

**Hillwood Condominium Homeowners Association**  
**Rules and Regulations**  
**Effective: April 22, 2008**

Hillwood Condominiums Homeowners Association Rules and Regulations are governed by the Declaration and Covenants, Conditions, Restrictions and Reservations for Hillwood Condominiums.

All owners, tenants, guests and pets are subject to the Hillwood Condominiums Homeowners Association Rules. It is the responsibility of the owners to notify tenants and guests of these rules. The owner will be held responsible by the Board for actions of the tenants/guests in violation of condominium rules.

Failure of a tenant or new owner to receive notification of the rules shall in no way limit the right of the Board to carry out such actions as necessary to enforce the provisions of the Rules, the Bylaws and the Declaration.

The Association's insurance policy is intended for use on claims for damage caused by common area facilities. It is not intended to protect the individual homeowners against damage caused to their own property or by their negligence. Each homeowner must individually protect themselves against such losses to their own and other homeowner's property. If damages arise in your unit, you may be held responsible for the master policy deductible. Please contact your individual insurance agent to be sure you have adequate coverage.

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## **SECTION 1 – PENALTIES FOR RULES AND REGULATIONS VIOLATIONS**

**1.1 Violations** – A unit owner may be penalized for violation of these rules and regulations. The penalties shall be assessed against the unit and the unit owners and shall be collected in the same manner as dues assessments. All remedies that apply to the collection or delinquent assessments shall also apply to the collection of these fines.

**1.1.1 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 or any Committee member) directly encounters the violation.
- B. The Association’s agent directly encounters the violation.
- C. A written complaint about a violation has been received by the Board from a unit owner (on behalf of themselves or their tenants).

**1.1.2 Action** – Prior to any action, the Board requests that each unit owner first try to work out problems with his/her neighbor amicably before resorting to a formal complaint. However, if the person to person approach fails, then send a letter to the management specifying the nature of the problem, stating times, dates and unit number of the offending party. Subsequent to the above, the action will generally consist of a warning letter being sent out to the violator, with a 10-day time frame to correct the violation prior to the fine. In blatant violations, as reasonably determined by the Board, a warning letter step may be excluded and a fine immediately implemented. When a fine is implemented, the owner will be notified and his/her Association dues account will immediately reflect the fine.

**1.1.3 Penalty** – After the warning letter has been sent to the offending unit and violation continues unabated, a second letter will be sent containing the amount of the fine being assessed. The fine amounts are listed under each section according to the violation and severity of the violation.

## **SECTION 2 – DUE PROCESS PROCEDURES**

**2.1 Due Process Program** – Whereas there is a need to establish an orderly procedure for the membership of the Association to allow due process when a complaint has been registered, the Board of Directors adopts the following due process, the purpose of which is to review evidence of violation and to consider the appropriate action in an orderly and concise fashion.

**2.1.1** If an owner (defendant) feels that notification of any rules and regulation violations that have been issued at unreasonable or in error, he/she has the right to be “heard” before the Board.

**2.1.2** For a defendant to obtain a hearing, the managing agent for the Association must be notified in writing within 10 days after receipt of the warning letter, indication the rules and regulations violation being contested.

**2.1.3** The agent for the Association will respond to the defendant’s hearing request within 15 days after receipt of the written request with details of the

hearing. If either party desires to reschedule to hearing, the other party must be notified at least 10 days prior to the rescheduled date.

**2.1.4** The hearing will be an informal meeting. Both sides will present evidence, witnesses and testimony regarding the validity or non-validity of the complaint. Minutes of the meeting will be kept by the Board.

**2.1.5** If a hearing is requested and the party fails to appear, the Board will base their findings on the information available at the hearing.

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

## **SECTION 3 – PARKING AND VEHICLE RULES**

**3.1 Parking Spaces** – Ownership of each unit entitles the owner(s) thereof to one uncovered “Reserved” parking space as assigned upon closing of the sale. An owner may have chosen to purchase an additional covered parking space or garage space as part of their sale agreement.

