

Rules and Regulations
Wallingford Court Condominium Association

Order: 6NWNXP4KW
Address: 4530 Meridian Ave N Apt S02
Order Date: 03-20-2026
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WALLINGFORD COURT HOMEOWNERS ASSOCIATION

HOUSE RULES

(Revised and adopted effective August 25, 2008)

The Board of Directors of the Wallingford Court Condominium Association adopts house rules as needed to supplement, but not supersede, the Declaration and By-Laws. House rules are "reasonable requirements for the use, occupancy and maintenance of the property." They are binding on owners, residents and guests.

SECTION 1

Management

- 1.1 The Association has contracted with a professional property manager to provide professional property management and to act as the Association's legal agent. The name and telephone numbers of the property management company (Property Manager) and the name of the manager currently assigned to Wallingford Court shall be posted on the laundry room bulletin board. An emergency number shall also be posted there. Owners and tenants should report emergencies – threat to the property or to the residents – to the property manager at this 24 hour number. Non-emergency needs and concerns should also be reported to the property manager who will involve the Board of Directors as needed. Emergency calls only will be accepted from tenants. Tenants' concerns must be directed to unit owners.
- 1.2 Problems between owners should be resolved between owners. If not resolvable, they may be referred to the property manager.
- 1.3 Information – The Property Manager maintains information on each owner and tenant, information which must be available in emergencies and for mailings. Failure to provide or to update information may result in a \$100 charge to the unit owner.

SECTION 2

Unit Maintenance

- 2.1 Owners are responsible for maintaining unit interiors in good order, condition and repair, to do all necessary painting and repair work including repair and/or replacement of fixtures, plumbing, water heaters, fans, heaters, electrical fixtures, appliances, etc. The Board

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of Directors reserves the right to inspect the interior of a unit when the possibility of damage to common areas or other units exist, and to require correction.

- 2.2 Owners are urged to maintain the uniform exterior appearance of the property. The Board of Directors reserve the right to require the use of blinds colored white or a variation of white at all windows and glass doors. Owners who do not wish to conform must seek a written variance from the Board. The Board at its sole discretion may require an owner to remove non-conforming window covering from their unit.
- 2.3 Residents are urged to take fire prevention precautions, to acquaint themselves with the location and operation of the fire extinguishers and to have easy access to portable fire extinguishers.
- 2.4 Unless written permission is granted by the Board of Directors, nothing may be done or kept in a unit or on the property which would increase the Association's insurance costs or cause insurance to be canceled.

SECTION 3

Common Areas (Grounds, courtyard, walkways, hall, stairs, storage room, parking lot and driveway)

- 3.1 Common areas are for use by all residents. They may not be used for storage of personal items. Nothing may be placed, constructed or altered in a common area without permission from the Board of Directors. Residents are specifically prohibited from littering common areas; leaving trash in the common areas; dropping smoking materials; dumping pet litter or planting material; leaving newspapers, magazines or "junk" mail beyond the delivery dates.
- 3.2 Only conventional outdoor mats may be used at unit doors. Mats should not be a hazard to those using the hallways.
- 3.3 No signs of any kind may be displayed from the exterior of a unit or placed in the window of a unit. No signs may be attached to the building or to fences. See "Selling a Unit" and "Renting a Unit").

SECTION 4

Limited Common Areas (Patios, decks, parking spaces, storage lockers)

- 4.1 A limited common area is reserved for the exclusive use of the occupant of the unit with which it is associated and is subject to

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regulation by the Board of Directors. A limited area may not be altered without written permission of the Board.

