



June 25, 2012

To: All Palomino and Redford Ranch Residents

Re: Pool Opening & Recreational Facility Regulations

As some of you may have noticed the pool is now open for the season. The pool will remain open for use through the Labor Day weekend.

Please remember that Pool Hours are from 8:00 AM to 9:00 PM. Please be sure to respect those hours and the neighbors that live near the pool.

Please make sure to have your enclosed recreational facility pass on you at all times when using ANY of the recreational facilities. Failure to have your pass visible may result in you being asked to leave the facilities.

Your current blue facility passes will no longer be valid to use as of Monday July 2, 2012. Please make sure to bring the enclosed updated pass with you to any of the recreational facilities beginning on Monday July 2nd.

Also, please do not open the doors or gates for anyone who does not have a current visible recreational facility pass.

We have had reports of residents lending their keys to friends who do not live within the communities. Any guests that are given access to the recreational facilities must be accompanied at all times by the Condo Unit or Plat residents. Failure to accompany your guests or give them access to the recreational facilities will result in immediate removal of your right to use these facilities.

In order to keep the pool and all other recreational facilities a safe and fun environment we ask that you please review the newly drafted set of Recreational Facility rules and regulations. These rules will be strictly enforced.

Enjoy the summer and be safe!

Please contact me if you have any questions or concerns.

Melissa Stratton
Property Manager
Ewing & Clark, Inc.
206-695-4806
mstratton@ewingandclark.com

PALOMINO AT REDFORD RANCH

Multifamily Recreational Facilities – Rules, Regulations, and Administrative Procedures

These rules, regulations and administrative procedures (the “Rules and Regulations”) have been adopted by the Palomino at Redford Ranch Condominium Owners Association (the “Association”) Board of Directors (the “Condo Board”), in consultation with the Board of Directors (the “HOA Board”) for the Redford Ranch Home Owners Association (the “HOA”), and consistent with the Amended and Restated Recreational Facilities Use and Easement Agreement (King County Recording No. 19990902000832, the “Rec. Facilities Agreement”) the Condominium Declaration for Palomino at Redford Ranch, a Condominium, and the Washington Condominium Act.

The Rules and Regulations pertain to the recreational facilities located within the Palomino at Redford Ranch, a Condominium. These recreational facilities are common elements of the Condominium and consist of the pool area and cabana area. Pursuant to the Rec. Facilities Agreement, the recreational facilities are only available for use by owners, their guests and tenants, of Units in the Palomino at Redford Ranch, a Condominium (the “Condominium”), and Lots in the Glen at Redford Ranch and The Meadow at Redford Ranch (the “Plats”), subject to the Rules and Regulations adopted by the Condo Board.

The Rules and Regulations are applicable to all owners, tenants and guests-whether from the Plats or Condominium-who may use the recreational facilities. The Association, in accordance with the Rec. Facilities Agreement, will endeavor to apply, interpret and enforce these Rules and Regulations equally with respect to all owners and residents within the Plats and the Condominium.

These Rules and Regulations have been adopted to promote the safety and enjoyment of those persons who use the recreational facilities.

Enforcement Policy

- A. Each owner, and their guests and tenants, shall comply strictly with the Rules and Regulations as they may be amended from time to time by the Association. Failure to comply may result in the issuance of fines, actions to recover sums due for damages or injunctive relief, or both, maintainable by the Board for the Association or by an aggrieved owner on their own against the party failing to comply. Owners are responsible for ensuring their tenants and guests comply with the Rules and Regulations.
- B. If the Condo Board or the Association’s managing agent receives information (such as a written complaint) suggesting that there has been a violation of these Rules and Regulations, then the Condo Board, after reasonable inquiry into the circumstances surrounding the allegations, may propose a fine according to the following schedule:
 1. First violation in any 60 day period: Warning Letter
 2. Second violation in any 60 day period: Fifty Dollar (\$50.00) fine
 3. Third and subsequent violations in any 60 day period: One Hundred Fifty Dollar (\$150.00) fine and/or temporary suspension of priveleges.

