

98 UNION CONDOMINIUM HOUSE RULES

JANUARY 2011

MOST COMMON QUESTIONS & CONCERNS

The following items are the most commonly asked questions regarding the House Rules. The main body of this document contains additional detail on each of these and other topics. If you have any questions, please feel free to contact the Building Manager or the Property Manager.

PARKING

- There are no unassigned parking spaces in the garage, every space is owned by a specific unit.
- You may only park in the parking space owned by your unit, unless you have express permission to park in another unit's parking space (for example: if you are renting someone's parking space).
- Loading and Unloading is allowed in two designated 10-minute zones in the garage.
- Parking in any other location without express permission is not allowed and will result in a fine.
- On occasion an owner may make their space available for others to use on a temporary basis (for guests, for example), please consult with the building manager and/or door staff for availability.

SMOKING

- Smoking is not allowed in any common area at 98 Union, nor within 15 feet of any building entrance.
- Smoking is allowed ONLY within the confines of an individual unit.

MOVE IN/MOVE OUT

- All moves, including furniture deliveries, must be scheduled in advance with the Building Manager.
- Moving must be done between the hours of 9:00 am and 4:00pm, Monday through Friday only.
- No moving after hours or on weekends is allowed.
- You must have someone stationed at the garage door at all times during your move.
- If you will be using a large moving van and blocking the alley, the City of Seattle requires a permit which requires one week advance notice. The building manager can facilitate this process.

NOISE

- Any noise that disturbs your neighbors must be controlled; this includes TV's, stereos, pets and guests.
- Noise complaints should be addressed immediately before the situation escalates.
- Immediate and substantial fines will be made for late-night disturbances.

PETS

- Up to two domestic pets are allowed per unit.
- Any pet in the common areas must be on a leash, carried or in a carrier.
- No exotic animals are allowed.
- Pets which cause problems with noise or aggressive behavior may be required to be removed from the building.

RENTALS

- Owners may lease their units with a one-year minimum rental agreement.
- Owners are responsible at all times to ensure that their renters comply with the House Rules.

REMODEL & CONSTRUCTION

- Remodeling plans must be submitted to the Board for approval prior to any construction activity.
- Construction fees and damage deposits are required and will be set by the Board after review of plans.
- Construction activity is limited to the hours of 8:00 am to 5:00 pm.
- No vendor parking is allowed onsite other than in unit owner's parking spot.

REPORTING VIOLATIONS OR CONCERNS

In the interest of avoiding direct conflict between neighbors, if you have concerns regarding apparent violations of the house rules, please contact the Building Manager or Property Manager before the issue becomes a serious annoyance. E-mail or a written note provides good documentation if further action is needed.

ENFORCEMENT OF HOUSE RULES

The primary goal of the house rules is to ensure an enjoyable living environment for all residents at 98 Union. When the actions of any resident disturb another, it is important to resolve the situation as quickly as possible. To that end, in most cases the first action will be for the Property Manager to meet with all parties to mediate the situation and achieve an acceptable resolution. If mediation is not successful, then fines may be necessary to enforce compliance.

INSURANCE

The 98 Union and South Arcade Associations carry insurance which covers the building structure, exterior finishes, exterior windows and exterior doors, mechanical systems, doors into common areas and common area finishes. This coverage extends to the perimeter walls of individual units which abut common areas and/or other units. Individual unit owners must provide their own insurance for all interior finishes, interior walls, improvements, appliances and personal possessions.

IMPORTANT PHONE NUMBERS

Building Manager: 206.403.8405

Property Manager: 206.695.4839

Front Desk: 206.621.7594

Market Security: 206.682.2253 (*to report non-emergency suspicious activity after hours*)