- 4.2 Decks and patios may not be used for any purpose that detracts from the overall appearance of the property. They may not be used for storage of personal items. Railings and fences may not be used to air or dry clothing, bedding, rugs, etc. Outdoor type furniture and planters must be clean and in good condition. Unsightly items must be removed in a timely fashion. Nothing may be attached to metal railings or fences. Owners will be charged for repair of any damage.
- 4.3 Owners are assigned storage lockers and use them at their own risk. The Association does not assume responsibility for storage room security. No material may be stored in a locker which might cause damage to the building or to other lockers.
- 4.4 Parking spaces are deeded to each owner. Each is reserved for the exclusive use of the unit occupant. Residents may call the towing service to have an illegally parked vehicle removed. Owners who temporarily exchange parking spaces must notify the property manager. A permanent exchange of parking spaces must be approved by the Board of Directors and filed with the deed, at the owners' expense. There are no guest parking spaces.
- 4.5 A parking space may be used only for an operating, properly licensed motor vehicle in good repair which can be parked within the allotted space without blocking the central driveway or adjacent spaces. Concrete barriers may not be removed.
- 4.6 The Board of Directors or the property manager may order removal of a vehicle that is not properly licensed, is not in operating condition or is unsightly, at the owner's expense. In accordance with the Declaration, the Board reserves the right to restrict the use of spaces to passenger vehicles.
- 4.7 Residents are responsible for maintaining their parking spaces by preventing or removing oil stains and by removing accumulated debris. Owners will be charged for the cost of asphalt repair resulting from oil leaks. When the budget permits, the Association pays for periodic cleanup of the parking lot.
- 4.8 An owner may install a bicycle rack in the parking space with permission of the Board of Directors. The petition to the Board must include a description of the rack, the mode of installation, a scale drawing showing that the installation does not prevent use by a

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passenger car. Owners will be charged for any undue damage to the asphalt.

SECTION 5

Laundry

- 5.1 The Association provides leased, coin-operated washers and dryers for the exclusive use of residents. Questions and complaints regarding the equipment should be directed to the provider of the laundry equipment. Use restrictions are posted in the laundry room. Residents must remove laundry as soon as wash/dry cycles are completed.

SECTION 6

Trash Disposal

- 6.1 The Association contracts for trash collection and recycling service. Owners and their tenants shall be required to dispose of their trash and recycling in accordance with any applicable rules and regulations of the City of Seattle. Current rules regarding trash and recycling shall be posted in the laundry room.
- 6.2 Residents are required to dispose of wet garbage in a garbage disposal; to place food-stained containers in a tied plastic bag (to promote odor control and sanitation); to flush animal waste down a toilet; to place cat litter (free of waste) in a sturdy plastic bag; to rinse soiled diapers and place them in a tied plastic bag.
- 6.3 An owner who overloads the dumpster or contaminates the recycling bins, or whose tenant does so, will be charged for the extra pick-up required to remove materials.
- 6.4 Residents are required to make their own arrangements for disposal of discarded furniture, equipment, bulky household items, clothing, carpeting, rugs, bedding, mattresses, Christmas trees or large household plants, hazardous waste, used motor oil, used batteries, non-recyclable packing materials and boxes.

SECTION 7

Noise

- 7.1 Owners and Residents are urged to monitor and control their own noise in their units and in common areas at all times and required to

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observe quiet hours between 10:00 PM and 9:00 AM by adjusting the volume on stereos and TV's. Noisy activities shall be prohibited and noisy equipment may not be operated during quiet hours. Residents and their guests should be considerate of others in their use of stairs, hallways, the courtyard and parking lot.

SECTION 8

Key

- 8.1 Owners are urged to provide the Board of Directors with keys to their units for use in emergencies and for the annual fire alarm check. If keys have not been provided, owners will be charged for all costs associated with entering units in the event of an emergency. No unit will be entered unless two persons are present.
- 8.2 Replacement gate keys shall be provided to owners upon request to the property manager. A uniform charge shall be assessed to the owner at the rate that has been determined by the Board

SECTION 9

Fire Alarm Check

- 9.1 The Association is required to contract for a fire alarm check once each year. Residents are given written notice of the date and time. In order to pass the inspection, each unit must be opened. After having been notified of an upcoming inspection the failure of an owner to be available or to provide a key will result in the owner being charged for the full cost of a second inspection.

SECTION 10

Pets

- 10.1 Two small pets (dogs, cats, under 25 lbs.) may be housed in each unit. Pets must be licensed and neutered. Dogs must be accompanied and controlled when outside the unit. Pets may not urinate or defecate on the property. If an accident occurs, the owner must clean up at once. City regulations require that animal waste be flushed down a toilet; it may not be placed in a trash container. The Board of Directors reserves the right to order the removal of a pet that unreasonably disturbs residents.

