

Pinewood, A Senior Community

PINEWOOD CONDOMINIUM

A SENIOR COMMUNITY

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Update 7/2004

RULES AND REGULATIONS
Pinewood, A Condominium, A Senior Community

1. **PURPOSE OF REGULATIONS:** The purpose and intent of these Rules and Regulations is to provide sensible and reasonable control over the use and operation of all facilities of the condominium community, which in the opinion of the Board is necessary to protect its residents and to assure all residents insofar as possible, a pleasant community atmosphere for enjoyable living. Any capitalized, yet undefined, term used herein shall have the meaning set forth in the Condominium Declaration.
2. **HOUSE REQUIREMENTS:** Each Home to be installed within a Unit shall provide a minimum living area, exclusive of garages, porches, patios, and terraces of not less than (a) 1,200 square feet for dwellings containing a single level; and (b) 1,400 square feet for dwellings containing two levels. All Homes must comply with all applicable laws, ordinances and regulations of the county, state or federal government.
3. **LANDSCAPING:** The Board shall be responsible for the installation, maintenance, repair and replacement of the yard landscaping and irrigation system for each Unit. A Landscaping Waiver must be signed by the Owner and the Board of the Directors before an owner can plant flowers in a bedding area next to their unit. The unit owner will maintain the plants, and will agree to pay a fee to the Association if the owner neglects to maintain the planting area. A list of proposed plants must be attached to the waiver prior to board approval. All fruits and vegetables shall be planted in pots and shall be kept on the unit owner's porch or patio area. No flower boxes of any type may be attached to the building, other than those originally installed by the Builder.
4. **STRUCTURAL HOUSE/GARAGE IMPROVEMENTS:** No improvements, additions, or alterations, including (without limitation) additional windows, landscaping changes, additional awnings, exterior color change, etc., may be made to any improvements on the Unit or to the exterior of the Home and garage without the prior written approval of the Board. All window treatments visible from the common area shall be non-reflective and shall be a neutral color of light beige or tan, light gray or white. No other colors will be allowed. Please ask the Board of Directors if you have a question regarding the window treatment color.
5. **TEMPORARY STRUCTURES:** No temporary structure of any form or type shall be permitted on any Unit, and no outbuilding, or other structure other than the completed Home and garage shall be used for temporary or permanent living quarters.
6. **PARTIALLY CONSTRUCTED STRUCTURES:** Other than new structural components approved by the Board, no existing, used, or partially constructed structure of any type shall be moved from another place onto a Unit for any purpose whatsoever without the prior written authorization of the Board. Notwithstanding the foregoing, the Declarant may have temporary structures and/or trailers for sales and/or construction offices, management offices or quarters, or storage during periods of construction and sales only.

7. MAINTENANCE AND USE. The Association shall also be responsible for maintenance, repair and replacement of the exterior of each Home (siding, roof, deck, windows and doors) and each Owner shall be responsible for keeping the interior of the Home and its equipment (including the garage door opening mechanism), appliances, and appurtenances in a clean and sanitary condition, free of rodents and pests, and in good order, condition, and repair and shall do all redecorating and painting at any time necessary to maintain the good appearance and condition of the interior of the Home.

7 A. No major repair of automobiles, engines, motors, trailers, boats or similar equipment will be made in Pinewood. No automotive equipment, boats or similar equipment shall be washed anywhere in Pinewood, excepting the Unit driveway or other areas designated by the Board. Driveways are for the purpose of parking automobiles exclusively and shall not be used for miscellaneous storage. Vehicles leaking gasoline, oil or other fluids may be prohibited from parking in the common area and the garage area. A homeowner shall be held responsible for any damage or cost of cleanup of said fluids whether in common area or on a unit garage way. Homeowners are responsible for any costs incurred by the actions of their guests, family members or invitees. No accumulations of any kind will be allowed around any house or garage, and the grounds and areas of each Unit must be kept clean, neat and attractive. Patios shall be kept clean and attractive.

8. ACCESS TO UNITS: The Board reserves the right without liability to themselves and at their sole discretion to enter a Unit upon which a house is located to clean up rubbish or take any action required to keep or bring the premises up to Pinewood standards. **Except in cases of great emergency that preclude advance notice, the Board shall cause the Unit occupant to be given Notice and an Opportunity to be Heard as far in advance of entry as is reasonably practicable** Charges for such labor, plus a 15% fee for administration, will be borne by the Unit Owner. The Board, and/or its representatives, shall have access to and authority to enter a Unit, house, garage and other improvements in case of emergency for the purpose of performing such acts as the Board, in its sole discretion, may deem necessary for the safety of any property within Pinewood. No change, alteration or repair shall be made by any resident to any electrical, television, telephone, water or sewer facilities or equipment. No fuel, oil or material of an explosive or combustible nature shall be stored on any Unit within Pinewood.

