

Pacific Tower Condominium Association

RULES AND REGULATIONS REVISED 1-01-2026

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Pacific Tower Contact List

Pacific Tower website: www.ptcatacoma.org

Board of Directors:

ALL BOARD MEMBERS AND THE MANAGEMENT MANAGER ARE POSTED IN
LOBBY AND ROOM 107

“DO YOU NEED”

PTCA Manager: Prime HOA Management 206.580.0151

In an emergency, contact 911 immediately to report a fire, life-threatening injury, illness, or a serious crime in progress.

Overview

The regulations, policies, forms and information contained in this document supersede and replace all previous editions. PTCA requires that landlords certify in writing that a copy of the current regulations has been provided to a prospective resident prior to lease signing or execution of the Special Occupant Agreement. Please remember that Unit owners are held responsible for the actions of their lessees, special occupants, guests and other invitees while on PTCA property.

Definitions:

Governing Documents – The Condominium Declaration for Pacific Tower and its Amendments, Bylaws, and Articles of Incorporation also referred to as Covenants, Conditions and Restrictions (CC&Rs); and PTCA Regulations, Policies and Information also called the Rules.

Board – means the Board of Directors (BOD) for Pacific Tower Condominium Association (PTCA)

Common Elements - All portions of the Condominium property, inside and outside, other than the Units, such as hallways, lobbies, stairwells, elevators, unassigned parking spaces, P1 and P2 garages and the Detached Garage Facility.

Limited Common Elements – A portion of the Common Elements dedicated for use by one or more units, but not all of the Units, such as decks, assigned parking spaces, and detached private garage spaces.

Detached Garage Facility – the detached garage structure shown on the Survey Map and Plans

Detached Garage Spaces – The twenty-two (22) parking spaces located in the Detached Garage Facility (shown on the Survey Map and Plans) sold and assigned to Unit Owners as Limited Common Elements of the Units to which they are assigned.

Hazardous Household Waste - Many common household items such as cleaning supplies, home improvement products, automotive products, and medical syringes/needles are considered hazardous and need special handling for disposal. Please check the City of Tacoma website, www.cityoftacoma.org for a complete listing of hazardous household materials and the proper disposal method of items such as latex (water based) and oil based paints, household cleaners, medical items and more. If you have a question, email solidwaste@cityoftacoma.org or call (253) 591-5418 for more information.

FIRE ALARM Procedure

When the Fire Alarm sounds, everyone (except the mobility impaired) must use the stairwells to evacuate immediately.

- **Put your shoes and coat on, walk down the nearest stairwell and leave the building. Take your pets.**
- **Do not wait until the fire trucks arrive to start moving down the stairwells.**
- **Do not attempt to use the elevators.**

Staying inside your unit waiting to see if it is a ‘real fire’ could end up putting more lives at risk—yours and the firefighters.

Those who cannot walk down the stairs without assistance need to ensure your name and Unit number is on the Fire Department Evacuation Assistance roster, updated by the Board of Directors. When the fire alarm sounds, stay in your Unit foyer.

The Fire Department will determine if the situation requires evacuation of mobility-challenged residents. Any resident who needs help evacuating will receive professional assistance from the firefighters. They will expect to find you at your Unit door, calm, alert and awaiting their assistance.

Remember This: No one will call you or knock on your door to tell you to evacuate. The fire alarm tells you to evacuate IMMEDIATELY. Then move away from the building to the detached garage #21. Do not stand in the lobby or entry way to observe the action.

Section 1

Information for Residents

Welcome New Residents

Welcome to Pacific Tower! We are pleased you chose to live here. The Board of Directors (BOD) and Management recognize that for many residents this may be their first experience living in a condominium. The learning curve may be steep. We realize you may not have had time (yet) to read all the detailed information provided in your Resale Certificate concerning Rules and other Governing Documents of the condominium. To help you get moved in and settled, please refer to the Board of Directors/Management Contact list posted on the bulletin board in the Main Lobby and this short guide. At your earliest opportunity, it is important that you read all the Rules and Governing Documents to ease your transition into condominium living and to avoid any frustrating surprises.

Get Involved: What does your monthly assessment pay for? Residents are encouraged to attend the monthly BOD meetings (fourth Monday, 6 PM, Room 107) to learn about condominium operations, meet our volunteer BOD members and other volunteers who keep the wheels turning. Join one of the committees to get to know your neighbors and participate in condominium governance and social activities. See you at the next meeting!

Moving In: All moves into or out of Pacific Tower and any remodeling/upgrade work to be done prior to moving in must be scheduled in advance and must comply with the instructions in Section 10 of the PTCA Rules and Regulations (*Resident Move In/Move Out*) and Section 16 (*Unit Uses and Unit Owner Responsibilities*). Fillable Forms for scheduling your Move In/Move Out and for scheduling Delivery/Removal of appliances or remodeling materials can be found on our website: www.ptcatacoma.org. Please be aware that everything you do to get moved in affects the comings and goings of every other resident of the building. Working together it will be a smooth transition for everyone.

Security: Maintaining the security of our building and PTCA property is a top priority. There are specific security precautions you must comply with during your move in. Those requirements are listed in Sections 10 and 16 referenced above. In addition, all residents must comply with the security procedures specified in Section 2 of the PTCA Rules and Regulations (*Security and Access Control*). Security breaches endanger residents and PTCA property and will result in fines to the responsible Unit owner.

Access Cards/Key Fobs: An access control system is in use for entry through all the pedestrian doors. To enter through any of these doors you will need an activated access card or key fob. The Unit Owner/resident must meet with the designated BOD member prior to move in to ensure your access devices are activated and properly logged into the security system. Unit owners may purchase replacement/additional PTCA access cards/fobs.

Emergency Access Key/Code: Unit owners are required to provide the management company with current phone numbers and other contact information in case of emergency. Owners are **strongly urged** to provide PTCA a Unit key and/or access code to be used for emergency access to the Unit **no later than the day of move in** or any time the key or access code is changed. If you lock yourself out, only a locksmith can get you back in unless you provide emergency access.

Financial Responsibility of Unit owners: Unit owners must ensure their relatives, guests, tenants, vendors, contractors, or any other paid or unpaid personnel working, residing, or visiting on PTCA property comply with all PTCA Governing Documents. Cost of repairs for damages, parking violations, and fines for security breaches or other infractions will be assessed to the responsible Unit owner.

Unit owner insurance coverage requirements: The Declaration (13.5) requires Unit owners to carry insurance for their personal property. Unit owners must submit proof of homeowner insurance annually to the

Management company on the policy anniversary date ensuring, at a minimum, coverage of the deductible required by the PTCA Master Policy. The Declaration (11.1 *Assessments for Common Expenses, Modifications to collection of Common Expenses*, 11.1 d) further states: *to the extent that any Common expenses can be reasonably traced to the misconduct of any Unit Owner, the Association may assess that expense against the Owner's Unit.* The master insurance policy covering the Common and Limited Common Elements in the building does not cover loss of personal property inside your Unit.

Unit Owner Maintenance and Repair Responsibilities: The Declaration (18.1 *Owner Responsibility*) requires Unit owners to promptly perform, at their own expense, all cleaning, maintenance, repair, and replacement work inside the Unit which, if omitted, could adversely affect the Common Elements or surrounding Units. Examples of items to check immediately in your Unit include fresh batteries in smoke alarms and carbon monoxide detectors. Inspect and test the integrity of all water lines and hoses in the kitchen, bathrooms, and laundry rooms. You must know the location of the water shut-off valve in your Unit and know how to shut off all water flowing to the Unit. Severe damage to the Common Element, to adjacent Units and Units below can result from even a small water leak originating in your Unit. Read Section 16 of the Rules and Regulation (*Unit Uses and Unit Owner Responsibilities*) for the complete list of owner responsibilities.

Parking: Parking in Assigned, Unassigned, Disabled and Guest spaces is regulated by PTCA and violations are issued by (and payable to) a contract parking management company. It is very important that all residents read and be familiar with the parking rules in Section 12 of the Rules and Regulations (*Parking, Garage Storage and Detached Garage Spaces*). Residents must display a current PTCA Parking Decal and park in the space(s) assigned to their Unit. Contact the designated BOD member to obtain a decal. Security reminder: For your own protection, always lock your vehicle and do not leave anything (not even empty reusable bags) in plain sight inside your vehicle whether parked in P1, P2 or in outside parking areas.

Garage Door Remote Transmitters: The P1 and P2 vehicle gates are controlled by handheld remote transmitters. Only residents with an assigned space in P1 or P2 are authorized to have vehicle gate access or to park in P1 or P2.

Vehicle Gate Safety Reminder: Do not attempt to follow another vehicle through the open vehicle gate or allow another vehicle to follow you into or out of P1 or P2. Severe damage to either or both vehicles and/or the vehicle gate can result from a driver's attempt to defeat or "beat" the time delay on the vehicle gate. Always stop immediately upon entry or exit and watch the vehicle gate close completely behind you. Always ensure that the vehicle gate is responding to your remote transmitter, not the resident who just entered or exited ahead of you.

Electricity, Cable, Internet, and Telephone Service: To start or stop your residential utility service, call Tacoma Public Utilities at (253) 502-8600. To connect or repair cable, internet, or telephone, call the service provider of your choice.

Call Box: A telephone call box for use by guests and service providers is located just outside the lobby door. You may choose to display your last name on the call box roster. You may provide either one land line or one mobile number to the designated BOD member for entry into the call box system. The BOD member will explain and demonstrate how to use the system.

Pacific Tower Website and Management Portal: Governing documents, Rules, forms, newsletters, meeting minutes, and other information is posted on our official website: www.ptcatacoma.org and the Management portal. Management and the BOD periodically email or text important, time sensitive information to residents who provide their preferred phone number and email address for these notifications. Help us keep you informed by signing up with Management and the designated BOD member. Your contact information is protected and will not be shared with other residents or outside entities.

Section 2

Security and Access Control

Security Precautions: Pacific Tower is only as secure as its residents make it. No access control system or video surveillance can totally preclude unauthorized entry or criminal activity. Security is greatly enhanced by the residents' use of common sense and awareness of surroundings. Specific recommendations to enhance security found in Section New Resident Information are reiterated below:

Do not open any entrance door for a person you do not know no matter how friendly they seem. **Do not be deceived by any excuse they may give for not having their own access fob or for being unable to contact the resident they claim to be visiting.** Contractors, vendors, and other commercial or businesspersons must gain entrance to the building ONLY through the resident who hired them. Never leave an entrance door propped open for any reason. Lock your vehicle. Do not leave items visible inside your vehicle.

Residents are required to follow additional specific steps to maintain and enhance building security as specified in the Sections referenced below. Please familiarize yourself with the security precautions detailed in these Sections.

- Section 10 Move In/Move Out and Furniture and Appliance Delivery/Removal
- Section 12 Parking and Detached Garage Spaces
- Section 16 Use of Property and Unit Owner Responsibilities

Owners/residents must ensure their lessees, guests and vendors/contractors comply with all building security requirements.

Building Access Control Devices: Access to the interior of the building is controlled as follows:

- The lobby entrance is controlled by an access key fob reader plus a telephone call box entry system.
- The P1 and P2 garage pedestrian doors, the garage elevator lobbies, and garage stairwell doors are controlled by the same access key fob reader as the lobby entrance.
- The P1 and P2 garage vehicle gates are controlled by a handheld remote transmitter.
- The refuse/storage room doors are controlled by high security keys.

Fee Schedule For Purchase /Replacement of Access Control Devices:

1. Initial purchase/replacement of remote transmitters or key fobs: Purchase directly from Robblee's at their retail cost. Contact information: located at 5424 South Tacoma Ave., Tacoma, WA, 98409, phone # 253-627-5448. For Emergencies after hours call the same number of 253-627-5448 and leave a message. Be sure to advise them that you need a remote transmitter/key fob for Pacific Tower Condominium.
2. Initial purchase/replacement of key fobs/transmitters: Purchase directly from Robblee's, at their retail price.
3. Initial purchase/replacement of high security keys: Replacement key costs are set by the Board (currently \$75.00). The key transaction will be handled by the current Association Management company directly after the PTCA Board's approval. Contact information of the association's management company is located on the lobby bulletin Board.
4. Contact the PTCA Board to deactivate or reactivate of any access device: No charge.

5. Replacement batteries for fobs and garage door remotes are the responsibility of the Unit owner/resident. PTCA does not provide batteries or keep a supply on hand.

Access Key Fobs/Remote Transmitters: Once purchased, access key fobs/remote transmitters are the property and responsibility of the Unit Owner. The owner is responsible to provide all access devices to their lessee or special occupant. Access devices must be activated by the PTCA Board to be recognized by the access control system free of charge. After moving out the Board needs to be contacted to deactivate such devices, free of charge.

High Security Keys: Once purchased from the manufacturer Robblee's, security keys are the property and responsibility of the Unit Owner. The owner is responsible to Provide the high security key to their lessee or special occupant. Security keys can only be duplicated by the manufacturer Robblee's through the PTCA Board's approval. You must submit an application first for their approval. See attached form. Lost or stolen keys can be replaced by Robblee's after the PTCA Board approval first. Next, with the PTCA Boards approval the Unit Owner or resident can then make payment of the current replacement fee made per key to the current management company located on the lobby bulletin board.

Procedural steps to replace security keys:

Fill out replacement key form. See attached.

Give the completed form to the current management company.

The current management company will provide you with a key and add the charge to your account.

Lost or Stolen Access Devices: Lost or stolen access devices must be reported immediately to the BOD so the devices can be deactivated to minimize the security risk.

Vehicle Entry/Exit Procedures for P1 and P2 Garages:

- Use the handheld remote to operate the garage vehicle gate. Immediately after Entry/exit through the garage vehicle gate stop your vehicle and press your remote to close the gate. Visually ensure the gate closes completely behind you.

Pedestrian Building Entry/Exit Procedures:

- When entering/leaving the building via the pedestrian doors (including the P1 and P2 elevator lobby doors), use the door handles to push/pull the door completely closed to engage the magnetic lock. This is especially important on windy days when weather conditions may prevent the door from closing and engaging the magnetic lock.
- The P1 North elevator lobby emergency exit to Pacific Avenue is closed permanently. An emergency exit only. This door is to be used only for emergency building evacuation.
- Do not use the garage vehicle gate for pedestrian entry/exit.

Enforcement:

- Misuse of the access control system, whether deliberate or inadvertent, or failure to promptly report lost or stolen devices may result in deactivation, fines or other costs resulting from such misuse or failure to report.
- Compromise of building security at any time will result in an immediate (no warning) fine of \$200.

REQUEST REPLACEMENT OF SECURITY REFUSE KEY

Pacific Tower Condominium

Date: _____

I request a replacement of my security refuse key for the following reason(s) _____

In consideration of providing such security key for its use, I hereby agree to release Pacific Tower Condominium Association (PTCA) from any claims for damages arising either directly or indirectly from the use or occupancy by myself, my guest(s) and invitees going forward from the indicated date. I hereby agree to indemnify and hold the Association harmless from any claims, demands, suits, actions, damages, or injuries of any nature which may be made. The current replacement cost per key will be set by the Board.

Requestor's Name (print) _____

Unit # _____ Phone # _____

Requestor's Signature: _____

Approved by: _____

Cost per key: _____ Number of Keys authorized: _____

Disapproved by: _____ Reason: _____

Turn this requested form in, to the management company. Contact Board information located on the lobby bulletin board. Suggestion, keep a copy of this form.