SECTION 11

Selling a Unit

- 11.1 The property manager must be notified immediately when an owner decides to sell a unit. The real estate agent must be aware of the Association's rules regarding signage, the key box and security provisions and hours.
- 11.2 Only one professionally painted FOR SALE sign may be displayed on the property. No signs may be displayed from the unit. The FOR SALE sign must be placed at the northwest of the property (Meridian and 46th). The top of the sign, when mounted on a post, may not be higher than the top of the fence top so that it is not visible from the ground floor units. The sign must be removed as soon as the property is sold or taken off the market. The Board of Directors reserves the right to rescind permission to display a sign.
- 11.3 The key box must be attached according to instructions provided by the property manager. Any damage to the property will be charged to the owner.
- 11.4 The unit may be shown only between 9:00 AM and 8:00 PM. Agents and owners are asked to be as considerate as possible in using the stairs and hallways. Under no circumstances should either security gate be tied or propped open. Prospective clients must be accompanied. An unaccompanied sales prospect who gains access without keys will be considered to be trespassing.

SECTION 12

Renting a Unit

- 12.1 The rental of the units at Wallingford Court is subject to provisions of the Condominium's Declaration which limits the maximum number of units that may be rented. Prior to renting a unit an owner must contact the property manager in writing and must request and receive written verification that they are eligible to rent their unit. In addition, the property manager must be notified immediately each time a unit becomes available for rent.
- 12.2 No FOR RENT sign may be displayed on the property or from the unit. The owner must advertise the unit as a condominium, not as an apartment. If it is not listed, each perspective tenant should be informed during the initial interview that Wallingford Court is a condominium residence, not an apartment building.
- 12.3 The owner is urged to select tenants carefully and to do both a criminal background check and a credit check.

- 12.4 The unit must be shown by appointment with the owner or his/her agent. Prospective tenants may not contact residents to gain access to the building. The unit may be shown only between 9:00 AM and 8:00 PM. Owners are to be as considerate as possible of residents. Under no circumstances should either security gate be tied or propped open to facilitate showing of a unit. An unaccompanied prospective tenant who gains access to the property without keys will be considered trespassing.
- 12.5 The owner must notify the property manager at once when a rental agreement is signed and must provide documentation that the tenant has been provided a copy of the House Rules and has read and agreed to abide by them. Prior to occupancy the tenant's name, work and home telephone numbers must be given to the property manager. A \$100 charge will automatically be placed on the account if the property manager is required to initiate steps to obtain this information after the tenant has moved in.
- 12.6 A new tenant must be advised by the owner, prior to occupancy, to occupy the assigned parking space only.
- 12.7 A new tenant must be informed by the owner that the owner assumes all responsibilities of landlord, that the tenant may only call the Property Manager in case of emergency (threat to the property or to the residents). It is not the responsibility of the property manager or the Association to manage the real estate investments of its owners. If the tenant calls the property manager or the Association other than for emergency concerns, a charge for the service will be placed on the owner's account. This same policy applies to tenant contact with the Board of Directors.
- 12.8 In the event of a change of tenant, whether the change is due to move-in or move-out, the owner must, within five (5) days, notify the property manager. Further, the owner must advise the property manager whether or not they intend to continue to rent their unit.

SECTION 13

Assessments, Charges and Damages

- 13.1 Each owner is assessed for a share of expenses to maintain and manage the property. Through managing agent, the Board of Directors is required to collect these "dues" so that funds are available to meet Association obligations. Payments are due the first of each

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month and delinquent after the tenth. A late charge of \$25 is placed on an account each month it is delinquent.

