

**Rules and Regulations
Lakeside at Cypress Cove Condominium
Revision 6 updated June 2014**

The following are the Rules and Regulations adopted by the Board of Directors of Lakeside at Cypress Cove Homeowners Association pursuant to the authority granted to the Board in Section 10.4.1 of the Declaration of Lakeside at Cypress Cove Condominium.

We are living in close association with our fellow residents and common courtesy dictates that our actions not infringe on the rights of the 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 the 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 owner's unit while they are within Lakeside at Cypress Cove boundaries.

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:

- (Fine Level 1) = \$50.00
- (Fine Level 2) = \$100.00
- (Fine Level 3) = \$200.00

Second and subsequent offenses are double these amounts. Penalties assessed against an Owner shall be collectable as delinquent Assessment's. Fines will be payable to the Lakeside Homeowners Association within 10 days of notification and a late fee of \$40.00 per month will be assessed against an Owner for late fine payments. (Revision 5)

ARTICLE 1. COMPLAINT PROCEDURE AND ENFORCEMENT

- 1.1 The Board of Directors has the authority to enforce the rules. Please notify the Property Manager or a Board member in writing if there is a problem. The Board has delegated to the Property Manager the authority to take rules enforcement action consistent with the Due Process Rules Enforcement Procedures, including contacting violators to seek compliance and issue warnings.
- 1.2 Unit owners are responsible for the conduct of all members of their family or household and for the conduct of their tenants and guests and each unit owner and tenant are jointly and individually financially responsible for any damage done to condominium property of other owners by all members of their family or household, their tenants and their guests. Both the unit owner and a non-owner violator may be penalized for violation of the rules. Penalties assessed against the unit and the unit owner 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 a part of the Bylaws or the Rules. For a copy of the legal description of the Due Process Rules Enforcement Procedures contact the Property Manager.

ARTICLE 2. DELINQUENCIES

- 2.1. "Assessment" means all sums chargeable by the Association against an Owner, including without limitation; (Revision 2)
 - 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 accounts
- Cost and attorneys 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

Please see Attachment A, Resolution for Delinquent Assessments, for details regarding collection of all past-due assessments.

- 2.2 Regular monthly Assessments are due on the first day of every month. A late fee of \$40.00 will be assessed by the Association against any Assessment account, which is not paid in full by the 20th day of the month. (Revision 2)
- 2.3 The Property Manager will charge a fee of based on current market NSF charge to an Owner for each check that is returned unpaid. (Revision 2)

ARTICLE 3. EXTERIOR CONDITIONS

- 3.1 In order to preserve the uniform appearance of our neighborhood, the Board of Directors has the authority to approve any changes to the exterior of units, as well as common and limited common elements, from its original state. Please refer to Declaration Section 11.7, Exterior Maintenance and Appearance, for complete text. (Revision 2)

Homeowners are required to submit a Property Change Notice and obtain Board approval PRIOR to any changes to the exterior that deviate from the original state. (Attachment C– Property Change Notice) (Fine Level 3)

This includes but is not limited to the following: Painting, roofing, siding, windows, screen/storm doors, awnings, decks, patios, concrete work, hot tubs, trellises, arbors, lattice, fencing, plants, shrubs, trees, satellite dishes, flags and external wiring. A standard of appearance guidelines have been developed to evaluate proposed alterations. (Attachment B – Standard Appearance Guidelines)

Roofs: (Fine Level 3)

1. A PCN must be submitted prior to roof replacement.
2. Replacement materials must be the same type (asphalt shingles), style, and in the same color scheme as the original roof, black to dark grey.
3. New roof MUST be replaced with at least a 30 year or lifetime guarantee materials
4. Roof and eaves must be kept free of all unsightly material including but not limited to moss and vegetation. (Revision 4)

Gutters: (Fine Level 3)

1. A PCN must be submitted prior to gutter replacement.
2. Replacement materials must be the same type, style, and in white only
3. Gutters must be kept free of all unsightly material including but not limited to moss and vegetation. (Revision 4)

Siding and Trim: (Fine Level 3)