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I. SCHEDULE OF FEES & FINES

FEES/DEPOSITS

- A. **Move In Fee**
There is a \$200 non-refundable move-in fee taken from escrow.
- B. **Alley Permit and Fee** (may apply to move in and move out)
If the alley will be blocked by a large moving van, the City of Seattle requires a permit, which takes one week to issue. As a courtesy, the 98 Union building manager will obtain this permit for the party moving. There will be a charge of \$125 for the permit and the manager's time.
- C. **Additional or replacement Garage Door Opener, Exterior Key or Key Fob**
\$50 non-refundable
- D. **Resale Certificates with attachments**
\$175 plus reserve study duplication cost, payable to Ewing & Clark, Inc. Rush fees may apply if needed
- E. **Cleanup required in common areas**
Meeting room, roof garden or following move-in/remodeling, \$40 per hour (or current rates)
- F. **Remodeling/Construction**
After a review of the proposed scope of remodeling/construction work, the Board of Directors will request a construction deposit of up to \$2,000. Large or complex projects may require additional deposits. The deposit includes a \$20 per day non-refundable construction fee, plus a construction deposit to be held until said work is completed. Any repair or clean-up costs incurred by damage to common and/or limited common areas will be paid from this deposit. Any remaining amount of the deposit will be refunded.

FINES

Most house rules are a matter of common sense and courtesy. Parking, security and noise issues can be especially annoying to your neighbors and we ask that careful attention be paid to these rules. Repeated violation of the house rules is subject to fines and in some cases the recovery of any actual damages to Association property.

The following activities deemed easily avoidable and especially annoying will be fined on first violation:

- Move In/ Move Out Offenses: \$100.00 per violation
- Parking in another resident's reserved spot: \$50.00 per violation
- Noise disturbances requiring immediate intervention by Building Manager: \$100.00 first offense, \$500.00 2nd offense
- False Fire Alarm: \$500.00 per incident (*plus actual costs, including Seattle Fire Department penalties*).
- Defacing Property: \$5,000 per incident (*plus actual damages*).
- Carrying unpermitted or illegal loaded Firearms: \$5,000 per incident.

Other than the fines listed above, violations of the house rules will be treated as follows:

- 1st violation: mediation discussion with Property Manager
- 2nd violation: \$50.00
- 3rd violation: \$100.00

II. MOVING/DELIVERIES

Access to the 98 Union garage is restricted by the traffic on Post Alley and moving or deliveries have the strong potential to be disruptive to the normal garage access by all residents. Please pay careful attention to the following rules.

- A. When planning your move in, move out or delivery of large items, always schedule in advance with the Building Manager.
- B. All moving must be done through the garage entrance on Post Alley. This includes hand-truck deliveries. **THERE ARE NO EXCEPTIONS!**
- C. Moving must be done between 9 am and 4 pm, Monday through Friday, no weekend moving is allowed.
- D. If the garage door is left open, the owner is responsible for stationing a person at the garage door during the moving process.
- E. Moving and delivery vans must park legally. In some cases, an alley/parking permit from the Seattle Traffic Engineering Department (206-684-5087) must be obtained. The Building Manager can facilitate obtaining the permit.
- F. Moving companies must be advised that Post Alley will not accommodate oversized moving vans such as those used by cross-country movers. The mover will have to use smaller vehicles that Post Alley can handle and that allow ingress-egress to the 98 Union garage.
- G. Use the EAST ELEVATOR ONLY for moving.
- H. Protective pads installed by the Building Manager **MUST** be used when ANY item of furniture or such is moved into an elevator.
- I. If oversized items require removal of the elevator ceiling panels, **ONLY** the Building Manager is authorized to remove and re-install these panels. They are heavy and difficult to manage without damaging the elevator.
- J. Oversized furniture such as pianos, will require special attention and need to be scheduled before or after the major move day. The use of professional movers is recommended.
- K. Do not hold up the elevator for unreasonable or unnecessary periods of time as others will need to use it. An independent service key to lock off the elevator for your use is available from the Building Manager. The key must be returned to the Building Manager as soon as possible.
- L. Owners are responsible for cleaning up all common areas of any messes made by movers or others in conjunction with the move. Any cleanup that must be done by the Building Manager will be billed to the owner at \$40 per hour or the current rate, whichever is higher.
- M. Any damage to elevator or hall finishes or other common areas will be the responsibility of the owner and the moving company.
- N. Owners are responsible for reminding movers that no smoking is allowed in common areas.
- O. The service carts located in the elevator lobbies at the -2 and -3 levels are not to be used for moving in or out of individual condominiums, or by workmen or contractors for carrying their equipment or material.

