



**RULES AND REGULATIONS FOR  
HALMALKA HIGHLANDS CONDOMINIUM ASSOCIATION  
AMENDED & APPROVED 1/1/2019**

The terms used here in shall have the same meaning as given to them in the Declaration of Covenants, Conditions and Restrictions for the Halmalka Highlands Condominium, and as supplemented as follows:

- (a) “Agent”: any real estate broker, corporation, firm or individual empowered to act on behalf of any owner.
- (b) “Guest”: a person who temporarily resides in or visits the property owner at the invitation of the resident or owner.
- (c) “Managing Agent”: The manager of the Condominium appointed by the Halmalka Highlands Association.
- (d) “Non-resident Owner”: An owner whose primary residence is away from the Condominium.
- (e) “Resident Owner”: An owner living at the Condominium as primary residence.
- (f) “Lessee/Tenant”: a person occupying the Condominium for a contracted length of time.
- (g) “Renter”: A person renting the Condominium directly from the owner, or the owner’s rental agent, for a period of time (typically daily or weekly intervals – vacation rentals).

The following rules and regulations shall apply to all Residents, Guests, and all other persons, using, possessing or being located upon any portion of the Condominium. It is the Owner’s/Agent’s responsibility to see that these Rules and Regulations are observed and abided by.

1. Residents, Non-resident Owners, or Agents who rent or otherwise permit occupancy of units shall deliver a copy of the Rules and Regulations to the occupant of their unit. The owner shall assume responsibility for the acts of omissions of all persons who occupy or visit the unit.
2. No soliciting of goods, services or religious activities shall be permitted on the property by a Resident, Guest or other person, except as approved by the Board.
3. No commercial or business activities shall be carried on in any unit, except with written permission by the Board.
4. No owner shall attempt to sell “time shares”, vacation club memberships or similar shared use segments in any unit and such activity shall be considered a prohibited commercial use.
5. No “For Rent” signs are allowed on Association property. One “For Sale” sign may be posted on any one unit and must not exceed 18” x 24”.

6. No sign, signal or lettering shall be inscribed or exposed on any window or other part of any building; nor shall anything be projected out of any window, except as shall have been approved in writing by the Board.
7. Satellite dishes are allowed.
8. No awnings or other projections shall be attached to outside walls of any building or to the exterior of any door, without the prior approval of the Board.
9. Textile items, including clothes, shall not be hung outside of any building or in view of any person outside any building.
10. No exterior lights or lights designed to illuminate any area outside of a unit may be installed by any Owner unless the same is first approved by the Board. Christmas lights may be displayed outside starting Thanksgiving Day and may be left on the building through January 31. They will need to be removed, however, no later than February 1<sup>st</sup>.
11. No walls, fences, hedges, or landscaping of any kind or nature shall be placed or planted outside of any building unless the same is first approved by the Board. No changes to existising landscaping shall be made unless first approved by the Board.
12. No personal property such as lumber, firewood, crates, furniture or any other items shall be stored within the assigned parking area; with the exception of the enclosed garages.
13. No items of personal property shall be left or allowed to stand in any part of the Common Areas and Facilities, such as: bicycles, large flotation devices, etc.
14. No littering in any of the Common Areas shall be permitted. Any person who disposes of any article or matter, including cigarette butts, in any place other than a receptacle designed therefore may be subject to such fines as may be levied by the Board.
15. The number of persons occupying any unit for an overnight stay is limited to **8 persons for a 3 bedroom unit, and 6 persons for a 2 bedroom unit.** (Children 2 and under do not figure into the total count). There is no unit in the Halmalka complex that is designed to have more than 8 persons residing there. Owners and their immediate families, when present, are not bound by this limit.
16. Units being rented may not be advertised as accommodating more than the above maximum. Any unit advertised, or rented, as containing more than the above maximum may be assessed a fine, payable by the owner of the unit, for each weekly rental infraction in the amount of \$500 per week.
17. Advertisements for rentals shall not promote the occupancy as being more than the occupancy rules listed in #17 of this document. In addition, no photographs may be displayed of sleeping spaces other than the formal bedrooms that meet standard state uniform code requirements for bedroom classification. Rooms that do not meet code as bedrooms cannot be advertised, nor pictured, as additional sleeping spaces. If a homeowner has modified their unit in any way by putting beds/bedding in an area that does not meet code requirements needed for classification as a bedroom, that area/room must be locked and not available to a guest.
18. The number of persons associated with any given unit using the swimming pool or other common facilities may be restricted at any time by the Board to ensure an equitable access thereof to all of the Residents.

