

CRESCENT BAR CONDOMINIUM ASSOCIATION
RULES AND REGULATIONS
REVISED: 5/27/20
Board Approved Date: 5/30/2020

The purpose of these administrative rules and regulations are for the general wellbeing of all owners, residents, guests and tenants, hereafter called "occupants" of Crescent Bar Condominium Association and also to protect the reputation and desirability of Crescent Bar Condominium Association by providing maximum enjoyment of the Project.

The full authority and responsibility of enforcing these rules reside in the Board of Directors of the Association.

The Board may delegate that authority and responsibility to a Manager. All owners, their families, tenants, rental agencies, employees and any other persons using the Project on their behalf, shall be bound by these rules and standards of reasonable conduct whether covered by these rules or not.

ADMISSION TO THE COMMON AREAS

1. Condo owners, guests of owners and registered renters will be admitted to the common area. Renters are limited to the number of people the unit is registered to sleep and are not allowed guests. Guests of owners will be limited to six per unit, or the number of people the unit is registered to sleep, whichever is greater. Owners of rented units may enter the common area for business purposes.
2. Condo owners, guests of owners and renters must wear Crescent Bar Condo management approved wristbands at all times when on the condo premises. Replacement wristbands will be issued at management discretion with possible fees based on circumstances.
3. Owners and Occupants of condominiums are permitted to use a total of two parking stalls. Owners and Occupants are required to register their vehicle, giving their name, telephone number, make of car and license number prior to occupying their condo. Vacation rental/guests shall be provided with management approved pass to display visibly in their vehicle. These cards will carry an expiration date. ANY VEHICLE FOUND IN THE PARKING LOT WITHOUT A CURRENT PARKING PASS WILL BE TAGGED WITH A VIOLATION NOTICE AND GIVEN 24 HOURS NOTICE TO REMOVE. AT THE END OF THE 24 HOUR TIME PERIOD, IF STILL PARKED AND UNAUTHORIZED, THE CAR IN VIOLATION WILL BE TOWED AWAY AT THE OWNER'S EXPENSE. When workmen are performing work on a condo, the occupant shall advise them to place information on their dash as to what unit they are working in.
4. Owners must notify the Association of the names and dates of anticipated occupancy of lessees, renters or guests. This will be accomplished using the online Reservation system as defined in the Reservation system policy (attached).

5. All Condos must post the rules and regulations of CBCMA. Owners and/or their agents are responsible for monitoring the occupancy of their condo to ensure that only registered guests are utilizing the unit; that guests comply with CBCMA rules and regulations; and that guests comply with the terms and conditions of occupancy agreements. Unit owners are responsible for the conduct of any lessee, renter or guest. If the owner or their agent is unable to control their conduct, and such a person fails to observe all of the provisions of the governing documents of the Association, the owners or his designated Agent shall, if so requested by the Board or Manager, immediately remove them from the premises, without compensation for lost rentals or any other damage resulting therefrom.

6. Owners are to furnish occupants with a welcome package containing the Rules and Regulations of the complex; outline the activities and facilities available to the guest tenants and any such additional information as determined appropriate.

COMMON AREA RULES

1. Pets

- A. Owners of condominium units and the property manager as a resident are the only persons allowed to have pets on the premises, either inside the common area or outside the main condo complex perimeter. Condo owner's/manager's pets must be on a leash at all times while being walked from the gate to the homeowner's unit and back out again. Pets in the common areas within the complex are to be actively walking to and from the gates, to the owners unit. Pets are not allowed in pool area.
- B. Pets are allowed to be on owners decks under the following conditions:
 - 1) They are behaved (not barking or yelping,)
 - 2) They are being attended by the condo owner
 - 3) They are restrained so they cannot leave the deck patio, e.g. on a leash, in a crate, gated deck on upper unit."
- C. Owners/manager shall not allow their pet to defecate in the common areas, or on the immediate surrounding areas of the complex. If an owner's/manager's pet does defecate in the common or surrounding areas, it shall be the owner's/manager's responsibility to immediately remove the feces.
- D. Renters or guests of owners/manager are not allowed to have pets in the condo complex or around the main perimeter of the condo complex. Assistance animals will be permitted.