Approved by the PTCA Board

Section 3

Unit Access

Unit Access Regulations

Ref: Declaration Section 18.2 and 18.3

Introduction

The Association has the irrevocable right, as exercised by the Board of Directors or its agents, to have access to each Unit and Limited Common Element from time to time during reasonable hours and upon reasonable notice for specific purposes. Limited Common Elements include Unit decks, Unit foyers and assigned parking spaces including the twenty-two spaces in the detached Garage Facility. Access may be necessary to perform maintenance, repair or replacement of Common or Limited Common Elements or to do any cleaning, maintenance, repair, or replacement work which the Owner is required to do but has failed or refused to do. Immediate access without prior notice for the purpose of making emergency repairs to prevent damage to the Common Elements or another Unit(s) is permitted if, in the judgment of the Board of Directors, an emergency condition exists.

Scheduled Repair or Maintenance

The Board of Directors will notify resident owners, absentee owners and lessees/special occupants as soon as practical of the dates, times, and reasons for the required access.

Annual Fire Safety Inspection

As required by the City of Tacoma Municipal Code No. 3.02.250, a licensed Fire Safety contractor must perform a fire safety inspection of each Unit and the Common and Limited Common Elements annually. Unit access is mandatory on the scheduled inspection date which is usually in the month of January. For those who reside elsewhere during the winter months, someone needs to have access to your Unit for this inspection. Please provide a Board member with the name and phone number of a local person who has access to your Unit **OR** provide an extra key and/or access code to your Unit sealed in an envelope with your full name, Unit number and date legibly printed on the envelope to be stored in the PTCA office safe.

Enforcement

- ❖ Failure to provide access for required repair or maintenance or the annual fire inspection may result in a fine of \$250 in addition to administrative, legal and collection costs plus the cost of rescheduling the required work or annual fire inspection. Additional fines and costs will be assessed every 30 days until access is granted.
- ❖ The Unit owner remains responsible and accountable for providing access if the Unit is occupied by a lessee/special occupant.

Section 4

Delinquency Collection Policy

Delinquency Collection Policy

Ref: Declaration Section 11.10 and 11.11

The following delinquency policies shall apply to all homeowner accounts with a past due balance:

1. Authority: The Managing Agent is authorized, on behalf of the Association and the Board of Directors, to take action in collection of any delinquent assessments and to proceed with the following collection procedures, including but not limited to:

- a) Providing written notice of past due balance to the unit owner
- b) Filing a lien for the amount of the delinquent balance plus interest at 12%, recording fees, late charges, attorney fees and any additional costs incurred to enforce the lien with Pierce County.
- c) Submitting account to collection attorney/collection agency
- d) Foreclosing on the lien
- e) Filing a Complaint in the courts
- f) Garnishing wages and/or accounts
- g) Cutting off Utilities
- h) Removing the delinquent unit from the Leasing Cap and/or the Leasing Cap waiting list
- i) Suspending the right to reserve the Community Room 107 for a private function

2. Written Notification: All notifications regarding delinquent accounts will be in writing and sent via US Mail to the mailing address provided by the unit owner or the unit address.

3. The Process:

- a) Month 1, after the late date - Written notification of past due account to the unit owner advising the unit owner of the past due account.
 - Optional - Month 2 - repeat written notification of delinquent account to unit owner, reference to prior letter.
- b) Month 2, after the late date - Written notification, a delinquent notice with notice of intent to Lien if past due balance not cured by specified date.
- c) Month 3, after the late date - Written notification, confirmation Lien was filed with a demand requiring the past due balance to be resolved by specified date or account will be turned over to collection attorney/agent for further collection action. If the unit has a mortgage, notify the mortgage company of the lien.
- d) Month 4, after the late date - with no response/cure and account still delinquent, Managing Agent will assign the account for further collection action to the Association's collection attorney or collection agency.
- e) Managing Agent will proceed with the authority granted to it in Section 1 above to pursue collection of the past due account with all available remedies.

4. Payment Plans: The PACIFIC TOWER CONDOMINIUM OWNERS ASSOCIATION Board of Directors and Its Managing Agent understand that Unit Owners may be experiencing a temporary difficult financial period due to illness or unemployment and is willing to establish a payment plan with the Unit Owner, with the goal of complete recovery of past due assessments without the additional fees and costs of foreclosure litigation. Upon written request from the Unit Owner for a payment plan, the Managing Agent will prepare a payment plan agreement for Unit Owner signature and agreement to resolution of the past due amount in a reasonable time frame. The agreed upon

payment plan will be monitored monthly and failure to comply with the terms may result in the account being escalated to legal counsel for further collection action.

5. Delinquent Assessments:

- a) The due date for all assessments, both monthly and special is the first day of the calendar month in which the assessment is due.
- b) Any Assessment not received by the end of the month is delinquent and subject to a late charge assessment.

6. Assessments Defined: The Collection Policy is applicable to all "assessed" costs. For the purpose of this policy, the definition of assessed costs or assessments includes:

- a) regular and special assessments, dues
- b) fines
- c) late fees and interest
- d) reimbursable expenses
- e) costs associated with collection of past-due account including administrative fees, legal fees, and collection fees

7. Late Charges, Fees, Collection Expenses:

- a) All assessments, regular and special, will be assessed a late charge of twenty five (\$25.00) for each month the account maintains a delinquent balance.
- b) Interest, if applicable, will be applied to the unit owner's account as of the late date for each month the account maintains a delinquent balance.
- c) For each action of the Managing Agent including notices of past due assessments, legal/agency follow up, payment plan monitoring, a \$12.00 administration fee is assessed to the account.
- d) Liens placed on property incur a \$200 charge from the Managing Agent for filing the initial Lien, any update or revision, and the Release of Lien when the owner's account is current. This cost will be assessed to the Unit account at the time of filing the record and is collectible as any other assessment.
- e) Collection Expenses
 - All expenses incurred by the Association or the Board of Directors, including all legal costs, fees of collection agencies, and fees to file or release a lien with the county, will be assessed to the Unit Owner and further are subject to all the provisions of this Policy.
 - Costs for special handling of notices such as certified mail or process servicers will be assessed to the Unit Owner's account.
 - Management Company additional fees for services are outlined in Schedule A of the Management Agreement and may be subject to changes with notice to PACIFIC TOWER CONDOMINIUM OWNERS ASSOCIATION Board of Directors.

8. Waiver of Collection Procedures: The PACIFIC TOWER CONDOMINIUM OWNERS ASSOCIATION Board of Directors reserves the right to waive these procedures when a Unit Owner notifies the Board or its Managing Agent that a special hardship exists and the Board agrees, in writing, to waive these procedures for a specified period of time.

Section 5

Use of Community Facilities

Use of Community Facilities

Ref: Declaration Section 11.11(b)

Definitions:

- Community Facilities, as used in this regulation, refers to two Common Element areas on the first floor: the Guest Suite and Unit 107. Unit 107 is further divided into three separate areas: Room 107, the Exercise Room and the Weight Room.
- Room 107 means the living room, dining area, kitchen, hallway, hallway restroom and deck in Unit 107.
- The Exercise Room is the designated room on the immediate left inside Unit 107 along with the contained exercise equipment and the adjacent restroom.
- The Weight Room is the designated room on the immediate right inside Unit 107 along with the contained weight lifting equipment.
- The Guest Suite is the designated bedroom and adjacent half-bath located on the first floor opposite the PTCA Office. The Guest Suite is not equivalent to a hotel room since bath/shower facilities are not included in the rental. The Guest Suite is a limited, convenient extra bedroom and half bath that may be rented by eligible owners as an extension of the owner's Unit. Unit owners must provide bed linens and bath/shower facilities in their own Units for Guest Suite occupants.

General Conditions for Use of all Community Facilities:

1. The Community Facilities defined above are generally available to residents whose Units have no assessment delinquencies or unresolved violations of Governing Documents.
2. Use of each of these Community Facilities by eligible residents is further governed by specific sections of this regulation.
 - a. Room 107, the Exercise Room and the Weight Room are for use by eligible adult residents and are generally available on a first come, first served basis.
Exception: During a private function both the Exercise Room and the Weight Room are CLOSED to everyone including residents and the attendees of the private function. Guests are not allowed to use the equipment/facilities in the Exercise and Weight Rooms.
 - b. Room 107 is available for Private Functions of eligible residents upon payment of the required fee and compliance with these regulations.
 - c. The Guest Suite is restricted to use by eligible resident Unit owners upon payment of the rental fee and compliance with these regulations.
3. Age Restrictions in Community Facilities
 - a. The Exercise Room and the Weight Room: Children under 18 years of age are not allowed inside these rooms. No exceptions.
 - b. Room 107 and Guest Suite: Children under 18 years of age must be supervised by a responsible adult and not left unattended at any time.

4. Smoking is prohibited in the Community Facilities including the deck of Room 107.
5. All heat or smoke producing appliances/equipment are prohibited, including but not limited to electric, propane or charcoal cooking equipment such as BBQ grills, hibachis, and other appliances not provided by PTCA.
6. Costs for cleanup, repair or replacement of damaged community facilities, equipment or furnishings will be assessed to the responsible Unit owner.
7. Pets are not allowed in the community facilities with the exception of registered service animals. PTCA reserves the right to require proof of service animal registration.

Private Functions in Room 107:

Reserved Room 107 use extends only to the living/dining room, kitchen, hallway, hallway restroom and deck. Occupancy must not exceed 25 persons.

1. Prohibited Uses

- a. Meetings or gatherings that promote or support any home-based or internet-based business
- b. Product or equipment demonstrations
- c. Sales meetings, training seminars or similar activities

2. How to Make a Reservation

- a. Eligible residents may reserve Room 107 for a private function by submitting a properly completed Reservation Request Form (available in Rm 107 or at www.ptcatacoma.org) and paying the required reservation fee.
- b. Submit the reservation form and required fee to a PTCA BOD Member at least ten (10) days prior to the requested date.
- c. Fee payment must be in the form of a check or money order made payable to PTCA. Cash or Debit/Credit card cannot be accepted.
- d. Reservation requests must include the time needed to decorate and prepare before the arrival of guests, the same day as the reservation.
- e. All private functions must end not later than 10:00 pm.
- f. After receipt of the fee and properly completed Room 107 Reservation Request form, the reservation will be confirmed provided that the requested date is available and the details of the private function meet all conditions listed above.
- g. Upon confirmation, the Unit owner requesting the reservation will be notified and the private function will be posted on the calendar on the bulletin board in Room 107.
- h. Ten (10) days in advance of the private function, PTCA will post a RESERVED sign on the Unit 107 entrance door. The ten (10) day notice of closure is necessary to provide sufficient notice to other residents who may be impacted by the closure of the Exercise and Weight Rooms.
- i. If a confirmed reservation is canceled at least 24 hours in advance of the scheduled private function the fee will be refunded within ten (10) business days. No refund for cancelations within 24 hours of the confirmed date.

3. Reservation Holder Responsibilities

- a. The reservation holder is responsible for all activities that occur in Room 107 during the posted reserved hours. Thus, Room 107 must remain under the reservation holder's personal supervision during the reserved private function time.
- b. Decorations for a private function may include tabletop décor, balloons and flowers of your choice. Do not remove any fixtures, furniture, or existing décor from Room 107. Do not hang any type of decorations on walls, doors or any other structure or fixture. Do not suspend anything from the ceiling. Prohibited items include tape, tacks, push pins, nails, candles and other open flames.
- c. Inform your guests of the applicable PTCA regulations especially with regard to
 - noise, smoking and other nuisances (Section 11)
 - guest parking (Section 12).

Ensure understanding and compliance by attendees.

- d. In consideration for the neighbors, keep the Room 107 hall and slider doors closed. If the doors need to be opened, keep the noise level down.
 - e. The reservation holder assumes responsibility if he/she permits alcohol consumption during the function.
 - f. Boisterous, lewd, drunken or impaired behavior, rough or profane language, and illegal or dangerous activities are prohibited.
 - g. Guests are to remain inside Room 107 during the private function. "Spillover" of guests into other Units or roaming of guests into other Common or Limited Common Elements (hallways, lobby, elevators, garages, parking lot, etc.) is not allowed.
 - h. No food or beverage consumption is allowed outside of Room 107.
 - i. Ensure a responsible adult is present to supervise children under 18 years of age at all times. Children may not be left unattended at any time.
 - j. Keep the Exercise and Weight Rooms CLOSED and off limits to everyone.
 - k. Room 107 may be released earlier than the posted reserved time by notifying a BOD member.
 - l. Cleanup of Room 107 following a private function, (including dishes, refrigerator, stove, sink, carpets, floors and restroom) must be completed no later than 12:00 PM the following day using your own cleaning supplies, vacuum cleaner, etc. Trash and refuse disposal is the responsibility of the reservation holder. Remove all personal items (décor, serving dishes, leftover food and beverages, etc.) no later than 12:00 PM the following day.
4. Upon inspection by a BOD member following clean up, charges for additional cleaning, replacement or repair of damages may be assessed to the responsible Unit owner.
 5. PTCA is not responsible for food or personal items placed in Room 107 in advance of the reserved time. Similarly, PTCA is not responsible for any personal items inadvertently or purposely left in Room 107 after the reserved private function time.

PTCA GUEST SUITE POLICY AND PROCEDURES

1. Resident Unit owners wishing to rent the Guest Suite must be current on all Assessments and have no outstanding violations of Governing Documents. The rental fee for the Guest Suite is \$75.00 for 1 - 3 nights. Rental can be extended **ONLY** in 3-night increments at \$75.00 per period, payable in advance. Payment in full must accompany the completed Guest Suite Reservation Request and Guest Registration form.

Occupants: Maximum of 2 persons (2 adults or 1 adult and 1 child).

2. How to Make a Reservation:

- a. The requesting Unit Owner must complete a Guest Suite Reservation Request and Guest Registration form (available from a BOD member or at www.ptcatacoma.org).
- b. Give the completed form and a check payable to PTCA for full payment to the Guest Suite Coordinator for approval and confirmation.

3. Guest Information:

- Check in Time: 2:00 PM
- Checkout Time: 12:00 noon
- No Pets
- No Alcohol
- No Smoking
- No Candles or other open flames

4. Reservation Holder Responsibilities:

- a. All PTCA Governing Documents apply to the rental and occupancy of the Guest Suite
- b. Provide bedding (sheets, pillows, blankets) and towels for your guests
- c. Provide shower facilities for your guests in your own Unit.
- d. Ensure a responsible adult is present to supervise children under 18 years of age at all times. Children may not be left unattended at any time.
- e. Guests are not allowed to use the equipment/facilities in the Exercise and Weight Rooms.
- f. Suite must be cleaned by 1:00 PM on day of checkout using your own cleaning supplies, vacuum cleaner, etc.
- g. Return Guest Suite key to the Coordinator

5. Guest Suite Coordinator Responsibilities:

- a. Verify Unit Owner eligibility
- b. Track confirmed reservations in log book in PTCA Office, first come - first served
- c. Collect Guest Suite rental and provide key to requesting Unit owner
- d. Verify Guest Suite is properly cleaned after use and key is returned

Enforcement:

- ❖ A private function or rental of the Guest Suite may be terminated at the discretion of a BOD member if the Conditions of Use or governing documents are violated. Guests in violation may be required to vacate PTCA property immediately at the discretion of the BOD member.
- ❖ The responsible Unit owner may incur fines (no warning) for violation of any PTCA governing documents while using the Community Facilities.
- ❖ Fines and cleaning/repair/replacement fees will be immediate, assessed to the responsible Unit owner's account.
 - Failure to end a private function or check out of the Guest Suite on time; failure to cleanup on time, or failure to cleanup properly will result in a \$100 fine
 - Fee for failure to return Guest Suite key will be \$50
- ❖ Dishonored checks are subject to a returned check fee of \$35 plus PTCA management company handling fees and charges for past due accounts.