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9. **PETS:** The Board recognizes that pets of any nature can be disturbing to many Pinewood residents, and at the same time, is aware of the extreme personal attachment some residents have for pets. Accordingly, a separate pet policy exists as an attachment to these Rules and Regulations which details pet policy issues. Residents with pets will be required to be mindful of the desires for tranquility of other Pinewood residents and pets will be subject to immediate removal upon notice from the Board for any inability to adhere to Pinewood policy regarding pets. The Board will maintain the sole right to determine if and when separate, specific rules regarding pets are violated.
10. **ACCESS TO AND USE OF THE COMMON ELEMENTS OF PINEWOOD:**
- (a) The Board shall at all times have the right to control and prevent access to the Common Elements Pinewood of all persons it deems undesirable.
 - (b) The Common Elements of Pinewood shall be used by the residents with care for the purpose they are intended.
 - (c) The cost of any damage, replacement or repair (ordinary wear and tear excepted) occasioned by the careless or negligent use of the Common Elements of Pinewood by any person shall be paid for by the person responsible for such damage, replacement or repair. Residents shall also be responsible for any damages caused by their guests, family members or invitees.
 - (d) No person shall remove, transfer or borrow from the Common Elements of Pinewood premises any article or object that does not belong to them.
 - (e) All Common Element facilities are for the exclusive use of the residents and their guests, and shall be used at their own risk. The Board reserves the right to prohibit guests' use of facilities if they interfere with residents' use.
11. **NOISE:** Radio, television, stereo or similar equipment shall be kept at levels which will not at any time annoy or disturb other residents. No loud or boisterous parties or noises will be permitted. RV Owners will be very considerate of the other residents when using the Generator on the vehicle and, the generator cannot be started before 8:00 a.m. or later than 8:00 p.m. Wind Chimes are not allowed on any portion of the grounds or exterior of the building.
12. **RECREATIONAL VEHICLES:** No boat, race car, travel trailer, tent trailer, house trailer, motor home, cab/over truck/campers or camper shell (not cab/over) which is separate from a vehicle, or attached to a vehicle shall be stored or parked for any purpose other than loading and unloading purposes on any driveway, street, front part or visible side of any Unit (other than in a parking area designated for recreational vehicle parking) without the prior written approval of the Board.
13. **TRAFFIC:** Vehicles shall not at any time exceed the posted speed limit within Pinewood and shall at all times yield right of way to pedestrians and bicycles. No resident shall maintain more than two automobiles at any one time within Pinewood

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without permission of the Board. Parking of automobiles and small trucks is limited to the garage and driveway areas of a Unit. Parking on the streets and sidewalks of the Condominium, except in designated parking spaces, is prohibited. Owners may not use the Association parking for the purpose of parking their own vehicles. Vehicles improperly parked, creating a hazard or traffic problem will be towed without further notification, at owner's expense.

14. LAUNDRY: No laundry of any kind may be hung outside of a house, nor shall any clotheslines be constructed or erected which would be visible from any front or side street or that may be visible from any Common Element.
15. REFUSE: Residents must provide one acceptable container for refuse which must be kept clean, odor-free, and out of sight. All costs for such refuse removal shall be the sole expense of the Owner. Each Unit shall be maintained in a neat, attractive, orderly and well-groomed manner. All woodpiles, garbage cans, garbage canisters shall be kept and housed in the privacy area or garage and/or screened (out of sight) from all streets and Common Elements.
16. RESIDENTS: The premises covered by these Rules and Regulations are to be used solely as private dwelling for the individual who holds the title to the Condominium Unit, or if applicable for the individuals leasing or renting the Unit and their guests herein referred to as "residents." Residents may not use the Unit or permit its use for any other purpose.
17. CONDOMINIUM SALES (AND) EXCHANGES: A house may not be removed from its Unit and replaced by another house without the Board's advance written approval. Unit sales and exchanges will be carried out in accordance with the state law, the Condominium Declaration, the requirements and restrictions of any and all deeds, covenants or other encumbrances to the title of the property, and the requirements of any additional agreements or contracts, including these Rules & Regulations which the Owner may execute prior to entering the development.
18. SIGNS: "For Sale" signs are limited to one per house and shall be located on any inside window of the house. "Open House" signs shall not be located on the street or sidewalk *or placed in an area that may create a hazard to foot or vehicle traffic* and shall not be left out overnight. *The "Open House" signs shall be displayed during the hours the Home is open for the Public to see the home.*
19. USE OF PINEWOOD'S NAME IN ADVERTISING: Other than in the sale of a house, the name of Pinewood shall not be used for advertisement or sale of general merchandise, automobiles, etc.

