

Renton Ridge Condominium Association Rules & Regulations Handbook

Important Contact Information

Property Management Company:

CDC Management
Attn: Angelo Nelson, Property Manager
11211 Slater Avenue NE, Suite 150
Kirkland, WA 98033
Office: 425-897-3400
Fax: 425-897-3401
Email: Angelo.nelson@managementtrust.com

To Contact the Board

Email: board@rentonridge.com
For parking issues, contact the parking committee
Email: parking@rentonridge.com

If there is an emergency that threatens the safety of a resident, guest or the integrity of the property first call 911, and then contact the management company.

Revision Dates:

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- January 15, 2014
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Contents

- Authority & Purpose 6
- I. GENERAL RULES..... 6
- II. EXTERIOR APPEARANCE & COMMON AREAS..... 7
 - 1. Exterior Changes 7
 - 2. Landscaping..... 8
 - 3. Storing of Items..... 8
 - 4. Signs 9
 - 5. Electronic Equipment..... 9
- III. UNIT BOUNDARIES..... 9
 - 1. Unit Owner – Duty to Maintain Interior Unit..... 9
 - 2. Insurance 10
- IV. PARKING..... 10
 - 1. Operable Vehicles 10
 - 2. Rental Parking 10
 - 3. Visitors/Guest Parking 11
 - 4. Vehicle Repairs..... 12
 - 5. Vehicle Fluids..... 12
 - 6. Recreational Vehicles 12
 - 7. Speed Limit 12
 - 8. Illegally Parked Vehicles..... 12
 - 9. Parking Permits..... 13
- V. PETS 13

1. Homeowner's Responsibility for Pets	13
2. License and immunization	13
3. Leash & Roaming Rules	13
4. Clean Up of Animal Waste	14
5. Noisy Pets	14
6. Miscellaneous Pet Issues	14
7. Pet Problems	14
VI. GARBAGE	15
VII. NOISE/OFFENSIVE ACTIVITY	15
1. HOA & Homeowner's responsibility for noise violations.	16
2. Prohibitions.	16
3. Complaint and Enforcement Procedure:	17
4. Board/Property Manager Limits	18
VIII. LEASE, SUBLEASE, OR RENTAL	18
1. Rental/Lease	18
IX. RESIDENTIAL UNITS	18
X. CABANA & RECREATIONAL FACILITIES	19
1. Cabana.....	19
2. Reservations	19
3. Responsibilities/Guests	19
4. Access Hours	19
5. Rules	20
6. Weight Room	20

7. Revoking of Privileges 21

XI. CHILDREN AT PLAY 21

XII. SECURITY AND SAFETY 21

XIII. ASSESSMENT POLICY 21

XIV. FINE STRUCTURE..... 22

XV. RULE ENFORCEMENT AND DUE PROCESS PROCEDURES 23

APPENDIX A..... 26

 Rates as of January 15th, 2014..... 26

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Authority & Purpose

- Article 11.13 of the Declaration for the Renton Ridge Condominium Association expressly empowers the Board or the Association to adopt, changes, amends, and revoke reasonable Rules & Regulations to ensure compliance with the Articles of the Declaration.
- While some of these rules and regulations are taken from the Declaration, others are not. These Rules and Regulations are intended to clarify and supplement the Declaration, Bylaws and Washington State Condominium law, and are not to be construed to supersede or replace any part of those documents or statutes.
- If there is any conflict between these Rules and Regulations and the Declaration of Renton Ridge then the Declaration shall take first precedence.
- All Owners, residents, tenants, guests and pets are subject to the Renton Ridge Rules and Regulations, and it is the legal responsibility of all owners to know and abide by the provisions of the Declaration, Bylaws, and these Rules and Regulations.
- It is the responsibility of the Owner(s) to notify residents, tenants and guests of these Rules and Regulations, and the Board of Directors shall hold the Owner responsible for actions of the residents/guests in violation of these Rules and Regulations.
- All homeowners of Renton Ridge have an investment in the entire condominium complex. In order to protect that investment and to promote the welfare of all owners and occupants, the Board of Directors and/or the Managing Agent will work to enforce these Rules and Regulations. However, the participation and cooperation of every Owner and occupant is essential to our success in maintaining a desirable neighborhood.

I. GENERAL RULES

1. Nothing shall be done or kept in any Unit, or in the Common or Limited Common Element, which will increase the rate or cause the cancellation of insurance on any Unit, Common or Limited Common Element.
2. Renton Ridge is a residential area - no commercial business shall be conducted out of any Unit in the community.
3. Activities by owners, residents, guests, pets, and children that cause damage to the landscape or any common area are prohibited. Any damage shall be the financial responsibility of the owner.
4. Owners are responsible at all times for the reasonable conduct of their tenants, residents, family members and guests.

