



## HOUSE RULES AND REGULATIONS

**SUNN FJORD CONDOMINIUMS**  
**Adopted July 27, 2011**  
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**RULES AND REGULATIONS**

**Contents**

A. UNITS.....	3
1. USE OF UNIT.....	3
2. INTERIOR MAINTENANCE.....	3
B. COMMON AREAS / LIMITED COMMON AREAS.....	3
C. COMMON AREAS-GENERAL.....	4
D. USE OF COMMON AREAS.....	4
E. LIMITED COMMON AREAS: DECKS/ENTRY AREAS/PATIOS.....	4
<b>Note: Displaying the American Flag</b> .....	4
F. WINDOWS.....	5
1. GLASS REPLACEMENT.....	5
2. WINDOW COVERINGS.....	5
3. AWNINGS/EXTERIOR SHADES/AIR CONDITIONING.....	5
G. PETS.....	5
OFF-LEASH.....	6
H. MOTOR VEHICLES/PARKING.....	6
1. PARKING GENERAL.....	6
2. UNMARKED PARKING SPACES.....	7
I. BUILDING SAFETY AND ALARMS.....	8
1. SECURITY-ALARMS AND LOCKS.....	8
2. SMOKE ALARMS/HEAT SENSORS/WATER HEATERS.....	9
3. COMMON SENSE PRECAUTIONS.....	9
J. MARKETING GUIDELINES.....	10
K. RENTALS.....	10
L. ENTRY.....	10
M. GARBAGE/RECYCLING.....	11
N. DISTURBANCES.....	11
O. ENFORCEMENT.....	11
P. FINE SCHEDULE.....	12
Q. FEES SCHEDULE.....	14
R. POOL AND SPA.....	15
S. TENNIS & BASKETBALL COURT / GYM.....	16
T. SATELLITE DISHES/ANTENNA.....	17
Satellite dish may not exceed 1 meter in diameter.....	17
U. INSURANCE.....	18
V. UNIT MODIFICATION.....	18
W.Meetings.....	19
* IMPORTANT CONTACT INFORMATION.....	19

## **Sunn Fjord House Rules and Regulations**

The intent of the Rules and Regulations of Sunn Fjord Condominium Owners Association is to gain compliance with reasonable restrictions of the community that are designed to protect the expectations and the investments of the majority of owners while respecting the rights of the minority. These Rules and Regulations are here to:

- Promote common sense and courtesy in the members' actions and attitudes.
- Provide an avenue of relief for problems, and to serve as guidelines for effective operation of the Condominium.
- Remind us that we are all entitled to quiet enjoyment. Always be mindful that we live in close proximity of each other and be respectful of others living environments.

### **A. UNITS**

#### **1. USE OF UNIT**

The units in the condominium are intended for and restricted to residential use on an ownership, rental or lease basis and for social, recreational, or other reasonable activities normally incident to such uses, including use as a home office not involving use by nonresident employees or regular visits by customers or clients.

#### **2. INTERIOR MAINTENANCE**

Each owner shall keep the interior of the owner's unit and its equipment, appliances, and appurtenances in good order, condition, and repair. Each owner shall be in compliance with the governing documents with respect to their unit maintenance responsibilities as set forth in the Declarations.

### **B. COMMON AREAS / LIMITED COMMON AREAS**

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

#### **Common** areas for the use of all units:

- Building shell
- Structural elements, i.e., roofs, foundations, etc.
- Certain portions of the buildings, such as utility and mechanical rooms
- Cabana, pool and spa
- Stairways, walkways, and catwalks
- Land

#### **Limited common** areas for the use of individual units:

- Decks, , patios, entry door area
- Assigned parking spaces

- Storage areas on patio , deck

### C. COMMON AREAS - GENERAL

No furniture, storage boxes, plants, statuary objects or articles of any kind shall be placed in any undesignated common area, corridors, stairways, or walkways. NO FIREWORKS ARE PERMITTED IN OR ON ANY AREA OF THE PROPERTY WHATSOEVER.

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

### D. USE OF COMMON AREAS

The common areas in the condominium may be used by residents and their guests. Residents and guests using any common facilities do so at their own risk. All residents are individually financially responsible for any loss of personal property or damage caused by the resident or the resident's guest.

