

RULES AND REGULATIONS
BAYVIEW TOWNHOMES HOMEOWNERS ASSOCIATION
KENT, WASHINGTON
Revised February 26, 2014

The following are the Rules and Regulations adopted by the Board of Directors of Bayview Homeowners Association pursuant to the authority granted to the Board in Section 10.4.1 of the Declaration of Bayview Condominium. We are living in close association with our fellow residents and common courtesy dictates that our actions not infringe on the rights of other residents. These Rules are designed to ensure that each of us achieves the maximum enjoyment of our homes. Each member of the community, whether owner, tenant or guest, must abide by the standards of the community and comply strictly with the Declaration, Bylaws and these Rules to promote the harmony and cooperative purposes of the community. Each owner is fully responsible for the compliance of their family members, guests, tenants and other occupants of the owner's unit while they are within Bayview boundaries.

Monetary Fines: The Board has classified violations of the Rules Governing Documents into four levels with corresponding monetary fines and each rule is followed by a number indicating the level of fine to be imposed after an initial warning:

- (1) = \$ 50.00
- (2) = \$ 100.00
- (3) = \$ 200.00
- (4) = \$ 400.00*

Second and subsequent offenses are double these amounts. An offense shall be considered a "second or subsequent" offense if it occurs within 60 calendar days of the prior or previous offense.

Penalties assessed against an Owner shall be collectable as delinquent Assessments. Fines will be payable to the Bayview Homeowners Association within 10 days of notification and a late fee of \$25.00 per month will be assessed against an Owner for late fine payments. See Article 10.1 of these Rules.

Application of Payment as per the Bayview Collection Policy: Payments received shall be applied to amounts owed as follows: first to interest accrued; then to the administrative late fee; then to any costs and reasonable attorneys fees incurred in collection; then to fines; and lastly to special and periodic assessments.

ARTICLE 1. COMPLAINT PROCEDURE AND ENFORCEMENT

1.1 The Board of Directors has the authority to enforce the rules. Please notify the Property Manager or a Board member in writing if there is a problem. E-mail is considered a written notification. The Board has delegated to the Property Manager the authority to take rules enforcement action consistent with the Due Process Rules Enforcement Procedures, including request for compliance and fines.

1.2 Unit owners are responsible for the conduct of all members of their family or household and for the conduct of their tenants, guests and pets. Each unit owner and tenant is jointly and individually financially responsible for any damage done to condominium property or to the property of other owners by all the members of their family or household, their tenants and their guests. Both the unit owner and a non-owner violator may be assessed penalties for violation of the rules. Penalties assessed against the unit and the unit owner shall be collectible as delinquent assessments.

1.3 Enforcement of the provisions of the Declaration, Bylaws and Rules and Regulations shall be done in accordance with Due Process Rules Enforcement Procedures which have been adopted.

ARTICLE 2. DELINQUENCIES

2.1 "Assessment" means all sums chargeable by the Association against an Owner including, without limitation, regular and special Assessments, fines imposed by the Association, interest and late charges on any delinquent account, costs of collection, including reasonable attorney's fees, incurred by the Association in connection with the collection of a delinquent Owner's account, costs and attorney fees incurred by the Association in connection with the enforcement of the Governing Documents, and all other sums payable by an Owner to the Association as provided in the Governing Documents. Delinquent assessments may be referred to the Association attorney in accordance with the collection policy.

2.2 Regular monthly Assessments are due on the first day of every month. A late fee of \$25.00 per month will be assessed by the Association against any Assessment account, which is not paid in full by the 15th day of the month.

2.3 An additional fee of \$40.00 will be charged by the Property Manager to an Owner for each check which is returned unpaid.