Section 6

Complaint Filing and Enforcement Policy

Filing a Complaint

A. INTRODUCTION

This document defines the guidelines for owners who wish to file a complaint with PTCA management regarding suspected violations of the Declaration, Bylaws, or the Rules and Regulations (“Governing Documents”) of the Pacific Tower Condominium Association (PTCA). The Board of Directors urges owners and residents to make good faith efforts to resolve problems among themselves before filing a complaint. Nothing in these regulations is intended to interfere with or limit a resident’s right or obligation to report a situation or file a complaint directly with the police or other civil authorities.

In an emergency, call 911 immediately to report a fire, life threatening injury, illness, crime in progress or suspicious activity affecting the safety or security of Pacific Tower residents or property.

To report vandalism, theft, graffiti, excessive noise, or other non-emergency situations, call the Tacoma Police help line at (253) 798-4721.

To report blight or a violation of Tacoma City Code call Tacoma Cares at (253) 591-5001.

B. COMPLAINT FILING PROCEDURES

An owner who wants to inform the management company of a suspected Governing Document violation or other complaint must file a written complaint providing:

- a full and detailed account of the suspected rule/Governing Document violation or problem
- identification of persons involved, date, time and location of the suspected violation(s).
- all available supporting documentation such as photographs, witness names and contact information, police reports, etc.
- sign and date the form (confidentiality is guaranteed, see Enforcement Policy para A.4.)

Submit the complaint either on the management company portal, by U.S. mail, fax or email using the Service Request form obtained from the PTCA website, www.ptcatacoma.org or from the clipboard in Unit 107. Telephone or voicemail complaints are not accepted.

To file online, submit a service request in the Appfolio online portal. Select “non-maintenance” as the topic and provide a description of the violation along with any supporting documents.

Governing Document Enforcement Policy

Ref: Bylaws Article VIII, Section 1(c) and Section 2(g)

The Board of Directors (BOD) is responsible to enforce all covenants, restrictions, and conditions of the Declaration and amendments. This responsibility includes adopting and amending rules and regulations covering the details of operation and use of the property, including adopting reasonable fines and penalties for violations. The procedures in this policy serve as a general guide to enforcement of the PTCA Governing Documents. The BOD has determined that violations of certain provisions of the Governing Documents are serious enough to warrant exceptions to the general enforcement policy. Exceptions to the general enforcement policy are found in the enforcement sections of each chapter of the Rules and Regulations. Examples of exceptions include but are not limited to assessment of a fine without a preliminary warning letter, higher fines and shorter compliance times. Enforcement actions may be initiated directly by the BOD upon validation of a written complaint filed by an owner.

A. ENFORCEMENT PROCEDURES – Management Company

1. The professional management company under contract with PTCA will take the primary role in handling alleged rule violations and complaints. Upon receipt of a complaint, the association Manager determines whether the complaint will be handled directly or forwarded to the BOD for consultation. This determination is based on such things as the facts and complexity of the complaint and the prospects of resolving the complaint by providing information to the parties about governing rules.
2. The association Manager will furnish all BOD members with violation information no less than monthly as the BOD deems necessary.
3. Within ten (10) business days of receiving the complaint, the association Manager will notify the person filing the complaint by email or US mail that either:
 - a) appropriate enforcement action will be/has been taken or
 - b) the complaint requires BOD consultation to determine the course of action
4. Alleged rule violations or complaints submitted are held in strictest confidence between the management company and the BOD. Management and the BOD will not divulge identifying information such as names or Unit numbers regarding the alleged violation or the individual who reported the alleged violation unless a suit is filed against the association and the records subpoenaed. Similarly, the submitter is urged to refrain from divulging information about the alleged violation to anyone other than management or the BOD.
5. Fines will be imposed following a second or subsequent valid complaint for the same rule violation. The association Manager is authorized to assess fines up to \$250, under the schedule in this Section or other Sections, without BOD approval. If the Manager determines a fine higher than \$250 is warranted, it must promptly recommend such action to the BOD and receive BOD authorization for the recommended fine. For violations deemed to be

egregious or a danger to life or property, the Manager may request the BOD to authorize immediate fines without the usual first notice warning.

6. For complaints handled either directly by the association Manager or with BOD consultation, the Manager will use the following sequence of steps. If a lessee or special occupant is the alleged violator, simultaneous notice will be mailed to both the resident and the unit owner. The unit owner's account will be assessed for any applicable costs, expenses and fines (paragraph 7 below).
 - a) On the first violation, a First Notice will be sent by the association Manager by regular first class mail. The First Notice will serve as a reminder about the rule(s) allegedly violated and will warn of a **\$100** fine if the violation continues or is repeated. The notice will include instructions on the action required to correct the violation and the time frame allowed to become compliant. The notice will also include instructions for requesting a hearing before the BOD of Directors. (See C below)
 - b) On the second validated complaint of the same violation, a Second Notice will be sent by certified mail, return receipt requested, assessing a fine of **\$100** plus costs and administrative fees. The Second Notice will provide warning that if the violation continues or is repeated an additional fine of **\$200.00** may be assessed and a lien may be placed on the unit for collection of the fine.
 - c) On the third validated complaint of the same violation, a Third Notice will be sent by certified mail, return receipt requested, assessing the additional **\$200** fine plus costs and administrative fees. The Third Notice will provide warning that if the violation continues or is repeated the fine may be increased to **\$500.00** for each additional violation. If any fines are not paid as specified, a lien will be recorded against the unit.
7. To contest the violation(s) included in the notice If the suspected offending owner may request a BOD hearing by contacting the management company in writing, either by email or by US mail postmarked within 10 business days of receipt of the notice. If the suspected offending owner does not request a hearing within 10 days of receipt of the notice, no further action is required by that owner other than to cease the violation and pay the fine, if any.
8. Fines and all PTCA expenses incurred, including any legal and collection costs, are assessed to the account of the unit owner responsible for the violation. The unit owner is responsible for all acts of his lessee, special occupant or invitees.

B. ENFORCEMENT PROCEDURES – PTCA Board of Directors

The BOD reserves the right to reject any complaint referred by the association Manager as invalid or unenforceable if by majority vote of the BOD it is determined the complaint:

- is of a frivolous nature,
- appears intended to be harassment, or
- is not adequately documented

1. The BOD has ten (10) business days from receipt of a written complaint forwarded from the Manager to make a determination by majority vote of whether the complaint is valid and enforceable.

2. If the BOD determines that the complaint is not enforceable, a written explanation will be sent by the association Manager to the owner who filed the complaint.
3. If the BOD determines that the complaint is enforceable, a notice of acceptance will be sent by the Manager to the owner who filed the complaint. The notice will state that the BOD has accepted the complaint and will take appropriate action.
4. If the association Manager forwards a complaint and recommends a fine of more than \$250, the BOD has ten (10) business days to meet, vote, and advise the Manager whether or not the recommended fine is authorized.
5. In case of three (3) or more simultaneous, adequately documented violations the BOD may assess an immediate fine of no less than \$250 and no more than \$500 without the requirement for a First Notice warning.
6. In case of a violation deemed by the BOD to merit exceptional corrective action, the BOD may impose an immediate fine of no less than \$250 and no more than \$1,000 without a First Notice warning. This action may be undertaken with or without additional involvement of police or other government agencies.
7. PTCA reserves the right to demand that a unit owner evict a lessee or special occupant who is responsible for two (2) or more violations within one (1) year or who commits a violation deemed by the BOD to be egregious or to present a risk of bodily injury or property damage to others. If, after written notice from the BOD demanding eviction, the unit owner fails to or refuses to evict, the BOD may commence eviction proceedings and assess the associated costs and legal fees to the unit owner.

C. BOARD of Directors HEARINGS

1. An owner who has received a violation notice has the right to contest the violation or appeal the fine or other action by requesting a hearing before the BOD. The request for a hearing must be made in writing to the PTCA BOD c/o Prime HOA Management(see Contacts List). The request for a hearing must be postmarked within ten (10) business days of receipt of a violation notice. The BOD has no obligation to grant a hearing if the ten (10) day request period has been exceeded. A hearing will be granted within fifteen (15) business days of the BOD's receipt of a timely request for hearing. The hearing will be attended by no less than four (4) BOD members. If at least four BOD members are unable to attend, the hearing will be rescheduled. The hearing is confidential. Neither side may be represented by counsel at the hearing. Both sides may present evidence and/or call witnesses. The BOD will have up to ten business days following a hearing to render a decision. The BOD's decision is final upon majority vote of the BOD. No further appeals will be accepted after the decision is rendered.
2. The association Manager will notify the appealing owner of the BOD decision by email or U.S. mail within 30 days.

Section 7

Environmental Protection

Environmental Protection Regulations

1. Hazardous household waste must be disposed of in accordance with all local, state and federal requirements. Dumping of such waste, (including but not limited to household bleach, paint thinner, fluorescent bulbs, medical syringes/needles, and medications) is not allowed in sinks, toilets, trash bins, recycling bins, storm drains or the trash compacter. All hazardous household waste must be taken to the City of Tacoma Household Hazardous Waste Facility at the Tacoma Landfill, 3510 S. Mullen Street. Disposal is free of charge. For more information call: (253) 591-5418 or check the city website: www.cityoftacoma.org
2. Servicing of motor vehicles such as adding or changing automotive fluids and lubricants is prohibited on PTCA property.
3. Due to potential contamination of the surface water drain system and damage to the asphalt, motor vehicle leaks must be repaired promptly. The BOD procedure for notification/cleanup of automotive fluid leaks:
 - Residents who notice a motor vehicle leak in their own parking space or anywhere in common or reserved parking areas should report the leak to any BOD member who will notify the PTCA Manager (see Contacts List).
 - The association Manager mails a letter to the Unit owner specifying the steps the Unit owner must take to either repair the vehicle or remove it from PTCA property and report completion of the repairs/removal to the Manager. Repairs/removal must be completed and reported to the association Manager by the vehicle owner within the timeframe specified in the Manager's notification letter.
 - After the vehicle owner notifies the association Manager that repair is completed, the designated BOD member will ensure cleanup of the leak by PTCA maintenance personnel using environmentally sound products and methods. The first cleanup will be at no charge to the vehicle owner. If a subsequent leak occurs, the same procedure will apply with the addition of a \$25 charge per cleanup.
4. P1 and P2 Garages: The vehicle owner will use an automotive drip pan (not cardboard, rags, rugs, carpet pieces, etc.) to protect the garage floor from further damage until the vehicle is repaired.
5. Outside parking: Because it is impractical to use automotive drip pans in outside parking, their use is prohibited. A leaking vehicle must be removed from PTCA property within two business days as specified in the association Manager's notice due to potential contamination of the surface water drain system and damage to the asphalt.
6. **Do not attempt to clean motor vehicle leak stains yourself.** PTCA maintenance personnel will clean the stain using environmentally sound products and methods **after** the

vehicle owner confirms by reply to the management company that the vehicle is either repaired or removed from PTCA property.

7. Car washing using a hose on PTCA property is strongly discouraged because the soap and automotive contaminants flow directly into the storm drains which empty into our local waterways. The BOD supports city and state efforts to educate and inform residents on alternate methods for do-it-yourself (DIY) car washing. PTCA recommends that residents take their vehicle to a commercial DIY car wash business. The run-off from a DIY car wash business is processed through the city sewer system, thus preventing automotive contaminants from entering local waterways.
8. Fireworks and open air burning are prohibited on PTCA property.

Enforcement:

- ❖ Violation of hazardous waste disposal may be reported to the appropriate City, County or State authorities.
- ❖ Fines up to \$500 may be imposed on the unit responsible for violation of the PTCA environmental protection regulations (such as attempts to self-clean motor vehicle fluid leaks or disposal of oil stained cardboard or rags in PTCA green bins) in addition to any fines imposed by City, County or State authorities.
- ❖ The PTCA management company will serve notice to the responsible Unit owner to repair or remove a leaking vehicle by the specified date. The vehicle in violation may be towed at the vehicle owner's risk and expense and a \$100 fine assessed for:
 - Failure to repair or remove a leaking vehicle within the time constraints of the notice
 - Failure to confirm repair or removal within the time constraints of the notice

Section 8

Garbage and Recycling

Garbage Disposal and Recycling Regulations

Ref: Declaration Section 9.6

1. Waste from any off-site business or activity may not be brought onto PTCA property for disposal.
2. All garbage and other waste must be discarded or recycled only in appropriate containers in designated garbage pick-up areas within the Common Elements. Units are assigned to a specific Refuse/Storage Room and share a common high security key.

Disposal of household waste:

- Pizza boxes, glass, Styrofoam and household garbage must be bagged, securely closed, and placed in the GREEN bins in the residents' assigned Refuse Room.
- Recycling of clean paper, metal cans, plastic, aluminum foil, and newsprint is encouraged. Recycle these items in the BLUE bins located in the residents' assigned Refuse Rooms.
- Cardboard boxes must be flattened and placed in the large white container in the P1 garage for cardboard recycling. For your convenience there is a box cutter tool available.
- A limited number of GREEN (garbage) and BLUE (recycle) bins are also located in P1 and P2 garages.

Disposal of Pet Waste: Refer to Section 13 Pets for complete details.

- Dog waste must be bagged, securely tied and disposed in the In-Ground Pet Waste Can located outdoors, to the right of the paved area as you approach the detached garages. Always bag & tie dog waste. Disposal of dog waste in the GREEN bins is prohibited.
- Large bags of used cat litter and bird droppings must be double bagged, securely tied and disposed in the GREEN garbage bins on P1 and P2 **only**. Animal waste of any kind is prohibited in the GREEN garbage bins located on residential floors.
- Scooped cat waste must be bagged, securely tied and disposed in the small Animal Waste disposal cans located on P1 and P2. **Never** flush scooped cat waste down the toilet.

Disposal of Other Waste:

- Do not pour any liquids or dispose of any trash or other waste in the storm drains on PTCA property. Disposing of dirty water (even biodegradable soaps) and hazardous materials down storm drains is illegal because these substances are toxic to aquatic life.
- Remodeling/repair materials and/or debris removed from a unit as a result of remodeling/repair must be removed from PTCA property immediately by the resident or the contractor.
- Large household items such as unwanted furniture, appliances and other items larger than normal household trash must be removed from PTCA property immediately by the resident.
- Hazardous household waste must be taken to the Tacoma Household Hazardous Waste Facility at 3510 S. Mullen Street. Disposal is free of charge. Dumping hazardous waste in refuse or recycling bins or anywhere else on PTCA property is prohibited. **Refer to Section 7 Environmental Protection for complete details on hazardous household waste disposal.**

3. Enforcement

- ❖ Improper disposal of any type of waste is a violation, subject to PTCA fines.
- ❖ Improper disposal of hazardous household waste is subject to applicable PTCA, city or state fines along with the cost of clean-up and proper disposal.