Garage Door Opening: 8' high

Garage Height: 6'4" except at immediate area around the garage door, which is 7'10"

Elevator Dimensions:

Finished Panels	69"w x 46"d x 87" h
Panels Removed	76"w x 49"d x 112" h
Door Opening	41"w x 84"h

Condominium Unit Door Dimensions: 2'10"w x 7'6"h

III. SECURITY

- A. Please be sure all outside doors including those in the garage are securely locked after you pass through them.
- B. Do not let strangers into the building. If someone wants into the building, ask them to buzz the appropriate unit.
- C. When entering or leaving the garage area, do not leave the vicinity of the entry gate until the gate is entirely closed.
- D. Keep your cars locked in the parking area and the door clicker out of sight.
- E. If a stranger is using the entry system at the front door entrance when you want to enter the building, use your key to open the door to the right.
- F. Do not volunteer information to strangers in the lobby, hallways, elevators, or outside of the building regarding residents' units, presence, or absence.
- G. Report any and all suspicious activity to Door Staff, Building Manager, and/or police.
- H. After hours, Market Security is available if you need to report non-emergency suspicious activity in the neighborhood, their phone number is 682-2253
- I. In the event of an emergency, call 911.
- J. Door staff must always call and have resident's approval before allowing visitors to leave the lobby area and proceed to elevators.
- K. Residents employing the routine services of a house cleaner or other outside contractor must obtain a special fob from the Building Manager. Under no circumstances shall anyone give out any copy of the Building's exterior door key.
- L. Owners/Residents employing the services of painters, repairmen, etc. must schedule with the Building Manager to have said workers let into the building and unit.

IV. PARKING & TRAFFIC

- A. All parking spaces at 98 Union are owned by individual units and may be used only by those owners or with their permission. There are no "extra" or unassigned spaces. No vehicle may be parked outside of an assigned parking space without express permission. Any vehicle parked improperly is subject to barreling and a fine.
- B. Guest parking is allowed only with express arrangement with individual unit owners or building staff. Guests parked anywhere in the garage without prior permission are subject to being towed or barreled at the vehicle owner's risk and expense.
- C. The space immediately west of the trash room on the -2 level may be temporarily used for contractors' vehicles and for staging of materials only by prior arrangement with and express permission of the Building Manager. When used, care must be taken to avoid making it difficult for other vehicles to get past this area along the -2 driveway.
- D. Parking spaces are for 98 Union owners or residents only, and may not be rented or leased to non-residents.
- E. Parking spaces are restricted to use for parking of operative motor vehicles, including motorcycles. Bicycles and motor scooters may be parked in the space forward of the owner's car if space allows.
- F. Motorcycles and scooters may not be parked in a common area except by prior written permission from the Board of Directors.
- G. Parking spaces are not to be otherwise used as storage areas. The Board shall cause removal of any improperly stored items at the risk and expense of the owner thereof.
- H. The Board of Directors shall have the right to remove any vehicle from the premises that is deemed unsightly or a hazard or nuisance, after placing a notice on the vehicle for at least 48 hours. Removal shall be at the expense of the vehicle owner. (The 48 hour notice does not pertain to parking violations.)
- I. No double-parking in any space is allowed.
- J. Driveway areas must be kept clear at all times except in designated load/unload zones within posted time limits.
- K. Do not park any vehicle in the garage entry area, or block sidewalks, stairways, exterior stairs, or building entrances.
- L. Owners are responsible for keeping their parking space clean. Excessive oil or other drips should be cleaned up immediately.
- M. Major motor vehicle repairs are not permitted on the premises. Minor repairs that can be completed the same day shall be permitted. Draining radiators and changing oil are prohibited. The use of gasoline or other combustibles for cleaning or any other use is prohibited.
- N. Drive carefully and slowly in the garage, not exceeding 5 mph.

