

MONTAINE at ALDARRA HOMEOWNERS' ASSOCIATION
RULES AND REGULATIONS
(Adopted by the Board 2/21/12)

This document contains the rules, regulations, and policies that govern living in our community. The Rules and Regulations contained in this document are based on local city ordinances and the Declaration of Covenants, Conditions and Restrictions, Articles of Incorporation, and Bylaws for Montaine at Aldarra and have been adopted by the Board of Directors as the Rules and Regulations for Montaine at Aldarra. These Rules and Regulations do not replace the above mentioned documents but serve only to clarify them. **Compliance with these Rules and Regulations is not voluntary.** By accepting the deed to your property, you agreed to abide by these documents in an effort to protect the value of all of the Owners' Properties.

- I. Authority
 - a. Article X Section 3 Sub-Section (xi) of the Covenants, Conditions and Restrictions authorizes the Board to "Adopt and publish rules and regulations governing the members and their guests and establish penalties for any infraction thereof."
- II. Adoption
 - a. These Rules and Regulations are adopted by the Board of Directors on February 21, 2012. Any amendments or additions to these Rules and Regulations shall refer to the date that the section was amended by any subsequent Board of Directors.
- III. Membership
 - a. Any homeowner who is the legal owner of any property subject to assessment by the Montaine at Aldarra Homeowner's Association shall be a member of the Association.
 - b. Membership in Good Standing
 - i. A member is in good standing if they are neither delinquent in any monies owed to the Association, nor currently held in violation of any of the governing documents by the Board of Directors. For purposes of this section, a Homeowner shall be in violation upon having received a second notice of violation from the Board of Directors. The first notice is considered a courtesy notification.
- IV. Board of Directors
 - a. The Montaine at Aldarra Homeowners' Association is governed by a Board of Directors consisting of three (3) voting members elected by the Membership. Each member of the Board of Directors serves a three (3) year term. Each year at the Annual Homeowners' Meeting of the Association one member of the Board of Directors is elected.
 - b. The Board of Directors also consists of one (1) non-voting member who is selected by the Board of Directors following the election at the Annual Homeowners' Meeting. The Board has traditionally offered this position to the member receiving the second greatest number of votes during the election.

c. Qualifications of Board Membership

- i. Each Board Member must be a Member in good standing of the Association, at all times. Further, the Member must be currently residing in a home subject to assessment by the Association, and have resided in that home on a continuous basis for a period of no less than one year during the year leading up to their assumption of the position to the Board.

V. Meetings

a. Regular Meetings

- i. The Board of Director's typically meets once a month, but no less than three times a year. The Board's meetings are open to any member of the Association. Therefore, any member of the Association may attend the Board of Director's meetings. The Board of Directors may publish its regular meetings on a website maintained by the Board of Directors.
- ii. Members attending regular board meetings will be permitted to listen to all discussions held by the Board, unless the Board needs to meet in closed session, pursuant to Section 3.3.8 of the Bylaws. Members in attendance at regular Board meetings do not have the right to speak or interrupt the meeting. If a member wishes to address the Board of Directors, that member shall submit the subject they wish to address to the Board in writing at least one business day prior to the meeting. The Board may in its sole discretion decide to have an open forum at a regular meeting, but is under no requirement to do so.
- iii. If the Board decides to meet in closed session, any member in attendance shall remove themselves from the location of the meeting if practicable. If it is not practicable for the members in attendance to remove themselves, the Board may suspend the meeting, and reconvene the meeting at another time following meeting in closed session.

b. Annual Homeowner Association Meetings

- i. The entire Membership meets once per year at an Annual Homeowners' Meeting. At this meeting, the Board will present to the Association issues of concern that it deems necessary to bring to the attention of the Membership. A Meeting of the entire Membership shall only occur when a quorum of Members are present in person or by proxy.
- ii. Additionally, at a Special Meeting of the Membership, the Board shall present the Annual Budget for the Homeowner's Association. Any member in good standing may vote to approve or reject the presented budget. However, pursuant to Article VII, Section 4 of the CCR's, in order to reject a budget at least seventy-five percent (75%) of all Members (whether present or not) must vote to reject the budget.

c. Quorum

- i. Quorum at any Meeting of the entire Membership of the Association shall be thirty-four percent (34%) of all Members of the Association.
- ii. Each member of the Association is expected to participate in the governance of the Association at the Meetings of the Whole. In the event that the Association holds a properly noticed Meeting of the entire Membership but quorum is not

achieved through attendance or proxy, the Board shall assess each member not in attendance either in person or by proxy \$25.

