

RULES AND REGULATIONS

Vintage 1 Homeowners Association

1. GENERAL INFORMATION

- 1.1. The Board of Directors has the authority to adopt rules and regulations pursuant to RCW 64.38.020 and Declaration Sections 4.2 and 6.1.
- 1.2. These Rules and Regulations are intended to insure compliance with the general guidelines of the Declaration and to promote the comfortable use and enjoyment of the Property and to govern the operation and procedures of the Association.
- 1.3. The Rules and Regulations are intended to supplement the Declaration and Bylaws. In the event and of the Rules and Regulations conflict with the Declaration or Bylaws, the Declaration or Bylaws will control.
- 1.4. Lots may only be used for single family residential purposes.
- 1.5. It is the responsibility of Owners to notify their tenants, licensees, invitees, relatives and guests of the requirements of the Rules and Regulations. Owners must provide copies of the Declaration, Bylaws and Rules and Regulations to all tenants.

2. SIGNS

- 2.1. Except as provided in this rule, no sign of any kind shall be displayed to the public view on or from any Lot without the prior written consent of the Board of Directors.
- 2.2. Standard "For Rent" and "For Sale" signs advertising a Lot for sale or rent are allowed on Lots as long as they do not exceed five square feet in size.
- 2.3. "Open House" and "Garage Sale" signs may be posted in the Common and in the Owner's Lot on the day of the event only.

3. NOISE

- 3.1. Noise must be controlled at levels that do not disturb or become an annoyance to other Owners or Tenants, including but not limited to noise from parties, musical instruments, barking dogs, stereos, televisions, car stereos, radios or similar equipment.
- 3.2. Quiet Hours are daily from 10pm to 8am. Owners shall avoid making noise detectible from neighboring lots during quiet hours.
- 3.3. Fireworks are prohibited.

4. PARKING/VEHICLES

- 4.1. Parking on the sidewalks is prohibited.

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- 4.2. Street parking is discouraged. The City of Sammamish prohibits vehicles from parking on the street for more than 72 consecutive hours. Vehicles parked on the street for more than 72 consecutive hours will be reported to the City of Sammamish.
- 4.3. No repairs or overhauls of vehicles are allowed in Common Area. Repair work may be performed on an Owner's Lot in the driveway and garage only. If repair work is performed in a driveway, the vehicle must be garaged overnight.
- 4.4. No motor vehicles, inoperative for reasons of mechanical failure may be parked and/or stored on any Lot or in the street right-of-way for more than 72 hours.
- 4.5. Vehicle Owners shall be liable for the cleanup of oil, gasoline, anti-freeze, or other fluids that spill in the Community.
- 4.6. No Commercial-type trucks, campers, trailers, motorhomes, boats or motorcycles shall be parked or permitted to remain on any Lot, unless the same is stored or placed in a garage, in a rear yard area screened from adjoining lots, or in a screened carport. No such vehicles shall be parked overnight on any street adjoining any Lot, provided that such vehicles belonging to guests may occasionally be so parked.

5. COMMON AREAS/PARKS

- 5.1. Nothing shall be placed or constructed in any Common Area without the prior written permission of the Board.
- 5.2. Any food/or beverages taken into the Community Park, along with any garbage created, must be removed when occupant leaves.
- 5.3. The Community Park Quiet Hours are daily from 10pm to 8am. Owners shall avoid making noise detectible from neighboring lots during quiet hours.
- 5.4. The cost of any damage, replacement or repair (ordinary wear and tear excepted) caused by the careless or negligent use of the Common Area shall be paid for by the person responsible for such damage, replacement or repair. Owners shall be responsible for the actions of their licensees, invitees, guests and tenants.
- 5.5. All Common Areas are for the exclusive use of the Residents and their guests and shall be used at their own risk. Common Areas may not be used by organizations, groups or for business purposes without the prior written consent of the Board of Directors.
- 5.6. Common Areas may only be used for the purpose they are intended.

6. PETS

- 6.1. Owners must immediately clean up after their pets while in Common Areas and must discard any pet waste in a properly secured bag in an appropriate receptacle.
- 6.2. Owner's must clean up pet waste from their Lot on a regular basis and maintain their Lot in a clean, neat and odor free condition and shall not allow pet waste in

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any other Lot.

- 6.3 Pets are not allowed to run loose in the Community. All pets shall be on a leash or carried at all times when not on the owner's Lot.
- 6.4 Pets are not allowed in any Common Areas with bark or mulch, regardless of whether or not they are on a leash.
- 6.5 Pet Owners are responsible for damage caused by their pets.
- 6.6 Pets may not make noise or bark in a manner that becomes an annoyance to Owners.

