



NAUTICA CONDOMINIUMS HOUSE RULES

In order to protect the welfare of all Residents and to increase the enjoyment of our entire community, the following rules and regulations have been adopted by the Board of Directors, in accordance with Section 11.13 House Rules of the Declarations for Nautica Condominium.

Please be mindful that in a population density such as ours, the observation of little courtesies can make for greater enjoyment by all in our community. *All owners are responsible for notification and compliance of their guests and tenants. All requests on matters contained herein, should be directed to:*

*Nautica Homeowners' Association
c/o Phillips Real Estate Services
223 Taylor Avenue North, suite 200
Seattle, Washington 98109-5026
Phone:206-622-8600
Fax:206-622-9991
Email:condoservice@phillipsre.com.*

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I. SIGNS

No signs of any kind shall be displayed to the public view, from any units or common or limited areas, including "For Sale" signs. The property provides a sign instructing interested parties to contact their realtor regarding information on units for sale.

II. BUILDING SECURITY

A. Homeowners and Residents

It is the responsibility of each homeowner and resident to ensure that all doors remain closed and locked after entering or exiting the building. Doors may be propped open, with a doorstopper, while moving in or out of the building as long as the responsible owner or resident is in view of the door and the stopper is properly removed afterward.

1. Security Keys and Garage Door Openers

Garage door openers and security keys for the building are the responsibility of each homeowner or resident. As a loss or theft of a security key or door opener undermines the safety and security of the building and all its residents, we urge owners to guard them carefully. Also, issuance of these items to outside parties should be kept at an absolute minimum. If you have a need for additional building security keys or garage openers, contact Phillips Real Estate Services. The items must be prepaid, payable to Nautica Homeowners' Association.

Additional Stairwell/Elevator Keys:	\$20.00 each
Additional Key Fobs:	\$50.00 each
Additional Garage Door Openers:	\$95.00 each

If your security key is lost or stolen, the Board may require the homeowner to assume the financial responsibility to have the building re-keyed.

B. Realtors

1. Lock Box

Individual lock boxes are not allowed to be kept outside the building's entrances. To facilitate entrance to the building by agents, each seller's agent should contact Phillips Real Estate Services at the time of listing to obtain a code which can be entered on the pad below the residential keypad on the intercom.

For access to your individual unit, realtors may attach individual lock boxes on the bar under the mailboxes which contain your unit key, or carry it with them.

2. Open House

During open houses, it is the responsibility of the owner to inform their realtor that they are not permitted to buzz people into the property, unless they are escorted by the realtor. The owner is responsible for any actions of sale prospects invited into the

building.

3. Realtor Information.

Homeowners who are selling a unit should submit the name and phone number of the realtor that is listing the unit to Phillips Real Estate Services.

C. Move-Ins

1. Elevator Pads

Elevator pads must be installed before a move-in. Contact Phillips Real Estate Services no later than seven (7) days prior to the move-in date to insure that the pads are in place.

2. Elevator Access Key

At this time, an elevator access key (on-off switch) can be checked out to facilitate your move. Contact Phillips Real Estate Services at least seven (7) days prior to the move-in date.

3. Owner and Tenant Information Sheet

All owners and tenants must provide the management company, Phillips Real Estate Services, with a completed information sheet within thirty (30) days of purchase and/or move-in. Failure to do so will result in a \$25 per month fine until compliance is achieved. This information sheet must include emergency contact information or it will not be considered complete.

III. ROOF AND COMMON AREA

A. Roof

Use of the roof-top common areas is limited to homeowners, residents, and their guests. All guests must be accompanied by a resident, and children under 12 must be accompanied by an adult resident.

B. Other Common Areas

1. Smoking is prohibited in any of the interior common areas, sidewalks, and elevators.
2. Throwing extinguished cigarettes and any other debris from roofs or decks is strictly forbidden. Homeowners and residents are responsible for removing litter and keeping these areas neat and tidy.
3. Loitering or playing in the hallways or stairwells is not allowed.
4. No soliciting is allowed on the premises. Violators will be reported to the Seattle Police.
5. Curtains, drapes, and horizontal and vertical blinds on windows and glass doors must appear white or off-white when viewed from the exterior of the building.