ARTICLE 3. EXTERIOR CONDITIONS

3.1 In order to preserve the uniform exterior appearance of the buildings and the common areas and facilities visible to the public, the Board of Directors has the sole authority to provide for the painting and other decorative finish of the buildings, decks, patios, or other common or limited common areas and facilities and to prescribe the type and color of such decorative finishes. The common and limited common areas and facilities shall not be reconstructed, rebuilt, altered, removed or replaced except by the Association acting through the Board of Directors. Owners are prohibited from modifying the structure or decoration of the buildings, decks or patios, stairways, yard areas or other common or limited areas and facilities, including screens, doors, awnings, rails or other portions of each unit and building visible from the exterior, without the prior approval of the Board of Directors. Exterior visible window treatments, including draperies must be white or off-white in color. No sheets, paper or partial window treatments are allowed. (2)

3.2 Driveways, walks and other portions of the common areas and facilities designed for access shall be used exclusively for normal ingress and egress and no obstructions including, but not limited to, flower pots and planters, shall be placed therein unless permitted by the Board of Directors or by these Rules and Regulations. (1)

3.3 Littering is prohibited. (2)

3.4A Nothing may be placed on or hung over decks, patios, porch railings or fencing except for temporary planter boxes which must hang on the inside of the railing and window sills.

Where the safety of a child is concerned a Board approved white plastic fencing may be temporarily attached to the inside of the deck railing as long as no permanent damage is done to the railing (i.e. drilling). An Architectural Modification Form must be completed describing fencing and method of attachment and submitted to the Board for approval before installation. (2)

3.4B No accumulation of garbage, waste, paper, boxes, garbage cans or appliances is allowed. No gardening tools, empty flower pots, potting soil, storage shelves or other inappropriate items shall be placed or stored on decks, patios, or porches. Standard outdoor/deck storage containers are allowed for storage on decks or patios. Bicycles and toys must be stored in garages when not in use. (2)

3.4C No flammable liquids, lumber, firewood, paint cans or dangerous chemicals are to be stored on decks, patios or other storage areas. (2)

3.5 No exterior clothesline shall be erected or maintained and there shall be no drying or laundering of clothes, blankets, beach towels or rugs, etc. on the patios, decks or other common or limited common areas. (1)

3.6A Except as specifically provided in this Section, no signs, pictures or posters of any kind shall be displayed to the public view on or from any unit or from the common areas and facilities without the consent of the Board of Directors. This prohibition shall not apply to "for sale" signs, provided that they are reasonable with respect to size and appearance and they are placed in a unit window only. (1)

3.6B Seasonal decorations may be installed or hung from the patio or windows providing such decorations do not violate the insurance provisions or any law or ordinance. All seasonal decorations must be removed within two weeks of season's ending. Candles and other flammable decorations are prohibited on decks, patios and windowsills. All outdoor lighting must be UL approved. The Board has the right to limit any decorations. (1)

3.6C The building exterior light fixtures may not be used for conversion to electrical outlets for the purpose of powering decorations, any electrical appliances or other electrical loads. Any other use of these 100 Watt rated light fixtures except as light fixtures constitutes an electrical and fire hazard which may damage the light fixture wiring and could possibly overload the building light's, photocells and is prohibited. The HOA may remove or cause to be removed at the homeowners expense any electrical devices placed in the light fixture that are in violation of this rule. (2)

Note: Extension cords may be run underneath the garage door.

3.7 No owner or occupant shall install or have installed wiring for electrical, telephone installation, television antenna, television cable or cable splitter boxes on the exterior of the buildings. No owner or occupant shall install machines or air conditioning units, etc. on the exterior of buildings or that protrude through a window, wall or roof of any building except as authorized by the Board, in writing, prior to any work being done. (2)

3.7A No owner or occupant shall puncture, damage or compromise in any way the integrity of the waterproof siding or sheathing as this could cause water intrusion, mold, or structural damage. (3)

3.7B No owner or occupant shall have a Satellite Dish installed without submitting a completed and signed Satellite Dish Request Form, a \$150. dish removal deposit and receive Board approval prior to installation. (3)

3.8 Owners will bring in their garbage and recycling containers on the day of collection. (1)

3.9 No personal property such as barbecues or lawn furniture etc. shall be permanently placed on common elements. Portable or temporary swimming pools may be used on decks or patios only, and water must be emptied when not in use. (1)

ARTICLE 4. INSURANCE

4.1 No unit owner or occupant shall permit anything to be done or kept in the units or in the common or limited areas and facilities which will increase the insurance premiums thereon or result in the cancellation of such insurance on any unit or any part of the common or limited areas and facilities, without the consent of the Board of Directors. Additionally, there shall be no storage of gasoline or other volatile combustibles on the premises. (3)