Section 9

Leases and Special Occupant

Leasing Cap Regulations

Ref: Declaration Section 9.3 (c)

The Pacific Tower Condominium Association Declaration sets the leasing cap at 30% of the 94 units in the building. This means no more than 28 units are permitted to be leased at any one time. Unit owner(s) who wish to enter a unit into or to remain in the leasing cap or the waiting list must be current on all PTCA assessments. The City of Tacoma Municipal Code 6B.20 requires landlords to maintain a current business license.

1. Leasing Cap Waiting List

The association Manager maintains a waiting list for unit owners who wish to enter into the leasing cap as follows:

- a) The Unit owner must file a written request with the association Manager (See contact list) requesting placement of the unit on the waiting list. The Unit owner must specify the preferred means of contact in the request (phone, fax, email or mail).
- b) Waiting list positions are determined in the order that written requests are received by the association Manager.
- c) The association Manager will provide written confirmation to the unit owner of placement of the unit on the waiting list.
- d) Inclusion on the waiting list does not guarantee that the Unit owner will be able to lease the unit.
- e) The unit's position on the waiting list cannot be assigned, sold or bartered to another Unit owner.
- f) An owner of multiple units may have more than one unit on the waiting list. The Unit owner must file a separate written request for each unit. Each unit will occupy a separate position on the list. Positions cannot be interchanged.

2. Notice of Leasing Cap Opening:

- a) When an opening in the leasing cap occurs, the association Manager will contact the Unit owner in first position on the waiting list using that owner's preferred contact method.
- b) The Unit owner has 10 business days to give the association Manager written notice of his intention to accept the offer, decline the offer, or request a one-time voluntary bypass.
- c) If the owner decides to accept the offer, the owner proceeds as outlined in paragraph 3 below.
- d) If the owner declines the offer, the unit is moved into last position on the waiting list.
- e) If the owner submits the written notice requesting voluntary bypass, his unit is passed over, allowing the manager to offer the leasing cap opening to the owner next in line.
- f) If the owner cannot be contacted or fails to provide the required written notice within 10 business days the unit is moved to last position on the waiting list. This allows the manager to offer the opening to the owner next in line. Subsequent failure to provide

updated contact information or respond within 10 business days will result in removal of the unit from the waiting list.

Requirements for Entry into the Leasing Cap from the Waiting List:

- a) The Unit owner must be current on all PTCA assessments.
- b) The owner must provide written acceptance of the offer within the 10 business days specified in 2 (b).
- c) Within 60 days the prospective landlord must:
 - meet all requirements of the PTCA Unit Leasing Regulations, and
 - qualify a new lessee and present the signed lease and other documents to the association Manager for approval.
- d) If all requirements above are not met, the association Manager will notify the Unit owner in writing of termination of eligibility for entry into the leasing cap. Under such circumstances, the Unit will be removed from the waiting list.
- e) After the association Manager provides the written notice required in 3 (d) above, the Manager will provide the offer to the owner in the next position on the waiting list until the opening is filled.

4. Removal of a unit from the leasing cap

Removal from the leasing cap occurs with any of the following events:

- a) The Unit owner submits a signed and dated statement requesting removal from the leasing cap.
- b) The owner occupies the Unit.
- c) The owner requests and receives BOD approval for the Unit to be occupied by a "Special Occupant(s)" as defined by the PTCA Special Occupant Application.
- d) The owner allows a Unit to be occupied by a lessee/special occupant without prior PTCA approval.
- e) The Unit is vacant for more than 90 consecutive days.
- f) The owner becomes more than 60 days in arrears of assessments owed to PTCA.

5. Enforcement:

Penalties for violation of any provision of the Leasing Cap Regulations by the Unit owner, agent, lessee/special occupant may include any/all of the following as determined by the BOD:

- a) An immediate fine of \$250 levied to the owners account. Additional fines of \$250 may be assessed every 30 days if the violation continues.
- b) Placement of the Unit into last position on the waiting list.
- c) Removal of the Unit from the waiting list.
- d) Removal of the Unit from the leasing cap.
- e) Collection of rent from the lessee sufficient to cover assessments in arrears plus interest and costs.
- f) Cut off utilities to the Unit.
- g) Eviction of the lessee/special occupant at the expense of the Unit owner.

Unit Leasing Regulations

Ref: Declaration Sections 9.3 and 13.5

1. Leasing Agents

Owners may hire an agent to handle the leasing of their unit. The use of an agent does not relieve the owner from the responsibility for compliance with the Governing Documents at Pacific Tower Condominium. It is the unit owner's responsibility to provide the agent with a copy of the leasing regulations and all other PTCA Governing Documents at the time of entering into a management agreement with the agent. Unit owners using an agent must notify the association Manager in writing of the name, address and telephone number of the agent. The notification must be signed and dated by the Unit owner, who is responsible for the actions of his agent.

2. Lease Requirements

- a. No more than thirty (30) percent of the Units (total of 28 Units) may be leased at any given time. Refer to the Leasing Cap Regulations for specific information.
- b. Subleases are not allowed.
- c. The Unit owner must have insurance on their leased Unit naming PTCA as additional insured. Evidence of such insurance must be provided to the association Manager with each new leasing agreement. Landlords are responsible for advising lessees/special occupants to insure their personal property with their own renters insurance.
- d. The Unit owner must provide the lessee with a copy of the PTCA Governing Documents before a lease is signed.
- e. At expiration of a minimum one-year lease, a new, signed lease permitting month to month occupancy with the same lessee is allowed.
- f. No Unit owner may lease less than the entire unit including all assigned parking spaces.
- g. A statement signed by the Unit owner attesting to satisfactory results of a criminal background, rental history and credit check of the prospective lessee must accompany the signed lease.
- h. Occupancy is not permitted until:
 - the owner has been notified of PTCA approval of the lease and
 - the owner has been notified that the insurance is satisfactory
 - the lessee/special occupant has signed and submitted the Moving Day Rules and coordinated a move-in date as specified in the PTCA Governing Documents
- i. The lessee shall be subject to all the provisions of the PTCA Governing Documents. Any failure by the lessee to abide by the Governing Documents will be a default under the lease.
- j. The lease must provide for termination of the lease upon the sale or foreclosure of the Unit.
- k. Family members or others permitted to occupy the Unit rent-free, without the Unit owner also in residence, are considered to be Special Occupants. Prior to occupancy the Unit owner and special occupant must each sign and submit the Special Occupant Application. Approval of the Special Occupant Application is at the discretion of the BOD. Special occupants are bound by all PTCA Governing Documents.

3. Special Occupancy Requirements

In keeping with the PTCA Declaration establishing Pacific Tower as a primarily owner-occupied property, special occupancy is limited. Each application for special occupancy will be carefully considered since approval constitutes an exception to the leasing cap. Special occupancy is subject to approval by the BOD of Directors. A Unit owner who wishes to allow a special occupant to occupy his unit must complete and submit the Special Occupant Application to the association Manager for BOD approval. The application form is available from the association Manager. BOD approval is contingent upon the following conditions.

- a. The Unit owner must be current in all assessments owed to PTCA.
- b. The Unit owner has submitted to the association Manager a completed Special Occupant Application and satisfactory documentation of insurance naming PTCA as additional insured.
- c. All criteria for special occupancy as listed on the application are met to the satisfaction of the BOD.
- d. If the Unit is sold, enters foreclosure, or if the Unit owner becomes 60 or more days in arrears with assessments owed to PTCA, any previously approved Special Occupant Application is immediately voided.

4. Enforcement

- ❖ Failure to comply with or violation of any provision of the Unit Leasing Regulations by the Unit owner, agent, or lessee/special occupant will result in an immediate fine of \$250 assessed to the unit owner's account. Additional fines of \$250 may be assessed every 30 days if the violation continues.
- ❖ If the Unit owner is in default of assessments owed to PTCA for over sixty (60) days, the BOD may:
 - collect from the lessee so much of the rent for such unit as is required to pay any amounts due the Association plus interest and costs
 - cut off utilities
 - demand eviction of the lessee
- ❖ Default in assessments by 60 days or more or failure to meet the criteria for special occupancy of a unit by the Unit owner or the special occupant may result in cutoff of utilities and/or demand for eviction. If the Unit owner fails to evict the special occupant within 30 days of an eviction demand, the BOD may begin eviction proceedings and may have a lien against the Unit for the costs associated with the eviction including attorney fees, court costs and other reasonable expenses.
- ❖ If a lessee, special occupant or their guest(s) violates any of the PTCA Governing Documents the Unit owner will be notified in writing. The Unit owner is responsible for payment of fines and/or other corrective actions resulting from such violations as specified in the Governing Documents.
- ❖ After notice of such violation has been given on two (2) occasions, the BOD may demand that the Unit owner evict the lessee or special occupant. If the Unit owner fails to evict the lessee or special occupant within 30 days of an eviction demand, the BOD may begin eviction proceedings and may have a lien against the Unit for the costs associated with the eviction including attorney fees, court costs and other reasonable expenses.

Section 10

New Resident Move In Resident Move Out

Effective Date: 10/01/2023

Move In and Move Out

Resident Move Rules apply to Unit owners, lessees and special occupants moving into or out of the building or moving to another Unit within the building, regardless of the quantity of personal belongings moved. The following scheduling and moving rules are established by PTCA to protect the Common Elements from damage, and to ensure building security is maintained during the move. Move in or Move Out fees are non-refundable and are set by the BOD. The designated BOD member will assign a PTCA Move Monitor to supervise the details of the move in/move out.

1. **Advance scheduling of resident move in/move out is mandatory.** The Unit owner/Landlord must contact the association Manager (PTCA@PrimeHOAWA.com) and submit to the association Manager the completed and signed **Section 10 Request to Schedule a Move Packet – Fillable 7-2023** at least five (5) business days in advance of the requested move date. Forms are available on: www.ptcatacoma.org and the Management portal.
2. **If the unit is leased, the unit owner must complete** all requirements of *Section 9 Leases and Special Occupants* before requesting a move in/move out date.
3. **Remodeling before Moving In:** Unit owner responsibilities for scheduling delivery/removal of remodeling material, appliances, and contractor/self-help work **before** moving personal belongings in must comply with Unit Modification, Hard Surface Flooring and scheduling requirements in PTCA Rules [Section 16 Use of Property and Unit Owner Responsibilities](#).
4. Once the association Manager determines that all required documentation has been satisfactorily submitted, the manager will notify the designated BOD member that the resident move is ready for scheduling. The designated BOD member will determine if the requested move dates can be accommodated. Every effort will be made to accommodate the owner's requested move dates. However, scheduling is first come, first served.
5. The designated BOD member will confirm the move date and will assign a PTCA Move Monitor who will conduct a pre- and post-move walk through with the Unit owner and will ensure compliance with safety, security, and other PTCA requirements on the scheduled move day. If additional time is required, arrangements must be made with the designated BOD member.
6. The Unit owner is expected to be the supervisory person for his/her own move in/move out as well as for the moves of his tenant/special occupant. If the owner is unable to act in that capacity, the owner must designate in writing a qualified representative who will assume the supervisory role. The designated representative **cannot** be the Unit owner's tenant or special occupant. Responsibilities of the Unit owner (or representative) include, at a minimum, being on site at Pacific Tower during the Pre- and Post-move inspections and monitoring security of the P1 East vehicle gate and P1 center elevator lobby.
7. All moving must enter and exit the building using **only** the P1 East vehicle gate between the hours of 9 AM – 9PM. Use of the P2 garage, the main entrance lobby or other pedestrian doors for moving is not allowed. The lobby entrance and the P2 garage may be used **only** for small household items that fit inside a red grocery cart.
8. Park the moving truck, U-Haul, or other vehicle in the yellow curb Loading Zone at the back of the building, outside the P1 East vehicle gate. Parking moving trucks or trailers inside P1 or P2 is not allowed. For safety reasons all vehicle, pedestrian and pet traffic through the P1 East vehicle gate will be blocked during loading/unloading.

9. **The Unit owner or his previously designated representative must supervise the P1 East vehicle gate at all times when it is open.** to preclude entry of non-resident vehicles or persons. Do not confront violators if you do not feel safe doing so. Notify a BOD member or call 911 immediately to report a trespasser. The Unit owner/resident must ensure their contractors, vendors, lessees, and guests follow all building security requirements.
10. In consideration of other building residents, the padded freight elevator is the only elevator to be used for moving.
11. Carry all furniture items or use dollies. Do not drag furniture or mattresses along the carpet. Do not prop anything against hallway walls or doors.
12. **Moving in** – Each unit has a small, designated storage space in a Refuse/Storage Room.
13. **Moving out** - Don't forget to remove your belongings from the Refuse/Storage Room.
14. Flatten cardboard boxes and recycle in P1 Garage Cardboard Recycle Bin.
15. Remove all other debris from PTCA property at the end of each day.
16. Immediately upon finishing the move, contact the PTCA Move Monitor to complete the post move walk through, restore freight elevator service, and rearm the electronic security.
17. **Moving In:** Contact the designated BOD member to register your vehicles and receive PTCA parking decals; activate pedestrian and/or garage entry fobs; register your name in the Main Lobby call box; and provide an emergency Unit entry code/key for the PTCA office safe.
18. **Moving Out:** Contact the designated BOD member to deregister your vehicles, deactivate your pedestrian and/or garage entry fobs, remove your name from the call box, and remove your emergency Unit entry code/key from the PTCA office safe.

ENFORCEMENT

- ❖ Failure to properly schedule the move in/out in advance will result in an immediate (no warning) fine of \$500 for a resident move. Failure to schedule a move is considered a deliberate evasion of clearly defined Resident Move Rules and may result in repercussions in addition to the automatic fine as determined by the Board of Directors.
- ❖ Compromise of building security at any time during the move will result in an immediate fine of \$200.
- ❖ Failure to comply with any other Resident Move rules will result in an immediate fine of \$100 per infraction.
- ❖ Actual costs for paint touch up, cleaning or repairs caused by damage from any type of move will be assessed to the responsible Unit owner's account. Such costs are in addition to the move in fee or move out fee and any fines.

Section 11

Noise, Nuisances, Alcohol, Damages and Smoking

Noise, Nuisances, Alcohol, Damages and Smoking Regulations

Ref: Declaration Sections 9.7, 9.14, 11.1 and 19

1. Nuisances

A nuisance is any activity or object that intrudes on the ability of residents to use or enjoy their properties such as odors, noise, offensive or threatening language/conduct. All nuisances are prohibited.

2. Alcohol

- a. Consumption of alcohol is prohibited in the Common Elements and Limited Common Elements, such as the lobby, hallways, Guest Suite, elevators, stairwells, parking garages P1 & P2 and the outside parking lots.
- b. Alcohol consumption is prohibited in Room 107. **Exception:** during reserved private functions the reservation holder assumes responsibility if he/she permits alcohol consumption. The BOD may approve consumption of alcohol during scheduled, approved PTCA events provided participants are informed in advance that alcohol will be allowed.
- c. Alcohol consumption is allowed on all Unit decks.

3. Damages

Repair or replacement of PTCA Common or Limited Common Elements damaged or defaced by a Unit Owner, Lessee/Special Occupant or their guest(s) will be charged to the responsible Unit Owner.