VI. Grandfathering

- a. The Board of Directors shall have the authority to amend these Rules and Regulations as it sees fit and in the best interests of the Association and Community. However, any Rule and Regulation amended by a subsequent Board of Directors that through its amendment materially changes the position of a Homeowner by placing an additional burden on them, whether by addition or subtraction, shall have no effect on that Homeowner, unless one of the following conditions is met:
 - i. Sixty-six percent (66%) of the Membership at a Meeting of the entire Membership, votes to incorporate the amended Rule or Regulation into these Rules and Regulation;
 - ii. The amendment is necessary to maintain the health or safety of the community; or
 - iii. The amendment to the Rules and Regulations is required by law or ordinance.
- b. Upon sale of a property subject to grandfathering the amendments for which the property was grandfathered against shall become effective with the sale of the property, unless enforcement of said amendment would place an undue burden on the new homeowner or prevent the sale of the property.

VII. Common Use Areas

- a. The Association maintains a number of parks and playgrounds for the use and enjoyment of the community. The use of these areas is limited to residents of the Community. Any person using these areas must be accompanied by a resident of the Community.
- b. Parks and playgrounds are available for use from dawn to dusk.

VIII. Quiet Hours

- a. In order to preserve the family nature of the community, no resident shall permit noise to be heard outside the home such that it is audible to any other resident anytime between the hours of 10pm and 7am.

IX. Maintenance of Lots

- a. Front or Street Side Landscaping
 - i. Residents are expected to maintain their lawns and landscaping. Lawns are to be cut on a regular basis, and in no case shall a resident allow their grass to be greater than four (4) inches in length. Landscaping shall be maintained in a healthy condition, and dead landscaping shall be removed as soon as practicable. If the Homeowner fails to maintain their landscaping in these areas after notification by the Board, the Homeowners' Association may remove such dead landscaping or cut any grass not meeting the above requirements. In the event that the Homeowners' Association takes this actions, the Homeowner may be charged the actual costs of such service, an administrative fee of twenty-five (\$25) dollars, and/or a fine set by the Board per the CC & R's.
- b. Backyard Landscaping
 - i. Lawns in the back of the homes shall be maintained. No resident shall permit the lawn in the rear of their property to grow more than five (5) inches in length.

- ii. Gardens are permitted in the backyards to the extent that the garden is not visible from the roadways.
 - iii. Residents may plant trees, shrubs or other landscaping on any portion of their property they desire that is not visible from the roadways of the Association. However, any trees, shrubs or other landscaping shall not interfere with the view, outlook or access to sun or light of another resident. Trees originally planted by the builder or replaced by the resident that grow to a point that they obstruct another resident's view are exempt. Residents desiring to place trees or other plants that will over the course of time obstruct another resident's view shall prior to planting obtain approval from all potentially impacted homeowners as well as from the Architectural Control Committee. Obstruction shall be defined as blocking more than fifty (50%) of the view originally present.
 - iv. No resident shall place landscaping on any portion of their property visible from the roadways that was not originally provided for as landscaping by the builder. Any changes to the landscaping area in front of a home must be approved by the Architectural Control Committee.
 - v. Trees may not be removed unless there is the presence of disease or damage, or potential for harm to structures or other plantings. All other tree removals require prior approval from the Architectural Control Committee. "Topping" of mature trees (removing the upper-most portion of the tree's crown) is not permitted.
- c. Exterior Maintenance of Homes
- i. Residents are expected to maintain the outside condition of their homes. Homes shall be repainted when due to weather or time it becomes necessary. The Home shall be painted in the same color and trim as it was originally painted. The Board maintains a list and samples of all original colors. Owners requesting a change in exterior home colors must submit a request to the Architectural Control Committee for approval before painting begins.
 - ii. Roofs shall be replaced when necessary with asphalt shingles of the same size and color as originally present. No wood or cedar shingles are permitted.
 - iii. Driveways and walkways are the property of the Homeowner. Homeowners are expected to maintain their driveways and walkways in a good state of repair.
 - iv. Residents shall keep their driveways and walkways free from ice and snow at all times. In the event of snow, residents shall shovel or otherwise remove snow from their driveways and walkways within twenty-four (24) hours from the cessation of the snowfall.
 - v. For security purposes, residents shall keep their driveway post lights in operative condition. Residents shall replace burned out lights within one week of receiving notification of burned out lights. The Homeowners' Association may replace any burned out lights at any time following one week from notification of the burned out condition. Residents having switchable post lights shall keep their post lights on until 10pm each evening.