### E. LIMITED COMMON AREA: DECKS/ENTRY AREAS/PATIOS

Owners shall not hang or place anything on or from the railings of their limited common area decks, patios or entry areas. Holiday wreaths, lighting and decorations on doors or windows are permitted, and shall be removed within two weeks of the holiday. The decks, patios or entry areas may not be modified.

Decks, patios may have usual the deck furniture and plants. Care should also be taken not to damage the waterproof membrane of the deck. Owners are responsible for keeping their decks and entry areas in a neat and clean condition.

Decks, patios and entry areas may not be used for storage. Building and unit entry areas are to be kept free of any items, which is a requirement of the local Fire Department. Deck furniture, plants, and other décor may not extend beyond the limits of a patio.

Hooks, screws, and nails may not be used to hang plants or any other items. Owners may use plant stands. The rules are in place to protect the siding and decks from water intrusion and/or bug infestation that may contribute to rotting deck supports.

No birdfeeders of any kind are permitted.

### **Note: Displaying the American Flag-**

As per the Freedom to Display the American Flag Act of 2005, HOA rules must allow people to display the American flag on the property. This act specifically targets HOAs and real estate management organizations. Such groups may not enact rules that keep homeowners from flying the American flag. Please see the notes about size and mounting:

The HOA does however limit the size of the American flag to be displayed to 3'x5'. It may only be attached to the deck support posts by your deck or patio.

## F. WINDOWS

### 1. GLASS REPLACEMENT

Replacement of damaged or broken glass (including fogged glass or glass with broken seals) in the windows or exterior doors of the Unit will be done by the Unit Owner. Window replacements must be presented to the Board for advanced approval. It is important to recognize that a uniform exterior appearance is critical to the value of the association. The acceptable window replacement brand is white Milgard "Tuscany" or "Monecito" windows. A specific detailed scope of work must be followed and will be provided by the Association to the owner upon request. You may contract only with the Associations designated contractor for window replacement. Window replacements will require the Unit Modification Form to be presented to the Board and must be approved prior to implementation of the project. The Board is allowed 30 days to review and offer approval of the Unit Modification request. The Association reserves the right to have work performance checked by their building engineer/ licensed architect at the expense of the Unit owner. Violations or deviation from this policy will be corrected by the Association and assessed against the unit. Damages caused to any portion of the building, unit, common or limited common elements for a window replacement project will be repaired at the Unit owner's expense.

### 2. WINDOW COVERINGS

To preserve a uniform exterior appearance to the buildings, all window coverings visible from the exterior of the building must be white or off-white color. This also applies to sliding glass doors.

### 3. AWNINGS / EXTERIOR SHADES / AIR CONDITIONING

No awnings, exterior shades, air conditioning units or other projections shall be placed on the exterior walls or windows of the building.

## G. PETS

Only dogs, cats, or other conventional domestic household pets may be kept in the units. No animals defined as livestock, poultry or other commonly found "Wild" animals shall be kept in any unit, common area or limited common area. No owner may keep more than two pets. Pets must be kept indoors and leashed (or carried) when taken outside. They are allowed in the common parking, and some landscaped areas, while being walked to and from their unit.

Pet size is restricted to ***no taller than 15 inches at the shoulder***. Owners and tenants are required to declare and register their pets with the facilities manager. Owners and tenants are prohibited from feeding non registered animals or strays. Service animals are not considered pets and are protected under the Americans with Disabilities Act. Proof of the service animal status must be presented to the Board in writing.

**Pets in excess of the size restrictions as of July 30, 2009 have been grandfathered into the association and are deemed permitted for homeowners only. Owners must**

**have registered their pets and provided a photograph of their pet to the Property Manager by September 30, 2009.** (Tenants must follow the pet guidelines of 15 inches at the shoulder and are not entitled to have a pet grandfathered into the association.)

Pets are not allowed in the following areas: Pool, Tennis court, Cabana (with the exception of registered service animals.)

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

The Board may at any time require the removal of any animal, or cause such animal to be removed at the expense of the owner of the animal, including reasonable attorneys' fees, when, in the Board's determination, the animal is disturbing other owners unreasonably. The Board may exercise this authority for specific animals even though other pets are permitted to remain.

