Building Association   
Rules and Regulations

Updated and Approved by the Board on May 11, 2010

These rules and regulations govern day-to-day activities as of the date above. They are intended to reflect a common interest in maintaining a pleasant, respectful, neighborly environment, while maximizing collective property values.

The rules fall into four categories:

* Restatements of rules that are part of the Declaration or Bylaws
* Clarifications of rules that are part of the Declaration or Bylaws
* Rules that the Board is empowered to develop by the Declaration or Bylaws
* Rules added to cover conditions and activities not mentioned in the Declaration or Bylaws

These rules and regulations may be amended at any time by written notice from the Board.

**1. Definitions**

1.1 “Owner” shall mean the owner of one of the six units.

1.2 All other definitions shall have the same meanings as those specified in the Declaration.

**2. General Rules**

2.1 Each Apartment shall be used for residential purposes only, except such professional and administrative businesses as may be permitted by ordinance, provided there is no external evidence thereof.

2.2 No noxious or offensive activity shall be carried on, in, or upon any Apartment, Limited Common Area, or Common Area; nor shall anything be done therein which may be an annoyance or nuisance to other residents.

2.3 No sports, activities, or games, whether organized or unorganized, that might cause damage to buildings, grounds, facilities, structures, or vehicles, or that are an annoyance or nuisance, shall be played in any Limited Common Area or Common Area.

2.4 No power-equipped hobby shop or carpenter shop shall be maintained in any Apartment or Limited Common Area without the prior written approval of the Board.

**3. Birds, Wild Animals, and Pets**

3.1 No Owner shall feed, shelter, or do anything that will attract birds, wild animals, or stray pets that might become a nuisance within the Common Area.

3.2 No Owner shall keep any animal within his or her Apartment for any purpose other than as a pet.

3.3 The number of cats and/or dogs any Owner may keep within his or her Apartment is limited to the following:

* One cat and one small dog
* Two cats
* Two small dogs

No large dogs are allowed, either as pets of Owners or as pets of visitors, except that seeing-eye dogs may be permitted with written approval of the Board.

3.4 Owners may keep other types of small pets that are confined to aquariums or cages, provided they do not disturb the neighbors and would not cause anxiety or danger if they escaped.

3.5 Pets must be on a leash when in the Common Area.

3.6 Pet droppings in both Limited Common Areas and the Common Area must be cleaned up immediately by the pet owner. All pet droppings must be sealed in plastic and placed in the garbage.

3.7 The Board may at any time require the removal, at the Owner’s expense, of any animal that the Board determines is disturbing other Owners unreasonably. The Board may exercise this authority for specific animals while allowing other animals to remain.

**4. Storage**

4.1 No bicycles, tricycles, scooters, roller skates, skateboards, wagons, toys, or other personal belongings shall be stored or left in any Common Area.

4.2 No trailers, boats, vans, campers, house trailers, buses, or trucks shall be stored in any parking space in any Common Area.

4.3 No Owner shall use his or her garage to store personal belongings in such a way that there is not enough space for his or her vehicles.

4.4 No Owner shall use his or her parking spaces in the common garage to store personal belongings, except that with prior written permission of the Board, bicycles may be stored in the front end of the assigned parking stall or in the Owner's unused assigned stall. Bicycles must be standing upright, by using the bicycle's own stand or in an approved type of bicycle stand. Storage of anything other than automobiles, motorcycles, and bicycles in the common garage may be a violation of fire code and subject to citation and fines by the Bellevue Fire Department.

**5. Garbage**

5.1 Owners shall keep their garbage and recycling bins in the designated garbage area. Nothing else shall be stored in this area.

5.2 Garbage and recycling bins may be put out at the road the day before pickup day, which is currently Friday. Bins must be placed approximately 2 feet apart to allow for mechanical pickup. (The garbage company will complain and can refuse to pick up if the bins are so close together that they have to be handled manually.)

5.3 Garbage and recycling bins shall be retrieved from the road the same day as pickup. (One truck usually comes early in the morning and the other early in the afternoon.) If an Owner will be away, arrangements must be made for a neighbor to retrieve the bins and, if necessary, place them in an unobtrusive place until the Owner returns.

**6. Parking and Vehicles**

6.1 The Association shall not be responsible for any vehicles parked in the Common Areas of the complex.

6.2 Owners shall park their vehicles only in their assigned areas or stalls in the common garage, except under the circumstances specified in rule 6.4.