- 13.2 Procedures for collection of delinquent monthly dues:
- When dues are 10-30 days past due, the homeowner will receive a delinquent notice.
 - When dues are 31-60 days past due, the homeowner will receive a collection letter.
 - When dues are 61-90 days past due, the homeowner will receive a 10 Day Notice with intent to place a lien against the unit.
 - When dues are 91 days past due, the account will be turned over to an attorney and a lien will be placed on the unit.
- 13.3 The Board of Directors establishes charges which it deems reasonable to ensure compliance with rules and regulations. The property manager will give written notice of any such charge. The owner may appeal the charge to the Board.
- 13.4 An owner who damages the property or Association owned equipment will be charged the cost of repairs or replacement. Delinquent charges will apply. An owner's account will also be charged for damage caused by a tenant.
- 13.5 A third written notice of an infraction of the house rules will include a \$25 fine. Fourth notice will include a \$100 fine and a Board hearing will be scheduled.

13.6 Move in/out fees: In order to defray Association expenses arising when residents move in and out of Wallingford Court, the Association will charge owners a \$100 fee each time a resident moves in and an additional \$100 each time a resident moves out. All charges shall be made to the affected unit's owner of record at the time of the move. These charges shall be administered by the Property Manager as follows:

- Existing owners will be charged a \$100.00 move-out fee at the time when the property manager has been notified that a sale of their unit is in process.
- New owners will be charged a \$100.00 move-in fee at the time when the property manager is notified that ownership of the unit has transferred.
- Owners of existing rental units will be charged \$100.00 as a move-out fee when their tenant moves out of a unit being rented by the owner.
- Owners of existing rental units will be charged \$100.00 as a move-in fee when a new tenant moves in to a unit being rented by the owner.

Normally charges related to resident changes in rental units shall be made by the property manager upon notification that there has been a change in tenants. However, in the event that an owner renting a unit should fail to notify the Property Manager that a change in tenants has occurred, the above charges shall be made by the Property Manager following notification by the Association that a unit has changed tenants. In that event, the above charges shall be made in addition to other charges related to the failure to comply with rules 12.5 and 12.8.

Section 14

Condominium Flooring Replacement

14.1 In order to encourage condominium improvements and to prevent negative noise impacts to residents, the Board has adopted this policy governing condominium floor replacement.

14.2 Any owner wishing to replace flooring in their apartment must install materials that provide at least as much sound reduction as existing flooring.

14.3 Any owner wishing to replace carpet or resilient flooring (e.g. vinyl or linoleum) with a harder flooring surface must obtain prior written approval from the Board. To obtain approval, owners must submit a detailed written proposal including;

- A drawing and description of the area of flooring to be replaced,
- The manufacturer's specifications for the flooring materials to be used (including any sound reducing layer).

The proposal shall be submitted to the Board President. The Board will act on the proposal within thirty days.

WALLINGFORD COURT HOMEOWNERS ASSOCIATION

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(Revised and adopted effective February 27, 2023)

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SECTION 2

Unit Maintenance

- 2.1 Owners are responsible for maintaining unit interiors in good order, condition and repair, to do all necessary painting and repair work including repair and/or replacement of fixtures, plumbing, water heaters, fans, heaters, electrical fixtures, appliances, etc. The Board

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of Directors reserves the right to inspect the interior of a unit when the possibility of damage to common areas or other units exist, and to require correction.

- 2.2 Owners are urged to maintain the uniform exterior appearance of the property. The Board of Directors reserve the right to require the use of blinds colored white or a variation of white at all windows and glass doors. Owners who do not wish to conform must seek a written variance from the Board. The Board at its sole discretion may require an owner to remove non-conforming window covering from their unit.
- 2.3 Residents are urged to take fire prevention precautions, to acquaint themselves with the location and operation of the fire extinguishers and to have easy access to portable fire extinguishers. Residents also must take care to maintain heating equipment within their unit with periodic cleaning by keeping flammable objects away from the front of heaters.
- 2.4 Unless written permission is granted by the Board of Directors, nothing may be done or kept in a unit or on the property which would increase the Association's insurance costs or cause insurance to be canceled.
- 2.5 Resident and Owner Contact Information: In order to enable the Board to contact owners or residents in the case of an emergency, owners shall provide the Board of Directors with their contact information (e-mail and telephone) and contact information (email and telephone) of any residents or tenants in their unit.

