

1725 WASHINGTON STREET HOMEOWNERS ASSOCIATION



RESIDENTS GUIDE

Version 1.00

To Our Neighbors,

Welcome to 1725 Washington Street. The success of a residential community is contingent on knowing what is required for residents to live together in harmony.

This Residents Guide provides guidance for day-to-day living. Your board of directors (the Board) has adopted the following rules to protect the resident's right to live in comfort and safety.

Rules and regulations do not supersede or change the CC&Rs or bylaws and they are equally enforceable under the law. All rules and regulations herein apply to all residents, owners, and tenants/occupants.

Owners shall be responsible for their respective tenants' and occupants' adherence to the rules and regulations. Each owner is responsible for providing his/her tenant(s) with a current copy of the rules and regulations.

The monthly maintenance assessment by the association on common property will depend, in large measure, on the care and consideration of every resident. As maintenance costs increase, so do association dues and the cost to live here.

The Board has delegated the day-to-day management of the association to a professional property management company. Its duties include offering advice to the Board, implementing the Board's decisions, maintaining accounting records, supervising contractors, and overseeing the day-to-day operations of the association.

We encourage you to become involved in your association. Attend Board meetings. Volunteer. All correspondence addressed to the Board or the property manager will be reviewed and discussed

Please don't hesitate to email or call the property manager if you see someone disrespect where you live. It is the management company's business to attend to such matters on behalf of the board, and they do it well.

Yours truly,

the Board

PLEASE NOTE

RECEIPT OF THIS DOCUMENT IS FORMAL NOTICE

NO ADDITIONAL WARNING WILL BE GIVEN

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Document History

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A. The Board – Powers and Duties

The 1725 Washington Street Homeowners Association is a nonprofit corporation where all unit owners are members with rights and obligations. The association and the Board are established by, and derive power from, the provisions of the governing documents. Each owner is provided copies of the governing documents at the time of purchase.

Management of the association is vested in the elected Board. The powers of the Board are fully set forth in the governing documents. Generally speaking, the Board is obligated to carry out the mandates of the association's governing documents. This includes planning and managing the association's budget, ensuring compliance with rules, and making sure that the common areas, building structure, and building systems are maintained or improved to maintain its value.

Membership on the Board is a voluntary, uncompensated position. Anyone who is a member of the association may apply to be a member of the Board when a position is available.

1. Governing documents

- a. Articles of Incorporation of 1725 Washington Street Homeowners Association, February 7th, 2006
- b. Bylaws, February 17th, 2006
 1. Reference: bylaws, section 9.1 & 9.3
- c. Covenants, Conditions and Restrictions (CC&Rs), April 17th, 2006

2. The Board, in addition to the other powers set forth in the condominium documents, shall have the power to

- a. Enforce provisions of the condominium documents
- b. Formulate rules for the common area and facilities
- c. Initiate and execute disciplinary proceedings against members for violations of provisions of the condominium documents
- d. Enter any unit as necessary in connection with construction, maintenance, or emergency repair for the benefit of the common area or the owners in common

3. In addition to the other duties set forth in the condominium documents, the Board shall have the duty to

- a. Fix the amount of the annual assessment at least 45 days in advance of each annual assessment period
- b. Send written notice of each assessment at least 45 days in advance of each annual assessment period

B. Animals

Household pets are allowed as follows (see CC&Rs Section 7.4). While in the building, all pets must be leashed or caged, or confined within the owner's unit.

1. Allowable animals
 - a. Bird, two (2) caged
 - b. Cat
 - c. Dog, excluding Presa Canario breed
 - d. Fish
 - e. No animal of any kind shall be raised, bred, or kept in any unit for breeding or for any commercial purpose.
2. The number of dogs/cats shall not exceed two (2).
3. If an animal becomes a nuisance, action will be taken.
 - a. All animals shall be the exclusive responsibility of the unit owner.
 - b. The resident is responsible for clean up of animal waste immediately.
 - c. Damage to the building by animals will be at the expense of the unit owner.
 - d. Control should be exercised over noise made by pets.
 - e. No animal may be tied outside on the roof deck or in front on the building.
 - f. Animal may be fed inside the owner's unit, never in common areas, in front of the building, or on a balcony.