1. The vinyl siding must be maintained with regular washing and replaced if damaged. Contact a board member or the Website for information on your siding.
2. Any trim and/or wood siding must be maintained with regular washing and painting as required. Color scheme available on LCC website or board member.
3. A PCN is required before replacing any or all of the siding (vinyl or wood) with any changes to different from the original. The PCN must include the manufacturer, siding specifications and sample of color. (Revision 4)

In our community we have two groups who are affected differently by changes in landscape, arbors, trellis, and lattice work. Those who have lake and mountain views have different issues concerning these things than those on the interior of the circle and those along the west side. As a result the board may use its discretion when making decisions on landscape requests based on how it will affect the neighborhood.

In reference to plants, shrubs, trees, and other landscape changes special attention needs to be made to ensure lake and/or mountain views are not in any way obstructed and that current planting are maintain so that they do not grow onto neighbors property or grow through the fences. Examples include but are not limited to ground covers, vines and other climbing plants, bushes, etc.

- 3.2 Roads, 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. (Fine Level 2) (Revision 1)
- 3.3 Littering is prohibited (Fine Level 2)
- 3.4 Nothing may be placed on or hung over fencing. No accumulation of garbage, waste, paper, boxes, garbage cans, appliances, ladders or other inappropriate items shall be placed or stored on decks, patios or in view from the street. No flammable liquids or dangerous chemicals are to be stored on decks, patios or other storage areas. (Fine Level 3) (Revision 1)
- 3.5 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 fences. (Fine Level 1) (Revision 2)
- 3.6 Except as specifically prohibited in this Section, no signs, pictures or posters of any kind shall be displayed to the public view on or from any unit or from the common areas and facilities without the consent of the Board of Directors. This prohibition shall not apply to "for sale" or "for rent" signs, provided that they are reasonable with respect to size and appearance and they are placed in a unit window only. A permanent real estate signpost is located in the front entrance area with flyer boxes attached. No other real estate posts may be erected nor signs displayed in the yards within the community. (Revision 1)

Seasonal decorations may be installed or hung from the patio or windows providing such decoration do not violate any law or ordinance. All seasonal decorations must be removed at the season's ending. (Fine Level 1)

- 3.7 No owner or occupant shall install wiring for electrical or telephone installation, television antennae, machines or air conditioning units, etc. on the exterior of the buildings or that protrude through the walls or roof of the buildings except as authorized by the Board in writing, prior to any work being done. (Fine Level 3)
- 3.8 No outdoor trampolines or above ground swimming pools are allowed. Small children's wading pools are permissible as long as they do not hold more than 10-15 inches of water when filled. (Fine level 3) (Revision 2)
- 3.9 It is the responsibility of the homeowner to maintain their yard, which includes watering, feeding, trimming and replacement, in a manner commensurate with the community. (Revision 2) This includes:
- Lawns mowed and edged on a regular basis.
 - Yards and flower beds free from weeds and pests
 - All bushes, shrubs and plants must be kept trimmed. Those bushes, shrubs and plants by fences should not lean, press or be allowed to grow through the fences into neighbors yards. Those on the lakeside should ensure that bushes, trees, shrubs, or other objects are kept at or below the fence line if it affects others view of the lake. (Fine Level 1)

ARTICLE 4. INSURANCE

- 4.1 No unit owner or occupant shall permit anything to be done or kept in the units, common or limited areas that will cause cancellation of insurance on their unit, neighboring units or cause a liability to the community association. There shall be no storage of large amounts of gasoline or other volatile combustibles in the units. (Fine Level 3) (Revision 1)

ARTICLE 5. NOISE AND OFFENSIVE ACTIVITIES

- 5.1 Quiet hours are from 10:00 PM to 8:00 AM seven days a week. Please take extra care to keep the noise level down during this period, especially during the summer when windows are often open. Examples include but are not limited to parties, talking on the telephone, music or television noise that can be heard in the neighboring units. (Fine Level 3) (Revision 2)
- 5.2 Major construction and remodeling activities shall be carried out only between 8:00 AM and 6:00 PM. Homeowners are responsible for the conduct of their contractors including parking infractions. (Fine Level 2) (Revision 1)
- 5.3 No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate in any portion of the units except in appropriate containers. Containers must be stored in a location not visible to the general public or a neighbor and shall be free of odors and pests. (Fine Level 2) (Revision 1)
- 5.4 The conduct of visitors, inside or outside of a unit is the responsibility of the resident. (Fine Level 2) (Revision 6)