20. UTILITIES MAINTENANCE CHARGES: All charges for installation, changes or repairs to the utilities and drainage system for a Unit shall be paid by the Owner of the Unit. If a joint problem exists, all the affected Units shall divide the total costs equally unless the problem was caused by one Owner, in which event that Owner shall be responsible. The Board, Declarant, sales company, and Managing Agent shall be held harmless for all associated costs.
21. PAYMENT OF MONTHLY ASSESSMENTS. On or before the first day of each calendar month each Owner shall pay or cause to be paid to the treasurer or designated agent of the Association all Assessments against the Unit for that month. Any Assessment not received by the tenth day of the calendar month for which it is due shall be delinquent and subject to late charges, interest charges, and collection procedures charges as provided in the Declaration and by law. The late fee of \$10.00 will be added on the 11th of each month the account is delinquent. Any funds collected will be credited first to the any charges, costs and interest charges and then to the balance owing. The payment of assessments includes the monthly assessments and any other approved assessments or special charges incurred by the owner. All assessments are considered to be a debt and will be collected in the manner prescribed by the declaration and other laws that shall apply.
23. NEIGHBORHOOD DISPUTES: Disputes among neighbors are not the concern of the Board, unless the Pinewood community is involved. Personality conflicts are not under the purview of the Board or the Management Company. Please respect your neighbor.
24. SOLICITING: No salesman or solicitor may operate within Pinewood other than by appointment with an individual resident or by permission of the Board.
25. RESPONSIBILITY FOR LOSS: The Association shall not be responsible for loss or damage to property or vehicle of the resident or guests by fire, theft, or acts of God, or personal injury anywhere within Pinewood.
26. ENFORCEMENT: These Rules and Regulations may be enforced by proceedings at law or by the Board for the purpose of securing equitable relief, monetary damages, or both.
27. LAW VIOLATION: No violation of any applicable law or ordinance of the city, county, state or federal government will be tolerated. No acts or demeanor shall be permitted which would place the Association and/or its residents in violation of any law or ordinance or cause the insurance coverage and premium to be increased.
28. REVISION OF RULES AND REGULATIONS: The Board reserves the right to amend, revise and add to the Rules and Regulations from time to time as, in its discretion, is in the best interests of Pinewood and its residents.

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29. **RULES SIGNED BY THE RESIDENT/TENANT:** Owners are responsible for giving the Board of Directors a copy of these Rules, signed by their Resident/Tenant, three days prior to the Resident/Tenant taking possession the Unit.

30. **OTHER RULES:** All other posted rules, notices and speed limits are made a part of these Rules and Regulations and are incorporated herein by reference.

The undersigned Resident/Owner has received and read these Rules and Regulations, and agrees to abide by them.

Date: _____

Address

Owner/Resident

Phone

Owner/Resident

(Optional)
In _____ case of _____ emergency, please contact _____

Phone _____ Relationship _____

**For The Board of Directors
Pinewood, A Condominium**

PINEWOOD

#2. PET POLICY RIDER TO RULES AND REGULATIONS

1. SCREENING OF PETS

- (a) All pets shall be registered with the Board and all requirements of this Pet Policy met before a pet is allowed into the dwelling.
- (b) The Pet Owner (Owner) shall, prior to bringing a pet onto the Unit, sign and deliver to the Board this Pet Policy Rider, accepting complete responsibility for the care and cleaning of the pet and acknowledging the applicable rules.

2. PET REQUIREMENTS

- (a) A current County license tag must be properly attached to a collar on the pet.
- (b) All pets must have current inoculation for rabies, and appropriate documentation *and copies will be provided to the Board upon request.*
- (c) The owner will provide a description of the pet(s), i.e., type, weight, color.
- (d) The Owner is liable for any and all damages incurred by their pet.
- (e) The Owner is responsible for ensuring that:
 - 1. The pet(s) is properly housed and is not allowed to annoy other residents by barking, howling, etc.
 - 2. The pet(s) is properly leashed anytime it is outside of the dwelling.
 - 3. The yard is kept free of all pet debris.
 - 4. The Owner shall immediately remove, clean up and appropriately dispose of pet debris deposited by his/her pet on the common areas and other dwelling unit's property.

3. PET RULE VIOLATION PROCEDURES/SPECIAL CIRCUMSTANCES

Pinewood, A Senior Community

- (a) If the Board determines on the basis of objective facts, supported by written statements, that an Owner has violated this Pet Policy, the Board shall serve a notice of violation on the Owner. The notice shall state that a specific violation must be corrected and that the Owner can request a meeting with the Board. If the Pet Policy violation has not been corrected within the stated time period, the Board shall serve notice on the Owner requiring the removal of the pet. Failure to remove the pet shall result in the initiation of procedures to have the pet removed and/or fine assessed. Any Owner who receives three written notices of violations, even if each has subsequently been corrected, shall be required to remove the pet from the premises.

- (b) If a pet becomes vicious, displays symptoms of severe illness, or demonstrates other behavior that constitutes an immediate threat to the health or safety of other residents or management personnel, as determined by Board, the Owner shall be requested to immediately remove the pet. If the Owner refuses, or if it is not possible to contact the Owner, the Board shall contact the appropriate agency to have the pet immediately removed from the premises.

The undersigned resident has received and read this Pet Policy Rider to the Rules and Regulations, and agrees to abide by the rules regarding pet ownership contained herein.