- C. If a fine is levied, the Condo Board will mail and/or personally deliver notice of the violation and the proposed fine as follows:
1. For Condo Owners: If the alleged violation was committed by a Condo owner, then to the owner at the Unit and/or notice address on file.
 2. For Condo Tenants: If the alleged violation was committed by a tenant, then to the tenant at the Unit and the Unit's owner at address on file.
 3. For Condo Guests: If the alleged violation was committed by a guest, then to the tenant and/or owner of the Unit responsible for hosting the guest.
 4. For Owners, Tenants and Guests of the Plats: If the alleged violation was committed by an owner, tenant, or guest of the Plats, then to the owner at the address provided to the Association corresponding to the Pool Pass being utilized. A copy of the notice will also be sent to the HOA board.
- D. Before a fine is assessed or other action is taken, the affected resident, including the owner of the Lot or Unit, will be provided notice and an opportunity to be heard as follows:
1. The Condo Board will give the tenant and/or owner written notice of a hearing before the Condo Board or a specially appointed committee or representative ("Hearing Board") regarding the proposed action or fine. The notice shall include (a) a statement of the alleged violation or offense, (b) the proposed action and/or fine, (c) the date, time and place of the hearing, and (d) whether the affected owner and/or tenant may offer a written statement in lieu of appearance. The date of the hearing shall be at least seven (7) days from the date the notice is mailed or personally delivered for a Condo, or ten (10) days from the date the notice is mailed or personally delivered to the owner and HOA Board.
 2. At the hearing, the affected owner and/or tenant shall have the right to give testimony as outlined in the notice, subject to reasonable rules of procedure established by the Hearing Board to assure a prompt and orderly resolution of the issue at hand. If the hearing directly concerns a pool pass issued to a Lot in the Plats, a member, resident, tenant or guest of the Plats, a representative of the HOA Board may, but is not required to, attend the hearing as an observer unless the affected person objects to said HOA representative's attendance.
 3. The affected tenant and/or owner shall be notified of the Hearing Board decision in the same manner in which the notice of the meeting was given.
- E. The forgoing shall not be deemed a waiver of any right to enforce these Rules and Regulations, and in the reasonable discretion of the Condo Board the Association may take immediate enforcement action as allowed by the Rec. Facilities Agreement

or at law. Upon the authorization of the Condo Board, the Association manager shall have the authority, and the duty, to enforce these Rules and Regulations.

- F. In enforcing these Rules and Regulations, the Condo Board may delegate certain administrative functions, including the determination of whether a violation has occurred and the remedy therefore, to an agent, including but not limited to a group of two or more Association directors and/or the Association's manager.
- G. Owners shall be financially responsible for all fines, damages and other amounts assessed resulting from their own actions, and the actions of their tenants or guests.
- H. Depending on the circumstances, in lieu of or in addition to imposition of a fine, the Condo Board may give written notice of a violation, and state a reasonable period of time for correcting the violation. If the violation is not corrected within the time stated, the Association may make the correction, and any costs incurred in connection therewith may be levied on the responsible party following notice and opportunity to be heard as set out above.
- I. One or more violations of the Governing Documents and/or proposed fines may be combined and heard in one enforcement hearing, if convenient to the Board or Hearing Board. Once a hearing is set for one or more alleged violations, additional alleged violations and fines occurring subsequent to the initial notice (s) of violations and prior to the date of the hearing may also be heard at the scheduled hearing, in the discretion of the Board or Hearing Board, provided the Owner is sent notice of the subsequent alleged violations and proposed fines at least 5 days prior to the date of the hearing.
- J. Fines assessed under these Rules and Regulations are due within 30 days of the date notice thereof is mailed.
- K. In the event fines are not timely paid and legal action is necessary to collect, the owner may be assessed and ultimately responsible for fines, attorneys' fees and all costs of collection, including legal fees and costs actually incurred in enforcement of these Rules and Regulations, or the Rec. Facilities Agreement, whether or not any fines are levied.

Key Replacement Charge

- A. There is a \$40.00 charge for all Cabana Keys requested by owners.

Parking Spaces Adjacent to Rec. Facilities

- A. There are six parking spaces adjacent to the Rec. Facilities-five regular spaces (the "Guest Parking Spaces") and one handicapped space. The six parking spaces are common elements of the Condominium and are the only guest parking spaces at the Condominium.
- B. The five Guest Parking Spaces are reserved exclusively for use as Condominium guest parking for guests of the Condominium residents.
- C. The handicapped space is reserved exclusively for use by (i) guests of the Condominium residents with a current disabled parking permit, and (ii) owners, tenants and guests of the HOA with a current disabled parking permit while using the Rec. Facilities.
- D. Except as specifically provided below, there shall be no parking by Plat residents in the five Guest Parking Spaces.

