

**PARKSIDE AT WOODBRIDGE  
CONDOMINIUM ASSOCIATION**

**04.**

**RULES & REGULATIONS/  
RESOLUTIONS**

**PREPARED BY:**



PARKSIDE AT WOODBRIDGE CONDOMINIUM  
ASSOCIATION

House Rules

01/01/05

**I. AUTHORITY & PURPOSE**

Whereas, Section 14.5.1 of the *Declaration and Covenants, Conditions, Restrictions, and Reservations Parkside at Woodbridge, A condominium* expressly authorizes The Board or The Association membership to "pass, amend and revoke detailed, reasonable administrative rules and regulations, or 'House Rules,' necessary or convenient from time to time to insure compliance with the general guidelines of this Article. Such House Rules shall be binding on all Unit Owners, lessees, guests and invitees upon adoptions by the Board or the Association."

Whereas the association requires certain rules and regulations in order to operate the association in a manner that will best maintain the value and integrity of the association. 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 strictly with the declaration, bylaws and these house rules to promote the harmony and cooperative purposes of the community. Each owner is fully responsible for the compliance of their family members, guests, tenants and other occupants of the owners' unit while they are within the boundaries of Parkside at Woodbridge. Therefore, any reference in these rules to "unit owner" or "owner" shall include their family members, guests, tenants and other occupants of the owners' unit.

Whereas, the needs of the association from time to time change and require amendments to and restatement of the rules and regulations.

**Now, therefore, be it resolved that the following rules are adopted on 09/01/2004 and shall become effective on 01/01/2005.**

**II. PREAMBLE & ENFORCEMENT**

In order to foster harmonious interpersonal relationships, to promote cooperation and genuine friendship, preserve the peace and the integrity of our common endeavors to the end that these will enhance and improve the values of our proprietary interests in our community for our mutual benefit, the following rules are hereby adopted for implementation without discrimination according to race, color, gender, creed, age, familial status or disability.

**PENALTY FOR RULES VIOLATIONS**

A unit owner may be penalized for violation of these Rules. The penalties shall be assessed against the unit and the unit owners, and shall be collectible in the same manner as dues assessments. All remedies that apply to the collection of delinquent assessments shall also apply to the collection of these fines.

## **CAUSE FOR ACTION**

Action will be taken by the Board regarding any violation if any of the following occur:

- A. The Board (or a member of the Board) directly encounters the violation.
- B. The association's agent directly encounters the violation.
- C. Two written complaints about a violation has been received by the Board from two different unit owners (on behalf of themselves or their tenants) within a three (3) month period.
- D. Through a decision of panel of peers at a conciliation hearing as described on the next page.

In the event that such violations threaten life, health, or property, the Board may act without taking such steps.

## **ACTION**

The action will generally consist of a warning letter, which will indicate a reasonable time frame in which to correct the violation, prior to any fine. When a fine is implemented, the owner being fined will be notified and his homeowner association dues account will immediately reflect the fine. If the party violating the rules is a tenant, and the unit owner fails to initiate appropriate action to enforce compliance or removal of the tenant(s) in a timely manner, the Board, in its discretion, may cause the tenant(s) to be evicted at the expense of the owner.

## **PENALTY AMOUNTS**

Rules violations are categorized into three levels with corresponding monetary fines for each level. The rules outlined below are preceded with a "1", "2" or "3" to indicate the level of violation. It should be noted that the purpose of these fines is not to produce revenue but to maintain quality of life standards at Parkside at Woodbridge and to protect property values. All funds collected will go into the associations operating funds.

### **Level 1 (minor)**

1st offense = warning

2nd offense = \$25

Subsequent offense = \$50

### **Level 2 (medium)**

1st offense = warning

2nd offense = \$50

subsequent offense = \$100

### **Level 3 (serious)**

1st offense = warning

2nd offense \$100

subsequent offense = \$200

## **DUE PROCESS PROCEDURE & CONCILIATION HEARINGS**

A. If any owner feels that any action taken by the Association regarding a rules violation has been erroneous he has the right to be "heard" before a panel of his peers. The purpose of the hearing is to review evidence of the violation and to consider reversal of the action that was taken by the Association with regard to the rule violation.