OWNER ACCEPTANCE:

Owner: _____

Owner: _____

BOARD APPROVAL:

President:

#. 3 2001 PLANTING GUIDELINES

For the considerable number of Owners who take pride in their Community and who have that “special green thumb”, the Board has adopted a Planting Guideline and Waiver Policy. The Board’s purpose in having the guidelines and Planting Waiver is to maintain a consistency in appearance of the property and keep in accordance with Declaration and Rules and Regulations. The Board of Directors may modify these guidelines, after proper notification to the Owners. The Association will not take any responsibility when plants are damaged or do not grow, and Owners shall water the plants from their own water faucets. If owners have questions regarding the proper plants, planters, or area to be planted, please contact the Management Company.

The Planting Guidelines are as follows:

1. Vines or climbing types of plantings are prohibited.
2. Flower, shrubs, fruit, or vegetable bearing plants are permitted, when planted in moveable pots. Owners are responsible for ensuring proper bug spraying. The Association is not responsible for maintaining the plants. Please do not ask the Landscapers to help.
3. Planters placed on the wood or cement area shall not create any water damage, bug infestation or stains to that property. Owners agree to take extra precautions to prevent any stains and/or water damage to the property.
4. Plants are not permitted to grow above three (3) feet high and shall not impede access or reading of any service meters.
5. The planters used shall be specifically designed for outdoor use and shall be placed on the front porches and back patio of the unit or in the planting bed adjacent to the home. The planters and plants shall not impede the work of landscapers, meter readers, maintenance personnel, etc., or block any walkways (grass and sidewalk). Plants cannot touch the exterior walls of the home.
6. All planters and containers will be a color similar to the homes. Planters placed in the front area of homes will be low to the ground. Any planters larger than 2x2 (two by two) feet will need written approval from the Board of Directors.
7. No more than five (5) stationary planters shall be visible from the frontage road area and all planters must be easily moveable.
8. Owners may place three (3) additional plants on the back patio area as long as they are not visible from the front road area. Hanging and stationary planters are permitted on the back patio. Only eyebolts (hook) shall be authorized for the hanging planter.
9. **Garden ornaments may be permitted with special approval from the Board.** A full description or picture of the ornament must be submitted with the request for approval. The Board of Directors will respond in writing no later than 15 days from Owner’s written request.
10. Tenants shall submit written approval of the Owner/Landlord before the Board will grant approval of the Planting Waiver.

2001 PLANTING GUIDELINE

Pinewood Condominium Association

3-A - 2001 PLANTING WAIVER

I have read the attached Planting Guidelines and agree to abide by them. I understand that the garden beds (established when the home is purchased) directly adjacent to my home are the only garden bed areas covered by this waiver, along with the front porch and back patio of my home.

Failure to maintain the garden bed in accordance with Pinewood Condominium Association policies can result in the maintenance being taken over by the Association Landscaper or Groundskeepers. Plants and Planters not maintained can also be removed from the property, after notification to the Owner. Costs associated with maintaining or removing plantings will be a charge paid by me, per the notification and Due Process requirements of the Declaration.

NAME: _____

UNIT ADDRESS:

HOME PHONE NO: _____ WORK PHONE NO: _____

Signature

Submitted to the Board of Directors on _____

Approved/amended or Disapproval by the Board of Directors

Board of Directors

Date

Pinewood, A Senior Community

December 5, 2001

Pinewood Condominium Homeowners

4 Holiday Decorating

1. Holiday decorations are encouraged and may be strung around the lower roof line of homes, on outside shrubs that are within the perimeter of the planting area adjacent to homes, on railings and on columns.
2. To protect your neighbors, outside lights should be turned off by 10:00 p.m., except for December 24th and 25th where lights may be left on all night.
3. Outdoor decorations must be removed by January 10th.
4. Outdoor decorations should be hung in such a fashion as to not damage any portion of any building, landscaping or light standard.

The Board of Directors

Pinewood Condominium Association

Please do not string power cords across the grass or in any area that someone could trip on the cord or create a fire/electrical hazard. Thank you.

5 PAYMENT OF MONTHLY ASSESSMENTS

On or before the first day of each calendar month each Owner shall pay or cause to be paid to the treasurer or designated agent of the Association all Assessments against the Unit for that month. Any Assessment not received by the tenth day of the calendar month for which it is due shall be delinquent and subject to late charges, interest charges, and collection procedures charges as provided in the Declaration and by law. The late fee of \$10.00 will be added on the 11th of each month the account is delinquent. **Any funds collected will be credited first to the any charges, costs and interest charges and then to the balance owing.** The payment of assessments includes the monthly assessments and any other approved assessments or special charges incurred by the owner. All assessments are considered to be a debt and will be collected in the manner prescribed by the declaration and other laws that shall apply.

Declaration

Section 17.10 Payment of Monthly Assessments. On or before the first day of each calendar month each Owner shall pay or cause to be paid to the treasurer or designated agent of the Association all Assessments against the Unit for that month. Any Assessment not paid by the tenth day of the calendar month for which it is due shall be delinquent and subject to late charges, interest charges, and collection procedures as provided in.

Section 18.5 Assessments Are Personal Obligation. In addition to constituting a lien on the Unit, all sums assessed by the Association chargeable to any Unit, including all charges provided in this article, shall be the personal obligation of the Owner of the Unit when the Assessment is made. Suit to recover personal judgment for any delinquent Assessments shall be maintainable without foreclosing or waiving the liens securing them.

