

**HIGHLAND GREENS CONDOMINIUM ASSOCIATION
41-7 HIGHLAND GREENS
PORT LUDLOW, WA 98365**

January 20, 2020

Dear Highland Greens Homeowners,

Matters regarding compliance with the Governing Documents have been brought to the attention of Board of Directors to include leases/rentals, unit access, refuse disposal and the reporting of interior unit damage to the Association.

The Board of Directors has requested this letter be sent to all owners.

Leases/Rentals Attached are two documents addressing the requirements for unit leases/rentals. One is titled "Highland Greens Lease/Rental Requirements" and the other is the Amended Declaration dated April 18, 1989. Please review these documents.

The Association is required to have a copy of any lease or rental on record. If your unit is currently leased please provide the Association with a copy of the lease within 15 days to avoid the monetary charges stipulated in the Declaration.

Renting or leasing any portion of a unit consisting of less than the entire unit is not permitted. If this practice is in effect it must cease within 15 days to avoid monetary charges. No lease can be for a term of less than 90 days.

Unit Access The Association is granted access to each unit for the purpose of maintenance and in case of an emergency. Please have all front door locks keyed to the Master Key system for Highland Greens. Assistance in having door locks properly keyed is available through the Property Manager.

Refuse Disposal Household appliances, furnishings, fixtures, shelving, construction or remodeling materials and packaging of any type are not permitted to be placed in the Association dumpsters.

Damage Reporting Damage occurring to the interior of a unit, such as from water or fire, must immediately be reported to the Property Manager to determine if the mitigation and damage repairs are the responsibility of the owner or of the Association.

Respectfully,



Mike Derrig-Property Manager

mderrig@cablenews24.com

360-437-0520

Highland Greens Lease/Rental Requirements

The Declaration of Highland Greens Condominium Owners Association as amended on April 18, 1989 stipulates the following relating to the Use, Leasing and Rental of the Buildings and Apartments.

Section 11.1

“The buildings and apartments are intended for and restricted to use as single-family residences....”

Section 11.2

“No apartment owner or other person shall be permitted to lease or otherwise rent an apartment for a term of less than ninety (90) days. No lease or rental of an apartment may be of less than the entire apartment.”

“All leases and rental agreements shall be delivered to the Association before tenancy commences. Failure of the landlord to do so will result in a monetary charge of \$250.00 for the first offense and \$500.00 for each subsequent offense.”

1/2/2020

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General

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b.s. Jones
2-18

HIGHLAND GREENS CONDOMINIUM OWNERS ASSOCIATION
41-7 Highland Greens
Port Ludlow, Washington 98365

A. Berglund

MEMORANDUM

To: Jefferson County Auditor's Office
Subject: Certificate of Amendment to the Covenants, Conditions, Restrictions, and Reservations for Highland Greens, A Condominium

Pursuant to Section 20.1 of the above referenced document, the following amendments are submitted for recording by your office. The Board of HGCOA validated the election on affirmative ballots returned by twenty-nine (29) owners, and by motion adopted the approved amendments at their meeting on 13 April 1989.

Section 11.1. Residential Use. The buildings and apartments are intended for and restricted to use as single-family residences only on an ownership, rental, or lease basis, and for social, recreational, or other reasonable activities normally incident to such use, and for the purposes of operating the Association and managing the condominium if required. No apartment shall be subdivided or time-shared or otherwise divided in any manner without the prior written approval of the Board.

Section 11.2. Leases. No apartment owner or other person shall be permitted to lease or otherwise rent an apartment for a term of less than ninety (90) days. No lease or rental of an apartment may be of less than the entire apartment. Any lease or rental agreement must provide that its terms shall be subject in all respects to the provisions of this Declaration and the Bylaws and rules and regulations of the Association and that if any failure by the tenant to comply with the terms of such documents shall be a default under the lease or rental agreement. In addition, all such leases or rental agreements must comply with the insurance requirements of Article 23.

All leases and rental agreements shall be delivered to the Association before the tenancy commences. Failure of the landlord to do so will result in a monetary charge of \$250.00 for the first offense and \$500.00 for each subsequent offense. Failure to make payment of this charge will be considered a violation of and a breach of these covenants. Other than as stated in this Section 11.2 and in Sections 11.1 and 23.6.1, there is no restriction on the right of any apartment owner to lease or otherwise rent his apartment.

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To Ann Dutton

HIGHLAND GREENS CONDOMINIUM OWNERS ASSOCIATION
41-7 Highland Greens
Port Ludlow, Washington 98365

MEMORANDUM (Continued)

To: Jefferson County Auditor's Office

Section 23.6.1. Occupant Liability/Property Damage Insurance.
If the apartment is leased or rented in accordance with Section 11.2, owner shall maintain premises liability insurance on the premises for bodily injury and property damage. Owner shall name the HIGHLAND GREENS CONDOMINIUM ASSOCIATION as an additional insured. Owner shall furnish Association with a certificate indicating that the insurance policy is in full force and effect, that the Association has been named as an additional insured and that the policy may not be cancelled unless ten (10) days' prior written notice of the proposed cancellation has been given to the Association. While the responsibility to provide this policy is the owner's, the owner may fulfill it by requiring its lessee to provide such a policy.

ATTESTED:

E. J. Mengers
Member of the Board

Edwin J. Stevens
Member of the Board

no notary
no seal
4/18/89
egh.