SECTION 3

Common Areas (Grounds, courtyard, walkways, hall, stairs, storage room, parking lot and driveway)

- 3.1 Common areas are for use by all residents. They may not be used for storage of personal items. Nothing may be placed, constructed or altered in a common area without permission from the Board of Directors. Residents are specifically prohibited from littering common areas; leaving trash in the common areas; dropping smoking materials; dumping pet litter or planting material; leaving newspapers, magazines or "junk" mail beyond the delivery dates.
- 3.2 Only conventional outdoor mats may be used at unit doors. Mats should not be a hazard to those using the hallways.
- 3.3 No signs of any kind may be displayed from the exterior of a unit or placed in the window of a unit. No signs may be attached to the building or to fences. See "Selling a Unit" and "Renting a Unit").

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SECTION 4

Limited Common Areas (Patios, decks, parking spaces, storage lockers)

- 4.1 A limited common area is reserved for the exclusive use of the occupant of the unit with which it is associated and is subject to regulation by the Board of Directors. A limited area may not be altered without written permission of the Board.
- 4.2 Decks and patios may not be used for any purpose that detracts from the overall appearance of the property. They may not be used for storage of personal items. Railings and fences may not be used to air or dry clothing, bedding, rugs, etc. Outdoor type furniture and planters must be clean and in good condition. Unsightly items must be removed in a timely fashion. Nothing may be attached to metal railings or fences. Owners will be charged for repair of any damage.
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- 4.5 A parking space may be used only for an operating, properly licensed motor vehicle in good repair which can be parked within the allotted space without blocking the central driveway or adjacent spaces. Concrete barriers may not be removed.
- 4.6 The Board of Directors or the property manager may order removal of a vehicle that is not properly licensed, is not in operating condition or is unsightly, at the owner's expense. In accordance with the Declaration, the Board reserves the right to restrict the use of spaces to passenger vehicles.
- 4.7 Residents are responsible for maintaining their parking spaces by preventing or removing oil stains and by removing accumulated debris. Owners will be charged for the cost of asphalt repair resulting from oil

leaks. When the budget permits, the Association pays for periodic cleanup of the parking lot.

- 4.8 An owner may install a bicycle rack in the parking space with permission of the Board of Directors. The petition to the Board must include a description of the rack, the mode of installation, a scale drawing showing that the installation does not prevent use by a passenger car. Owners will be charged for any undue damage to the asphalt.

SECTION 5

Laundry

- 5.1 The Association provides leased, coin-operated washers and dryers for the exclusive use of residents. Questions and complaints regarding the equipment should be directed to the provider of the laundry equipment. Use restrictions are posted in the laundry room. Residents must remove laundry as soon as wash/dry cycles are completed.

SECTION 6

Trash Disposal

- 6.1 The Association contracts for trash collection and recycling service. Owners and their tenants shall be required to dispose of their trash and recycling in accordance with any applicable rules and regulations of the City of Seattle. Current rules regarding trash and recycling shall be posted in the laundry room.
- 6.2 Residents are required to dispose of wet garbage in a garbage disposal; to place food-stained containers in a tied plastic bag (to promote odor control and sanitation); to flush animal waste down a toilet; to place cat litter (free of waste) in a sturdy plastic bag; to rinse soiled diapers and place them in a tied plastic bag.
- 6.3 An owner who overloads the dumpster or contaminates the recycling bins, or whose tenant does so, will be charged for the extra pick-up required to remove materials.
- 6.4 Residents are required to make their own arrangements for disposal of discarded furniture, equipment, bulky household items, clothing, carpeting, rugs, bedding, mattresses, Christmas trees or large household plants, hazardous waste, used motor oil, used batteries, non-recyclable packing materials and boxes.

SECTION 7

Noise

- 7.1 Owners and Residents are urged to monitor and control their own noise in their units and in common areas at all times and required to observe quiet hours between 10:00 PM and 9:00 AM by adjusting the volume on stereos and TV's. Noisy activities shall be prohibited and noisy equipment may not be operated during quiet hours. Residents and their guests should be considerate of others in their use of stairs, hallways, the courtyard and parking lot.