19. The swimming pool and other Common Areas may be used only at such times and by such persons as are permitted by the Board.
20. Halmalka Pool regulations for Safety are: “Swim at Your Own Risk”, no glass containers or large floating devices, no running or diving. Children under 14 must be accompanied by an adult. Close the umbrellas when not in use. The pool closes at 11:00 pm. The gate must be locked at all times.
21. Overnight occupancy of any vehicle or temporary structure is prohibited within the Halmalka area.
22. Parking shall be permitted for Residents, Guests and Tenants only.
23. All vehicles (owners, guests, and tenants) parking on Halmalka Highlands property must display a current parking permit on the vehicle. Guest parking permits may be obtained from the Wapato Point main office.
24. Each Resident and Guest shall park his or her car only in a designated, assigned parking area. Cars parked outside the assigned area shall, at the discretion of the Board or Managing Agent, be summarily removed. Cars will not protrude beyond the parking area or block the entrance or exit of driveways. Only operative vehicles may be parked in the assigned area. No parking is allowed on any grass area. Boat trailer, campers, motor homes and like vehicles are to be parked in the boat trailer parking area, not in the driveway.
25. Maximum number of vehicles in the driveway, at any time, when the owner is not residing at the unit is **3 vehicles**, except those driveways that have tighter design constraints the limit is **2 vehicles**. All vehicles must fit within the constraints of the driveway directly in front of that unit. Any additional vehicles, over the maximum allowed, will need to be parked in the boat trailer parking area.
- 26. No vehicles shall be left unattended on any roadway, or grass, within the Halmalka complex. Any vehicle left unattended in these area may be removed without notice.**
27. Units that are in violation of line 26 – 28 above may be subject to a \$250 penalty for noncompliance. The unit owner will be responsible for the payment of the infraction.
28. No repairs to vehicles shall be permitted on the property, with the exception of minor emergency repairs. No undue racing of engines or tire squealing shall be permitted.
29. Residents shall be responsible for the cleanliness of their respective parking areas, including the removal of any grease buildup.
30. No animals of any type (whether owned by an owner or guest) may be in any unit or on the property at any time.
31. It is the responsibility of the Owner to pay the “Percent Rent” due to the Wapato family, based on the current rate as required by the original Wapato agreement.
32. The owner must provide the Managing Agent a pass key to their unit. Individual arrangements for services shall be made with the Managing Agent. Owners are responsible for the condition of their unit and possibly the adjoining unit if there is no attempt to prevent damages, such as not having adequate heat turned on in the winter, allowing pipes to freeze and break, etc.

33. No resident or Guest shall make, or permit to be made, any unreasonable noise in the building, or on the property, which will annoy or interfere with the rights, comforts and convenience of other Residents or Guests. “Quiet Time” hours are 11:00 p.m. through 8:00 a.m.
34. No radios, iPod, televisions or other devices may be used in such manner as to cause nuisance or discomfort to any of the Residents or Guests, and in particular, no unreasonable loud noise shall be permitted to issue from any unit, or the swimming area, that will interfere with the rights, comforts or convenience of other Residents or Guests.
35. Excessive noise at any time or other violation of these rules shall be reported immediately to the Managing Agent for the appropriate action.
36. No unusual or offensive odors may be permitted to emanate from any unit.
37. Residents or Guest’s shall not bring onto the property any hazardous fluids, such as gasoline, kerosene, naphtha, benzene, explosives or articles deemed hazardous to persons or property. Individual exceptions for small quantities of such fluids or articles must be arranged with the Board or Managing Agent, at the Board or Managing Agent’s discretion.
38. Activities on the lawn areas of Halmalka Highlands shall be of a safe nature to persons and property: no hard balls, darts, etc. Care should be taken so that the grass is not torn out by recreational devices (golf clubs, net holders, lawn darts, toys etc.) Any altered soil and/or grass must be replaced immediately. Any nets are to be taken down when not in use.
39. Maintenance personnel on duty shall not be asked by Owners, Guests, or Tenants to do work within any unit, Common Area and/or Facilities, except in an emergency which endangers other units, the safety of Residents or Guests, except by previous arrangement with the Managing Agent.
40. Garbage Policy as of 1/1/2019
  - Pickup day: Monday only – cans must be placed out by 10AM deadline
  - Cans placed out Sunday afternoon/evening OK; Tuesday-Saturday not OK = fee charge
  - Can contents must be in tied bags
  - All cans, for pick up, must be placed close to the unit walkway by garage, not between garage doors
  - Each unit may have up to two (2) 32 gallon garbage cans for Monday AM pickup
  - All garbage in the can must be bagged (loose garbage in the can = fee charge)
  - No garbage bags or refuse may be left on the street or outside the garbage can = fee charge
  - Each can must be permanently labeled with unit number or it will be discarded by the Point
  - Garbage cans are to be kept within the unit confines (courtyard or garage) on off-garbage days
  - Boat parking lot compactor is available daily for excess garbage that is not intended for Monday pickup
  - Garbage left outside a garbage can = fee charge
  - Fee schedule: \$25.00 for each of 3 confirmed incidents; \$100 cap per incident thereafter
  - Fees billed to, and is the responsibility of, the unit owner