THE PARK SUMMIT CONDOMINIUM HOMEOWNER'S ASSOCIATION (PSCA) REVISED RULES AND REGULATIONS

This resolution was adopted by the Board or Directors on December 6, 2002, and shall be effective immediately.

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INTRODUCTION

Security at the Park Summit Condominiums is important and necessary. For the safety of yourself, other residents and everyone's property and well being, please note:

- All homeowners/renters share the responsibility to participate and protect our property.
- The Association controls and owns **all** exterior keys; each Owner is issued 2 exterior keys per unit(s). Additional keys (3rd & 4th) are $100 each; replacement of lost keys is $500 each.
- It is not the Resident Caretaker/ Board Members responsibility to buzz in residents who have locked themselves out of the building. Visitors who do not accompany residents into the building can be buzzed in when they call from the front gate by pressing the 9 key on your telephone. **DO NOT** buzz in persons you do not know nor allow strangers to enter the property by following you in. Report strangers loitering in the common area by contacting the Resident Caretaker or by dialing 911.
- **DO NOT** prop unattended doors open for any reason; if you see them open, ***close them.***
- Use your garage door opener to also close the garage doors upon entering/leaving.
- The security video camera system is active and allows residents to observe the front gate (along with the lobby, North and South garages) via cable channel 22.
- Report maintenance issues, such as water leaks or broken locks, to the Resident Caretaker.

Recycling is provided in the North & South Parking Garages; instructions for each recycle bin are noted on the respective bins (i.e.: paper, tin, recyclable plastic in one / glass in another); please review and follow the instructions as indicated. Cartons/boxes are to be flattened; all items for recycling must be clean and free of contamination. **DO NOT** recycle items that have been in contact with food; **DO NOT** put garbage or waste in the recycling bins (individuals who do may be fined). The recycling company will charge the Association for each incident in which garbage is found in the recycling bin(s).

Trash chutes are located in the laundry rooms on each floor; bag trash securely before putting it in a chute. **DO NOT** leave trash, recycling or other unwanted items in the laundry/garbage chute areas. **DO NOT** use trash chutes during quiet hours.

Laundry rooms with coin operated washers & dryers are on the 2nd floor of each building. Avoid clogging the stacked drain system by using a moderate amount of "low sudsing" detergent. Residents using their own washer & dryer are strongly encouraged to do the same. To minimize backup, allow time between washes to avoid possible backflow into your own unit or units below. **DO NOT** use laundry rooms during quiet hours.

Noise: The "quiet hours" are 10:00 PM to 7:00 AM, *Monday through Friday, 10:00 p.m. to 9:00 a.m. Saturday and Sunday (see Article 5 of the Rules and Regulations);* noise must be kept at reasonable levels at all times, including, but not limited to, televisions, stereos, pets, and conversational speaking. **DO NOT** use laundry rooms, garbage chutes, or in-unit washer/dryers & dishwashers during these hours.

Parking spaces are assigned & reserved. Guest parking is not provided; your vehicle may be towed if you use a parking space without authorization.

Garage Door Openers are the responsibility of the Residents to provide their own, which can be purchased at Davis Door or hardware stores such as Home Depot. If residents need to activate door openers, please see the Resident Caretaker for the door code.

Oil and other fluids on the garage floor are hazardous; if your vehicle is leaking, have it repaired or place a pan under the vehicle to collect the oil. Failure to do so may result in a fine.

Pets weighing less than 30 lbs. are allowed under the current bylaws. Remember that others may perceive your pet as threat or nuisance. See Article 7 of the Rules and Regulations for required behaviors.

Consideration for your neighbors is appropriate and expected. If a resident engages in disruptive activity or behavior, attempt to resolve the issue one on one. *If necessary,* contact the Resident Caretaker or a Board Member (see Article 1 of the Rules and Regulations Due Process Procedures).

Smoking is allowed only within the confines of your own unit and in the courtyard (it is not permitted within 20 feet of the lobby entrance); smoking is not permitted in any other common area (including, but not limited to, lobby, garages, stairwells, and roof) of the complex.

The Association respects the Privacy of our residents, however, the Association must possess duplicate keys to each unit in the event of an emergency when the safety of the building or a unit's resident is threatened. For non-emergency purposes, it is the Association's intent to provide forty-eight (48) hours notice to a resident prior to entry.

Uniform Exterior Appearance of the condominium is entrusted to the Board of Directors. If you are considering decor affecting the external appearance of the building (including, but not limited to, window treatment uniformity), you must obtain Board approval prior to installation.

Basic Cable is provided to each unit as part of the Home Owner's Dues; additional charges/upgrades are the responsibility of the resident.

Emergency Procedures In all cases, call 911. Also, in case of fire: 1) Call the fire department immediately; 2) Pull one of the fire alarm boxes located within the building; 3) Leave the building at once. Activating this alarm triggers the interior building alarms, notifying residents of the fire; however, triggering this alarm does not alert the fire department – they must be called first! All doors marked with an Emergency Alarm are activated; please notify guests so as to prevent unnecessary alarms triggering.

FEE AND DEPOSIT SCHEDULE[1]	
Move in fee for owners or residents (includes intercom activation)	$150.00
Deposit required for an additional Exterior Entrance Key (3rd & 4th)	$100.00 each
Deposit required for Lost Exterior Entrance Key	$500.00 each
Fees are payable to "PSCA" or "Park Summit Condominium Association". Phillips Real Estate Services can assist you with these items.	

SECTION 1 RULES AND REGULATIONS PREAMBLE

The following are the Rules and Regulations for Park Summit Condominium adopted, revised, codified and restated as of the 6th day of December 2002 by the Board of Directors of Park Summit Condominium Association pursuant to the authority granted to the Board in Section 10.3.1 of the Declaration of Park Summit.

We are living in close association with our fellow residents and common courtesy dictates that our actions not infringe on the rights of other residents. These Rules are designed to ensure that each of us achieves the maximum enjoyment or our homes. Each member of the complex, whether owner, tenant or guest, must abide by the standards of the complex and comply strictly with the Declaration, Bylaws and these Rules to promote the harmony and cooperative purposes of the complex. Each owner is fully responsible for the compliance of their family members, guests, tenants and other occupants of the owner's unit while they are within the Park Summit boundaries.

[1] See Article 12 for the Key Replacement Policy Fee Schedule

The Board has classified Rules violations with corresponding monetary fines as indicated below. The Board is empowered to use its judgment and discretion as needed to determine the severity of the violation and the appropriate monetary fine, as follows:

- **1st offense:** Written warning and/or a $25.00 fine
- **2nd offense:** Written warning and/or a $50.00 fine
- **3rd offense:** a $100.00 fine
- **Any Subsequent offense: $250.00 fine**

WITH RESPECT TO CONTINUING VIOLATIONS, EACH DAY ON WHICH A VIOLATION CONTINUES SHALL BE CONSIDERED A SEPARATE VIOLATION AND MAY BE GROUNDS FOR EVICTION AND/OR THE FILING FOR INJUNCTIVE RELIEF OR DAMAGES.

Penalties assessed against a unit resident and/or a unit owner shall be collectable as assessments. Fines will be payable to Park Summit Condominium Association within ten (10) days of notification; a late fee of $25.00 per month will be assessed against a unit for late fine payments.

Article 1 AUTHORITY AND PROCEDURES

1.1 The Board of Directors has the authority to enforce the rules. Please notify the Resident Caretaker or a Board member if there is a problem within the complex. The Board has delegated to the Resident Caretaker the authority to take rules enforcement action consistent with the Due Process Rules Enforcement Procedures, including contacting violators to seek compliance and issue warnings.

1.2 Unit owners are responsible for the conduct of all members of their family or household and for the conduct of their tenants and guests and each unit owner and tenant is jointly and individually financially responsible for any damage done to condominium property of other owners by all the members of their family or household, their tenants and their guests. Both the unit owner and a non-owner may be penalized for violations of the rules. Penalties assessed against the unit and unit owner shall be collectable as assessments.

