

COLONY SQUARE RULES AND REGULATIONS

NOISE AND ACTIVITY

1. Owners and Renters are responsible at all times for the conduct of relatives and guests. Owners are responsible for all actions of their tenants.
2. No offensive or illegal activity shall be carried on in any unit or common area, nor shall anything be done there in which is an annoyance or nuisance to other owners and/or tenants. Noise restriction shall be between the hours of 10:00 pm and 8:00 am. Do not slam doors, limit your conversation, and no music in hallways or entryways in the evenings and throughout the day. Try to keep the noise to a minimum for our residents who work at night and sleep during the day. All noise complaints should be addressed to Property Management or a Homeowners' Association (HOA) Board member .
3. All remodeling work on units must be performed Monday - Friday between the hours of 8 am and 6 pm. Saturdays with approval by property management.
4. No owner, tenant or their guest may discharge, fire, or shoot any gun, pistol, or similar weapon on condominium property. A fine of \$500 will be imposed upon the condo owner if this rule is violated.

OUTDOOR ACTIVITY

1. No unsightly conditions shall be permitted to exist. Unsightly conditions without limitations such as trash, litter, cigarette butts or other debris, signs, advertisements, vehicles or appliances.
2. No awnings, air conditioners, water pipes or other projections shall be placed on the exterior walls of the building or common areas. No additions or alterations to the exterior of the buildings will be done without permission of the HOA Board.
3. Barbecue fires shall be kept small and well contained, well away from walls and/or combustibles. No fires are to be left unattended. Discretion should be used when barbecuing on windy days.
4. No open fires permitted on Colony Square property.
5. The use of firecrackers or noise/light emitting fireworks are not permitted on the premises.
6. No person, including without limitation children, invitees, or guests of owners may play in the common area. All minors must be with an adult in all common areas, specifically the parking lots. The parking lot is not to be used for leisure or as a play area. Not only for safety reasons but for liability. Additionally, no skateboarding or bicycles or other play toys are permitted to be used in the parking lot.

3/18/24

7. Permission from the Property Management must be obtained before outside antennas or TV reception dishes are installed. The Property Management will determine the proper location for the equipment.
8. Electrical outlets located in entry ways may only be used on a short term basis and not used for lighting or heating any unit unless permission is granted by the Property Management.
9. No warehousing or business type activity shall be conducted from within the confines of condo units or common grounds.

PETS

1. The declaration permits dogs (other than pit bulls or American Bull Terriers), cats and other household pets. The limit cannot exceed one dog or two cats per unit. No dog will exceed more than 35 lbs at maturity. No reptiles, snakes, rodents (rats, mice, etc.) or poultry. Properly caged birds are permitted.
2. No household pets shall be kept where it shall interfere with reasonable use and enjoyment of any other unit or common area.
3. No pets shall be allowed to run loose around the buildings or grounds.
4. All pets are to be on leashes and supervised when outside of the confines of the owner's lot. No pets shall be left leashed to trees, shrubs, street signs, poles or other natural or manmade features of the common area and the public right-of-way.
5. The behavior of each dog will be assessed on an individual basis. If a dog is deemed to be vicious and there is proof, the HOA Board has the right to have the animal removed from the property at owner expense.
6. Any pet jumping up on or attacking a person or another pet shall be subject to immediate removal by County authorities.
7. Pet owners will immediately remove pet feces from their property, neighbors' yards and all common and limited common areas, and public right-of-ways. Owners will be fined if the animal commits waste on any location within the Colony Square property.
8. Pet owners must control barking or any other frequent, repetitive noises from pets that interfere with the peace and comfort of their neighboring residents.
9. Aquariums larger than six (6) gallons must be approved by Property Management. Owners/tenants shall be responsible for any and all damage caused by the aquarium.
10. Pets are prohibited in the laundry room while using facilities.
11. No pets will be allowed in any of the landscaping regardless if the animal is on a leash. The landscaping is not the animals' litter area.
12. No animals of any kind will be fed outside of the unit. No food will be left outside on the decks. Feeding outside attracts rodents and birds, which is a health problem.

