



Rules & Regulations at Bayshore West

(Responsibilities and Enforcement)

May, 2025

Owners, Residents, and the Board of Directors responsibilities, as set out in our Declaration:

- 1) Everyone shares responsibility at Bayshore West to assure that nothing is done within a Unit or in the common area to interfere with the right of quiet enjoyment of other Residents in their Units.
- 2) There shall be no noxious or offensive activity in any Unit.
- 3) All Residents must keep the interior of their Unit clean and in a sanitary condition.
- 4) The Board of Directors is responsible for the upkeep and maintenance of the complex. It is also responsible for seeing that items 1, 2 and 3 above are honored.

To facilitate compliance with our Declaration document, the Bayshore West Board of Directors has issued the rules and enforcement procedures contained in this document.

- **Residents should note the rules in Section I and the enforcement procedures and fine schedule in Section III.**
- **Owners should pay close attention to Section I, II and III.**

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Section I

Resident Responsibilities and Common Area Rules

Bayshore West (BSW) is a condominium community with 72 households living together with shared common areas. Each Unit Owner has a responsibility to the entire community to ensure that Residents in their Unit conduct themselves in ways which do not adversely affect the community as a whole or diminish the value of neighboring Units. Each Unit Owner is responsible for the maintenance of their Unit. To this end, your HOA has established the following guidance. Remember we are all in this together.

The rules in this document have been thoughtfully created in response to issues of concern your Homeowners Association has experienced. Our rules refer to individual conduct and contribute to harmonious living.

- Common courtesy in keeping it quiet between 10 p.m. and 8 a.m. is expected. Loud voices, music, TVs, and noisy parties inside Units or in common areas must always be controlled or a police complaint may be filed by any neighbor.
- To ensure proper delivery and receipt of mail and delivery services, your address must include your Unit number and building designation, – i.e., Bldg. A-5.
- OIF Required: A current, and complete list of all Residents in each Unit shall be maintained in the Reid Property Management Office, including all contact information for each Resident. Owners are required to submit the **Occupant Information Form (OIF)** before a new Resident occupies a Unit. Not doing so is a finable offense. In addition, Owner will be emailed he Occupant Information Form for re-submission annually. If these are not returned one month from the initial date sent, the Unit is out of compliance and its Owners will be fined.
- When moving into a Unit, new Resident-Tenants should check in with our on-site office to verify the Owner has submitted their **Occupancy Information Form**. They may also request a New Resident Welcome Packet, which includes a copy of this Rule Document with sample forms for their use, recycling guidelines, and other information and resources.
- If you are going to travel away from your Unit for more than 1 week, please turn off the shut-off valves to your washer, sinks, and toilets until your return. This small action can save costly repairs, by minimizing damage from a burst pipe or hoses while you are away.
- Violation/Complaint Forms, to report violations of our rules, are available online at Reid Property Management and in our on-site office. A copy of the Complaint/Violation Form is also in this document.
- The speed limit at BSW is 5 mph. Please be cautious, as we have children residing in our complex.
- Reid Property Management’s website for our community is accessed as follows: 1) Go to Reidpm.com. 2) Select “site map” at the bottom of the page, 3) then click on HOA/COA/communities,4) then click on Managed Communities, 5) and then click on the Bayshore West photo. Scroll down to documents and click on those you wish to view and/or print.

**Please read the following sections carefully.
They specify our common area rules.**

Pool Area

Violation of pool and pool area rules may result in barring from the pool, temporarily or permanently. **Summer Hours: 7 a.m. to 9 p.m. daily** (unless closed by government edict or safety).

1. Use your key to enter the pool area. Always leave the gate closed. Do not prop it open.
2. The pool area is a NO SMOKING area.
3. Absolutely NO PETS are allowed in the pool area!
4. All children under the age of 18 must be always accompanied by an adult.
5. No alcohol of any kind, foul language, running, or horseplay is allowed.
6. No glass containers are allowed in the pool area. All drinks must be in plastic containers or cans.
7. No food or drink is allowed within the pool itself.
8. Guests must ALWAYS be accompanied by an adult Owner or Resident.
9. Only TWO guests are allowed for each Unit.
10. Children's diapers: Any infant/child in diapers must have a protective, waterproof plastic covering when brought **into the pool** itself. No naked babies! Diapers must be changed in our Clubhouse bathrooms (common key used to access hallway).

Swimming Pool

1. Children under age 13 must be closely supervised by a responsible adult at all times
2. Children AGES 13-17 cannot use the pool alone.
3. All swimmers do so at their own risk – No lifeguard is on duty.
4. If you have a disease that can be transmitted by water or have been ill with diarrhea or vomiting in the last 2 weeks, do not use the pool.
5. Infants and toddlers who are not potty-trained must wear water-tight proper swimming diapers.
6. People with seizure, heart, or circulatory problems should not swim alone.
7. No running or loud, rough playing.
8. No food or drink is allowed **within** the pool.
9. Do not use the pool when under the influence of alcohol or drugs.
10. Proper swimwear is required for all pool users; **no “street clothes”** allowed within the pool. The residue from laundry detergents will affect the water quality.
11. Play items such as small toys or balls are **not allowed** in the pool, due to the possibility of them becoming lodged and causing damage to the filtering system.
12. Swim safety aids such as USCG approved life jackets, water wings, or child safety floats are allowed, if they have fabric covering the floatation foam material, and are used with proper adult supervision.
13. In an Emergency, call 911. The **emergency phone** is located on the Shanley Hall building wall beside the gate.
14. A First-Aid Kit is located within the storage box under the telephone, close to entry gate.
15. If you don't follow the rules, you may be removed from the pool and pool area.