1.3 Enforcement of the provisions of the Declaration. Bylaws and Rules and Regulations shall be done in accordance with DUE PROCESS RULES ENFORCEMENT PROCEDURES FOR PARK SUMMIT CONDOMINIUM ASSOCIATION which may be adopted and amended from time to time in the same manner as the Rules and Regulations, and which shall be deemed to be a part hereof. The Due Process Rules Enforcement Procedures are attached to the end of these Rules as an Addendum.

Article 2 ARCHITECTURAL UNIFORMITY / ALTERATIONS

2.1 In order to preserve the uniform appearance of the buildings, and the common areas, the Board of Directors has the sole authority to provide for the painting and other decorative finish of the buildings, decks, patios, or other common or limited common areas and facilities and to prescribe the type and color of such decorative finishes. The common and limited common areas and facilities shall not be reconstructed, rebuilt, altered, removed or replaced except by the Association acting through the Board of Directors.

2.2 Owners are prohibited from modifying the structure or decoration of the buildings, decks or patios, stairways, yard areas or other common or limited areas and facilities, including screens, doors, awnings, rails or other exterior portions of each unit unless granted prior approval by the Board of Directors. Window coverings to appear white/off white to the exterior.

2.3 Common areas and facilities designed for access including, but not limited to garages, driveways, walks, hallways, corridors, stairways and other portions of common areas shall be used exclusively for normal ingress and egress and no obstructions shall be placed therein unless permitted by the Board of Directors or by these Rules and Regulations. No private property shall be stored or left in the common areas. The Board is empowered to remove items it deems as inappropriate for the common areas after issuing a three-day written notice to the resident.

Residents who do not remove such items as requested by the Board within the three-day notice period may have their items removed and disposed of without additional notice to the resident.

2.4 Alterations to individual units which may affect the structural integrity or fire safety of the building or which may affect neighboring units must be approved by the Board. These include, but are not limited to, structural changes (walls, doors, lofts), carpet removal, hard surface flooring installation (wood, tile, etc. for which such flooring must be "floated" for noise reduction), creating partitions or other surface flooring revisions, or other such alterations..

2.5 Littering is a violation.

2.5 Clean up any spillage, breakage, tracking or mess for which you are responsible.

2.6 Objects, including but not limited to articles of clothing and throw rugs, are not to be cleaned, hung or shaken out over patio edges or in entranceways.

2.7 Structural limitations of decks are limited to sixty (60) pounds of live weight or ten (10) pounds of dead weight per square foot; large planters and hot tubs are not permitted as they exceed the allowable weight limit. Decks and patios are to be maintained in a clean and orderly condition at all times. The Board of Directors may require the removal of visible, unattractive items.

2.8 Firewood is not to be chopped or split on decks or patios. No flammable liquids, dangerous chemicals, or explosives etc., are to be stored on decks or patios.

2.9 No exterior clothesline shall be erected or maintained and there shall be no drying or laundering of clothes, blankets, beach towels, etc visible on the patios, decks or other common or limited areas.

2.10 No signs, pictures or posters of any kind shall be displayed to the public view on or from any unit or from the common areas and facilities without the consent of the Board of Directors.

Article 3 WASTE

3.1 All garbage must be deposited in the dumpsters. No trash or waste is to be left in the storage locker rooms, the garages or other common areas.

3.2 Organic matter (including but not limited to diapers, cat box waste, etc.) must be put in plastic bags of appropriate strength and tied.

3.3 Residents are responsible for the proper off-site disposal of their construction refuse. No extra-large items (i.e. mattresses, carpeting, construction debris, etc.) are to be put in the dumpsters; it is the legal responsibility of the resident to dispose of these items yourself and at your own expense. Failure to comply with this rule will result in a fine to the homeowner.

3.4 Cardboard boxes must be broken down before placing them in the recycling bin; large cardboard boxes which take up excess space within the bin are to be placed to the side of the respective recycling bin.

3.5 A recycling program is in effect for the Park Summit. The rules and procedures of the recycling program are incorporated herein by reference and are to be observed by all residents. Copies of the recycling procedures may be obtained from the Resident Caretaker.

Article 4 LAUNDRY ROOM

4.1 Laundry room hours are 8:00 a.m. to 10:00 p.m., Monday through Friday, 9:00 a.m. to 10:00 p.m. Saturday and Sunday. Machines running before or after these hours are subject to being turned off.

4.2 Clean the lint filter after each use and leave the laundry room clean.

Article 5 NOISE

5.1 Do not create any noise or disturbance which would unreasonably annoy other owners or occupants at any time. Noise generating activities that may affect adjacent units includes but is not limited to, vacuuming, dishwashing, use of garbage disposal, laundry washing and drying, loud conversation, loud stereos and televisions, and other similar activities. Keep stereos, TV's, musical instruments, voices, etc. at a low enough level so that others around you will not be disturbed. Walking on hard surface flooring can create disturbances; carpeting is part of the noise control systems between units.

5.2 Quiet hours are from 10:00 p.m. to 7:00 a.m., Monday through Friday, 10:00 p.m. to 9:00 a.m. Saturday and Sunday.

5.3 No noxious or offensive activity shall be carried on in any unit, limited common area or common area and facilities, nor shall anything be done therein which may be or become an annoyance or nuisance to other unit owners. Noxious or offensive activity shall be determined by the Board as subject to complaints.

Article 6 PARKING VEHICLES

6.1 Excessive vehicle noise from damaged mufflers, etc. is not allowed. Honking of horns within the garages is prohibited except to warn of imminent danger. When starting your vehicle and leaving the garage make your exit as quietly (no engine "revving" or long warm-ups) and as quickly as possible. Turn your stereo down and keep it down when within the garage. No vehicle shall be left running for more than 2-3 minutes to prevent exhaust build-up around buildings and to keep noise levels down. Vehicles shall not be left running unattended. Close the garage door immediately upon entering or exiting the garages.

6.2 No motor rebuilds, bodywork or major vehicle repairs shall be done on the property. Only very minor adjustments of vehicles are to take place within Park Summit property.

6.3 No vehicle shall be allowed to drip or leak oil, gasoline, or other fluids onto the parking area without containment by the owner of the vehicle. An acceptable solution for an oil leak is an aluminum drip pan kept under the car to contain the fluid. Cardboard and other absorbent materials are not acceptable containers.

6.4 No parking in spaces reserved for others.

6.5 The Board of Directors may require removal by the owner thereof of any improperly parked vehicle, and any other equipment or item(s) stored in parking spaces.

6.6 No private property shall be stored or left in a resident's parking space(s); the Board is empowered to remove items it deems as inappropriate for a parking space after issuing a three-day written notice to the resident. Residents who do not remove such items as requested by the Board within the three-day notice period may have their items removed and disposed of without additional notice to the resident at the owner's expense.

6.7 Vehicles must be parked in designated parking spaces only. Vehicles parked outside designated parking spaces may be towed at the owner's expense.

6.8 Any vehicle that violates the provisions of Article 6 of the Rules and Regulations is subject to being towed at the owner's risk and expense. Vehicles which present an immediate danger to life or safety or which are parked in another resident's "Reserved" space, or which are obstructing traffic or another parked vehicle or parking space are subject to being towed without notice.

Article 7 PETS

7.1 No pet shall exceed a thirty (30) pound weight limit; no exotic pets (monkeys, reptiles, etc.) will be permitted. All pets must be accompanied and controlled by their owners, i.e. dogs on a leash, when in the common areas (lobby, courtyard, landscaped areas, hallways and garages).

7.2 All pet droppings must be picked up immediately and disposed of properly. A pet owner must immediately notify the Resident Caretaker of the occurrence of excretion within the buildings' interior common area.

7.3 Cat litter must be tightly secured in plastic bags of appropriate strength before being put down chutes or into garbage bins (see Article 3 regarding Waste).

7.4 The Board of Directors may require the removal of any animal which the Board, in exercise of reasonable discretion, finds disturbing other unit owners unreasonably or if the owner continues to violate Park Summit rules concerning pets, and may exercise this authority for specific animals even though other animals are permitted to remain.

7.5 Unit owners will be financially responsible for any and all damage, loss or expense arising out of keeping a pet on the premises.

Article 8 SMOKING

8.1 Smoking is allowed only within the confines of your own unit and in the courtyard (it is not permitted within 20 feet of the lobby entrance); smoking is not permitted in any other common area (including, but not limited to, lobby, garages, stairwells, and roof) of the complex.