5. Minor complaints, concerns, or suggestions may be made to the Board at the monthly meeting. Significant communications or complaints should be made in writing to the Management Company to ensure prompt and responsible action.
6. Any act that constitutes breaking the law of the United States of America, the State of Washington, or the City of Renton should be reported immediately to the Renton Police Department or King County Sheriff's Office. Then, the Management Company should be notified. Such actions shall also be subject to fines issued by the Association.
7. As of May 2005, a fireworks ban is in effect which prohibits the personal discharge of fireworks year round in the City of Renton including 4th of July and New Year's Eve. A public fireworks display is held at Coulon Beach Park on the 4th of July for all to enjoy.
8. Gasoline and other hazardous or flammable materials shall not be stored on the premises.

II. EXTERIOR APPEARANCE & COMMON AREAS

The common areas are the land, the foundations and main support walls, landings, stairs outside the units, landscaped areas, walks & driveways, unassigned parking spaces, pool, cabana, and Hot Tub.

Limited common areas are areas outside the units but reserved for the exclusive use of designated units (i.e.: decks, patios, assigned parking, storage areas, windows, doors, carports, and ducts, wires and flues, etc. serving only one unit).

1. Exterior Changes

- a) The Board has the sole authority to provide for the building's common and limited common areas. Additionally, the Board shall make decisions with respect to maintenance and appearance of the limited common areas; however, the cost of maintaining the limited common areas is the responsibility of the Unit Owner.
- b) In order to preserve a uniform appearance, all residents are prohibited from modifying the exterior appearance or decor of any structure to include decks, stairways, walkways, doors, windows or any other common/limited common area without the prior written consent of the Board.
- c) A complete description of the proposed modification to any common/limited common area change must be submitted to the Board, and the Board has 30 days to decide and respond. Failure by the Board to respond is a denial.
- d) Any unapproved alterations are subject to the "fine structure" as stated in section XIV, and the Board may require the property to be returned to its original condition at the Unit Owner's expense.

2. Landscaping

- a) Unit Owners must tend all flowers planted by residents. The plants must be removed if they are dead, or at the request of the Board.
- b) No flower boxes may be hung in any common areas.
- c) The Board must approve the planting or removal of any shrubs or trees.
- d) No trees or other flora shall be cut down or removed from the premises at any time without prior written permission from the Board of Directors.

3. Storing of Items

- a) All entrance areas and stairwells must be kept clear. Personal items are not allowed to be stored in the breezeways or under stairwells. Additional on-site storage is available. (See Appendix A for rates)
- b) Storage of gasoline or other hazardous or flammable materials on common/limited common areas (patios, decks, storage units or garages) is prohibited.
- c) No household furniture, i.e. sofas, futons, or mattresses, shall be stored on patios/decks.
- d) Recreation equipment, toys, and other personal property shall not be left in common areas when not in use.
- e) Items on front and rear patios and decks may consist of flower boxes, **electric** grills, benches, firewood, patio furniture, and bicycles.
- f) In keeping with the requirements of Renton Ridge's insurance provider (CAU), charcoal and/or propane barbecues are not to be used within 10 feet of any building. In order to any avoid confusion over whether the barbeque is being used or stored, the Board, in its fiduciary duty to enforce any action that would result in the cancellation of the Association's insurance policy, has adopted the following rule: Under no circumstances shall any charcoal, propane, or other flammable type of barbeque be used or stored in any common or limited common element other than the barbeque areas provided for this purpose.
- g) Storage of garbage, garbage bags, ladders, hoses, and household/vehicle cleaning supplies on, under, or about the breezeways and stairwells is prohibited. Garbage should be properly disposed of immediately.
- h) Litter adds a significant cost to the maintenance of the community. Do not throw cigarette butts, gum, bottles, food wrappers or any other trash on the ground.
- i) No boats, i.e. canoes, rowboats, rafts or kayaks, shall be stored on patios/decks or other common/limited common areas.

4. Signs

- a) No signs, notices, or advertisements shall be inscribed or displayed in any way on or at any window, unit entrance door, or any portion of any building exposed to public view, nor installed on or at any exterior position. "For Sale" and "For Lease" signs may be posted on the Homeowner Association's designated sign at the entrance to the property.

5. Electronic Equipment

- b) At no time, shall any Owner or resident install wiring for electrical, cable, or telephone purposes in any common/limited common area except with the prior written approval of the Board.
- c) No Owner or resident shall install any machine, to include window air conditioners, which intrudes into or affects the appearance of the common/limited common area without the prior written approval by the Board.
- d) Satellite dishes may be professionally installed by strapping the dish to a balcony rail, or on the corners of a chimney structure, which were constructed for this use.

III. UNIT BOUNDARIES

The interior surfaces of perimeter walls, floors and ceilings are the designated boundaries of a Unit.