2. Tents or other structures are not allowed in the common area.

3. Charcoal type barbeques or hibachis are not allowed on the decks or patios. Propane barbeques must be used out from under the soffits. This means on the grass for lower units and on the stair landing for upper unit. All units must store barbeques on their patio or deck when not in use.

4. Net games, ball playing, Frisbee throwing, etc., which may be potentially hazardous to non-participants, are not allowed in the common area.

5. Towels, bathing suits, etc., are not to be hung on the deck rails, stairway rails or pool fence.

6. Owners or renters are responsible for cleaning up debris left in the common area by their family, guests, or themselves.

7. Motorized vehicles, bicycles, skateboards, roller skates are not to be used in the common area.

8. Lawn furniture cannot be reserved by anyone leaving the pool area. Lawn furniture is to remain around the pool

9. Doors and gates will not be left open under any circumstances.

COMMON AREA RULES

10. Abusive noises from loud stereos or radios, loud parties, etc., will not be tolerated. Please respect your neighbor's privacy.
Quiet time is 11:00 PM – 8:00 AM.
11. No changes, modification, additions or deletions shall be allowed to be made beyond the interior walls of any condominium unit without the prior written approval of the Board of Directors. This shall include, but shall not be limited to; any changes to the exterior window, additions or deletions of screens to exterior windows, installation of air conditioning units in existing windows, installation of vents exhausting to the exterior of the building, etc. Should any such addition, modification, change, or deletion be made without prior written approval, the owner of the unit to which such additions, deletions or modifications have been made shall be responsible for returning the exterior of the unit to its prior condition at the owners expense.
13. All window treatments to include, but not limited to; draperies, blinds, and mini-blinds shall be white or off-white in color on all surfaces exposed to the outside of the condominium unit. For example, any draperies other than white in color shall be lined with a white lining. Any blinds or mini-blinds which can be tilted so that either surface can be partially exposed to the exterior shall be white on both blind surfaces. No newspaper, aluminum foil, or other similar substance shall be used to line windows to the extent such materials are visible to the outside.
14. The garbage compactor is for household garbage and food debris. Non-household debris such as furniture, appliances, carpeting and the like are not allowed to be put into the compactor. Neither are they allowed to be placed in or around the compactor area. All non-household debris must be hauled and dumped at the individual homeowners' expense.
15. Fireworks are prohibited
16. Propane or wood fire pits are prohibited
17. The Manager will retain a passkey to each condominium for emergency entry, access for maintenance, or protection of the common elements of another condominium. If a condominium lock is changed, the Manager must be given a duplicate key.
18. The Manager is not required to give access to any condominium.
19. An abbreviated version of the Association Rules and Regulations must be accessible in all units.
20. Owners must have functioning smoke alarms in their unit(s).

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OWNER/CONTRACTOR RULES

1. All interior remodeling or renovation work which costs in excess of \$1,000.00 must have a plan submitted to the Board for approval. The Board has the right to shut down any job which has not been approved. Any work which affects the complex exterior or Limited Common Areas may only be done in accordance with paragraph 11.6 of the applicable Declaration.
2. All applicable building permits must be prominently displayed at the job site.
3. Work must not be started before 8:00AM and must not continue past 6:00PM. The Board strongly urges owners to schedule work between October 1st and May 1st.
4. A damage to the grounds or complex during construction is the responsibility of the owner and must be restored to the original condition at owner's expense.
5. All old building material being removed from the unit must be taken outside the condominium complex and immediately removed from the island.
6. All supplies and new material to be used for construction must be stored off the island or on the deck of the unit under construction.
7. Association carts may not be used for transporting construction materials or supplies.
8. Movement of any material across the grounds by motorized vehicle must be scheduled and approved by the Maintenance Manager.
9. The Maintenance Manager is the representative of the Association. Owners and contractors have the responsibility to abide by any direction or request made by the Manager.
10. Any violation of these rules will result in a fine imposed on the owner of \$100 per day for each violation. The board reserves the right to disapprove any construction plan and/or shut down any job in violation of these rules.
11. The garbage compactor is for household garbage and food debris. Non-household debris such as furniture, appliances, carpeting and the like are not allowed to be put into the compactor. Neither are they allowed to be placed in or around the compactor area. All non-household debris must be hauled and dumped at the individual homeowners' expense.