Article 9 DISPLAY OF UNITS FOR SALE OR LEASE

9.1 The display of individual real estate signs is prohibited.

9.2 Real estate "lock boxes" are prohibited in any location on condominium grounds except the provided lock box bar at the main entrance and at the entry door of the unit listed for sale or lease.

Article 10 GENERAL RULES NOT PREVIOUSLY ADDRESSED

10.1 Absentee Owners must keep the Property Building Management advised of their current address and phone number in case of emergencies.

10.2 Absentee Owners must provide their lessee with a copy of the current House Rules and Regulations prior to the lessee's occupancy and the lessee will be responsible for conformance with these rules.

10.3 No Board member can be more than sixty (60) days past due on his/her homeowner's dues or any special assessment and remain a member of the board.

10.4 Any significant communication or complaint should be registered in writing and directed to the Board or to the Property Building Management for their action. Complaints should include all pertinent information. The Board will respond to the complainant after its next regularly scheduled meeting.

10.5 The use of outdoor cooking/grilling units is limited to those utilizing propane gases. The use of charcoal or other smoke and/or cinder generating devices is prohibited.

10.6 Use of any common area by a resident for a social, political or business function requires prior approval from the Board.

10.7 Items in the common area storage locker rooms that are not stored in the resident's storage locker will be discarded. A resident may store items on top of his or her individual storage locker; however the resident is responsible for any loss due to damage or theft, etc. No combustibles or flammable items of any nature or compound may be stored in the storage locker area.

10.8 Activities by any resident or by their guests, pets, or children which might cause damage to other units, buildings, landscaping, or any common area, or activity that is deemed illegal, are strictly forbidden. Repair

of any such damage shall be the financial responsibility of the owner and/or lessee. Activity that is deemed illegal (i.e. use, sale or distribution of drugs and drug making paraphernalia) will be alerted to the police; such activity may result in fines or legal action against the owner or lessee of the unit involved in such illegal activity.

Article 11 MOVING AND RENTING POLICY

11.1 Moving In/Moving Out

11.1.1 In order to ensure a smooth transition to living at Park Summit Condominiums we have adopted the following procedures. These new procedures should ideally occur prior to move-in, but no later than 2 weeks after a move-in. By following the procedures described below, the residents help maintain the integrity of resident information and building security. All new owners and owners renting their units must comply with the following procedures;

The Owner must notify the property Management Company of the details for the proposed move-in, including Owner name, renter name (if applicable), unit number and dates;

The Owner must submit a completed Homeowner/Resident Information Sheet to the Property Management Company. The Homeowner/Resident Information Sheet can be obtained from the Property Management Company;

Park Summit Condominium Association will invoice the non-refundable Move-In Fee of $150 to the Owner of any unit as soon as the Move-In date is communicated. This invoice shall be paid no later than two weeks after the move-in date. This Move-In Fee is to be made payable to "Park Summit Condominium Association" to cover maintenance and repair costs to common areas subject to extra usage or damage during the move-in process;

New residents should introduce themselves to the onsite Resident Manager during regular working hours. Not only is this a simple courtesy, but also the Resident Manager can help answer questions and concerns, explain his/her role and offer an informal tour of the building to help increase your comfort.

11.1.2 The charge for the intercom hook-up and listing on the entryway board is included in the $150 Move-In Fee. The Resident Manager will be notified by the property Management Company when the Owner has paid this fee. Until the move-in fee is paid, there will be no activation of the intercom hook up. Failure to submit the Homeowner/Resident Information Sheet and/or pay the Move-In Fee within 2 weeks of move-in will result in a $25 fine to the Owner's account.

11.1.3 Moving hours will be limited to 8 AM through 8 PM.

11.1.4 Moving of items through the lobby or the front door will not be permitted. Please use the garage, side doors and/or the elevator when moving in or moving out.

11.1.5 Do not leave outside doors propped open or unattended at any time. If you note that another resident has done so, please close the door immediately.

11.2 Owners Responsibilities

11.2.1 Absentee Owners must keep the property Management Company advised of their current address and phone number in case of emergencies.

11.2.2 All Owners must provide their tenant(s) with a copy of the current PSCA Rules and Regulations prior to or upon occupancy. The tenant(s) will be responsible for conformance

with these rules. If a tenant is in violation the Owner will be notified as stated in Article 3, 3.5.

11.2.3 All Owners must provide their tenant(s) with any revisions of the PSCA Rules and Regulations within thirty (30) days of publication by the Board.

11.2.4 Absentee Owners and Owners who lease their units must provide written documentation, such as a letter or a copy of their lease to the Property Building Management prior to the lessee's occupancy. This notice informs the Association that the occupant is living in the unit with the owner's knowledge and consent.

Article 12 KEY POLICY

12.1 Exterior building keys are property of the Park Summit Condominium Association.

12.2 All units were originally sold with 2 owner keys; all additional/replacement keys will be handled at Phillips Management offices or the current condominium management group. All keys must be requested and purchased by the unit owner

12.3 All keys must be accounted for on the "Key Ledger". The Key Ledger will be kept and maintained by the property Management Company and/or the Resident Caretaker.

12.4 When requesting additional keys, the owner, or their designated representative, must bring in all keys logged out to the unit to verify that they are still in the owner's possession.

12.5 Fee deposit schedule:

Additional keys: 3rd & 4th	$100 each
Lost keys	$500 each

12.6 If unit owner is unable to verify possession of keys the lost key rate will apply. If a lost key is found within 90 days after payment of lost key rate the PSCA will refund the additional charge over the regular key rate.

12.7 Unit owners must be current in HOA dues and assessments to obtain additional/lost keys.

12.8 When the building is re-keyed, unit owners may exchange keys at no charge. Any keys not accounted for would be charged the lost key rate. See Article 11.3.

Article 13 REMODELING / ALTERATIONS; CONTRACTOR REGULATIONS

13.1 All proposals for structural alterations, modifications to the limited common or common areas, or changes to the exterior of appearance of the building must be submitted to the Board in writing and no work may commence without written Board approval. The Board may require drawings, further information, and/or outside consultants. All such costs shall be borne by the owner making the proposal.

13.2 Contractors and service people must take care to protect common areas and limited common areas from damage or disturbance; all work is to take place within the confines of the unit, not in the common areas.

13.3 Construction work is limited to the hours of 8:00 AM to 5:00 PM Monday through Saturday.

13.4 No construction debris of any kind may be placed in the dumpsters or recycle bins; debris storage is prohibited.

13.5 Every precaution must be taken to minimize dust, fumes and disturbance to other residents,

including, but not limited to: dust barriers, carpet and floor protective drop cloths in common areas, adequate ventilation in the event paint or solvents are being used, etc. Paint and solvents may not be poured down any drain or catch basin. Brushes, rollers and equipment must be cleaned off-site.

13.6 While a certain amount of construction noise will be unavoidable, radios (and other similar devices) must not be played so loud as to be heard outside the unit door, nor is singing, yelling, cursing or off-color language appropriate to our residential environment.

13.7 Hallways, stairs and entries must be vacuumed and left clean at the end of each workday.

13.8 Entry doors are not to be propped open and building security must be maintained at all times. The unit owner is responsible for sub-contractor and delivery personnel access to the building. Any damage done to the building or grounds will be the responsibility of the owner and will be charged to the owner.

Article 14 ASSOCIATION POLICY RESOLUTION ON MASTER INSURANCE DEDUCTIBLE

The Park Summit Condominium Association Board of Directors adopted the following resolution concerning homeowner responsibilities and insurance claims against the master hazard insurance policy held by the Association:

14.1 Any claim for a loss must be submitted in writing to the Board for action via the Property Manager.

14.2 As provided in Paragraphs 13.12.1, 13.12.2, and 13.12.3 of the Declaration, unit owners are responsible for the uninsured portion of the loss, including the master policy deductible, in the case of any loss within, from or attributable to a particular unit, where damage results from a negligent or intentional action or omission by themselves or someone form whose actions they are responsible, or which results from their failure to maintain, repair or replace a portion of the property which is their responsibility under the Declaration to maintain, repair or replace. They are also responsible for damage within the master policy deductible, which occurs solely within their unit, and for a prorated portion of that deductible where more than a single unit is damaged. Please make sure that you have an individual condominium unit owner's insurance policy (HO6) in place which has limits of no less than USD $5000.00 (master deductible amount) under Cover A, Building Coverage.