1. Unit Owner – Duty to Maintain Interior Unit

The Unit Owner has the sole right and duty, at his or her own expense, to alter, maintain, or repair the interior surfaces of perimeter walls, floors and ceilings providing the following:

- a) Under no circumstances, shall any Owner or resident modify a Unit in such a way that it impairs the structural integrity of the Building.
- b) The modification does not impede the ability of any other residents to enjoy the comforts of their Unit, or common elements.
- c) As suggested in II.1.b. any alteration that affects the uniformity of the common/limited common elements such as blinds, drapes, shades or any other window covering visible from the exterior of the Unit must be approved by the board. White or wood tones are the generally accepted colors for this purpose.
- d) According to Article 11.4.2 of the RRC Declaration, "no Owner shall install hard surface flooring within a Unit except with the prior written consent of the Unit Owner below." Meaning that, in lack of such consent, the Board shall require the removal of hard-surface flooring at the Owner's expense.

- e) Article 11.4.2 also states that, “except for hard surface flooring installed... as part of the original construction of the Building,” which was interpreted by Condominium Renton Law Group to include such areas as the kitchen, bathrooms, or entryways. Meaning that these areas are exempt from the stipulation stated in III.1.d. above.

2. Insurance

- a) Unit Owners are advised to carry condominium (H06) insurance in the amount of the RRC’s insurance deductible (currently \$10,000), as well as the appropriate coverage for personal belongings.
- b) It also suggested that tenants also carry renter’s (H04) insurance in the amount needed to cover their personal belongings.

IV. PARKING

1. Operable Vehicles

- a) Each unit is assigned one reserved parking stall. There is no time limitation for continuous parking in a reserved stall, however vehicles in reserved stalls must be fully operational (i.e., no flat tires, missing axles, etc.) not be in eyesore (i.e., have no extensive body damage, not missing any doors, windows, body parts, paint, etc., and they must be kept reasonably clean and neat) and they must be currently licensed.
- b) Vehicles in reserved stalls must be passenger vehicles and/or motorcycles. No commercial vehicles and no vehicles in excess of 20 ft. in length are permitted. In addition, you cannot park in a reserved stall unless it is assigned to your unit or you have the permission of the unit owner/resident to which the stall is assigned.
- c) All vehicles owned by Homeowners of the HOA and their tenants are required to register their vehicle with the Parking Committee and to display the corresponding parking permit for their space on the dashboard or rear view mirror of their vehicle.
- d) Violations of any of these rules may result in the impoundment of the vehicle, at the vehicle owner’s expense and with no prior notice given.

2. Rental Parking

There are stalls throughout the complex which have been designated for rental parking. The restrictions on vehicles which can park in these stalls are that the vehicle must be registered in the name of a current, properly registered, resident of the Renton Ridge Condominium and vehicles must be operable (see above). The cost to park in a long-term stall is \$20.00/\$40.00 per month. Violations of any of these rules may result in the impoundment of the vehicle, at the vehicle owner’s expense and with no prior notice given.

Rental parking is available on a first come, first serve basis. However, the Board reserves the right to cancel the rental parking under the following conditions:

(a) Failure to pay for the rental fee in a timely manner will revoke the rental agreement; and

(b) The Board reserves the right to take back the rental space in the event the parking space meets ADA requirements and is needed to accommodate a handicapped resident, whether on a permanent or temporary basis.

3. Visitors/Guest Parking

For purposes of definition: a visitor is a person who comes to the Renton Ridge property on an occasional or limited and temporary basis. Thus, people termed as “significant others” or “caregivers” who are on the Renton Ridge premises on a daily or weekly basis are not deemed visitors or guests. If a Homeowner has someone that comes to the property on a frequent basis (“frequent visitors”), contact the Parking Committee regarding available parking for lease, or the person must use street parking.

- a) Visitor parking is available, on a first come first serve basis, to bona fide visitors only. Homeowners are not allowed to use visitor parking and are subject to fines and/or towing.
- b) The same operational and eyesore requirements which apply to reserved stalls also apply to visitor stalls.
- c) Commercial and oversized vehicles are permitted in visitor stalls as long as they are being used in the actual performance of work, on-site, at the time they are parked on-site (i.e., plumbing trucks, carpet trucks, etc., provided work is currently being performed).
- d) Visitor parking is subject to a maximum limit of 2 consecutive overnight stays per week. Vehicles which remain on the premises in excess of 2 consecutive overnight stays per week are in violation of the rules. Further, vehicles using visitor parking more than four consecutive weeks (even if they are parking only 2 nights per week) are considered frequent visitors and must park elsewhere or obtain a rental space.
- e) Residents are responsible for seeing that their visitors do not park in spaces assigned to other residents. Violations of any of the rules may result in the impoundment of the vehicle at the vehicle owner’s expense and with no prior notice given.
- f) Handicapped Parking – Handicapped parking spaces are owned by the HOA and are provided for the convenience of guests or visitors that have legitimate need and are properly identified and issued official handicapped parking permits that meet the definition of visitor as outlined above. Homeowners or their frequent visitors are not allowed to park in handicapped spaces except as outlined below.