This panel will consist of 3 disinterested homeowners with a Board member in attendance to officiate. The meeting, arranged by the Board of Directors, will consist of the panel members, the party who originally brought the complaint (must be an owner or the Board of Directors) the party requesting the "hearing" who must also be an owner, and any other owner(s) that have are involved. Fines will not be ratified until the "due process" procedure is completed, if it is called.

B. The meeting will be an informal meeting with a panel member acting as chair. Both sides will present evidence, witnesses and testimony regarding the validity or non-validity of the complaint. The party bringing the complaint must do so in writing. Minutes of the meeting will be kept by the panel or person designated by the panel.

C. To obtain a hearing, the managing agent for the association must be notified, in writing, within 10 business days of the notice indicating that a rules violation action has been effected.

D. The agent for the association will respond to your hearing request within 30 days after receipt of the written request. If either party desires to reschedule the hearing, the other party must be notified at least 10 business days prior to the scheduled date of hearing.

E. If a hearing is requested and the party fails to appear, the panel will base their findings on the information available at the meeting.

F. Either party has a right to appeal the panel by repeating the due process procedure. However, the Board of Directors may decline the right to an appeal hearing if it feels that there is no pertinent new information to be considered.

If an owner feels that a violation of the house rules has occurred but it is has not qualified for action under the "Causes for Action" listed above under A, B, or C, he may appeal for a conciliation hearing which will be conducted in a similar manner to the Due Process Hearing. In this case the party bringing the complaint and the party accused of the violation shall both be present at the meeting along with the jury and the presiding Board member and any other owners that are involved.

## **RULES & REGULATIONS**

### **III. RECREATIONAL ACTIVITIES**

In the interest of safety, quiet and privacy and the preservation of the value of Parkside at Woodbridge property, the following regulations must be strictly observed.

#### Violation

#### Level

- |   |      |  |
|---|------|--|
| 2 | 3.1  | Riding bicycles, skateboards, roller blading, hot wheels, etc., in or through landscape areas, driveways, or in patio areas belonging to other homeowners is not allowed. Riding bicycles, skateboarding, etc. on streets is allowed by homeowners of Parkside at Woodbridge <u>only</u> ; as long as such activity is done in a safe manner.  |
| 2 | 3.1B | All riding of bicycles, roller blading, skateboards, hot wheels, etc., and the bouncing of basketballs, footballs, soccer balls, etc., in or on the streets or on sidewalks are at the sole risk and responsibility of each individual parent or guardian, and any damages incurred because of such action will be borne solely by the responsible parent or guardian and not by Parkside at Woodbridge Condominium Association. |
| 1 | 3.2  | Baby carriages, bicycles, playpens, wagons, toy benches, chairs or other articles of personal property are not to be left unattended in parking areas, sidewalks or lawns or elsewhere on the common area.   |

3 3.3 Fireworks are prohibited at all times within the community.

#### IV. EXTERIOR CONDITIONS

3 4.1 In order to preserve the uniform appearance of the buildings, and the common areas and facilities visible to the public, the Board of Directors has the sole authority to provide for the painting and other decorative finish of the buildings, decks, patios, or other common or limited common areas and facilities and to prescribe the type and color of such decorative finishes. The common and limited common areas and facilities shall not be reconstructed, rebuilt, altered, removed or replaced except by the Association acting through the Board of Directors. Owners are prohibited from modifying the structure or decoration of the buildings, decks or patios, stairways, yard areas or other common or limited common areas and facilities, including screens, doors, awnings, rails or other portions of each unit and building visible from the exterior thereof, including draperies, without the prior approval of the Board of Directors.

2 4.2 Driveways, walks 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 the rules and regulations.

1 4.3 Littering is a violation. Do not throw cigarette butts, wrappers or other articles on the ground. Place these items in proper receptacles. Please clean up any spillage or breakage for which you are responsible.

3 4.4 The exterior drains (in the street) and the ground water recharge basin shall be used only for the purposes designed. No foreign substances of any kind shall be thrown therein, or be allowed to flow therein, including but not limited to: oil, antifreeze. Biodegradable soap is acceptable. This is a regulation by the City of Redmond Surface Water Management.