14.3 Failure to maintain items in the unit is grounds for liability under Paragraph 13.12.1 of the Declaration whether or not it constitutes negligence. The Park Summit Condominium Association recommends routine maintenance which includes, but is not limited to, repairs to or replacement of hot water heaters, washing machine or dishwasher hoses, plumbing and electrical valves and fixtures, appliances, furnaces, fans, heaters, tile grout and caulking, etc. Keeping units heated to a minimum temperature in freezing weather is required.

14.4 Questions relating to this policy or other insurance matters should be directed to the Property Manager.

Article 15 PUBLICATION

15.1 A current copy of the Rules and Regulations for Park Summit Condominium must be provided by the owner or a unit to any tenant renting, leasing or purchasing a unit on contract within thirty (30) days of first occupancy. Revisions must be provided to same within thirty (30) days of publication by the Board.

Article 16 STATUTE OF LIMITATIONS

16.1 For the purposes of determining whether a violation is a first offense or a subsequent offense, a violation is removed from a Respondent's record twenty-four (24) months after the date of conviction if the violation has not been repeated.

SECTION 2 DUE PROCESS RULES ENFORCEMENT PROCEDURES FOR PSCA

These Due Process Rules Enforcement Procedures for Park Summit Condominium Association (hereinafter referred to as the "Due Process Procedures") were duly adopted pursuant to the requirements of Section 3-102(1)(k) of the Washington Condominium Act (RCW 64.34.304(1)(k) by the Board of Directors of said Association at a meeting held on the 6th day of December, 2002 and shall be effective immediately.

The Secretary shall cause a copy of these Due Process Procedures to be distributed to all Unit Owners and Tenants of the Condominium forthwith.

Article 1 DEFINITIONS

Unless the context requires otherwise, the definitions given in the act, as modified in the Declaration, shall apply in interpreting these Due Process Procedures. As used in these Due Process Procedures, the following terms shall have the following meanings:

1.1 "Act" means the Horizontal Property Regimes Act of Washington, Laws of 1963, Chapter 156 (RCW Chapter 64.32), as amended, together with the Washington Condominium Act, Laws of 1989, Chapter 43 (RCW Chapter 64.34), as amended, to the extent that the provisions of the Washington Condominium Act are made applicable, either automatically as provided in RCW 64.34.010(1) or by amendment to the Declaration.

1.2 "Assessment" means all sums chargeable by the Association against a Unit and its Owner, including without limitation regular and special Assessments, fines imposed by the Association, interest and late charges on any delinquent account, costs of collection, including reasonable attorney's fees, incurred by the Association in connection with the collection of a delinquent Owner's account, and all other sums payable by an Owner to the Association as provided in the Governing Documents, unless the context clearly indicates otherwise.

1.3 "Association" means the Park Summit Condominium Association, a non-profit corporation formed under the laws of the State of Washington composed of all of the Unit Owners, acting as a group in accordance with the Governing Documents, and any successor non-profit corporation. The Association is the Unit Owner's Association as defined in the Act, and as more particularly provided for in Article 9 of the Declaration.

1.4 "Board" means the Board of Directors of the Association.

1.5 "Board Decision" means a decision of the Board of Directors adopted pursuant to the Governing Documents.

1.6 "Complainant" means the person filing a complaint under these Due Process Procedures.

1.7 "Condominium" means Park Summit Condominium, a condominium created under the terms of the Declaration and the Act.

1.8 "Declaration" means that certain instrument submitting real estate to the Act entitled Declaration and Covenants, Conditions, Restrictions, Reservations, Easements and Deed for Park Summit, a Condominium, which recorded on May 23, 1984, under Recording No.8405231114, in the records of King County, State of Washington, together with and including any amendments and additions to the Declaration, that have been or may be subsequently recorded.

1.9 "Governing Documents" means the Declaration, the Bylaws, and the Rules and Regulations of the Association, including these Due Process Procedures, adopted pursuant to the Declaration and Bylaws, as these documents may be lawfully amended and/or adopted from time to time.

1.10 "Majority" or "Majority of Unit Owners" means the Unit Owners with more than fifty percent

(50%) of the votes in accordance with the percentages assigned in the Declaration.

1.11 "Manager" means the person or firm retained by the Board under a written agreement between that person or firm and the Association to perform any management and administrative functions and duties delegated to that person or firm with respect to the Condominium.

1.12 "Occupant" means anyone who occupies a Unit as a permanent residence or who stays overnight in any Unit more than fourteen (14) days in any calendar month or more than thirty (30) days per calendar year.

1.13 "Owner" or "Unit Owner" are synonymous and mean the person or persons owning a unit in fee, together with an undivided fee interest in the Common Areas in the percentage specified in the Declaration. In the case of a Unit that has been sold under a real estate contract, the term excludes the fee owner or owners and includes the contract purchaser or purchasers. The use of the term "Owner" or "Unit Owner" in the singular throughout these Due Process Procedures in the context of the ownership of a single Unit specifically includes the plural where applicable.

1.14 "Respondent" means the person alleged to be in violation of a provision of the Governing Documents or a Board Decision in a complaint filed under these Due Process Procedures.

1.15 "Rules and Regulations" means the rules and regulations adopted by the Board as provided in the Declaration, the Bylaws, and the Act or adopted by the affirmative vote of a Majority of Unit Owners at any regular or special meeting of the Association. These Due Process Procedures are a part of the Rules and Regulations.

1.16 "Tenant" means and includes a tenant, lessee, renter or other non-Owner Occupant of a Unit that is not occupied by its Owner.

1.17 "Unit" is synonymous with the term II Apartment" as used in the Act and means a part of the Property intended for single family residential use, as specified in the Declaration. The Units include one or more rooms or spaces located on one floor (or part or parts of floors) in a Building.

Article 2 COMPLIANCE WITH GOVERNING DOCUMENTS

2.1 Strict Compliance. Each Owner, Tenant or Occupant of the Condominium shall comply strictly with the provisions of the Governing Documents of the Association, as the same may be lawfully amended and/or adopted from time to time, and with all Board Decisions.

2.2 Failure to Insist on Strict Performance No Waive. The failure of the Board of Directors or Manager in any one or more instances to insist upon the strict performance of any of the terms, covenants, conditions or restrictions of the Governing Documents or to exercise any right or option contained in the Governing Documents, or to serve any notice or to institute any action, shall not be construed as a waiver or relinquishment for the future of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Board or Manager of any Assessment from an Owner, with knowledge of any such breach shall not be deemed a waiver of such breach, and no waiver by the Board of any provision of the Governing documents shall be deemed to have been made unless expressed in writing and signed by the appropriate officers on behalf of the Board.

2.3 Distribution of Rules and Regulation. The Rules and Regulations shall be stated in writing and shall be made available to each Unit Owner, Tenant, and Occupant, mortgagee or other party having a legitimate interest in the Rules and Regulation, upon written request to the Secretary of the Association.

Article 3 RULES ENFORCEMENT PROCEDURES

3.1. Board of Directors to Serve as Hearing Board

3.1.1 Composition. The Hearing Board shall be comprised of the members of the Board. In

addition, the Board shall select two (2) alternates from among the members of the Association each year. The alternates shall be available to serve on the Hearing Board in the event of the temporary absence or disqualification of a member of the Hearing Board.

3.1.2 Temporary Hearing Board. By a majority vote or the entire Board, the Board may decide to have a complaint pursuant to these Due Process Procedures heard by a Temporary Hearing Board or Temporary Hearing Officer. The Temporary Hearing Board may be composed of three homeowners designated by the Board. The Temporary Hearing Board may be comprised of such members of the Board of Directors, alternate members of the Hearing Board, and/or other persons designated by the Board. In the alternative, in the discretion of the Board, the Board may designate a Temporary Hearing Officer who shall be an outside neutral arbitrator. For all purposes, the powers and the duties of a Temporary Hearing Board or Temporary Hearing Officer shall be identical to those of the Hearing Board in connection with any matter referred to it by the Board.