6.3 Five parking spaces are reserved for guest parking for the entire complex. Commercial vehicles may park in these spaces only as long as necessary to perform services.

6.4 No Owner shall park his or her vehicle in the guest parking spaces except on a temporary, short-term basis.

* Temporary is defined as not routine and not recurring.
* Short-term is defined as a period of up to 24 hours.

6.5 Moving vans, whether hired or leased by an Owner or belonging to a professional moving company, may park temporarily in Common Areas only as long as necessary to perform moving services. However, they may not be left unattended or parked in such a manner as to block thoroughfares or the ingress or egress of residents.

6.6 No vehicle that is non-operative or unlicensed, or that does not have a current license, shall be parked in any Common Areas. Any such vehicle so parked shall be subject to immediate towing and/or such other action as the Board may deem necessary. All costs incurred in the removal of any such vehicle, including but not limited to towing, storage expenses, and attorney’s fees, if applicable, shall be at the expense and risk of the owner of the vehicle. Such vehicles may be parked in the Owner's assigned stall in the common garage.

6.7 No repairs to or maintenance of any vehicle (other than washing) shall be performed in any Common Area, except in the case of an emergency and then only to the extent necessary to enable movement of the vehicle to a proper repair facility.

6.8 Any damage to property within the complex caused by any vehicle, including moving vans, commercial vehicles, and vehicles owned by guests, shall be the responsibility of the associated Owner.

6.9 Any oil stains or related problems caused by any vehicle, including moving vans, commercial vehicles, and vehicles owned by guests, shall be the responsibility of the associated Owner to clean.

6.10 Vehicle shall not exceed a speed of 10 miles an hour within the Common Area.

6.11 No dirt bikes, go-carts, or off-road vehicles shall be ridden within the complex. The riding of motorcycles shall be limited to safe ingress and egress.

**7. Landscaping**

7.1 No dumping is permitted in any Common Area or Limited Common Area.

7.2 A sprinkler system is provided for all Common Area and Limited Common Area landscaping. The maintenance of and any changes to this system and the water bill for this system is the responsibility of the Board.

7.3 The maintenance of the landscaping of the Common Areas is the responsibility of the Board. No Owner shall cut, trim, remove, replace, or otherwise alter the appearance or location of any living tree, plant, or other vegetation located in any Common Area without the prior written approval of the Board. No decorative garden objects, planters, or furniture shall be placed in any Common Area, and Common Areas shall not be used as extensions of Limited Common Areas.

7.4 Decisions with respect to the standard of appearance and condition of the landscaping in the Limited Common Areas, and with respect to the necessity for and manner of caring for, maintaining, and repairing the landscaping shall be made by the Board.

**8. Architectural and Structural Integrity and Exterior Appearance**

8.1 The exterior structure of all Apartments to the interior surfaces of the Apartments' perimeter walls, floors, ceilings, windows, and doors is part of the Common Area and as such is controlled by the Association. It is the Board's responsibility to maintain the architectural and structural integrity of the Buildings by regulating changes that affect the overall look of the complex.

8.2 No modifications, alterations, additions, or improvements to the exterior of any Building or any Common Area, or to the Limited Common Area entrances to any Building, shall be carried out without the prior written approval of the Board.

8.3 For aesthetic reasons, Owners are encouraged to use cable for TV reception; however, with prior written approval of the Board, a small satellite dish may be placed on a roof or balcony that is not visible to the street or in direct line of sight of a neighbor.

8.4 Window coverings that are visible from the exterior shall be in shades of white, except with prior written permission of the Board.

8.5 Plant containers used in the entrances shall be made of natural materials, such as wood, terra cotta, or concrete, or shall be painted white to match the building trim.

8.6 Garage doors shall be closed at all times when the garage is not being used for permitted purposes.

8.7 No sign of any kind shall be displayed on any Apartment or in any Limited Common Area or Common Area, except security, directional and speed limit signs, and customary name and address signs. Only one "For Sale" or "For Rent" sign may be displayed in the Common Area to advertise each property for sale or rent; no signs may be displayed from the interior of any Apartment.

8.8 No exterior clothes lines shall be erected and utilized, and no laundering and/or drying of clothes shall be allowed on decks, porches, or other outside areas.

8.9 No holiday decorations shall be placed in the Common Areas without prior written approval of the Board.

**9. Common Area Maintenance**

9.1 The maintenance, repair, and replacement of the hardscape, landscape, and structures in the Common Areas is the responsibility of the Board.