3/18/24

VEHICLES AND PARKING

A. Definitions. For purposes of these Rules and Regulations, the following definitions shall apply:

The term, "Assigned Parking Spaces" means and refers to the striped parking spaces, located inside of the perimeter fence/entrance gate of the Condominium, which are assigned or reserved exclusively for a particular apartment unit ("unit").

The term "Guest Parking Spaces" means and refers to the parking spaces available in the graveled area outside the entrance gate to the Condominium.

B. Vehicles (General Rules). This Section B applies to all vehicles on Condominium property.

1. Horns are to be used only when necessary for the safe operation of vehicles.
2. Only motor vehicles that are presently capable of being operated on public streets and that have valid vehicle registration tabs (e.g., have a valid vehicle license) are allowed on Condominium property.
3. No vehicle repairs are permitted on the Condominium property which could result in the leaking or spilling of gas, oil, or any hazardous or toxic fluid on the ground, pavement, or any parking space (except only as minimally necessary in the event of emergency). Oil changes are prohibited at any time on Condominium property.
4. Minor vehicle repairs consistent with these Rules and the Declaration are allowed to be performed on vehicles belonging to Condominium residents only. This means no oil or fluid changes; no brake changes; no body work; and no placing vehicles on jacks. The only exception is for a valid emergency.
5. Minor vehicle repairs must be completed between 8:00 a.m. and 8:00 p.m., except for emergency work.
6. Car washing must be conducted in the designated car wash area located in the townhouse area near Unit #58 adjacent to Highway 99. The time for washing vehicles is limited to between 8:00 a.m. and 8:00 p.m.
7. Owners are responsible for keeping their assigned parking space in a neat and clean condition, free of litter and debris.
8. Owners, their families, guests, tenants, and employees shall comply with and abide by such traffic and parking regulations as may be posted in the parking areas, common drives, streets, and driveways of the Condominium and must comply with these Rules and Regulations.
9. Automobiles, motorcycles, bicycles, and comparable items are not to be parked on the pedestrian walkways or within any fire zone or other designated no-parking area.

3/18/24

10. No boats, motorhomes, jet-ski's, ATV's, snowmobiles, motor homes, campers, fifth wheels, or similar vehicles, or trailers for such vehicles, shall be parked or stored on any portion of the Condominium property.

11. Unless prior written approval is received from the Board or in the event of emergencies, all contractor trucks or vehicles over 10,000 GVW, or with dual axles, are limited to loading and unloading on the Condominium property only, and may not park on Condominium property except for active loading and unloading on a schedule approved by the Board.

C. Vehicle Parking. These rules apply to parking in Assigned Parking Spaces.

1. Only current owners or residents are allowed to park or authorize a vehicle to be parked in the assigned parking space for such owner or resident's unit. Parking in another resident's assigned parking space is subject to immediate vehicle towing. See paragraph D.3.

2. Vehicles must be parked entirely within painted lines of assigned parking spaces. Do not overlap the painted lines to allow owners room to get in and out of their vehicles and minimize bumping into adjacent vehicles.

D. Vehicle Towing.

1. Towing from Parking Spaces. Except as provided in paragraph D.2 for towing in guest parking spaces and except as provided in paragraph D.3 for immediate vehicle towing, the Board may tow or cause the removal of any vehicle or other item parked or stored in violation of these Rules or the Declaration from an "assigned parking space" (meaning a parking space assigned to a unit), after notice of the violation and opportunity to be heard in accordance with the Association's due process procedures. This paragraph applies, for example, to a vehicle that is believed to be inoperative, or improperly licensed, or that is leaking oil in an assigned parking space.