3 4.5 No motorcycles, Automotive items, tires, equipment, appliances, hoses, sports gear (except bicycles which may be stored on decks), tools or power tools, household furniture, pet kennels, feeders and litter boxes, potting supplies, garbage, waste, paper, boxes or large unattractive items shall be stored on any patio or deck. Decks and patios are to be maintained in a clean and neat condition at all times. No flammable liquids or dangerous chemicals, etc., are to be stored on patios or decks.

3 4.6 Astroturf or other indoor/outdoor carpeting, or floor covering is prohibited on any common or limited common area.

2 4.7 No plastic may be applied to any exterior surface or limited common property including windows and decks except in emergency repair situations.

3 4.8 "For Rent" or "For Lease" signs are permitted only in the window of the unit and shall not exceed four total square feet nor shall there be more than one sign per unit. All

such signs shall be professionally constructed.

- 1 4.9 No exterior clothesline shall be erected or maintained and there shall be no drying or laundering of clothes, blankets, beach towels, etc., on the patios, decks or other common or limited common area.
- 1 4.10 Seasonal decorations may be installed providing such decorations do not violate the insurance or any law or ordinance. All seasonal decorations must be removed within ten (10) days after seasonal date. The Board has the right to limit any decorations.
- 3 4.11 No owner or occupant shall install wiring for electrical, cable or telephone installation, except as authorized by the Board. In addition, all antennae, satellite dishes, machines or air conditioning units, etc., on the exterior of the buildings or that protrude through the walls or roof of the buildings are prohibited, except as authorized by the Board, in writing, prior to any work being done. Any work done in violation of these rules or without written approval from the Board must be repaired to the original condition of the exterior (as determined by the Board) and the expense for such repair will be the responsibility of the unit owner.
- 3 4.12 Only one standard sized real estate "For Sale" sign (not to exceed 4 square feet) may be displayed for any single unit on sale. In addition, flyer boxes may be placed within 5 feet of the front door of the unit for sale so long as they are attached without penetration of any of the siding, trim or other components of the building, and may also be placed at another common area location that may from time-to-time be pre-designated by the Board. Owners are responsible for any damage to common areas from installation of flyer boxes and/or "For Sale" sign(s). All signs and flyers must be professionally constructed.

## **V. GARBAGE**

- 2 5.1 All garbage and trash must first be secured in a plastic garbage (biodegradable or recycled plastic preferred) bag and then placed in the proper receptacles designated for refuse collection. No garbage or trash shall be placed elsewhere on any common area, including but not limited to, the area immediately surrounding the waste receptacle. All garbage must first be secured in a plastic garbage bag and tied before placing in proper receptacles. Items not recyclable shall not be placed in the recycling containers. All boxes must be broken down. No extra-large items (mattresses, carpeting, etc.) are to be left outside for garbage pick-up.
- 2 5.2 No refuse, garbage or trash of any kind shall be thrown, placed or kept on any Common Element of the complex outside of the disposal facilities provided for such purposes.

## **VI. INSURANCE**

- 3     6.1     No unit owner or occupant shall permit anything to be done or kept in the units or in the common or limited common areas and facilities which will increase the insurance premiums thereon or result in the cancellation of such insurance on any unit or any part of the common or limited common areas and facilities. Additionally, there shall be no storage of gasoline or other combustibles on the premises, if the insurance company so requires.
- 6.2     Residents are advised to purchase an association homeowners' policy (Form HO-6) or a tenant's policy (Form HO-4) to protect personal property of the resident and any damage to the interior of the building for which the resident is responsible. Parkside at Woodbridge Condominium Association is not responsible for the interior structure or the personal property of any unit or unit owner.

## **VII. NOISE AND OFFENSIVE ACTIVITIES**

- 2     7.1     Noise or disturbances which would unreasonably annoy owners or occupants at Parkside at Woodbridge are prohibited at any time. Keep stereos, TVs, musical instruments, voices, pets, etc., at a low enough level so that others around you will not be disturbed.
- 2     7.2     Quiet hours are from 10:00 P.M. to 8:00 A.M. seven days a week. Noise level must be held to a minimum during this period. All occupants shall avoid making noises, and using musical instruments, radios, and amplifiers in such manner as may disturb other occupants.
- 3     7.3     No noxious or offensive activity shall be carried on in any unit or common areas and facilities, nor shall anything be done therein which may be or become an annoyance or nuisance to other unit owners or which would be a violation of any laws.
- 3     7.4     Homeowners and tenants are responsible for controlling all objectionable pet noises during "quiet hours" and while pets are left unleashed.

