivers of this provision for up to one year. If an Owner of a Unit that was not being leased desires to lease the Unit and if leasing the Unit would result in more than four Units in the Condominium being leased, the Owner may place the Unit on a waiting list and that Owner will be permitted to lease the Unit on a first-come first-served basis when a Unit that was being leased has been sold or is occupied by the Owner.

Prior to entering into a lease with any tenant (other than a relative of the owner) for a unit, the owner is required to have the prospective tenant screened, at the owner's or tenant's cost, by a tenant screening service approved by the management company and to furnish a copy of the report of the tenant screening service to the management company.

All leases or rental agreements for units must be provided to the management company prior to the tenant's moving in together with name(s), phone numbers, and information regarding the tenant(s). This is important in case of emergency and to provide information regarding rule changes, meetings, etc. (The lease agreements will be kept with the Association records.)

Any failure of a tenant to comply with the terms of the Declaration, Bylaws, or Rules and Regulations of the Association shall be an event of default under the lease or rental agreement. In the case of such a default, the Board may require the owner to evict the tenant.

The owner is held responsible for any damage to common areas or limited common areas caused by the tenant, whether or not the tenant was in violation of the rental agreement or any rules or regulations. Rental of an apartment does not constitute a waiver or relinquishment of the owner's responsibilities as specified in the Declaration, Bylaws and Rules and Regulations.

XII. MOVING DAY

Extreme care must be addressed to security - all exterior doors should be attended at all times during moving.

Scheduled time for move in/out with the management company is necessary for convenience of the building, safety, and security, and will be determined by the Board.

Moving is restricted to the hours of 8:00 AM to 9:00 PM Sunday through Thursday, and 8:00 AM to 10:00 PM Friday and Saturday.

In order to assure that costs to repair any damage caused to the common areas during moving is covered, move-in and move-out fees will be charged to the owner of record. See Section XVI Fee/Fine Schedule.

XIII. MOTOR VEHICLES

Only currently licensed, operable motor vehicles may be parked in the garage. All motor vehicles owned or operated by a resident must be parked only in the resident's assigned parking space. Vehicles not parked in the assigned parking space may be towed at the owner's expense. No trailers, boats, recreational vehicles, camper shells, etc. are allowed in the parking areas, unless specifically approved by the Board. No vehicle repairs, oil changes or washing may be done in the garage. Owners are responsible for determining that his or her vehicle fits in its assigned parking space, and the owner shall be liable for any damage caused to the building, his or her vehicle, or any other vehicle in connection with parking in any parking space.

XIV. ENTRY

The Board and its agents or employees may enter any unit or limited common area when necessary in connection with any maintenance or construction for which the Association is responsible, or in the event of emergencies. If the repairs or maintenance was necessitated by or for the unit entered or its owners, or requested by its owner, the cost thereof shall be charged to such unit.

XV. ENFORCEMENT

It is the responsibility of each owner to know the terms and provisions of the Declaration, Bylaws and Rules and Regulations of the Association. Each owner is responsible for advising tenants or guests of the owner of any provision of the Declaration, Bylaws or Rules and Regulations which apply to them. 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 statutes, ordinances 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.

Each owner, tenant, 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 with 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, the Association's managing agent on its behalf, or by the aggrieved owner. To enforce the Rules and Regulations, the Board may also levy monetary fines.

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 maintenance fee for the first month following the correction. Payment of such costs shall be enforced in the same manner as is provided for the enforcement of maintenance fees.

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:

1. The Board will give the offending owner written notice of a hearing before the Board or a specially appointed committee or representative regarding the proposed action or fine. The notice shall include (a) a statement of the offense, (b) the proposed action and/or fine, (c) the date, time and place of the hearing, and (d) whether testimony of the owner must be oral, written, or both. The date of the hearing shall be at least five (5) days after notice is delivered.
2. At the hearing, the affected owner shall have the right to give testimony as outlined in the notice, subject to reasonable rules of procedure established by the Board to assure a prompt and orderly resolution of the issue at hand.
3. Evidence presented at the hearing shall be considered in making the decision regarding fines or other enforcement action.
4. The affected owner shall be notified of the decision in the same manner in which notice of the meeting was given.

In addition, the Board can take any other legal action appropriate or remedy or penalize a violation of these Rules, the Bylaws or the Condominium 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, director(s) or officers, or the property manager.

Owners shall be financially responsible for all damages caused by their tenants or guest, and for any fines imposed as the result of conduct on the part of their tenants, guests or invitees. 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.

XVI. FEE/FINE SCHEDULE

In an effort to protect the owners, residents, and common areas of the building, the Board has adopted this schedule of fees and fines. It is included here as a quick reference tool for owners and residents.

FEES	Monthly Assessment Late Fee	\$ 25
	Returned Check Fee	\$ 25
	Transfer Fee	\$ 35
	Move-in Fee	\$500
	Move-out Fee	\$500
	Resale Certificate Fee	\$150
FINES	2 nd notice of a violation	\$25
	3 rd notice of a violation	\$50

NOTES REGARDING FEES

Monthly assessments become payable on the first of each month, and are delinquent on the second. However, to allow for mail and other unforeseen delays, the Association allows a ten (10) day grace period for the payment of assessments. Owners whose assessments are not received by the management company by 5:00 PM on the 10th of the month will be charged a late fee of \$25.00.

A transfer fee shall be charged to each new owner's account upon each conveyance of the unit after the initial conveyance by the Declarant.

The resale certificate fee and transfer fee are paid to the management company.

A move-in fee is charged to the unit owner's account upon move-in to a unit to offset the wear and tear to the common areas of the building; likewise, a move-out fee is charged to the unit owner's account upon move-out of a unit. 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 or out of the unit, except that a move-in fee will not be charged in connection with the initial occupancy of the unit.

NOTES REGARDING FINES

The Board, to enforce the Regulations, may levy monetary fines of \$25 for the second notice of a violation and \$50 for the third notice for a violation. Subsequent violations will be subject to fines or other appropriate action at the discretion of the Board. Such fine(s) shall be added to the monthly assessment for the first month following the violation, and shall be enforceable in the same manner as is provided for the enforcement of maintenance fees.