- a. Accidental damages or those caused by inattentiveness include but are not limited to carpet stains from mud, leaking garbage, bodily fluids, activities of pets; scratches, scuffs, and gouge marks to furniture, floors, doors or walls from grocery carts or other objects; and damage to light fixtures, windows, mirrors, or other decor.
- b. Intentional or attempted damage to PTCA property or interference with security equipment will be considered an act of vandalism.

4. Noise Control

- a. All residents shall be considerate of other residents and shall limit noise emanating from their Unit. All residents, guests and other invitees are required to minimize the transmission of noise from their Unit.
- b. At a minimum, residents are required to limit noise generated from general household activity, movement, conversations, altercations, children's activity, music, radios, computers, games, televisions, household appliances, and other means of sound transmission, so that it cannot be heard outside of the Unit, so that it is not offensive and does not create a nuisance.

5. Smoking

- a. In accordance with State law, smoking is permitted only inside a Unit, on Unit decks (except Unit 107) and outside the building at least 25 feet from any entrance. Validated complaints of smoke odor emanating from a Unit will be regarded as a nuisance as defined in section 9.7 of the Declaration and this regulation.
- b. The BOD may require documentation from a resident who smokes that all reasonable efforts to prevent the escape of smoke from inside a Unit have been undertaken. Such efforts should at a minimum include sealing gaps around the Unit entry door and using one or more air purifiers.
- c. Residents must inform their guests and other invitees of the No Smoking policy in the Common Elements and in Unit 107.

6. Littering

Littering, including the failure to properly dispose of pet waste, dumping of cigarette butts/ashes, and discarding trash, paper, foods and beverages or other refuse on PTCA property is prohibited.

7. Enforcement

- ❖ Unit owners and residents are encouraged to make good faith efforts to resolve problems between themselves before filing a complaint with the association Manager (see Contacts List) using the procedures in Section 6 Complaint Filing and Enforcement Policy.
- ❖ If the BOD determines that an activity or object is undesirable or disturbs/ interferes with the peace, rest, comfort, use or enjoyment of other residents, that determination shall be conclusive.
- ❖ If City, State or Federal laws are violated, such as illegal drug activity or any other illegal conduct such as the intentional damage, destruction, or theft of property (e.g. vehicles, detached garages) the property owner and/or any resident who witnesses such activity is required to report the violation directly and immediately to the Tacoma Police Department as well as to inform the BOD or the association Manager. Non-Emergency situations should be reported to the Tacoma Police Help Line (253) 798-4721 as well as to the BOD or the association Manager.
- ❖ Any repair or replacement costs that can be traced to the actions of any Unit Owner, Lessee/Special Occupant or their guest(s), will be assessed against the responsible Unit Owner's account. The BOD may assess a fine up to \$100 plus administrative fees.
- ❖ Vandalism or destruction of PTCA property will result in an immediate \$250 fine plus associated repair/replacement costs and administrative fees. If repair/replacement costs exceed \$2000, the fine is \$500.

Section 12

Parking, Garage Storage and Detached Garage Spaces

Parking Regulations

Ref. Declaration Sections 5.d, 6.1b, 6.2a, 9.3d, 9.5, 9.10, 9.12, 18.3 and Amendment 1

The Declaration provides for two types of parking spaces at Pacific Tower Condominium:

- Assigned Parking Spaces (Limited Common Element) are for the exclusive use of the Unit to which the space is assigned by the Declaration and its Amendments. Access to P1 and P2 parking spaces is restricted to Unit owners whose assigned spaces are in P1 and P2. The uncovered assigned spaces 1 – 15, 42, 45 – 57, and 59 – 60, identified by number and the word “Resident” stenciled on the pavement as well as by “Reserved” signs, are for the exclusive use of the Unit to which they are allocated.
- Unassigned Parking Spaces (Common Element; see attached Parking Lot map) numbered 16 – 41, 43, 44, 58 and 61 plus unnumbered Guest and Disabled spaces are for the use of residents and their guests, first come first served, with restrictions as specified in this Section. Unassigned spaces are identified by number and the words, “Resident” or “Guest” stenciled on the pavement. Disabled parking spaces are identified by the standard blue and white symbol commonly used for handicapped parking.

PTCA will retain a Parking Management Company to monitor and enforce PTCA Parking Regulations in the Unassigned, Guest and Disabled spaces from 5 PM – 7 AM as specified in paragraphs 7, 9 and 10 below. The Parking Management Company will monitor the Unassigned spaces for PTCA parking decals and will issue violations and corresponding penalties. The Parking Management Company will monitor the Guest and Disabled spaces and will issue violations and corresponding penalties to ensure that vehicles using the spaces are valid guests of PTCA residents. PTCA reserves the right to tow vehicles in violation and/or fine responsible Unit owners for failure to comply.

The Declaration requires that all parking spaces be used only for “operable passenger motor vehicles” that are in compliance with all legal requirements to be driven on public roads in Washington State. “Passenger motor vehicle” is defined to include mopeds, motorcycles, automobiles, light pick-up trucks, SUV’s and small vans. The Declaration gives PTCA the authority to remove vehicles or other personal property placed or parked in violation of the Parking Regulations from all types of parking spaces at the risk and expense of the property owner. Because of safety concerns, parking spaces, driveways and the P1 and P2 garages are not to be used for recreation or get-togethers.

1. Safety Precautions in PTCA Parking Areas:

- a. The speed limit in outside parking areas and in P1 and P2 garages is 5 - 10 mph.
- b. Pedestrians and pets – use the pedestrian doors only. For your own protection, do not enter or exit P1 or P2 through the vehicle gates.
- c. Stop and press your remote to close the vehicle gates behind you as you drive your vehicle to enter or exit P1 or P2. Watch the gate close. For the safety of everyone, remain alert and ensure that you do not allow a vehicle or pedestrian you do not personally recognize to enter the garage behind you.
- d. Large vehicles such as commercial delivery trucks, service vehicles and moving vans as well as personal trucks and cars used for self-moves or other deliveries must be parked during loading/unloading/servicing in the yellow curb Loading Zone near the P1

East garage gate. Vehicles parked in the loading zone shall not obstruct traffic moving around the building through the parking lot nor obstruct the fire lane.

- e. The P1-East vehicle gate will not be available to residents for normal garage entry or exit (respect the orange traffic cones) when a delivery or other vehicle is parked in the Loading Zone and is being loaded or unloaded. Residents who park on P1 will use the P1 North vehicle gate instead.

2. Parking space occupancy requirements:

One or more operable passenger motor vehicles may be parked within one parking space provided that any and all vehicles fit entirely within the painted lines of the parking space and do not protrude beyond the ends of the painted lines into the Common Element.

3. Storage in P1 and P2 garages:

- a. Bicycles: Storage of bicycles and bicycle racks in assigned parking spaces in P1 and P2 is allowed at the risk of the resident. Storage of bicycles and racks does not require advance BOD approval as long as the following conditions are met. Bicycles and racks may not be secured to any part of the parking structure. Bicycles and racks may be stored ONLY in front of the resident's vehicle between the vehicle and the solid garage wall and must be temporarily removed to accommodate required cleaning, repair or maintenance of Common or Limited Common Elements as directed by the BOD.
- b. Storage: P1 & P2 Garages were designed for vehicle parking, not storage. Thus, storage of personal property in assigned parking spaces is restricted. Owners/residents may request BOD approval to place one or more metal cabinets in their assigned parking place provided all requirements of this section are met. Open shelves of any type are not allowed. All items should be stored in metal cabinets behind closed doors. However, storage requests for items that do not fit inside a metal cabinet but meet all other requirements of this section may be approved at the discretion of the BOD. Storage of personal property is at the risk of the Unit owner/resident. Rodent proof metal cabinet(s) and any other approved items must fit within the width of the assigned space and fit between the concrete wheel stop of the assigned parking space and the solid garage wall. Any vehicle (current or future) parked in the assigned space cannot protrude beyond the painted lines defining the space. For purposes of minimizing rodent and insect access, cabinets or other items must be approved by the BOD according to the following procedures.
 - The Unit owner must submit the completed P1 & P2 Garage Storage Application to the BOD for approval of the desired metal cabinet(s) or other items prior to purchasing or placing in the garage.
 - Simple drawings, photos or pictures showing the parking space and clearly listing the dimensions (height x width x depth in inches) of the cabinet(s) or other item must be included with the Application.
 - All stored items must be constructed in a way that prevents rodents and other animals or insects from gaining entrance or nesting within.

- The bottom of the cabinet(s) or other stored item must allow moisture to drain or evaporate from under the unit without causing a rust stain on the garage floor.
 - The cabinet(s) and any other stored items must fit in the space between the concrete wheel stop and the solid garage wall. If the assigned space has a metal screen wall, all items must fit below the screen.
 - Cabinets and any other stored items must be in good repair, appropriate and in keeping with the general setting.
 - When the BOD is satisfied all conditions are met, the BOD will issue an approval sticker or tag. The sticker or tag must be affixed in a clearly visible position, (top right of the cabinet) facing the driveway for ease in identifying BOD approved cabinets and other items.
 - Stored items may not be secured to any part of the parking structure.
 - **To minimize rodent and insect infestation and ensure safety, storage of the following items is prohibited:**
 - **Storage of bird food, pet food, or other rodent/insect food sources**
 - **Storage of rags, rugs, newsprint, paper and other nesting materials**
 - **Storage of highly flammable liquids/gases, illegal materials, firearms, and explosives**
- c. Temporary Removal: All items stored in P1 and P2 garages (bikes, racks, BOD approved/tagged cabinets and other BOD approved/tagged items) must be temporarily removed by the Unit owner when requested by management or the BOD to accommodate any required cleaning, repair or maintenance of Common or Limited Common Elements. The Unit owner is responsible for securing an acceptable temporary location and for relocating the cabinet(s) or other stored items until notified by management or the BOD that the items may be moved back to P1 or P2.

4. **Parking decals:**

ONLY vehicles used by current residents are eligible for PTCA decals. PTCA reserves the right to require proof of residency at Pacific Tower and proof of vehicle ownership/lease prior to issuing or renewing a decal.

- a. Residents must submit a completed Parking Decal Application (available at www.ptcatacoma.org or from a BOD member) for each vehicle.
- b. The decal must be affixed to the outside surface of the driver's side rear window.
- c. **Limited Number of Decals:** The maximum number of decals issued will be limited to the number of parking spaces assigned to the Unit (as shown in the Declaration and its Amendments) plus one decal, provided the extra decal is needed for an additional vehicle used/owned by the resident. Detached garage spaces are not included in determining the number of decals authorized because the purpose of limiting the number of decals issued is to help resolve the problem of insufficient number of

parking spaces. Including the detached garage spaces would give an unfair advantage to one small group of Unit owners.

- Example #1: A resident drives one vehicle and has one assigned parking space. The resident will receive one decal and may not occupy an Unassigned space.
- Example #2: A resident drives two vehicles and has one assigned parking space. The resident will receive two decals. One vehicle may occupy any Unassigned space.
- Example #3: A resident drives two vehicles and has two assigned parking spaces. The resident will receive two decals and neither vehicle may occupy an Unassigned space.

5. Assigned parking spaces:

- a. Each Unit has at least one assigned parking space for the exclusive use of the residents of that Unit. Residents are expected to park in their assigned space(s) before occupying an unassigned parking space. Display of a valid PTCA decal is required when a vehicle is parked in an assigned space other than a detached garage space.
- b. Residents may park a temporary or loaner vehicle in their assigned space provided that the resident's regular vehicle with the PTCA decal is not simultaneously parked in an Unassigned, Guest or Disabled parking space. Similarly, the resident may grant temporary use of his assigned space to a guest, another owner or a temporary occupant of his Unit as long as the resident's vehicle with a decal is not simultaneously parked in an Unassigned, Guest or Disabled parking space.

6. Unassigned parking spaces:

- a. **Daytime Hours:** 7 AM – 5 PM daily, the unassigned parking spaces numbered 16 – 41, 43, 44, 58 and 61 may be used by either residents or guests on a first come first served basis.
- b. **Evening and nighttime hours:** 5 PM – 7 AM daily, these spaces are for the exclusive use of vehicles displaying a valid PTCA parking decal or a valid Temporary Parking Permit for Unassigned Space (see para 7 below). The Parking Management Company retained by PTCA will issue a violation and corresponding penalty for vehicles without a valid PTCA parking decal or Temporary Parking Permit for Unassigned Space. Violators are required to pay the parking penalty to the Parking Management Company plus any late fees assessed for late payment or nonpayment. PTCA reserves the right to fine responsible Unit owners and/or have the vehicle towed for non-compliance.

7. Temporary Parking Permit for Unassigned Space

A Temporary Parking Permit for Unassigned Space may replace the parking decal on vehicles parked in Unassigned parking under strictly limited circumstances.

Permits are available at www.ptcatacoma.org or from a BOD member.

- a. If a resident who is authorized to park a vehicle in Unassigned parking is temporarily using and parking a different vehicle in Unassigned parking after 5 PM daily, display of a valid Temporary Parking Permit for Unassigned Space is required.
- b. The Permit must be displayed on the dashboard of the vehicle. Permits that are incomplete, illegible, or not easily read through the windshield are invalid. Failure to display a valid Permit may lead to towing and/or fines.
- c. The resident's regular vehicle with the PTCA decal must not be simultaneously parked in an Unassigned, Guest or Disabled parking space.

8. Daytime use of Guest parking spaces:

- a. **Guests** – Parking is available from 7 AM – 5 PM in the seven (7) Guest spaces near the main lobby entrance.
- b. **Residents** - Due to the limited number of Guest parking spaces, residents are strongly urged to refrain from parking in guest spaces between 7 AM – 5 PM.

9. Evening and Nighttime Use of Guest Parking spaces:

- a. **Guests** – From 11 PM – 7 AM any Guest vehicle parked in a Guest space is required to display the PTCA Guest Parking Permit. Guest Parking Permits are available in the entrance lobby. The Parking Management Company will monitor evening and nighttime use of the Guest spaces and will issue violations and corresponding penalties. Use of the Guest spaces is first come first served. **A guest vehicle is limited to a maximum of seven (7) nights of overnight parking in any 30 day period without prior BOD approval.**
 - **Complete the Guest Parking Permit:** The resident is responsible for completing the Permit and ensuring it is properly displayed on the dash of the Guest vehicle. Permits that are incomplete, illegible or not easily read through the vehicle windshield are invalid. Vehicles with an invalid Permit are in violation and will receive a violation from the Parking Management Company requiring payment of the parking penalty. Additional fees will be assessed by the Parking Management Company for late payment or nonpayment of the parking penalty. PTCA reserves the right to fine responsible Unit owners.
 - **No Permit Displayed:** Guest vehicles parked in Guest spaces between 11 PM – 7 AM without a valid Guest Parking Permit displayed on the dashboard will receive a violation and may be towed. Payment of the parking penalty is required. Additional fees will be assessed for late payment/nonpayment. PTCA reserves the right to fine responsible Unit owners.
 - **If no Guest spaces are available 11 PM – 7 AM:** Visitors are required to park off PTCA property.
- b. **Residents** – Residents are not allowed to use the Guest spaces from 5 PM – 7 AM because these are the only spaces available for Guests during these hours. The

Parking Management Company will issue violations and corresponding penalties. Violators are required to pay the Parking Management Company. PTCA reserves the right to fine the responsible Unit owner and/or have the vehicle towed for non-compliance.