2. Towing from Unassigned Guest Parking Spaces – 24 Hour Limitation. Guest parking spaces are located on common area property outside the entrance gate to the Condominium. Guest parking spaces are reserved for parking by guests or visitors of residents on a first-come, first-served basis. No vehicle is permitted to be parked or stored in the guest parking area for more than twenty-four (24) consecutive hours or for more than twenty-four (24) hours in any forty-eight (48) hour period. A notice of the 24-hour parking limitation is posted in a conspicuous place on the Guest Parking Area. If your guests or visitors park in the guest parking spaces, it is your responsibility to ensure their strict compliance with the Association's parking covenants and these rules and regulations. The Guest Parking Area is under video surveillance. The video recording will be referenced for determining vehicles parked in violation of this Section of the Rules.

3/18/24

3. Immediate Vehicle Towing. Notwithstanding any other provision of these Rules, the Board may tow or cause the removal of vehicles from the Condominium Property, immediately and without any prior notice or warning, in the following circumstances:

- Parking in the Assigned Parking Space for Another Unit
- Safety Hazard. Any vehicle the Board determines to present an unreasonable risk to the safety, health, or welfare of persons or property.
- Obstruct Traffic. Any vehicle parked in such a manner as to obstruct, block, or restrict pedestrian or vehicular traffic on common drives or streets, or access to another resident's unit, or to the common walkways, corridors, and stairways.
- Damage to Property: Any vehicle which, if left parked on the Condominium Property, would result in additional damage thereto or the improvements thereon.
- Specific Locations. Vehicles parked in or on the following areas are subject to immediate towing:
 - (i) Any grassed or landscaped area;
 - (ii) Common driveways;
 - (iii) Vehicles parked or stored in the Guest Parking Area in violation of Section D.2 above;
 - (iv) A designated fire lane or within prohibited distance from a fire hydrant.

This paragraph D.3 specifically applies to the immediate removal of vehicles from both assigned parking spaces and guest parking spaces, in addition to anywhere else on Condominium property.

4. Towing and Impound Costs. All costs and expenses relating to the removal or towing of vehicles pursuant to these Vehicle and Parking Rules, including without limitation storage, parking, and impound costs, are the responsibility of the unit owner to whom said vehicle was registered, and/or the vehicle owner.

5. Board Authority for Towing/Removal. The towing and/or removal of any vehicle from the Condominium property shall require the approval of at least two directors. The Board may designate a manager or other agent to initiate and oversee towing or removal of vehicles from the Condominium in accordance with these Rules.

E. Fines. In addition to vehicle towing and any other rights or remedies available to the Association, the Association may levy fines after notice of the violation and opportunity to be heard. Owners and their tenants, guests, and invitees must strictly comply with these Rules, the Declaration, and the Association's Governing Documents.

3/18/24

EXTERNAL APPEARANCE – COMMON AREAS

1. Nothing shall be permitted to be placed or constructed in any common area without permission of the Property Management. This includes personal security cameras that infringe on neighbors' privacy. Doorbell cameras are permissible.
2. Common areas are maintained by the HOA funds. Please respect these areas and keep them clean.
3. The HOA shall maintain and repair the common areas and facilities, provided the individual responsible for any damage will reimburse the cost of replacement or repair.
4. The security gates are very important to the overall security of the complex. At no time will anyone cause the gates to malfunction, such as pushing the gate open, cause the gate to derail off the tracks or jam the system. Violators will be assessed a fine for the repair. Only authorized personnel will repair the gate.
5. No open fires permitted on Colony Square property.
6. The use of pesticides, poisons, or any toxic chemicals on Colony Square common area property is forbidden.