Sauna Rules

1. Hours: Our Sauna is available from 7:00a.m. to 9:00 p.m..
2. Children ages 13-17 cannot use the sauna alone. Children under age 13 may NOT use the sauna.
3. Bring several towels to place under your body and to use in drying off any perspiration.
4. Due to fatiguing the effects of extreme heat, limit any one session in the sauna to **15 minutes**.
5. The maximum number of people allowed in the sauna is six (6).
6. People with heart disease, diabetes, high blood pressure, and women who are or may be pregnant are advised to consult a physician before using sauna.
7. People with seizure, heart, or circulatory problems should not use the sauna alone.
8. If you have a disease that can be transmitted by perspiration or have been ill with diarrhea or vomiting in the last 2 weeks, don't use the sauna.
9. No rough or loud play is allowed.
10. No food or electronic devices are allowed in the sauna. All liquids must be in non-breakable containers.
11. Don't use the sauna when under the influence of alcohol or drugs.
12. If you don't follow the rules, you may be removed from the premises.
13. In an Emergency, call 911.
14. PLEASE refer to Sauna Instructions, posted outside the entrance door, for best practices for use.

Clubhouse Hall Use - Reservations

Any Owner or Resident wishing to use Shanley Hall for a social gathering must make prior arrangements and schedule with our on-site Office. Owners/Residents are required to pay a \$100.00 deposit. All deposits are refundable if the hall is left neat, clean and in the same condition as before the use. **Gambling or any other illegal activities are strictly prohibited by law. Rental to outside groups is not available.**

Exercise Room

- Hours: 7 am to 9 p.m. Please follow the sign-in / sign out instructions posted.
- There is limited janitorial service for this room. We depend on you to keep it clean and to wipe down equipment when you are finished, including moisture on the floor.
- Please do not bring food or pets into the room.
- All children under 18 must have adult supervision.
- Use the equipment at your own risk.
- Bring your own personal exercise floor mat.
- Do not add your personal equipment or furnishings to the existing space, without HOA approval.

Waterfront Area and Dock

BSW has a large waterfront area. Your Common Area key will allow access through the gate between Buildings C and D. **Do not prop the gate open.** Access to our dock area and the oyster and clam beds are through this gate. (Please consider wearing shoes whenever you approach the water. The shoreline contains sharp surfaces and can be dangerous to bare feet.)

Nothing is to be stored or kept on the dock or ramp. Moorage (setting a buoy) is available at an Owner's expense. Applications for Mooring Buoy License applications are available from WA Dept of Natural Resources (DNR). Moorage on the dock is not allowed at any time. However, the float may be used to embark or disembark a vessel at your own risk.

- Some of our Residents will park their kayaks and canoes under the trees. You do so at your own risk. There is no security. **You may lock your watercraft onto one of several "locking stations" in area.**
- It is also possible to have summer picnics on the grass.
- Bayshore West has no trash facilities in this area. If you bring it in, take it out.

There have been questions about campfires and food grilling. The Bremerton Fire Department requires a clearly defined fire pit 3'x2' maximum size. Unless the fire pit is a formal structure or commercially made fire container, it needs to be 25' from any combustible brush. The keeper of the fire must only burn **cord wood or charcoal** (no lumber or particle board, etc.) **There must be a hose or bucket of water nearby, and the fire must be completely extinguished before it is abandoned.** (See <https://youtu.be/fUUB6dPJqMM> for a brief video.)

Laundry Rooms

The laundry facilities in Buildings A, B, & E are for use **by Residents only**. The laundry hours are from 8:00am until 9:00pm. Follow the instructions on each machine and the posted signage.

Please keep track of your machine's finish time; laundry items left in a washer or dryer may be removed for the convenience of the next user. Please remove washed and dried clothes promptly. Please clear all items from folding table before leaving.

Our washing machines have been damaged by improper use. When machines are overloaded, clothes do not get clean and soap residue clumps on laundry. Occasionally, overloading causes socks and undergarments to get sucked into the pump and a repair person needs to be called. This is expensive.

Wash **no more than 10 pounds** of laundry per load. If there is residue on the tub, please wipe it clean when you are finished. If using the dryer, check & clean the lint filter, before and after use.

Storage Lockers

At the time of purchase, each condo Owner is deeded a numbered storage locker. Your "**deeded storage space**" locker is not numbered the same as your condo number, unfortunately.

The specific building and locker number assigned to your condo should be listed on the Owner's deed/title, or on a Renter's Agreement. You are not allowed to utilize additional unused lockers for your belongings. If required, the HOA will have padlocks cut off on any locker utilized without authorization from the Owner. If you need clarification in this regard, please contact our on-site office for assistance.

Bayshore West HOA is not responsible for any damage or loss to items placed in any storage locker, due to break-in or theft. Utilize the storage lockers at your own risk.

Our storage locker room doors have been modified to incorporate a keypad lock, opened by utilizing a Code. Owners will be provided with the current code to their assigned storage locker room. **This code should remain confidential.**

If Owners include the use of their assigned storage locker to their rental tenants, it is the obligation of the Owner or Property Manager to provide the Tenant with the proper access code.

- Paint and other hazardous or flammable materials may NOT be stored in lockers or storage room passageways.
- All stored personal property must be inside your storage locker. Property left outside these lockers will be disposed of without notice. We recommend that you place a lock on the closure hasp.

