

# Rules and Regulations

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The Pattison Lake Townhomes Board of Directors creates and adopts the following Rules and Regulations to ensure that our community is a safe, clean, and financially secure place to live. These Rules and Regulations, adopted by the Board of Directors March 31, 2020, replace any previous Rules and Regulations.

### Section 1. Applicability

These Rules and Regulations apply to all homeowners, residents, tenants, and guests. However, homeowners are ultimately responsible for violations of these Rules and Regulations by any person present in the community by invitation or with permission of the homeowner or the homeowner’s residents or tenants.

### Section 2. Leases and Rentals of Units

- (1) Per the Declaration, units are dedicated to “single family residential purposes only.” In order to maintain the single-family nature of the community:
  - (a) Units may only be leased or rented in their entirety. All tenants must have equal access to all areas of the unit.
  - (b) Multiple tenants need not be related, but must share the same lease or rental agreement, be jointly and severally responsible under the agreement, and function together as a single household. Each unit may have only one lease or rental agreement active at any time.
  - (c) Units may not be leased or rented for transient or hotel purposes. A unit is presumed to be leased or rented for a transient or hotel purpose if the term of lease or rental is less than 28 consecutive days.
- (2) The terms of all leases and rentals must be expressed in a written and signed lease or rental agreement. The agreement must:
  - (a) Explicitly incorporate the Declaration, the Bylaws, and these Rules and Regulations, and require all tenants to comply with the same; and

- (b) Prohibit tenants from subleasing or otherwise assigning the lease or rental agreement.
- (3) Prior to the beginning of any tenant's occupancy, the homeowner must provide to the management company:
  - (a) A copy of the written and signed lease or rental agreement;
  - (b) The name and contact information of each tenant;
  - (c) The make, model, and plate number of any vehicles to be regularly parked in the community; and
  - (d) A complete and signed rental registration form, blank copies of which may be obtained from the management company.
- (4) Prior to the beginning of any tenant's occupancy, the homeowner must provide the tenant with copies of the Declaration, the Bylaws, and these Rules and Regulations.

### **Section 3. Payment of Association Assessments**

- (1) Regular association assessments are due the 1st day of each month, with a grace period to the 10th day of each month. Fees, fines, and other charges collected as assessments are due 45 days after assessment.
- (2) Each assessment not paid in full on or before the later of the day on which it is due or the day on which the grace period expires is delinquent. Delinquent assessments are increased by:
  - (a) Adding a late fee of \$45.00; and
  - (b) For an assessment delinquent for more than thirty days:
  - (c) Accruing interest on the unpaid balance at the rate of twelve percent per year; and
  - (ii) Adding the actual costs of collection, including administrative fees charged to the Association by the management company and the cost of employing professionals, such as debt collectors or attorneys.
- (3) A fee of \$35.00 will be charged to a homeowner whenever a check provided by the homeowner is returned or rejected by the depository bank.
- (4) Payments received from homeowners are applied to the oldest outstanding balance first.
- (5) The Association will pursue collection of all delinquent assessments and other charges authorized by the Association's governing documents. In pursuing collection, the Association may use all reasonable and lawful methods that the Board deems prudent.
- (6) The Board may approve plans or payment schedules in consultation with the homeowner and may waive or reduce late fees and interest. Homeowners who anticipate late payments are encouraged to contact the Board as soon as possible.

### **Section 4. Parking and Streets**

- (1) Parking is limited in the neighborhood. There are two types of parking available:
  - (a) Dedicated parking: Each unit has parking for two vehicles: One in the garage and one in the unit's driveway. Residents should park in these spaces whenever possible, leaving overflow parking available for guests, deliveries, and professional services. Vehicles parked in a unit's driveway must not obstruct vehicles from traveling on the street.
  - (b) Overflow parking: The private streets in the neighborhood (47th Ln SE and Lakeshore Ln SE) can accommodate parking for about 13 vehicles. Parking on the street is subject to the following requirements:
    - (c) Each vehicle parked on the street must be registered to an individual unit or display a temporary pass issued to a unit. Temporary passes are intended to be used on vehicles that park infrequently. The requirement to be registered or display a temporary pass applies to all vehicles parked on the street,

including guest vehicles. Each unit may have a maximum of two vehicles simultaneously parked on the street, with both registered vehicles and vehicles using a temporary pass counting towards this number.