#### OFF-LEASH DOG PARK-

- 1) No person may bring onto the off-leash dog park:
  - a. A known dangerous or aggressive dog
  - b. A female dog in heat
  - c. More than two dogs at a time
  - d. A dog that is not vaccinated or tagged as may be required under the law
  - e. Any breakable item or food
  
- 2) Any person who brings a dog into the off-leash dog park shall:
  - a. Keep the dog under visual and voice control at all times
  - b. Remove the dog from the park at the first sign of aggression
  - c. Be wholly responsible for any damage or harm caused by their dog
  - d. Dispose of all excreta deposited by the dog
  - e. Report any bite or scratch to Kitsap Humane Society, Animal Control
  - f. Comply with Bremerton Municipal Code, Chapter 7.12 (Dangerous Animals)
  - g. Ensure the dog is leashed on all common areas outside of the off-leash dog park
  - h. Fill any holes created by their dog
  
- 3) Any person entering the off-leash
  - a. Impliedly consents to the ordinary risks associated with an off-leash dog park
  - b. Indemnifies and holds the Association harmless from any injury or damage caused by a dog pursuant to Section 9.8 of the Declaration
  
- 4) Any person violating any of the rules in this section\_\_ shall be fined \$250 per violation

#### H. MOTOR VEHICLES / PARKING

##### PARKING GENERAL

Only currently licensed, operable motor vehicles may be parked in the parking spaces at the Condominium. Parking is not permitted on the driveways in front of the Buildings and in fire lanes; The driveways are for loading and unloading only. No trailers, boats, or other recreational vehicles are allowed in the parking spaces or on driveways. No vehicle repairs or fluid changes may be done in parking spaces.

Each unit is assigned specific parking spaces in accordance with the declarations. Each unit is permitted one vehicle for each assigned space. No unit shall exceed 2 vehicles per unit. Owners and tenants must register all vehicles with the Association and Property Manager. Vehicles which are not registered with the Association may be towed at the vehicle owner's expense.

#### 1. UNMARKED PARKING SPACES

- a. Unmarked parking spaces are intended for guest parking. To accommodate occupants with two vehicles, parking is allowed in unmarked spaces. However, please park in the marked space first, to give others a chance to park in the 'unmarked' spaces on a 'first come, first served' basis.
- b. Backing into parking spaces is not permitted; front in parking only. This is a safety concern and facilitates preventing noxious fumes from entering windows in certain buildings.

#### 2. **(modified January 2022)** LONG TERM PARKING OF VEHICLES:

- a. Is considered any parking for a period longer than three weeks in an unassigned space. Owners are required to coordinate the dates and location of long term parking with the facilities manager prior to using long term parking. Vehicles should be in compliance with all the rules and regulations while the vehicle is parked on the property. Normal unassigned spaces should not be used as long term parking. A separate long term parking area is located along the road between J and K buildings. (Open spaces in this area can be used as an overflow area if vehicles are there for less than 48 hours).
- b. All persons needing the use of long term parking should leave us current emergency contact information. Military members on deployment should update us if their deployments are extended and when they return home.

#### 3. **(modified January 2015)** No more than two vehicles per unit are permitted to be parked on the premises. An exception will be considered if an owner has a vehicle such as a motorcycle which can be parked in tandem with another vehicle while not encroaching on the common element. Commercial and recreational vehicles are not permitted except as approved by the board in advance.

4. Parking in any reserved space is subject to towing by the owner of the space. Violators may be towed at the vehicle owner's expense.
5. Due to safety and insurance requirements: Skate Boarding, rollerblading, and any activities such as playing, bike riding, loitering or defacing property within the parking facilities and driveways is prohibited.

## I. BUILDING SAFETY AND SECURITY

At all times, a current list of each person in residence is required to be on file with the Facilities Manager and the Property Management Company. You may contact either the Facilities Manager, the Property Manager, or access the website to obtain the form.

### 1. SECURITY - ALARMS AND LOCKS

Board approval is required prior to installation of burglar alarms. The maintenance and repair of the door knob and lock hardware on the unit entrance is the responsibility of the unit owner.

### 2. SMOKE ALARMS / HEAT SENSORS/ WATER HEATERS

One or more smoke detectors or heat sensors are located in each unit.