VIOLATION FINE SCHEDULE

ALL FINES WILL BE ASSESSED TO THE OWNER OF THE CONDOMINIUM UNIT IN VIOLATION

- 1) Owner Pet off-leash violation \$75.00
- 2) Non-owner Pet violation (per day) \$250.00
- 3) Jumping of Pool Fence after closure \$250.00
- 4) Improper disposal of non-household debris \$150.00
- 5) All other violations see below

Violations and Enforcement of Violations

- 1) Noncompliance with the House Rules shall give the Board of Directors or Management the authority to fine owners for a violation.
- 2) All House rule and By-Law violations shall be specified in writing. Owners are responsible for their guests, tenants, family and anyone using the property on their behalf. Consequences for violations of the House Rules are as follows:

1st Violation:

- Notices sent:
 - Hand delivered to occupant or unit front door
 - Email to owner and/or rental agent
 - General Manager to also attempt to call the owner/rental agent

2nd Violation: \$50 fine:

- Notices sent:
 - Hand delivered to occupant or unit front door
 - Email or regular mail to owner and/or rental agent

3rd Violation: \$100 fine:

- Notices sent:
 - Hand delivered to occupant or unit front door
 - Regular mail (certified receipt) to owner and/or rental agent

3) All corrective actions regarding violations of the House Rules and damages to the common elements or areas should be reported promptly to the Manager. Actions will be enforced by the Board of Directors.

4) Damages to common elements or areas shall be surveyed by the Resident Manager by direction of the Board. All costs and expenses incurred in repairing or replacing common elements, including any legal fees, may be assessed by the Board against the person or persons responsible for the damages, including but not limited to, owners occupants who directly or indirectly caused the damage.

5) If the violator(s) is in disagreement with the written notice of violation to the House Rules, the following appeal process procedure is available:

a. After the violation fine has been paid, the violator has up to ten (10) days to appeal his/her case in writing, addressed to the Board of Directors with a copy sent to the Association Manager.

b. The appeal should provide to the Board of Directors sufficient factual information (e.g. statements by witnesses, including their names and addresses, copies of relevant documents, etc.). The Board will consider the appeal at its next regularly scheduled Board Meeting, and the Board might require the violator or appear at the Board Meeting.

c. The Board may uphold, reduce, cancel and/or refund any fine after consideration of the appeal. After a decision of the Board, the Managing Agent will notify the violator of the Board's decision within seven (7) days. The decision of the Board shall be final.

Crescent Bar Condominium Master Association Policy
Title: Crescent Bar Condominium Occupancy Portal
REVISED: 5/27/20
Board Approved Date: 5/30/2020

Purpose:

Establish specific requirements for use of the Crescent Bar Condominium Occupancy Portal. This online reservation system was created to assist incoming transient accommodation guests and to reduce office and security staff time. Entering arrivals in the reservation system is the responsibility of the owner whether they have an agent or not.

Crescent Bar is a self-managed corporation. Crescent Bar's office is not a hotel "front desk".

Staff does not provide unit keys or entry codes. The online Crescent Bar reservation system provides information on guest names, arrival dates, unit numbers and vehicles.

