



RULES AND REGULATIONS

Cascade Crest Condominium

2013

CASCADE CREST CONDOMINIUM RULES AND REGULATIONS

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CASCADE CREST CONDOMINIUM OWNERS ASSOCIATION

RULES AND REGULATIONS

- 1) **Preamble.** With mutual cooperation of all members of the Association, the Cascade Crest Condominium can be an outstanding and enjoyable place to live. To foster this goal, as well as to protect financial investments, the Board of Directors has amended and restated these Rules and Regulations, to supersede all previously adopted Rules and Regulations. These Rules and Regulations will assist in safeguarding the property, safety, privacy, and peace of mind of all Members. These Rules and Regulations are grounded upon, and are additional to, the Condominium Act of Chapter 64.34 of the Revised Code of Washington (RCW), the Condominium Declaration of Cascade Crest, and the Bylaws of the Association.
- 2) **Definitions.** Definition of words applicable to the Cascade Crest Condominium and to these Rules and Regulations may be found at RCW 64.34.020 and at Article 1 of the Condominium Declaration.
- 3) **Use in General.** The Buildings and Units, Limited Common Elements, and Common Elements within the Cascade Crest Condominium complex are restricted to use as single family residences. Single family residence use includes social and other reasonable activities normally incident to such use. Single family residence use shall not include any business, trade, occupation, or other commercial activity. Unit Owners are responsible for compliance by tenants, family members, and invitees with the law, the Condominium Declaration, the Bylaws, and these Rules and Regulations. The Cascade Crest Condominium is a zero-tolerance area and presence or use of illegal drugs is prohibited.
- 4) **Use, Maintenance and Alteration of Units.** The following Subsections of this Section, in general, restate provisions of Article 11 of the Condominium Declaration and are included here for convenience. The precise definition of “Unit” is found at RCW 64.34.020 (31) and RCW 64.34.204 and also at Section 1.1 (bb) of the Condominium Declaration. In summary, a Unit consists of the interior of each separate dwelling together with the interior of its assigned garage.

- a. No Unit shall be leased, rented, or otherwise demised or be subject to any form of tenancy except in strict conformance with the provisions of **Appendix “D”, Leasing Policy**, to these Rules and Regulations.
- b. Each Owner shall, at the Owner’s sole expense, keep the interior of his or her Unit and its equipment, appliances, and fixtures in a clean and sanitary condition, free of rodents, insects, and pests, and in good order, condition, and repair. Owners shall accomplish interior redecorating and repainting at any time necessary to maintain a good appearance and condition of the Unit.
- c. Each Owner shall, as necessary, maintain, repair, or replace any plumbing fixture, water heater, fan, heating or cooling equipment, electrical fixture, or appliance within the Unit, or otherwise serving only the Unit, and shall promptly replace any glass in windows or sliding door of the Unit which becomes cracked or broken and any window or door screens which becomes damaged.
- d. No air conditioning unit or equipment, or fans may be installed in or through a window or window opening of the Unit, or be otherwise installed or positioned so as to be visible from the exterior of the Unit. Violation of this prohibition may result in imposition of fines and summary removal of the offending unit and equipment at the Owner’s expense. Portable air conditioners with vents or ducts to a window may be authorized by the Board of Directors pursuant to the provisions of **Appendix “C” Portable Air Conditioner Window Venting Guidelines**, to these Rules and Regulations.
- e. The interior of front room and bedroom windows shall be provided with window coverings. All window and sliding glass door coverings shall be vertical or horizontal blinds or fabric draperies of solid white, cream, or subdued color without design, logo, or motif.
- f. An Owner may make alterations or improvements to his or her Unit providing that such alterations or improvements do not affect the structural integrity, the mechanical or electrical systems, or lessen the support, of any portion of the Building, and providing further that all is in compliance with applicable building codes, rules, regulations, and ordinances of the City of Vancouver and Clark County.
- g. Nothing shall be done or kept in any Unit that could increase the premium, or cause cancellation, of the insurance carried by the Association.
- h. Nothing shall be done or kept in any Unit which could constitute a fire hazard, a hazardous materials incident, or otherwise be in violation of any law, ordinance, code, or regulation of any governmental entity having jurisdiction.

- i. No noxious or offensive activity may be carried on in any Unit, nor may anything be done within any Unit which may be, or may become, an annoyance or nuisance to other Owners or tenants.
 - j. Toilets and drains within each Unit shall be used only for the purposes for which they are intended and shall not be used for disposal of grease, petroleum products, or flammable or hazardous materials. Damage or cleaning of Common Element plumbing and drain lines caused by misuse in this regard shall be assessed against the responsible Unit or Units and Owner or Owners.
 - k. A minimum temperature of 55 degrees Fahrenheit shall be maintained in all Units during the cold weather months of November through April to prevent damage to common plumbing by freezing.
- 5) Use of Fireplaces.** Fireplaces shall be used for the purposes for which they are intended and not for central heating and subject to the following restrictions.
- a. Only firewood or pressed wood-particle fire logs shall be burned in the fireplaces.
 - b. No trash, paper waste, painted or treated wood, or flammable liquids shall be burned in the fireplaces.
 - c. Fires in fireplaces shall be limited in size and intensity so as not to result in fire or heat damage to the flue, other Common Elements, or Limited Common Elements.
 - d. Because the fireplaces incorporate no clean-out provisions, accumulated ash must be allowed to cool completely for at least twenty-four hours, preferably in a metal container, and shall then be placed in a plastic bag, completely sealed to prevent escape of any ash, and may then be placed in the solid waste dumpster.
 - e. The cost to repair damage to Common Elements, Limited Common Elements, or to the dumpster, caused by failure to comply with the foregoing restrictions, or any other misuse of a fireplace, shall be assessed against the responsible Unit and Owner.
- 6) Use, Alteration, and Maintenance of Limited Common Elements.** The term “Limited Common Element” is defined at RCW 64.34.020(22) and at Section 7.1 of the Condominium Declaration. In summary, Limited Common Elements consist of decks, storage rooms accessed from the decks, exterior doors and windows, and also the storage room attached to Unit 5411A. Each Unit has exclusive right to use its assigned Limited Common Elements, subject to Association responsibilities and these Rules and Regulations.