USE OF LIMITED COMMON AREAS

1. Owners and tenants shall maintain their own deck patio and designated parking areas in a clean organized manner and shall not allow personal possessions to create unsightly or unsafe conditions. Patios and decks may contain patio furniture, potted plants and appropriate outdoor related items. All other items can and should be stored in the large assigned storage units located on the property. No visible clothes lines or hanging laundry. No permanent party lights. Holiday decorations permitted during corresponding holiday seasons only.
2. In order to ensure a harmonious exterior appearance, all drapery, blinds or window coverings must be either white or beige. If you choose to have non-white draperies or window coverings, a white liner will be required. No items such as cardboard or paper shall be permanently placed on the windows.
3. Units with patios that are enclosed with gates must keep gates unlocked and unblocked at all times. In the event of an emergency, this is the exit route for all connected units.
4. Sweep and clean patios and balconies as needed. Patios are considered a Limited Common Element and if your unit is found in non-compliance the HOA can have someone clean your balcony or patio and charge you for the work.
5. Do not leave food or open grills on patios. This will attract rodents.

3/18/24

6. Periodic “Open House”, “For Rent” and “For Sale” signs are permitted near the entrance to the unit that is for sale or for rent. These signs may not be larger than 24”x 30” and may not be displayed longer than 48 hours. Absentee landlords must follow all rules and regulations.
7. Periodic “Open House”, “For Rent” and “For Sale” signs are permitted outside the property fence line and may not be larger than 24” x 30”.
8. Rental of units to business or corporations is not permitted.
9. Owners can rent out only one (1) unit.
10. All owners and tenants must record an emergency contact name and number with the Property Management.

COMMON AREAS

1. Laundry Room
 - a. The laundry/locker/assigned storage room is accessible 24 hours a day. Keep the entrance door closed to prevent unauthorized entry.
 - b. Lockers are assigned to each unit. If you do not know your assigned locker, contact on-site manager.
 - c. Leave the laundry room as clean or cleaner than you found it.
 - d. When the washer or dryer has completed its cycle, promptly remove items. This allows others to use the machines.
 - e. Do not leave items in the laundry room, for you are responsible for loss or damage to your items.
 - f. Empty the garbage can into the dumpster outside if you find it full or fill it up yourself. Do not put large items in the can, as they fill up quickly.
 - g. Clean out the dryer’s lint traps after each load.
 - h. If you find a machine defective, place an “Out of Order” sign on the machine and report the problem to Property Management. Signs are located on the bulletin board. If you need a refund due to a machine malfunction, contact Property Management.
 - i. Do others the courtesy of having heavily soiled (unsanitary) laundry cleaned professionally or at a laundromat which disinfects its machines regularly
 - j. Keep the doors locked when you leave the room.
2. Effective immediately there is a moratorium on installing built-in, stacking and portable washers and/or dryers in buildings A, B and C. These units are *not* plumbed to handle these appliances. Any water leakage or damage caused by units already existing will be required to remove the appliances immediately in addition to paying for all damages incurred in their unit and neighboring unit if damaged.

3/18/24

3. Park and cabana area
 - a. Be respectful of neighbors living adjacent to the park.
 - b. Do not use the park between the hours of 10 pm and 8 am.
 - c. This area is not a dog park and dogs must be on leash. Additionally, dog pee burns the grass, please do not let your dogs pee or poop in the park so we can all enjoy the park area.
 - d. No unaccompanied children under the age of 12.
 - e. Leave the park area clean after using, especially when consuming food or beverages.

TRASH DISPOSAL

1. All garbage or trash must be placed in the dumpsters as provided. If the dumpster area is full to capacity, wait until the next day to dispose of the garbage and trash.
2. Any large items such as appliances, furniture, *construction materials*, etc. are the owner or tenant's responsibility. Such items must be hauled off the property by said owner at the owner's expense. Large items left at the dumpster site will cause the HOA to fine said owner.
3. Flammable materials such as paint, solvent, oil or other combustibles shall not be placed in the dumpster. You should contact the City of Tukwila and find out how and where the city wants it to be disposed of.
4. All garbage, trash, combustibles, appliances or building material from an outside source, other than Colony Square, will not be placed in any dumpster in the complex.
5. All trash and recyclables must be reduced to the smallest size possible before disposal. Eg., break down all cardboard boxes.

STORAGE AREA

1. No bicycles or any type of items too large for your locker can be left outside of the locker.
2. Periodically check to make sure that there is no type of damage or tampering with your locker.
3. Keep the locker area clean.