SECTION 8

Key

- 8.1 Owners are urged to provide the Board of Directors with keys to their units for use in emergencies and for the annual fire alarm check. If keys have not been provided, owners will be charged for all costs associated with entering units in the event of an emergency. No unit will be entered unless two persons are present.
- 8.2 Replacement gate keys shall be provided to owners upon request to the property manager. A uniform charge shall be assessed to the owner at the rate that has been determined by the Board

SECTION 9

Fire Alarm Check

- 9.1 The Association is required to contract for a fire alarm check once each year. Residents are given written notice of the date and time. In order to pass the inspection, each unit must be opened. When units are opened in the course of this inspection, each unit will also be checked to make sure emergency access and egress is possible in the event a resident needed to be evacuated in a fire or other emergency. After having been notified of an upcoming inspection the failure of an owner to be available or to provide a key will result in the owner being charged for the full cost of a second inspection.

SECTION 10

Pets

- 10.1 Two small pets (dogs, cats, under 25 lbs.) may be housed in each unit. Pets must be licensed and neutered. Dogs must be accompanied and

controlled when outside the unit. Pets may not urinate or defecate on the property. If an accident occurs, the owner must clean up at once. City regulations require that animal waste be flushed down a toilet; it may not be placed in a trash container. The Board of Directors reserves the right to order the removal of a pet that unreasonably disturbs residents.

SECTION 11

Selling a Unit

- 11.1 The property manager must be notified immediately when an owner decides to sell a unit. The real estate agent must be aware of the Association's rules regarding signage, the key box and security provisions and hours.
- 11.2 Only one professionally painted FOR SALE sign may be displayed on the property. No signs may be displayed from the unit. The FOR SALE sign must be placed at the northwest of the property (Meridian and 46th). The top of the sign, when mounted on a post, may not be higher than the top of the fence top so that it is not visible from the ground floor units. The sign must be removed as soon as the property is sold or taken off the market. The Board of Directors reserves the right to rescind permission to display a sign.
- 11.3 The key box must be attached according to instructions provided by the property manager. Any damage to the property will be charged to the owner.
- 11.4 The unit may be shown only between 9:00 AM and 8:00 PM. Agents and owners are asked to be as considerate as possible in using the stairs and hallways. Under no circumstances should either security gate be tied or propped open. Prospective clients must be accompanied. An unaccompanied sales prospect who gains access without keys will be considered to be trespassing.

SECTION 12

Renting a Unit

- 12.1 The rental of the units at Wallingford Court is subject to provisions of the Condominium's Declaration which limits the maximum number of units that may be rented. Prior to renting a unit an owner must submit in writing to the WCC Board of Directors care of the Property Manager a request to rent their unit and a copy of their proposed lease template and they must have received written verification that they are eligible to

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rent their unit. In addition, the Property Manager must be notified immediately each time a unit becomes available for rent.

- 12.2 No FOR RENT sign may be displayed on the property or from the unit. The owner must advertise the unit as a condominium, not as an apartment. If it is not listed, each prospective tenant should be informed during the initial interview that Wallingford Court is a condominium residence, not an apartment building.
- 12.3 The owner is urged to select tenants carefully and to do both a criminal background check and a credit check.
- 12.4 The unit must be shown by appointment with the owner or his/her agent. Prospective tenants may not contact residents to gain access to the building. The unit may be shown only between 9:00 AM and 8:00 PM. Owners are to be as considerate as possible of residents. Under no circumstances should either security gate be tied or propped open to facilitate showing of a unit. An unaccompanied prospective tenant who gains access to the property without keys will be considered trespassing.
- 12.5 The owner must notify the property manager at once when a rental agreement is signed and must provide documentation that the tenant has been provided a copy of the House Rules and has read and agreed to abide by them. Prior to occupancy a copy of the signed and approved lease as well as completed WCC Resident Information Form that includes the tenant's name, work and home telephone numbers must be given to the Property Manager. A \$100 charge will automatically be placed on the account if the property manager is required to initiate steps to obtain this information after the tenant has moved in. If the Property Manager must make additional attempts to obtain this information an additional charge of \$200. shall be placed on the owners account for each attempt made at least 30 days following a prior attempt.
- 12.6 A new tenant must be advised by the owner, prior to occupancy, to occupy the assigned parking space only.
- 12.7 A new tenant must be informed by the owner that the owner assumes all responsibilities of landlord, that the tenant may only call the Property Manager in case of emergency (threat to the property or to the residents). It is not the responsibility of the property manager or the Association to manage the real estate investments of its owners. If the tenant calls the property manager or the Association other than for emergency concerns, a charge for the service will be placed on the

owner's account. This same policy applies to tenant contact with the Board of Directors.