Added Security. We have recently purchased and installed a Schlage Electronic Keypad Deadbolt for each of our two (2) Locker Storage Rooms entry doors. Owner/Tenant access to each Storage Area will now be by CODE only. The numbered code for accessing these rooms will ONLY be provided to those Owners who have a deeded storage locker within that specific Storage Room. Each of the two (2) storage rooms will have a separate code.

(Continued on next page)

Because this is an issue of security, it is ultra important that you treat this access code with respect for its purpose - to help keep your items safe. It is especially important that you do not share the code with others. Every Owner shares responsibility for protecting the security of items others have stored in these rooms. It is important that any contents stored in a locker should have a padlock placed onto the closure hosp.

IMPORTANT NOTICE TO OUR OWNERS WHO RENT THEIR CONDOS, AND TO ALL PROPERTY MANAGERS: It will be your responsibility to contact your resident tenant and provide the new access code for your Storage Locker Room. Please also attempt to instill in them the importance of the security aspects... do not share the code with anyone else.

Balconies, Patios and Common Entry Ways

In consideration of other Residents and community safety, the use of limited common area balconies and patios are subject to the rules detailed below. Balconies, patios, and entry ways are limited common areas of BSW, not owned by the Unit.

1. Charcoal, wood fired BBQs, or any type of fire ring, are expressly forbidden anywhere at BSW.
2. The balcony, patio railings and patio furniture are not to be used for hanging drying laundry. Do not hang clothing, laundry, or pool towels anywhere outside your residence, including the entrance area and the balcony. Clothes drying racks are not allowed outside.
3. Do not throw things from your balcony (this includes cigarettes and ash). Do not sweep over the side of your balcony or shake rugs over the balcony railings. Do not cause any dirt or ashes from your deck to contaminate neighboring balconies or landscaping below your Unit. Use a vacuum or shake rugs out near the dumpster sites.
4. Balcony/patios and common entry areas are not for storage of excess household items, trash, furniture, toys, appliances, etc. Contractors are not allowed to store construction materials in the common stairwell areas. Charity items may be placed out for pickup if pickup is within 24 hours.
5. Weight Limitations: As a result of the report of a licensed Structural Engineer, placing anything on the balconies that exceeds a total "safe limit" dead weight of 30 pounds per square foot is prohibited. This includes planters, large flowerpots, and large numbers of people.
6. Planters: Floor planters or flower boxes that do not exceed the weight limitations (above), nor do not EXTEND above or beyond the balcony railing height are permitted, but must be maintained. Do not cause or allow excess water run-off from planters to drip down to Units below
7. Painting exterior walls, railings, floors, or ceilings of the balcony area by Unit Owners or Residents is prohibited.
8. For continuity purposes, exterior lighting and fixtures shall remain "standard" throughout the property.
9. **All types** of visible screens, blinds, shutters, windows, awnings, tents, or enclosures are prohibited on balconies and patios.

10. Fixtures and Decorations: No fixtures or decorations may be fastened to the exterior walls, ceiling, or railing of the balconies or patios, or to any other common area exterior building wall. Keep entryways clear.
11. Only outdoor patio furniture may be utilized on the common area patio/balcony of your condo. No pet litter boxes are allowed. Bird seed feeders are not allowed on patios/balconies.
12. Small appliances such as radios and televisions may be used on the balconies and patios provided that ear devices are plugged into the radios and televisions, to prevent disturbing other Residents. Stereo speakers are not permitted on the patios and balconies. Balcony and patio doors may not be left open allowing excessive noise from inside the Unit to disturb other Residents.
13. Carpeting: No carpeting or covering of any type shall be installed over the balcony floors to prevent damage to adjacent wood surfaces, resulting from retention of water in contact with the surface.
14. Construction activities are permitted between 8am and 6pm. Construction projects that include hammering, sawing, and the use of power tools or spray painting are not allowed on patios or balconies. Such projects may be conducted in your parking spot, provided neighboring vehicles and the asphalt are protected, and the area is clean at the conclusion of the workday.

Pets

- 1) Two small house pets are allowed in a single Unit, not to exceed a maximum of 25 pounds each. **Any animal over the weight limit must be re-homed and the Owner will be fined.**
- 2) Unleashed animals are not allowed. No dog or cat shall be left outside unattended.
- 3) The pet owners shall carry a dog waste bag or other suitable equipment to immediately clean up the animal's droppings. Place waste bags in trash bins, **NOT** in recycling cans.
- 4) Pet owners are responsible for cleaning up vomit, disposing of carcasses brought by pets, and for any destruction that the pet commits.
- 5) If a dog barks uncontrollably, any affected person can call animal control. Animal Control will come and address the issue with the pet owner. Animal Control: (360) 692-6977. You may also contact the on-site office for assistance.
- 6) Bird and squirrel seed feeders and open pet food dishes are strictly prohibited outside. The wildlife and rodents they may attract are a health hazard to the general community.
- 7) Therapy/assistance animals are not considered pets. With proper documentation (a note from a licensed **medical** care provider), these animals have rights to accompany their disabled owners. However, prior to habitation, documents confirming their status as therapy/assistant animals must be on file with Bayshore West HOA/Management. They may not interfere with others' quiet enjoyment of their homes. They must be controlled when outside and must not soil or damage common property.

Smoking

Secondhand smoke is a scientifically recognized carcinogen and is widely known to be an annoyance and a health hazard to many people exposed to it. Consequently, no person shall carry or smoke any lighted smoking apparatus, equipment, or product (referred to as “smoking apparatus”) in any of the Common Areas, at any time.