EMERGENCY CONTACTS

Fire – Call 911

Health or Accident – Call 911, notify Property Management

Noise – Call Property Management, then call 911

Hot Water Heater – Call plumber, call Property Management

No Water – Call Property Management

Electrical – Call Property Management

Pets – Call Property Management

Storage Locker Problem – Call Property Management

COMPLIANCE ENFORCEMENT POLICY

This Compliance Enforcement Policy has been adopted to ensure compliance with the Governing Documents thereby promoting the purposes for which the Association is organized and the collective interests and rights of the owners and residents of Units in the Condominium. These Rules and Regulations are intended to supplement the Declaration and Bylaws and shall not relieve any Owner or the tenants and obligations from the obligation to know and comply with the Declaration and Bylaws.

A. Owner Responsibility

It is the responsibility of each Owner to know the terms and provisions of the Declaration, Bylaws, and Rules and Regulations of the Association and any policies of the Decisions of the Board applicable to the Condominium or the Owner's Unit (collectively herein, "Governing Documents"). Each Owner is responsible for advising their tenants and guests of any provision of the Governing Documents which applies to their use of the Owner's Unit or the Condominium. Owners must strictly comply with the provisions of the Governing Documents, as they may be amended from time to time and with all decisions made by the Board or Association pursuant thereto. Failure to comply shall be grounds for an action to recover sums due, damages or injunctive relief, or all of them, maintainable by the Board, the Association's managing agent on the Board's behalf, or by an aggrieved Owner, in addition to being subject to special charges, special assessments, fines, and attorneys' fees and costs of collection and enforcement.

Owners are responsible for compliance with these Rules and Regulations by their guests, tenants, and any other occupants of the Owner's unit. Unless covered by a policy of insurance maintained by the Association, Owners shall be personally

3/18/24

responsible for any damage to the Condominium caused by their guests, tenants, or the occupants of such Owner's Unit (to the same extent as the Owner would be liable for such damage under the Governing Documents, RCWs 64.32 and RCW 64.34., and other applicable law).

Owners shall also comply with all statutes, ordinances and requirements of all municipal, state, and federal laws or authorities now in force or which may hereafter be in force, pertaining to such Owner's use or their Unit or the Condominium. Owners and tenants shall maintain an information form, including emergency contact information, on file with the Association Manager. Owners and tenants shall report all changes in occupancy of a Unit (if such Unit is not also occupied simultaneously by Owner) to the Association's Manager within seven calendar days of such change in occupancy. Please contact the Association's Manager for an Owner/Occupant information form.

B. Non-Compliance Fines

The Declaration and RCW 64.34 et seq. authorize the Association to impose fines for non-compliance with the Association's Governing Documents in accordance with an established fine schedule, adopted by the Board of Directors, and published to the members of the Association.

These policies and procedures shall apply with respect to notices of violations of the Governing Documents and an Owner's opportunity to be heard (i.e., appeal).

C. Notice of Violation.

Once a possible violation has been reported to or otherwise becomes known to the Board, the Board will use ordinary and reasonable care in determining whether to issue a violation notice to the offending owner. If a violation is believed to exist, the Board will send written notice of the violation to the offending owner and, if applicable or appropriate, to the occupant, tenant, or other resident of the Owner's Unit, stating the specific provisions of the Governing Documents that are alleged to have been violated. The violation notice shall state, to the extent applicable and reasonably ascertainable, the following: (a) the date(s) of the alleged violation; (b) the location or Unit address of the alleged violation; (c) the nature of the violation and provisions of the Governing Documents alleged to have been violated; (d) the fines or penalties that will be imposed, if the violation is determined valid.

D. Fine Schedule.

The Board may impose fines for violations of the Governing Documents based on the following schedule:

1st Offense: \$50.00

2nd offense: \$100.00

3rd offense: \$150.00

4th offense and each subsequent offense: \$200.00 per offense.