Section 18.8 Late Charges and Interest on Delinquent Assessments. The Association may from time to time establish reasonable late charges and a rate of interest to be charged on all subsequent delinquent Assessments or installments thereof. In the absence of another established non-usurious rate, delinquent Assessments shall bear interest from the date of delinquency at the maximum rate permitted under RCW 19.52.020 on the date on which the Assessments became delinquent.

Section 18.10 Security Deposit. An Owner who has been delinquent in paying his monthly Assessments for three of the five preceding months may be required by the Board, from time to time, to make and maintain a security deposit not in excess of three months' estimated monthly Assessments, which shall be collected and shall be subject to penalties for nonpayment as are other Assessments. The deposit shall be held in a separate fund, credited to such Owner, and may be resorted to at any time when such Owner is 10 days or more delinquent in paying Assessments.

Section 19.2 Failure of Board to Insist on Strict Performance No Waiver. The failure of the Board in any instance to insist upon the strict compliance with this Declaration or the Bylaws or rules and regulations of the Association, or to exercise any right contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of any term, covenant, condition, or restriction. The receipt by the Board of payment of an Assessment from an Owner, with knowledge of a breach by the Owner, shall not be a waiver of the breach. No waiver by the Board of any requirement shall be effective unless expressed in writing and signed for the Board. This Article also extends to the Declarant

Pinewood Condominium Association

#6. RULES VIOLATION REPORT

Date: _____

Person (s) Making Report: _____

Address: _____

Phone No: _____

Email _____

DESCRIPTION OF RULES VIOLATION: (Fill in as completely as possible)

Date: _____ Time: _____

Location: _____

Description: _____

Additional Attachments(s) YES _____ NO _____ Pages _____

DESCRIPTION OF VIOLATOR: (Fill in as completely as possible)

Name: _____

Address: _____

Phone No: _____

ADDITIONAL WITNESSES: (Please print)

Pinewood, A Senior Community

Name: _____

Rules Violation Report Page 2

Address: _____

Phone No: _____

Signature: _____

Name: _____

Address: _____

Phone No: _____

Signature: _____

BOARD ACTION

Signature

Date

Pinewood Condominium Association – A Senior Community

#7. R V Parking Rules and Rental Agreement

Owner Name _____ Space # _____

Date Rented _____ Date Vacated _____

Vehicle Type _____

1. The charge for the space is \$25.00. The RV space is reserved on a month-to-month basis. All agreements begin on the first (1st) day of the month and end on the last day of the month. **Rents are not pro-rated.** A security deposit is not required. The Association can, upon ninety (90) days written notification to the Owner, increase the rent.

2. The total length of the RV shall be thirty (30) feet or less.

3. Rent is due on the first of the month and **delinquent if received after the 10th of the month.** A late fee of \$5.00, per month, will be added to the current charge, if not paid. Any costs incurred, by the Association to collect the amount due, will be added to the Owner's balance due.

*Example: **Rent is due on July 1 and the full amount is not received by September 10th.** The Owner will be charged a late fee for July, August and September, along with the full rent due.*

4. If the space is used but has not been paid for ninety days (90 days), **the RV will be towed at Owner expense.** The Owner of the RV will be notified by regular mail that the RV will be towed. The Owner shall not be charged for rent after the date of the RV has been towed and the Owner **shall not** have any further *license* to use the space if the Association has the RV towed.

5. The Owner of the RV will supply the Association with the type, length and license number of the RV.

6. The Owner agrees to keep the RV insured for liability purposes.

- 7. The Association is giving the Owner of a condominium a "license" to use the space on a month to month basis. This license does not give the Owner any "Ownership" in the space nor does the space transfer with the Ownership of a condominium.

7. R V Parking Rules

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- 8. If the RV becomes a hazard or leaks fluids onto the ground, the Owner is required to clean the area, keep it clean, and repair, replace or fix the hazard or remove the RV from the property. Any costs incurred by the Association to fix or repair the space because the Owner has neglected or refused to do so, after written notification by the Association, will become a charge to the Owner.
- 9. This space is for the exclusive use of the Owner and cannot be transferred, by the Owner to any other person. Only the RV registered shall be parked in the space.
- 10. The Owner shall give the Association written notice when they no longer desire to rent the space. Rents are not pro-rated.
- 11. The Association may revoke this agreement, for non-compliance with the RV Parking Rules, upon ninety days (90) written notification to the Owner.
- 12. The Association, upon written notification by regular mail, shall place a lien upon the Owner's condominium for amounts due, plus any costs incurred to collect the charge.
- 13. The Owner agrees the Association does not assume any liability or responsibility for the RV while parked on the Association property. The Owner is parking the RV on the property at his or her (their) own risk and agrees to assume all liability.
- 14. This agreement shall be completed and signed by the Owner, along with the proper amount of rent paid, before the Owner can assume use of the space.