#### ***Notice concerning Heat Sensor:***

*The Heat Sensor is a part of the Associations Central Fire equipment and is Common Element. DO NOT tamper with this device. DO NOT remove, cover, paint or attempt to change the battery. If you disregard this warning, you may trigger the central alarm systems to the building and cause the fire department to be dispatched.*

Rapid heat changes activate the **Heat Sensors**, and a loud bell will ring on the exterior of the building and the strobe lights will be functioning when activated.

Upon hearing the ring residents should, if possible, determine the cause and take appropriate action. If the cause cannot be determined and smoke is evident, call 911 immediately. A "confidence-test" of the heat detector system is required annually. The contractor, at the Association's expense, will replace malfunctioning Heat Sensors whenever they are found to be defective. Other than scheduled alarm testing, residents should evacuate the building when the central alarm rings.

All buildings but C and F buildings have heat sensors installed near the kitchen, usually in the hallway area. The heat sensors are in contact with the fire panels and will let us know that they need service. The battery for these is a **special lithium battery that we will replace free of charge when needed**. If the sensor malfunctions and needs replaced, this will also be done **at the expense of the HOA**.



The heat sensors are a low maintenance device but there are certain things to avoid with them:

1) Never touch the center disk or take down a heat sensor for any reason as this will set them off and the alarm will sound for the entire building.

2) Past annual inspections have turned up a few painted heat sensors. They cannot be certified if they are painted over. Heat sensors **should never be painted** and **will be replaced at unit owners' expense**. This can be over **\$400.00** as a technician has to come in and program it to the fire panel.

3) A heat sensor that is physically broken or discarded will be replaced **at unit owners' expense**. Again, this can be over **\$400.00** as a technician has to program it to the fire panel.

4) False alarms caused by someone "tampering" or removing the heat sensor will result in a warning notice from the HOA for the first offense with repeat offenses starting with a fine of **\$50.00** and increasing for additional false alarms.

**Smoke Detectors:** Smoke detectors are required to be placed in each bedroom as well as any hallway of the unit. It is the owner's responsibility to ensure that the smoke detectors within the Owner's unit are operable. The owner shall not do anything that prohibits the proper functioning of the smoke detectors. Smoke detectors have battery power and it is the Owner's responsibility to replace batteries. The Board may inspect (with appropriate notice) and require replacements of Smoke detectors when necessary at the unit owner's expense.



**Water Heaters:** The replacement of water heaters is the responsibility of each unit owner. The average life expectancy of an average water heater is five to seven years. Owners are expected to ensure that proper preventative maintenance is conducted on their individual water heaters and may be liable for damages caused by a water heater that breaks.

### 3. COMMON SENSE PRECAUTIONS

Owners or tenants should question suspicious appearing persons or activities. Their presence should be brought to the attention of either a Board member, the Property Manager, or if more immediate and appropriate, the police by dialing 911.

Smoking is not allowed in common areas. The disposal of cigarette butts is not permitted in any of the common areas.

The use of charcoal barbeques is prohibited as they present too great a risk for fire. Fire pits are not permitted in any part of the property. The use of propane gas barbeques is permitted provided propane tanks are no larger than 5 gallons.

#### J. MARKETING GUIDELINES

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

1. During an "Open House" of a unit for sale or lease; direction signs (or 'sandwich boards) ARE PERMITTED and must be removed at the end of the business day.
2. No other signage may be displayed on windows or by posts, etc.
3. Please feel free to utilize the Sunn Fjord community bulletin board near the entrance to the pool area.

#### K. RENTALS

All leases and rental agreements must be in writing and by their terms shall provide that the terms of the lease are subject in all respects to the provisions of the Declaration, Bylaws, and Rules and Regulations. The minimum lease term shall be 6 months.

Prior to entering into a lease with any tenant (other than a relative of the owner), it is suggested that the owner have the prospective tenant screened by any licensed tenant screening service, at the owner's or tenant's expense.

All leases agreements must be provided to the Facilities Manager or Property Manager prior to the tenant's moving in. The lease must include the name(s), phone numbers, and other contact information regarding the tenant(s). It is recommended that the lease include the assigned parking space number in case a vehicle needs to be towed. It is important in case of emergency or other matters of correspondence that the association has current contact information for both owners and tenants

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

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

#### L. ENTRY

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

#### M. GARBAGE/RECYCLING

Owners and tenants are responsible for placing their trash and recycling in areas designated for their Unit.