**3.1.1** Homeowners may only have the number of vehicles on the premises that match the number of parking spaces they own. If you own one parking space, you can only have one vehicle on the premises, etc. Homeowners are not allowed to park additional vehicles in other homeowners reserved spaces unless that homeowner has provided written consent to the Association’s management.

Homeowners may not park additional vehicles in the “Visitor Only” parking area.

**3.1.2** Guest parking is limited to the “Visitor Only” parking area as marked in front of the Hillwood Clubhouse. Vehicles may not be parked in the “Visitor Only” parking area long-term without prior consent from the Board. Any guest vehicle staying more than 3 days must have consent from the Board and be registered with make, model, year, color, license plate number, and length of stay. The Board has the right to refuse long-term guest parking if it is an unusual request or impedes the normal parking flow. It is the responsibility of the owner/tenant to advise guests of these requirements.

**3.1.3** All vehicles operated by owners/tenants that are parked on the premises must be registered with the Association as to make, model, year, color, license plate number and emergency contact information. If an owner/tenant shall get a new vehicle, it is their responsibility to notify the Association within 30 days.

**3.1.4** Illegally or improperly parked vehicles will not be allowed, nor will a vehicle be parked in a manner which obstructs or prevents access to, or exit of, another vehicle or any vehicle parked in a reserved parking space. No vehicle may be parked in front of any of the Association’s dumpsters or fire lanes. All illegally or improperly parked vehicles will be towed and will then be subject to the fines listed below.

**3.1.5** Unit owner shall be responsible for maintaining their parking space and garage free of any unsightly debris, oil or other liquid spills such as antifreeze, solvents, etc. Cleanup costs will be assessed to the unit responsible for the spill.

**3.1.6** Motorcycles, mopeds, power scooters, etc. are subject to the same rules as all other vehicles. They may not be parked in walkways, entryways, stair landings, or illegal parking zones. They must be parked in your same reserved space or garage.

**3.1.7** No inoperable vehicle may remain in any parking space for more than 72 hours. Any inoperable vehicles, or obviously in need of repair, are subject to towing.

**3.1.8** All vehicles found in violation of these Parking Space Rules are subject to the following fine structure: first violation - \$50 fine, second violation - \$100 fine, third violation - \$150 fine. All vehicles found in violation of the Parking Space Rules may also be subject to towing at the risk and expense of the vehicle owner.

## **SECTION 4 – PET RULES**

**4.1 Pets** – Domesticated animals, birds or small reptiles (referred to as pets) may be kept in the unit subject to the rules and regulations.

**4.1.1** Pets will not be allowed on the Common Elements unless they are on a leash or being walked to and from a unit to a public road.

**4.1.2** Each owner/tenant shall pick up any waste matter left by their pet. Any owner/tenant found not properly disposing of waste left by their pet in a common area (i.e. any grass, walkways, beauty barked or landscaped areas, playground, etc) will be subject to the following penalties: first violation – notification letter, second violation – letter to comply, third violation - \$75 fine and may result in eviction of your pet(s).

**4.1.3** Owners/tenants must keep their limited common elements (patios, decks) free of pet waste.

**4.1.4** The Board may at any time require the removal of any pet which it finds is disturbing the other owners unreasonably.

## **SECTION 5 – BBQ RULES**

**5.1 BBQs** – No owner/tenant may operate a barbeque in a limited common area with an overhang. Doing so is in direct violation of the Hillwood Condominium Association’s Insurance Policy. Violation of this rule will result in a \$100 fine.

## **SECTION 6 – ANTENNA DISH RULES**

**6.1 Antenna Dishes** – No owner may install any antenna dish or other receiving device in or on the common elements except as provided in Section 10.13 of the Declaration.

**6.1.1** No owner may drill into the exterior wall of a unit to attach or run cable for an antenna dish or other receiving device. Violation of this rule will result in a \$100 fine and the homeowner must have the damage to the exterior wall repaired by a professional within thirty (30) days and presented to the Board.