RV Type _____ License # _____
 RV Length (includes hitch, if applicable) _____
 RV Insurer _____

Owner _____ Date _____

Address

Phone Number

Board of Directors

Condominium Mgmt. By
Celski And Associates
Lee Celski
5219 W. Clearwater, Suite 12A
Kennewick, WA 99336
509-735-4148 Fax 509-735-4283
Pinewood Owners Association

Lot # _____

#8. A Senior Community Form

(f) Residential Use; Senior Housing; Timesharing Prohibited. The Condominium is intended for and restricted to residential use, on an ownership, rental, or lease basis and for social, recreational, or other reasonable activities normally incident to such use, which may include use as a home office not involving regular visits by customers or clients or use by nonresident employees. The Condominium is intended to be a retirement community for senior persons. Accordingly, at least one resident in each Unit shall be 55 years old or older; no person under the age of 18 shall be permitted to reside in any Unit. Each resident of the Condominium, including but not limited to Owners and tenants of Units, shall participate in any surveys conducted, and execute any affidavits reasonably required, by the Declarant or the Association to establish or maintain the status of the Condominium as housing for older persons within the meaning of the Federal Fair Housing Act. The Board shall have the right to waive the age restriction in connection with any Unit occupant or class of Unit occupants if it determines, in its sole discretion, that (i) the application of the age restriction would work an unreasonable hardship on a Unit Owner or class of Unit Owners, (ii) the particular waiver is in the best overall interests of the Unit Owners as a group and (iii) it will not adversely affect the qualification of the Condominium as housing for older persons within the meaning of the Federal Fair Housing Act. This age restriction shall not apply to a resident manager for the Condominium. Timesharing of Units, as defined in RCW 64.36, is prohibited.

As stated in the Declaration, the Pinewood Owners Association is a "Senior" or "Over 55" Community. The Declaration also requires the Association to maintain its' status as housing for older persons within the meaning of the Federal Fair Housing Act. Per the Declaration, owners shall complete this form and return to the Association no later than _____, 2004 Owners shall include the "Over 55" or "Senior" Community information when advertising "For Sale" or "For Lease".

Date _____ Name _____

Email _____ Tele _____

Lot Number _____ Street Address _____

Owner Occupied Yes ___ No ___ Occupant's Name _____

_____ I certify that my Condominium unit does qualify for the "Senior Community" status. Upon written request of the Association, I agree to provide documentation verifying the age of all occupants.

Pinewood, A Senior Community

_____ I certify that my Condominium unit does not qualify for the "Senior Community" status. Upon written request of the Association, I agree to provide documentation verifying the age of all occupants.

Owner Signature	Date
Board Member Signature	Date
Pinewood Condominium	

9. Emergency Contact Form

Owner's Name _____

Owner's Name _____

Address _____

Phone Number (home) _____

Phone Number (other) _____

1) Emergency Contact _____

Relationship _____

Phone Number _____

Other Phone Number _____

2) Emergency Contact _____

Relationship _____

Phone Number _____

Other Phone Number _____

If you wish the Association to have Emergency Information, please fill out and return to Management Company. This information will be kept on file by the Management Company until the Condominium owner makes a written request to change it.

Date entered on Computer _____

10. INSURANCE INFORMATION

page 1 of 2

Welcome to Pinewood. One of your first responsibilities will be to obtain a unit owner's insurance policy. This policy will include coverage to insure your personal contents, your personal liability, and your insurance responsibility under your property owner's Declarations with the Pinewood Homeowner's Association.

Pinewood Homeowner's Association has a Condominium Association policy. This "master policy" insures the property insurance for the dwellings as originally constructed and the liability insurance for the common elements including parking areas, fences, streets, and lawns. Your condo-dwelling is insured on a replacement cost basis against direct physical loss, subject to policy exclusions. A \$5,000 deductible applies to the property. Pinewood Homeowner's Association has commercial liability limits of \$3,000,000.

Listed below are some insurance guidelines for you as the unit-owner to place your insurance coverage with your agent.

UNIT-OWNERS FORM _____

14. Dwelling (Unit) – Coverage A on the unit-owner's policy

- Includes coverage for alterations, appliances, fixtures and improvements that are a part of the building contained within the residence premises. *A Pinewood unit-owner is responsible for any alterations, fixtures, and improvements that were not part of the original Pinewood dwelling. The original dwelling as constructed is insured under the Pinewood Owner's Association's policy.*
- Includes coverage for property that is the unit-owner's responsibility under your association of property owner's Declarations. *See page 29 of the Pinewood Owner's Association Declarations. The Pinewood Owner's Association policy offers broad coverage for the dwelling, interior and exterior. You only have responsibility for insuring the upgrades to the original dwelling.*

4. Personal Property – Coverage C on the unit-owner's policy

- Includes coverage for personal property owned by you, the unit owner. Each insurance company has a specific limit of coverage for money, jewelry, firearms, property away from premises, etc. *You need to discuss with your agent and set a personal property limit for your contents in your unit that would replace the contents and add any additional coverage to insure items with specific limits. Be sure and ask your agent for replacement cost coverage (HO-290). Pictures of the inside of your unit are a valuable resource in the event of a claim.*