You are encouraged to recycle as much as practical. Please follow the rules for recycling posted in the trash collection area. Cardboard boxes are to be broken down prior to placement in the recycle area.

Items such as appliances, furniture, mattresses, construction materials, hazardous material, televisions, monitors and/or otherwise bulky materials are not permitted to be disposed of in the common garbage dumpsters; Owners are responsible for removing these types of items from the property at their own expense. If items are left on the premises after a complete move-out; the owner (even if it is the tenant's actions) will be charged for the Association having to dispose of the property.

#### N. DISTURBANCES

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

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

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

Do not use washers, dryers, dishwashers, vacuum cleaners or any other noisy appliance between 11 p.m. and 7 a.m.

#### O. ENFORCEMENT

It is the responsibility of each owner to know the terms and provisions of the Declaration, Bylaws and Rules and Regulations of the Association. Each owner is responsible for advising tenants or guests of the owner of any provision of the Declaration, Bylaws or Rules and Regulations which apply to them. These Rules and Regulations are provided as a supplement to the Declaration and Bylaws and are not meant to relieve any owner from the obligation to know the provisions of the Declaration and Bylaws. Owners and tenants shall also comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force or which may hereafter be in force, pertaining to the use of the Condominium.

Failure to comply, by owner or tenant or guest, shall be grounds for an action to recover sums due, damages, or injunctive relief, or any or all of them, maintainable by the Board, the Association's managing agent on its behalf, or by the aggrieved owner. To enforce the Rules and Regulations, the Board may also levy monetary fines.

The Board or its agent will give written notice of the violation, and state a reasonable period of time for correcting the violation. If the violation is not corrected within the time stated, the Board may itself make the correction, and any costs incurred in connection therewith shall be imposed on the unit owner and added to the monthly assessment for the first month following the correction. Payment of such costs shall be enforced in the same manner as is provided for the enforcement of the assessment fees.

Prior to taking any enforcement action (other than the initial notice of violation), the Board will give the owner involved notice and an opportunity to be heard as follows:

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

In addition, the Board can take any other legal action appropriate or remedy or penalize a violation of these Rules, the Bylaws or the Condominium Declaration. In enforcing these rules, the Board may delegate its function(s), including the determination of whether a violation has occurred, and the remedy therefore, to an agent, including but not limited to a single, or group of, director(s) or officers, or the Property Manager or staff of the association.

Any charge for damages or fines shall be imposed against the unit, itself and shall be enforceable in the same manner as is provided for the enforcement of assessment fees.

P. FINE/FEES SCHEDULE-(Revised February 2024)

In an effort to protect the Owners, Residents, and common areas of the building, the Board has adopted this schedule of fees and fines. It is included here as a quick reference tool for owners and residents. Fines and some Fees shall be made payable to Sunn Fjord Condominium Association and mailed to the Property Management Company.

**Fines:**

- 1<sup>st</sup> notice of a violation is ... warning letter
  - 2<sup>nd</sup> notice of a violation..... \$50.00
  - 3<sup>rd</sup> notice of violation..... \$75.00
  - 4<sup>th</sup> notice of violation..... \$100.00 or TBD
- (TBD= Fourth/subsequent violations are subject to fines at the discretion of the Board.)

**\*Exceptions to the above are made for safety and welfare violations. Those listed below result in fines to the resident/owner with no warning letter.**

**NO WARNING LETTER**

**No warning letter**

- 1<sup>st</sup> notice of a violation ..... \$50.00
- 2<sup>nd</sup> / subsequent notice of violation of the same rule .....\$100.00

**More serious violations as follows:**

- Speeding in the parking lot .....\$100.00
- Use of a charcoal BBQ .....\$100.00
- Penetrating building exterior .....\$100.00
- Causing damage to common area.....\$100.00
- 2<sup>nd</sup> / subsequent notice of violation of the same rule.....\$200.00

Note: Fines which are not paid within 90 days will double on the 91<sup>st</sup> day.