- a. Each Owner shall, at the Owner's sole expense, keep the Limited Common Elements of his or her Unit in a clean and sanitary condition, free of rodents, insects, and pests.
- b. Nothing shall be done or kept in or on any Limited Common Element that could increase the premium, or cause cancellation of the insurance carried by the Association.
- c. Charcoal grills shall not be used in or on any Limited Common Element and nothing else shall be done or kept which could constitute a fire hazard, a hazardous materials incident, or otherwise be in violation of any law, ordinance, code, or regulation of any governmental entity having jurisdiction.
- d. No noxious or offensive activity may be conducted in or on any Limited Common Element, nor may anything be done in or on any Limited common Element which may be, or may become, an annoyance or nuisance to other Owners or tenants.
- e. No Owner shall modify, paint, or otherwise decorate any Limited Common Element, except by prior written consent of the Board of Directors.
- f. No decals, paintings, drawings, logos or other markings may be placed on window glass, except temporary holiday decorations.
- g. Flower pots and similar containers shall not be placed directly on deck boards, in order to prevent rot.
- h. No flower pots or other items shall be place in or on upper decks in such manner as to allow water, soil, or other material to fall onto a lower deck.
- i. Decks shall not be used for storage of firewood, trash or trash containers, plastic or paper bags or boxes whether empty or containing material, bicycles, vehicle tires or parts, power saws or other power tools, or any other items visible from outside the deck which present an unsightly appearance.
- j. No clothing, bedding, or other fabric items or material shall be hung within decks or upon railings of decks or within any Limited Common Element if visible from other Units or other Limited Common Elements.
- k. Holiday decorations may be temporarily displayed on State recognized holidays and winter holiday decorations, lights, and displays may be temporarily installed no earlier than December 1 of each year and shall be removed no later than January 15 of the following year. Decorations appertaining to other recognized holidays may be displayed for the period of two days before and two days after the date of the holiday.

- l. The cost to repair damage to Limited Common Elements caused intentionally or negligently by an Owner, or his or her tenants, family members, or invitees, or by misuse of Limited Common Elements, including improper use of gas or electrical appliances, or extension cords in or on Limited Common Elements, shall be assessed against the responsible Unit and Owner.

- 7) Use of Common Elements.** The term “Common Elements” is defined by RCW 64.34.020 (6) and Section 6.1 of the Condominium Declaration. Everything within the Cascade Crest Condominium complex, other than Units and Limited Common Elements, are Common Elements. The exteriors and structural components of the Buildings, the driveways, walkways, planting areas, lawns, trees, botanical plants, and perimeter fencing are within the classification of Common Elements. Each Owner, and his or her family members, tenants, and invitees have an undivided joint right with all other Owners to use the Common Elements for the purposes for which they are intended without hindering or encroaching upon the rights of other Owners or tenants. Use of Common Elements is subject to provisions of the Condominium Act, the Condominium Declaration, Bylaws, and these Rules and Regulations.
- a. In order to preserve a uniform exterior appearance of the Buildings, no Owner may modify, paint, decorate, or otherwise place anything upon Common Elements, including the exterior of Buildings, windows, screens, and doors, except by prior written consent of the Board.
 - b. Nothing may be altered, constructed on, added to, or removed from any portion of the Common Elements, except by prior written consent of the Board.
 - c. No radio, television, telephone or other electronic device, and associated wiring or cabling, shall be installed on the exterior of any Building or any other portion of the Limited Common Elements, or Common Elements, without the prior written consent of the Board. Installation of over-the-air-reception-devices, including satellite dishes, may be permitted only as provided by **Appendix “B” Satellite Dish Installation Policy**, to these Rules and Regulations.
 - d. No noxious or offensive activity shall be conducted in or on the Common Elements. Burning or fires on Common Elements are not permitted, with the exception of temporary use of gas or charcoal barbeque grills in a safe manner.
 - e. Owners shall not use any portion of the Common Elements, specifically including planting areas and lawns, for temporary or permanent storage of outdoor furniture, barbeques, toys, or any other item or material. Items left in violation of this Subparagraph may be summarily disposed of without notice, in addition to imposition of fines pursuant to these Rules and Regulations.
 - f. Use of lawns and all other portions of the Common Elements for purposes normally incidental to residential use shall be without damage. All outdoor furniture, barbeques, toys, and all other items used temporarily on lawns and other

portions of the Common Elements shall be promptly removed when the use is ended and, in no event, shall be left on Common Elements overnight. Items left in violation of this Subparagraph may be summarily disposed of without notice, in addition to imposition of fines pursuant to these Rules and Regulations.

- g. Portable or permanent sporting fixtures or facilities, including but not limited to basketball backboards and hoops, hockey, volleyball, and badminton nets, and skateboard, roller skate, or inline skate jumps, shall not be placed on lawns or other Common Elements, except temporarily with prior written consent of the Board.
- h. Walkways, driveways, entrances, stairways, and landings shall, at all times, be kept free of obstructions of any kind.
- i. No vehicle repairs shall be conducted on driveways or other Common Elements, except replacement of lamps, changing of flat tires, jump starting, and fluid replenishment, but not including the changing of oil or other fluids, provided that no used parts or litter are left and providing that no petroleum products or coolant or other fluids are spilled upon asphalt or other surfaces of the Common Elements.

8) Parking and Vehicles. Each Unit includes an enclosed, one-car garage, with the exception of the Unit known as 5411D which is assigned the one surface parking space immediately adjacent to the east end of the Building 5411 garage building, as a Limited Common Element. In addition, parking spaces may be reserved by the Board for use of Owners holding a current, authorized disabled parking permit. The remaining surface parking spaces are not sufficient to provide parking for each Unit and are, therefore, Common Elements for the undivided joint use of all Units, subject to the restrictions and requirements set out in **Appendix “A”, Rules and Regulations Concerning Parking and Vehicles** to these Rules and Regulations.

9) Signs. No signs of any kind shall be displayed to public view on or from any Unit, including windows, Limited Common Elements, or Common Elements. Signs advertising Units for sale or for lease, and realtors’ signs and sandwich boards advertising open house events are specifically prohibited. Signs reasonably necessary to give notice of speed limits, parking restrictions, gate cautions, and other information as authorized by the Board may be installed and displayed at the direction of the Board.

10) Garbage and Recycling. The Association provides for solid waste collection by means of a large dumpster for garbage. The collection of recyclables is provided by means of a small dumpster, two bins for mixed recyclable material except glass, and one bin for glass recyclables.