- a. Homeowners that are handicapped and require an ADA compliant parking space are to contact the Board regarding the issue. If the Homeowner's current deeded parking space is not within prescribed ADA guidelines for accessibility, then the Board shall make reasonable accommodation to provide a rental space that is compliant based on applicable ADA law. The Homeowner will be responsible for any parking fees for the rented space.
- b. Homeowners that may have a temporary need for handicapped parking due to surgery or injury are to contact the Parking Committee for a permit to use visitor handicapped spaces on a temporary basis. Under no circumstances are handicapped spaces to be used beyond a three month period without prior Board approval; nor shall use of a handicapped space be allowed by a Homeowner beyond six (6) months. If the need for accommodation is longer than six months, then rule (f)(a) above shall apply.
- c. Proof of the medical condition requiring accommodation must be provided by a licensed physician to the Board.

4. Vehicle Repairs

No major repair or overhauling of vehicles is permitted on the premises. Except for emergencies, work performed shall be limited to routine maintenance that will not prevent a vehicle from moving under its own power for more than 24 hours.

5. Vehicle Fluids

Excessive vehicle fluid and oil spills will be removed by the Association at the owner's expense. Advanced notice will be given. This is necessary due to the E.P.A. regulations regarding disposal of hazardous fluids.

6. Recreational Vehicles

Due to limited parking, recreational vehicles, i.e., motor homes, boats, trailers of any kind, may not be parked on the property.

7. Speed Limit

The speed limit on the premises is 5 miles per hour.

8. Illegally Parked Vehicles

- a) Illegally parked vehicles or vehicles constituting a hazard or nuisance may be towed **without notice**. This includes vehicles parked in stalls reserved for others.

- b) Cars must be parked within the white lines of the parking spaces. Double parking is not allowed.
- c) Vehicles without mufflers and vehicles with loud mufflers are not permitted on the premises.
- d) Mailboxes: Parking or stopping by the mailboxes is not permitted. Cars that block entries or driveways can cause accidents. Please pull into visitor parking or park well out of the driving lanes when you leave your car to pick up mail.

9. Parking Permits

If you have lost or require a new parking permit, there is a \$20.00 fee to reissue the permit. Please contact the Renton Ridge Condominium Parking Committee for assistance.

V. PETS

Domestic household pets, e.g., dogs, birds, hamsters, rabbits, fish, or reptiles (herein referred to as “pets”), may be kept by residents provided that the keeping of such pets shall be subject to the laws of King County Animal Control as well as any rules and regulations as the Board may reasonable adopt from time to time in keeping with accordance with the Declaration and Bylaws. Pets may not be kept, bred, or maintained for commercial purposes.

1. Homeowner's Responsibility for Pets

- a) Each Unit is permitted to have up to three cats, two dogs, or any combination thereof not to exceed a total of three cats & dogs. Any cat or dog living at Renton Ridge prior to August 1, 2010 is exempt (grandfathered) from this rule.
- b) In response to numerous noise complaints the Board has adopted a weight restriction prohibiting any pet over 40 lbs. Any pet residing in the community prior to August 1, 2010 is exempt (grandfathered) from this rule.
- c) Any damage caused by a pet shall be the responsibility of the unit where the pet resides.

2. License and immunization

- a) All pets must be immunized and properly licensed.

3. Leash & Roaming Rules

- a) Pet(s) shall be on a leash or carried when in the common areas. Any cats/dogs in common areas must have a collar and license.
- b) Pets are not allowed in the pool area, playground, or cabana area.

4. Clean Up of Animal Waste

- a) Pets are not permitted to defecate or urinate on our lawns or gardens. Without exception, pet's owners shall immediately clean-up any deposits from their dog or cat. The playground area is not to be used as a pet area.

5. Noisy Pets

- a) Pet owners shall control pet noise so as not to disturb other residents.

6. Miscellaneous Pet Issues

- a) No poisonous, dangerous animals or reptiles of any kind shall be raised, bred or kept in any unit or the common areas. This determination may be made at the reasonable discretion of the Board of Directors.
- b) Aggressive animals (biting/nipping) should be reported to King County Animal Control by calling (206) 296-PETS (7387).
- c) Unit Owners are responsible for any damages caused by a visitors' pet.
- d) Pet houses are not permitted on patios, decks, or balconies.
- e) In an effort to control rodent infestation, the Board prohibits pet food to be left out in any common or limited common area.
- f) Pet owners must provide the name, address, and phone number of an "emergency contact person" to assume immediate custody of the pet in case of serious illness or death of the pet owner. If no emergency contact exists, or if contact does not assume immediate custody of the pet(s), the Board will arrange to have the pet removed by local animal shelter personnel.

7. Pet Problems

Violations of the above mentioned will result in a fine against the pet owner as defined under Section XIV of these Rules & Regulations.

The board may require the removal of any animal, which the board, in the exercise of its reasonable discretion, finds is disturbing other Owners or residents unreasonably, or found in continued non-compliance of these Rules and Regulations.

"At large" animals including, but not limited to, cats and dogs may be reported to the King County Animal Control by any Owner or resident by calling (206) 296-PETS (7387).