V. PEACE AND QUIET

- A. No obnoxious, noisy or offensive activity shall be carried on in any unit or in the common areas at any time, nor shall anything be done therein which may be or become an annoyance or nuisance to the other owners.
- B. Volume of TV, radios, stereos and musical instruments at all times must be kept at a level that does not disturb other residents. Residents entertaining guests must ensure that talking, music, footfalls and other noise do not disturb other residents.
- C. Special attention shall be given to noise control during the hours of 10 PM to 9 AM, especially in those areas (e.g. hallways, decks, patios, Fountain Court) where noise is easily transmitted to nearby units.
- D. The Declarations (11.5.2) prohibit owners from installing hard-surface flooring without the written approval of the Board. In buildings like ours with concrete slab floors, hard-surface flooring will transmit footfalls and other noises unless appropriate sound insulation material is installed under the flooring. When the Board approves installation of hard-surface flooring, it does so with the provision that all necessary steps will be taken to ensure that noises transmitted by the flooring do not become an annoyance or disturbance to other residents. As stated above, no 98 Union resident may do anything that may be an annoyance or disturbance to other residents. If hard-surface flooring becomes an annoyance or disturbance to other residents after installation, the Board shall require that remedial steps be taken including, but not limited to, installation of area rugs, prohibiting wearing hard-soled shoes on the flooring, or covering of the hard-surface flooring with soft carpets.

VI. PERSONNEL

- A. The door staff may not do personal jobs for residents during scheduled shifts.

VII. PETS

- A. No more than two domestic pets per unit are allowed.
- B. No exotic animals (such as monkeys, reptiles, wild animals, etc.) are permitted on the premises.
- C. If the permitted pet is taken out of the unit, it must be carried, on a leash or in a pet carrier while in any common area, including the elevator. A loose pet may be removed by animal control authorities at the owner's expense.
- D. Owners are responsible for cleaning up after their pets in all public common areas of the building and in the public areas surrounding the building. Any pet owner who is unable to restore an area to its pre-accident condition shall pay the cost of any necessary additional cleaning or replacement.
- E. Pets are permitted in all common areas provided they are on a leash and well behaved.
- F. Used pet litter should be bagged and tied securely before being taken to the trash room and placed in the dumpster. Do not put bagged litter down the garbage chute.

- G. Any resident keeping a pet in an apartment shall ensure that the pet does not disturb other residents. If the Board of Directors receives a written complaint concerning an animal, the owner must resolve the issue promptly to the satisfaction of all concerned. No owner shall be required to remove their pet without a directive by the Board to do so.

VIII. GARBAGE/CHUTE RECYCLING

Residents may use the south trash room only.

A. Trash Chute:

All garbage placed in the garbage chute must be bagged, securely tied and fit easily fit into the chute. Items which do not easily fit into the chute must be taken to the trash room and placed in the dumpster. Please clean up any garbage spills created at the chute door. No flammable materials should ever be placed into the garbage chute.

B. Dumpster:

Any items placed in the garbage dumpster must be disposed of in strict accordance with the instructions posted on the garbage dumpster. Items which do not fit into the dumpster must be removed from the premises by the owner or tenant. Absolutely no furniture, TV's or other equipment may be placed in the dumpster.

C. Recycling:

The City of Seattle has imposed stiff fines which mandate careful recycling. Please recycle all glass, paper and plastic materials as indicated on the signs in the recycling area. If in doubt, obtain a recycling guide from the Building Manager.

D. Holiday Decorations:

Special arrangements must be made with the Building Manager for the disposal of Christmas trees. Generally the owner or resident is responsible for taking the tree to the Seattle Transfer Center.

E. Oversized and non-Dumpster Items:

Disposal of large items such as furniture, mattresses, TV's and appliances are the responsibility of each individual owner or tenant and must not be placed in the trash room. The Building Manager maintains a list of donation services that will pick up items, as well as the location of computer/electronics recyclers and City of Seattle Transfer Stations (i.e. garbage dump).

IX. STORAGE LOCKERS

- A. Do not store combustibles, perishables or odiferous items in your locker.
- B. No items may be stored above the fire sprinkler system in the storage area, per Seattle Fire Department.

X. BALCONIES/DECK/ENTRYWAYS

- A. In order to preserve a uniform exterior appearance, the Board may prohibit, require or regulate any modification of decoration of the decks or other limited common area.
- B. Balconies, decks and common areas are to be kept clean and free of debris. No unsightly conditions shall be permitted to exist.
- C. Do not place awnings or shades on balconies.
- D. Plants, furnishings and decorations on balconies must be in context with the surroundings. No item may hang or protrude beyond the balcony railing.
- E. Motorcycles, mopeds, bicycles and other such vehicles are not permitted in the entryway, balcony or deck of any unit
- F. Overflow from watering plants must not run onto the unit below.
- G. Items on balconies and decks must be secured in such a way as to prevent them from being blown off by the winds. Dropping any object from these areas is strictly prohibited. This includes cigarettes that may land on other balconies and cause damage.