- a. Only solid waste, garbage and trash, as approved by Waste Connections, Inc., and accumulated incident to use of a Unit shall be placed in the large dumpster. Recyclable materials shall not be placed in the solid waste dumpster.
- b. No solid waste accumulated outside the Cascade Crest Condominium shall be placed in the dumpster.
- c. “Bulky items” as defined by Waste Connections (such as mattresses, furniture, and construction debris) shall not be placed in the solid waste dumpster or the recycling dumpster and bins.
- d. No hazardous waste, household hazardous waste, televisions, computers, other electronic devices, or batteries shall be deposited in the solid waste dumpster or the recycling dumpster and bins.
- e. Recyclable mixed materials shall be placed in the appropriately marked small dumpster, the two marked bins for mixed recyclables, and the one marked bin for glass recyclables.
- f. Cardboard boxes shall be flattened prior to deposit in the recyclables dumpster or bins.
- g. Container lids are solid waste, not recyclable material, and shall be removed from containers which shall then be crushed, whenever possible, prior to deposit in the recycling dumpster or bins.
- h. Plastic bags are solid waste and shall not be placed in recycling bins.
- i. Solid waste, garbage, trash, and plastic bags shall not be placed in any recycling dumpster or bin. Violation of this provision is also a violation of Section 6.12.215 of the Vancouver Municipal Code and could result in issuance of a Notice of Violation, as well as a gross misdemeanor charge.
- j. No solid waste or recyclable materials shall be left outside the appropriate dumpster or bin. If a dumpster or bin is full, solid waste or recyclables must be properly stored in a Unit, storage room, or garage until the dumpster or bin is emptied by the collection company.
- k. In all matters concerning recycling, Owners and tenants shall follow the current Apartment/Complex Tenant Newsletter published by Waste Connections, Inc. and mailed to “occupants” at all Unit mailing addresses. Recycling information is also available at www.wcnorthwest.com.

11) Pets. No animals of any kind shall be kept or permitted in or on Units, Limited Common Elements, or Common Elements, except domestic dogs, cats, and customary household pets kept inside Units, subject to the following conditions.

- a. No animals shall be bred, raised, or kept for commercial purposes.
- b. No more than a total two (2) dogs and cats shall be kept by the Owner or Tenant of any Unit.
- c. All dogs and cats shall be validly licensed by Clark County, as agent of the City of Vancouver, which requires that all such dogs and cats be currently inoculated against rabies.
- d. Dogs shall not be allowed to roam on the lawns, planting areas or other portions of the Common Elements unless controlled by the owner, or another person authorized by the owner, by means of a leash.
- e. Feces deposited by dogs on lawns, planting areas, or any other portion of the Common Elements shall be immediately removed by the dog's owner or custodian, be placed in a plastic bag, and be properly disposed as solid waste.
- f. No dog shall be staked, chained, or tied to any Common Element. No dog shall be chained or tied to any Limited Common Element in such manner as to allow the dog to enter upon Common Elements.
- g. Pets creating or causing a nuisance by habitual howling, yelping, barking or other noise which disturbs or annoys Owners to an unreasonable degree may be ordered to be permanently removed from Cascade Crest Condominium upon three (3) days notice by the Board, in addition to other available remedies. A nuisance includes continuous noise for a period of ten (10) or more minutes or intermittent noise for a period of thirty (30) or more minutes
- h. Any dog which snaps, growls, barks, jumps at or upon, or otherwise threatens persons on lawns, walkways, driveways, or any other portion of the Common Elements, is a nuisance and may be ordered removed in the manner provided in Subsection (g), above.
- i. Any animal kept, harbored, or maintained while known to have a contagious disease, unless under treatment of a licensed veterinarian, is a nuisance and may be ordered removed in the manner provided in Subsection (g), above.
- j. Any unspayed female animal upon Limited Common Elements or Common Elements while in estrus, is a nuisance.
- k. As a matter of law, the provisions of Section 8.24.150 of the Vancouver Municipal Code, proscribing vicious behavior of animals, shall apply to the Cascade Crest Condominium.

12) Noise. The maximum permissible environmental noise levels set forth at Section 173-60-040 of the Washington Administrative Code are applicable to the Cascade Crest Condominium. In general, that regulation limits sounds within residential areas to 55 decibels during daytime hours, with a reduction to 45 decibels from 10:00 p.m. to 7:00 a.m., each day of the week. However, local, more restrictive regulations, are permitted. In order to preserve tranquility and quiet enjoyment within the close proximity of all Units and Common Elements of the Cascade Crest Condominium, more specific noise regulations are appropriate, as follow.

- a. No person shall make, continue, or cause to be made or continued any loud, unreasonable, unnecessary, or unusual noise, or any noise which either annoys, disturbs, injures, or endangers the comfort, repose, health, peace, or safety of any Owner or tenant.
- b. The operation of power tools or equipment relating to projects for hobby, maintenance, repair, furnishing or decorating of Units shall be permitted only within the hours of 8:30 a.m. and 9:00 p.m. daily.
- c. Necessary demolition, construction, remodeling, drilling or excavation work on Limited Common Elements or Common Elements, under auspices of the Board, may be permitted during other hours when deemed to be necessary,
- d. The operation or playing of drums or any electrically or electronically amplified musical instrument is prohibited.
- e. The operation or playing of any radio, television, phonograph, audio equipment, electronic device, or permitted musical instrument within a Unit or Limited Common Element shall be limited to a sound level that cannot be distinctly heard in any Unit other than the Unit from which the sound originates, or in Common Elements.
- f. The operation or playing of any radio, television, phonograph, audio equipment, or electronic device within Common Elements is prohibited unless the sound emanating from any such device is confined to personal earphones.
- g. Creation of any loud unnecessary noise in connection with the loading or unloading from or onto any vehicle or the opening and closing of boxes, crates, or other containers is prohibited.
- h. The foregoing noise restrictions shall not apply to emergency vehicles or emergency work to restore utilities or property to a safe and serviceable condition or to solid waste and recyclable materials collection.
- i. The foregoing noise restrictions may be waived for reasonable events or other purposes with the prior written consent of the Board.

13) Fireworks. No fireworks of any kind shall be used or discharged within the Cascade Crest Condominium complex. Fireworks shall not be maintained or stored in any Unit or Limited Common Element at any time, except on July 2, 3, and 4 of each year. The cost of repair of damage to Limited Common Elements and Common Elements caused by the discharge of fireworks shall be assessed against the responsible Unit and Owner, as will the cost of clean-up and removal of spent, discharged, or abandoned fireworks from Common Elements.

14) Satellite Dishes and Over-the-Air Reception Devices. The installation of over-the-air reception devices, including satellite dishes and accessory wiring and cabling, on Common Elements and Limited Common Elements requires prior approval of the Board of Directors. See **Appendix “B”, Satellite Dish Installation Policy**, of these Rules and Regulations for the regulations.

15) Recovery of Costs Due to Violations. The cost of repairing, correcting, or replacing any and all Limited Common Elements and Common Elements damaged by violation of the Condominium Act, Condominium Declaration, Bylaws, or these Rules and Regulation, and the cost of removing unauthorized physical constructions, obstructions, or other items from Common Elements, together with reasonable attorney fees and costs if the Association prevails in judicial or arbitration action for injunctive or other relief, shall be assessed against the Unit and Owner who caused or permitted, or whose family member, invitee, or tenant caused or permitted, the damage or necessity for removal.