9.2 The procedure for requesting emergency maintenance of or repairs to the Common Areas is as follows:

* The Owner making the request contacts the Maintenance Committee by phone and initiates an emergency request.
* The Owner also notifies a Board member, to ensure that the issue is addressed promptly.

9.3 The procedure for requesting non-routine, non-emergency maintenance of or repairs to the Common Areas is as follows:

* The Owner making the request sends a Maintenance Request Form to the Maintenance Committee.
* The Maintenance Committee determines whether the requested maintenance is the responsibility of the Owner or the Association, and notifies the Owner.
* If the maintenance is the responsibility of the Association, is obviously an isolated repair, and will cost less than $500, the Maintenance Committee shall inform the Board and commission the repair work.
* If the responsibility for the maintenance is in question or subject to interpretation, the Maintenance Committee shall refer the request to the Board. The Maintenance Committee shall then communicate the Board's decision about whether the Association will assume responsibility for the maintenance to the Owner.
* If the maintenance will cost more than $500, the Maintenance Committee shall refer the request to Board for approval.

9.4 The Board is not responsible for any injury or damage to person or property caused by the elements, or resulting from electricity, water, rain, dust, or sand.

9.5 The Board and its agents may enter any Apartment or Limited Common Area when necessary in connection with any Common Area maintenance, landscaping, or construction for which the Board is responsible, or in the event of an emergency.

**10. Building Maintenance**

10.1 The maintenance, repair, and replacement of the exterior structure of all Apartments to the interior surfaces of the Apartments' perimeter walls, floors, ceilings, windows, and doors is the responsibility of the Board.

10.2 The maintenance, repair, and replacement of the interior structure of all Apartments is the responsibility of the Owner. Such maintenance, repair, and replacement shall not interfere with or damage the structural integrity of the Building.

10.3 The maintenance of the Building Limited Common Areas is the responsibility of the Owner or Owners who have exclusive use of those Limited Common Areas. The repair and replacement of the Limited Common Areas is the responsibility of the Board. Limited Common Areas include, but are not limited to, the following:

* Decks and patios
* Maintenance
* Repair and replacement
* Elevator shaft and equipment
* Entry lobby/elevator lobbies
* Parking areas, drive aisles, and garage fan

10.4 The Board retains the authority to perform maintenance inspections and to require that Owners perform necessary maintenance of Limited Common Areas. In the event that an Owner does not perform the maintenance required to ensure the adequate upkeep of a Limited Common Area, the Board retains the authority to perform the maintenance and to charge the cost back to the individual Owner.

10.5 If an Owner fails to maintain a Limited Common Area and such negligence results in the need for repair or replacement, the Board is absolved of all obligation to perform the necessary repair or replacement at the Board's expense. The Board then has the authority to perform the necessary repair or replacement and to charge the cost back to the individual Owner.

10.6 To requesting emergency maintenance or repairs, an Owner should contact a member of the Maintenance Committee by phone and initiate an emergency request.

10.7 The procedure for requesting non-routine, non-emergency maintenance or repairs is as follows:

* The Owner making the request sends a Maintenance Request Form to the Maintenance Committee.
* The Maintenance Committee determines whether the requested maintenance is the responsibility of the Owner or the Board, and notifies the Owner.
* If the maintenance is the responsibility of the Board, is obviously an isolated repair, and will cost less than $500, the Maintenance Committee shall inform the Board and commission the repair work.
* If the responsibility for the maintenance is in question or subject to interpretation, the Maintenance Committee shall refer the request to the Board. The Maintenance Committee shall then communicate the Board's decision about whether the Board will assume responsibility for the maintenance to the Owner.
* If the maintenance will cost more than $500, the Maintenance Committee shall refer the request to the Board for approval.

10.8 The Board is not responsible for any injury or damage to person or property caused by the elements, or resulting from electricity, water, rain, dust, or sand.

10.9 The Board and its agents may enter any Apartment or Limited Common Area when necessary in connection with any maintenance or construction for which the Board is responsible, or in the event of an emergency.

**11. Homeowners Dues**

11.1 The Association's budget is calculated for each fiscal year (January 1 through December 31) and includes the following:

* All regular expenses plus anticipated maintenance expenses for the year plus a contribution to a reserve account for major maintenance expenses for the Common Areas
* All regular expenses plus anticipated maintenance expenses for the year plus a contribution to a reserve account for major maintenance expenses for the Buildings

The annual assessments of the Owners are calculated based on this budget.