ARTICLE 5. NOISE AND OFFENSIVE ACTIVITIES

5.1 Quiet hours are from 10:00 p.m. to 8:00 a.m. seven days a week. Please take extra care to keep the noise level down during this period. As a general guideline, sustained noise which can be heard by your neighbors with windows and doors closed is too loud. For noise disturbances, call 911 and the Property Manager. (2)

5.1A No noxious, offensive or threatening activity shall be carried on in any Unit, Common or Limited Common Element at any time that may be or become an annoyance or nuisance to other residents, including but not limited to disturbances from stereo's, musical instruments, vehicles or any loud noises. (2)

For noise disturbances, call 911 and e-mail or mail a written complaint to the Property Manager.

5.2 For safety reasons the Board recommends that family members not be allowed to play in driveways, parking lots or streets. To help prevent property damage skateboarding is prohibited on Common Area. Children must be under adult supervision in the play area and Common areas. (1)

5.3 Major construction and remodeling activities shall be carried on in the Complex only between 8:00 a.m. and 6:00 p.m. on weekdays, excluding holidays, unless prior approval for performing such work on weekends has been granted by the Board. (2)

5.4 No rubbish or debris of any kind shall be dumped, placed, or permitted to accumulate in any portion of the Condominium except in appropriate containers and locations provided for the collection of same. (1)

5.5 No Owner shall overload the electric wiring or operate any machines, appliances, accessories or equipment in any manner which, in the judgment of the Board, causes an unreasonable disturbance to others, or connect any machines, appliances, accessories or equipment to the heating system, or to the plumbing or electrical system which might overburden the facilities or affect any other unit or the common areas, without the prior written approval of the Board. (2)

5.6 THE CONDUCT OF VISITORS, IN OR OUT OF A UNIT, IS THE RESPONSIBILITY OF THE RESIDENT.

5.7 Residential Units. The Units shall be used exclusively for single family residential purposes, for the common social, recreational or other reasonable uses. No Trade or Business of any kind may be conducted in or from any Unit except that an Owner or Occupant residing in a Unit may conduct Business activities within the Unit only if: (2)

(a) the existence or operation of the business activity within the Unit is not apparent or detectable by sight, sound or smell from the exterior of the Unit;

(b) the business activity conforms to all zoning requirements for the Condominium;

(c) the business activity does not involve the employment in the Condominium of persons who do not reside in the Condominium;

(d) the business activity does not involve persons coming into the Condominium who do not reside in the Condominium;

(e) the Business activity does not increase the liability or casualty insurance obligation or premium of the Association; and

(f) in the sole discretion of the Board, the Business activity is consistent with the residential character of the Association and does not constitute a nuisance, hazardous, offensive or illegal use.

ARTICLE 6. PARKING/VEHICLES

6.1 Speeding and unsafe driving is prohibited. All motor vehicles must obey the posted speed limit and intersection STOP SIGNS. The speed limit posted for the complex is 15 MPH. (3)

6.2 All vehicles parked in the Condominium must be registered with the property management company and have a parking permit sticker posted on their windshield. Residents must notify Property Manager of vehicle information changes. Vehicle registration will be updated annually. (1)

6.3 All vehicles parked in the Condominium shall bear valid license plates and tabs. Vehicles must be in running condition and capable of movement at all times. No inoperable vehicles may be stored in the Condominium at any time. Flat tires must be repaired immediately. (1)

6.3A Vehicles may not be stored in uncovered parking spaces. Uncovered parking stalls are for visitor and homeowner use on a first-come-first serve basis. Resident vehicles not being used on a regular basis (at least every 3 days) cannot be stored in uncovered parking stalls and must be parked in the homeowners' garage or off-site. Guest vehicle parking for more than 3 days requires registration with the Board and a permit. (2)

6.3B Garages shall only be used for parking of motor vehicles. No garage shall be used for a storage, work or shop area if such use impairs the ability of the owner of such garage to park vehicles therein. Two vehicles must be parked in a two-car garage and one vehicle in a one-car garage. Vehicles may be parked in front of your garage door, nosed in not backed in, as long as no part of the vehicle or attachments protrude beyond the cement curb dividers and into the roadway. No vehicle shall be parked in a manner that obstructs roads, another vehicle, or takes up more than one parking space. (2)