16) Enforcement of the Condominium Declaration and Rules and Regulations.

- a. If an Owner is disturbed by the actions of another Owner or resident, or an Owner’s tenant or invitee, which are believed to be in violation of the Condominium Declaration or these Rules and Regulations, the Owner must first attempt to contact the Owner or offending party and attempt to resolve the disturbance.
- b. Disturbances regarding pet nuisances and/or vicious animals must be reported to the local Clark County Animal Control authority. In addition, violations of Section 11 (“Pets”) of these Rules and Regulations may also be reported and acted upon as provided in that Section.
- c. Disturbances regarding unreasonable noise constituting a public nuisance, particularly during City recognized quiet hours of 10:00 p.m. to 7:00 a.m. must be reported to the Vancouver Police Department, through the 911 dispatch system for an officer response. Such complaints and police response should also be reported to the Board and additional action may be taken by the Board. Other violations of Section 13 (“Noise”) of these Rules and Regulations may be reported to the Board for action as provided in that Section.

- d. If an Owner becomes aware of a violation of provisions of the Condominium Declaration or these Rules and Regulations which violation does not involve a disturbance the Owner may report the violation to the Board of Directors. The report shall be in writing signed by the reporting Owner or Owners.
- e. The person making the complaint must be an Owner and member of The Cascade Crest Condominium Owners Association. Tenants must advise their Owner of observed violations and the complaint must be submitted by the Owner. Anonymous reports will not be acted upon. The Association will protect the confidentiality to the extent allowed by law, if desired, and if possible in pursuing enforcement action.
- f. The person making the complaint must include as much information regarding the violation as possible. Information should include the Owner and/or Unit believed to be in violation, the nature of the violation, the dates, times and duration of the violation, and any actions taken by the reporting Owner to resolve the violation.
- g. Upon confirmation of the violation, or upon direct observation of a violation by a member of the Board of Directors, a notice of intent to impose a fine, or fines, shall be sent to the Owner, by email if consent to notice by email is on file, or by first-class mail through the U.S. Postal Service.
- h. Any and all charges and fees, including those based on hourly rates, of any management agency contractually representing the Association, relating to any action, omission, or violation of an Owner or the Owner's relatives, tenants or invitees shall be stated on the notice of intent to impose a fine or fines, and all such charges and fees together with all additional charges and fees of the management agency for subsequent processing, communications, hearings, and other actions relating thereto shall be added to the Owner's assessment account and automatic lien and shall be reimbursed by the Owner to the Association.
- i. The Owner shall have seventy-two (72) hours in which to reply by email or by mail through the U.S. Postal Service with a request for a hearing before the Board for the purpose of denying and disputing the violation and imposition of fine. If such a request is not timely transmitted or postmarked the fine or fines shall be imposed. Fines shall be levied in accordance with the Schedule of Fines set forth below.
- j. In addition, if deemed appropriate by the Board of Directors, the notice shall include demand to abate, remove, or otherwise correct the violation or violations within a specified time period. Notwithstanding the foregoing, the Board shall, if deemed appropriate, summarily abate, remove, or correct violations involving unauthorized use of the exterior of buildings, or other violations, at the cost of the Owner.

- k. If a request for hearing is timely received, the Board shall set a hearing at a special meeting called for the purpose of providing the Owner with an opportunity to dispute or explain the violation and imposition of any fine or other demanded action.
- l. The Board shall determine, at any hearing, based upon any written documentation, statements, and other evidence, whether the violation was committed and whether the fine or fines, and other action or costs are appropriate. The Board's decision shall be final, subject to the right, if any, of an aggrieved party to seek arbitration pursuant to Article 35 of the Condominium Declaration.
- m. Unpaid fines, unpaid costs of corrective action, and unpaid charges and fees of the management agency shall be an assessment subject to the Association's lien against the Owner's Unit, pursuant to Section 18.1 of the Condominium Declaration, and shall also be a personal obligation of the Owner subject to collection action.
- n. Nothing herein shall prohibit the Board of Directors from taking any other action, including referral to the Association's attorney and including legal action, in substitution for or in addition to the procedures specified in this Section.
- o. Owners are responsible for all actions of their family, guests, invitees, and tenants. Owners of leased Units are responsible for ensuring compliance by their tenants with the Condominium Declaration and with these Rules and Regulations and for notifying their tenants of any and all violations, and for securing compliance. Obtaining reimbursement of fines and costs from tenants, if desired, is the sole responsibility of leasing Owners. The Association is not obligated to provide copies of these governing documents to tenants.

17) Schedule of Fines. Fines, as authorized by RCW 64.34.304 (k) and Section 16.6 of the Condominium Declaration, shall be imposed in accordance with the following schedule against Units and Owners for violations of the Condominium Declaration or these Rules and Regulations, and for creating or permitting nuisances, subject to provisions of the foregoing Section:

- a. A fine of Fifty Dollars (\$50.00) upon a first violation within a twelve-month period;
- b. An additional fine of Seventy-Five Dollars (\$75.00) if any demanded corrective action is not completed within the time specified in the demand and also for any second violation of any kind within a twelve-month period; and
- c. An additional fine of One Hundred Fifty Dollars (\$150.00) if any demanded corrective action is not completed within ten days after the time specified in the

demand and also for any third and every subsequent violation of any kind within a twelve-month period.

18) Collection of Assessments. All matters regarding payment of monthly assessments, including additional charges imposed on delinquencies, are governed by the Washington Condominium Act and terms of Sections 17 and 18 of the Condominium Declaration, and by the following.

- a. Monthly assessments (dues) are due on the first day of the month and, if not paid, accrue interest at the rate of 12% per annum until paid and automatically become a lien against the Unit.
- b. A late charge of Thirty-Five Dollars \$35.00 is added to any assessment unpaid on the tenth (10th) day of the month.
- c. If a payment check is dishonored or not accepted by the bank due to insufficient funds (NSF) or any other reason, the sum of Forty Dollars \$40.00), pursuant to RCW 62A.3-515, will be added to the Owner's assessment, and a Notice of Dishonor may be sent to the Owner.
- d. All costs associated with any action to collect delinquent assessments, including attorneys' fees whether or not legal action is commenced, shall be added to the assessments against a Unit and the Owner's obligation.
- e. Payments received from Owners shall be applied to the Owner's account in the following order, as may be applicable:
 - First to costs of collection, attorneys' fees, and court costs;
 - Then to costs of removal, repair, replacement, or clean-up necessitated by damage or violations chargeable to the Owner;
 - Then to interest accrued on any unpaid balance;
 - Then to fines levied against the Owner;
 - Then to special assessments, if any;
 - Then to delinquent monthly assessments, including late fees; and
 - Then to current monthly assessments.
- f. The Board of Directors shall have authority to employ all methods of collection of delinquent sums as authorized by law and the Condominium Declaration and

may, in its discretion, enter into agreements for installment payment of delinquencies on such terms as the Board may determine to be appropriate.