Note: "At large" does not necessarily mean "unleashed." "At large" is defined by King County Animal Control, as not under the control of the owner... either by leash, verbal voice or signal

control. The term “at large” relates only to this note regarding contacting King County Animal Control and does not relate to the Association’s rule requiring that all animals be on a leash (see V.3.a).

VI. GARBAGE

1. Residents shall not deposit garbage or trash in any common area except in the dumpsters provided for such purpose. Littering is not permitted anywhere on the grounds, especially coals and cigarette butts as this attracts rodents and other pests.
2. The dumpsters are for household trash only. Do not place furniture or mattresses into the dumpster or dumpster areas. It is the homeowner’s responsibility to properly dispose of these items. Any items left in dumpster areas will be removed at the unit owner’s expense.
3. The Garbage Company will not pick up items left outside of the dumpster. All garbage and trash must be placed **inside** the dumpsters and the lids are to remain closed. It is a violation of Renton Municipal Code for lids to be left open.
4. All paint and hazardous materials are to be disposed of properly at a county transfer station at the owner’s expense and not put into dumpsters.
5. Christmas trees should not be placed in the dumpster. The board may elect to arrange for a special pickup after the holidays. If no arrangement is made then it is the homeowner’s responsibility to properly dispose of these items.
6. Vehicles parked in front of the dumpster will be towed without notice.
7. Recycling bins have been provided for the homeowner’s convenience. Please separate the items going into the bins and deposit accordingly.
8. Do not place plastic grocery bags or household garbage in the recycling bins. Waste Management requires plastic grocery bags to be recycled at the grocery stores.

Any violation of these rules or other activity that results in additional charges to the Association for garbage service will be billed to those to blame for the charge.

VII. NOISE/OFFENSIVE ACTIVITY

Issue: From time to time, noise complaints are received from one resident against another. Usually these are one time or occasional incidents. However, the Board has been experiencing an increased number of noise complaints and as a result, has adopted the following policy to clarify the procedure for dealing with noise complaints. The following policy is in accordance

with the Condominium Declaration, Bylaws of the HOA, the Rules and Regulations, and the RCW's for the State of Washington.

1. HOA & Homeowner's responsibility for noise violations.

Responsibility of Individual Residents: Our ability to enjoy living in this community depends on the consideration and cooperation of all residents. While a certain level of noise is to be expected in community living, it is important that all residents understand they are responsible for complying with the Condominium Declaration, Bylaws, and community rules and regulations (and for their tenants' compliance as well, if applicable) including refraining from making noise that is an unreasonable disturbance to other residents.

Responsibility of the Homeowners' Association: The HOA is responsible for enforcing the governing documents and assessing fines for violations of those governing documents, if the Board determines that a violation exists. The HOA represents the interests of the Homeowners as a whole and not the interests of individual members. The HOA is not responsible for enforcing compliance with the City of Renton Code provisions related to noise or for pursuing litigation on behalf of individual residents in noise disputes with their neighbors.

2. Prohibitions.

As provided in Section 11.11 of the Condominium Declaration ("Offensive Activity"), "No noxious or offensive activity shall be carried on in any Unit or Common or Limited Common Element, nor shall anything be done therein which may be or become an annoyance or nuisance to other Owners." Similarly, Article VII of the Rules and Regulations states that:

- (a) Use of musical instruments, radios, televisions, home or car stereos, should not be audible in someone else's condominium. If they are, then they are too loud.
- (b) Special attention shall be given to noise control before 8:00 a.m. and after 10:00 p.m., during which, the operation of noisy tools, appliances, etc. are not permitted.
- (c) Vehicle horns shall not be used in the common areas except in the case of emergency.
- (d) Offenders will be assessed according to the fine structure as outlined in Section XIV of these Rules and Regulations.
- (e) Under Section 11.4.2 of the Condominium Declaration, "except for hard surface flooring installed by Declarant or installed as part of the original construction of the Building, no Owner shall install hard surface flooring within a Unit except with the prior written consent of the Unit Owner below, if any. This Section shall not

be construed as permitting any ... interference with the use and enjoyment of the Common Elements or of the other Units..."

3. Complaint and Enforcement Procedure:

When a resident has a problem with another resident due to noise issues, the recommended course of action is as follows:

- (a) The resident should first attempt to resolve the dispute with their neighbor. As noted in Article XV of the Rules and Regulations, informal dispute resolution is preferred and any owner or tenant has the authority to request that an owner or tenant cease or correct any act which appears to be in violation of the Association's governing documents. The Resident should try knocking on the neighbor's door, or otherwise contacting the neighbor, and peacefully ask them to control the noise or offensive activity.
- (b) **Call the police.** If the noise is excessive or the problem continues to occur, the resident should contact the police and report a noise violation. This is especially important in the case of suspected domestic violence. The Property Manager/Board should be notified if the police were called to the property.
- (c) If the resident is unable to resolve the problem by contacting the other resident, the resident should report the problem to the management company and/or the Board. The resident should be as specific about the noise as possible (including day, time, type of noise, length of time, etc.), and provide any available evidence. The Board will investigate the matter to determine whether the level of noise is unreasonable. This may include visiting the property and interviewing residents of other units in the building to determine whether they are also affected. If the Board determines there is a violation of the Association's governing documents, it will issue a warning letter and provide an opportunity for the owner of the unit from which the noise originated to appear before the Board to discuss the violation.
- (d) If the problem continues, the Resident should continue calling the police and continue reporting the incidents to the Board/Association Manager. The resident should keep a log that includes date and time of incidents and type of noise.
- (e) If after further investigation, the Board determines the noise is not unreasonable and there has been no violation of the governing documents, the Board will inform the complaining owner that it is taking no action. If the Board determines that the noise exceeds what should be reasonably tolerated in community living,

the Board, at its discretion, will determine what enforcement action is appropriate within the boundaries of the Rules and Regulations of the HOA.

4. Board/Property Manager Limits.

It should be expressly noted that the Board/Association Manager can investigate and attempt to mediate noise issues between two individual homeowners, but they are limited in their enforcement actions. If the offending party chooses to ignore these enforcement actions, the individual homeowner complaining of the noise is responsible to seek legal counsel for further action.

VIII. LEASE, SUBLEASE, OR RENTAL

1. Rental/Lease

- a) Unit Owners may lease or rent their unit providing that the term of such lease shall be a minimum of six months as well as the following:
- b) Owners are required to notify the Management Company of any change of rental status, and provide a copy of a written lease to include the name, address, phone and length of lease within 30 days of such change.
- c) Owners leasing a unit must provide their tenant with a copy of the Rules and Regulations of the Association.
- d) Owners shall be financially responsible for any fines or damage to the property caused by their tenant(s).

IX. RESIDENTIAL UNITS

According to Article 11.1 of the Renton Ridge Declaration, "Units shall be used for residential purposes only, including 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...; for the common social, recreational or other reasonable uses normally incident to such purposes; and for purposes of operating the Association and managing the Condominium."

1. No illegal or commercial activities shall be made within a condominium unit or common area.
2. Commercial use is defined as any business which shall create any traffic within the Community, to include, but is not limited to, the following:
 - Hair, Nail, or Massage Salon
 - Delivery Services
 - Day Care

- Pet Care and/or Pet Services
- Psychologist, Therapist or Doctor

X. CABANA & RECREATIONAL FACILITIES

1. Cabana

- a) Recreational facilities are for the use of residents and their guests only
- b) The use of recreational facilities is prohibited for non-resident owners.
- c) Failure to respect recreational facilities will result in the loss of cabana privileges.

2. Reservations

- a) Reservations must be made for exclusive use of the Cabana.
- b) Reservations for exclusive use for the Cabana can be made by contacting the board@rentonridge.com, and placing the rental agreement (Appendix C), a \$50 rental fee check along with a \$100 deposit check in the mailbox on the Cabana porch. Reservations, including owner's name and unit number, must be marked on the calendar in the entryway to the cabana; **please check the calendar before scheduling your event.**
- c) The Cabana, restrooms, and pool area may be used by the reserved party. However, the restrooms, pool area, as well as the weight room are not for the exclusive use of the reserved party. Moreover, the weight room is not available for use by guests.
- d) Upon reservation, the homeowner reserving becomes responsible for cleaning, removing all trash and decorations, locking and securing the facility after the function is ended.
- e) The Owner is responsible for all costs associated with cleaning or repairing the Cabana if necessary after that owner's use of the Cabana, including any cost associated with cleaning or repairs that exceed the amount of the deposit.

3. Responsibilities/Guests

- a) Owners will be responsible for all actions of their guests, children and tenants and will be subject to fines for these violations.

4. Access Hours

- a) The cabana is available for use until 11 p.m. on weekdays and 1:00 a.m. on weekends. Access to the cabana facilities is by passkey. Any damage shall be the financial responsibility of the owner.

5. Rules

1. No pets are allowed in the cabana or pool area.
2. No smoking is allowed in the cabana or pool area.
3. The privilege of using common areas may be revoked for failure to pay HOA dues for 30 days or more, or for unpaid charges due to destruction of common property of HOA property.
4. Turn off all lights and appliances upon leaving and make sure all doors are closed and locked.
5. Pool – **READ RULES POSTED BY POOL BEFORE USE**
 - a) All who enter the pool area do so at their own risk. No lifeguard is provided.
 - b) Children under 12 must be accompanied by an adult. Under no circumstances are children under the age of 13 allowed in the hot tub, in keeping with state law.
 - c) Entry to the pool area is by passkey. It is the responsibility of each resident to close and lock the gate behind them when entering or leaving the pool or spa area. Failure to do so may result in a loss of access to the pool area for a period of time, or the entire summer season.
 - d) Hanging off the entry gate to the pool area is not allowed.
 - e) Residents will be allowed no more than two visitors per unit in the pool area at a given time. Failure to comply with this rule may result in a loss of pool and spa privileges for a period of time, or the entire season.
 - f) Running, diving, splashing or horseplay is not allowed.
 - g) The following are not allowed in the pool area:
 - i. Glass containers
 - ii. Food
 - iii. Animals
 - iv. Smoking
 - h) All swimmers must wear swimwear (no cut-offs; these damage the filter in the pool and Hot tub area). Diapers are not allowed in the pool at any time.
 - i) Pool users should show courtesy and consideration to other swimmers.
 - j) Pool and hot Tub hours are 8 a.m. to 10 p.m.
 - k) Water wings and other infant floating devices to ensure the safety of infants and small children are allowed in the pool. No other pool toys are allowed.