The Board of Directors or the managing agent acting on behalf of the Board of Directors, will issue not more than one written notice of violation which shall specify the particular Article of the Declarations or section of the Rules and Regulations which has been violated. In the event of the nature of the violation is such, in the reasonable opinion of the Board or its' agent, that it cannot be immediately corrected, the violator will be given a period of time during which the violation must be corrected. Failure to correct the situation or resolve the issue to the satisfaction of the Board in this time period shall be considered a second offense and would be subject to a fine without further written warning.

Appeals of fines may be appealed only according to the provisions of the Rules and Regulations. Neither the managing agent nor its' employees nor any board member may waive a fine once it has been imposed.

These fees are subject to change without prior notice at the discretion of the Board of Directors. Additional fees are subject to imposition without prior notice at the discretion of the Board of Directors.

Fines must be paid within 30 days of receipt of a Fine Notice from the Property Management or further late penalties will be assessed. Fines which remain unpaid for a period of greater 90 days will result in the aggregate fine amount to double on the 91<sup>st</sup> day.

Unpaid fines may result in the restriction of use of the common area amenities, at the discretion of the Board.

Residents and Owners who wish to appeal a Fine Notice may initiate an Appeal Process in the following manner:

1) Within 10 days of receipt of a Fine Notice, notify the Management of their intent to appeal the assessment Notice must be given in writing via mail or email.

AND

2) Within 2 months of receipt of the Fine Notice appear personally during a regularly scheduled HOA Board meeting to appeal the assessment. Appeals will be heard after the regularly scheduled Board Meeting in the Executive Session. Residents who are appealing fines are asked to refer to the meeting agenda to verify time.

3) Fines cannot be protested after the 2<sup>nd</sup> scheduled Board meeting following the violation notice.

Fine Notices for which no Appeal Process has been initiated must be paid in full within 30 days of receipt of a Fine Notice to avoid further late penalties that will be assessed. Fine Notices, for which an Appeals Process has been initiated but not concluded within 2 months of the receipt of the Fine Notice, must be paid in full unless otherwise indicated by the Board of Directors.

These COSTS AND FEES FOR SERVICES AND FINES are subject to change and/or additions without prior notice at the discretion of the Board of Directors.

ALL ASSESSMENTS INCLUDING THE ABOVE FEES AND FINES SHALL BEAR INTEREST AT THE RATE OF 12% PER ANNUM COMPOUNDED MONTHLY AND WILL BE POSTED TO ANY ACCOUNT WITH BALANCES 30 DAYS PAST DUE.

<b>Fees:</b>	Late Fee.....	\$25.00
	Charge for notice of delinquent account.....	\$25.00
	Returned Check Fee.....	\$25.00
	Move In transfer Fee.....	\$250.00

Payable to Property Management Company:  
Resale Certificate Fee.....\$Market value

**Attorney Fees and Costs:**

**(Added January 2015)** If any owner brings any action against the board or association or an issue involving an owner or their tenant which would be necessary in the boards sole option to involve the associations legal counsel or managing agent, the owner may be assessed for all costs needing such legal counsel or managing agents services at the rate of what is invoiced to the association.

NOTES REGARDING FEES

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

R. POOL AND SPA

Entry keys for the pool/spa area are issued by the Facilities Manager. Lost or replacement keys are charged to the unit owner at \$5.00 for each replacement key.

**There is no lifeguard on duty, persons using the pool and spa facilities do so at their own risk. All persons must be at least 18 years of age. Persons under the age of 18 must be accompanied by a resident adult 18 or older for safety purposes.**

The pool and spa area are scheduled to be opened Memorial Day through Labor Day, however certain situations may cause delay or closure of the pool at the managements or board discretion.

THE POOL MAY BE CLOSED on Mondays for general maintenance requirements.

A maximum of two guests are permitted to use the pool and spa and must be accompanied by a resident owner / tenant at all times.

Small pool toys are permitted provided they do not interfere with the use of other owners guests. Reasonable effort shall be made to ensure the general use of the pool is not hampered by the use of such toys.

Pets are not permitted inside the fenced pool area.

Glass objects of any kind, and food items are not permitted inside the pool/spa area.