## **SECTION 7 – GARBAGE AND WASTE RULES**

**7.1 Garbage and Waste** – Each owner/tenant shall be responsible for removing all trash and garbage from their unit. Each owner/tenant shall place all trash and garbage in identified receptacles on the grounds. Trash and garbage that is not allowed into receptacles (i.e. oversized items, hazardous waste, etc.) must be removed from the Condominiums immediately by the owner/tenant. Trash/garbage may not be left on patios/decks, entryways, walkways, hallways, next to dumpsters, in garages or parking stalls, or any other place on the Hillwood grounds. Violation of these rules will result in the following penalties: \$50 per occurrence and responsibility for removal of the trash or the homeowner will be assessed any fees imposed from the Association having to have the trash/garbage removed.

## **SECTION 8 – NOISE, VIBRATION AND ODOR RULES**

**8.1 Noise, Vibration and Odor** – No owner shall conduct, permit or allow any noise, vibration, odor or other undesirable effect to emanate from a unit or common element OR any illegal, noxious or offensive activity to be carried on in any unit or common element. No owner shall conduct, permit or allow any activity or the keeping of anything in a unit or common element that may interfere with other residents' use or enjoyment of their unit, other units, or the common elements, threaten the safety of or become an annoyance or nuisance to others. Any owner/tenant found in violation of these noise, vibration and odor rules will be subject to the following penalties: first violation – notification letter, second violation – letter to comply, third violation - \$75 fine.

**8.1.1 Noise** – No owner shall make modification to or install any appliance or equipment in his/her unit or common element that creates, enhances or allows noise from the unit to interfere with other residents' enjoyment of their residence. No owner may attach sound system speakers to the walls, ceilings, shelves or cabinets in a manner that introduces vibrations into the structure of the building.

**8.1.2 Flooring** – No owner may install any tile, stone, wood, or other hard surface flooring (except what is already present) without permission from the Board, as such flooring introduces additional noise to surrounding units.

**8.1.3 Complaints** – If a noise, vibration or odor complaint is made against a unit, the Association will make all attempts to contact the owner/tenant of the violating unit including by phone and in person. If the violating owner/tenant cannot be reached the Board may call 9-1-1. If the Board deems that the noise, vibration or odor is a nuisance to other owners/tenants, the Board reserves the right to enter the violating unit to correct the noise nuisance. The violating homeowner will be responsible for any and all costs incurred for such action.

## **SECTION 9 – RENTAL/LEASE POLICIES AND PROCEDURES**

**9.1 Rentals/Leases** – Any lease of a unit shall have a minimum term of 6 months. Any lease or rental agreement must provide that its terms shall be subject in all respects to the provisions of the Governing Documents and that any failure of a tenant to

comply with the terms of the Governing Documents shall be in default under the lease or rental agreement. If any lease does not contain the above provisions, such provisions shall nevertheless be deemed part of the leases and binding upon the owner and the tenant by reason of their being stated in this document. All leases and rental agreements must be in writing and copies of such must be delivered to the Association before tenancy commences. Any owner found in violation of rental/lease rules will be subject to the following penalties: first violation – notification letter, second violation – letter to comply, third violation - \$75 fine.

**9.1.1** Timesharing of units, as defined in RCW 64.36, is prohibited.

**9.1.2** The Board may require any owner leasing/renting a unit to have prospective tenants screened (other than a relative) at the owner's cost by a Board approved screening agency and to furnish a screening report to the Board before entering into a lease/rental agreement.

**9.1.3** If the Board determines that any tenant or guests of the tenant has violated any of the provisions of the Governing Documents, the Board may give notice to the tenant and owner to cease such violations and any penalties will be assessed. If such violations continue, the Board may direct the owner to evict the tenant. If the owner does not evict the tenant, after given Notice and Opportunity to be Heard, the Board may evict the tenant in good faith. The Association shall place a lien against the owner's unit for any and all expenses occurred by it in connection to the eviction, including attorney's fees.