19) Mortgagee, Financial, and Resale Information.

Requests for Resale Certificates, transfer of ownership and membership in the Association, Statements of Unpaid Assessments, FHA or other mortgage information, will be honored subject to payment of the following fees:

- a. Resale Certificates, Two Hundred Dollars (\$200.00);
- b. Buyer's Transfer of Ownership Fee, One Hundred Seventy Five Dollars (\$175.00);
- c. Statement of Unpaid Assessments, Twenty Five Dollars (\$25.00);
- d. Condominium Information and completion of forms for financing purposes, Fifty Dollars (\$50.00).

Appendixes Continue on the Following Pages

APPENDIX “A”

Rules and Regulations Concerning Parking and Vehicles

1) Vehicle Registration and Parking Permits.

- a. Reference is made to Section 8 of the Rules and Regulations.
- b. All vehicles must be registered with the Association. A Form CCCOA-1 registration form identifying the Owner, address and contact information and the year, make, model, color, and license plate number of each vehicle is required.
- c. Vehicle registrations must be updated as necessary to ensure that all information is current. All newly acquired vehicles must be registered within ten (10) days of acquisition. Failure to register an owned vehicle will subject the responsible Owner to fines even if a parking permit is properly displayed on the vehicle.
- d. In addition to fines as specified in the preceding subparagraph, any unregistered vehicle shall be subject to immediate impound without notice, even if a parking permit is displayed on the vehicle. Parking permits are issued to Owners for use only on vehicles which they have caused to be registered.
- e. Owners are requested to park one vehicle within their owned garages. In the case of Unit 5411D, one vehicle shall be parked in the assigned limited common element surface parking space (see Section 8 of these Rules and Regulations). Owners in possession of more than one registered vehicle may apply to the Board of Directors for issuance of one (1) parking permit. No Owner shall park more than one registered vehicle in common element surface parking spaces at any one time.
- f. No vehicle may be parked in any common element surface parking space without visible display of a valid parking permit on the lower left interior of the driver's-side windshield, and any vehicle found in violation of this provision shall be subject to immediate impound without notice.
- g. If lost, replacement parking permits shall be issued upon written application on Form CCCOA-2 and payment of a fee of Twenty-Five Dollars (\$25.00) each. Lost parking permits shall be invalid.
- h. Parking permits may be passed to new Owners and to new tenants under a newly authorized lease but shall only become valid upon submission of the required vehicle registration form.

- i. When necessary to permit use of a common element surface parking space by a vendor or service provider, in circumstances where a vehicle is required or entry through the pedestrian gate would be unusually burdensome, an Owner may request from the Board a temporary permit which may be issued on such conditions as may be deemed appropriate.
- j. If an Owner has need for the temporary use of a rental, loaner, or other non-owned and unregistered vehicle, an Owner may request from the Board authority to use the Owner's issued parking permit, or for a temporary permit, for that purpose, which authority may be issued on such conditions as may be deemed appropriate.

2) Vehicle Gate Access and Key Fobs.

- a. The keypad at the vehicle entrance gate is for use by vendors, service providers, and first responders using keypad codes assigned by the Board of Directors. Any other use is prohibited. If any Owner becomes aware of any other knowledge of, or use of, such assigned codes should notify the Board so that unauthorized entry does not occur.
- b. Each Condominium Unit is entitled to two (2) key fobs for vehicular entry through the gate. A selling Owner is responsible for providing issued key fobs to the purchasing Owner. In event of failure of this required transfer, the purchasing Owner must purchase replacement key fobs.
- c. The loss of a key fob is to be reported to the Board immediately to prevent unauthorized entry and potential liability of the Owner resulting from such entry. Lost key fobs will be immediately deactivated. Replacement key fobs shall be issued upon written application on Form CCCOA-2 and payment of a fee of Thirty-Five Dollars (\$35.00) each.
- d. Key fobs may be passed to new Owners and to new tenants under a newly authorized lease but shall only become valid upon submission of the required vehicle registration form. Absent such new registration, key fobs will be deactivated.

3) General Vehicle Regulations.

- a. The speed limit within the Cascade Crest Condominium is ten (10) miles per hour. Vehicles shall be driven only on common element driveways and at a speed not in excess of that maximum. Drivers shall, at all times, be aware of, and grant the right-of-way to, pedestrians and children. Horns may be sounded only in emergencies or when necessary to give warning of the vehicle's approach to pedestrians, children or other vehicles and, in such cases, sounding of a horn shall be kept to the minimum duration reasonably necessary.

- b. Motorized vehicles not legally equipped and licensed for travel on public streets shall not be operated on Common Elements, including driveways.
- c. Parking, outside of garages, is permitted only within marked common element parking spaces. Any vehicle not properly parked within a single, marked common element parking space is subject to immediate impound without notice.
- d. Only vehicles commonly known as automobiles, sport utility vehicles, mini-vans, vans, or one-half or three-quarter ton pick-up trucks may be parked in surface parking spaces. Irrespective of vehicular classification, no vehicle which cannot be totally confined within the marked boundaries of a parking space may be parked therein. No vehicle shall be parked in a marked parking space, or otherwise, if the width of fire access on the driveway is thereby reduced from the twenty-foot clear width required by the City Fire Code.
- e. No inoperable vehicles, no vehicles not equipped and licensed for travel on public streets, and no trailers, recreational vehicles, motor homes, commercial trucks, boats or watercraft may be parked in common element parking spaces.
- f. No vehicle repairs shall be conducted on driveways or other common elements, except replacement of lamps, changing of flat tires, jump starting, and fluid replenishment, but not including the changing of oil or other fluids, and similar minor maintenance, provided that no used parts or litter are left and providing that no petroleum products or coolant or other fluids are spilled upon asphalt or other surfaces of the driveway or other common elements. Owners who permit deposit or leakage of hazardous, petroleum-based, or other substances which cause damage to driveway surfaces or other common elements shall be responsible for costs of cleanup and repairs.
- g. Vehicle washing shall be confined to paved areas of the common element driveways which drain to a catch basin for discharge of wastewater to the City water quality treatment facility.
- h. Common element parking spaces shall not be used for storage of any kind, nor for any purpose other than temporary vehicular parking. Any vehicle parked in one common element parking space without being moved for more than five (5) consecutive days may be presumed to be in storage.
- i. Garage doors must remain closed except when a responsible person is in attendance. Vehicles of a length that does not permit complete closing of a garage door shall not be parked in the garage.
- j. The maximum permissible environmental noise levels set forth at Section 173-60-040 of the Washington Administrative Code are applicable to the

Cascade Crest Condominium. In general, that regulation limits sounds within residential areas to 55 decibels during daytime hours, with a reduction to 45 decibels from 10:00 p.m. to 7:00 a.m., each day of the week. Vehicles with defective mufflers or mufflers that allow sound louder than those limits shall not be operated within the Cascade Crest Condominium. These restrictions, however, shall not apply to emergency or construction vehicles or to solid waste and recyclable materials collection.