XI. COMMON AREAS

- A. Access to common walkways, stairways and public streets is not to be blocked. No items can be placed in stairwells or stairways at any time, due to fire safety codes.
- B. No disruptive activity is allowed in elevators, driveways, parking areas, corridors, stairwells, or any other common area.
- C. Nothing shall be done in or kept in any unit or common areas that will increase the rate of insurance on the common areas or will result in the cancellations of such insurance.
- D. Absolutely no smoking is allowed in any common interior area, including hallways, stairwells, lobbies, atrium, garage, elevators and storage areas.
- E. No items may be placed in the hallways or other common areas without prior written permission of the Board of Directors.
- F. No personal belongings or private property shall be stored in common areas.
- G. No construction activity may take place in the common areas.

XII. ARCHITECTURAL UNIFORMITY

- A. No alteration of the limited common areas, common areas or exterior appearance of the building may be made without prior approval of the Board of Directors.
- B. Owners may not modify, paint or otherwise decorate or in any other way alter their limited common areas without prior approval of the Board of Directors. This includes screens, doors, awnings, rails, paintings, and other visible portions of the building exterior.
- C. Any proposal for alteration to limited common areas, common areas, or exterior appearance of the building must be submitted to the Board of Directors in writing, accompanied by a sketch of proposed alterations. The Board may require further information or drawings before reaching a decision on the proposal.
- D. All draperies, blinds or other window coverings visible from the exterior of the building must be of a neutral color.
- E. No sign of any kind shall be displayed to the public view on or from any unit, common area, or limited common area without the prior written consent of the Board.

XIII. USE OF UNITS

- A. Residential units shall be used as single-family residences, and for social, recreational, or other reasonable purposes normally incident to residential use.
- B. Residential apartments may be used for professional offices, as an accessory use,
PROVIDED:

The use of each such residential apartment as an office must be approved in writing by the Board of Directors, and any subsequent change of use or ownership of any such unit must be approved in writing by the Board, **and ...**

That no office use which involves regular visits by nonresidents of 98 Union shall be permitted unless such use has been approved in writing by a 2/3 vote of the Board.

If the Board has consented to the use of an apartment as an office and subsequently learns that such use involves any of the factors referred to in section XIII-C below, or violates any noise provisions of these rules, the Board may in its sole discretion revoke its approval of such use.

- C. The Board may, in its sole discretion, refuse to consent to any apartment for uses which involve excessive or unreasonable noise, odors, refuse, light, traffic, breach of security or danger of gatherings; and provided further, that no use shall be permitted which involves keeping, handling or selling stock in trade and merchandise on the premises, but this proviso shall not apply to works of art so long as the premises are not used for retail gallery purposes.

XIV. SUB-LET and LEASE OF UNITS

- A. Owners may rent their units for use as a single-family residence only and must notify the building manager prior to offering the unit for lease.
- B. Rental terms must be for one year minimum.
- C. The owner shall provide the building manager with a copy of the signed lease including the renter's agreement to abide by all 98 Union House Rules.
- D. Owners are responsible for the actions and activities of their renters and will be assessed any fines for rules infractions by their tenants.

E. Before entering into a rental agreement the owner shall submit to the Property Manager:

- A completed rental application, on a form provided by the Property Manager, for the prospective tenant(s)
- A completed consumer credit report
- The move-in fee assessed by the Board

The rental agreement must be on a standard form approved by the Board, or on the lessor's form if approved in advance by the Board. The agreement shall provide that the rental shall be subject to the Declarations, Bylaws, and these House Rules.

The owner shall provide the tenant with a copy of these House Rules, and shall provide the Property Manager with a fully signed copy of the rental agreement and the tenant's signed acknowledgement that the tenant received the copy of these House Rules and agrees to comply with them.

F. In the event of a default by the tenant in complying with Declaration, Bylaws or House Rules:

- The tenant shall be liable for any damages, fines or fees assessed by the Board for such default;
- The Board shall have all of the rights and remedies specified in section 12.15 of the Declarations (Rental Agreements) for such a default, including the eviction of the tenant;
- The owner shall be liable for any damages, fines or fees assessed by the Board against the tenant and unpaid thirty days after notice to the tenant of the assessment.