## **SECTION 10 – STORAGE RULES**

**10.1 Storage** – Parking spaces and garages may only be used for parking operable vehicles as stated in Section 3 above. Garages may be used to additionally store ordinary household items of the owner/tenant. No hazardous waste may be kept in garages or on the premises of Hillwood Condominiums. Patios and decks are not to be used as household storage spaces and should be kept clean of clutter and unsightly debris, including pet waste. Building alcoves (the space on the ground floor lobby of each building tucked underneath the stairs) may only be used for storage of operable bicycles and strollers and use of the alcoves in this manner are subject to Board approval and acceptance by that Building's homeowners. Violation of these rules will result in the following penalties: \$50 per occurrence.

## **SECTION 11 – EXTERIOR APPEARANCES**

**11.1 Exteriors** – In order to preserve a uniform appearance of the building, the Board shall provide for the maintenance of the exterior of the building. No owner/tenant may modify or decorate the exterior of the building in any way without prior written consent of the Board. All blinds, drapery and curtains visible to the outside shall be white. Sheets, towels, blankets, etc. are not appropriate use for curtains visible to the outside. Additionally, no signs may be displayed for public view on or from any unit or common element without prior written consent from the Board. Any owner/tenant found in violation of these exterior appearances rules will be

subject to the following penalties: first violation – notification letter, second violation – letter to comply, third violation - \$75 fine.

## **SECTION 12 – RESIDENT EMERGENCY INFORMATION FORM RULES**

**12.1 Safety Procedures** – All owners/tenants must complete a “Resident Emergency Information Form” as provided by the Association within 30 days of receipt. Violation of this rule will result in the following penalty: \$50 fine. All owners/tenants are responsible for updating their information with the Association within thirty (30) days of change (i.e. new phone number, new vehicle, etc.). These forms allow the Board to contact owners/tenants in case of emergency or safety concerns.

## **SECTION 13 – INSURANCE RATES**

**13.1 Insurance Rates** – Nothing shall be done or kept in a unit or common element that will increase the rate of insurance on the property without the prior written consent of the Board. Nothing shall be done or kept in a unit or common element that will result in the cancellation of insurance on any part of the property, or that would be in violation of any laws.

## **SECTION 14 – CLUBHOUSE RULES**

**14.1 Recreational Facility** - The Clubhouse is for the exclusive enjoyment of residents only for such things as community socials, meetings, and uses as identified by the Board. Any events (private parties) involving outside guests will require renting of the Clubhouse Social Room.

**14.1.1** All guests must be accompanied by a homeowner.

**14.1.2** Parents must be responsible for anyone under 18 years of age and must accompany them while in the Clubhouse.

**14.1.3** The Clubhouse may be reserved exclusively (social room only) for private parties by contacting the Board. A member of the Board will make a pre-function and post-function inspection in the company of the responsible party. At the pre-function inspection, two checks will be collected. One is a \$200 refundable deposit and one is \$20 per hour nonrefundable fee. The nonrefundable fee will go into a reserve fund for use in the general upkeep of the Hillwood Community. The nonrefundable fee is **NOT** an after-function cleaning fee and it is the duty of the responsible party to leave the Clubhouse in a clean and presentable manner after the function. The post-function inspection will determine whether extra cleaning shall be required and that will be deducted from the refundable deposit.

**14.1.4** There are to be no alcoholic beverages in the Clubhouse. **EXCEPTION:** Alcohol may be consumed by reserved private parties at the full risk and liability of the homeowner sponsoring the party. **THE ASSOCIATION**

CARRIES NO HOST LIQUOR COVERAGE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR THE MISUSE OF THE CLUBHOUSE BY PRIVATE PARTIES.

**14.1.5** Any homeowner who is delinquent in their monthly Association dues relinquish their privileges to the rental of the Clubhouse.

## **SECTION 15 – SUMMARY**

The Board may adopt new rules and regulations and the existing rules and regulations are subject to amendment by the Board at any time. The Association will notify homeowners in writing when rules and regulations have changed. Please also look to the Condominium Declaration and Bylaws in addition to the Rules and Regulations as Hillwood's Governing Documents.