Transient accommodation guests are often confused as to how to obtain information and register at Crescent Bar. Use of this system will give staff at Crescent Bar the information needed to contact the appropriate owners or agents and guide the guests accordingly.

An Administrative fee of \$100 will be imposed on owners when staff dedicates more than 15 minutes with an arriving guest without correct and sufficient arrival information in the system.

This policy will take effect on May 15, 2019, which allows all owners and agents to obtain their password for the link below:

Procedure for reservation system entry:

URL: <https://aonline.knack.com/cbcondos>

Passwords can be obtained for each condo owner and rental agent if they will be entering information for the owner. It is the ultimate responsibility of the owner to ensure their information is being entered correctly and in a timely fashion. This requirement is for all renters, guests and visitors at Crescent Bar that are non-owners, i.e. if your condo is rented through a rental agent, but you are using it for non-agent guests, they must still be entered in the system. For password and access please contact a Board Member.

Crescent Bar Condominium Master Association Policy

Title: Domestic Animal Policy

REVISED: 5/27/20

Board Approved Date: 5/30/2020

Policy Statement:

Crescent Bar Condominium Master Association ("CBCMA") does not allow Guests or Tenants to have pets on property. While CBCMA takes no position as to whether the Americans with Disabilities Act, the Fair Housing Act, and the Washington Law Against Discrimination apply to CBCMA because it is a private club and establishment, CBCMA nonetheless recognizes that assistance animals are not the same thing as pets, and adopts the following Assistance Animal Policy:

1. Assistance animals include service animals and emotional support animals. Assistance animals are not pets.

a. Assistance animals - an animal that works, provides assistance or performs tasks for the benefit of a person with a disability, or provides emotional support that alleviates one or more identified symptoms or effects of a person's disability.

i. Note - assistance animals are not limited to dogs.

ii. Note - assistance animals do not have to be certified or registered nor do they have to have received specialized training.

2. Crescent Bar members/owners who have Guests or Tenants on the property are generally required to accept assistance animals, and should allow the person with a disability and their assistance animal in all areas where persons are normally allowed to go.

a. If Crescent Bar members/owners are uncertain whether the person seeking accommodation has a disability and/or a disability-related need for an assistance animal, Crescent Bar members/owners may ask, if it is not clear or already known:

i. For documentation of a disability and/or the disability-related need for an assistance animal. (Disability is a physical or mental impairment that substantially limits one or more major life activities.)

a. Example: a note from a doctor or mental health professional that the animal provides support that alleviates one or more symptoms or effects of a disability.

b. Any such documentation provided should be placed in the unit file and its privacy should be protected.

ii. If the person is not disabled or the animal is not providing disability-related assistance, the request for reasonable accommodation of the assistance animal may be denied.

b. Crescent Bar members/owners should not:

- i. Ask for documentation of the disability or the disability-related need for an assistance animal if it is apparent or already known;
- ii. Ask for access to medical records or medical providers or to provide detailed or extensive information or documentation;
- iii. Unreasonably deny a request for reasonable accommodation of the assistance animal;
- iv. Unreasonably delay in responding to a request for reasonable accommodation of the assistance animal;
- v. Require pet fees or deposits for assistance animals; and,
- vi. Limit assistance animals based on breed, weight or size.

c. Crescent Bar members/owners may ask a guest or tenant to remove an assistance animal if:

- i. The specific animal in question would cause substantial physical damage to the property that cannot be eliminated or acceptably reduced by another reasonable modification; or
- ii. The animal poses a direct threat to the health and safety of others that cannot be eliminated or acceptably reduced by another reasonable modification. (Examples: severe allergies, or the presence of a pet who is unable to share space with other animals due to safety concerns.)
 - a. Note - determining an assistance animal would cause substantial physical damage or that an assistance animal poses a direct threat must be based on that specific assistance animal's conduct, and not generalizations or stereotypes.