6. Radio, TV antennas, or satellite dishes may be erected or maintained outside the physical confines of the unit only with written prior approval of the Board or its authorized agent. Likewise, air conditioning units and mechanical fixtures that protrude through the walls, windows, or roof in any part of the property, can be installed only with prior written approval of the Board or its authorized agent.
7. The storage of personal possessions in hallways, walkways, stairways, garages, or other common areas is strictly prohibited. Items left in these areas will be disposed of at the owner's expense.

IV. DECKS AND EXTERIOR LANDSCAPING

A. Decks

1. Patios and decks are limited common areas. Their appearance affects our entire property. Patios and decks are not to be used for storage. The hanging of rugs, clothes, linens, etc., is not permitted. Acceptable items would include deck/patio type furniture, barbeques, and flower pots which are securely fastened and lined so they do not leak and rot the deck or splash on decks beneath.
2. The Board may order the removal of any items which detract from the general appearance of Nautica.

B. Exterior Landscaping

1. Residents may plant shrubs and flowers in designated common area courtyards or roof-tops with Board approval.
2. Once the items are planted, they become property of the Association and are subject to the landscape policy.

V. LEASING UNITS

A. Rental Cap

Owners must request , through Phillips Real Estate Services, to rent or lease any property which is part of the association. The Nautica has a 25% rental cap per the Addendum to the Declaration. Follow the Request Guidelines in the Addendum.

B. House Rules

Owners renting or leasing a unit must provide their tenants with a copy of the Rules and Regulations of the Association and tenants are expected to abide by these Rules and Regulations in the same manner as owners. It is the owner's responsibility to make sure their tenants are made aware of all House Rules. A letter stating that the tenant has read and agrees to comply with the House Rules must be provided to the Association through Phillips

Real Estate Services within one week of the effective date of the lease. The attached Form B should be completed by the renter and returned. This letter will be kept as a matter of record by the management company.

C. Written Leases

All lease/rental agreements shall be in writing with copies submitted to the Board, through Phillips Real Estate Services, before the tenancy commences.

D. Term

No owner/renter will be permitted to lease or otherwise rent a unit for a term of less than 90 days. The lease or rental may not be less than the entire unit.

E. Signage

The display of any sign is prohibited, including “For Rent” and “For Sale” signs. Signs distract from the decor and appearance of the building and decrease home values. Open house signs may be placed at the entrance of the building and by elevators on the day of the open house. All signs must be removed the same day.

F. Absentee Owners

Absentee owners must keep the Board of Directors, through Phillips Real Estate Services, advised of their current addresses and telephone numbers in case of emergency. State Law RCW 59.18.060(11) requires that all rental units have a designated representative in King County. If you, as an owner, live outside King County, please provide Phillips Real Estates Services with a name, address, and telephone number of your King County Representative.

VI. GARAGE PARKING

A. General Guidelines

1. You may park any vehicle in space(s) that you own. This may include rental/loaner vehicles, friends’ cars, visitor/house sitter cars, etc.
2. All spaces are now considered reserved parking spaces. There are no “free spaces” or guest-parking spaces.
3. You may not park any vehicle in any space that you do not own, unless you have received written permission from the owner of that space to use, rent, or borrow the space. This includes spaces owned by Olympic Hot Tub Company.
4. You may not park any vehicle in any space that is not designated as a parking space. This includes the entrances to the garages, the areas surrounding the recycling bins, and any area not specifically striped as a parking space.
5. Only registered owners may request that vehicles illegally parked in their space be towed under the following procedure:

- a. Call Lincoln Towing at 364-2000.
- b. Provide the name of the property, your name, unit number, telephone number and parking space number.
- c. Provide the make, model, and license plate of the illegally parked vehicle.
- d. You must meet the tow truck driver at the garage entrance and present a photo identification.
- e. You will need to sign a form provided by the towing company stating that you are the individual requesting the vehicle to be towed.