7. GARBAGE

- 7.1. Garbage containers, debris containers and recycle bins are to be put out and taken in within 24 hours of pickup and must be otherwise stored out of view from the adjoining homes, streets or roadways and may not be stored in any Common Areas.
- 7.2. Garbage and debris containers must have lids tightly attached at all times when placed curbside for pick-up. Recycling bins must also be secured to prevent scattering from wind.

8. OUTSIDE APPEARANCE

- 8.1. The interior and exterior of the structures on Lots, as well as the landscaping and fences, must be kept in a clean and sanitary condition, free of rodents and pests, and in good order, condition and repair. Owners are responsible for redecorating, painting, landscaping and the maintenance necessary to maintain the appearance and condition of the structures and landscaping on the Lots.
- 8.2. Personal possessions may not be stored or kept on Lots in manner that creates unsightly or unsafe conditions.
- 8.3. Driveways shall not be used for storage. No accumulations of any kind are allowed for more than 72 hours.
- 8.4. Lawns must be mowed and trimmed on a regular basis. At no time may weeds or grass exceed six inches in height.
- 8.5. Owners must remove all moss within 30 days of being notified by the Board. This includes rooftops, driveways, streets and sidewalks.
- 8.6. All portions of trees and shrubs below eight feet in height must be set back and trimmed a minimum of twelve inches from Common Areas and sidewalks. Portions of trees over eight feet in height may overhang sidewalks.

9. UTILITY CHARGES

- 9.1. Except to the extent otherwise provided, owners are responsible for all charges for installation, changes and repairs to utilities, drainage and sewer system for their

Lots (even if occurring outside of the Lot). If a joint problem exists, all of the affected Lots shall divide the total costs equally unless the problem was caused by one Owner, in which event that Owner shall be responsible. The Board, Association, and Managing Agent shall be held harmless for all associated costs.

10. SATELLITE DISHES

- 10.1. Satellite dishes are prohibited except as specifically authorized in this rule.
- 10.2. Permitted satellite dishes include antennas that are one (1) meter or less in diameter designated to receive: (a) direct broadcast satellite services, including direct-to home satellite services, (b) video programming services via multipoint distribution services, including multi-channel multipoint distribution services, instruction television fixed services and local multipoint distribution services, or (c) television broadcast signals (collectively, "Permitted Dish").
- 10.3. Permitted Dishes may be placed on the rear or side portion of a Lot. Such placement does not require prior Board approval. However, if an acceptable signal cannot be received from the rear or side of a Lot, a Permitted Dish may be placed on the front portion of a Lot provided that written notice is given to the board prior to the installation of the Permitted Dish. The Board may not withhold its consent if an acceptable quality signal cannot be received from the rear or side of a Lot.
- 10.4. Any Permitted Dish shall be painted or screened so that it blends into the background against which it is mounted, provided that such painting or screening does not interfere with reception or cause undue additional cost.

11. DUE PROCESS ENFORCEMENT PROCEDURES

- 11.1. Authority. The Board of Directors is authorized and empowered to investigate, hear and determine all complaints concerning violations by any unit owner, tenant or occupant of the Declaration, Bylaws, or Rules and Regulations ("Governing Documents") or of any decision of the Board made as provided in the Governing Documents. The Board is further authorized and empowered to impose fines as may be allowed herein in amounts not to exceed the maximum rate established by resolution of the Board on any person whom it finds to have violated the Governing Documents.
- 11.2. Informal Dispute Resolution. It is the intent of the Association that an informal process be encouraged prior to the initiation of a formal complaint against an owner, tenant or other occupant of a unit. To that end, any owner, tenant, occupant or employee or agent of the Association has the authority to request that an owner, tenant or occupant of any unit cease or correct any act or perform any omission which appears to be in violation of the Governing Documents or of any decision of the Board made as provided in the Governing Documents.
- 11.3. Written Complaint. If the dispute or violation is not resolved informally then a complaint may be filed by any unit owner, tenant or occupant, including a member

of the Board, or may be filed by an employee or agent of the Association (referred to as the "complainant"). The complaint shall contain a written statement of the problem necessitating the complaint setting out in simple and concise language the acts or omissions with which the alleged violator (referred to as the "respondent") is charged. The complaint shall identify the specific provisions of the Governing Documents or decision of the Board which the respondent is alleged to have violated. The written complaint shall state as many of the specifics as are available regarding time, date, location, nature of violation, persons involved, etc. The complaint shall also state the efforts that were made to resolve the matter informally, if any. The NOTICE OF WARNING, INFRACTION AND/OR FINE form, attached hereto, may serve as the complaint.