10. Assistance animals are not pets. Therefore, no pet deposit for such animals will be allowed.

11. Crescent Bar members/owners may retain some or all of a guest or tenant's security deposit to compensate for damage beyond normal wear and tear caused by the guest or tenant and their assistance animal should it occur.

Crescent Bar Condominium Master Association Policy
Title: Crescent Bar Condominium Animal Screening System
Date: 5/27/2020
Board Approved Date: 5/30/2020

Purpose:

PetScreening is a third-party service utilized by housing providers and property managers to screen household pets, validate reasonable accommodation requests for assistance animals (Service/ESA/Companion) and confirm every resident, guest, and renter understands Crescent Bar Condominiums pet policies.

With PetScreening, pet/animal owners create profiles to store their animal records and information in one secure and convenient place. PetScreening makes it easy for pet/animal owners to share their records with not only their housing provider, but also with pet groomers, doggy day cares, dog walkers, pet sitters, vets, pet-friendly hotels, and more.

PetScreening reduces CBCMA property management and security staff time in determining the status of animals found on Crescent Bar Condominium property.

- 1) All CBCMA OWNERS are required to submit one of the following profiles with PetScreening.com:
 - a. No Pets or Animals profile
 - b. One or more Household Pet Profile(s) - CBCMA OWNERS ONLY
 - c. Assistance Animal Profile

<https://crescentbarcondos.petscreening.com>

- 2) All CBCMA Owner's Guests and Tenants with assistance animal accommodation needs are required to submit an Assistance Animal Profile with PetScreening.com
- 3) CBCMA Property Manager will provision access to PetScreening for each Unit Owner. Owners are responsible for provisioning access (user accounts) to their employees and Rental Agents.
- 4) Condo Unit Owners shall ensure animal profiles are registered under their PetScreening.com specific 'Referral Link' prior to arrival of Guest and Tenants with animals at Crescent Bar Condominiums. Owners will be assessed a \$250.00 per day fine for each unregistered animal or non-owner pet.

Crescent Bar Condominium Master Association Policy
Title: CBCMA UNIT RENTAL RULES
Date: 5/27/2020
Board Approved Date: 5/30/2020

Crescent Bar Condominium Master Association (CBCMA) declarations govern Owner and Tenant occupancy of condominium units.

- A. CBCMA consists of the OWNERS of 110 condominiums located at Crescent Bar new Quincy, Washington; and
- B. OWNERS may desire to rent sole occupancy of their UNIT to persons other than a Related party; and
- C. OWNERS may desire to have a RENTAL AGENT act as their BOOKING AGENT; and
- D. OWNERS and RENTAL AGENTS will abide CBCMA UNIT RENTAL RULES hereinafter set forth herein.

The following are the CBCMA UNIT RENTAL RULES:

1) Independent Business: Owner shall be solely responsible for compliance and maintenance of its rental business in accordance with applicable law, including taxes and employment matters. CBCMA shall not be responsible for any matter with regard to such business.

2) Administrative Responsibilities: OWNER shall be responsible for the following:

- A. RENTAL AGENTS, GUESTS, and TENANTS strict adherence to rules and regulations of CBCMA
- B. Administer and process check-ins and check-outs, issuance of keys, and any personnel needs of GUESTS and TENANTS.
- C. Issue wristbands to all GUESTS and TENANTS upon arrival and ensure wristbands are worn during their entire stay. Children under age 10 are not required to wear wristbands.
- D. Issue Temporary Parking permits to GUESTS and TENANTS upon arrival. Ensure permits with applicable check-out date are visible in the front windshield of vehicles when parked on grounds.
- E. Be responsible for collecting a \$500.00 damage deposit from each renter.
- F. Post rules and regulations of CBCMA in each unit rented.
- G. Monitor the occupancy of each rental unit to ensure the only registered guests are utilizing the unit; that guests comply with CBCMA rules and regulations, as well as state and local occupancy rules and regulations; and that guests comply with the terms and conditions of occupancy agreements. Note - maximum number of guests for each unit is determined by the number of people the unit is registered to sleep.
- H. Promptly evict those guests violating the stated rules and regulations, in accordance with applicable law.
- I. Deliver to guest tenants a welcome letter containing the rules and regulations of the complex; outline the activities and facilities available to the guest tenants; and provide such additional information as determined appropriate by OWNER.