B. Use of Parking Spaces

Parking spaces may be used for parking operable passenger motor vehicles only. Oversized trucks or vehicles, trailers, recreational vehicles, or boats are not permitted without previous written approval by the Board. The Board may direct that any vehicle or other conveyance improperly parked or kept in a parking space be removed at the risk and expense of the owner. Inoperable vehicles will not be permitted to be parked in the garage.

C. Use of Garage Area

No action shall take place in any garage area which precludes residents from using or gaining access to their assigned parking space and/or storage locker. Vehicle washing within any garage level is not permitted. Personal property, flags, signs, or any other items that remain exposed shall be removed from the garage area at the risk and expense of the owner. Please see section XI.B for fines associated with non-compliance.

VII. PETS

A. General Guidelines

- 1. You may keep no more than two (2) pets per unit. Exceptions must be granted by the Board.
- 2. Pets are limited to small/medium sized animals up to 35 pounds.
- 3. All pets should be properly licensed and must have current vaccinations. The City of Seattle Animal Control Laws extend into and include all common areas.
- 4. Pets must be leashed at all times when outside their units.
- 5. Pet owners are financially responsible for any damage to common areas caused by their pets.
- 6. Pet owners are responsible for cleaning up all excrement of their pets. This responsibility includes not only Nautica common areas but, all adjacent neighborhood

areas. Unit decks are not to be used as “pet bathrooms.”

7. Pet owners are expected to control any pets making frequent or continuous sounds which interfere with the peace and comfort of others.

8. The roof areas are off limits to pets.

B. Violations

Any pet owner found to be in violation of the above rules will first receive a written warning letter from the Board. Upon subsequent violations, the Board is authorized to notify the pet’s owner that the pet must be permanently removed from the premises. The Board is authorized to have the offending pets removed by Seattle Animal Control at the owner’s expense.

VIII. GARBAGE AND RECYCLING

A. General Guidelines

1. All garbage must be placed inside the garbage chutes, except recycling material. All pet litter and wet garbage should be securely wrapped. Disposal of large bulky items such as furniture, wood, auto parts, appliances, or other items are the responsibility of the resident and are prohibited from the garbage chute. All such large items acceptable to the garbage service must be removed from the premises by owner or resident to a garbage dump/transfer station. The nearest transfer station is on Stone Way in Seattle. If it is more appropriate, you may take your items to a charity. Goodwill is located on Dearborn.

2. All hazardous waste material must be disposed of properly and safely by the homeowners and not placed in the dumpsters, recycling barrels, or sheds.

B. Recycling



PLEASE be sure to follow the rules because, failure to do so could cause contamination which could cause our entire [dumpsters] to be labeled “garbage” thereby causing us to be charged a premium disposal fee!

“WHEN IN DOUBT, THROW IT OUT!”

The recycling area in the third floor garage contains two dumpsters, two 90 gallon wheeled containers and three garbage cans. The following will explain what may be placed in each container.

1. GARBAGE CANS: The three garbage cans are for the sole purpose of disposal of unacceptable materials if not thrown away before coming to the recycling area.

2. DUMPSTERS: All acceptable materials should be rinsed clean before recycling,

especially any container which held liquid (e.g. milk, detergent, beverage, cleaning material) and any container which held food. The following items may be placed in the dumpsters:

Newsprint

MAGAZINES

“junk” and all other mail

catalogues

telephone directories

cardboard boxes (PLEASE break boxes down and flatten), if larger than the dumpster opening, stack outside and next to the left dumpster.

pressed paper (cereal, cracker boxes *without* the inner liner, detergent boxes emptied of residual detergent and handle)

aluminum (*cans only*)

plastic beverage containers (i.e. milk, soda, liquor)

plastic *coated* dairy and juice containers

aseptic beverage boxes (those with a straw attached to the side of the box)

plastic detergent / cleaner / softener / “Windex” ,etc. bottles

“Tin” cans and containers with or without label removed but thoroughly rinsed

Any ferrous metal (magnet attaches, i.e. coat hangers, bicycle gears, clean of grease and oil auto parts; NOTE: magnets are attached to the side of the dumpsters to test these materials.