Each day that a violation continues without being resolved shall be deemed a separate offense.

Specific Violation Fines. The Board may also adopt, publish, and levy specific violation fines applicable to particular offenses/violations of the Governing Documents. If a specific fine amount or fine schedule is provided with respect to a particular violation, then that specific fine amount or fine schedule shall apply. In addition, if the Declaration, Articles, or Bylaws set forth a specific violation fine or penalty for a particular offense, then the fine or penalty specified in the Declaration or Bylaws shall supersede and apply.

Warning Notice. Nothing herein shall be construed as prohibiting the Board from issuing a warning notice prior to imposing fines; however, the Board has no obligation to issue a warning notice prior to imposing fines. Whether to issue a warning notice shall be in the sole discretion of the Board.

Maximum Fines in any Thirty-Day Period. In no event shall the fines imposed for any one offense (meaning a violation of a particular rule or covenant) exceed \$1,000.00 in any thirty-day period. This limitation shall not apply with respect to multiple offenses or violations, in which case each such violation or offense shall be subject to the maximum amount of \$1,000.00 that may be levied in a thirty-day period (e.g., for two separate violations the maximum violation fines that can be levied in any thirty-day period would be \$2,000 (\$1,000 x 2 violations)).

E. Legal Action.

All legal expenses and costs of collection, unpaid fines, assessments, or other fees are the personal obligation of the Owner of the Unit at the time the fines were imposed. Attorneys' fees and costs incurred with respect to enforcement of the Governing Documents shall be collectable by the Association to the maximum extent permitted by law.

3/18/24

In addition, the Board may take any other action necessary or appropriate to remedy the violation, including imposition of fines, special charges, and assessments, and performing the corrective work. In enforcing these Rules, the Board may delegate to tasks and functions with respect to accomplishing actions approved by the Board to a group of Directors, an Officer, or the Associations' manager.

F. Appeal Process and Opportunity to be Heard.

1. Opportunity to be Heard. Upon receiving a violation notice, an Owner shall be entitled to request a hearing to contest, defend, or otherwise offer information or testimony regarding the circumstances relating to the alleged violation. If an Owner or Resident does not request an opportunity to be heard (i.e., a hearing) to contest the violation within fifteen (15) days after the Association provides notice of the violation, the fine will be deemed valid, and the Owner or Resident will not have a chance to further appeal or contest the violation.

2. Request of Hearing. In requesting a hearing, an Owner or Resident must provide the Board with the following information:

- I. The Owner's name and mailing address;
- II. The address of the Owner's Unit within the Association community;
- III. The name and address of any tenants or other non-owner occupants of the Unit (if relevant), except for minors;
- IV. A statement setting forth the Owner's or Resident's defenses or other objections to the violation notice;
- V. A copy of all documentation the Owner or Resident intends to offer in defense of the violation notice;
- VI. The name of any attorneys, witnesses or other collaborating guests that are expected to attend the due process hearing;
- VII. The signature of the submitting party; and
- VIII. The date the request for hearing was delivered or mailed to the Board.

3. Hearing Procedure. The Board will review the appeal at their next regularly scheduled Board meeting, or at a special meeting called by the Board. The purpose of the hearing is to provide the violating owner an opportunity to be heard and to determine if a violation was committed or continues to persist. Following the meeting, the Board shall determine, by a majority vote, if a violation occurred. All parties shall be notified in writing of the decision.

4. Notification of Decision. The decision of the Hearing Committee or the Board shall

3/18/24

be mailed or delivered to the Owner and/or Resident, as applicable, following a decision being made by the Hearing Committee and with respect to any appeal to the Board of such Hearing Committee's decision.

G. Owner Ultimately Responsible.

Nothing herein shall be construed to relieve the Unit Owner from all ultimate responsibility for all fines, penalties, assessments, charges, attorneys' fees and costs, or other amounts incurred by the Association with respect to non-compliance with the Governing Documents by an Owner's guests, tenants, or invitees.