X. Fences

- a. Homeowners are permitted to fence their back yards after receiving approval from the Architectural Control Committee. All fences shall be consistent with the fences

originally provided by the builders. No fence shall be greater than six (6) feet in height as measured from the ground. Fences on retaining walls shall be measured from the property owner on the back of the retaining wall.

- b. Common fences shall be maintained by all adjoining homeowners and they shall share equally in the maintenance of the fences. Fences shall either be painted in the original color or shall be stained in a natural tone.
- c. No fence shall extend beyond the front elevation of the home.
- d. A homeowner desiring to fence in their entire backyard shall have at a minimum one gate permitting access to the backyard without entering into the home.

XI. Pets

- a. All residents shall comply with all laws and ordinances of the City of Sammamish, King County and the State of Washington regarding the possession and control of pets.
- b. No resident shall be permitted to keep any exotic or endangered animal on their property. Exotic animals are any animal that is not a domesticated dog, cat, small rodent, small non-venomous reptile, or bird. If a homeowner currently owns an exotic animal, at the time of the adoption of these rules that homeowner may continue to own said animal until such time as that animal passes on. However, in no instance shall a homeowner possess any venomous or endangered animal.
- c. All pets shall be leashed at all times when they are not in a fenced backyard or in their respective home.
- d. No resident shall permit their animal to produce a noise which is a nuisance to the community. A nuisance shall be defined as making a noise for a period of ten (10) consecutive minutes at a level that can be heard outside the home.
- e. No resident or guest shall permit their animal to defecate or urinate on the property of another resident. If their animal defecates or urinates on the property of another resident they shall immediately remove the material from the property and properly dispose of said material.
- f. Any resident permitting their pet to roam off leash in the Community shall be in violation of this section.
- g. Any animal that bites or scratches another resident or guest, or exhibits aggressive behavior towards the same in the common areas of the Community shall be removed immediately from the community.

XII. Sports Equipment

- a. Hockey nets, basketball hoops, or other sporting equipment may be used in the Community. However, when said equipment is not in use it shall be stored out of sight. No basketball hoops shall be permanently attached to any home.

XIII. Soliciting

- a. Montaine at Aldarra does not permit soliciting within the community. The Board will permit limited solicitation by residents through the Community website. Door to Door Soliciting is prohibited.

XIV. Parking

- a. Parking on Roadways
 - i. No vehicles shall be permitted to park on the roadways of the association for more than twenty-four hours (24). Any vehicle, trailer or other object parked on

the roadways of the Association for more than 24 hours may be removed by the Association at any time without warning. Any costs associated with the removal of the vehicle shall be the responsibility of the registered owner.

- ii. Any vehicle observed parked on the roadways of the Association for more than three (3) consecutive days in a row may be removed by the Association at any time without warning. This provision is effective regardless if the vehicle has been moved at any time during the previous 3 days.
- iii. If a resident needs to park on the roadways of the Association for a period exceeding 24 hours the resident shall submit a request in writing to the Board stating the reasons why it is necessary to park on the roadways and the duration of the need no less than three (3) business days prior to parking on the roadways. Need generally shall be limited to repairs to the driveway or garage that makes parking at the residence impracticable. The Board shall consider the request no less than two (2) business days from receipt of the request and shall notify the resident of the approval or denial of the request.

b. Parking on Driveways

- i. Each resident is expected to park all of their vehicles in the space provided in their garage. Residents may request from the Board an exception to this policy. The Board shall grant to the resident an exemption for a maximum of one vehicle provided that the following conditions are met.
 - 1. The number of vehicles for which the resident regularly parks at the residence is no more than the number of spaces provided by the builder plus one. (e.g. 3 car garage 4 vehicles)
 - 2. If the number of vehicles for which the resident regularly parks at the residence is equal to or less than the number of spaces provided by the builder the resident shall provide to the Board of Directors sufficient evidence of the following
 - a. That all of the vehicles regularly parked at the residence cannot fit in the space provided by the builder at one time. Sufficient space shall constitute the ability to access all of the vehicles in the garage without the need to open the garage.
 - b. That the storage of goods in the garage by the resident is not the reason the vehicle cannot be parked in the garage space. (i.e. all vehicles would fit, but for the use of space in the garage for storage).
 - c. That none of the vehicles is a commercial vehicle, trailer or recreational vehicle.
- ii. If the above conditions are met the Board shall grant the exception, the resident shall be permitted to park one vehicle on their driveway and outside the garage. At all times the vehicle shall be maintain a current Washington State registration (unless the resident is an active duty member of the United States Armed Forces), be insured, and be in a drivable condition.