- k. Operation of radios or other sound-emitting devices within vehicles shall be limited to a level of sound that cannot be distinctly heard in any Unit or on common element or limited common element areas of the Cascade Crest Condominium.

4) Violations and Enforcement.

- a. The violation of any provision contained in this Appendix “A” to these Rules and Regulations shall result in the impoundment of the offending vehicle without notice, at the vehicle owner’s expense. The towing company will comply with the statutory requirements of impoundment and neither the Cascade Crest Condominium Owners Association, the members of the Board of Directors, nor any managing agency of the Association shall be responsible for damages or for refunding any impound or storage charges.
- b. Impoundment shall not be the only remedy available and all other enforcement permitted by state law, the Condominium Declaration and these Rules and Regulations, specifically including the imposition of monetary fines, shall be available to the Board of Directors and the Association.

APPENDIX “B”

Satellite Dish Installation Policy

This policy is adopted, as an Appendix to the Association’s Rules and Regulations, to provide regulations and restrictions governing installation of over-the-air reception devices, including satellite dishes and accessory wiring and cabling, to the full extent not preempted by Regulations of the Federal Communications Commission.

- 1) No utility lines, wires, cables or utility lines for the transmission of electric current, power or telecommunications signals shall be constructed, placed or maintained anywhere in or upon the Common Elements or Limited Common Elements, except where contained in conduits or placed or maintained underground or concealed in or under buildings with prior written approval of the Board.
- 2) Satellite dishes shall not be placed on, or attached to, Common Elements or Limited Common Elements without prior written approval of the Board of Directors. Noncompliance with this rule will result in removal of the unauthorized installation and repair of all damage to Common Elements and Limited Common Elements at the Owner’s expense, together with imposition of fines as provided in the Rules and Regulations.
- 3) Satellite dishes must be no larger than 39.37 inches (one meter) in diameter.
- 4) Authorization by the Board of Directors shall be requested by written application on Form CCCOA-3 and payment of any required fee. The form shall require identity of the location and method intended for placement of the satellite dish. Once approved, the Board of Directors or management agency may inspect the satellite dish to determine compliance with all installation requirements.
- 5) In event installers employed or contracted by satellite dish service providers refuse, for any reason, to go upon the building roofs to effect installation where directed by the Board, the Owner desiring the installation shall arrange for installation by a competent installer at the Owner’s cost.
- 6) Approved satellite dishes serving Units may automatically be transferred to new Owners of the Unit provided that the new Owners contract for continuing telecommunications service.
- 7) The Board of Directors reserve the right to order abandoned satellite dishes, and satellite dishes which become unsightly, faulty, or pose a safety hazard,

to be removed at the Owner's expense. Owners notified to remove such satellite dishes who do not comply will be held to be in violation of the Rules and Regulations and shall be subject to fines and to removal of the satellite dish by the Association at the expense of the Owner.

- 8) Satellite dishes installed on Common Elements and Limited Common Elements prior to the transition date of February 3, 2008 shall be permitted to remain in place as long as ownership of the served unit remains unchanged and the service continues. However, such satellite dishes shall be subject to the same maintenance and abandonment provisions of this Appendix as are all other satellite dishes.

APPENDIX “C”

Portable Air Conditioner Window Venting Guidelines

This policy is adopted, as an Appendix to the Association’s Rules and Regulations, to provide regulations and restrictions governing installation of portable air conditioner vents or ducts mounted in Unit windows. The purpose is to maintain aesthetics of the Cascade Crest Condominium and to maintain the structural integrity of the buildings, and to ensure that all window mounted equipment is properly installed and maintained. Thus, window mounted air conditioning units are prohibited, but portable air conditioners employing one or more window vents or ducts are authorized subject to the following.

- (A) Authorization by the Board of Directors for installation of window vents or ducts required by portable air conditioners shall be requested by written application on Form CCCOA-4. No installation shall be commenced until a copy of the Form is returned to the Owner with approval of the Board or the managing agency. Failure to obtain prior approval is a violation subject to imposition of fines and to removal of the window installation at the owner’s expense.
- (B) Window vents or ducts serving portable air conditioners must be installed per the manufacturer’s instructions. Clear, rigid plastic, such as Plexiglas or acrylic, shall fully enclose the window opening and provide properly sized openings for vents or ducts. Plywood, towels, pillows, fabric, cardboard, and the like, are not acceptable and shall not be visible in the window or window opening.
- (C) Subject to the foregoing requirements, the Board will grant approval for the installation.

APPENDIX “D” LEASING POLICY

The Condominium Declaration for Cascade Crest provides, at Section 11.2, that “no more than 30% of all units may be leased or rented at any one time”. Hence, no more than nine Units may be leased or rented at any one time. It is also provided by Section 11.2 that the Board of Directors may grant permission to an Owner to lease that Owner’s Unit as an exception to the 30% maximum limitation “to meet special situations and to avoid undue hardship or practical difficulties”. The following regulations provide for consistent implementation of a leasing policy and further establish the factors to be considered by the Board in determining the existence of any special situation and concomitant undue hardship or practical difficulties which can only be avoided by granting an exception to the maximum number of leased Units.