## **VIII. PARKING/VEHICLES**

- 2     8.1     Excessive vehicle noise from damaged mufflers, etc., is not allowed. Honking of horns is prohibited except to warn of imminent danger. When starting your vehicle and leaving, make your exit as quietly (no engine "revving" or long warm ups) and as quickly as possible. Turn your stereo down and keep it down. No vehicle shall be left running for more than 2-3 minutes to prevent exhaust build-up around buildings and to keep noise levels down. Vehicles shall not be left running unattended.
- 1     8.2     All vehicles shall bear valid license plates and tabs. Vehicles must be in running condition and capable of movement at all times. No inoperable vehicles may be stored at any time. Flat tires must be repaired within 3 days.

- 1 8.3 Storage of vehicles for anyone other than residents is prohibited. Those vehicles in violation will be towed at owner's expense.
- 2 8.4 No motor rebuilds, body work or major vehicle repairs shall be done on the property, except in a unit owner's garage. Only very minor adjustments of vehicles are to take place in common or limited common areas. No work that will produce spillage of any kind on the asphalt - e.g. gas, oil, grease, anti-freeze or radiator water is allowed.
- 3 8.5 No vehicle shall be parked in a manner that obstructs another vehicle, a garage entrance, a carport, or a handicap space (without handicapped plates or placard), or takes up more than one parking space.
- 2 8.6 Community parking are intended for the use of unit owners guests. Because of the limited number of parking spaces, unit owners shall refrain from using these stalls. No vehicles may be "stored" in these stalls whether operable or inoperable. Guests, that are visiting or interacting with a unit owner, may use parking spaces for a maximum of 24 hours at any one time.
- 2 8.7 Boats, trailers, buses, recreational vehicles, or any vehicle over one ton weight or which is larger than the parking space are not allowed except during move in or move out or for deliveries to a unit.
- 2 8.8 Parking spaces are restricted to use for parking of operating personal vehicles; other types of vehicles (i.e., commercial vehicles), equipment or other items may be parked or kept therein only if permitted by the Board of Directors. 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 item improperly stored in parking. If the same is not removed, the Board may cause removal at the risk and expense of the owner thereof.
- 2 8.9 Any vehicle which violates the provisions of this Section 8 is subject to being towed at the owners risk and expense. Vehicles which present an immediate danger to life or safety or which are parked in a fire lane or other marked "No Parking Area" or in another resident's space or obstructing traffic or another parked vehicle or parking space may be towed without notice.

## **IX. PETS**

- 2 9.1 Dogs and cats are permitted subject to the King County Animal Control Pet Ordinance. However, pet owners are responsible for their pets. If any resident keeps a dog or cat in his or her unit, he or she shall take all care required to ensure that said pet does not disturb other residents. Because of the close proximity of units, unit owners must keep the noise level from animals to a minimum at all times. Unit owners keeping a pet are jointly and individually responsible for any damage, which their pets may do to the common areas and facilities or to the property of another owner or occupant.



Damage done by a pet to the property of another resident is a matter strictly between the pet owner and the person whose property is damaged. Dogs and cats are not to be left unattended outside, tied outside a unit, on patios, decks, or any other part of the common area. All dogs outside the confines of their unit must be leashed and accompanied by their owners on the common areas.

- 2 9.2 No animal waste is permitted on any landscaped areas. Animal's waste must be cleaned up immediately. Bagging animal waste in plastic bags for disposal is required. Any damage to landscaped areas in violation of this rule will be repaired and charged to responsible pet owner(s).
- 3 9.3 There shall be no breeding of animals for private or commercial use on the premises.
- 2 9.4 The Board of Directors may require the removal of any animal which the Board, in exercise of reasonable discretion, finds disturbing other unit owners unreasonably or if the owner continues to violate rules concerning pets, and may exercise this authority for specific animals even though other animals are permitted to remain. This right of removal of any animal will be invoked only as a last resort.
- 2 9.5 Unrestrained and unleashed animals, are subject to being reported to King County Animal Control (296-PETS) by any unit owner.

