

BROWNSTONE AT ISSAQUAH HIGHLANDS CONDOMINIUM ASSOCIATION RULES AND REGULATIONS

The following are the Rules and Regulations adopted by the Board of Directors of **The Brownstone at Issaquah Highlands Condominium Association** pursuant to the authority granted to the Board in Article 7 of the Declaration of **Brownstone at Issaquah Highlands**.

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 with the Declaration, Bylaws and these Rules and Regulations. Adherence to the Rules will help to promote a "good neighbor" atmosphere within the community.

All owners can obtain copies of the governing documents, financial information, minutes of Board Meetings or any other pertinent information through the community website at: www.brownstoneatissaquahhighlands-hoa.com. All owners received initial copies of the Declaration and Bylaws at the close of escrow. The management company supplies an initial copy of the Rules & Regulations after the close of escrow.

Each owner is fully responsible for the compliance of their family members, guests, tenants and other occupants of the owner's home while they are within the boundaries of BROWNSTONE AT ISSAQUAH HIGHLANDS.

The Board has classified violations of the Rules into three 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] \$ 25.00
- [2] \$ 50.00
- [3] \$100.00

Fines assessed against an Owner shall be collectible as delinquent Assessments. Fines will be payable to the BROWNSTONE AT ISSAQUAH HIGHLANDS Condominium Association within 15 days of notification and a late fee of \$25.00 per month will be assessed against the homeowner for late fine payments.

ARTICLE 1.0 COMPLAINT PROCEDURE AND ENFORCEMENT

- 1.1 The Board of Directors has the authority to enforce the Rules. Please notify the Association Manager or a Board member in writing if there is a problem. The Board has delegated to the Association Manager the authority to take Rules enforcement action consistent with the Due Process Rules Enforcement Procedures, (Appendix A, attached) including contacting violators to seek compliance and issuing warnings.
- 1.2 Homeowners are responsible for the conduct of all members of their family or household and for the conduct of their tenants and guests and each homeowner and tenant are

jointly and individually financially responsible for any damage done to property of other owners by any members of their family or household, their tenants or their guests. Both the homeowner and a non-owner violator may be penalized for violation of the Rules. Penalties assessed against the homeowner 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 may be adopted and amended from time to time and may be part of the Bylaws or the Rules.

ARTICLE 2.0 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's 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.
- 2.2 Regular monthly Assessments are due on the first day of every month. A late fee of \$10.00 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 In addition to the late fee, an administrative fee of \$25.00 will be assessed against any account which is 60 days past due. This fee may be applied in each subsequent month during which the assessments are unpaid.

ARTICLE 3.0 EXTERIOR CONDITIONS

- 3.1 In order to preserve the uniform appearance of the community, the Board of Directors will have the sole authority over the following:

Modifications to the exterior of existing elements and structures and shared common walls, including but not limited to:

- Painting and paint colors
- Lighting fixtures
- Storm or screen doors or windows
- Front doors
- Storage sheds
- Clotheslines
- Antennas
- Satellite dishes
- Play structures
- Exterior sculptures and fountains
- Planters & planter boxes
- Fences
- Decks
- Patios and patio additions

Sidewalks
Temporary structures
Hot tubs
Trellis structures
Driveways
Installation of hard surface flooring

Placement or posting of any object on the exterior of any home or common area such as signs or flags

Planting or removal of plants, trees or shrubs from front yard landscaping

These restrictions for alteration of the above include any alteration of the common areas, shared common walls and facilities and require prior Architectural Control Committee (ACC) approval from the Board of Directors. The ACC process is as follows:

1. Submittal of a completed ACC form to the Association Manager
2. Up to 30 days for review by ACC Committee and/or Board. Review may require additional information from homeowner.
3. Written approval or denial of the request
4. Modifications may commence upon receipt of written approval

- 3.2 Curtains or drapes must be backed with fabric of white or off-white color and blinds must be of neutral or natural color tones. Window coverings not meeting these criteria must be approved by the Board before installation.
- 3.3 Streets, sidewalks, and other portions of the common areas and facilities designed for access shall be used exclusively for normal ingress and egress and no obstructions shall be placed therein unless permitted by the Board of Directors or by these Rules and Regulations.
- 3.4 Littering is prohibited.
- 3.5 Nothing may be placed on, or hung over fences or railings.
- 3.6 No accumulation of garbage, waste, paper, boxes, garbage cans, appliances or other inappropriate items shall be placed or stored where visible to others. When kept on the premises, common flammable materials such as propane, lawnmower gasoline, etc., must be properly stored in appropriate containers in amounts no greater than that considered to be normal household usage.
- 3.7 No exterior clothesline shall be erected or maintained and there shall be no drying or laundering of clothes, blankets, beach towels, etc. where visible to others.
- 3.8 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 home or from the common areas and facilities without the consent of the Board of Directors. The Board shall not unreasonably withhold its consent to business signs for live/work Units that are visible to the public, provided that any such sign complies with all applicable governmental sign codes.