No person may smoke or otherwise burn any smoking apparatus in a Condo Unit or the Limited Common Areas in a manner which **causes smoke to be a nuisance or annoyance to any other Resident** of the condominiums. You may address a complaint with your on-site office.

Exception: Smoking **IS** permitted in parking lots; provided that the smoker and all smoking apparatus are more than 25 feet from any door, sliding door, window, stairwell, and entryway bridge.

Trash and Recycle Materials

- Recycled **items are only acceptable if they can be sold**. They need to be clean and free of food.
- STYROFOAM of any kind and all types of PLASTIC BAGS are not recyclable. Recycling services change their guidelines from time to time. Please look for posted information on acceptable recyclables. Guides and a sturdy recycle bag are available from our on-site office.
- Break or cut all boxes down flat before placing them in the recycling container, then close the lid. Breaking boxes down reduces the number of recycling containers required to handle our recycling needs.
- For reasons of sanitation and appearance, all trash must be placed in a dumpster, and the lid closed. If the dumpster is too full, keep your trash in your unit until after the next pickup, or simply take it to another dumpster on the premises.
- Under no circumstances should discarded furniture, electronics, nor construction materials of any kind be placed in dumpsters. Those items should be taken to the Olympic View Transfer Station (our local dump).
- Trash left beside trash containers requires hiring someone to clean up, which is an unbudgeted expense to our HOA, which could potentially translate to higher HOA or rental fees.
- If you have so much recycling or trash that it won't fit in the containers provided, take it to the county Transfer Station (dump).

Signs

No sign of any kind shall be displayed to the public view on or from any Unit's common area.

No real estate “For Sale” signs shall be displayed in condo windows, common areas, or within the property boundary.

Parking Rules

All condo Units of the Bayshore West condominium community have at least one (1) parking space. Your designated parking space number(s) will be on your deed, assignment sheet, or rental agreement. If you are unsure of your assigned space, contact our on-site office for assistance.

- There are no parking spaces for rent.

Any vehicle with excessive and/or obvious damage, dirt, lack of care and/or have been in the same Visitor spot, without moving for an obvious and excess length of time, will be towed from the property at Owners expense.

Our association has clear parking rules in place, ensuring that Residents know where they can and cannot keep their vehicles. HOA parking guidelines are intended to ensure that all guests will have parking spaces available within the complex when needed.

Please refer to more specific parking rules as shown on the ***Parking Rules Violation Form*** on the reverse side of this page.

Not abiding by these rules is a Type II violation with a one-time warning. Failure to comply with the rules may result in your vehicle being towed at your own expense or impounded.

Bayshore West Condominium - *Parking Rule Violation Form*

Bayshore West Parking Rules

1. Park only in your designated space. Do not park in a NO PARKING zone, an area that is DIAGONALLY STRIPED, or in a RESERVED space belonging to another Unit.
2. Only head-in parking is permitted. (Exhaust fumes near Unit windows, damage to vegetation or lighting fixtures, along with back-up visibility issues have created this rule.)
3. All vehicles shall be parked between the white lines which designate a parking space.
4. Any vehicle that doesn't fit within a normal parking space must be parked off the Bayshore West (BSW) property. This includes overly long or wide vehicles.
5. Commercial-sized vehicles must park off-site, unless loading or unloading deliveries.
6. Cars may only be washed in the lower parking area, between Clubhouse and the laundry room.
7. If a vehicle leaks any type of automotive fluid or damages the blacktop, the Unit Owner will be financially responsible for repairs to the pavement. The Unit Owner will be billed for such repairs. In addition, the damaged vehicle must be removed from the premises until repaired.
8. Automotive repairs and service must not be performed on the Bayshore West (BSW) premises.
9. Parked vehicles must display current automobile license registration tags.
10. Vehicles parked in VISITOR spaces for more than 72 hours/month may be towed. Playing "musical spaces" does not change this. Seventy-two hours is the total per month allotment, beginning on the first day of the month. Vehicles in violation of this rule may be given a "Vehicle Parking Violation," and be towed or impounded for subsequent violations.
11. Loud or unmuffled vehicles. Every motor vehicle should always be equipped with an exhaust system and a muffler in good working order to prevent excessive or unusual noise. (WA 173-62-030)

This Vehicle Has Been Cited

This vehicle, License Number: _____ has been identified as having violated vehicle rule number _____ above. This is your first and last warning to correct this violation immediately. Failure to comply may result in your vehicle being towed at your own expense or impounded.

_____ Witness _____ Date/Time

Section II

Unit Owner Responsibilities

Paying HOA fees by the 5th of each month

- There is an automatic late fee for HOA payments received after the 5th of each month.
- For convenience if you wish to make payments automatically, either contact your bank or call Reid Property Management (360-698-4026) for assistance.

Assuring that Residents of the owned Unit comply with BSW rules

- Owners are to provide a copy of this document to tenants when they move into their Unit. If Tenants claim that they have not seen the Rules Document, it does not relieve them of the requirement to follow them.
- It is the Owner's responsibility to be sure that tenants know the rules. It is the Owner's responsibility to manage the conduct of Residents who may be renting or living in their Unit.
- Bayshore West's Owners Association does not provide property management. Owners do!
- If your Unit Resident has a complaint filed against them, both the Resident and you will be notified with a warning. If the complaint is not remedied, it will become a violation, with a monetary fine. You as the Owner will be fined, and it is your responsibility to correct the problem. Problems that continue will accrue additional fines.