11.4. Service of Complaint. After receipt of the complaint, the NOTICE OF WARNING, INFRACTION AND/OR FINE form shall be served upon the respondent, at the respondent's address of record, if an owner, and at the Unit address if a non-owner occupant. Service of the NOTICE OF WARNING, INFRACTION AND/OR FINE shall be by leaving same with the respondent personally, by leaving same with a person of suitable age and discretion at the respondent's residence or by first class mail.

11.5. Notice of Respondent's Rights and Hearing. If an appeal hearing has been requested, a Notice of Rights and Hearing, which shall be in substantially the form attached hereto but may contain additional information as the Board may deem to be appropriate, shall be served on the respondent and complainant, at least ten (10) days prior to any such hearing date.

11.6. Default. Failure of one party to appear at a scheduled hearing, where that party prior to the hearing has failed to show good cause why the hearing should be rescheduled, does not preclude the Board from proceeding with the hearing, receiving evidence from and hearing arguments by the other party and making a decision in the matter. Upon failure of the complainant to appear, the Board may, in its discretion, drop the matter.

11.7. Hearing Procedure

11.7.1 Conduct of Hearing. The hearing shall be heard by the Board of Directors sitting as a Hearing Board. The respondent shall appear in person or by a duly authorized representative. The President, or in his or her absence the Vice President, shall preside over the conduct of the hearing and shall make any necessary evidentiary rulings. The hearing shall be informal. At the beginning of the hearing the President shall explain the rules and procedures by which the hearing is to be conducted.

11.7.2 Order of Proceedings. The order of proceedings shall be as follows:

- (a) Each party to the proceeding is entitled to make an opening statement.

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- (b) Each party is entitled to produce evidence, witnesses and testimony. The other parties are entitled to cross-examine any witnesses and the opposing party.
- (c) Each party is entitled to make a closing statement.
- (d) Any member of the Board may question any party or witness. The Board members may, on their own motion, call additional witnesses or secure tangible evidence.
- (e) Each party has the right to representation by counsel at his or her own expense.
- (f) Either party or the Board may cause the hearing to be transcribed at his, her or their own expense.

11.7.3 Rules of Evidence. Any relevant evidence which is not privileged is admissible regardless of whether the evidence is hearsay or otherwise inadmissible in a court of law.

11.7.4 Assurance of Voluntary Compliance. The Board in its discretion, in lieu of or in addition to calling the hearing, may accept a written Assurance of Voluntary Compliance from any respondent. Giving an Assurance does not constitute an admission that a violation has taken place. The Assurance may include a stipulation for payment by respondent to the complainant and/or the Association. From time to time, a person who has made an Assurance of Voluntary Compliance shall provide all information the Board reasonably requests to determine whether the respondent is in compliance with the Assurance. The Board is not precluded from further action by its acceptance of an Assurance of Voluntary Compliance in the event that the respondent violates the terms of that Assurance.

11.8. Decision and Order.

- 11.8.1 As soon as possible, but in no case more than ten (10) days after the close of the hearing, the Board shall meet in executive session to deliberate and reach a decision. The decision of the Board shall be in writing and, if a violation is found, shall state the particular violation(s) found.
- 11.8.2 Upon a decision that a violation has occurred, the Board may order that the respondent shall do or refrain from doing any act necessary to cause the respondent to comply with the provisions of the Governing Documents and/or any decision of the Board. The order of the Board shall become effective ten (10) days after it is served on the respondent in the manner provided above, unless the Board otherwise provides in its order.
- 11.8.3 The Board may provide in its order for the imposition of a reasonable fine not to exceed the maximum amounts set from time to time in accordance with the Association's fine schedule. The fine may include a daily fine in the event that the respondent does not comply with the order of the Board,

including the payment of the fine, within the allotted time. Any fine or charge so imposed by the Board shall be the personal obligation of the person against whom it is imposed, shall constitute a lien upon the Unit owned or occupied by that person, and may be collected in the manner provided in the Declaration in same manner as for assessments.

11.8.4 The decision of the Board shall be served on each party to the matter forthwith in the manner provided above. A copy of the decision and order shall be sent to the Secretary of the Association and shall be included in the books of the Association.