6.3C Owners with multiple vehicles must first park the appropriate number of vehicles in their garage, second in their driveway providing that vehicle does not violate Article 6.3B above, only then may a visitor parking stall be used. (2)

6.4 No motor rebuilds, body work, major vehicle repairs, oil or coolant changes shall be done on the property. Only very minor adjustments of vehicles are allowed with prior board approval. No work that can produce spillage of any kind on the ground is allowed. (2)

6.5 NO PARKING AT ANY TIME IN A FIRE LANE. (Immediate Towing)

6.6 Parking spaces are restricted to use for parking of operative passenger motor vehicles. No other types of vehicle(s), equipment, mobile home, trailers, commercial vehicles, campers, boats, RV's or other items shall be parked, kept, maintained, placed, constructed, remodeled, reconstructed or repaired in the driveway or any parking space. The Board of Directors may require removal by the owner thereof of any improperly parked vehicle, inoperative or unsightly vehicle, and any other equipment or item improperly stored in parking spaces. If the vehicle is not removed, the Board may cause removal at the risk and expense of the owner thereof. (2)

6.7 Car washing is permitted at the four designated car wash taps only. Parking in these four spaces other than for the purpose of car washing is not permitted. (2)

6.8 NO PARKING ALLOWED IN MAIL PICKUP PULLOUTS.

The vehicle pullout areas located by both Mail Kiosks are for short-term stopping for mail pick up only. AS AN EXCEPTION, the pull out area adjacent to the mail kiosk closest to the front entrance may be used as posted for overnight parking ONLY from 9:00 p.m. to 9:00 am. Stopping or standing on the roadway in front of the first mail kiosk and blocking the flow of traffic into the complex is strictly prohibited.

Vehicles parked in a Fire Lane or in the Mail Pickup areas are subject to immediate towing at homeowners expense without notice. (2)

6.9 Vehicles parked on or blocking sidewalks, beyond curbs, on lawns or other non-designated parking area are subject to immediate towing, without notice, at owners expense. (2)

6.10 Vehicles parked in, or blocking access to another resident's driveway, or unit, are subject to immediate towing, without notice, at owners expense. (2)

6.11 When available, motorcycles must use the marked motorcycle stalls. (2)

6.12 Motorcycle stalls are for motorcycles parking only, other vehicles parked in posted motorcycle stalls are subject to immediate towing, without notice, at owners expense. (2)

6.13 When a parking fine has been levied, and the owner refuses to pay, and the offense continues, the vehicle may be towed without notice, at owners expense.

ARTICLE 7. PETS

7.1 All dogs and cats must be licensed. (Tags worn on outside of collar)

7.2 Small to medium well-behaved domestic pets are allowed, however, pet owners are responsible for their pets. Exceptions can be made by the Board of Directors in regards to size. Residents must take all care required to ensure that their pets do not disturb other residents by creating a nuisance or excessive noise or by threatening or assaulting other residents or their pets. (2)

7.3 All pets including cats must be on a leash or in the arms at all times when outside. Pets may not be left unattended, tied outside a unit, on patios or decks or any other part of the common areas. (2)

7.4 Residents keeping a pet are jointly and individually responsible for any damage which their pet may do to common areas and facilities or to the property of another owner. Damage done by a pet to the personal property of another owner is a matter strictly between the pet owner and the person whose property is damaged. (2)

7.5 Pet owners shall immediately clean up and remove any defecation or waste created by their pet. (3)

7.5.1 Throwing or disposal of pet waste bags into the green belt area or onto lawns or other common or limited common areas is prohibited. (3)

7.6 Pets are to be fed inside the unit only. Pet food dishes are not allowed to be left on decks or patios (1)

7.7 There shall be no breeding of animals on the premises for private or commercial use. (3)

7.8 The Board of Directors may require the removal of any animal which the Board in exercise of reasonable discretion finds disturbing other unit owners unreasonably or if the owner continues to violate the rules concerning pets, and the Board may exercise this authority for specific animals even though other animals are permitted to remain.

