

RULES AND REGULATIONS

For VINTAGE 1 HOA

1. GENERAL RULES

- 1.1 The purpose and intent of these Rules and Regulations is to provide sensible and reasonable control over the use and operation of certain aspects of the Community. In the opinion of the Board, these Rules and Regulations are necessary to protect the Residents and to assure all Owners insofar as possible, a pleasant community atmosphere for enjoyable living.
- 1.2 These Rules and Regulations are intended to supplement the Declaration and Covenants, Conditions, Restrictions, Easements and Reservations (herein referred to as "CC&R"), Bylaws, and state and local statutes and ordinances governing homeowners associations and those living in this Community. Please familiarize yourself with these documents and laws. Many of the terms used in these Rules and Regulations are defined in the CC&R. In event of any conflict between the terms of the Rules and Regulations and the CC&R or Bylaws, the latter shall prevail.
- 1.3 The Rules and Regulations, CC&R, and Bylaws cover the individual(s) who hold the title to the Lot and, if applicable, the individual(s) leasing or renting the Lot, and their invitees, licensees, guests (herein referred to as "Owners" or "Residents"). Lots are to be used solely as a private dwelling, and Residents may not use the Lot or permit its use for any other purpose.
- 1.4 As provided in the Bylaws, the Board of Directors may amend these Rules and Regulations at its sole and exclusive discretion. Any changes to this document will be disseminated to all Owners.
- 1.5 Owner communications regarding questions, comments, or proposed changes for these Rules and Regulations shall be directed to the Board of Directors, and must be submitted in writing.
- 1.6 Prior to taking any action that may violate the Rules and Regulations, CC&R, or Bylaws, an Owner shall send a written request to be heard and to seek Board opinion as to whether such action is a violation. As provided in the Bylaws, any opinion of the Board made in its sole and exclusive discretion is binding on this particular Owner after said opportunity to be heard. Said opinion may or may not be binding on any other Owner. In the event that said action does violate the Rules and Regulations, CC&R, or Bylaws, the Board may or may not grant a waiver in its sole and exclusive discretion. Said decision shall be binding on the Owner, and may or may not be binding on any other Owner. Any action taken prior to a written waiver request or decision of the Board shall be a violation of the Rules and Regulations.
- 1.7 All Owners, licensees, invitees, tenants, guests, and pets are subject to the Rules and Regulations.
- 1.8 It is the responsibility of the Owner to notify its tenants, licensees, invitees, relatives, and guests of these rules. Owners shall provide a copy of these rules to all tenants.
- 1.9 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, except for "For Rent" or "For Sale" signs in a form not prohibited by any rules and regulations of the Board. "Open House" and "Garage Sale" signs can be posted in the common areas on the day of the event only.

2. GRIEVANCE FINE PROCEDURE

- 2.1 The Grievance Fine Procedure is for violations of the Rules and Regulations, CC&R, or Bylaws.
- 2.2 In the event of a perceived violation, the complaining party must notify the violating party in writing, with a copy sent to the Board, identify the perceived violation, and request that the violation cease or be corrected immediately.

- 2.3 If the perceived violation is not corrected immediately, the complaining party must then send a written notification to the Board. The Board will investigate and, at the sole and exclusive discretion of the Board, issue a Notice of Violation to the Owner. The Notice will demand that the violation(s) be corrected or cease no later than ten (10) days from the date of Notice. If the Owner does not immediately dispute the Notice of Violation in writing or otherwise object in writing to the Board, the violation must be corrected or fines will be assessed.
- 2.4 If the Owner disputes the Notice of Violation, the Owner may be heard by the Board by requesting a special meeting of the Board in writing. A Board meeting will be held with the party requesting a meeting as soon as practicable.
- 2.5 Fines shall be assessed for any violation of the Rules and Regulations, CC&R, or Bylaws as determined in the sole and exclusive discretion of the Board (subject to any requested notice and opportunity to be heard described above). The following is current fine schedule:

\$10 per violation per day for the first thirty (30) days. After thirty (30) days, the fine will increase to \$20.00 per day. (Includes not obtaining Board approval prior to taking action).

At any time, the Board may initiate legal proceedings to enjoin further violation and to collect unpaid fines. Fines may continue to be assessed during the pending of such legal proceedings.

3. FINES, DUES, AND ASSESSMENT PAYMENT

- 3.1 Fines, Association annual dues, and special assessments shall be billed to each Owner via US mail, and shall include a payment due date no later than thirty (30) days from date of mailing.
- 3.2 Fines, Association annual dues, and special assessments will be considered delinquent immediately after bill due date if not paid in full. In case of delinquency, a letter shall be mailed stating interest charges of 12% per annum accrued from due date, loss of voting rights, and impending collection action and fees.