- G. An owner shall not renew the rental agreement of a tenant whose conduct has resulted in more than one fine or assessment of damages. This provision may be waived if the Board, in its sole discretion, determines that the owner has shown that the tenant's conduct has not had a significant negative impact on other residents for six months prior to proposed renewal of the rental agreement.

XV. USE OF RENTAL/SALES BROKERS OR AGENTS

- A. When an owner engages the services of any real estate broker or agent, whether for rental or sale, the owner must provide notice of the agreement to the Property Manager for Association records.
- B. At the time of the listing and prior to holding any open house, the Property Manager shall provide the listing agent with a copy of the 98 Union House Rules and a Letter of Agreement which indicates that the agent has read and agrees to abide by all 98 Union House Rules. The agent must sign and return the Letter of Agreement to the Property Manager prior to showing the unit in any fashion.
- C. An owner may provide the listing agent with a key to the owner's unit, but in no event shall the owner provide the listing agent with a key to the front door, garage opener or other common area key or fob.
- D. The listing agent and designated representatives shall be the only persons authorized to provide access to the listed unit. The agent may show only the listed unit, associated limited common areas and general public common areas of the building.
- E. No key boxes are permitted on unit doors or other parts of the building and instead are to be kept in the credenza next to the door station. When an agent arrives to show a unit, they must present identification to the Door Staff, and then access the key box.
- F. Potential buyers and their agents must be accompanied in the building at all times by the listing agent or their authorized representative.
- G. Agents shall enter 98 Union through the main entrance and shall sign in at the door staff's station whether or not the door person is on duty. The sign-in also applies to clients.
- H. Agents are requested to wait for their clients in the Owners unit. Clients may wait a short time in the lobby if the listing agent is busy.

OPEN HOUSE POLICIES:

- A. The listing agent and/or owner must notify the Building Manager three days in advance of any brokers or public open house.
- B. During a public open house, visitors are not allowed to remain unaccompanied in the lobby if the doorman is not present. The agent must come down to the lobby to let potential buyers in when the doorman is not present.
- C. No sandwich board signs are permitted in front of the building. Agents may place a business card size "Open House" notice and phone number on the Entry System giving the owner name, and must remove the sign the same day as the Open House. A small for sale sign (4" x 4") is allowed on the garage bulletin board.
- D. The listing agent and listing broker indemnify, defend and hold and save the Association and all owners of apartments in the condominium harmless from any expense, loss, damage, harm or liability that arises out of or is in any way related to the open house,
- E. The listing agent must stay in the unit during the open house.
- F. The listing agent shall have a telephone in the unit being sold for the duration of the open house, so that the door person or clients can call the listing agent when potential buyers arrive.

XVI. ASSESSMENTS (MAINTENANCE FEES)

- A. Monthly assessments (maintenance fees or dues) are due on the first of each month.
- B. Any maintenance fee not received by the 15th of the month will incur a late charge of 5% and the unpaid balance will be subject to an interest charge. A 45 day delinquency will receive a 10% penalty on the unpaid balance each month. Owners with repeated late payments will be required to sign up with the Property Manager for automatic withdrawal from their bank account.

XVII. INSURANCE

- A. The Association's insurance policy does not cover losses of and/or damage to any resident's personal property and/or any resident's liability to others. The Association's policy does not provided coverage for loss of and/or damage to personal property resulting from earthquake or earth movement.
- B. Resident's should purchase condominium owners insurance to provide coverage for all of their personal property and/or personal liability to others and/or expenses not otherwise covered under the Association's insurance policy.
- C. A copy of the Association's insurance policy may be obtained from the Insurance Company upon request via the property management company (Ewing & Clark).

XVIII. REMODELING & CONSTRUCTION

Prior to any and all structural improvements, repair, or remodeling, and any other construction work, a written proposal of the work must be submitted to the Building Manager for approval at least two weeks prior to commencement of the work. If the Building Manager determines that the proposed work may impact other units' common areas, or limited common areas, Board approval must be sought before scheduling the proposed work. At that time the Board will advise the owner of any fees and deposits that will be assessed.

A complete list of guidelines for remodeling and construction is attached as Appendix A.