J. Provide for their own emergency repairs to be effected by private contractors. If the condo OWNER is unavailable to address emergency repair needs, GUEST or TENANT will contact a CBCMA board member for approval, who will act on behalf of the owner. If it is an emergency situation and renders unit unavailable or is detrimental or dangerous to the said renters or condo community, CBCMA board member or its staff will act upon their best judgment. OWNER will be assessed any fees or cost associated with administering any emergency repairs.

K. Inspect each unit upon each guest tenant's stay. If any damage is noted due to the renter, the Unit Owner shall retain the \$500 deposit to effect repairs. The condo Unit Owner will be assessed for CBCMA costs associated with loss or repair of CBCMA common areas, equipment, supplies, and lost labor.

3) **Indemnity:** Owner and their RENTAL AGENTS will defend, hold harmless and indemnify CBCMA and CBCMA's officers, employees and agents, and their respective successors and assigns, against any claims, losses, damages, liabilities, deficiencies, judgments, awards, obligations, assessments, penalties and interest, demands, actions and expenses, whether direct or indirect, known or unknown, absolute or contingent (including settlement costs and any reasonable legal, accounting, expert, consulting and other fees and expenses) for investigating or defending any actions or threatened actions resulting from or concerning any rental booked by RENTAL AGENT, including without limitation any claims made by guests for wrongful evictions.

4) **Rule Violations:** OWNERS are responsible for payment of fines assessed from GUEST or TENANT violation of CBCMA Rules and Regulations. OWNER will hold tenant deposit until fines are paid in full to the association. Fines may include the following: Jumping pool fence after closure \$250, Non-owner pet violation \$250, improper disposal of debris \$150 and other fines as imposed by the Property Manager.

5) **Confidentiality:** Each employee and agent of RENTAL AGENT shall be required to sign a confidentiality agreement to prevent disclosure of private information about owners and renters which is obtained during the operation of the booking program.

6) **Occupancy Registration:** OWNERS are responsible to ensure GUEST and TENANT occupancy information is registered in the Crescent Bar Condominium Occupancy Portal within one business day of check-in, including copies of all signed agreements, vehicle(s) make/model, color and license plate. Keep all information in Occupancy Portal current.

7) **Keys:** Keys to condominium units and gates shall be provided to GUESTS and TENANTS by OWNERS. OWNERS shall bear the expense of providing keys. RENTAL AGENTS shall provide keys only to GUESTS and TENANTS, OWNERS, and RENTAL AGENT's employees unless specifically directed otherwise by the OWNER.

8) **Wristbands:** Wristbands and Replacement wristbands will be issued by CBCMA property management only. Lost wristbands will result in a \$50 replacement charge.

9) **Parking Passes:** Parking Permits, both Temporary and Replacement Parking Permits will be issued by CBCMA only and may be charged a fee by Manager Discretion. There are two parking passes allowed per condo rented, no exception. CBCMA reserves the right to sell available overflow or boat/trailer spaces on its property at the Property Managers discretion, and with Board Authorization.

10) **Animal Screening:** OWNERS are responsible to ensure that Guests, Tenants, and their own animals are registered with the Crescent Bar Condominium Animal Screening System. CBCMA does not allow Guests or Tenants to have pets on property, however; CBCMA recognizes that assistance animals are not the same thing as pets. Assistance animals will generally be allowed in all common areas where persons are normally allowed to go. OWNERS will be fined \$250.00 per day for each unregistered animal, Guest or Tenant pet staying in their condominium unit or found on the premises, either inside the common area or outside the main condo complex perimeter.