- (ii) Parking along red curbs is strictly prohibited. Red curbs designate a fire lane, which is required to be kept clear for emergency access.
- (iii) Oversized vehicles may not be parked on the street, except while providing professional services to a unit. An oversized vehicle is any vehicle in excess of 22 feet or having more than 2 axles, and includes vehicles with a trailer.
- (iv) Vehicles parked on the street must not obstruct vehicles from entering, leaving, or travelling on the street. Except for units with driveways bordering a fire lane, a homeowner may obstruct his or her own driveway, provided that all other parking rules are followed.
- (v) Vehicles parked on the street must be operational, display current tabs, and be moved at least once every seven days. Vehicles may not undergo repair work while parked on the street.
- (2) For the safety of all residents, speeding in the community is prohibited. Vehicles may not travel at more than 5 miles per hour. Violators should be reported to the management company with the vehicle license number and the unit the vehicle is associated with.
- (3) In addition to other remedies, vehicles parked in violation of this section are subject to immediate towing at the owner's expense without warning. The Association may place violation notices on vehicles parked in violation of this section.
- (4) Refuse bins may be placed in the street only on collection day and the day prior and must be removed the day of collection.

#### **Section 5. Grounds and Landscaping**

- (1) Residents may decorate their porches and decks as described in section 10 (porches and decks).
- (2) The grounds are common elements maintained by the Association. Therefore, no landscaping items may be removed or altered without prior permission from the Board.
- (3) Residents may not use the grounds for storage purposes. Items that are not in use by the homeowner must be stored in the unit or on the deck or porch, as provided in section 10 (porches and decks). However, up to two refuse bins per unit provided by LeMay Pacific Disposal may be stored on the grounds in proximity to each unit, provided that care is taken to do minimal damage to landscaping.
- (4) Littering is prohibited, including cigarette butts.
- (5) No signs may be posted on the grounds or on common elements, excepting a reasonable number of signs to advertise a unit for sale or rent. These signs must be removed promptly after a unit is sold or rented.
- (6) Signs, flags, and banners may not be displayed from windows unless approved by the Board. However, the flag of the United States and of Washington state may be displayed from windows without additional approval.
- (7) Fireworks may not be discharged from the grounds, or from anywhere else on the premises.

#### **Section 6. Boathouse and Lakefront**

- (1) The boathouse and lakefront are for the use and enjoyment of residents and their guests only.
- (2) Children should be accompanied by a resident and not left unattended at the lakefront.
- (3)(a) The boathouse is a common area for residents to store personal property. Property stored in the boathouse must be labeled with the name of its owner.
- (b) Property stored in the boathouse may only be removed with permission of its owner or the Board.

- (c) Residents may store only a reasonable amount of property in the boathouse and such property must be limited to:
- (d) Boating and water equipment, such as kayaks and rafts; and
- (ii) Lawn chairs and other lightweight outdoor furniture for use at the lakefront.
- (iii) The Association is not responsible for lost, stolen, or damaged property stored in the boathouse.
- (4) Homeowners are advised that there is no lifeguard on duty at the lake. Use of the lake is at your own risk.
- (5) Quiet hours described in section 7 (noise and nuisance) are in effect at the lakefront as well.
- (6) There are no garbage cans at the lakefront. Pack it in; pack it out.
- (7) When not physically at the boathouse, homeowners must turn the lights off and lock and close all doors, including the garage doors.