- E. There shall be no parking in the Condominium's roadways, as these must remain clear for emergency access.
- F. For convenience and as an accommodation to the Rec. Facility users, one of the five Guest Parking Spaces shall be designated as a "Load/Unload" space. This space may be used by Condominium AND Plat owners, tenants and guests to park their vehicles while loading or unloading at the Rec. Facilities and subject to the posted maximum time limit for load/unload. In the absence of a different posted time period, the maximum time any vehicle may be parked in the designated LOAD/UNLOAD space is 30 minutes. Please be respectful of others and move your vehicle from the LOAD/UNLOAD space as quickly as possible.
- G. Any Condominium or Plat owner, tenant or guest who parks in the LOAD/UNLOAD space longer than permitted may be subject to warnings and fines, as set out herein.
- H. Any Plat owner, tenant or guest who parks in any of the Condominium guest parking spaces, or anywhere else at the Condominium may be subject to warnings and fines, as set out herein.
- I. Plat owners, their tenants and guests, may only utilize the LOAD/UNLOAD space during the hours the Rec. Facilities are open for use, and only in conjunction with actual use of the facilities. Parking in front of the Rec. Facilities for any other reason, such as attendance at off-site events, is not allowed.
- J. Notwithstanding the possibility that a violation of these parking rules may subject the owner, tenant or guest to warnings or fines. IF AN OWNER REFUSES TO REMOVE AN IMPROPERLY PARKED VEHICLE, OR IF THE OWNER OF AN IMPROPERLY PARKED VEHICLE CANNOT BE LOCATED, VEHICLES PARKED IN VIOLATION OF THESE RULES MAY BE TOWED, AT THE OWNER'S EXPENSE.

Pool and Spa Rules

- A. In an Emergency CALL 911. Closest phone for an emergency is located in the hallway outside the spa.
- B. The First Aid Kit is located on the outside of the building on the East wall behind the pool.
- C. The pool and spa are for the use of Unit and Lot owners, tenants and guests. Residents shall not leave their guests unattended at anytime while they are using the pool and spa facility.
- D. Pool hours are 8:00 AM to 9:00 PM. The pool is open from Memorial Day weekend through Labor Day weekend.
- E. Children under the age of 13 must be accompanied by a responsible adult over the age of 18 when the child is in the pool or spa. Swimmers age 13-17 should swim with a buddy.
- F. Propping open the gate or doors to the pool or spa areas is strictly prohibited.
- G. Residents must accompany their guests at all times. Each Unit or Lot is allowed a maximum of four (4) guests at the pool and spa at any one time, unless prior written approval is granted by the Condo Board. The Condo Board, and/or the Association manager, has the right to restrict guest privileges at any time.
- H. No more than two (2) children at or under the age of five (5) will be allowed in the pool or spa with a parent or adult supervisor of 18 years of age or older.
- I. Everyone must take a cleansing shower before using the pool or spa.

- J. Children age five (5) and under should not use the spa.
- K. Women who are or may be pregnant should seek physician's advice before use of the spa.
- L. Spa use should be limited to fifteen (15) minutes at any one session.
- M. No food of any kind is allowed in the pool or spa areas. All beverages must be in a plastic container. All garbage must be disposed of properly.
- N. No large floating devices, such as air mattresses, are allowed in the pool or spa.
- O. Pool appropriate toys are allowed in the pool area. No hard plastic toys or water guns are allowed at the pool or spa. No toys may be thrown in the pool or at people.
- P. Running, diving, jumping, cannon balls, and boisterous play are not allowed in our around the pool or spa area.
- Q. No glass, sharp pointed, or breakable objects are allowed in or around the pool and spa areas.
- R. Swimsuits are mandatory for pool and spa areas. Nude swimming is not allowed.
- S. Babies, or small children wearing diapers, are required to wear plastic diaper covers or disposable swimming diapers before entering the pool. Diapers are to be changed in the restrooms only.
- T. Anyone with a communicable skin or other disease that can be transmitted by water or anyone who has been ill with diarrhea or vomiting in the last two weeks shall not use the pool or spa.
- U. Bathers with seizure, heart or circulatory problems are advised to swim with a buddy and seek medical advice before using the facilities.
- V. Do not use the pool or spa when under the influence of alcohol or drugs.
- W. Polluting the pool or spa is prohibited.
- X. No bicycles, tricycles or any other wheeled vehicles are allowed in the pool area. Baby strollers are acceptable.
- Y. No animals, except service animals, are allowed in the pool or spa areas.
- Z. No smoking or tobacco chewing is allowed in the pool or spa areas.
- AA. Alcoholic beverages are not permitted in the pool, spa or pool areas.
- BB. Pool furniture is to remain on the pool deck. Placing furniture in the pool is prohibited.

Exercise Room Rules:

- A. The exercise room is for the exclusive use of residents of the Condominium and the Plats.
- B. The maximum capacity for the exercise room is ten (10) people.
- C. Please read all instructions properly before using equipment. Use of the equipment is at the resident's discretion. The Association will not be liable for any injuries.
- D. No person under the age of eighteen (18) shall use the exercise equipment unless accompanied by an adult at all times.
- E. No person shall use the equipment for more than thirty (30) consecutive minutes when another resident desires to use such equipment
- F. Please wipe down all equipment after each use.
- G. Use care when operating the television.
- H. Gym is open 24 hours.

Cabana Great Room Rental Use:

The cabana Great Room can be rented for private parties. The conditions set below outline the rules and regulations for use of the Great Room.