3.1.3 Temporary Absence or Disqualification of Members. If any member of the Hearing Board is or expects to be temporarily unable to carry out the responsibilities of his or her office for a period of thirty (30) days or longer, that member shall notify the Chairman who may appoint an alternate to serve in his or her place during the period of the absence. The Chairman shall also appoint an alternate to participate in the proceedings of the Hearing Board in the place of a member when a member disqualifies himself or herself on a particular matter. To the extent practicable, the Chairman shall vary between the alternates in assigning them to participation in the proceedings of the Hearing Board.

3.1.4 Authority. The Hearing Board is authorized and empowered to investigate, hear and determine all complaints concerning violations by any Unit Owner, Tenant, or Occupant, or by the Association, of the Governing Documents or of any Board Decision. The Hearing Board is further authorized and empowered to impose a fine as provided in Section 3,3.5 (c) of these Due Process Procedures in an amount not to exceed the maximum rate established in a fine schedule adopted by resolution of the Board on any person whom it finds to have violated the Governing Documents or a Board Decision, to require the non-prevailing party to reimburse the Association for its costs, including reasonable attorney's fees, in connection with the matter. The Hearing Board may order the Respondents to take such action as the Hearing Board shall deem necessary and appropriate to remedy or abate any violation found to have been committed (hereinafter referred to as the "Violation"). If the Respondents fail to take any action designated in the order, the Association or its authorized agents shall then have the right to enter the Owner's Unit or the Limited Common Area assigned thereto to perform any acts for the purpose of remedying or abating the matter set forth in the notice. Neither the Association nor its agents shall be liable for trespass in connection with any action taken pursuant to this Section. Fines and costs levied under these Due Process Procedures, including without limitation the costs to the Association of remedying any Violation, shall constitute special Assessments which shall be the personal obligation of the Respondents against whom they are assessed, shall be secured by a lien upon any Unit belonging to or occupied by such person, and shall be collectable in the manner provided for in Article 12 of the Declaration.

3.1.5 Officers. The Hearing Board shall elect from among its members a Chairman and a Secretary of the Hearing Board. In the event that either the Chairman or Secretary is replaced by an alternate as provided in Section 3.1.3, or a Temporary Hearing Board is designated as provided in Section 3.1.2, the members of the Hearing Board shall elect a Chairman Pro Tem and/or Secretary Pro Tem as the case may be.

3.2 Pre-Hearing Procedure

3.2.1 Informal Dispute Resolution Procedure. It is the intent of these Due Process Procedures that an informal process be followed prior to the initiation of a formal hearing process against any party subject to these Due Process Procedures. To that end, any member, employee or agent of the Association has the authority to request that an Owner, Tenant or Occupant of any Unit cease or correct any act or perform any omission which appears to be in violation of the Governing Documents or of any Board Decision. The informal request must be made, either verbally or in writing, prior to initiation of the formal

hearing process.

3.2.2 Written Complaint. If the dispute or violation is not resolved informally as provided for under Section 3.2.1, the formal hearing process may be initiated by filing a written complaint with the Secretary of the Hearing Board. The complaint may be filed by any Unit Owner, Tenant or Occupant, including a member of the Board, or may be filed by an employee or agent of the Association. The complaint shall be signed by the Complainant and shall contain a written statement, based upon the personal knowledge of the Complainant, of the charges, setting forth in ordinary language the acts or omissions with which the Respondent is charged, and shall contain a declaration, under the penalty of perjury under the laws of the State of Washington, that the allegations contained in the complaint are true and correct. If the Complainant is a Tenant or other non-Owner Occupant, the Owner of the Unit occupied by the Complainant must also sign the complaint as a co-Complainant, however, if the co-Complainant is lacking personal knowledge regarding any of the allegations contained in the complaint, the declaration by the co-Complainant may be based upon information and belief rather than upon personal knowledge. In order to allow the Respondent to prepare a defense; the complaint shall identity the specific provisions of the Governing Documents or Board Decision which the Respondent is alleged to have violated. the written complaint shall state as many of the specifics as are available regarding time, date, location, nature of violation, persons involved, etc., so that the complaint may be investigated by the Hearing Board and so that the Respondent may prepare a defense to the charges. The complaint shall also set forth the efforts which were made to resolve the matter informally as provided in Section 3.2.1. Upon receipt of the written complaint, the Secretary shall assign a number to the complaint to allow the complaint to be easily referred to, and shall note on the first page of the complaint that number and the time and date of receipt.

3.2.3 Service of Complaint and Notice. Within five (5) days of receipt of the complaint, the Secretary shall cause a copy of the complaint, together with a notice in the form specified in Section 3.2.4, to be served upon the Respondent, at the Unit address or at such other address which the Respondent has requested in writing that the Association use for the purpose of notices. Service of the complaint and notice shall be made in the manner required by Paragraph 3.2.5 of these Due Process Procedures. If the party who is the subject of a complaint is a Tenant or other non-Owner Occupant of a Unit, the Owner of the Unit in which that Respondent lives shall also be named as a Respondent under the complaint. No order adversely affecting the rights of a Respondent shall be made in any case unless the Respondent shall have been served as provided for in these Due Process Procedures.

3.2.4 Notice of Respondent's Rights and Hearing. The Secretary shall, at least fifteen (15) days prior to the hearing, serve upon the Respondent and Complainant in the manner provided for in Paragraph 3.2.5, a Notice of Respondent's Rights and Hearing.

3.2.5 Service: How Accomplished. Service of any documents required to be served by these Due Process Procedures shall be by leaving the documents with the party personally, by leaving the documents with a person of suitable age and discretion at the party's residence or by first class mail. If service is by personal service, the Secretary or other person accomplishing the service shall prepare and file with the Secretary an affidavit or declaration made under penalty of perjury stating the name of the person served and the time and place at which service was had. If service is by mail, the Secretary or other person accomplishing the service shall prepare and file an affidavit or declaration made under penalty of perjury stating that the time and place at which the document was deposited in the United States mail with first class postage prepaid and further stating the name of the person and place to which same was addressed. Service by mail shall be deemed to have been made three (3) days after mailing. Service upon the Association shall be made by service upon the Secretary or President of the Association.

3.2.6 Rescheduled Hearing. If the Complainant or Respondent can show good cause why they cannot attend the hearing, they must notify the Secretary of the Hearing Board at least 48 hours prior to the originally scheduled hearing except in cases of unexpected emergency. The Hearing Board may in its discretion reschedule the hearing for good cause shown.

3.2.7 Objections to Complaint. Any objection to the complaint on the grounds that the Hearing Board has no jurisdiction over the acts or omissions alleged in the complaint or that the complaint is so

indefinite or uncertain that the Respondent cannot identify the violating behavior or prepare his or her defense must be presented to the Hearing Board in writing within seven (7) days of the date on which the complaint is served on the Respondent. The Respondent shall also serve a copy of the objections on the Complainant within that time period. If the Hearing Board determines, either as a result of an objection or on its own initiative, that the complaint is insufficient, the complaint will be returned to the Complainant with a letter stating the reason for the rejection.

3.3.8 Amended Compliant. Not later than seven (7) days prior to the date set for the hearing, the Complainant may file an amended or supplemental complaint with the Secretary, who shall cause a copy of the amended or supplemental complaint to be served upon the Respondent in the manner required in Section 3.2.5, not later than 72 hours prior to the time set for hearing.

3.2.9 Default. Failure of one party to appear at a scheduled hearing, where that party prior to the hearing has failed to show good cause why the hearing shonld be rescheduled, does not preclude the Hearing Board from proceeding with the hearing, receiving evidence from and hearing arguments by the other party, and rendering a decision in the matter. Upon failure of the Complainant to appear, the Hearing Board may, in its discretion, terminate the matter.

3.2.10 Discovery. Either party or the Hearing Board, is entitled to:

(a) Obtain by written request the names and addresses of the witnesses to the extent known to the other party within 72 hours of the request to the other party, and

(b) Inspect and make a copy of any statements, writings, investigative reports or other documentary evidence relative to the subject matter of the hearing.