DUMPSTER: UNACCEPTABLE MATERIALS:

NO caps, lids or dispensers (i.e. “Windex” or household cleaner mechanisms. Please remove from containers before depositing.

NO plastics except as listed above. NOTE: All plastic GROCERY-type bags should be placed into the bag hanging outside one of the two dumpsters. Please note that acceptable plastic does not include Styrofoam or any other “peanut” packing material, meat trays, “bubble” wrap paper, “foam” packing, food containers stamped #6 (another form of Styrofoam), mail still wrapped in plastic envelopes.

NO plastic wrapping (i.e. paper towel wrapper), produce-type bags, zip-lock type packaging, coffee cup lids.

NO paper plates.

NO paper coffee / beverage containers.

NO aluminum foil, trays, pie plates.

NO Tissue (Kleenex), paper towels, paper plates, napkins, dryer fabric sheets,

NO Pizza Boxes (i.e. home delivered),

NO old broom and mops,

NO old aluminum (patio) furniture UNLESS non-aluminum materials have been thoroughly removed

NO GLASS

3. WHEELED CONTAINERS: Only glass bottles and jars may be recycled in the wheeled containers clearly labeled for glass. Please do not put any other items in these containers. Bottles and jars must be rinsed out before recycling, especially wine bottles. Please remove all lids, caps and corks. These containers are for bottles only and not light bulbs, fluorescent tubes, household mirrors, window glass, picture glass, auto and/or safety glass, auto mirrors and headlamps, vases or decorative containers, glass shelving, etc.

IX. FEES AND PAYMENTS

A. Due Dates

Payments for monthly homeowners' dues, special assessments, or other charges to your account are subject to the following late fee penalties:

1. Payments not received as of the tenth of the month are assessed a \$25.00 penalty.
2. If payments are not received prior to the end of the month in which it is due, the penalty increases an additional \$50.00. An additional \$50.00 will be assessed for any additional month, or portion thereof, in which payment is not received.

B. Move-In Fee

A non-refundable move in fee of \$150.00 shall be paid to the association with each change in residency. This includes both owners and tenants. The fee is due prior to the effective date of the lease or move-in and is used to cover damage sustained by the building during moves. The owner is liable for any damage which exceeds \$150.00.

C. Collection Remedies

In addition to these provisions, the Declaration for Nautica Condominium, Section 12 outlines other actions which may be taken related to delinquent accounts, including but not limited to, Lien for Assessments, Acceleration of Assessments, and Delinquent Assessment Deposit.

X. OFFENSIVE ACTIVITY

A. General Guidelines

1. No offensive or obnoxious activity or behavior will be allowed in any unit or common area, nor shall any homeowners, renters, or guests become an annoyance or nuisance to any other homeowner.
2. Loud noises or music which disturbs other homeowners will not be allowed and may be subject to legal action.
3. Anyone found defacing or damaging property in the common areas or limited common areas will be responsible for the cost of any resulting repairs.
4. Renters in violation of this rule are subject to eviction and the Board may levy fines against any owner who is in violation.

B. Quiet Time

1. No occupant will make any noise or offensive activity which will annoy or interfere with the rights, comforts, and convenience of other condominium occupants. This includes loud talking, unnecessary noise, or boisterous action in the common area. Radios, televisions, stereos, musical instruments, etc, must be kept at a volume which is reasonable and acceptable to the association. Quiet hours are to be observed during these times:

Sunday through Thursday 10:00p.m. to 8:00 a.m.

Friday and Saturday 11:00 p.m. to 10:00 a.m.