Annually providing the HOA with proof of Homeowners Insurance

- Evidence of appropriate insurance must be submitted annually to property management. Lack of submitting proof of insurance annually will incur fines of \$50.00 per month, until documents are received.
- Homeowners insurance documentation is to be submitted to Reid Property Management by the end of June each year.
- Owners should secure an FHO6 policy with a minimum of **\$50,000** in building "property loss coverage" to protect them if a deductible must be paid. (HO6 is an industry-wide designation for a condominium policy.)

Maintaining the Owned Unit

It is important to upgrade outdated systems, which are considered the personal property of the homeowner.

- Electrical Circuit-Breaker - Each Unit should maintain an **updated** system installed.

- Water Heaters – Based on plumbing and insurance industry guidelines, in order to reduce the likelihood of water damage and drywall repairs from old and/or expired hot water heaters, our HOA requires Owners to periodically replace hot water heaters, if the water heater is over **10 years** old. When replacing your water heater, you will be required to comply with current safety protocol, including the addition of earthquake strapping attached onto a wall. Also, you may wish to consider adding a water collection tray beneath the installed unit, and a moisture alarm which notifies you if the presence of water is detected.
- Toilets - Check your toilets for water conservation. The HOA’s water bill is quite large, and the expenses ultimately will be passed onto the Owners/Tenants. Newer “quick flush” 1.5- or 1.3-gallon toilets save everyone money.
- Clothes Dryer Servicing – Dryer fires are primarily caused by lint clogs in ducts and filters. Our Association Rules stipulate that Owners who have clothes dryers in their units are responsible for the regular maintenance of their dryer vent systems. Dryer vent systems must be serviced by a bonded, licensed service every two (2) years. Evidence of vent service is required from the Owner every two (2) years. Bayshore will continue to offer this service on a biennial basis.

Owners are responsible for maintaining their Units in such a manner that they do not detract from the value of any other Unit. Consistency in appearance maintains our property values.

- Broken windows, torn or missing screens and damaged doors must be repaired in a timely manner.
- Window coverings must be white or cream-colored on the **exterior** facing side.
- No Resident or Owner may attach anything to the exterior of the building without Board approval. (The Board will not approve anything that punctures the building’s vinyl siding, window molding or deck coverings.)
- Units must not generate excessive noise. Appliances and sound sources must not annoy neighbors. Sounds from one Unit exceeding 80 decibels in adjacent Units must be eliminated. Noisy bathroom fans, appliances and/or plumbing must be repaired. Doors and windows must operate quietly.
- Floors, except for kitchen, dining areas and bathrooms must be carpeted or sound insulated flooring. Changing flooring is deemed a change that affects your neighbors and must be Board approved. (See Architectural Change Request information on the following page.)

Owners are required to:

- Keep the interior of the Unit and its equipment, appliances, and accessories in a clean and sanitary condition, free of rodents, pests, mold, and maintained in good order and condition.
- Repair, perform all modifications and paint, as necessary to maintain the good appearance and condition of the Unit.
- Maintain any plumbing fixtures, water heaters, bathroom fans, and heating equipment within the Unit which serves only that Unit.

The association will correct cited violations of unit maintenance issues not corrected within 30 days by the Unit Owner. The issue will be corrected, and the Unit Owner fined and billed for the cost associated with the correction.

Getting remodeling approval with an Architectural Change Request Form

The following information may be useful when planning to remodel or improve your Unit:

***Definition** – all the land and buildings within Bayshore Condominium complex is owned in common. Entry ways, decks and parking spaces are defined as limited common areas. As Owners own units from the interior wallpaper or paint inward. This means that the sub-floors, ceilings, walls, and everything inside the wall (plumbing, electrical, etc.) is owned in common. No changes or modifications are allowed to common or limited common areas, unless those changes are approved, in writing, before the changes are made. Exterior doors, sliding doors and windows are part of your own Unit, but making changes in them impacts the common walls, and requires Board approval. Removing carpets and changing to hard flooring surfaces requires approval of the board because it affects sound transmission to other Units.*

Before work begins:

- Modifications (remodeling) of any kind to your Unit must be approved, using our *Architectural Change Request Form* (found on the Reid Property Management website, in the Forms section of this document, and in our on-site condo office). All structural, plumbing, and electrical work must be accomplished by a licensed, bonded and insured contractor. This level of work may require a permit from the City or County.
- Repairs to plumbing, electrical circuits, or structural issues within your Unit may be handled with consultation of our management company, Reid Property Management. This is to ensure that qualified people are performing the repair in a manner that will retain the integrity of the property.
- **All construction debris must be taken off premises, not place in dumpsters or recycle bins!**
- Emergency repairs made to a Unit should immediately be reported to Reid Property Management.

Restricting use of Unit to residential use only. No short-term rentals.

- Our Declaration document states that no Trade or Business may be conducted by any Unit except as conditionally permitted by the Board. The prohibition specifically applies, but is not limited to, use of a Unit to provide temporary or long-term occupancy to a customer, patron, or client. The Board, in its sole discretion, may permit an Owner or Occupant residing in a Unit to conduct business activity within the Unit, upon the Board's determination that the apparent or detectable by sight, existence or operation of the business; does not increase the Association's liability or casualty insurance obligation or premium (i.e., does not cause an increase in any Association utility expense); and is consistent with the residential character of the Association.
- It further prohibits using a Unit for transient purposes. That is, non-Owner occupants must have an initial occupancy period of **at least twelve (12) months**.
- Airbnb or VRBO rentals are NOT allowed. Time sharing is also NOT allowed.