- A. The Great Room is for exclusive use of Condominium and Plat residents.
- B. The Great Room may not be rented for anyone who is not a resident at a Unit or Lot. Unit or Lot residents must be present at all times during an event.
- C. The maximum capacity for the Great Room is twenty five (25) people.
- D. Any resident wanting to reserve the Great Room for a private event must contact the Association Manager to fill out the reservation request and pay a deposit. Reservation of the Great Room by a tenant must be countersigned by the Lot or Unit owner.
- E. A refundable damage deposit of one hundred fifty (\$150.00) dollars shall be paid when turning in a reservation request. A non-refundable cleaning fee of fifty (\$50.00) dollars is also due when turning in a reservation request.
- F. Any damage or cleaning in excess of the \$150.00 deposit will be charged to the tenant and/or owner. The additional cost of repair, damage or cleaning, if unpaid, shall be assessed to and collectible from the responsible tenant and/or owner as an assessment in accordance with the applicable Declaration and Washington Law.
- G. All reservation requests must be submitted to the Association Manager at least ten (10) days prior to event. Approval shall be subject to availability.
- H. Use of the Great Room shall be limited to the Great Room and the patio area at the back of the Cabana.
- I. At no time shall anyone be permitted to stay overnight in the Great Room or within the Cabana.
- J. If alcoholic beverages are to be served at the event, the resident shall be solely responsible for obtaining a State of Washington Banquet License and strictly comply with all terms and conditions of the License and applicable laws pertaining to the serving and consumption of alcoholic beverages at the Event. The license shall be displayed in the Great Room for the duration of the event.
- K. At no time shall alcohol be sold on or near the Cabana premises.
- L. Events being held in The Great Room shall not extend pass 10:00 PM. Noise levels shall be maintained at all times so that neighbors are not disturbed.

**PALOMINO AT REDFORD RANCH CONDOMINIUMS
GREAT ROOM USE AGREEMENT**

The Undersigned hereby represents and agrees that

- A. He/She is a resident of a Unit or Lot at Redford Ranch.
- B. He/She is familiar with and agrees to insure that all persons attending the function for which the Clubhouse Use Agreement is issued shall strictly comply with the regulations and guidelines stated as follows:
 1. The Clubhouse is for the exclusive use of the Unit or Lot residents at Redford Ranch. The clubhouse will not be rented out to persons other than residents of the Unit or Lots at Redford Ranch.
 2. No more than Twenty-Five (25) persons shall be in attendance for any one event.
 3. A damage deposit of \$150.00 shall be paid when turning in the reservation request form.
 4. A \$50.00 cleaning fee shall be paid when turning in the reservation form. If there is no further cleaning or damage the remainder of the deposit will be returned to the owner. All keys given to the owner for the Clubhouse must be returned in order for the deposit to be refunded.
 5. Any damage or cleaning in excess of the \$150.00 deposit will be charged to the owner. The additional cost of repair, damage or cleaning, if unpaid, shall be collectible from the owner as an assessment in accordance with the applicable Declaration and Washington Law.
 6. Use of the Great Room shall be limited to the Great Room and the patio area at the back of the Cabana.
 7. At no time shall anyone be permitted to stay overnight in the Great Room or within the Cabana.
 8. If alcoholic beverages are to be served at the event, the resident shall be solely responsible for obtaining a State of Washington Banquet License and strictly comply with all terms and conditions of the License and applicable laws pertaining to the serving and consumption of alcoholic beverages at the Event. The license shall be displayed in the Great Room for the duration of the event. At no time shall alcohol be sold on or near the Cabana premises.
 9. Events being held in the Great Room shall not extend beyond 10:00 PM. Noise levels shall be maintained at all times so not to disturb any neighbors.

The undersigned resident accepts full and complete responsibility for strict compliance with the terms and conditions stated above and agrees to fully indemnify and defend the Association, its Board of Directors and the Management Company from and against any and all claims

(including claims of personal injury or loss of or damage to the property) arising out of or relating to the use of the Great Room by the owner and guests at the Event described below.

X _____

Owner Signature

Date

Date of Event: _____

Start Time of Event: _____

End Time of Event: _____

Event Description: _____

Estimated # of Guests: _____

Are Alcoholic Beverages to be Served at the Event? _____

Yes

No

If yes, the undersigned confirms the agreement to obtain a State of Washington Banquet License and to otherwise comply with all terms and conditions of the License and applicable law relating to the serving and consumption of alcoholic beverages at the Event.

Agreed to this _____ day of _____ 2012

X _____

Owner Signature

APPROVAL BY BOARD OF DIRECTORS/MANAGEMENT COMPANY

The Great Room Use Agreement for the Event described above is hereby approved and the undersigned acknowledges receipt of the \$150.00 deposit and \$50.00 cleaning fee.

X _____

Property Manager

Date