#10. Insurance Information

5. Loss of Use - Coverage D on the unit-owner's policy Page 2 of 2
- Loss of use is intended to provide coverage for you in the event your residence becomes unfit to live in due to a covered loss. This coverage provides additional living expenses incurred to maintain your normal standard of living outside your home.
6. Additional Coverages on the unit-owner's policy
- Loss Assessment Coverage
 - Covers assessments due to **common** property damaged by a loss covered by the master policy. (This only takes effect if Pinewood had a large loss not completely covered under the Association's master policy.) Your unit-owner's policy will more than likely have a \$1,000 limit included. *It is important to consider increased limits up to \$50,000 for both the Property and Liability. However, the amount payable for an assessment per unit that results from a deductible in the insurance purchased by Pinewood is more than likely limited to \$1,000.*
 - The Unit Owners Form of coverage you are purchasing includes only Broad Form/Named Perils. You should ask your agent about additional endorsements: Special Coverage (HO 32) for your unit-owner coverage, Special Coverage (HO M15) for your personal property, and Personal Property Replacement Cost (HO-290), and Loss Assessment Coverage (HO-35).
- (g) Personal Liability on the unit-owner's policy**
- Includes coverage for your liability for damages that you become legally liability to pay because of bodily injury or property damage. *The standard limit on a unit owner's policy is \$300,000 occurrence. You should discuss higher limits with your agent.*
 - Includes coverage for medical payments to others. There is not any requirement you be legally liable for injuries for your insurance company to pay under medical payments. *The standard limit is \$1,000.*

If your personal agent has any questions about the master policy insuring the Pinewood Homeowner's Association, Janet Nail at Mulvihill Insurance Services would be glad to assist (509-783-8105).

11

Committees

Committees

Committees

Every association has committees. Committees are established as a requirement of the Covenants (ie, the Architectural Control Committee or the Nomination Committee). In addition, the Board of Directors is empowered by the governing documents to create ad-hoc committees, such as Finance or Landscape. The purpose of each committee is to address specific issues of the association and to provide recommendations to the Board of Directors. Committees, unless permitted otherwise in the governing documents, are recommending bodies only. The Board of Directors oversees the operations of committees and makes the final decision from the recommendation received from the committee. Membership in a committee is a great training ground for first time involvement with the association. In larger associations, the Board of Directors will rely heavily upon committee members to assist in the operation of the association. Members at large are more accepting of Board action when it involves committee participation. Once a committee is developed, it is important to establish operating guidelines, which include meeting schedule, tasks and responsibilities, goals and objectives, reporting function, and leadership role.

Architectural Control To preserve, enhance, and assure uniformity in the architectural aesthetics of the community by consistently applying the Covenants and Design Standards. The Architectural Control Committee develops and implements guidelines, reviews architectural submittals, and maintains records of architectural recommendations to the Board of Directors.

Building/Clubhouse/Pool/KOI Pond To repair, maintain, and upgrade the structures on the Association's land. The building/clubhouse/pool committee establishes policies and procedures for the use and operation of the pool and recreational facility. The committee is responsible for developing and implementing a maintenance schedule for the facilities, as well as making recommendations to the Board of Directors.

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Community Relations To monitor governmental activities and report to the Board of Directors on issues, events, and projects occurring in the surrounding community that impact the general welfare of community. The Community Relations committee works as a liaison with local government.

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Communications To provide information to the members regarding the actions of the Board of the Directors and other committees. The Communication Committee coordinates the development of the newsletter, flyers, websites, or other general publications.

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Finance To ensure the Association's financial transactions are handled in a timely and accurate manner consistent with generally accepted accounting principles. The Finance Committee develops and monitors the operating budget, maintains a schedule for reserve funding, and assists in the annual #

Pinewood, A Senior Community

11. Committees

audit review process.

1. ***Hospitality and Welcome*** To welcome each new homeowner within the first few months of the new member moving into the community. The Hospitality and Welcome Committee should be the first contact the new homeowner has with the association.
2. ***Landscape*** To maintain and improve, when needed, the grass, trees, plants, flowers, and grounds located in the common properties (open space, trails, lakes, streets, entrances). The Landscape Committee develops the maintenance contract, oversees the seasonal maintenance activities.
3. ***Neighborhood Events*** To promote community wide activities of the community such as Garage Sale, Halloween Party, Fourth of July Pool Party, Holiday Caroling Party, Community Decorating, and Social Clubs.
4. ***Security/Neighborhood Watch*** To establish procedures protecting the common property and develop a program that provides a visible presence in the community to reduce vandalism. The Committee recommends security measures and services to the Board of Directors during certain peak times of the year when additional protection is needed, such as at holiday times, summer season, or during community events.
5. ***Nomination Committee*** To present a slate of candidates to the membership for the election of the Board of Directors. Generally, this committee is mandated by the Covenants to be established for the specific purpose of ensuring the board elections are held in compliance with the state laws and association governing documents.

