

Section 16

Use of Property and Unit Owner Responsibilities

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 and hard surface flooring installation
- Unit owner responsibilities for unit modification and hard surface flooring installation
- Furnishings and equipment in Common Elements
- Unit owner maintenance and repair responsibilities
- 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 of Units and hard surface flooring installation

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 PTCA Application for Unit Modification to the Board. No alteration work may begin until written approval of the Application is received from the BOD.

b. Hard Surface Flooring: The Declaration states in paragraph 4.6 (c) that an owner 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 (available at www.ptcatacoma.org or from a BOD member):

- Application for Unit Modification
- Supplemental Application for Installation of Hard Surface Flooring

No work may begin until written approval of both Applications is received from the BOD.

6. Unit owner responsibilities for Unit modification 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.

- Post the Noise Notice on the bulletin board near the mailboxes in the lobby at least 48 hours before commencing work. Our residents who work night shifts or may be recovering from illness and other residents with noise-sensitive pets will appreciate the advance notice.
- Keep a BOD member informed and release the freight elevator when not needed
- Park the contractor's vehicle in the yellow loading zone (P1-E) in the back of the building. Transport all equipment and building materials into and out of the building through the P1-East garage door (safety and security reasons). If more than one contractor is on site, ask any BOD member about alternate parking area
- Do not use any pedestrian doors when moving equipment or materials
- Equipment and materials must be kept within the Unit or private garage space (G1 – G22). No storage or repositioning of equipment or materials is allowed in any common area.
- All 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.
- Use ONLY the padded freight elevator
- Use contractor or rented dollies/carts to transport tools, equipment, supplies and debris. Use of the PTCA grocery carts to transport any type of equipment or materials used for remodeling work is prohibited.
- 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.
- For safety reasons, never drive a vehicle into the P1 or P2 parking garage to load or unload equipment, building materials or debris.
- 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.
- Ask a BOD member how to maintain security of the P1 elevator lobby door.
- 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
- Work is restricted to the hours of 8 am - 6 pm
- At the end of each work day you or your contractor must clean up any 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.

Unit owners must ensure their contractors 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.

7. 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.

8. Unit Owner Maintenance and Repair Responsibilities:

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.

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.
- ❖ Failure to comply with or violation of the remaining 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.
- ❖ Unit owners are responsible for any damages 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.
- ❖ Fouling the windows of other Units or the red roofs may result in cleaning fees and fines. The minimum fine is \$100.
- ❖ 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.
- ❖ 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.
- ❖ 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 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.