- 1) **Limitation on Number of Leased Units.** No more than nine Units may be leased, rented, demised, or otherwise placed in any form of tenancy at any one time, and then only in conformity to the following requirements.
- 2) **Advance Notice Required.** Prior to entering into any lease or rental agreement, any Owner desiring to lease or rent that Owner’s Unit shall request in writing, and receive confirmation in writing, of the Board that the proposed lease or rental will not result in a violation of the aforesaid limitation on the maximum number of leased or rented Units.
- 3) **Approval of Lease or Rental Agreement Required.** Following receipt of the confirmation required by the preceding Paragraph, a copy of a fully executed lease or rental agreement shall be submitted to the Board for approval. Any tenancy not approved by the Board shall result in imposition of fines pursuant to these Rules and Regulations, as well as action to abate the tenancy. All lease or rental agreements must comply with all of the following provisions:
 - a) **Written Agreement Required.** The lease or rental agreement must be in writing and must be signed by the Unit Owner and the Tenant or Tenants.
 - b) **Term of the Agreement.** The term of the tenancy shall be specified and shall not be less than six (6) months in duration. Shorter terms and month-to-month tenancies, tenancies by sufferance, and holdovers are not acceptable and will result in imposition of fines pursuant to these Rules and Regulations and may result in action to abate the tenancy.
 - c) **Tenants and Occupants to be Named.** All adult tenants shall be named in the written agreement as tenants and all minor occupants shall be named together with their ages. If additional tenants or occupants are permitted during the term of the lease or rental agreement, they shall be added by an addendum or similar writing to be attached to the original agreement, and a copy of the addendum or similar writing shall be provided to the Board in the normal course of business.

- d) **Pets to be Described.** All pets authorized to occupy the leased or rented Unit shall be listed by species. All provisions of the Condominium Declaration and the Rules and Regulations pertaining to animals and pets shall apply.
 - e) **Partial Tenancies and Sub-Tenancies Prohibited.** No lease, rental, or other tenancy shall be of less than the entire Unit. Tenants shall not sub-let the demised Unit, or any portion thereof. The fact of tenancy requiring compliance with this Appendix “D” shall not depend upon monetary or other legal consideration, nor upon physical occupancy of the Owner with third parties. The burden of establishing non-applicability of this Appendix “D” shall be upon the Owner.
 - f) **Reference to Governing Condominium Documents.** The lease or rental agreement shall specifically provide that its terms shall be subject in all respects to the provisions of the Condominium Declaration and these Rules and Regulations, and that any failure of the tenants or occupants to comply with the terms of these governing documents shall be a default of the lease or rental agreement.
 - g) **Re-Leasing or Re-Rental.** Following expiration of the term of any leasing or rental agreement, the owner may enter into an extension or a new agreement with the previous tenants, or may enter into a new agreement with new tenants. However, the Owner shall follow the same procedure and requirements set forth above. Failure to comply, and failure to re-let the Unit within sixty (60) days of termination of the term of any lease or rental agreement may result in loss of the right to lease or rent the Unit and assignment of such rights to the first Owner/Unit on the waiting list.
- 4) **Lease Waiting List.** The prior management agency, The Management Group, established a prioritized waiting list for lease or rental of Units should the number of Units subject to tenancies become less than the 30% maximum. This waiting list is accepted as proper and binding, subject to any contrary finding in arbitration brought by any interested Owner pursuant to Article 35 of the Condominium Declaration. Additional Owners and Units have been added to the waiting list after termination of the Association’s contract with The Management Group. Any other Owners desiring to be added to the waiting list will be so included in the order of receipt by the Board of such written requests.
- 5) **Hardship Exceptions.** Pursuant to the authorization of Section 11.2 of the Condominium Declaration, the Board of Directors may grant a “hardship exception” for the temporary leasing or rental of a Unit irrespective of the maximum 30% limitation, subject to the following provisions:
- a) An Owner may apply for a hardship exception by submitting to the Board a request providing factual evidence of a special situation and undue hardship or practical difficulties that can be avoided only by granting of the hardship exception. The Board may, in its discretion, request additional information from

the applying Owner and may convene an open hearing to receive additional facts and opinions.

- b) To grant a hardship exception, the Board must find as a fact that the requesting Owner faces a special, particularized situation not of the Owner's own doing and which is not common to all or many other Owners. If such a special situation is found to exist, then the Board must determine that undue hardship or practical difficulties arising from that situation can be avoided by the Owner only through grant of the hardship exemption.
 - c) Evidence of a special situation that will be considered by the Board includes death of the Owner and need to prosecute a probate proceeding, permanent employment relocation, physical or mental disability resulting in long-term hospitalization or residential care, and call to active military service.
 - d) A hardship exception is limited to six (6) months in duration. At the end of that period of time, the Owner may apply for one extension, not in excess of an additional six (6) months. Granting of that extension will be determined by the Board on the same factual basis as on the original request.
 - e) As a condition to granting a hardship exception, the Board may require that the Unit be listed for sale, and that the sale be pursued with reasonable diligence.
 - f) No hardship exception shall be granted by the Board if such action would result in 50%, or more, of all Units within the condominium complex being leased or rented at the time of granting the request for hardship exception.
 - g) The action of the Board in determining to grant or deny a hardship exception, or an extension, shall be in the Board's sole discretion and shall be final. The approval of a hardship exception in any one instance shall not be precedent for approval of any subsequent application.
- 6) **Mortgagee Exception.** A first mortgagee that acquires title to a Unit by foreclosure, or by deed in lieu of foreclosure, may apply to the Board for a mortgagee exception of six (6) months in duration. In addition, the Board may grant a mortgagee exception in cases where the Owner is no longer in title but the mortgagee has failed to take action to place record title in the mortgagee's name, and the Board may thereafter lease or rent the Unit on such terms as the Board may deem appropriate and may use proceeds as credit against delinquencies owed by the former Owner. In such cases, a special situation exists and undue hardship or practical difficulties exist to the detriment of the Association and all Owners.
- 7) **Violations and Remedies.** The right to continue any existing leasing or rental of a Unit is not guaranteed and is not protected by the fact of such previous use. Owners on the waiting list have rights equal to those of Owners currently leasing or renting. In addition, any Owner who fails to comply with the provisions and requirements of this Appendix "D" to these Rules and Regulations may be assessed fines pursuant to these Rules and Regulations and any other available legal remedy may proceed

concurrently, including arbitration to terminate an existing lease or rental agreement or right to so lease or rent. Violations of Rules and Regulations, as mandatorily incorporated into all lease or rental agreements, may result in fines and a requirement, after notice and any requested hearing, that the Owner terminate the lease or rental agreement, subject only to any restrictions of the Residential Landlord-Tenant Act.

APPENDIX “E”

Index of Cascade Crest Condominium Forms

The Forms set out on the following pages are those referenced in the Rules and Regulations and Appendixes. The Forms may be printed out and then be completed and signed for their intended purposes. In the alternative, Owners may request hard copies from the Board of Directors or management agency.