### **Section 7. Noise and Nuisance**

- (1) Quiet hours are in effect in the community from 10 PM to 8 AM. During quiet hours, residents must exercise reasonable care to prevent creating noise that is audible within other units.
- (2) No noxious or offensive activity shall be carried on in any unit or common elements, nor shall anything be done therein which may be or become an annoyance or nuisance to other homeowners, or which would be in violation of any laws.

### **Section 8. Pets**

- (1) Residents are permitted to keep a reasonable number of pets, of which no more than three may be cats or dogs. Residents must keep their pets inside their units, except as provided in subsection (3) of this section.
- (2) Each pet kept in the community must weigh less than 75 pounds. The Association may require appropriate veterinarian documentation of pet weight, not more than once per year. This subsection (2) does not apply to any animal first kept in the community prior to January 1, 2020.
- (3) When a pet is outside a unit, it must always be on a leash and under direct supervision. However, subject to subsection (5) of this section, pets may be unleashed in the area shown in green below, provided that the pet remains under direct supervision at all times and does not display aggressive behavior.
- (4) Pet owners must immediately remove and properly dispose of all animal waste created by their pets. Two doggie-bag stations are provided for use by residents.
- (5) Pet owners must prevent their pets from unreasonably disturbing others. The Board may at any time require the removal of any animal or impose conditions on a pet, at the expense of the pet owner, if the animal is unreasonably disturbing other homeowners or is deemed by the Board to be dangerous. Alternatively, the Board may in its reasonable discretion impose additional restrictions on certain animals, including requiring certain animals to be on a leash at all times on the premises.
- (6) For purposes of this section:
  - (a) "Direct supervision" means that the pet is controlled by and within continuous eyesight of a person capable of handling the pet.
  - (b) "Leash" means a tether sufficiently short in length for a pet to be controlled, either held by a person or attached to a fixed object.



Figure 1: Map of community with lakefront shaded.

### Section 9. Common Elements

- (1) Common elements and limited common elements are maintained, repaired, and replaced at Association direction and expense, with the exception of porches and decks. Except as provided in these Rules and Regulations, common elements and limited common elements may not be reconstructed, rebuilt, altered, removed or replaced without permission from the Board. A complete description of the common elements and limited common elements is found in the Declaration.
- (2) Roofs and siding are common elements. No holes, nails, or screws may be drilled in a roof or in the siding without approval from the Board.
- (3) Windows are limited common elements. Repair of a problem with a window which originates from the inside of a unit, such as failed weather-stripping, caulk, or seal, is the homeowner's responsibility. If a problem originates on the outside of a unit, such as with the siding or outside framing of the window, repair is the Association's responsibility. Assessment by a professional may be performed at the request of the Board.
- (4) Exterior doors are limited common elements. Screen doors and storm doors may be added to any unit, per guidelines established by the Board and made available from the management company. Maintenance of screen doors and storm doors is the responsibility of the homeowner.
- (5) The installation of up to one satellite dish on the exterior of each unit is permitted. If drilling or other permanent changes to the exterior are required to secure the satellite dish, prior approval from the Board is required. The homeowner, and any later owners of the unit in question, are responsible for expenses, whether incurred by the Association or a homeowner, to repair damage caused by the installation. The Association is not responsible for maintenance of the satellite dish.
- (6) Barbecue grills are a fire risk. In addition, in the past, the heat from barbecue grills has melted the vinyl siding on units. Therefore, when in use barbecue grills must always be a safe distance away from buildings and attended by a responsible person. Barbecue grills must be completely cold before being moved close to a building. Any damage resulting from the use of a barbecue grill too close to a unit, including melted siding and burned wood, will be repaired at homeowner expense.
- (7) Damage to any common element, landscaping, or limited common element caused by a homeowner, or his or her tenant, guest, or pet, will be repaired by the Association at the expense of the homeowner.