11.2 The annual assessment is due in monthly installments on the first day of each month. Each Owner is obligated to pay monthly dues by the due date.

11.3 From time to time, a special assessment might be necessary to pay for expenses for which there is insufficient money in a particular group's reserve account.

11.4 Any monthly installment or special assessment not paid within 15 days of its due date shall be deemed delinquent. The following collection procedure shall be followed:

* Fifteen (15) days after the due date, the Owner shall be notified that he or she has been charged a late fee of $50 and that the delinquent assessment plus the late fee must be paid within 15 days of the date of the notice to avoid additional penalties.
* Twenty (20) days after the due date, a First Delinquent Notice shall be sent.
* Thirty (30) days after the due date, interest of 12% per annum on the total of the delinquent assessment and the late fee shall be charged.
* Fifty one (51) days after the due date (31 days are the First Delinquent Notice), a Notice of Intent to File a Lien shall be sent.
* Sixty (60) days after the due date, if there is no satisfactory written agreement to pay the delinquent assessment and related charges, the Board shall file a Notice of Assessment Lien with the County Recorder's Office. In addition, the delinquent Owner shall be charged for all costs and fees incurred in the collection of the delinquent balance. Notice of failure on the part of the Owner to pay all assessments and penalties shall also be filed with the Mortgagee.

11.5 If a monthly installment is more than 30 days delinquent, the Board has the authority, with 15 days notice to the Owner, to accelerate and demand immediate payment of all monthly installments and special assessments that may become due within the following 12 month period.

# 12. Renting and Leasing

12.1 No Apartment shall be rented or leased for a period of less than 6 months.

12.2 No Owner shall rent or lease less than the entire Apartment.

12.3 As part of the rental or leasing process, the Owner shall furnish prospective renters and lessees with these Rules and Regulations and with any and all documents necessary to ensure compliance with the Declaration and Bylaws.

12.4 All rental or leasing agreements shall be in writing and be subject to the Declaration and Bylaws, with noncompliance by the renter or lessee with the Declaration and/or Bylaws constituting a default of the agreement. At the signing of a rental or leasing agreement, the Owner shall require that the renter or lessee initial all pages of these Rules and Regulations, and shall forward the initialed pages along with contact information for the renter or lessee to the Board Secretary.

12.5 The fact that his or her Apartment is rented or leased shall not release any Owner from the obligation to abide by the Declaration, the Bylaws, and these Rules and Regulations. Owners may be fined for the noncompliance of their renters and lessees.

**13. Complaints and Rule Enforcement**

13.1 The Board has the power, authority, and responsibility to enforce the rules set forth in this document as well as other rules set forth in the Declaration and Bylaws with respect to their specific group.

13.2 Complaints may be initiated by any Owner or by the Board. All complaints shall be in writing, shall be signed by the complainant, and shall be submitted according to the following process:

* The complaint shall be sent to the Board, who will determine whether the complaint reflects a clear infraction of the Declaration or these Rules and Regulations.
* If it does, the Board shall notify the Owner concerned in writing about the infraction, citing the relevant rule, stating the desired remedy, stating the deadline for compliance, stating the penalty for continued infraction and/or the costs for repairs, and stating the deadline for responding to the complaint. This initial step may be dispensed with if the infraction involves issues of safety and/or urgency.
* If the complaint doesn't reflect a clear infraction of the rules, the Board shall determine the appropriate course of action.
* If the infraction continues, the Board may assess a monetary penalty, not to exceed $100, with a deadline for payment. Penalties for infractions by renters or lessees shall be assessed against the Owner.
* If the Owner does not pay the penalty within the allotted time, the Board may assess further penalties of up to $25 per day.
* If monetary penalties and costs for repairs are not paid within 30 days of written notification, the Board may pursue additional remedies in the appropriate court. The Owner shall then be responsible for any costs incurred in the collection effort.

13.3 If an Owner receives a complaint letter from the Board, before the specified deadline the Owner may respond in writing to the Board to deny the complaint or to explain extenuating circumstances. If the matter cannot be resolved at that point, the Owner may request to meet with a representative of the Board to discuss the issue. If necessary, the Owner may request a further meeting with the entire Board. If no resolution is reached, the Board may proceed with the complaint process outlined in 13.2.