(c) Where a request has been made by the Hearing Board or the other party as provided in Section 3.2.10(a), only witnesses who were disclosed as required therein will be allowed to testify unless the opposing party waives objection to the witness during the hearing.

(d) Where a request has been made by the Hearing Board or the other party as provided in Section 3.2.10(b), only such evidentiary matter which was disclosed as required therein will be considered unless the opposing party waive objection to the evidence during the hearing.

Nothing in this Section shall authorize the inspection or copying of any writings or other thing which is privileged from disclosure by law or protected as attorney's work product. Any party claiming that a request for discovery has not been complied with shall submit a written statement of the facts and circumstances to the Hearing Board. The Hearing Board shall make a determination and issue a written order setting forth the materials or parts of the materials to which the petitioner is entitled and the sanctions to be imposed on non-compliance with the order.

3.2.11 Impartiality. It shall be the duty of each member of the Hearing Board to make a determination as to whether he or she is able to function in a disinterested and objective manner in consideration of the matter before the Hearing Board. Any member incapable of objective and impartial consideration of the case shall disclose that to the Hearing Board and shall disqualify and remove him or herself from participation in the consideration of the proceedings, and have it so recorded in the minutes of the Hearing Board. If the Chairman designates an alternate to serve in the withdrawing member's place as provided in Section 3.1.3.

Either party may challenge any member of the Hearing Board for cause where a fair and impartial hearing cannot be afforded; provided that the challenge must be made before the issuance of any order or the taking of any evidence or testimony in the proceeding. In the event of a challenge, the Board shall meet to determine its sufficiency. If a majority of the Board sustains the challenge, the Board shall appoint an alternate to serve in connection with the matter. If the Board is unable to appoint a designated alternate to fill the vacancy, the Board shall appoint another member of the Association to serve on the Hearing Board in the particular case in which the challenge arose. All decisions of the Board shall be final.

3.3 Hearing Procedure

3.3.1 Conduct of Hearing. The hearing shall be heard by the members of the Hearing Board, including any alternates designated to serve on the Hearing Board in the particular case. The Respondent shall appear in person or by a duly authorized representative if the Respondent submits to the Secretary the written authority of the representative to appear on his or her behalf. The Chairman, or in his or her absence the Chairman Pro Tern, shall preside over the conduct of the hearing and shall make any necessary evidentiary rulings. The hearing shall be informal. At the beginning of the hearing the Chairman shall explain the rules and procedures by which the hearing is to be conducted.

3.3.2 Order of Proceedings. The order of proceedings shall be as follows:

(a) Each party to the proceeding is entitled to make an opening statement setting forth their version of the case, starting with the Complainant.

(b) Each party, starting with the Complainant, is entitled to produce evidence, witnesses and testimony, subject to Section 3.2.10, above. The other parties are entitled to cross-examine any witnesses and the opposing party after the party presenting the testimony has concluded with the witness.

(c) Any member of the Hearing Board may question any party or witness. The Hearing Board members may, on their own motion, call witnesses or secure tangible evidence. A party may within a reasonable time prior to the hearing date request the Hearing Board to call witnesses or secure tangible evidence. The request shall be granted or denied in the discretion of the Hearing Board.

(d) Each party, starting with the Respondent, is entitled to make a closing statement. The Respondent is entitled to make a final statement in rebuttal following the Complainant's closing statement.

(e) At the request of the Respondent the Hearing Board may decide, in its discretion, to conduct the hearing in executive session, excluding such persons other than the members of the Hearing Board, the Manager of the Association, the parties, and their respective counsel as the Hearing Board shall in its discretion determine appropriate.

(f) Each party has the right to representation by counsel at his or her own expense.

(g) The Hearing Board may expel any person from any hearing for improper, disorderly or contemptuous conduct.

3.3.3 Rules of Evidence. The following rules of evidence shall apply to proceeding before the Hearing Board.

(a) Any relevant evidence which is not privileged is admissible regardless of whether the evidence is hearsay or otherwise inadmissible in a court of law. The Chairman may exclude irrelevant, immaterial or unduly repetitious evidence.

(b) At the request of any party to the proceeding, made in writing delivered to the Secretary of the Hearing Board a least five (5) days prior to the date of the hearing, or at the direction of the Chairman, oral evidence shall be taken on an oath or affirmation administered by a Notary Public or other official authorized by the State of Washington to administer oaths.

3.3.4. Assurance of Voluntary Compliance. The Hearing Board in its discretion, in lieu of or in addition to conducting the hearing, may accept an Assurance of Voluntary Compliance from any Respondent. Unless otherwise specified therein, giving an Assurance does not constitute an admission that a violation of any provision of the Governing Documents or of any Board Decision has taken place. In the

discretion of the Hearing Board, the Assurance may include a stipulation for payment of damages, costs or attorney's fees by Respondent to the Complainant and/or the Association. From time to time, a person who has made an Assurance of Voluntary Compliance shall provide all information the Board reasonably requests to determine whether the Respondent is in compliance with the Assurance. The Hearing Board is not precluded from further action by its acceptance of an Assurance of Voluntary Compliance in the event that the Respondent violates the terms of that Assurance.

3.3.5 Decision and Order

(a) As soon as possible after all testimony and documentary or physical evidence has been presented to the Hearing Board, but in no case more than ten (10) days after the close of the hearing, the Hearing Board shall meet in executive session to deliberate and reach a decision. A decision of a majority shall be controlling. The decision of the Hearing Board shall be in writing, and shall summarize the evidence presented to and considered by the Hearing Board, shall state the facts upon which the Hearing Board has based its decision and shall contain a finding as to whether or not the Respondent has violated the Governing Documents or a Board Decision. The decision of the Hearing Board must be based on Substantial evidence which shall be set forth in the decision.

(b) Upon a decision that a violation has occurred, the Hearing Board may order that the Respondent shall do or refrain from doing any act necessary to cause the Respondent to comply with the provisions of the Governing Documents and/or any Board Decision. The order of the Hearing Board shall become effective five (5) days after it is served on the Respondent in the manner provided for in Section 3.2.5 unless the Hearing Board otherwise provides in its order.

(c) The Hearing Board may provide in its order for the imposition of a reasonable fine not to exceed the maximum amounts set forth prior to the alleged Violation in a schedule of fines adopted from time to time by resolution of the Board of Directors. The fine may include a daily fine in the event that the Respondent does not comply with the order of the Hearing Board, including the payment of the fine, within the allotted time. The Hearing Board may also provide in its order that the non-prevailing party shall reimburse the costs, including reasonable attorney's fees, fees of a Temporary Hearing Officer, costs of transcription of the hearing and costs of the attendance of an official authorized to administer oaths, incurred by the Association (except where the Association is the non-prevailing Complainant) and/or the prevailing party in connection with the proceeding, and may require the non-prevailing party to reimburse the Association for any damages found to have been caused by that party or a person for whom that party is responsible under the Governing Documents of the Association. Any fine or charge so imposed by the Hearing Board shall be the personal obligation of the person against whom it is imposed, shall constitute a lien upon the Unit owned or occupied by that person, and may be collected in the manner provided in the Declaration and the Act for the collection of Assessments.

(d) The decision of the Hearing Board, including a minority opinion if any, shall be served on each party to the matter forthwith in the manner provided for in Section 3.2.5 of these Due Process Procedures. A copy of the decision and order shall be sent to the Secretary of the Association and rued in the books of the Association.

3.4 Judicial Enforcement.

Failure to comply with a provision of the Governing Documents or a Board Decision, or to comply with a decision of the Hearing Board following notice of a violation and an opportunity for a hearing, shall be sufficient grounds for an action to recover sums due for damages, which shall include any fines levied by the Hearing Board and any costs incurred by the association and/pr the prevailing party in connection with the proceedings before the Hearing Board, maintainable by the Association (acting through the Board) on behalf of the Owners. Such failure shall further be sufficient grounds for the issuance of injunctive relief in such an action. Nothing contained in the Governing Documents shall be deemed or construed as a waiver of the Association's right to bring an action as provided in this Section or in R.C. W. 64.32.060 and/or R.C. W. 64.34.455 without first exhausting the Association's internal enforcement procedures in cases where the Board deems immediate legal action to be necessary or appropriate. If the Board fails or refuses, after the filing of a complaint pursuant to Section 3.2.2 by an aggrieved Owner, to take appropriate action to enforce compliance with any provision of the Governing Documents, any Board Decision, or any Hearing Board decision, an aggrieved Owner on his or her own may maintain an action for damages or injunctive relief against the party (including an Owner or the Association) failing to comply. In any action brought as provided in this Section, the prevailing party shall be entitled to recover as part of its judgment a reasonable sum for attorneys' fees incurred in connection with the action, in addition to taxable costs permitted by law.