11.9. Judicial Enforcement. Failure to comply with a decision of the Hearing Board following notice of a violation and an opportunity for a hearing, shall be grounds for an action by the Association to recover sums due for damages, which shall include any fines levied by the Hearing Board and any costs incurred by the Association in connection with the proceedings before the Hearing Board, or for injunctive relief, or both, maintainable by the Association. In any action brought as provided in this Section, the prevailing party shall be entitled to recover as part of its judgment a reasonable sum for attorney fees reasonably incurred in connection with the action, in addition to its expenses and taxable costs.

12. FINE SCHEDULE

12.1. The Board will enforce the following fine schedule for violations of the Association's Governing Documents, including, but not limited to, the Covenants, Bylaws, Rules & Regulations, and any decision of the Board:

1st violation: Warning and/or up to \$50 fine, unless otherwise provided in specific Rule.

2nd violation of the same rule: Fine up to \$100, at the Board's discretion, unless otherwise provided in specific Rule.

3rd or more violations of the same rule: Fine up to \$200, at the Board's discretion, unless otherwise provided in specific Rule.

Continuing Violations. Each and every day a violation continues shall be considered as a separate offense and will be subject to an additional fine of \$10 per day, beginning ten (10) days after the owner is notified of the fine until the violation is corrected.

Handwritten signatures and dates: The first signature is in black ink with the date 4/14/15. The second signature is in black ink with the date 4/14/15. The third signature is in blue ink with the name 'George Malone' and the date 4/14/15.

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NOTICE OF WARNING, INFRACTION AND/OR FINE

TO: _____, respondent

UNIT: _____

This is to notify the respondent that the Association has received a complaint against the respondent concerning violation of the Governing Documents of the Association as follows (state with specificity the nature of the violation and the pertinent rule, regulation, etc.):

Check one or more of the following, as applicable:

This is your Notice of Warning. You have _____ days to either correct the infraction and/or remove the violating condition. If you fail to do so, then the Association will proceed with formal enforcement.

The respondent has previously been sent a Notice of Warning concerning the above stated infraction but has failed to correct the situation.

The respondent is assessed a fine of \$_____ under the authority of the most recent resolution of the Board for fines to be imposed in the case of infractions. The fine is is not a continuing fine. (A continuing fine is one that can be imposed in the above stated amount for each and every day, month or other specified time period that the infraction which is the subject of this Notice continues.)

Imposition of the above fine is suspended for _____ days (no less than five (5) days). If the infraction is corrected within that time, then the fine will be rescinded.

The Board has set this matter for a hearing. See accompanying Notice of Rights and Hearing Before Condominium Board. At the hearing, the Board will decide the validity of the infraction(s) and fine(s) to be imposed, if any.

Right to Appeal If this is other than a Notice of Warning, you have the right to appeal the action taken above to the Association's Board of Directors. In such case, imposition of any fine imposed will be suspended pending determination of the appeal by the Board. If you wish to appeal, you must deliver written notice of the same to the Association's Secretary or the Association's Manager within fifteen (15) days after service or delivery of this Notice to the respondent. The request for appeal will not be deemed to have been delivered until actual receipt by the Association's Secretary or the Association's Manager.

Signed: _____

Date: _____

Title: _____

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NOTICE OF RIGHTS AND HEARING BEFORE CONDOMINIUM BOARD

RESPONDENT: _____

COMPLAINANT: _____

Please be notified that a hearing will be conducted before the Vintage 1 Homeowners Association Board of Directors at _____ O' clock ____m. on _____ day, _____, 20__ upon the charges made by complainant in the complaint attached to this Notice. In the event that you are not present at the hearing a decision may be made against you.

You have the right to be present at the hearing and to be represented by counsel at your own expense. You are entitled to present any relevant witnesses or other evidence and will be given full opportunity to cross-examine any witnesses presented by the other party.

If any of the parties can show good cause as to why they cannot attend the hearing on the above date, they must submit a written request to the Condominium Board at least forty eight (48) hours prior to the scheduled hearing date.

Failure to appear or to obtain an order rescheduling the hearing will constitute a "default" as per the attached enforcement procedures and the Condominium Board may proceed with the hearing.

The respondent may admit to the complaint in whole or in part. In that event, the Condominium Board may hold a hearing as to any mitigating circumstances or to determine the appropriate penalty or may make a determination to waive the hearing and simply impose a penalty, if any.

DATED: _____

Secretary or Association Manager