C. Architectural Control Committee

The Architectural Control Committee is established by and derives its power from the bylaws, Article XII, and reports to the Board.

1. Membership shall consist of three (3) members, appointed as follows.
 - a. May 1st, 2006 through April 28th, 2007, the builder shall appoint all members
 - b. As of April 29th, 2007 and until 80% (13 units) of the units have been sold or until April 29th, 2011, the builder shall appoint two (2) members and the Board shall appoint one (1)
 - c. As of April 29th, 2011, the Board shall appoint all members
2. Duties
 - a. To ensure that architectural standards are met or exceeded
 - b. Propose rules for Board consideration, if necessary
 - c. Monitor any construction or improvements to the common areas.

D. Bicycles

Our community supports cycling as a highly desirable method of transportation, healthy for the rider and good for the greater community. The builder, however, did not include bicycles in the building plan/design. This constraint has put your Board in the position of having to consider each request based on the owner's assigned parking area.

If you wish to keep a bicycle at the building, please make a request and the Board will do its best to find a solution.

1. If an owner wishes to store a bicycle onsite, a request must be submitted to the Board for approval.
2. Bicycles are to be stored off-site.
3. Bicycles must enter the building through the garage and are only allowed in the garage.
4. Bicycles are not to be in the lobby, in the elevator, in the hallways, or in the stairwells.

E. Fees

Fees recoup some of the costs associated with moving in or out of the building, replacement of keys and remote controls, and collecting fees and fines. The list below is not all-inclusive. Fines and fees may increase depending on the circumstance, and are imposed at the discretion of the Board.

1. Fees

- a. Garage Door Remote Control Replacement: \$50.00
- b. Late Payment: \$25.00
- c. Legal Costs: case specific
- d. Lobby Key Replacement: \$25.00
- e. Move-in fee: \$500.00

2. Failure to pay fines or fees when due will result in collection procedures and, ultimately, legal action.

F. Fines

Enforcement of the CC&Rs, bylaws, articles of incorporation, and these rules, lies with the Board. The Board requests that, in the spirit of goodwill and neighborliness, all residents comply with the governing documents and these rules.

However, in the event of a violation, the Board will take the following action. Owners are responsible for damage to the common areas. Fines shall be assessed against owners for violations by owners, their guests, or their tenants/occupants. All costs incurred by the association to enforce rules or collect damages or fines are the responsibility of the unit owner concerned.

1. Should you see a violation
 - a. Bring the violation politely to the attention of the offender. If this does not resolve the situation, then
 - b. Report the violation to the property manager via email or letter. Provide the 1) name and address of the offender, 2) date, time, and location of the incident, and 3) any other pertinent information
2. First violation
 - a. Upon receipt by the property manager of a written description of the violation by a resident, notice is sent to the owner and the resident reminding them of the rule and that it shall be enforced.
 - b. The owner must comply within 14 calendar days from the date of the notice
 - c. Immediate compliance is required if life or property is in jeopardy.
3. Second violation
 - a. Notice is sent to the owner that there will be a hearing within 14 days of the date of notice
 - b. If life or property is in jeopardy, a hearing will be held within 48 hours
 - c. A fine will be assessed for each continuing violation
4. Subsequent violations
 - a. A fine will be assessed for each continuing violation
 - b. In the event of continued violation, the HOA can commence legal action
 - c. Failure to pay fines or fees when due will result in late fees and interest charges.
5. The fine is \$100 per violation.

G. Garage and Parking Area Rules

Each unit owner is assigned a parking area for the purpose of parking one (1) vehicle (see CC&Rs Section 7.3). Our garage is for vehicles only, no storage. Residents are encouraged to help keep the garage clean at all times.

1. Security

- a. Parking in the driveway, parallel parking in front of the driveway, or in any way blocking the driveway is not allowed. All towing charges are the responsibility of the vehicle owner.
- b. Please stop and wait for the door to close upon entrance or exit. Use your rear-view mirror to ensure that no one enters the building through the garage.
- c. The garage door is to remain closed at all times except when entering or exiting the garage or while a resident is present.