Stereos, televisions, speakers, and musical instruments should be elevated off floors. (If they sit directly on floor the noise intensifies and vibrates to units below.)

2. If homeowners are unduly disturbed by excessive noise from uncooperative neighbors, they should report the incident to the Seattle Police Department and follow-up with a complaint to Phillips Real Estate Services so the matter can be properly documented.
3. The quiet time applies to your pets as well. Owners will need to take steps designed to reduce noise from dogs, birds, or other noisy animals which could disturb your neighbors.

XI. GRIEVANCE AND FINE PROCEDURE

A. General Guidelines

1. If you are disturbed by the actions (noise, pets, etc.) of another resident, you should first make personal contact with the offending party, verbally or by written note, to make them aware that you are being disturbed.
2. If you do not feel comfortable making personal contact or, if results are not achieved with personal contact, then contact Phillips Real Estate Services. When a violation continues after the initial resolution has been unsuccessful, the unit owner or non-owner resident, who has observed the violation, should write a letter to the Property Manager. This letter should include the following:
 - a. Name or description of person committing the violation.
 - b. Description of what happened and when it happened. Dates and times should be included when possible.
 - c. Signature and date of person making the complaint. The name of the complainant will not be given to anyone except the Property Manager and members of the Board of Directors without the complainant's permission.

3. The Board and/or Phillips Real Estate Services will promptly review the claim, and if the complaint is substantiated, the Board, or Phillips Real Estate Services on its behalf, will send a letter or call the offending party indicating that if the violative action is not stopped, a fine will be imposed at the next Board Meeting.
4. Owners shall be deemed liable for any and all fines imposed as a result of actions by renters.
5. The offending party will be offered an opportunity to appear before the Board personally or submit documents to show their non-violation at the Board Meeting following the issuance for the fine.
6. Written notice to an owner will be deemed sufficient if dispatched via regular mail to their last know address. Written notice to a resident will be sent to their Nautica Condominium address.

B. Fine Schedule

The fine schedule shall be as follows (or as the Board deems appropriate):

First Fine: \$50.00

Second Fine: \$100.00 and \$100.00 per month until resolved.

If a homeowner fails to pay the fine(s), the Board may place a lien against the homeowner's residence at the homeowner's expense in accordance with the CC&Rs.

C. Correspondence

Correspondence to the Board of Directors or other questions and/or problems should be directed to the Property Manager, c/o Phillips Real Estate Services.

These rules and regulations are not all encompassing but, only reflect some of the areas over which the Board has control. If you have questions regarding an area not mentioned, please refer to your copy of the CC&Rs for Nautica Condominiums.

Thank you for your compliance with these rules which help to make Nautica a comfortable place for us all to live.

Addendum I.

To the house rules of the Condominium Association RESOLUTION REGARDING HOMEOWNER LIABILITY AND MASTER INSURANCE DEDUCTIBLE

The Board of directors has adopted the following resolution concerning homeowner responsibility and insurance claims against the master hazard insurance policy held by the Association.

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

In the case of any loss within, from, or attributed to a particular unit, whether caused by accident, coincidence, negligence, intentional action, inaction or omission by an owner, resident, employee, agent, guest, or member of owner's or resident's family within a unit, the unit owner will be responsible for the uninsured portion of the loss, including the master policy deductible.

Failure to perform routine maintenance within a unit may be considered negligence or inaction with respect to the preceding section. Such maintenance includes, but is not limited to, repairs to or replacement of hot water heaters, washing machines and 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.

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

ADDENDUM II Hard Surface Flooring

Policy Purpose:

Establish a policy that allows residents to install any type of flooring anywhere in their home, as long as the completed installation demonstrates a specified noise reduction level.

Policy Benefit:

- Homeowners are free to install the flooring of their choice anywhere in their residence except the bedrooms.
- Other residents are assured of a consistent and beneficial acoustic environment following a flooring change.
- The acoustical integrity of the building will gradually improve as remodels occur.