XIX. MEETING ROOM

- A. The Meeting Room (on -1 level) may be used for private, social, non-business functions hosted by residents of 98 Union.
- B. No activity may be conducted or carried on in the Meeting Room that will in any way create a nuisance or disturbance to other residents at 98 Union.
- C. Use of the Meeting Room must be scheduled in advance with the Building Manager. The purpose of the gathering, the anticipated number of people, and the hours of use must be stated.
- D. A \$50 clean-up deposit is required at the time of reservation. The deposit will be returned after the Building Manager determines that no additional cleaning is required. Any clean-up work required to be done by staff will be charged at the rate of \$40 per hour and withheld from the deposit.

XX. ENFORCEMENT

The primary goal of the house rules is to ensure an enjoyable living environment for all residents at 98 Union in accordance with the Declarations and Bylaws of the Association. When the actions of any resident disturb another, it is important to resolve the situation as quickly as possible. To that end, in most cases the first action will be for the Property Manager to meet with all parties to mediate the situation and achieve an acceptable resolution. If mediation is not successful, then fines may be necessary to enforce compliance.

- A. Each owner, tenant or other occupant of a unit shall comply with the provisions of the Declarations, Bylaws and these House Rules. Failure to comply shall be grounds for an action to recover fines, fees, costs, damages, and injunctive relief, or any or all of them, maintainable by the Board, the Property Manager on its behalf, or an aggrieved owner.
- B. To enforce the Declarations, Bylaws and these House Rules, the Board of Directors may, in its sole discretion, take any of the following actions:**
- Levy fine(s) or fee(s) in the amount shown on the Schedule of Fees and Fines contained in this document. Such fine(s) or fee(s) shall be added to the monthly maintenance fee for the first month following the violation.
 - 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 can 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 completion of the correction.
 - Pursue any other legal action appropriate to remedy, enjoin or penalize a violation of these House Rules, the Bylaws or the Declarations.
- C. An owner is financially responsible for all damages caused by themselves or by their tenants, guests or invitees, and for any fines, fees or costs imposed as the result of conduct on the part of themselves or their tenants, guests or invitees. Any amount of damages, fines, fees or costs unpaid more than thirty days after the same has been billed to an owner shall be a special charge against the owner's apartment within the meaning of Article 12.10 of the Declarations and shall be enforceable in the manner provided in the Declarations, Bylaws and these House Rules.
- D. Unless the violation creates a condition that must be remedied immediately, before taking any action the Board will give the owner involved notice and an opportunity to be heard as follows:**
- 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. The notice shall include a) a statement of the offense, b) the proposed action, 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 from the date the notice is delivered unless the offending owner requests an earlier date and the Board is able to accommodate the owner.

continued...

- 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.
 - Evidence presented at the hearing shall be considered in making the decision regarding the issue.
 - The affected owner shall be notified of the decision in the same manner in which notice of the meeting was given.
- E. In enforcing these House Rules, the Board of Directors may delegate its function(s), including the determination of whether a violation has occurred, and the remedy or sanction therefore, to an agent, including but not limited to one or more director(s) or the Property Manager.

APPENDIX A CONSTRUCTION GUIDELINES

A. PLANNING

COORDINATION OF WORK

Prior to any and all construction improvements, repairs or remodeling activities, contractor shall notify and provide a schedule to the Building Manager one week prior to the beginning of work.

HOURS

- No construction activities of any kind including deliveries may take place on any holidays.
- Work in building to be between 8 am and 5 pm, Monday through Friday.
- Noise-generating activities* are limited to 9 am to 4 pm, Monday through Friday.
**Work creating noise outside the affected unit such as: core drilling, fire systems and other noise-generating work such as roto hammering, concrete drilling or sawing, air compressors, etc.*

CERTIFICATE OF INSURANCE

The contractor of apartment owner shall provide insurance against any damage resulting from the construction activities in the minimum amount of \$1,000,000 for personal liability and \$1,000,000 for property damage, unless this requirement is expressly waived by the Board of Directors for a specific construction project.

BUILDING PERMITS

Seattle DCLU requires a building permit for any interior work other than painting or floor resurfacing, i.e. moving walls, electrical, plumbing, etc.