The Forms which are found on the following pages are as follow:

CCCOA-1 Owner and Tenant Vehicle Registration

CCCOA-2 Request for Replacement Key Fobs or Parking Permits

CCCOA-3 Request for Approval of Satellite Dish Installation

CCCOA-4 Request for Approval of Portable Air Conditioner Window Venting Installation

FORM CCCOA-1
OWNER AND TENANT VEHICLE REGISTRATION

OWNER INFORMATION

Owner Name: _____

Unit: _____

Owner Address (if different from Unit):

Home Phone: _____ **Work Phone:** _____

Email Address: _____

TENANT INFORMATION (Required if the Unit is leased)

Tenant Name(s): _____

Home Phone: _____ **Work Phone:** _____

It is agreed that Tenant(s) have been advised that residing in a condominium community requires compliance with Rules and Regulations of the Owners Association. It is acknowledged that Owner has provided Tenant(s) with a copy of the Rules and Regulations. By signature on this form, Tenant(s) agree to comply with the Rules and Regulations.

Owner's Signature

Tenant Signature

Tenant Signature

OWNER OR TENANT VEHICLE INFORMATION

_____ YEAR	_____ MAKE	_____ MODEL	_____ COLOR
---------------	---------------	----------------	----------------

_____ YEAR	_____ MAKE	_____ MODEL	_____ COLOR
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(Attach an additional sheet if more than two vehicles should be registered)

Owner's Signature

Date

Return Form to Cascade Crest Condo Owners Assn, 5411 NE 34th
Street, Vancouver, WA 98661

FORM CCCOA-2
REQUEST FOR REPLACEMENT KEY FOBS OR PARKING
PERMITS

Today's Date: _____

Owner Name: _____

Unit: _____

Owner Address (if different from Unit):

Home Phone: _____ **Work Phone:** _____

Email Address: _____

Owner wishes to purchase the following due to loss or theft of the originally issued items, and payment is included with this form:

Purchase One replacement key fob. Fee is \$35.00

Fill-in the serial number on the fob still in your possession

Purchase two replacement key fobs. Fee is \$70.00

Purchase one replacement parking permit. Fee is \$25.00

-
- This form must be completed and signed by the Owner and payment must be included.
 - Requests for replacements will not be taken by phone or email.
 - Lost or stolen key fobs and parking permits will be deactivated and shall be null and void for all purposes. Any vehicle parked within the Cascade Crest Condominium with display of a deactivated parking permit shall be subject to immediate impound, without notice, at the vehicle owner's risk and expense.
 - Make checks payable to: Cascade Crest Condo Owners Assn.

RETURN FORM AND PAYMENT TO:

Cascade Crest Condominium Owners Association
5411 NE 34th Street, Vancouver, WA 98661

FORM CCCOA-3
REQUEST FOR APPROVAL OF SATELLITE DISH
INSTALLATION

This Form must be signed by the Owner desiring to obtain telecommunications service to the Owner's Unit through use of a satellite dish. It must be approved prior to installation.

Signing of this Form constitutes an acknowledgment and understanding of Section 7c, Section 14, and Appendix "B" to the Association's Rules and Regulations which govern installation, maintenance, and removal of satellite dish telecommunications reception devices.

If this request is for removal and reinstallation of a satellite dish installed without authority of the Board of Directors or management agency, approval of this request does not discharge the Owner from liability and responsibility for fines imposed or to be imposed or for repair of damage not covered by the conditions of approval contained on this Form.

Any fee established by the Board of Directors, or imposed by a management agency, for processing of this request shall be paid with submission of this request Form.

Today's Date: _____

Owner Name: _____

Unit: _____

Owner Address (if different from Unit):

Home Phone: _____ **Work Phone:** _____

Email Address: _____

Name of Service Provider: _____

I request approval for installation of a satellite dish on the Common Element roof of the building in which my Unit is located. I warrant compliance by myself and the installer with all of the conditions listed on all pages of this Form and all other conditions set forth on, or attached to, this Form upon approval by the Board or management agency.

You must provide on this Form, or on an attached sheet, a sketch or written description of the location on the roof of the building where you propose the satellite dish be installed.

PROPOSED LOCATION:

(Sketch or written description)

OWNER:

(Printed Name)

(Printed Name)

(Signature)

(Signature)

**CONDITIONS OF APPROVAL AND ACTION OF THE BOARD OR
MANAGEMENT AGENCY ARE CONTAINED ON THE
FOLLOWING PAGES OF THIS FORM**

Form CCCOA-3 Page 2 of 3

GENERAL CONDITIONS OF INSTALLATION

1. The satellite dish must not exceed one meter (39.37 inches) in diameter.
2. The satellite dish shall be securely mounted to the roof of the building in such manner as to be safe and stable in all weather conditions.
3. All bolts, screws, or other attachments shall be so placed that roofs and roofing materials remain waterproof and when necessary for that purpose, all points of attachment will be sealed with an appropriate waterproof sealant.
4. All cables and wires shall be of tan, brown, or black coloration, or otherwise of a color to blend with the exterior paint color of the Building and all cables and wires shall be concealed whenever possible, or run along molding and trim boards so as to be as unobtrusive as possible.
5. The minimum possible number of holes to permit cable service into the Unit shall be drilled through the exterior of the Building and all holes shall be completely sealed with an appropriate waterproof sealant.
6. Neither mounting bracketry nor the satellite dish shall be affixed to the fascia, soffit, or edge of the roof of the Building.
7. Additional conditions of approval, if any, which are required:

DECISION: **Approved** **Denied**

_____ **Date** _____

_____ **Date** _____

_____ **Date** _____

FORM CCCOA-4
REQUEST FOR APPROVAL OF PORTABLE AIR CONDITIONER
WINDOW VENTING INSTALLATION

This Form must be signed by the Owner desiring to obtain approval for installation of a window venting or ducting of a portable air conditioning unit. This request must be approved prior to any installation.

Signing of this Form constitutes an acknowledgment and understanding of Section 4d of the Rules and Regulations and Appendix "C" thereto.

Any fee established by the Board of Directors, or imposed by a management agency, for processing of this request shall be paid with submission of this request Form.

Today's Date: _____

Owner Name: _____

Unit: _____

Owner Address (if different from Unit):

Home Phone: _____ **Work Phone:** _____

Email Address: _____

Description of the Air Conditioning Unit:

Manufacturer _____ **Model** _____ **BTU's** _____

Name of Installing Company, if any: _____

Window of the Unit in which the air conditioner will be installed:

(Identify by the room where window is located and direction it faces)

I request approval for installation of the window mounted ducts or vents for the portable air conditioner described above.

I shall be responsible for properly sealing the window opening with rigid transparent plastic. I shall also be responsible for any damage to, and repair of, window frames, window screens, and glass.

OWNER:

(Printed Name)

(Printed Name)

(Signature)

(Signature)

DECISION: Approved Denied

_____ **Date** _____

_____ **Date** _____

_____ **Date** _____