6. Weight Room

- a) Use of the weight room is at your own risk. No attendant is on duty.

7. Revoking of Privileges

- a) Anyone causing damage to the lounge area, abusing the workout equipment, or ignoring the pool rules, may be subject to fines and may have their Cabana and pool privileges revoked for seven (7) days for the first offense.
- b) Repeat violations may result in the loss of privileges for an extended period of time as determined by the Board after notice and an opportunity to be heard as outlined under "Due Process" under section XV of these Rules & Regulations.

XI. CHILDREN AT PLAY

1. Children must not be left unattended. Extra care should be exercised after dark to ensure the safety of all residents, but especially children.
2. Supervision of minors is strongly recommended for their safety. Unsupervised children are not the responsibility of the Homeowners' Association, the Management Company, or the Board of Directors. Supervision of children is the responsibility of their parents or guardians. Any damage caused by children shall be the financial responsibility of the parent, guardian, and/or owner of the unit where that child is a resident or guest.

XII. SECURITY AND SAFETY

1. All residents shall promote to the fullest extent possible the security of the complex, its buildings, common areas, and surrounding grounds, by observance of the Rules and Regulations and the exercise of common sense.
2. All residents shall report all incidents of theft, vandalism and breaches of peace to the police and the Management Company immediately.
3. If you have an emergency situation that threatens the safety of your unit or the building and must have attention immediately, call 9-1-1 first, and then notify the Management Company.

XIII. ASSESSMENT POLICY

Homeowner's dues are due the first day of the month. Any payments received after the 15th of the month will be assessed a \$40 late fee.

1. At 15 days delinquent, a reminder notice will be sent.
2. At 30 days delinquent, a second notice will be sent.
3. At 45 days delinquent, a 10-Day notice of intent to pursue legal action shall be sent, and a \$25 administrative fee will be charged to your ledger.

4. At 60 days delinquent, a 10-day notice of intent to pursue legal action will be sent, the
5. Unit Owner shall be sent to the collection attorney, and a 1% per month (12% per annum) interest charge will be assessed on any unpaid balance every month thereafter, and access to common areas may be revoked
6. At 90 days delinquent, foreclosure and/or law suit will be commenced against the Unit Owner (Article 5.6, bylaws).
7. All expenses incurred by the Association or the Board of Directors, including all legal costs, fees of collection agencies, and fees to release a lien, will be specially assessed to the unit whose owner is delinquent and further are subject to all provisions of this policy.
8. The Board of Directors reserves the right to waive these procedures when an owner, prior to any delinquency, notifies the Board of Directors/Managing Agent that a special hardship circumstance exists. The notice must be in writing and must include the owner's plan to bring the account current. All requests for special consideration will be kept confidential.

XIV. FINE STRUCTURE

Owners and occupants in violation of the provisions of the Declaration or amendments thereto, the Bylaws, or Rules and Regulations adopted by the Board of Directors shall be subject to the following procedures to enforce compliance:

1. Fines for Infractions to the Rules and Regulations
 - a) The schedules of fines for rules violations are as follows:
 - i. First Violation:
 - Written warning for first violation, specifying time to come into compliance.
 - ii. Second Violation or Continued Non-Compliance:
 - \$50.00 Fine
 - Written Notification of \$50.00 fine, plus costs, and date of sanction hearing sent via registered/certified mail.
 - iii. Third Violation or Continued Non-Compliance:
 - \$75.00 Fine
 - Written notification of \$75.00 fine. plus costs, and date of sanction hearing sent via registered/certified mail.
 - iv. Subsequent Violations or Continued Non-Compliance:
 - \$100.00 fine for each subsequent violation thereafter.

- b) Each ten (10) day period during which the identified violation continues to exist without correction may, at the Board's discretion, be assessed as a separate violation.
- c) All fines will be added to Homeowners Association dues and payable the first month following the violation.
- d) All expenses incurred by the Association or the Board of Directors, including all administrative, legal and collection costs, will be specifically assessed to the unit whose owner or occupant is in violation.