These are only a handful of committees that can be established by the Board of Directors. It is important for each association to address the needs of the membership by creating committees that focus on important aspects of the community. Committee work promotes member involvement and greatly improves the communication channels needed for a smooth operating association. Never overlook the value of volunteers and what they can accomplish for your community.

Association Times

Permission to reprint any of the information contained in this article is granted provided Association Times is credited as the source.

#12. Resale of unit.

(1) Except in the case of a sale where delivery of a public offering statement is required, or unless exempt under RCW [64.34.400](#)(2), a unit owner shall furnish to a purchaser before execution of any contract for sale of a unit, or otherwise before conveyance, a resale certificate, signed by an officer or authorized agent of the association and based on the books and records of the association and the actual knowledge of the person signing the certificate, containing:

- (a) A statement disclosing any right of first refusal or other restraint on the free alienability of the unit contained in the declaration;
- (b) A statement setting forth the amount of the monthly common expense assessment and any unpaid common expense or special assessment currently due and payable from the selling unit owner and a statement of any special assessments that have been levied against the unit which have not been paid even though not yet due;
- (c) A statement, which shall be current to within forty-five days, of any common expenses or special assessments against any unit in the condominium that are past due over thirty days;
- (d) A statement, which shall be current to within forty-five days, of any obligation of the association which is past due over thirty days;
- (e) A statement of any other fees payable by unit owners;
- (f) A statement of any anticipated repair or replacement cost in excess of five percent of the annual budget of the association that has been approved by the board of directors;
- (g) A statement of the amount of any reserves for repair or replacement and of any portions of those reserves currently designated by the association for any specified projects;
- (h) The annual financial statement of the association, including the audit report if it has been prepared, for the year immediately preceding the current year.
- (i) A balance sheet and a revenue and expense statement of the association prepared on an accrual basis, which shall be current to within one hundred twenty days;
- (j) The current operating budget of the association;
- (k) A statement of any unsatisfied judgments against the association and the status of any pending suits in which the association is a defendant;
- (l) A statement describing any insurance coverage provided for the benefit of unit owners;
- (m) A statement as to whether there are any alterations or improvements to the unit or to the limited common elements assigned thereto that violate any provision of the declaration;

#12. Resale of Unit

(n) A statement of the number of units, if any, still owned by the declarant, whether the declarant has transferred control of the association to the unit owners, and the date of such transfer;

(o) A statement as to whether there are any violations of the health or building codes with respect to the unit, the limited common elements assigned thereto, or any other portion of the condominium;

(p) A statement of the remaining term of any leasehold estate affecting the condominium and the provisions governing any extension or renewal thereof; and

(q) A copy of the declaration, the bylaws, the rules or regulations of the association, and any other information reasonably requested by mortgagees of prospective purchasers of units. Information requested generally by the federal national mortgage association, the federal home loan bank board, the government national mortgage association, the veterans administration and the department of housing and urban development shall be deemed reasonable, provided such information is reasonably available to the association.

(2) The association, within ten days after a request by a unit owner, and subject to payment of any fee imposed pursuant to RCW [64.34.304\(1\)\(1\)](#), shall furnish a resale certificate signed by an officer or authorized agent of the association and containing the information necessary to enable the unit owner to comply with this section. For the purposes of this chapter, a reasonable charge for the preparation of a resale certificate may not exceed one hundred fifty dollars. The association may charge a unit owner a nominal fee for updating a resale certificate within six months of the unit owner's request. The unit owner shall also sign the certificate but the unit owner is not liable to the purchaser for any erroneous information provided by the association and included in the certificate unless and to the extent the unit owner had actual knowledge thereof.

(3) A purchaser is not liable for any unpaid assessment or fee against the unit as of the date of the certificate greater than the amount set forth in the certificate prepared by the association unless and to the extent such purchaser had actual knowledge thereof. A unit owner is not liable to a purchaser for the failure or delay of the association to provide the certificate in a timely manner, but the purchaser's contract is voidable by the purchaser until the certificate has been provided and for five days thereafter or until conveyance, whichever occurs first.

[1992 c 220 § 23; 1990 c 166 § 12; 1989 c 43 § 4-107.]

NOTES:

Effective date -- 1990 c 166: See note following RCW [64.34.020](#).

RCW 64.34.400

Applicability -- Waiver.

(1) This article applies to all units subject to this chapter, except as provided in subsection (2) of this section and unless and to the extent otherwise agreed to in writing by the seller and purchasers of those units that are restricted to nonresidential use in the declaration.

(2) This article shall not apply in the case of:

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. Resale of Unit

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- (a) A conveyance by gift, devise, or descent;
- (b) A conveyance pursuant to court order;
- (c) A disposition by a government or governmental agency;
- (d) A conveyance by foreclosure;
- (e) A disposition of all of the units in a condominium in a single transaction;
- (f) A disposition to other than a purchaser as defined in RCW [64.34.020](#)(26); or
- (g) A disposition that may be canceled at any time and for any reason by the purchaser without penalty.

[1992 c 220 § 20; 1990 c 166 § 9; 1989 c 43 § 4-101.]

NOTES:

Effective date -- 1990 c 166: See note following RCW [64.34.020](#).