Application:

The policy applies to any repair, replacement or new installation of hard-surface flooring in any residential condominium in the Nautica.

Definitions:

Deposit An amount equal to One Hundred Fifty percent (150%) of the

FIIC	cost of sound testing by a board approved acoustic consultant of \$1,000, whichever is more.
Hard Surface Flooring	Field Impact Isolation Class Any of a number of hard surface flooring materials, included but not limited to wood, tile, stone, granite, cement, or linoleum. All hard surface flooring, whether nailed, floating, or cemented to the sub-floor qualifies under this policy.
New Installation	New installations or replacements of hard surface flooring materials in areas outside of the entry, kitchen, or bathroom, where not originally installed by the Developer, or over areas without hard surface flooring in the residence below.
Plans	A combination of documents which demonstrate the type of hard surface flooring to be installed, the type of sound attenuating material to be used, a copy of the proposal from the contractor, a copy of the contractor's current license and bond, and a copy of the contractor's current insurance certificate.
Repair	Replacement of less than 50% of the surface area of an existing installation in the residence's entry, kitchen or bathroom.
Replacement	The replacement of an existing hard-surface installation in an entry, kitchen or bathroom only.
Standard Specification	A combination of documents prepared by Michael Yantis Associates, which demonstrates the minimum hard surface flooring installation criteria for replacement of an existing hard surface installation in an entry, kitchen or bathroom.
Underlayment	Any of a number of products such as foam, cork, and fluid coatings designed to dampen the transmission of impact noise between residences to a predetermined level.

Policy Elements:

The owner(s) requesting approval shall submit plans to the Board for approval prior to commencing work.

If the requested approval is for a repair, no further action is necessary. The Board may at its discretion monitor and inspect the installation as described below.

If the requested approval is for a replacement, the installation must use an underlayment which meets or exceeds the Association's attached "standard specification" and which meets or exceeds the minimum FIIC ratings below.

If the requested approval is for new installation; the installation must use an underlayment which meets or exceeds the minimum FIIC ratings below, and the owner shall comply with the following provisions:

- Prior to approval, the requesting owner shall post a deposit with the Association. The deposit may if necessary be used by the Association to ensure compliance following failed installation. Upon verification from the Acoustical Consultant that the installation meets the Association's noise criterion, the deposit shall be returned to the owner.
- The requesting owner must obtain written permission from all residences below the

modified areas of the residence to permit the residences to be used to perform the required noise compliance testing.

- The owner shall sign an agreement which states:
 1. The installation time period;
 2. The owner's agreement to facilitate the required post-installation testing using the funds from the deposit; and
 3. The owner's acknowledgement that the Board has the authority to remove any non-compliant installation and install carpets and pads and assess the owner for any additional costs and legal fees to accomplish this objective.

Pre-installation and post-installation inspections shall be required for all hard surface flooring installations to assure that only Board-approved changes were made.

The Association is authorized to file suit against any owner who repairs, replaces, or newly installs hard surface flooring without following this procedure. The value of the suit will cover all costs, including legal fees.

Noise Compliance:

Replacement of hard flooring installations shall demonstrate compliance with the FIIC Rating of 55. New hard flooring installations shall demonstrate compliance with an FIIC Rating of 58. To account for test anomalies, the Board may grant a waiver for up to 2 dB difference between the measured levels and the criterion.

Following hard surface flooring replacement and new installation, the Owner shall engage an Acoustic Consultant to conduct acoustic tests to verify that the installation is compliant with the established criteria. The Owner shall pay all Acoustical Consultant fees.

The Owner shall submit a copy of the Acoustical Consultant's test results to the Board. If the hard surface flooring installation fails to meet the minimum FIIC rating, the owner shall be responsible to correct the installation deficiencies and retest at their expense.

The Board may act to assure compliance after the installation time period is exceeded. The owner may request extensions if good faith efforts to complete a compliant floor installation are in evidence.