XV. Enforcement

- a. It is the policy of the Association to protect the rights and privileges of the Homeowners and to enforce the governing documents (CC&Rs, Bylaws and Rules and Regulations).

Pursuant to the authority vested in the Board of Directors of the Association by the CC&Rs and its Bylaws, the following system has been established for penalties and fines. A member shall be responsible for the acts or omissions of his/her guests, lessees or invitees.

- b. Fines:
 - i. Any fine imposed by the Board cannot exceed one hundred dollars (\$100) for any single violation.
- c. The Violation Process
 - i. 1st Offense: Notice of Violation
 - ii. 2nd Offense: 2nd Notice of Violation and a fine of no more than \$25
 - iii. 3rd Offense: 3rd Notice of Violation and fine of no more than fifty dollars (\$50)
 - iv. 4th and subsequent offenses of the same violation: Notice of Violation, and a fine of \$100, and/or imposition of additional penalties or actions at law to cause compliance.
- d. Violation Notice
 - i. Each violation notice shall specify the nature and date of the violation, or the date said violation was identified, and if applicable, state a reasonable time in which to comply with the Rules and Regulations.
- e. Appeal
 - i. The homeowner shall have the right to appeal the assessment of a fine imposed by the Board of Directors. Any such Appeal shall be made in writing to the Board stating the reasons for the Appeal. The Board may grant such Appeal or deny the Appeal. If the Board denies the Appeal the Board shall submit to the homeowner a statement in writing why the Appeal was denied. If the Board grants the Appeal the process shall follow the process for Hearings defined below.
 - ii. A homeowner may Appeal the decision of the Board on Appeal to the Members of the Association. In order for the Association to hear the Appeal from the Homeowner, the Homeowner shall present to the Board a petition signed by at least one-third (1/3) of all the Homeowners in good standing requesting the Appeal be heard by the Association. Upon submission of the Appeal the Board shall cause the matter to be heard at the next Meeting of the Whole. While the Appeal is pending all fines and penalties shall be stayed.
- f. Notice of Hearing
 - i. If it is determined there is sufficient evidence of violation to warrant imposition of a penalty or action at law, the homeowner shall be notified in writing, by certified mail, of the Board's intent to seek compliance. Such notice shall state the specific violation and the nature of the penalty or action considered. Such notice shall also provide for a hearing set within 30-days of such notice. Upon written notice by the homeowner of his inability to attend the hearing on said date, a reasonable effort shall be made by the Board to accommodate the homeowner on another date to be mutually agreed upon by the homeowner and the Board.

- g. The Hearing
 - i. In the event a hearing is held, it shall be before the Board of Directors and shall be an open or closed session at the discretion of the homeowner. If a member is sent a notice of hearing and does not respond to the notice and/or attend the hearing, the Board will conduct the hearing without the homeowner and take appropriate action, which may result in a penalty or action.
- h. The Decision
 - i. The decision for or against the imposition of penalty or action by the Board of Directors after the hearing shall be by official Board action and shall be made in writing to the homeowner, setting forth the reason(s) for such decision.
- i. Authority to Direct Enforcement
 - i. Serving Board Members reporting a violation they observed may direct the property management company to send a Notice of Violation/Request to Correct.

XVI. Amendments

- a. These Rules and Regulations may be amended by the Board of Directors at any time. Prior to amending these Rules and Regulations the Board shall publish the proposed amendments on the Community Website for a period of no less than thirty (30) days. During this period any homeowner may provide comments on said amendments. Following the 30 day period the Board may vote to adopt the proposed amendments taking into consideration any comments received.
- b. The Association may at any Homeowners' Meeting of the entire community, present an amendment to these Rules and Regulations for consideration by the Association. If an amendment is presented by the Association under this section and approved by a majority of the persons in attendance at the meeting either in person or by proxy the amendment shall become part of these rules and regulations. If the amendment is approved by seventy-five (75%) percent of those present either in person or by proxy, the amendment shall become part of these rules and regulations, and the Board shall not have the power to amend the amendment in the future without first presenting said amendment to the Association membership for approval.