Completing an Occupant Information Form (OIF)

Owners are required to complete an *Occupant Information Form* both annually, and for new residents, whether family or friends, prior to their establishing residency in your Unit. A blank copy of this CONFIDENTIAL form appears in Section IV at the end of this document. Forms are also available on the Reid Property Management website, or in our condo on-site office.

Paying Move-in Fees

Each time there is a change in occupants of a Unit, there is a large increase in discarded trash, dirt, and debris at BSW. There is also an increase in office paperwork associated with the change of Residents. This fee is set by the Board at \$100.00.

By our Declaration, because a leased Unit typically experiences more frequent changes in occupancy than does an Owner-occupied Unit, the Owner of a Unit shall pay the Association a reasonable, nonrefundable Tenant move-in fee prior to the Tenant taking possession of the Unit, to cover damage to, and wear and tear on, the Common elements and facilities. Not doing so is a finable offence.

Paying an Annual Leasing Administration Fee

Expanding the normal Owner-Association relationship to include a Tenant adds another layer of complexity to the Association's interaction with that Unit. The Owner of a Unit shall therefore pay the Association a reasonable, non-refundable Annual Leasing Administration Fee, due at the end of January each year. This fee covers the Association's additional oversight. The amount of \$100.00 per year is established by these rules.

Paying fines relating to rule infractions by any Resident of the Unit.

The Unit Owner is responsible for all fines levied against Residents of the Unit. Unpaid fines will incur late fees. (See **Responsibility for Payment of Fines** below.)

Section III

Rule Enforcement

A system of penalties has been established to ensure compliance with Bayshore West's Rules. The Board believes that our enforcement procedures will result in a more conscientious and caring community, where all Residents are comfortable.

If the violator of a rule is a Resident of a Unit, but not the Unit Owner, both the Unit Owner and the Resident will be provided with copies of all correspondence pertaining to the violation and the ensuing monetary penalties and/or hearings.

The Unit Owner is ultimately responsible for all fines **and** the remediation of all violations.

Types of Rules

Type I Rules: Immediate safety concerns.

- Skateboarding, bicycle riding, rollerblading, scooter riding, ball playing, and fireworks are absolutely prohibited anywhere on Association property.
- Vehicles may not exceed the speed limit of 5 miles per hour.

Violations of these rules require vigorous enforcement for safety assurance, protection of common area assets, and legal considerations.

Type II Rules: Owners Responsibilities as described in Section II of this document.

Type III Rules: These rules contribute to the smooth, pleasant, daily operation of Bayshore West. They are mostly covered in Section I above. These rules can be dealt with on a *Violation/Complaint Form*. A sample of this form is in Section IV of this document.

Procedures for Enforcement

It is the Associations responsibility to enforce the rules contained in this document.

Violations of Type I Rules Safety Resident Responsibilities:

- Alleged violations of safety-related rules incur fines immediately when a Violation/Complaint Form is submitted to Reid Property Management. These safety violations have their own fining schedule and procedure.
- First occurrence safety violations cited on a Violation/Complaint Form shall incur an immediate minimum \$100.00 fine, without the necessity of a previously written or verbal warning.
- For each subsequent safety violation, the fine shall be increased by the amount of \$100.00 over the amount of the previously levied fine. If the fine reaches \$1,000.00, thereafter, it shall remain \$1,000.00 for each subsequent violation

(Continued on next page)

Violations of Type II Rules: Owner Responsibilities. Owners should note that on the Unit's ledger, late fees (\$50) are assessed monthly on past due accounts. There is also interest charged at 10% per annum.

- HOA fees: Assessed monthly. Billed by Reid. If not paid by the 5th of the month, late fees of \$25.00 are assessed.
- All Unit Residents must follow rules: If Residents of a Unit do not follow rules (Type I or Type III), the Unit Owner will be assessed for the infraction. The assessment will appear on the Unit's ledger. Late fees will be incurred when payment is late.
- Homeowners insurance: Owners will be reminded of this requirement early in January of each year. Lack of submitting proof of insurance annually will incur fines of \$50.00 per month until paid (added to HOA fees). The assessment will appear on the Unit ledger. Late fees will be incurred when payment is late.
- Maintaining Unit: If cited on a Violation/Complaint Form, violations of unit maintenance requirements must be corrected within 30 days by the Unit Owner. If the issue is not corrected, the HOA will do so and the Unit Owner will be fined \$200.00 and billed for the cost associated with the correction.
- Using the Architectural Change Form: Architectural Changes (major improvements) that begin without submission and subsequent approval of an Architectural Change Form will result in a \$100/day fine until work is stopped and a Request Form is received. Fines will resume if work restarts before the project is approved by the Board. If approval is withheld, the Owner must return the Unit to its original state in a timely manner.
- Unit is to be used for residential purposes only. Violators will be cited with a Violation/Complaint form and given a \$200.00 per week fine until non-residential use of the Unit stops.
- *Occupant Information Forms (OIF)*. Owners will be given a Violation/Complaint Form warning and a grace period of one month. After that, incomplete or missing forms will result in a fine of \$50.00 per month added to HOA fees until the completed document is received.
- Move-in fees are due on move-in. One month after a new Resident moves into your Unit, unpaid Move-in fees will be doubled and added to your Bayshore West ledger. Thereafter they incur late fees.
- Annual Leasing Administration Fee. This fee will be billed in January.
- Paying fines accrued by Unit Residents. Fines incurred by Unit Residents are recorded as amounts due, along with HOA dues for that Unit. Fines not paid accrue late fees.