- 5.5 With the exception of barbeques, burning devices are banned within 50 feet of any structure per City of Kent ordinance and the Puget Sound Clean Air Agency. The banned devices include fire pits/bowls and chimneas (free standing outdoor fireplace). For more information on outdoor burning, go to <http://www.ci.kent.wa.us> and search "Outdoor burning". (Fine Level 2) (Revision 6)
- 5.6 The use of **all** fireworks is prohibited at all time within our community. (Fine Level 3) (Revision 6)

ARTICLE 6. PARKING/VEHICLES

- 6.1 All vehicles belonging to residents and/or renters must be registered with Macpherson's Property Management. This includes both residential and commercial vehicles. (Fine Level 2) (Revision 5)
- 6.2 Speed limit is 10 mph. Speeding and unsafe driving in prohibited. (Fine Level 3) (Revision 1)
- 6.3 All vehicles parked in view of the general public and neighbors must be in running condition and capable of drivable at all times. Flat tires must be repaired immediately. This includes vehicles on driveways and on the street. (Fine Level 2) (Revision 2)
- 6.4 No motor rebuilds, bodywork or major vehicle repairs or oil changes shall be done on the property. Only minor adjustments of vehicles are allowed and should be kept to a minimum. No work that will produce spillage of any kind on the ground is allowed. (Fine Level 3)
- 6.5 No vehicle shall be parked in a manner that could obstruct another vehicle or emergency vehicle from entering, maneuvering or exiting the complex. (Revision 2)

Do not park in front of mailboxes to avoid no mail being delivered.

City of Kent Code - 9.38.110 Parking prohibited within ten (10) feet of mailboxes

- *No motor vehicle shall be parked within ten (10) feet of a clearly visible, residential mailbox which is located directly adjacent to curbside or on a public right-of-way between the hours of 8:00AM and 6:00 PM except Sunday's and holidays.*

- 6.6 Driveways are for parking of operative passenger motor vehicles. No other types of vehicles, equipment, mobile homes, trailers, trucks, campers, boats, RV's, or other items shall be parked, kept, maintained, placed, constructed, remodeled, reconstructed or repaired in the driveways or on the street. 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. If the same is not removed the Board may cause removal at the risk and expense of the owner thereof. If a commercial vehicle is required for employment it must be parked in the garage. (Fine Level 3) (Revision 5)
- 6.7 Driveways and garages should be used as the primary parking areas for residents and guests. Any recurring, habitual or long-term parking (72 hours or more) on the street will

be subject to fines and towing. Notify the Board if extenuating circumstances exist. (Fine Level 1) (Revision 4)

ARTICLE 7. PETS

- 7.1 Small, well-behaved domestic pets are allowed, however, pet owners are responsible for their pets. Residents must take all care 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. (Revision 2)
- Homeowners with complaints about aggressive or excessively noisy dogs should contact the King County Animal Control to submit a Complaint Petition Form. The Board and Animal Control Authorities will work together for a satisfactory resolution.
- 7.2 Residents keeping a pet are jointly and individually responsible for any damage, which their pet may do to common areas and facilities or 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 person whose property is damaged.
- 7.3 In accordance to King County Law, dogs must be on a leash or in the arms at all times when outside. Dogs may not be left unattended or tied outside a unit, on patios or decks or any other part of unfenced areas. (Fine Level 3) (Revision 2)
- 7.4 Pet owners shall immediately clean up and remove any defecation or waste created by their pet. (Fine Level 3)
- 7.5 Pets are to be fed inside the unit only. (Fine Level 1)
- 7.6 There shall be no breeding of animals for private or commercial use on the premises. (Fine Level 3)
- 7.7 Small pet houses located outside must be kept clean and free of offensive odors and unsightly appearance. No outdoor pet facility or enclosures (dog runs) are allowed. (Fine Level 3) (Revision 2)