Only appropriate swim wear is allowed for pool patrons. Cut offs or other torn or frayed attire is prohibited from being worn in the pool as it may interfere with the water filtration system.

Stereos or electronic equipment are not permitted inside the pool/spa areas.

The Board and/or management reserve the right to remove any persons from the pool area for any violations of Department of Health regulations which may cause an imbalance of pool chemistry or any other unsafe conditions.

In addition to these Pool rules, all posted signs and rules are to be observed and followed at the pool and spa areas.

#### S. TENNIS & BASKETBALL COURT/GYM

The tennis & basketball court is for use of the residents and their guests only. The tennis court is open by reservation only Monday through Friday 8AM to 5PM. For reservations contact the office at (360) 373-1640. Basketballs may be signed out from the Cabana.

On occasion, functions other than tennis playing are permitted inside the tennis court area with the prior approval of the Board. However, skateboarding, roller skating, bike riding, and playing in the tennis court area is NOT allowed.

Glass objects of any kind are not permitted inside the tennis court area.

Pets are NOT permitted inside the tennis & basketball court area.

The Board or the management has the right to remove persons from the tennis & basketball court for any violation, unsafe conditions, etc.

The gym is available by appointment only for reservations contact the office at (360) 373-1640.

Gym rules are as follows:

- 1) Owners and residents using the gym do so at their own risk after signing an injury waiver. The Association and staff assume no liability for injuries or accidents.
- 2) The gym is open from 10AM to 5PM Monday to Friday.
- 3) The gym door must be closed at all times while in use for security purpose.
- 4) Owners and residents are responsible for keeping the gym neat and clean.
- 5) All persons using the gym are required to log into the gym logbook.
- 6) Owners and residents will be charged for any damage, repair or replacement required to the gym facility or equipment that is caused by misuse.
- 7) Food, smoking or glass containers are prohibited in the gym.
- 8) Alcohol is not permitted in the gym.



- 9) Contact surfaces must be wiped down after equipment in the gym has been used.
- 10) Free weights/dumbbells must be restacked in the appropriate rack.
- 11) Anyone unfamiliar with the proper use of a specific piece of equipment should refer to the directions provided on the equipment or the manual. Equipment manuals are available by the gym logbook.
- 12) Any equipment damage or misuse must be reported to the HOA or the staff immediately.
- 13) Video surveillance is on 24 hours inside the fitness room and is for your piece of mind and the exclusive use of the Association only.
- 14) Owners and residents must make sure that the gym door locks behind them upon leaving.
- 15) Exercise equipment/materials should not be removed from the gym at any time.
- 16) Proper attire and athletic shoes should be worn at the gym as buckles, snaps and buttons ect on street clothes can pose a risk to gym users and equipment.
- 17) Pets are not allowed in the gym at any time.
- 18) Loud music is not allowed in the gym.
- 19) No rough housing or horse play is allowed in the gym.
- 20) Any persons who violate these rules will be subject to the fines established in the Sunn Fjord HOA rules and regulations along with damages and may be prohibited from using the gym for up to one year at the boards' discretion.

#### T. SATELLITE DISHES / ANTENNA

The use of satellite dishes are permitted provided the following conditions.

Satellite dishes may not be attached to any portions of the buildings and are required to be within your Limited Common Area (i.e. patio / balcony). They may not be attached to the railings or otherwise bolted to any portions of the buildings. Dishes may not be overhanging, protrude from or be placed outside the patio / balcony area or the limited common element.

Satellite dish may not exceed 1 meter in diameter.

Drilling into the building to accommodate wiring is prohibited to preserve a maximum life of the buildings components. Flat cable is recommended to be used through an existing window or door. Wire may not be stapled, or strung on any siding area and must be confined to your Limited Common area.

Dishes found in common areas such as the roof are subject to immediate removal at the unit owner's expense.

Damages caused by improper satellite dish installations will be chargeable to the owner.

Dishes must be free from falling or from presenting other hazards which may be caused to persons or property.

Some owners have had their satellite dishes grandfathered into the association prior August 1, 2009.