PARKING

The project's unit owner may allow their assigned parking place to be used by contractor staff, but no other construction parking is available. Parking in Post Alley is not allowed.

SECURITY

Contractor must introduce workers to Building Manager prior to their working on the job site and ensure all security provisions of the House Rules are observed.

EXTERIOR IMPROVEMENTS

Any exterior work must be approved in advance by both 98 Union and South Arcade Associations.

RESTROOMS

Provided by the entity or person hiring the work and the -1 level restroom.

ELEVATOR DIMENSIONS AND SPECIFICATIONS

Only material that can easily fit the car interior shall be hauled in the elevator.

Weight Limit	2500 lbs.
Finished Panels	69" w x 46" d x 87" h
Ceiling Panels Removed	76" w x 49" x 112" h
Door Opening	41" w x 84" h
Condominium Unit Entry Door	2'10" w x 7'6" h

B. PROCESS

MATERIALS DELIVERY AND WORKER ACCESS

- All materials must be delivered through the garage entrance off of Post Alley.
- Delivery trucks must park to allow traffic to pass in Post Alley.
- No materials of any kind may be delivered through the Union Street main entrance.
- Workers should enter and exit the building via the garage entrance.
- Contractor will station someone at any open doors during materials load in/load out.

ELEVATOR USE

- 9 am to 5 pm (East elevator only), Monday through Friday.
- Elevator pads must be installed by Building Manager prior to moving any materials.
- Elevator floors must be cleaned daily or at times of dirt accumulation.
- Longer term projects may require additional measures to be determined by Building Manager.

HOISTING

Hoisting of large or bulky materials will be done with an exterior crane.

CLEAN UP AND TRASH REMOVAL

Contractor is responsible for keeping work area and all common areas neat, clean and presentable. At the conclusion of each work day this will include but is not limited to, removing all construction related debris, vacuuming any common area flooring that requires it and assisting Building Manager with removal of elevator padding if so requested.

No combustibles, hazardous materials or other construction debris may be stored in any common areas on site at any time or placed into the dumpsters. Such materials must be removed on a daily basis.

UTILITIES DISRUPTION

Any disruption to utilities will be done only following 48-hour written notice and to be confined between Monday through Friday 9 AM to 3 PM.

PUBLIC NOTICE

Advanced written notice will be posted on bulletin boards and elevators advising of anticipated construction activities.

COMMON AREAS

No construction activity for an individual unit's project is allowed in any common area of the building (hallways, garage, etc.). This includes but is not limited to painting, sawing, assembly of components.

CORE DRILLING

All concrete wall, slab and ceiling core drilling must be approved as part of the overall construction review process conducted by the Board of Directors prior to any work being done. There are post-tensioned reinforcing cables, electrical conduit, and fire alarm wiring within most concrete elements. Contractor assumes all liability for repair of any building systems caused by core drilling.

SMOKE ALARM AND SPRINKLER WORK

Any changes to the existing system, including but not limited to changing location of smoke detectors, fire alarms, pull stations, sprinkler heads, system drainage or monitoring devices must be approved as part of the overall construction review process conducted by the Board of Directors prior to any work being done. In some cases approval by Seattle Fire Department Engineering will also be required.

False alarms activating the fire alarm system will cost the responsible party the actual costs including Seattle Fire Department penalties, plus a \$100 fine.

REFINISHING

Contractor will repair and refinish any damage caused to the common areas by them, including damaged doorjamb, walls or ceilings. Common area carpets will be restored to original condition or be replaced.

HOLIDAYS WHEN CONSTRUCTION IS NOT ALLOWED

New Year's Eve
New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Veteran's Day
July 4th
Labor Day
Thanksgiving
Day after Thanksgiv
Christmas Eve
Christmas Day
Day after Christmas

CONTACT INFORMATION

Building Manager: **Bob Norman: Cell 206.403.8405**
98 Union
Seattle, WA 98101

Front Desk: **206.621.7594**
Door Staff hours:
Mon. – Thursday 8AM - 9PM
Friday and Saturday 10AM -10PM

Property Manager: **Sandra Wilcox: Office 206.441.7900 / Direct 206.695.4839**
Ewing & Clark, Inc.
2110 Western Avenue
Seattle, WA 98121

Emergency: **206.818.5248 (Sandra cell)**