7.9 Every pet should be registered with the Property Manager.

7.10 No exotic pets are permitted on the property. (2)

ARTICLE 8. RENTALS (All rentals are governed by the 2nd Amendment of the Bayview Governing Documents)

8.1 **Prior approval of the Board is required for all rental or lease agreements to ensure compliance with the Association Rental Cap and will have a \$150 lease review fee. (2)**

8.2 After receiving Board approval, owners renting or leasing their units shall provide the Board or management company with a copy of the prospective tenant's Application for Tenancy, written rental agreement and a check for the \$150.00 lease review fee. (2)

8.3 Owners renting or leasing a unit must provide their tenants with a copy of all rules of the condominium. Owners will be notified of tenant's failure to comply with the rules and will be held financially responsible for any violations of the rules by tenants and their guests and be responsible for obtaining compliance. (2)

8.4 Owners shall complete and submit a Owner/Renter Registration Form providing the names, telephone numbers and vehicle information of their tenants to the Board. (1)

8.5 If an Owner fails to evict a tenant who is in continuing violation of the rules, the Board of Directors may take appropriate action to do so and charge the Owner for the expenses incurred.

ARTICLE 9. LANDSCAPING

9.1 Hanging flower baskets must be mounted properly to wood trim only and cannot hang over deck railings or sit on outer edges. Such hanging baskets must be watered and maintained by homeowner. (2)

9.2 Planters must be on patio, deck or front porch only and must not block ingress or egress to any door way or to sprinkler or electrical closets. (2)

Homeowner will be monetarily responsible for any damage to deck caused by over weight planters, sliding of items across deck surface or placement of too many planters.

9.3 Personal plants must be alive and growing and must be watered and maintained by the homeowner. No planters with dead plants are allowed on decks, patios or porches. No planter containers in flowerbeds or common areas. Plants must be taken out of containers and planted directly in the ground. (2)

9.3A Once the season for the plant is past or the plant has died, it must be removed and the ground neatly covered so no holes are visible. (1)

9.3B No plastic or faux flowers or plants are allowed in the flowerbeds or common areas. (1)

9.4 No edging, bricks or borders allowed without approval of the Board. (1)

9.5 Empty planter boxes must be stored in the garage/storage areas, not on patios, decks, porch or under stairways. (2)

ARTICLE 10. MANAGEMENT AND UPKEEP OF THE CONDOMINIUM.

(Reference RCW 64.34.328 and Articles 10.4.1(r) and 10.4.4 of the declaration)

10.1 No unit owner shall unreasonably restrict, impede or otherwise deny the association or to their agents or employees access to his or her unit for the purposes of maintenance, repair, or replacement of the common elements, including the limited common elements, or the units.

This shall include, but is not limited to: Water/plumbing leak investigation or repair, roof leak investigation or repair, dryer vent cleaning and maintenance/repair.

Due to the potentially serious nature of this offense (may cause water damage, or fire damage or death), a level 4 fine is assigned to this offense. (4)

In addition to the initial level 4 fine, \$25 per day will be assessed and subsequently \$50 per day starting on the 31st day until access to the unit is allowed and the fine is paid in full.

10.2 Each Unit Owner shall, at his sole expense, have the right and the duty to keep the interior of his Unit and its improvements, equipment, appliances, and appurtenances in good order, condition and repair.

To protect the safety of other residents and the common areas, all smoke detectors must be maintained in proper working order. (4)

CERTIFICATE OF ADOPTION

The Vice president and Secretary of Bayview Homeowners Association certify that the foregoing Rules were duly adopted by the Board of Directors in accordance with the procedures provided in Section 10.4.1 of the Declaration at a meeting held on Dec 10, 2003 and shall be effective on the 15th day of January 2004.

BAYVIEW HOMEOWNERS ASSOCIATION

The undersigned President and Secretary of Bayview Homeowners Association certify that the foregoing Rule Revisions were duly adopted by the Board of Directors in accordance with the procedures provided in Section 10.4.1 of the Declaration at a meeting held on February 26, 2014 and shall be effective on the 15th day of March, 2014.

President: Thomas R. Geer, President Thomas R. Geer 02/26/14

Secretary: Norma Jean Craig, Secretary Norma Jean Craig 02/26/14