- 12.8 In the event of a change of tenant, whether the change is due to move-in or move-out, the owner must, within five (5) days, notify the property manager. Further, the owner must advise the property manager whether or not they intend to continue to rent their unit.
- 12.9 If in the consideration of the Board, an owner has failed to comply with the provisions of this Article of the House Rules or with the rental cap provisions of the Condominium Declaration, the Board may terminate an owner's rental privileges. Prior to taking such action the Board shall request that the owner provide the Board with any information that would support a claim that they acted according to the House Rules and Condominium Declaration.

SECTION 13

Assessments, Charges and Damages

- 13.1 Each owner is assessed for a share of expenses to maintain and manage the property. Through managing agent, the Board of Directors is required to collect these "dues" so that funds are available to meet Association obligations. Payments are due the first of each month and delinquent after the tenth. A late charge of \$25 is placed on an account each month it is delinquent.
- 13.2 Procedures for collection of delinquent monthly dues:
- When dues are 10-30 days past due, the homeowner will receive a delinquent notice.
 - When dues are 31-60 days past due, the homeowner will receive a collection letter.
 - When dues are 61-90 days past due, the homeowner will receive a 10 Day Notice with intent to place a lien against the unit.
 - When dues are 91 days past due, the account will be turned over to an attorney and a lien will be placed on the unit.
- 13.3 The Board of Directors establishes charges which it deems reasonable to ensure compliance with rules and regulations. The property manager will give written notice of any such charge. The owner may appeal the charge to the Board.
- 13.4 An owner who damages the property or Association owned equipment will be charged the cost of repairs or replacement. Delinquent charges

will apply. An owner's account will also be charged for damage caused by a tenant.

13.5 A third written notice of an infraction of the house rules will include a \$25 fine. Fourth notice will include a \$100 fine and a Board hearing will be scheduled.

13.6 Move in/out fees: In order to defray Association expenses arising when residents move in and out of Wallingford Court, the Association will charge owners a \$100 fee each time a resident moves in and an additional \$100 each time a resident moves out. All charges shall be made to the affected unit's owner of record at the time of the move. These charges shall be administered by the Property Manager as follows:

- Existing owners will be charged a \$100.00 move-out fee at the time when the property manager has been notified that a sale of their unit is in process.
- New owners will be charged a \$100.00 move-in fee at the time when the property manager is notified that ownership of the unit has transferred.
- Owners of existing rental units will be charged \$100.00 as a move-out fee when their tenant moves out of a unit being rented by the owner.
- Owners of existing rental units will be charged \$100.00 as a move-in fee when a new tenant moves in to a unit being rented by the owner.

Normally charges related to resident changes in rental units shall be made by the property manager upon notification that there has been a change in tenants. However, in the event that an owner renting a unit should fail to notify the Property Manager that a change in tenants has occurred, the above charges shall be made by the Property Manager following notification by the Association that a unit has changed tenants. In that event, the above charges shall be made in addition to other charges related to the failure to comply with rules 12.5 and 12.8.

Section 14

Condominium Flooring Replacement

14.1 In order to encourage condominium improvements and to prevent negative noise impacts to residents, the Board has adopted this policy governing condominium floor replacement.

14.2 Any owner wishing to replace flooring in their apartment must install materials that provide at least as much sound reduction as existing flooring.

14.3 Any owner wishing to replace carpet or resilient flooring (e.g. vinyl or linoleum) with a harder flooring surface must obtain prior

written approval from the Board. To obtain approval, owners must submit a detailed written proposal including;

- A drawing and description of the area of flooring to be replaced,
- The manufacturer's specifications for the flooring materials to be used (including any sound reducing layer).

The proposal shall be submitted to the Board President. The Board will act on the proposal within thirty days.