This prohibition shall not apply to "For Sale" or "For Rent" signs, provided that they are reasonable with respect to size and appearance, and are placed in a home window only.

Realtor "hangman" signs are not allowed within the community.

Homeowners are allowed one sign within 10 feet of the front door displaying the name of their security company.

- 3.9 Seasonal decorations may be installed up to 4 weeks prior to the season, **and must be removed** within two weeks of season's ending. The Board has the right to limit any decorations.
- 3.10 An Owner or Resident may conduct business activities within the home so long as:
1. The existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the home.
 2. The business activity conforms to all zoning requirements for the Community and conducted in "Live-Work" Units under applicable Issaquah City Codes.
 3. The business activity does not involve regular visitation of the home by clients, customers, suppliers, or other business invitees or door-to-door solicitation of residents of the community.
 4. The business activity is consistent with the residential character of the community and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the community, as may be determined in the sole discretion of the Board of Directors.
- 3.11 Satellite Dish Policy: A satellite dish may not be installed without written approval of the Board of Directors. Satellite dishes may be installed under the following conditions:
1. Satellite dished must be gray or black in color.
 2. A satellite dish may not exceed one meter in diameter.
 3. All satellite dishes must be installed in a location approved by the Board. Before scheduling an appointment for installation, Unit Owner must complete and submit to the Association an ACC Request Form and obtain approval for the installation from the Association. The Unit Owner will be solely responsible for any and all personal injuries and property damage arising either in connection with or as a result of the installation and use of a satellite dish system. The Unit owner shall indemnify and hold the Association harmless against any and all claims, lawsuits, losses, liabilities or expenses of any kind or nature whatsoever (including attorneys' fees and costs) arising as a result of any such personal injuries or property damage

*The foregoing rules will be deemed automatically modified as necessary to comply with federal law

ARTICLE 4.0 INTERIOR MAINTENANCE

- 4.1 Owners shall maintain electricity at all times and during winter months, the home's temperature shall not be less than 60 degrees to prevent freezing pipes.

ARTICLE 5.0 INSURANCE

- 5.1 No homeowner or resident shall permit anything to be done or kept in the homes 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 home or any part of the common or limited areas and facilities, without the prior consent of the Board of Directors.

ARTICLE 6.0 NOISE AND OFFENSIVE ACTIVITIES

- 6.1 Quiet hours are from 10:00 PM to 8:00 AM seven days a week.
- 6.2 Major construction and remodeling activities shall be carried on in the BROWNSTONE AT ISSAQUAH HIGHLANDS community only between the hours of 7:00 AM and 7:00 PM.
- 6.3 No rubbish or debris of any kind shall be dumped, placed, or permitted to accumulate in any portion of the community except in appropriate containers and locations provided for its collection.
- 6.4 Trash and recycle bins are to be stored out of sight to the community on all but the designated collection day.
- 6.5 No Owner shall operate any machines or equipment in any manner which, in the judgment of the Board, causes an unreasonable disturbance to others.
- 6.6 **THE CONDUCT OF VISITORS, IN OR OUT OF A HOME, IS THE RESPONSIBILITY OF THE OWNER.**

ARTICLE 8.0 PARKING/VEHICLES

- 8.1 To maintain parking availability, no garage shall be used for a storage, work, or shop area, if such use impairs the ability of the owner of the garage to park the designated number of vehicles therein.
- 8.2 All vehicles parked at the Community shall bear valid license plates and tabs.
- 8.3 No motor rebuilds, bodywork or major vehicle repairs or oil changes shall be done on the property except in enclosed garages. Owners shall be responsible for cleaning any oil drips on their driveways.
- 8.4 Other than operative passenger motor vehicles, no equipment, mobile homes, trailers, commercial trucks, full-sized vans, campers, boats, RV's, jet skis, or other motorized vehicles, shall be parked, kept, maintained, placed, constructed, remodeled, reconstructed or repaired in the driveway or along any drive lane of the community. The Board of Directors may require removal by the owner of any improperly parked vehicle, inoperative or unsightly vehicle, and any other equipment or items improperly stored on the drive lanes of the community. If the same is not removed, the Board may cause removal at the risk and expense of the owner.
- 8.6 Speeding and unsafe driving is prohibited.
- 8.7 No vehicle shall be parked in a manner that obstructs another vehicle, obstructs driveway access, blocks walkways, overlaps streets or drive lanes, or takes up more than one parking space. Parking in driveways is allowed as long as the vehicle does not overlap the sidewalk or drive lane.