## **X. RENTALS**

- 3 10.1 Unit Owners may lease their units, provided that: (1) the term of the lease shall be a minimum of six months; (2) the Lease specifically shall incorporate these rules as terms of the Lease; (3) the unit owner grants the Association authority to enforce these rules against tenants by means of unlawful detainer actions; and (4) the unit owner takes responsibility for any penalties assessed against any tenant of his or her unit.
- 3 10.2 If an owner fails to evict a tenant who is in continuing violation of the rules, the Board of Directors may take appropriate action, including eviction (when allowable by state law), at the homeowner's expense. Owners are responsible and liable for tenant's action.

## **XI. RESIDENTIAL USE**

- 3 11.1 The units shall be used exclusively for single family residential purposes, for the common social, recreational or other reasonable uses normally incident to those purposes and for purposes of operating the Association and managing the Association. Residential purposes include sleeping, eating, food preparation for on-site consumption by occupants and guests, entertaining by occupants of personal guests and similar activities commonly conducted within a residential dwelling, without regard to whether the owner or occupant resides as a primary or secondary personal residence, or an ownership, lease or invitee basis.

- 1 11.2 Each unit owner shall keep the unit in a good state of preservation, repair and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance.
- 3 11.3 Nothing shall be done in any unit or on the common area which might impair the structural integrity of the buildings or which might structurally change the building nor shall anything be altered or constructed on or removed from the common area, except upon the prior written consent of the Board of Directors.
- 3 11.4 No unit shall be used as a rooming house or other place of transient accommodation nor to carry on any trade or business (except as set forth in 11.5), including a bed and breakfast facility.
- 3 11.5 No trade or business of any kind may be conducted in or from any unit except that an owner or another occupant may conduct business activity within the unit only if:
- 11.5.1 The existence or operation of the business activity within the unit is not materially and adversely apparent or detectable by sight, sound or smell from the exterior.
- 11.5.2 The business activity does not involve noticeably large volumes of persons coming onto the property who do not reside in the Association.
- 11.5.3 In the sole discretion of the Board, the business activity is consistent with the residential character of the association and does not constitute a nuisance or hazardous or offensive use.
- 11.5.4 The terms 'business' and 'trade', as used in this provision, shall be construed to have their ordinary generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether (a) the activity is engaged in full or part-time; (b) the activity is intended to or does generate a profit; and (c) a license is required to engage in the activity.

## **XII. LANDSCAPING**

- 2 12.1 The owner of each residence may plant annuals on the decks or patios of their units in suitable containers (i.e., clay pots or wooden planter boxes). In the entry walkway areas, no plantings shall be allowed if they obstruct the walkway or if they present any other safety hazard. No flowers, plants, shrubs, etc. are to be planted in the common areas.
- 3 12.2 No trees are to be planted anywhere, at any time.
- 2 12.3 Any flower boxes or flower containers set on deck ledges must be properly secured to prevent accidental injury to persons below. No unsecured flower containers may

be set on any deck ledge. Clamps are available at nurseries.

- 2 12.4 Individual plantings must be maintained on a day-to-day basis.
- 2 12.5 Any exterior landscaping by a homeowner or tenant must be approved by the Board of Directors and maintained by the homeowner or tenant in a responsible manner. No hazardous or deep-rooted plants will be approved.
- 2 12.6 Anything planted in the common area by the homeowner becomes the property of the association; however, the Association will not be responsible for such planting.
- 2 12.7 Removal of homeowner plants which have died or are deceased shall be done at homeowners and the area must be brought back to its original condition by the homeowner.

### **XIII. MISCELLANEOUS**

- 1 13.1 Solicitation/Advertising/Posting - Canvassing, soliciting (of any kind), and peddling are not permitted on the property. No advertisements shall be posted in the common areas, including all mailbox areas.
- 1 13.2 Hoses - Hoses shall be removed from the common/limited common areas when use is completed.