2. Vehicle Requirements

- a. All vehicles must have current state registration and license plates and must be in running condition.
- b. No vehicle that emits extraordinary or offensive levels of exhaust pollution or noise shall be allowed in the garage.
- c. No trailer, camper, mobile home, truck (other than a standard size pickup truck or standard size van), boat, inoperable or unregistered automobile, or similar equipment is permitted.
- d. Service and repair of vehicles is not permitted at any time. Emergency tire replacement is allowed.

3. Garage Maintenance

- a. The resident responsible shall clean leakage or spill of any fluid (e.g., gasoline, oil, or other fluids) immediately. Clean up or removal expense incurred by the association will be collected from the unit owner.
- b. At least annually (or as needed) the garage is power washed. Upon prior notice, all vehicles shall be removed for the period stated in the notice for power washing the garage.

H. Garbage and Refuse Removal

1725 Washington Street is a recycling community. Recycling bins are provided in addition to garbage bins.

Residents are to help keep common areas clean. Household waste must be properly sorted (garbage vs. recyclable), suitably wrapped to avoid spills, and transported from each unit to the garbage containers in the garage.

1. Household refuse and garbage shall be contained and transported from the resident to the garage in leak-proof garbage bags.
2. Household refuse and garbage shall be placed in either the garbage or recycling containers. Do not put refuse anywhere on the floor or on top of containers.
3. Cardboard boxes must be flattened before going in the container.
4. No article longer or wider than the garbage containers can be left in the garbage pick-up area. The owner must dispose of these items.
5. Disposal of toxic waste – No owner or occupant shall dispose of any toxic material in the building or in a manner that is inconsistent with local and federal law. **The Board shall levy a \$1,000 fine against the owner of a unit whose occupants have illegally disposed of any toxic material.** Toxic materials include, but are not limited to, oil, antifreeze, solvents, gasoline, paint, etc.

I. Moving Day

Regardless of moving in or out, residents must schedule a moving day with the property manager. Request for a moving day must be seven (7) days before move-in to schedule inspections.

1. The owner must provide the property manager with the appropriate completed data form(s).
 - a. Owner Information form
 - b. Payment of Move-in fee
 - c. And, if the unit is rented, the Rental Unit Information form
2. Upon move-in/-out, the owner/tenant and the property manager make before and after inspections of the common property, recording any damage.
 - a. Damage incurred during moving is recorded and shall be repaired by the HOA at the expense of the unit owner.
 - b. Moving is not to commence until the property manager ensures that the elevator pads are installed. The property manager will see that the pads are properly stored when moving is complete.
 - c. Garbage not properly discarded is recorded and shall be removed by the HOA at the expense of the unit owner.
 - d. Within 14 days of the move-out inspection, the HOA shall invoice the owner for any cost to repair damage.
3. The owner or tenant moving is responsible for lobby and garage security. Doors must not be left open and unattended.
4. Moving hours are 8 am to 6 pm, Monday through Friday.

J. Rental Units

Owners may rent their unit(s) in accordance with Section 7.6 of the CC&Rs. The owner has the right to lease the condominium, provided that the lease is for the entire unit, the lease is in writing, and is expressly made subject to the association's governing documents and the Residents Guide, and further provided that the breach by tenant of such covenants, conditions, restrictions, limitations, uses or rules shall also be a breach of the lease.

Fines shall be assessed against owners for violations that their guests or tenants/occupants commit. All costs incurred by the association to enforce rules or collect damages or fines are the responsibility of the unit owner concerned. Owners will be notified of tenants' violations. Owners are responsible for obtaining their tenants' compliance. Owners are subject to any fines or remedial costs imposed as a result of non-compliance.

Owners are reminded the CC&Rs (Section 7.22) prohibit occupancy of any unit by more than three (3) adult persons without prior written approval from the Board.

1. The owner shall make arrangements for moving day with the property manager at least seven days before the desired move-in or move-out date. **The HOA recommends that the Rental Unit Information form be completed at the time the lease is signed and immediately delivered to the property manager.**
2. The owner is to provide a new resident with the (downloadable) [Residents Guide](#).
3. The property manager must receive the signed Rental Unit Information form and the move-in fee must be paid in full three (3) days before move-in to avoid rescheduling the move date.
4. All business transactions are between the Board and the owner. The Board neither solicits nor accepts payments from tenants.
5. The owner is to provide lobby door keys and garage door remotes, acquired from the HOA, to the tenant(s).