3.5 Enforcement Against Tenants.

If a Tenant occupying a Unit fails to comply with a provision of the Governing Documents, a Board Decision or a decision of the Hearing Board, then, in addition to all other remedies which it may have, the Board shall notify the Unit Owner of the violation(s) and demand that the same be remedied through the Unit Owner's efforts within thirty (30) days after the notice. If the violation(s) is(are) not remedied within the thirty (30) day period, then the Unit Owner shall immediately, at his or her own cost, institute and diligently prosecute an unlawful detainer action under the Washington Residential Landlord Tenant Act or any successor statute on account of the violation(s). The action shall not be compromise or settled without the prior written approval of the Board.

SECTION 3 RESOLUTIONS OF THE BOARD OF DIRECTORS OF PSCA

REGARDING A COLLECTION POLICY FOR DELINQUENT ACCOUNTS

WHEREAS the Board of Directors of the Association is charged with the responsibility of collecting assessments for common expenses from homeowners pursuant to Article 12 of the Declaration; and

WHEREAS from time to time homeowners become delinquent in their payments of these assessments and fail to respond to the demands from the Board to bring their account current; and

WHEREAS the Board deems it to be in the best interests of the Association to adopt a uniform and systematic procedure for dealing with delinquent accounts in a timely manner, and further believes it to be in the best interests of the Association to refer these accounts promptly to an attorney for collection so as to minimize the Association's loss of assessment revenue: and

WHEREAS the Board has retained the Association's attorneys for their experience in representing condominium and homeowners associations in collections and other matters; and

WHEREAS the Board has directed the Association's attorneys to represent the Association on the terms outlined in this resolution; **NOW, THEREFORE,**

BE IT RESOLVED that the Association's attorneys shall pursue all collection and other matters which the Board, acting through the Manager, may from time to time refer to them and to provide any advice and counsel which the Board may from time to time require; and

BE IT FURTHER RESOLVED that the Manager, acting on behalf of the Association, shall pay the Association's attorneys their usual and customary charges for time incurred in connection with their representation of the Association, together with all costs incurred by the firm, including but not limited to fees and charges for filing, service of process, messenger service, photocopies, postage, long distance calls, investigator's services, credit reports, and title reports, promptly upon receipt of the monthly invoice; and

BE IT FURTHER RESOLVED that pursuant to Article 12, Section 12.2 of the Declaration and RCW 64.34.364 (13) there is hereby levied against any assessment account which is not paid in full as of the fifteenth (15th) day of the month a late fee in the amount of twenty five dollars ($25.00) which the Manager is authorized and directed to charge to and collect from any delinquent homeowner; and

BE IT FURTHER RESOLVED that the Manger is directed to send to any homeowner who is more than fifteen (15) days delinquent in the payment of regular or special assessments, or other charges authorized by the Association's Governing Documents (hereinafter referred to as" Assessments"), a written notice (hereinafter referred to as the "First Notice") of the late fee and a request for immediate payment; and

BE IT FURTHER RESOLVED that the First Notice and the Second Notice sent by the Manager to the delinquent owner shall state that any request for special consideration of hardship circumstances, including all reasons why the Board should consider the request, must be submitted in writing to the Board before the Assessment becomes sixty (60) days delinquent, together with a request for a hearing, or in the alternative, a request that the determination be made by the Board based on the written request, and if not so submitted, then such request shall have been deemed waived; and

BE IT FURTHER RESOLVED that the Manager is directed to send to any homeowner who is more than one (1) month delinquent in the payment of Assessments written notice (hereinafter referred to as the "Second Notice") that,

if the account is not paid in full within fifteen (15) days, a Notice of Claim of Lien will be recorded and a copy thereof will be forwarded to any lender with a mortgage against the unit; and

BE IT FURTHER RESOLVED that the Manager is directed to file a Notice of Claim of Lien against the delinquent unit as described in the letter to the homeowner and is further directed to send a copy thereof to the homeowner's lender if the homeowner's Assessments remain delinquent for fifteen (15) days after the date of the Second Notice; and

BE IT FURTHER RESOLVED that the Manager is directed to send to any homeowner who is more than sixty (60) days delinquent in the payment of Assessments, a written notice (hereinafter referred to as the "Third Notice"), that if the account is not paid in full within ten (10) days it will be turned over to the Association's attorneys for collection and the homeowner will be liable for payment of the minimum charge imposed by the Association's attorneys to cover fees and costs charged to the Association; and

BE IT FURTHER RESOLVED that the Manager is directed to refer any account which remains delinquent for ten (10) days after the Third Notice to the Association's attorneys for collection: and

BE IT FURTHER RESOLVED that the Manager is directed to consult with the Association's attorneys and turn over for collection immediately an account where the owner files or is the subject of a petition for relief in bankruptcy or a lender has commenced any action for foreclosure of its lien against the unit; and

BE IT FURTHER RESOLVED that the following policies shall apply to all delinquent accounts turned over to the Association's attorneys for collection:

1. All contacts with a delinquent homeowner shall be handled through the Association's attorneys. Neither the Manager nor any Association officer or director shall discuss the collection of the account directly with a homeowner after it has been turned over to the Association's attorneys unless one of the Association's attorneys is present or has consented to the contact.
2. All sums collected on a delinquent account shall be remitted to the Association in care of the Association's attorneys until the account has been brought current.
3. A three-month security deposit shall be assessed on the account as authorized by Article 12, Section 12.11, of the Declaration; however, the Association's attorneys are granted the discretion to waive this security deposit in whole or in part under circumstances that they deem to be appropriate.
4. The Association's attorneys' minimum legal fee shall be assessed against each delinquent unit and its owner (including repeat offenders) when the account is turned over to the Association's attorneys for collection. That amount shall be credited against the fees and costs actually incurred in the collection of the homeowner's account. All legal fees and costs incurred in the collection of the delinquent account shall be assessed against the delinquent unit and owner and shall be collectable as an Assessment as provided in Article 12, Section 12.9 of the Declaration and RCW 64.34.364(14). .
5. The Association's attorneys shall give notice, as allowed by Article 12, Section 12.15 of the Declaration and RCW 64.32.200, to the delinquent homeowner that, if the delinquent account is not brought current within the time stated, or a satisfactory agreement has not been reached to accomplish this, any or all utilities to the unit may be severed and may remain severed until full payment is received. At the expiration of the notice period the Association's attorneys shall inform the Manager, of the status of the account and the Manager shall make arrangements immediately to sever the electrical service to the delinquent unit, together with any other utility services which can be severed or disconnected at a reasonable cost to the Association. The costs of disconnection and reconnection shall be a charge assessed to the delinquent unit and homeowner.
6. In the event that a delinquent unit is rented by its owner, the Association's attorneys are authorized, pursuant to Article 12, Section 12.14 of the Declaration, to demand and collect the rent from the tenant in the unit, and in the

event that the tenant agrees to make, and does make, the required payments, no utility service to the unit shall be disconnected.

7. To the extent that the Associations attorneys, in their discretion, consider it to be appropriate in the circumstances, they are authorized to enter into an installment payment plan, secured by a Stipulation for Judgment: provided, however, that any payment plan which provides for a down payment of less than the greater of one third (1/3) of the delinquent balance or twice the current monthly assessment, or monthly payments of less than twice the current assessment amount, or a duration in excess of six (6) months shall require the approval of the Board president.