10. Disabled parking spaces are unassigned parking spaces with additional restrictions:

- a. Inside P1 and P2 garages: restricted to vehicles displaying both a PTCA decal for P1 or P2 **and** a state-issued disabled parking placard or license plates. Residents who have an assigned parking space on P1 or P2 are authorized use of only one disabled space and only for the parking floor on which they have the assigned space. Use of the disabled spaces located outside is prohibited. See (c) below for residents with 2 assigned spaces. Exceptions may be authorized by the BOD provided all requirements listed below in paragraph 13. Parking Space Lease Application are met and approved.
- b. Outside P1 and P2 garages: restricted to vehicles displaying both a PTCA decal for an outside space **and** a state-issued disabled parking placard or license plates. Residents who have an assigned parking space outside are authorized use of only one disabled space outside; use of the disabled spaces inside P1 and P2 is prohibited. Exceptions may be authorized by the BOD provided all requirements listed below in paragraph 13, Parking Space Lease Application, are met and approved. Disabled spaces located outside P1 and P2 garages that are occupied from 11 PM – 7 AM require either a PTCA decal for an outside space or a valid Guest Parking Permit in addition to the state-issued placard or plates.
- c. Residents who have two assigned parking spaces, one space inside P1 or P2 plus one space outside, may use only one disabled space at a time. The vehicles must display the appropriate multi-space parking decal in addition to the state issued disabled parking placard or license plates.
- d. Even though a resident(s) may own more than one vehicle with the state-issued placard or license plates, only one vehicle per Unit may be parked in a Disabled space.
- e. Unit owners/residents are reminded that Disabled parking spaces are unassigned and use of these spaces by qualified vehicles is always on a first come, first served basis. Personal articles or equipment are not allowed to be left in a vacant Disabled space. Such use effectively discourages or prevents other qualified users from parking in the space and is a violation.
- f. If you have one assigned parking space and one qualified vehicle, your assigned parking space must remain vacant when your qualified vehicle is parked in a Disabled space.
- g. If you have one assigned parking space and two qualified vehicles, you may park one vehicle in your assigned space and one vehicle in a Disabled space in your assigned location when space is available. If a Disabled space in your assigned location is not available, your second qualified vehicle must be parked in other unassigned (not Disabled) parking.

- h. Owners may not execute a Parking Space Lease Application for another owner to park in your assigned space while your qualified vehicle is parked in a Disabled space. Residents whose usual vehicle is qualified to use a Disabled space may use a Temporary Parking Permit for Unassigned Space to park a loaner or other temporary vehicle in a Disabled Space as long as the requirements in the preceding paragraph 5 are met.

11. Service/Emergency Vehicle Parking Space:

The Service/Emergency vehicle parking space (located at the main lobby entrance) is restricted at all times for the use of emergency, delivery, taxi, repair and service vehicles providing these services. Residents checking mail may park in this space for up to 5 minutes when no other nearby unassigned space is available.

12. Vehicle Storage and “Chain Parking” prohibited:

Vehicle Storage is defined as “parking a vehicle in an unassigned parking space without leaving that space for a period of 10 days or more”. Chain parking is defined as “moving a vehicle from one unassigned parking space to another repeatedly without leaving the property for a period of 10 days or more”. Chain parking will be regarded as a form of vehicle storage and both are prohibited. Residents who anticipate leaving a vehicle in an unassigned space for 10 days or more due to a special situation may apply to the Board for an exception to the storage policy by requesting a Temporary Vehicle Storage Permit available at www.ptcatacoma.org or from a BOD member.

13. Parking Space Lease Application:

The application is available at www.ptcatacoma.org or from a BOD member. Parking space lease applications must be approved in advance by the Board of Directors. Occupancy of the space by a lessee is not permitted until written approval of the BOD is obtained. A Unit owner may lease his assigned parking space(s) including the Detached Garage spaces only to another Unit owner regardless of whether or not rent is charged. However, a unit owner cannot execute a lease of his assigned space while a vehicle belonging to that owner is occupying an Unassigned, Guest or Disabled space. For example, snowbirds who spend more than 30 days out of state while leaving their assigned space(s) vacant may execute a lease assigning their vacant parking space(s) to another Unit owner after approval of the Lease application by the Board of Directors. Leases of assigned spaces including Detached Garage spaces may be terminated by a fifteen (15) day notice and will be automatically terminated upon lease or sale of the unit.

14. Detached Garage spaces:

The detached garage spaces are Limited Common Elements of the Unit to which they are assigned. The Detached Garage Facility and related improvements such as the driveway, lighting and landscaping are Common Elements.

- a. **Ordinary Use** - A detached garage space owner may store items such as household furnishings or hobbyist equipment and supplies provided those items do not present a safety/fire hazard or public health nuisance. Materials, supplies and equipment for approved Minor Unit Alterations may be stored and work on those materials may be carried out inside the garage spaces.

- b. **Leases and Sales** – Detached garage spaces may only be sold or leased (regardless of whether rent is charged or not) to another Unit owner. The sale of a Detached Garage requires written approval of the Board and a simultaneous Declaration Change to be executed, filed and paid for by the seller and/or buyer.
- c. **Commercial Use** - No trade, craft, business or commercial activity is permitted except in accordance with the Declaration 9.10.
- d. **Other** - Unattended vehicles are prohibited from parking in front of the garages. Garage doors will be kept closed unless the owner is present.

Enforcement:

- ❖ Failure to comply with or violation of the provisions of this section may result in a fine up to \$250 assessed to the Unit owner's account plus administrative charges and damages/costs incurred by such violations. The minimum fine is \$100.

Assigned parking spaces:

- ❖ The resident has the authority and responsibility to enforce the parking regulations including towing in case of violation pertaining to his assigned parking space(s).
- ❖ PTCA has the authority to enforce parking regulations in assigned spaces when the resident is in violation. Enforcement may include warnings, fines, and/or towing at the risk and expense of the owner.

Storage:

- ❖ Bicycles and racks stored in P1 or P2 must be in compliance with the conditions of paragraph 3.a. Violators may be fined.
- ❖ Storage cabinets and any other items stored in assigned parking spaces on P1 or P2 must have a BOD approval sticker or tag and must be in compliance with the conditions of paragraph 3.b. Violators may be fined and are required to remove prohibited items. Failure to remove prohibited or unapproved items may result in removal of the items at the property owner's expense and the Unit owner may be fined.
- ❖ Inspection for hazardous or prohibited items may be required by the BOD.
- ❖ The BOD may require the removal of any item, approved or not, if it reasonably determines to be obtrusive, out of character with the general setting and scheme of the condominium, inappropriate, or offensive to other Unit owners.
- ❖ Failure to comply with a temporary removal notice (bicycle, rack, approved cabinet or any other item) to accommodate required cleaning, repair or maintenance of Common or Limited Common Elements may result in removal of the items at the property owner's expense and the Unit owner may be fined.

Unassigned parking spaces:

- ❖ PTCA has the authority to enforce the parking regulations in all types of unassigned parking spaces. Vehicles in violation may be towed at the risk and expense of the vehicle owner and responsible Unit owners may be fined.
- ❖ Vehicles without a valid PTCA parking decal or a valid Temporary Parking Permit for Unassigned Space parked in unassigned spaces between the hours of 5 PM – 7 AM will receive a violation and corresponding penalty from the Parking Management Company. PTCA reserves the right to fine the responsible Unit owner and/or have the vehicle towed.
- ❖ Because many residents own more vehicles than assigned parking spaces, use of the unassigned spaces is at premium and must be shared among all residents. Residents are expected to show consideration by parking in their assigned space before occupying an unassigned space. Repeated disregard of the principle of “fair use” of the unassigned spaces may result in fines or other measures deemed appropriate by the BOD.

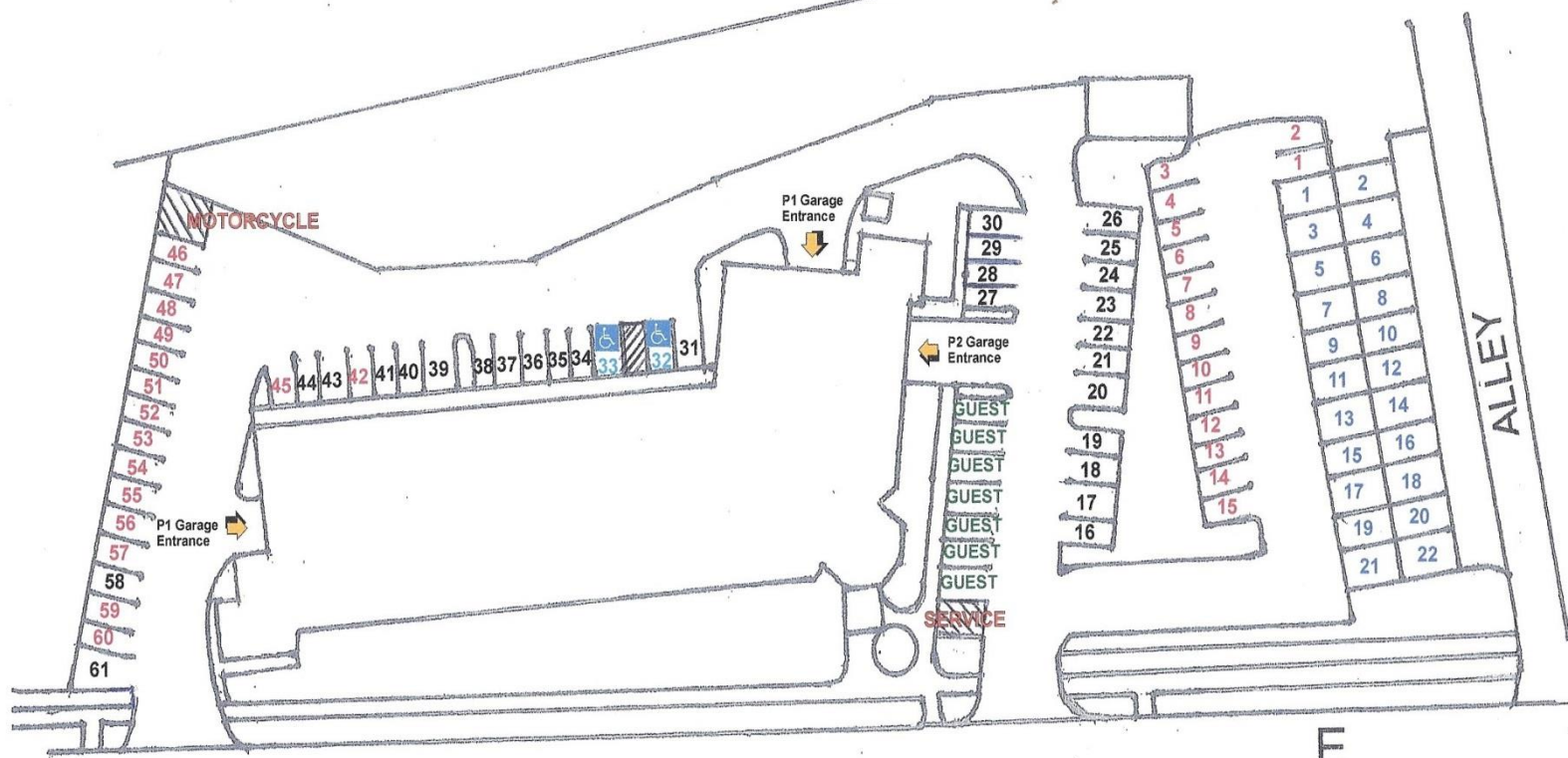
Guest parking spaces:

- ❖ Guest vehicles parked in Guest spaces between the hours of 11 PM – 7 AM are required to display a valid Guest Parking Permit. Vehicles without a valid Permit will receive a violation and corresponding penalty from the Parking Management Company. PTCA reserves the right to fine the responsible Unit owner.
- ❖ Guest vehicles with unpaid parking penalties/fees parked in PTCA Guest spaces (with or without a valid Guest Parking Permit displayed) are subject to tow at the risk and expense of the vehicle owner. PTCA reserves the right to fine the responsible Unit owner.
- ❖ Guest vehicles parked in Guest spaces during nighttime hours (11PM -7 AM) for more than seven (7) nights in any 30-day period will receive a violation and corresponding penalties. PTCA reserves the right to fine the responsible Unit owner and/or tow the vehicle at the risk and expense of the vehicle owner.
- ❖ Residents are not allowed to park in Guest spaces between the hours of 5 PM – 7 AM. Violators will receive a violation and corresponding penalty from the Parking Management Company. PTCA reserves the right to fine the responsible Unit owner and/or have the vehicle towed.

Disabled Parking:

- ❖ Display of a state-issued disabled parking placard or license plates is required. Enforcement may include warnings, fines, Tacoma Police Parking Citations and/or tow at the risk and expense of the vehicle owner.
- ❖ Inside disabled spaces require a PTCA decal for an inside space on the same floor as the disabled space in addition to the state-issued placard or plates. Violators are subject to fines without notice.
- ❖ Outside disabled spaces that are occupied from 11 PM – 7 AM require a PTCA decal for an outside space or a valid Guest Parking Permit in addition to the state-issued placard or plates. Violators will receive a violation and corresponding penalty from the Parking Management Company.

PACIFIC TOWER CONDOMINIUM PARKING



UNASSIGNED

16 - 31,
34 - 41, 43,
44, 58 & 61

ASSIGNED

1 - 15,
42 & 45,
46 - 57,
59 - 60

GUEST

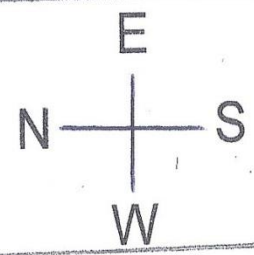
HANDICAP

32 & 33



GARAGES

1 - 22



Section 13

Pets

PET REGULATIONS

Ref: Declaration 9.9

1. For the purpose of this provision, "household pets" will be limited to domesticated dogs, cats and birds. Pets that are NOT permitted: All species of rodents (including but not limited to mice, rats, gerbils, hamsters, guinea pigs); all reptiles, amphibians and invertebrates (including but not limited to snakes, lizards, frogs, toads, spiders, scorpions and insects); and exotic pets. No animals, livestock, or poultry of any kind other than PTCA registered household pets shall be kept, bred or maintained on any part of the property.
2. Each pet must be registered separately on a PTCA Pet Registration Form available from the association Manager. The non-refundable pet registration fee is \$100 for each cat or dog payable to PTCA. Birds are exempt from the fee.
3. No more than two (2) total household pets are permitted in a unit at any time. The limit applies to registered resident pets **plus** visiting pets (see # 16 below).
4. The combined weight of the pet(s) at adulthood may not exceed forty (40) pounds.
5. Unit owners and lessees/special occupants requesting to register a pet(s) must complete all requirements listed on the Pet Registration form prior to moving the pet(s) into the Unit. Per instructions from the association Manager, dog owners are required to obtain a Weight Certification Letter from the BOD approved veterinarian prior to moving the dog(s) into the Unit.
6. If a Unit is occupied by a lessee/special occupant who owns a pet(s), the Unit owner as well as the pet owner must sign the Pet Registration form.
7. The Unit owner is responsible for compliance with City of Tacoma licensing and vaccination requirements for any pets housed/kept in his Unit, in accord with Tacoma Municipal Code Title 17, Animal Control.
8. Pets must not be kept, bred or maintained for any commercial use or purpose.
9. Household pets must be controlled in such a way as to minimize excessive noise.
10. When outside the unit, household pets must be kept under control of the owner. Pets must be leashed and controlled at all times. In accord with Tacoma Municipal Code Title 17, Animal Control, pet owners are obligated to take all necessary steps to ensure their pets are not permitted to display aggressive, menacing behavior or to otherwise threaten the safety of humans or domestic animals on public or PTCA property.
11. Use the elevators instead of stairwells to take your pet outside.
12. Do not allow your dog to relieve itself anywhere inside the building in the Common Elements, inside P1 or P2 garage or within 25 feet of any entrance.
13. The green refuse bins in the Refuse Rooms on residential floors 1-12 are not to be used for disposal of pet waste of any kind because the confined space creates unacceptable odor and can be a health hazard. In addition, punctured or poorly secured bags of pet waste contaminate the entire bin. Remember that the majority of residents are not pet owners. Be a responsible pet owner and dispose of pet waste properly.