Type III Rules: Enhance the smooth, pleasant, daily operation of Bayshore West.

If a violation of a Type III rule is alleged through a Violation/Complaint Form submitted either directly to our Property Manager or through our on-site office, the Property Manager will notify, in writing, the both the alleged violator and the Unit Owner to cease and desist from the violation.

This notification will include:

- a) the nature of the alleged violation,
- b) the time and place of the violation and
- c) the name of the person who witnessed the violation. It may include any relevant photographs to support the complaint.
- d) the action required to resolve the violation and,
- e) notification of a grace period of seven (7) days, within which the violation may be remediated without penalty.

If, after the grace period of seven days, our Property Manager receives a second notice documenting a second Violation/Complaint for the same or repeating offence, a fine will be imposed.

Type III Rule violations are subject to fines according to the following schedule:

- First documented verbal warning to any Resident or Owner or a written warning from Reid Property Management - no penalty or fine.
- The second violation for the same offence issued 7 days after the initial documented verbal or written warning - \$50.00 fine.
- Repeated violations at 2-week intervals- \$100.00 fine, each occurrence.

Our governing documents give the HOA permission to remove offending property and/or repair violations at the Owner's expense, and/or ultimately to evict any Resident who flagrantly violates our rules.

In all cases, the violator may request a hearing within ten (10) days after the imposition of the fine. The request must be made in writing and be addressed to the Board of Directors (c/o Matt Berg, Reid Property Management, 9564 Silverdale Way NW #200, Silverdale WA 98383). A hearing shall be scheduled for an executive session (that is, a closed session) of the Board, and will afford the violator a reasonable opportunity to be heard. The violator may present his/her case to the Board, and the Board will decide, based on the available information regarding the alleged violation, whether any fines and/or penalties should be removed.

The decision of the Board in such matters can be appealed by any person to the Courts of the State of Washington.

If any Unit Owner or Resident fails to comply with the Rules, or with any decision rendered by the Board of Directors, the Unit Owner may be sued for damages or injunctive relief, or both, by the Board. The prevailing party in any such proceeding may be entitled to an award for legal fees, as determined by the court.

Responsibility for Payment of Fines

- A fine will be incurred by the Unit Owner, regardless of whether the offender is the Unit Owner, a Resident, a guest, or a household member within the Unit. The payment of a fine does not relieve the offender of the obligation to correct the violation.
- If the Association incurs expenses to correct the violation, these expenses are the financial obligation of the Unit Owner. If the bill is not paid by the Unit Owner, within 30 days, a late fee may be imposed.
- All fines and charges will appear on the Unit Owner's monthly ledger, accessible through the Reid portal. If fines and assessed monthly late fees are not paid within six months, a lien can be placed on the property, and the property cannot be sold until the lien has been removed by payment.
- In addition, the Board of Directors may foreclose on a lien, if it is deemed necessary. Other penalties for not paying the fines and expenses may also be considered including, but not limited to, the following:
 - Suing the Unit Owner for damages.
 - Imposing criminal penalties through proper authorities (violations of County or State laws).

Section IV

Forms

This document, *Rules & Regulations at Bayshore West*, contains sample copies of the current Bayshore West Homeowners Association Forms.

We suggest keeping them in this document for future reference. It is also possible to download these forms from the *reidpm.com* website and copies are available in our on-site Bayshore West office. You can photocopy as many copies as you find necessary, or remove the forms from this booklet.

For convenience, *Complaint Forms*, *Architectural Change Request Forms* and *Occupant Information Forms*, can be submitted to our on-site office staff, or deposited in our on-site office mail slot, located in our office entry door. They may also be sent to:

matt@reidpm.com

or to

Matt Berg,
Reid Property Management,
9564 Silverdale Way NW, #200,
Silverdale, WA 98383.

Bayshore West Complaint Form

Witness Statement

Please Note: This **Complaint Form** must be completely filled-out or the Complaint may not be considered valid by the Association. After the Complaint has been filed, you may need to appear at a hearing. If a hearing is requested the alleged violator (“Respondent”) will also be invited to the hearing. The Board will take evidence and determine whether a violation has occurred and if so, whether a fine should be levied.

Today’s Date: _____

Address/Unit No: _____

Alleged violator’s Name: _____

Date/ time of alleged violation: _____

Describe the alleged violation (who, what, when, where, how, why):

Any photos taken, or other evidence gathered? Yes ___ No ___

Please attach any photos or other evidence, indicating who generated this evidence and the date taken, on the document(s).

Name of Witness: _____

Address: _____

Phone/email: _____

I declare under penalty of perjury under the laws of the State of Washington that the above statements are based on my personal knowledge and are true and correct. I agree to cooperate with the Association to provide additional statements and in the event of a hearing or trial, I agree to appear to testify as a witness.

Signed: _____ Date: _____

Bayshore West Architectural Change Guidelines

Purpose. The form on the reverse page of this sheet must be completed, then submitted to the Bayshore West Condominiums Homeowners Association Board BEFORE any modifications can be made to privately owned condos.

Architectural Standards Authority. One of the main functions of architectural standards in a community is to help maintain property values. The authority to regulate an Owner's right to make improvements/modifications to their condo derives from our governing documents. The following information may be useful when planning to remodel or improve your Unit.