4. NOISE

- 4.1 Owners and Residents shall carefully control noise levels so as not to disturb others. Musical instruments, stereos, televisions, car stereos, radios, or similar equipment shall be kept at levels that do not disturb other Residents. No loud or boisterous parties will be permitted.
- 4.2 The use of firecrackers is not permitted in the Community. Fireworks allowed by City of Sammamish ordinance can be used on private property.

5. PARKING/VEHICLES

- 5.1 Parking on the sidewalks of the Community is prohibited. This is both an Association and City of Sammamish regulation. Police may cite violators.
- 5.2 Street parking is discouraged in the Community. No vehicle shall be parked on Community streets for more than 72 hours. This is both an Association and City of Sammamish regulation. Police may cite violators.
- 5.3 Vehicles parked on the street shall be parked fully in front of the Owner's Lot. Vehicles may not be parked in front of other Lot without Owner's permission.
- 5.4 No major repairs or overhauls of vehicles will be allowed outside of an Owner's garage, or on any Common Area. Repair work is allowed on an Owner's driveway, but vehicle must be garaged overnight.
- 5.5 Vehicle Owners (or Lot Owners) shall be held financially responsible for the cleanup of oil, gasoline, anti-freeze, or other fluid spills in the Community.

- 5.6 Owners are responsible for informing their guests and tenants of the parking rules. They must also inform repairmen, such as plumbers and electricians, where they may and may not park.

6. COMMON AREAS/PARK

- 6.1 Nothing shall be placed or constructed in any Common Area without the prior written permission of the Board.
- 6.2 Any food and/or beverage taken into the Community Park, along with any garbage created, must be removed when occupant leaves.
- 6.3 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 tenant caused damages.
- 6.4 All Common Areas are for the exclusive use of the Residents and their guests, and shall be used at their own risk. The Residents shall use the Common Areas of the Community with care for the purpose they are intended.

7. PETS

- 7.1 Each pet Owner is responsible for removing pet waste from Common Areas and the Owner's Lot on a regular basis to prevent offensive odors, and shall not allow pet waste in any other Lot.
- 7.2 Pets are not allowed to run loose in the Community. All pets shall be on a leash, or in the yard or home of the Owner. Pets shall be carried or on a leash at all times outside the Owner's home or yard.
- 7.3 Pets are not allowed in any of the bark mulch, regardless of whether they are on a leash or not.
- 7.4 Pet Owners are responsible for damage caused by their pets.

8. GARBAGE

- 8.1 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 streets (e.g, in the garage or hidden behind a fence or shrubbery) and are not to be stored in any Common Areas.
- 8.2 Garbage and debris containers must have lids tightly attached at all times when placed curbside for pick-up to preclude scattering in the event of high winds. The contents of recycle bins must also be secured against scattering due to high winds.

9. OUTSIDE APPEARANCES

- 9.1 Each Lot Owner or Resident shall maintain and keep Lot in a clean, neat, sanitary and well-maintained condition at all times. This includes the making of prompt repairs and replacement of all items of damage to the Lot. It includes the backyard and side yard landscape maintenance and the fences around and between the houses.
- 9.2 Residents shall not allow personal possessions to create unsightly or unsafe conditions.
- 9.3 Driveways shall not be used for miscellaneous storage. No accumulations of any kind will be allowed for more than 72 hours.
- 9.4 Residents shall mow and trim their lawns frequently enough to keep their grass and weeds below 6 inches in height.
- 9.5 Residents must remove all Moss within 30 days of being notified by the Board. This includes rooftops, driveways, streets and sidewalks.

10. UTILITIES CHARGES

10.1 All charges for installation, changes or repairs to the utilities, drainage, and sewer system for a Lot shall be paid by the Owner of the Lot (even if occurring outside the Lot). If a joint problem exists, all 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 (if any) shall be held harmless for all associated costs.

11. SATELLITE DISHES

11.1 A satellite antenna designed to receive direct broadcast satellite services, including direct-to-home satellite services, that is one meter or less in diameter.

11.2 A satellite antenna designed to received video programming services via multi-point distribution services, including multi-channel multi-point distribution services, instructional television fixed services, and local multi-point distribution services, that is one meter or less in diameter or diagonal measurement; or

11.3 A satellite antenna that is designed to receive television broadcast signals;
(collectively "Permitted Antennas").

Placement of a Permitted Antenna on the rear or side portion of a home shall not require prior approval of the ACC, provided such placement does not pose a safety hazard to any one in Vintage. Any Permitted Antenna mounted on the rear of side portion of a home shall be painted so that it blends into the background against which it is mounted, provided such painting does not interfere with reception.

While placement of Permitted Antennas on the rear or side portion of a home is desired, in the event a homeowner cannot receive an acceptable quality signal by placing a Permitted Antenna on the rear or side portion of a home, the homeowner may place a Permitted Antenna on the front portion of the home, provided the Permitted Antenna is painted to blend into the background against which it is mounted, and further provided that placement of the Permitted Antenna on the front portion of the home does not pose a safety hazard to anyone within Vintage.