#### U. INSURANCE

Owners are required to purchase condominium homeowners policy insurance, commonly referred to as form H06 and in the event of the unit being rented, renters insurance which is commonly referred to as form H04 to protect the personal property of the resident / tenant. **Owners are also advised to purchase Loss Assessment protection.**

#### V. UNIT MODIFICATION

Owners shall not make any changes in a unit which affect the structural integrity, building systems or sound transmission characteristics of the building. Any modifications completed prior to August 1, 2009 are grandfathered in; SUBJECT TO presenting to the Board a completed Unit Modification form for the purpose of 'historical documentation.' If you received a written copy of the Board approval for any modification; this form is not necessary as your information is already on file.

Change from carpeting to hard surface flooring in any portion of a unit will require Board approval through issuance of the Unit Modification request form. The board will only approve requests that provide adequate soundproofing for units below.

Owners must inform the Board of any remodeling or other major construction work to be done in their unit. The Board should be provided with the name and phone number of the contractor/designer and/or sub-contractor and an emergency number. A unit modification request form may be obtained by contacting the Facilities Manager or the Property Manager; it is also posted on the website. Unit Modification requests must be presented to the Board in writing. The Board is allowed 30 days to review and offer approval for any Unit Modification request.

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

Removal of trash from the premises is the owners, contractor or mover's responsibility. Remodeling debris may not be disposed of in the Associations garbage receptacles and must be hauled off site by the owner at their expense. This also applies to paint cans, wood, carpet scraps, appliances, hazardous materials such as televisions, computer monitors and the like.

The workers or owners, in compliance with the Puget Sound Air Pollution Control Agency, must properly dispose of all combustible petroleum, or otherwise environmentally hazardous materials. **Do not** dispose of such materials via the dumpsters.

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

Personal items may not be placed or left in the common areas, during the unit modification.

Water shut off to any unit other than your own requires a 3-day notice to the Property Management company AND Facilities Manager (scope of work must be included with notice). Water work must be completed within 2 hours or less, if possible. Emergency plumbing repair is not included here.

Location of the main water supply to your Unit should be found near your hot water tank. You may find the shut off to your commode at the wall in back of your commode. If you need to shut off water to your sink or dishwasher, they are located under the sink on the wall. Washing machine shut-off connections are near the hose at your washing machine. If leaving for an extended period of time, you may want to consider shutting off the main water supply.

Owners are responsible for any damage to common or limited common areas as a result of their personal construction or personal unit modification.

Unless otherwise approved by the Board, work may be done only on Monday through Friday between 8 a.m. and 7 p.m. and on Saturdays and Sundays between 10 a.m. and 7 p.m.

## W. MEETINGS

Homeowners Meetings are held at least annually for all homeowners.

The Board of Directors will hold Regular Meetings, typically monthly. The Regular Meetings are intended to allow the Board to conduct business on behalf of the association. Owners are welcome to attend Regular Meetings as observers. The Board may allow for but are not required to hold an open forum segment during the regular board meeting to allow you to offer comments or suggestions.

All homeowners are encouraged to attend the Regular meetings. ***Please note that any homeowner, who would like to discuss a specific concern, should contact Property Manager Brandy Markland a [brandym@suhrco.com](mailto:brandym@suhrco.com) or by phone at (425) 455-0900 to have his/her concern put on the agenda for the meeting. The agenda item must also be submitted in writing to Marcel prior to the meeting.*** If you are a homeowner who just wants to attend the meeting and you don't have a specific issue to discuss, it is not necessary to contact Marcel prior to the meeting.

### ▪ IMPORTANT CONTACT INFORMATION:

For, copies of the governing documents, meeting minutes and general information and updates please visit our web site at: [www.sunnfjordcondos.com](http://www.sunnfjordcondos.com)

Brandy Markland-Regional Property Manager:  
SUHRCO Residential Properties LLC  
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[brandym@suhrco.com](mailto:brandym@suhrco.com)  
Tel. (425) 455-0900

Robert (Bob) Michael, Facilities Manager  
Sunn Fjord Condominium Association  
1760 W Sunn Fjord Ln # 100  
Bremerton WA 98312

[robertmichael7200@comcast.net](mailto:robertmichael7200@comcast.net)  
Tel. (360) 373-1640  
After Hours-(425) 455-0900

These House Rules and Regulations were adopted by the Board on July 27, 2011 with input from the Sunn Fjord House Rules Committee and other Sunn Fjord Homeowners.