XV. RULE ENFORCEMENT AND DUE PROCESS PROCEDURES

- General - The Board of Directors is authorized and empowered to investigate, hear and determine all complaints concerning violations by any Unit owner, tenant or occupant of the Declaration, Bylaws, Rules and Regulations, or enforcement procedures ("Governing Documents") or of any decision of the Board made as provided in the Governing Documents.
- The Board is further authorized and empowered to impose a fine as may be allowed herein in an amount not to exceed the maximum rate established by resolution of the Board on any person whom it finds to have violated the Governing Documents.
- Informal Dispute Resolution Preferred - Any Owner, tenant, occupant or employee or agent of the Association has the authority to request that an Owner, tenant, or occupant of any Unit cease or correct any act or perform any omission which appears to be in violation of the Governing Documents or of any decision of the Board made as provided by the Governing Documents.
- Written Complaint – A complaint may be filed by any Unit Owner, tenant, occupant, member of the Board, employee or agent of the Association (referred to as the "complainant"). The complaint shall be signed by the complainant and shall contain a written statement of the problem setting out in simple and concise language the acts or omissions with which the alleged violator (referred to as the "respondent") is charged. Whenever possible, the complaint shall identify the specific provisions of the Governing Documents or the decision of the Board which the respondent is alleged to have violated. The written complaint shall state as many specifics as are available regarding time, date, location, nature of violation, persons involved, etc. The NOTICE OF WARNING, INFRACTION AND/OR FINE form, may serve as the complaint.
- Service of Complaint – Within ten (10) days of receipt of the complaint, a Board member or the Association's managing agent shall cause the NOTICE OF WARNING, INFRACTION AND/OR FINE form to be served upon the respondent, at the respondent's address of record, if an owner, and at the Unit address if a tenant or occupant. Service of the NOTICE OF WARNING, INFRACTION AND/OR FINE shall be made in accordance with Declaration

Section 22.1.1, including, but not limited to serving the respondent personally, and/or by first class mail to the respondent's last known address.

- Hearing – The Board may, in its discretion, set any matter for a hearing. In addition, the respondent has a right to request an appeal hearing. If the respondent has not requested an appeal hearing within 15 days of service of the complaint, and the Board has not set the matter for a hearing, the respondent is considered to be in default.
- Default – If the respondent is in default, the Board may impose a reasonable fine and/or order the respondent to cease or correct the violation alleged in the complaint. The Board may also, in its discretion, determine that enforcement actions are not necessary.
- Appeal Hearing – If the respondent requests an appeal hearing, the Board or the Association's managing agent shall, at least ten (10) days prior to any such hearing date, serve upon the respondent and complainant a Notice of Hearing. The hearing shall be heard by the Board of Directors or Hearing Board or Officer appointed by the Board of Directors, at the time specified in the Notice of Hearing. The complainant and respondent shall appear in person or by a duly authorized representative. Failure of either the complainant or the respondent to attend the hearing may be considered a default.
- Order of Proceedings – Each party to the proceeding is entitled to make an opening statement. Each party is entitled to produce evidence, witnesses and testimony, first in support of their position, and after the opposing party has presented their evidence, witnesses and testimony, to rebut the opposing party's position. Each party is entitled to make a closing statement. The Board of Directors and/or Hearing Board or Officer may call additional witnesses or secure tangible evidence. Any relevant evidence is admissible regardless of whether the evidence is inadmissible in a court of law.
- Assurance of Voluntary Compliance – The Board may accept a written Assurance of Voluntary Compliance from any respondent. The Assurance may include a stipulation for payment by the respondent to complainant and/or the Association. The Board is not precluded from further action by its acceptance of an Assurance of Voluntary Compliance in the event that the respondent violates the terms of that Assurance.
- Decision and Order – As soon as possible after the close of hearing, the Board shall reach a decision. The decision of the Board shall be in writing and, if a violation is found, shall state the particular violation(s) found. The decision of the Board shall be served on each party to the matter as soon as possible after the decision is made. The Board may order that the respondent shall do or refrain from doing any act necessary to cause the respondent to comply with the provisions of the Governing Documents and/or any Decision of the Board.
- The Board may provide for the imposition of a fine not to exceed the maximum amounts as set from time to time by the Board.

- The NOTICE OF WARNING, INFRACTION AND/OR FINE form is available upon request from the Board of Directors or the Property Manager.

These Rules and Regulations are an enhancement of the Renton Ridge Declaration and Covenants. In the case of a conflict, the CC & R's and Bylaws shall prevail.

APPENDIX A

Rates as of January 15th, 2014

Parking Spaces:

Motorcycle Space - \$15/month

Uncovered Space - \$20/month

Carport Space - \$30/month

Garage Space - \$40/month

Storage Units:

Small - \$25/month

Large - \$35/month

Cabana Reservations:

Rental Fee - \$50/day

Refundable Deposit - \$100 (See Section X.2.b for stipulations on the refund)

Note: The rental agreement forms are located in the credenza below the calendar. Upon completion of the rental agreement, please slip the agreement and checks under the door of the HOA office (double doors to the left upon entering the cabana).