ARTICLE 8. RENTALS & LEASES

- 8.1 Owners renting or leasing their units shall notify the Board or management company of their intent with a copy of the prospective tenant's application for tenancy, written rental/lease agreement and owner contact information. The minimum lease term of six months is required. (Fine Level 2) (Revision 3)
- 8.2 Owners renting or leasing a unit must provide their tenants with a copy of all rules of the association. Owners will be notified of tenant's failure to comply with the rules and will be held financially responsible for the violations of the rules by the tenants and their guests and for obtaining compliance. (Fine Level 2) (Revision 1)
- 8.3 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. (Revision 1)

- 8.4 Declaration Article 11 defines all terms and regulations regarding unit rentals, including information on wait lists and hardship cases. The number of rental units is limited to three units at any one time. (Fine Level 2) (Revision 3)

ARTICLE 9. SPECIAL CHARGES

- 9.1 Declaration Article 12.15 defines special charges assessed to the homeowners based on Association services provided. In accordance with the First Amendment to the Declaration, these fees will be regulated through this document. If the review of any of the following will incur expenses, those will be the responsibly of the originator. The homeowner will be notified prior to any expenses incurred to allow them to agree to charges or rescind the request. The following fees will apply until further notice:
- 12.15.1 – Review of rental/lease agreement - \$150.00
 - 12.15.2 – Review of a pet - Fee waived
 - 12.15.3 – Review of sign – Fee waived
 - 12.15.4 – Preparation of resale certificate – Fee amount will be the current rate charged by the management company. For the specific amount, contact the management company or any board member.
 - 12.15.5 – Review of Property Change Notice - Fees waived unless expenses will be incurred in the review.
- (Revision 2)

Article 10 –Home Business Operations

10.1 – In accordance with Lakeside at Cypress Cove Declaration 11.1 and 11.11, no trade, craft, business, profession, commercial or manufacturing business of any kind including day care (except in home care with no more that 2 children) that may create excess noise or additional traffic from customers, clients or suppliers or delivery vehicles may be conducted in the neighborhood.. Fine Level 3 (Revision 4)

CERTIFICATE OF ADOPTION

The undersigned president and secretary of Lakeside at Cypress Cove Homeowners Association certify that the foregoing Rules were duly adopted by the Board of Directors in accordance with the procedures provided in Section 10.4.1 of the Declaration at the meeting held on December 4, 2012 and shall be effective on March 15, 2013.

Original signed

Kay Little
President

Original signed

Christine Szabadi
Secretary

LAKES AT KENT COMMUNITY ORGANIZATION
RULES AND REGULATIONS

1. The lakes and lake banks may be used only in such a manner as not to disturb nearby occupants. Picnicking, food preparation, consumption of alcoholic beverages, and loud noises shall not be permitted at anytime. The public (other than bona fide guests) shall not be permitted in the area except in the company of an owner or occupant of a unit.
2. The roads shall be used exclusively for the vehicles and pedestrian traffic, and they shall remain open to the public at all times, except to the extent reasonable required by construction activities within The Lakes. No parking shall be permitted at anytime on the roads, except in the event of an emergency.
3. Swimming shall not be permitted in the lake. Boating shall be permitted as long as the boats are not powered by any type of motor, and reasonable caution is exercised in the operation of the boat. Approved safety equipment, such as life vests or jackets, shall be required by all occupants in the boat.
4. The feeding of water fowl is prohibited.
5. Fishing is not allowed in the lakes.

Violation of the Lakes at Kent Community Organization Rules and Regulations will result in fines being levied against the Village Member Organization upon where the resident or homeowner lives. Residents and homeowners are responsible for the actions and conduct of their guests. The first violation will result in a warning notice to the Village Member. The second violation within a 12-month period shall result in fines. The fine schedule is on an escalating scale as follows: First offence - \$25.00, Second offence - \$50.00, Third and subsequent offence - \$100.00.

September 12, 2000