How to dispose of Pet Waste:

- **Dog waste:** must be bagged in plastic, securely tied and disposed in the In-Ground Pet Waste Can located outdoors to the right of the paved area as you approach the detached garages. Disposal of dog waste in the green bins on the residential floors is prohibited.
 - **Cat Waste:** If you scoop cat waste from your cat's box, **NEVER** flush the scooped clumps down the toilet. "Used" kitty litter continues to absorb water and can eventually clog your toilet and the Common Element sewer pipes. Scooped cat waste must be bagged in plastic, tied securely and disposed in the labeled Animal Waste cans on P1 and P2 located in the stairwell vestibules. When you put a fresh supply of kitty litter in your cat's box, the large amount of used kitty litter is too bulky to fit in the small Animal Waste cans on P1 and P2. Thus, the large amount of used kitty litter must be double bagged, tied securely and disposed in the green bins on P1 or P2 only. Disposal of cat waste of any kind in the green bins on the residential floors is prohibited.
 - **Bird droppings:** must be double bagged in plastic, securely tied and disposed in the green bins on P1 and P2 only. Disposal in the green bins on the residential floors is prohibited.
14. Any animal waste occurring in PTCA Common or Limited Common Elements must be cleaned and disinfected immediately. If pet waste is not immediately cleaned and disinfected the responsible Unit owner will be billed for professional cleaning if necessary in addition to an immediate (no warning) fine for each incident. Pet owners are reminded to pay close attention to pets while in the Common Elements. Failure of the owner to notice the pet depositing waste in the Common Areas is not a mitigating factor in assessing the fine. Pet owners are responsible for taking all necessary measures to ensure their pets do not deposit waste in Common Elements.
15. **Visiting Pets:** All occupants, visitors and guests of Pacific Tower are required to follow all PTCA pet restrictions. Residents who allow a non-resident (visiting) pet onto PTCA property (daytime or overnight) are required to ensure all PTCA pet regulations are followed including the definition of household pets, total number of pets in the unit (maximum of 2) and combined weight restrictions in addition to the noise and nuisance and all other PTCA regulations. If the visiting pet will remain on PTCA property for more than 30 days (consecutive or not) in any calendar year, the visiting pet must be registered with PTCA and payment of the non-refundable pet fee of \$100 per cat or dog is required.

Enforcement:

- ❖ Pets are not authorized to reside in the Unit until the Pet Registration form is submitted and the owners are notified that registration is complete (by email or phone) from the association Manager. Incomplete or unsigned forms will not be accepted. Unit owners are responsible for any fines or fees resulting from pet rule violations by their lessee/special occupant and their visitors or guests.
- ❖ If a pet owner fails to promptly clean-up pet waste in the Common or Limited Common Elements, the unit owner will be billed for professional cleaning in addition to an immediate fine (no warning) of up to \$300 for each incident.
- ❖ Improper or unsanitary disposal of pet waste may result in an immediate fine (no warning) of \$100 plus costs for cleaning and disinfecting the affected area.
- ❖ Animals whose owners repeatedly fail to follow all PTCA pet restrictions will be considered a nuisance and may be removed from the property by the Board of Directors at the owner's risk and expense if not voluntarily removed within 24 hours after written notice from the BOD.

Section 14

Notices, Signs, Temporary Realtor and Permanent Lockboxes

BOD Approved: April 24, 2023

Notices, Signs, Temporary Realtor and Permanent Lockboxes

Ref. Declaration Section 9.10 and 9.4

1. Official PTCA Bulletin Board:

The official PTCA bulletin board is in Room 107 on the right-hand wall and is reserved for BOD and other official PTCA notices. No personal notices are allowed. Additional official PTCA notices are posted on the wall-mounted holders by the mailboxes and in the elevators.

2. Resident Bulletin Boards:

There are 2 bulletin boards for residents to post notices.

- One is in the north hallway of the main entrance lobby opposite the mailboxes and is restricted to personal use by residents. In accord with PTCA Rules Section 16, Unit owners doing remodeling are required to post the Construction Noise Notice Fillable on this resident bulletin board in the main lobby to notify other residents of potential construction noise. A Contact List for BOD members and Management is posted on this bulletin board. Other examples of appropriate notices include Lost and Found, or items for sale only to other residents such as detached garages.
- The second resident bulletin board, located to your immediate left as you enter Room 107, is for posting personal or commercial notices.

With prior approval by the BOD, solicitation for donations to IRS 503c charitable organizations is allowed on either resident bulletin board. Notices posted on these bulletin boards must be dated and may not exceed 5 by 8 inches in size. Items without a posting date or left on the bulletin board beyond 14 days will be removed.

3. Area reserved for real estate advertisements:

The short railing east of the P2 entrance/exit ramp may be used by real estate agents and unit owners for the purpose of posting "Unit for Sale" signs and flyers. This type of sign may not be posted in any other location including Unit windows. Such signs must be enclosed in standard plastic holders customarily used for this purpose by real estate agents. One posting is allowed per Unit. The BOD reserves the right to remove incorrectly displayed signs or signs detracting from the appearance of the area.

4. Building and Unit access when showing a Unit for sale or rent: The Unit owner is solely responsible for maintaining building security and for keeping the Unit secure while arranging to show the Unit to potential buyers/renters.

- **Building Access:** For security reasons, realtor lockboxes are prohibited in any exterior location on PTCA property. It is the responsibility of the Unit owner and the

Listing Agent to make appropriate arrangements to provide entry into the building for potential buyers/renters and MLS agents without compromising building security. Unit owners who list their Unit for sale/rent may contact a BOD member for information on appropriate use of the callbox outside the entrance lobby to grant access to potential buyers/renters and MLS agents.

- **Realtor lockboxes:** A single realtor lockbox may be securely fastened to the entry door handle of the Unit for sale/rent. Realtor lockboxes must display a laminated business card with a name and phone number identifying the lockbox owner. Only a single key/code for the entry door of the Unit for sale/rent may be placed inside the realtor lockbox. For building security, access cards, fobs and refuse room keys may not be placed inside realtor lockboxes. Realtor lockboxes are prohibited in any other interior location. Realtor lockboxes must be removed immediately following sale closing or lease signing. The BOD reserves the right to remove realtor lockboxes at the risk and expense of the lockbox owner.

Permanent Key boxes: Secure attachment of a realtor lockbox to the Unit door handle is not possible for some Units due to the type of door handle in use. As an alternative to a temporary realtor lockbox or for owners desiring a long-term key box, Unit owners may securely install one (1) permanent key box attached to the wall next to the Unit door frame. Only a single key/code for the entry door of the Unit may be placed inside the key box. For building security, access cards, fobs and refuse room keys may not be placed inside key boxes.

5. All other Common and Limited Common Element locations:

- Only official PTCA notices may be posted in all other Common and Limited Common Elements.
- Only official PTCA notices can be delivered at Unit Doorways.

Enforcement:

- The BOD reserves the right to remove improperly displayed signs or signs detracting from the appearance of the area.
- Violators may be subject to PTCA fines.
- Misuse of the access control system, whether deliberate or inadvertent, or failure to promptly report lost or stolen devices may result in deactivation, fines or other costs resulting from such misuse or failure to report.
- Compromise of building security at any time will result in an immediate (no warning) fine of \$200.

Section 15

Storage

Storage Regulations

Ref. Declaration - Section 6.3

NOTE: Rules governing storage in assigned parking spaces in P1 and P2 garages are specified in Section 12 paragraphs 2 and 3, pages 49-50.

Residential floors 2 – 12 each have one Refuse/Storage room. Each unit is assigned a designated space in a Refuse/Storage room for exclusive use of the unit occupant for storage of personal property. Refuse/Storage rooms are Limited Common Elements and are also the designated Refuse rooms for the assigned units. Storage of hazardous materials as well as any remodeling/upgrading materials, equipment, or supplies are specifically prohibited. Refuse/Storage rooms cannot be used as a staging area or preparation area for unit remodeling or hobbyist work. Units assigned to a specific Refuse/Storage room share a common high security key.

Storage Dimensions:

- Each unit is assigned either a storage cage or storage floor space as taped. All items should fit within the cage or the floor space as marked.
- Maximum allowed height of stored items cannot exceed 80 inches.
- Prior Board of Directors (BOD) approval is required to store items outside of cages or the taped area.

Custom Storage Cages:

- Custom made storage cages are allowed inside storage rooms as follows:
 - Cages must fit within the marked floor space.
 - Cages must not exceed 32" width x 48" length x 80" height to fit through the door.
 - The cage design must be approved in writing by the BOD prior to installation.

Identification Requirements:

- All storage cages and items stored outside of locked cages must clearly display the unit number of the user.
- If ownership of stored items is not clearly labeled, a notice will be posted on the door of the storage room requesting immediate identification of the items in question. If identification has not been provided 7 days after posting of notice, a letter will be sent to the last known address of the owner/renter of each unit sharing the storage area. If identification has not been provided 15 days after the postmark date of the letter the BOD may declare the unidentified stored items "abandoned". Once the stored items are declared abandoned, the BOD may remove them. PTCA is not liable for claims for losses of abandoned items.

Safety Requirements:

- Storage of highly flammable liquids/gases, illegal materials, firearms and explosives is not allowed. The BOD reserves the right to determine if stored property is deemed “hazardous”.
- Property deemed “hazardous” must be removed immediately. If the owner of the property cannot be located or refuses to remove the hazardous material the BOD will remove the hazardous property at the owner’s risk/expense. PTCA is not liable for claims for losses of hazardous items.
- Stored personal property must not block access to trash or recycle bins.
- Stored property deemed by the BOD to be blocking access to trash or recycle bins must be repositioned immediately. If the owner cannot be located or refuses to comply, the BOD may reposition the property at the property owner’s risk.
- Stored property placed outside of storage cages must not pose a risk of injury, damage to property or interfere with the sprinkler system. All stored items must be at least 18 inches away from any sprinkler head.
- Stored property outside of cages deemed by the BOD to pose a risk of injury or to interfere with the sprinkler system must be repositioned/re-secured immediately upon notice. If the owner cannot be located or refuses to comply, the BOD may reposition or re-secure the property at the owner’s risk.

Enforcement:

- ❖ The BOD will inspect all Limited Common Element rooms at least every six (6) months checking for abandoned or improperly stored items. The BOD may dispose of abandoned items or reposition/re-secure improperly stored items.
- ❖ The BOD reserves the right to fine the owner of the property in question for refusing to comply with any of the above requirements. City, State, or Federal fines may be incurred in addition to PTCA fines for violation of Safety Requirements stated above.

Section 16

Use of Property and Unit Owner Responsibilities

Effective Date: 10/01/2023

Use of Property and Unit Owner Responsibilities

Ref: Declaration Sections 4.6, 8.14(d), 9.1, 9.3(d), 9.10, 9.12, 9.13, 11.1(d), 13.5, 14.2, 18.1, and 18.4

Introduction

This Section covers the following owner rights, responsibilities, and restrictions:

- Prohibited uses of property
- Décor
- Windows and sliding glass doors
- Unit decks
- Requirements for approval of Unit modification (remodeling) and hard surface flooring installation
- Unit owner responsibilities for Unit modification (remodeling) and hard surface flooring installation
- Unit owner responsibilities for scheduling delivery/removal of large items such as TVs, mattresses, furniture, appliances, remodeling material, and contractor/self-help work
- Unit owner insurance, maintenance, and repair responsibilities
- Furnishings and equipment in Common Elements
- Enforcement

Please note that Unit owner rights, responsibilities and restrictions governing Unit leasing, parking, pets, noise, maintaining building security and other topics are addressed in separate Sections.

1. Prohibited Uses of property

- a. Commercial or business use
- b. Timeshares
- c. Home-based businesses whose clients, customers, suppliers, or other business invitees require regular admittance to the owner's unit.
- d. Regular delivery of packages connected with a home-based business and door to door solicitation of unit owners is also prohibited.

2. Décor

An owner may not change the exterior appearance of a Unit (doors, windows, walls, decks) without the prior approval of the BOD except for decorating their unit foyer as specified below.

- a. Residents may tastefully decorate their unit foyer (Limited Common Element) with items such as pictures, rugs, pots, sculptures, and planters. Such décor may not extend into the Common hallway. Shoes or other items that are not décor may not be left in Unit foyers.
- b. Holiday, seasonal or other decoration of Common Elements may be carried out only at such time and in such locations as approved in writing by the Board of Directors.

3. Windows and Sliding Glass Doors

- a. Residents may tastefully display décor in Unit windows facing the Common Element hallway. If room darkening is desired, only commercial materials and window treatments designed for that

purpose are permitted. Use of cardboard, black paper, aluminum foil and other such general use materials are prohibited window coverings.

b. To preserve a uniform exterior appearance of the building, all portions of curtains, blinds, draperies, and other window/sliding glass door treatments visible from outside of the Unit shall be solid color white, off-white, or beige in color.

4. Unit Decks

a. Restrictions on Barbeque Grills and other smoke/heat generating devices

- Wood and charcoal burning devices are prohibited on **ALL** decks.
- All types of BBQ grills and other heat/smoke generating devices are prohibited on Unit 107 and 207 decks because building air intake vents are located on those two decks. Smoke entering the intake vents has triggered the Building Fire Alarm system on more than one occasion.
- Electric and propane BBQ grills are also prohibited on all decks except for the following: 101, 102, 103, 104, 105, 106, 108, 201, 202, 203, 204, 205, 206, 208, and 1201.
 - Be considerate of your neighbors and minimize or prevent smoke and odors from rendering their decks unusable.
 - BBQ grills in use must be continuously attended by a responsible person over the age of 18.

b. Residents may tastefully decorate their deck with planters, furniture and holiday decorations. Storage, items of equipment and hot tubs are prohibited.

c. Residents are prohibited from painting or resurfacing deck walls, rails or floors.

d. Intentional acts such as dumping, tossing, dropping or discharging anything (water, cigarette butts, plant debris, etc.) over the deck rail or through the deck drain are prohibited.

e. Fouling the windows of units below or fouling the red roofs below by any type of trash, spill or discharge is prohibited.

f. Damage or injury caused by personal items which are accidentally blown off the deck by wind or are accidentally dropped/discharged is the responsibility of the Unit owner.

g. For safety and liability reasons, no items are allowed on the ledge outside the deck railings. All personal items placed on decks must be **INSIDE** the deck railings and may not protrude beyond the plane of the deck railings/perimeter walls, except the US flag as specified below.

h. **Proper mounting and display of the US flag:**

- Maximum pole size is 6 feet; maximum flag size is 36 inches X 60 inches
- *Display in accordance with U.S. Flag Code Rules and Regulations
- Must be secured to the deck railing using a commercial flag mount

- The Unit Owner is responsible for any damage or injury resulting from display of the US flag.