## **Section 10. Porches and Decks**

- (1) Porches and decks are limited common elements. However, homeowners are responsible for maintaining, repairing, and replacing decks and patios, subject to subsection (4) of this section.
- (2) Homeowners may keep planters, hanging baskets, and other planting containers on their porches and decks.
- (3) Homeowners may store bikes, toys, gardening supplies, lawn chairs, and other items designed for outdoor use on the deck or porch of their unit when not in use. However, items not designed for outdoor use must be stored in the unit when not in use. Package deliveries must be removed promptly.
- (4) Homeowners may not alter the appearance of the deck or patio without prior approval from the Board.
- (5) All items and decorations kept on porches and decks must be well maintained. Nothing in this section relieves residents from compliance with section 7(2) of these Rules and Regulations (noise and nuisance).

## **Section 11. Fair Housing**

- (1) The Association is committed to compliance with all federal, state, and local fair housing laws. The Association will not discriminate against any person because of race, color, religion, national origin, sex, familial status, disability, or any other specific classes protected by applicable laws.
- (2) Upon a request to the Board, the Association will make any reasonable accommodation or reasonable modification based upon a disability-related need. The Board may request appropriate documentation of the need and payment of expenses in accordance with applicable law. Reasonable accommodations or modifications made under this subsection may grant exceptions to these rules to the extent necessary to comply with applicable law.

## **Section 12. Violations**

- (1) For purposes of this section, “violation” means any violation of these Rules and Regulations, or of the Bylaws or Declaration.
- (2) Violations will be processed in the following manner:
  - (a) Step 1: A violation may be alleged by submitting a letter via email or postal mail to the management company.
  - (b) Step 2: If the Board determines that a violation has occurred, the management company will send a notice of violation to the homeowner.
  - (c) Step 3: The homeowner may submit a written response to the notice of violation. If the notice of violation contains a fine or other assessment, the homeowner may also request a hearing. Written responses and hearing requests must be received by the management company by email or postal mail within ten days of the postmark date of the notice of violation. Responses and requests received after this deadline are waived.
  - (d) Step 4: After any applicable hearing or written response is considered, the Board will determine whether the notice of violation should be dismissed, amended, or upheld.
  - (e) Step 5: If the Board upholds (or upholds and amends) the notice of violation, or if a hearing request or written response is not received by the deadline provided above, the notice of violation becomes final. Any corresponding fines, charges, or warnings will post to the homeowner’s account.
- (3)(a) If a notice of violation becomes final, the following fines are assessed:
  - (i) For a first violation, \$0.
  - (ii) For a second violation, \$50.
  - (iii) For a third or subsequent violation, \$150.

- (b) For purposes of this subsection, the number of violations is the number of notices of violation citing the same rule that have become final during the previous twelve months. Any number of notices of violation relating to a threatened violation under subsection (5) of this section that have become final during the previous twelve months count as a single violation of the rule cited in the notice.
- (4) For violations that are continuing in nature, such as an exterior modification that remains unrepaired, each week constitutes a separate violation.
- (5) The Association may send notices of violation in response to threatened violations. These notices follow the same procedures as notices for actual violations, except that no fines or costs may be assessed.
- (6) In addition to the fines provided in subsection (3) of this section, the Board may recover from the homeowner the amount of any loss or cost to the Association caused by a violation. The Association may employ the services of professionals, such as an attorney, to aid in abating violations. The cost of any such professional services may be assessed to the homeowner.
- (7) The Board may for good cause:
  - (a) Waive or reduce fines assessed under this section; and
  - (b) Extend the deadlines in subsection (2)(c) of this section.
- (8) Any amounts charged to homeowners under subsections (3) and (6) of this section are collected as assessments under section 3 (payment of Association assessments) of these Rules and Regulations.
- (9) The provisions of this section are nonexclusive. Nothing in this section limits the authority of the Board to take other lawful actions to abate violations.

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These Rules and Regulations were last amended by the Board of Directors September 20, 2021.