- 8.8 The streets within BROWNSTONE AT ISSAQUAH HIGHLANDS are designated Fire Lanes. There is: **NO PARKING AT ANY TIME IN A FIRE LANE.** Vehicles parked in a fire lane are subject to immediate towing.
- 8.9 Unassigned parking spaces are reserved for the short term (less than 12 hours in a 24 hour period) temporary use by residents and their guests on a first come first serve basis. Homeowner and residents may not park in unassigned parking spaces on a regular basis, but must park their vehicles within their garage and driveways except on the occasion when the garage or driveway are temporarily unavailable.
- 8.10 Unassigned parking spaces are restricted for use in parking of operative passenger motor vehicles. Parking areas may not be used for storage of any kind.
- 8.11 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 items improperly stored in parking spaces. If the same is not removed, the Board may cause removal at the risk and expense of the owner thereof.

ARTICLE 9.0 PETS

- 9.1 **All leash and scoop laws apply.**
- 9.2 Dogs must be on a leash or in the arms at all times when not in the home or back yard. Dogs may not be left unattended, tied outside a home, on patios or any part of the common areas in homeowner's absence.
- 9.3 Pet owners shall immediately clean up and remove any defecation or waste created by their pet. Damage caused by pets to common areas or facilities may be assessed to the homeowner.
- 9.4 Well-behaved domestic pets are allowed, however, pet owners are responsible for their pets. 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.
- 9.5 Residents keeping a pet are jointly and individually responsible for any damage which their pet may do to the property of another owner. Damage done by a pet to the property of another owner is a matter strictly between the pet owner and the person whose property is damaged.
- 9.6 There shall be no breeding of animals for commercial use on the premises.
- 9.7 The Board of Directors may require the removal of any animal which the Board, in exercise of reasonable discretion, finds disturbing other homeowners unreasonably or if the owner continues to violate the Rules concerning pets, and may exercise the authority for specific animals even though other animals are permitted to remain.

ARTICLE 10.0 RENTALS

- 10.1 Owners renting or leasing their homes 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 application fee. The application fee will be an amount set by the Board, not to exceed \$150.
- 10.2 **The prior approval of the Board is required for all rental or lease agreements.**
- 10.3 Owners renting or leasing their home must provide their tenants with a copy of all Rules and Regulations of the community. Owners will be notified of tenant's failure to comply with the Rules and will be held financially responsible for any fines assessed for violations of the Rules by their tenants or their tenant's guests. Owners will also be held financially responsible for costs incurred for any damage caused by tenants or their guests to any area of the common area of the community.
- 10.4 Owners shall provide the names, contact information, and vehicle identification information of their tenants to the Association Manager. Additionally, Owners shall provide their own off-site contact information to the Association Manager.
- 10.5 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.

ADOPTION:

BROWNSTONE AT ISSAQUAH HIGHLANDS CONDOMINIUM ASSOCIATION

By: *Janette Mahaffey* Date: 6-12-14
President

By: *Karen Erickson* Date: 6-12-14
Secretary

Appendix A Due Process Procedures

Procedures for resolving Complaints

This procedure establishes a way to provide a fair and meaningful system for deciding whether the Governing Documents have been violated and what consequences should be imposed in response to a violation.

How to File a Complaint

A formal complaint must be submitted in writing or via e-mail. Send the complaint either to the Property Management Company or a member of the Board of Directors.

The Board of Directors will Resolve Complaints

Once the Board of Directors receives a complaint, they will first determine if the issue is within the scope of their powers to resolve. The Board has jurisdiction when there is an accusation of a violation of the Declaration, By-Laws, or the Rules and Regulations. The Board may decline to address any complaint that does not involve a violation of the Declaration, By-Laws, or the Rules and Regulations.

Fact Finding

After deciding that the Board does have jurisdiction concerning a complaint, a letter will be sent to the party accused of a violation to notify the accused of the lodged complaint. The accused will be asked to provide a response to the accusation in writing to the Board of Directors.

The Board Evaluates the Complaint

The Board will evaluate the original complaint and the accused party's response. If the board does not have enough information to make a decision, the Board will ask the parties to meet and attempt to resolve the issue. If either side is unwilling to meet, the Board may offer to have a Board Member act as mediator.

If the Parties Cannot Resolve the Issue

The next step will be a meeting before a Hearing Board. A Hearing Board will consist of one elected member of the Board of Directors and two volunteers who shall each be homeowners. The parties involved in the dispute will be required to state their case before the Hearing Board.

Procedures during a Hearing

The procedures will be simple and informal. The person bringing the complaint will be the first to state the case. Next, the accused party will have a chance to state their case. Either party may present evidence. If witnesses to the contents of the complaint exist, they may recount any information they know or saw. Once both sides have presented their case, the Hearing Board will privately deliberate and make a decision. This may not necessarily take place on the same day.

Inform the Parties Involved

The decision of the Hearing board will be sent to each of the parties in writing through the Property Management Company or directly by the Hearing Board.