** The laws relating to the flag of the United States of America are found in detail in the United States Code. Title 4, Chapter 1 pertains to the flag; Title 18, Chapter 33, Section 700 regards criminal penalties for flag desecration; Title 36, Chapter 3 pertains to patriotic customs and observances. These laws were supplemented by Executive Orders and Presidential Proclamations.*

5. Requirements for approval of modification/remodeling of Units and hard surface flooring installation. All required forms are posted on www.ptcatacoma.org and the Management portal.

a. Minor Alteration: Units may be altered only in accordance with Declaration Section 4.6(c). Prior to beginning work, the Unit Owner must complete and submit the form titled **Section 16 Application for Unit Modification** to the BOD. After BOD approval of the Application, Unit owners must submit the form titled **Section 16 Delivery-Removal Request**. No alteration work may begin until written approval of both forms is received from the BOD.

b. Hard Surface Flooring: The Declaration states in paragraph 4.6 (c) owners may not change the flooring in any portion of the Unit that is directly above another Unit from carpeting to hard surface flooring without prior written approval of the Board. The type of carpet and carpet underlayment originally installed in the Units by the Declarant laid over 6-inch concrete slab flooring provides a total sound reduction rating of approximately 70 IIC (Impact Insulation Class). The Board has accordingly set the minimum acceptable sound reduction rating for replacement of carpeting by hard surface flooring in a Unit directly above another Unit at 70 IIC. This standard is arrived at by adding three numbers together. Those three numbers are: the IIC rating of our 6" concrete slab (27 IIC) plus the IIC ratings of the proposed underlayment plus the IIC rating of the proposed hard surface flooring.

Example: 27 IIC + ____ IIC (underlayment) + ____ IIC (flooring) = 70 IIC or higher

If the sum is 70 IIC or higher, the materials meet the standard. If the sum is below 70 IIC, the materials cannot be approved.

c. To request BOD approval for installation of hard surface flooring, complete and submit the following forms:

- [Section 16 Unit Modification Application Fillable](#)
- [Section 16 Supplement Hard Surface Flooring Application Fillable](#)
- [Section 16 Delivery-Removal Request Fillable](#)

No work may begin until written approval of both Applications and the Delivery-Removal Request are received from the BOD.

6. Unit owner responsibilities for Unit modification/remodeling and hard surface flooring installation:

- Contact a BOD member at least 5 days in advance of the scheduled start date to allow for scheduling the use of the freight elevator, installation of protective padding in the freight elevator and education on the use of the freight elevator.

- Deliveries/Removals of large, heavy items and all remodeling materials/contractor or self-help equipment and all remodeling work is restricted to the hours of 8 am - 6 pm, Monday – Saturday.
- At least 48 hours before commencing remodeling or other noise-generating work, post the form titled [Section 16 Construction Noise Notice](#) on the resident bulletin board near the north hallway mailboxes in the main lobby. Our residents who work night shifts, who may be recovering from illness, and those with noise-sensitive pets will appreciate the advance notice.
- Unit owners must ensure their contractors are informed of and comply with all PTCA requirements. Unit owners are financially responsible for damages to common areas caused by their contractors and any other paid or unpaid personnel, guest, tenant, or relative working for the Unit owner.
- Fines for any contractor non-compliance, and any applicable damages will be assessed to the responsible Unit owner's account. In severe incidences fines may be imposed without a warning letter.
- Vendors and contractors are not allowed to park in front of the building in the yellow-striped area or in the adjacent Guest Parking.
- Park the contractor's vehicle in the yellow loading zone (P1-East) at the back of the building. If more than one contractor is on site, ask any BOD member about alternate parking area.
- All large, heavy items and contractor/self-help remodeling materials must enter or leave the building ONLY through the P1-East garage door. For safety reasons, and to avoid damage to the vehicle and the building, never drive a vehicle into the P1 or P2 parking garage to load or unload equipment, building materials or debris.
- For Safety Reasons, do not use any pedestrian doors when moving equipment or materials.
- Do not leave the P1-E garage door in the open position unless it is attended by a member of your group. Someone must be present at all times when the door is open to preclude entry of non-resident vehicles or persons. Do not confront violators if you do not feel safe doing so. Notify a BOD member or call 911 immediately to report a trespasser.
- Use contractors or rented dollies/carts to transport tools, equipment, supplies and debris. Use of the PTCA red grocery carts to transport any type of vendor equipment or contractor materials doing remodeling work is prohibited.
- Use ONLY the padded freight elevator.
- If another Unit is also using the freight elevator for their scheduled construction or moving work, the owners must coordinate the shared use. Use of other elevators is prohibited.
- Ask a BOD member how to maintain security of the P1 elevator lobby door.
- Equipment and materials must be kept within the Unit or private garage space (G1 – G22). No storage or prepositioning of equipment or materials is allowed in any common area.
- Do not drag boxes or equipment on the carpets.

- Care must be taken to ensure no damage is done to common area walls, flooring, or elevator. Unit owner will be held financially responsible for any damage.
- Keep a BOD member informed and release the freight elevator when not needed.
- All remodeling work must be performed inside the Unit or inside a detached garage space, G1 to G22. Work in any common area including P1, P2, stairwells, refuse rooms and the parking lot is prohibited.
- At the end of each workday, you or your contractor or delivery/removal vendor must clean up and remove any packing material or construction debris from any common area including hallway carpet, freight elevator, lobby rugs and P1 parking garage area and loading zone. NO Exceptions.
- Remove the Noise Notice from the lobby bulletin board when project is completed.

7. Unit owner (new owners and established residents) responsibilities for scheduling delivery/removal of furniture, appliances, remodeling material, and contractor/self-help work.

- After closing on a Unit or when downsizing, preparing to sell a Unit, or simply replacing furniture or appliances, repainting, carpet cleaning, or performing upgrades, Unit owners, their tenants or Special Occupants frequently require vendor services or perform self-help work that is not on the same days as the scheduled, Section 10, New Resident Move In/Resident Move Out. Tenants and Special Occupants who request to schedule deliveries/removals must inform the Unit owner.
- Separate from the scheduled Moving Day, deliveries/removal of large, heavy items such as furniture, appliances, TVs, mattresses, sofas, refrigerators, and various contractor/self-help supplies for remodeling, painting, carpet cleaning, etc. must be scheduled in advance for use of the yellow curb Loading Zone and the padded freight elevator.
- New Unit owners and established residents must request advance approval from the BOD for these deliveries, removals, remodeling and other contractor or self-help work by submitting to the BOD the form titled [Section 16 Delivery-Removal Request Fillable](#).
- Vendors and contractors are not allowed to park in front of the building in the yellow-stripped area or the adjacent Guest parking.
- Vendors and contractors must park at the yellow curb Loading Zone at the back of the building and use the P1-East garage entrance and padded freight elevator ONLY. Additional requirements are listed on the form.
- The designated BOD member will determine if the requested dates can be accommodated and will confirm the dates with the requestor.
- Unit owners must ensure their vendors and contractors are informed of and comply with all PTCA requirements. Unit owners are financially responsible for damages to common areas caused by their vendors or contractors and any other paid or unpaid personnel, guest, tenant, or relative working for the Unit owner.
- Fines for any contractor non-compliance, and any applicable damages will be assessed to the responsible Unit owner's account. In severe incidences fines may be imposed without a warning letter.

8. Unit Owner Insurance, Maintenance, and Repair Responsibilities:

The Declaration (13.5) requires Unit owners to carry additional insurance for their personal property. Unit owners must submit proof of homeowner insurance annually to the Management company on the policy anniversary date ensuring, at a minimum, coverage of the deductible required by the PTCA Master Policy. The Declaration (18.1) requires Unit owners to promptly perform, at their own expense, all cleaning, maintenance, repair, and replacement work inside the Unit which, if omitted, could adversely affect the Common Elements or surrounding Units.

- a. Unit owners are responsible for keeping their Unit deck free of leaves, plant clippings and other debris that may trap rainwater or block the deck drainage system.
- b. Unit owners are responsible for regular maintenance of their Unit's heating/cooling equipment, ensuring the drain line is cleared to prevent moisture, rust, drainage, or discharge from dripping onto Unit balconies or outside walls below or adjacent to the Unit, marring the appearance or the integrity of the outside of the building.
- c. Unit owners are responsible for the actions of contractors or others (paid or unpaid) who are allowed access to PTCA property by the Unit owner or by the owner's lessee/special occupant for the purpose of providing any type of assistance or for performing work required by the owner or lessee/special occupant.

9. Furnishings and Equipment in Common Elements

Items provided by PTCA such as the hallway HVAC units, exercise equipment and other furnishings in Unit 107, grocery carts, lobby furniture and décor, etc. are intended for equal use by all residents. Misuse of such items, appropriating such items for personal use, or action that prevents or limits equal use by all residents is a violation. Heating, cooling, and lighting costs of the Common Elements are shared equally by all residents.

a. To control energy costs and prolong the life of the HVAC units:

- HVAC unit temperature controls are reset seasonally by authorized personnel to serve the Common Element hallway, not as supplemental heating/cooling for individual Units.
- Fire doors are to remain open. Fire doors close automatically when activated by the fire protection system.
- The Common Hallway windows are permanently closed with a window stop. Tampering with or defeating the window stop is prohibited.

b. **Grocery Carts:** PTCA grocery carts are provided on P1 and P2 for use by residents to transport their groceries and other small, lightweight household items from the garage levels to their Unit. Grocery carts must be returned to the storage location immediately after transporting items.

c. **Exercise Equipment in Unit 107:** Guests of residents and residents under age 18 are not authorized to use exercise and weight training equipment in Unit 107. See Section 5 Use of Community Facilities for complete details.

Enforcement:

- ❖ Upon documentation of a violation of any of the Prohibited Uses listed in Paragraph 1, an immediate (no warning) fine of \$1,000 will be assessed against the responsible Unit owner. The Unit owner will have 1 week from the date of the fine notice to cease the violation. Additional fines of \$1,000 each will be assessed every 7 days until the violation ceases to the satisfaction of the BOD.
- ❖ PTCA reserves the right to require removal of any object, decoration or window treatment determined by the Board to be in violation of the requirements of this Section. Violators may incur the cost of repairing or returning the Unit and/or affected Common or Limited Common Element to their original condition.
- ❖ Fouling the windows of other Units or the red roofs may result in cleaning fees and fines. The minimum fine is \$100.
- ❖ Any attempt to defeat or remove the installed Common Hallway window “stop” is a violation and will result in an immediate (no warning) fine of \$250 assessed to the Unit owner’s account plus administrative charges and damages/costs incurred by such violation.
- ❖ Unit owners are responsible for any damage or harm to PTCA property, personal property or individuals caused by any object that may be tossed from, fall from or be blown off their deck.
- ❖ Failure to comply with or violation of the Unit owner responsibilities for applications, scheduling, and any other provisions of paragraphs 5, 6, and 7 will result in an immediate (no warning) fine of \$200 and may result in repercussions in addition to the automatic fine as determined by the Board of Directors.
- ❖ Failure to comply with or violation of any other provisions of this Section may result in a fine up to \$250 assessed to the Unit owner’s account plus administrative charges and damages/costs incurred by such violation. The minimum fine is \$100.
- ❖ Compromise of building security at any time will result in an immediate fine of \$200.
- ❖ Costs for repair/replacement of damaged Common or Limited Common Elements will be charged to the responsible Unit owner whether said damages were caused by vendors, contractors or by other paid or unpaid persons acting on behalf of the Unit owner, his lessee or special occupant. The Unit owner is also financially responsible for damages caused by his guests or other invitees.
- ❖ For purposes of determining the Unit of origin responsible for damages to Common Elements and/or surrounding Units, the BOD shall promptly decide, employing such advice as the BOD deems advisable.

Section 17

Discrimination-Nuisances-and-Harassment

Section 17

Discrimination, Nuisances, and Harassment

Ref: Declaration Sections 9.7, 9.14, 11.1, and 19

Definitions:

Discrimination – any activity or process that treats a person differently based on that person's protected status. Protected status includes age, disability, familial status, gender, immigration status, nation of origin or ancestry, race, religion or creed, sexual orientation, or veteran status.

Nuisance - any activity or object that intrudes on the ability of residents to use or enjoy their properties such as odors, littering, noise, offensive language or conduct.

See [Section 11 Noise, Nuisances, Alcohol, Damages and Smoking](#)

Harassment - repeated and intentional act or vexatious comment that demeans, humiliates, or embarrasses a person and is known, or ought reasonably to be known, as unwelcome, threatening, or intimidating.

Examples of harassment include:

- a. unreasonably annoying, disturbing, offensive, bullying, intrusive, or threatening, including but not limited to unwelcome verbal or non-verbal communication, cyberbullying, and excessive phone calls, letters or notes, texts, and emails.
 - b. a violation of, or direct or indirect threat to another person's dignity, privacy, or physical and/or emotional safety.
1. No owner, lessee, special occupant, employee, management personnel, guest or service provider in the community shall be treated differently because of their protected status.
2. No owner, lessee, special occupant, employee, management personnel, guest or service provider of Pacific Tower Condominium shall use any online portal, forum, social media outlet, email service, or the like, whether or not maintained by the Association or the management company, to engage in any behavior that is prohibited by this policy.
3. No owner, lessee, special occupant, employee, management personnel, guest or service provider of Pacific Tower Condominium shall conduct themselves in a manner which substantially interferes with a person's employment or creates an intimidating, hostile or offensive work environment or a person's use and enjoyment of their property.

4. Discriminatory behavior or harassment may take the form of inappropriate messages or posts, text messages, emails, loud verbal exchanges, conduct of an intimidating nature and/or threats of physical harm and/or any other conduct that threatens a resident or an employee's dignity and/or well-being.
5. Allegations of discrimination or harassment must be reported in writing to the Association Manager or a member of the PTCA Board of Directors and shall be investigated by the Association promptly.

Enforcement:

- ❖ Actions or conduct determined to be discriminatory or harassing behavior are very serious violations of the PTCA Governing Documents and will result in an immediate (No Warning) fine of no less than \$500. In addition, the offender must immediately cease the offending conduct including immediate deletion of any inappropriate written or electronic messages/posts. Failure to delete or remove inappropriate messages or objects, failure to cease the offending behavior, or any recurrent violation will result in a minimum fine of \$1,000 for each violation and may include other action deemed necessary by the BOD.
- ❖ If City, State or Federal laws are violated or if the BOD finds there is a threat of violence or severe emotional injury, the BOD reserves the right to report the incident to the Tacoma Police and/or other governmental agencies.
- ❖ In the case of misuse of electronic media for harassment or discriminatory behavior the BOD may rescind the offender's privilege to access or use any website or portal maintained by either the Association or the management company regardless of whether the offense occurred on such Association websites or portals.
- ❖ The BOD may communicate with higher level management, BOD legal counsel or other competent authority to determine if an activity, object, or conduct is a nuisance, harassment, or discrimination. The determination of the BOD shall be conclusive.