8. Where, at the expiration of the period specified in the Association's attorneys' demand letter, an account remains delinquent and without a payment plan embodied in a signed Stipulation for Judgment or a signed agreement, the Association's attorneys are authorized to take such further action as they, in consultation with the Board president, believe to be in the best interest of the Association, including but not limited to:

a) Filing suit against the delinquent homeowner for money due pursuant to Article 12, Section 12.9 of the Declaration, and RCW 64.34.364(12);

b) Filing a proof of claim in bankruptcy; or

c) Instituting a judicial action for foreclosure of the Association's lien, pursuant to Article 12, Section 12.12 of the Declaration, and RCW 64.34.364(9) and seeking the appointment of a receiver for the unit pursuant to Article 12, Section 12.13 of the Declaration, and RCW 64.34.364(10) or RCW 64.32.200 and

BE IT FURTHER RESOLVED that a copy of this resolution shall be sent to all homeowners at their last known addresses.

This resolution was adopted by the Board of Directors on December 6th, 2002, and shall be effective immediately.

PARK SUMMIT CONDOMINIUM ASSOCIATION
AMENDMENT TO REVISED RULES AND REGULATIONS

A new Section 11.3 is hereby added to Article 11 of the Revised Rules and Regulations as follows:

11.3 Tenant Screening.

11.3.1 Applicability. Section 11.3 shall be applicable to the Rental of any Unit in the Condominium other than to a Related Party.

11.3.2 Definitions. Unless the context requires otherwise, the definitions in the Due Process Procedures, the Declaration and the Act shall apply in interpreting these Rules. As used in these Rules, the following additional terms shall have the following meanings:

11.3.2.1 "Applicant" means a person who wishes to become a Tenant of a Unit in the Condominium, and for the purposes of Section 11.3 of the Rules shall not include a Related Party.

11.3.2.2 "Related Party" means a person who has been certified in a written document filed by a Unit Owner with the Association to be the spouse, parent, parent-in-law, sibling, sibling-in-law, parent's sibling, or lineal descendant or ancestor of the Owner or the lineal descendant or ancestor of any of the foregoing persons, the officer or director of any Owner which is a corporation, the member of any Owner which is a limited liability company or professional limited liability company, the trustee or beneficiary of any Owner which is a trust, or the partner of any Owner which is a partnership. Notwithstanding the foregoing to the contrary, a person who is the settlor and trustee of a living trust that owns a Unit shall be deemed to be the Owner of the Unit for all purposes under the Declaration.

11.3.2.3 "Renting" or "Leasing" a Unit means and includes the granting of a right to use or occupy a Unit, for a specified term or indefinite term (with rent reserved on a periodic basis), whether or not in exchange for the payment of rent (that is, money, property or other goods or services of value), and the occupancy of a Unit solely by a person or persons other than its Owner, whether or not rent is paid; but does not mean and include joint ownership of a Unit by means of joint tenancy, tenancy-in-common or other forms of co-ownership, or the occupancy of a Unit by any person who resides in a Unit with its Owner, whether or not rent is charged therefor.

11.3.3 Tenant Screening Required. Any Unit Owner who desires to rent a Unit to an Applicant shall, prior to entering into a lease or otherwise granting occupancy of the Unit to a Tenant, submit to the Property Manager for each Applicant a fully completed rental application and consent to obtain a consumer credit report, in the form provided by the Association, together with payment of the tenant screening fee prescribed by the tenant screening service with which Association has contracted (referred to in the Rules as the "Service").

11.3.4 Nature of Screening Required. The Property Manager shall forward the application and consent to the Service which shall take the following steps with regard to each Applicant:

11.3.4.1 Obtain a consumer credit report on the Applicant;

11.3.4.2 Verify the Applicant's employment for the last two years;

11.3.4.3 Check the Applicant's rental history in its database and with all landlords during the last two years, either as reported by the Applicant or disclosed by the Service's investigation.

11.3.4.4 Check the public records in the counties of the Applicant's residence for bankruptcy and unlawful detainer actions and criminal convictions involving the Applicant;

11.3.4.5 Report such information as is disclosed by its investigation to the Property Manager, who shall forward a copy of the information to the Unit Owner.

11.3.5 Responsibility for Tenant Selection. Neither the Property Manager nor the Association shall evaluate any information provided by the Service or in any way make a determination or recommendation as to the suitability of any Applicant. The selection of a suitable and appropriate Tenant shall be the sole responsibility of the Owner.

11.3.6 Confidentiality. The Property Manager and the Owner shall treat all information received in accordance with the requirements of the Federal Fair Credit Reporting Act and any other applicable state or federal laws and not disclose the contents of any report to the Applicant or any other person not permitted access to such information provided by the Service. The Property Manager and each Owner submitting an application shall sign a Non-Disclosure Agreement which spells out the signer's duties under the law with regard to the information provided by the Service.

11.3.7 Owner's Use of Altemative Service. In lieu of obtaining the required information with regard to an Applicant through the Association, an Owner may obtain such information directly from a comparable tenant screening service. In lieu of providing a means for the Owner to obtain a screening report through the Association, the Board may require the Owner to obtain such information directly from a tenant screening service which provides the information required by Paragraph 11.3.4. In either such event, the Owner shall transmit a copy of the Applicant's application and proof that the Owner has obtained a screening service's report for the Applicant to the Property Manager prior to entering into a lease or rental agreement.

11.3.8 Penalty for Violation. The fine for violation of Section 11.3 shall be $250.00 for not submitting the required paperwork before the Tenant occupies the Unit, $500.00 for not submitting the required paperwork within fifteen (15) days after the Tenant occupies the Unit, and $750.00 for not submitting the required paperwork within thirty (30) days after the Tenant occupies the Unit

CERTIFICATE OF ADOPTION

The undersigned president and secretary of Park Summit Condominium Association certify that the foregoing Rules were duly adopted by the Board of Directors in accordance with the procedures provided in Section 10.3.1 of the Declaration at a meeting of the Board duly held on the 11th day of April, 2005 and shall be effective on the 1st day of June, 2005.

DATED this 23rd day of May, 2005.

PARK SUMMIT CONDOMINIUM ASSOCIATION

By: _____
President

ATTEST: The above amendment was properly adopted.

By: _____
Secretary

ADDENDUM TO RULES AND REGULATIONS
OF PARK SUMMIT CONDOMINIUM ASSOCIATION

The following rule is added to the Rules and Regulations effective immediately:

Second hand smoke, also known as Environmental Tobacco Smoke ("ETS") is a scientifically recognized carcinogen, and is widely known to be an annoyance to many persons exposed to it. Consequently, no person shall carry or smoke any lighted smoking apparatus, equipment or product (hereinafter referred to as "Smoking Apparatus") in any of the Common Areas at any time. No person may smoke or otherwise burn any Smoking Apparatus in any Apartment or Limited Common Area in a manner which causes smoke to be a nuisance or annoyance to any other resident of the Condominium.

The Board herby declares that violation of this Rule is an activity that constitutes misconduct, and therefore subject to fines as outlined in the House Rules of Park Summit Condominium.

Adopted by the Board of Directors the 2nd day of February 2011.

President

ATTEST:

Secretary

ADDENDUM TO RULES AND REGULATIONS
OF PARK SUMMIT CONDOMINIUM ASSOCIATION

The following rule is added to the Rules and Regulations effective immediately:

The following is an addendum to House Rule, Article 2 ARCHITECTURAL UNIFORMITY/ALTERATIONS, 2.4 which shall now be 2.4.1 to read:

> *All floated floors must have an underlayment with a rating of IIC 65 or more and be approved by the Board of Directors.*

The Board hereby declares that violation of this Rule is an activity that constitutes misconduct, and therefore subject to fines as outlined in the House Rules of Park Summit Condominium.

Adopted by the Board of Directors the 9 day of AUGUST 2011.

President

ATTEST:

Secretary

ADDENDUM TO RULES AND REGULATIONS

OF PARK SUMMIT CONDOMINIUM ASSOCIATION

The following rule is added to the Rules and Regulations effective December 1, 2016.

The following is an addendum to the House Rule, Article 10 GENERAL RULES NOT PREVIOUSELY ADDRESSED, which will now be 10.9 to read:

No Contractor key boxes may be placed on the railing or exterior of the building at Park Summit. Any contractor key box placed against this rule will be removed by the association without notice. Homeowner(s) will be subject to fines if they or their contractor(s) place key box on the outside of the building.

Adopted by the Board of Directors the 1st day of November, 2016.

President 11-8-2016