Definition. All the land and buildings within Bayshore West Condominium complex is owned in common. Entry ways, decks and parking spaces are defined as limited common areas. As Owners, we "own" our units from the interior wallpaper or paint inward. This means that the sub-floors, ceilings, walls, and everything inside the wall (plumbing, electrical, etc.) is owned in common. No changes or modifications are allowed to common or limited common areas, unless those changes are approved, in writing, before the changes are made. Exterior doors, sliding doors and windows are part of your own Unit, but making changes in them impacts the common walls, and requires Board approval. Removing carpets and changing to hard flooring surfaces requires approval by the Board, because it affects sound transmission to other Units.

Requirements. All Unit remodels, modifications, and repairs of any kind must be reported, by submitting the application on the reverse side of these guidelines. Repairs to plumbing, electricity, or structural issues within your Unit may be handled with consultation of our management company, Reid Property Management. This is to ensure that qualified persons are performing the repair in a manner that will retain the integrity of the property.

- ALL PLUMBING AND ELECTRICAL WORK MUST BE ACCOMPLISHED BY A LICENSED, BONDED AND INSURED CONTRACTOR.
- EMERGENCY REPAIRS MADE TO A UNIT SHOULD IMMEDIATELY BE REPORTED TO:

Matt Berg, Reid Property Management, 9564 Silverdale Way NW, #200, Silverdale, WA 98383
Telephone: (360)698-4026 Email: info@reidpm.com

Common Courtesy. As your project may impact the neighbors in your building (i.e., electrical or water turn-off for a period), Bayshore West requires at least a 48-hour notice, so that no one is surprised or inconvenienced. Any questions you may have can be addressed to our condo management team.

Failure to comply. Architectural Changes (major improvements) that begin without submission and subsequent approval of an Architectural Change Form will result in a \$100/day fine until work is stopped and a Form is received. Fines will resume if work restarts before the project is approved by the Board. If approval is withheld, the owner must return the Unit to its original state in a timely manner.

(see reverse)

Bayshore West Architectural Change Request Form

Owners Name	Condo #	Phone
Email		

Project Type and brief description of the project: (please check one below):

- Cosmetic Improvements** (Painting, carpet installation, lighting fixture changes, window blind/drapery installation, etc.). Board approval is not required. Please provide here a brief description of the planned improvement, the name of any contractor you may be using, and the estimated START and COMPLETION date. Sign and date below and submit this application to our on-site office.

Estimated Start Date:	Estimated Completion Date	
Contractor/Vendor(if using):	Telephone #	
License #	Insurance Carrier:	Bond

- Major Improvements.** (Such as a cabinetry upgrade, flooring changes, electrical or plumbing rehab, installation of a dishwasher, clothes washer or dryer, etc.) *Note:* It is the responsibility of the Owner, not the contractor, to submit this request and receive approval to commence any project. **Proposed improvement/change:** List detailed aspects of the improvement, dimensions of project, specific materials you will be using (as appropriate). Attach additional paper as needed. Sign and date below and submit this application directly to Reid Property Management for processing.

Estimated Start Date:	Estimated Completion Date	
Contractor/Vendor (if using):	Telephone #	
License #	Insurance Carrier:	Bond

Submission of request

Printed name	Signature	Date
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*****Office use*****

Date Received	Committee review date:	Approved (circle one) Yes No
Comments		
Date applicant was notified	How	By

2025 Bayshore West Occupant Information Form

Return to: Bayshore West Condominium Assn c/o Reid Property Management PO BOX 3823, Silverdale, WA 98383 (Or drop in mail slot in entry door to on-site office)		UNIT: _____ Parking Space # _____ # _____ Locker # _____
OFFICE USE ONLY Date Received: _____ Date Entered: _____		
Is Condo a Rental Unit? YES NO	Lease Start Date: Lease End Date:	Property Manager Name/ Telephone #:

If the Unit is Leased: Leases **must be** for a minimum of one (1) year. I understand that, as an Owner/Agent, I must provide a copy of the **“Rules at Bayshore West (Responsibilities and Enforcement)”** to my Unit Resident, and that Residents must abide by these rules. I am responsible for any violations made by my Unit Resident. (Violations allow Owners the right to act against the Resident, up to and including termination of the Lease.)

OWNER’S /AGENT’S SIGNATURE: _____ **DATE:** _____

Primary Occupant or Lease Holder’s Name:	E-Mail Address:
Contact Phone #:	In an emergency, who should be contacted?

Primary Occupant Information: I have received a copy of the Bayshore West Homeowner Association’s document entitled **“Rules & Regulations at Bayshore West (Responsibilities and Enforcement)”** and agree to abide by its guidelines. Notices regarding rule violations and fines incurred by condo Residents will be sent directly to Owner.

PRIMARY OCCUPANT TO INITIAL HERE: _____

Additional Occupants Living in Condo:

Name:	E-Mail Address:	Contact Phone /Emergency Phone:

Pet? (Max. 2 in Unit):

Type:	Name:	Approximate Weight:
//Dog //Cat //Bird //Other		
//Dog //Cat //Bird //Other		

Vehicle Information:

Make:	Model:	Year:	Color:	License #:

OCCUPANT SIGNATURE: _____ **DATE:** _____

Section V

Approval

The preceding document, “Rules at Bayshore West (Responsibility and Enforcement)” as set forth by the Bayshore West Homeowners Association Board of Directors is approved as follows:

Gail Tedford, Board Member

Signature Date

Jim Allen, Board Member

Signature Date

Laura Davis, Board Member

Signature Date

Chantelle Falcon, Board Member

Signature Date

Rob Robinson, Board Member

Signature Date

Anna Harlan, Board Member

Signature Date