



*Meadows at  
Rock Creek*

HOMEOWNERS' ASSOCIATION

# *Meadows At Rock Creek* **Community Rules & Regulations**

**Effective Date: 1/1/23**



# Meadows at Rock Creek Homeowners' Association

## Rules and Regulations

### Effective January 1, 2023

**Mission Statement:** *"Our Mission is to: Involve and energize homeowner's participation in the association, and to foster a working relationship in the neighborhood in order to provide all residents a high quality of life.*

These rules and regulations will serve to remind us of our individual and mutual responsibilities to abide by the governing documents of this Association: Articles of Incorporation, Bylaws, and The Declaration of the Protective Covenants, Conditions and Restrictions.

It is further to our advantage that by following these regulations, interpersonal conflicts will be reduced, property values will be enhanced, and we will be a successful and healthy community.

The Meadows at Rock Creek Homeowners' Association (HOA) Board of Directors has approved these Rules and Regulations. All residents and guests are required to adhere to them at all times.

Unless otherwise established by the Association at a future meeting, the Rules Committee will henceforth consist of the members of the Board, which will be responsible for ensuring compliance with the Covenants, Conditions and Restrictions (CC&Rs) and the Rules and Regulations of Meadows at Rock Creek (MARC).

## **Section I Association Communications:**

It is always our goal to ensure we are openly communicating with the residents of the neighborhood. To achieve this, the HOA Board wants to ensure all residents know how communication should occur from and to the board.

### **1.1 Communications from the Association:**

Though technology allows us many advantages, many laws still require that certain items be sent via US Mail. The Property Management Company and HOA board will continue to communicate these required items via US Mail.

When possible, email will be the primary form of communication, but this requires residents to ensure they provide the Property Management Company with their valid email address(es). Please contact the Property Management Company as outlined in *Section XIII* to provide your preferred email address, if you have not previously provided.

Whenever possible, all other communications will be posted on our website located at <https://www.meadowsatrockcreek.com/> or the Association portal at <https://portal.aroundtheclockinc.com/>.

The Meadows at Rock Creek Facebook Group located at <https://www.facebook.com/groups/845061618842964/> will be used as a secondary form of communication for events and not the primary source as not all residents participate in social media.

### **1.2 Communications to the Association:**

The best way to reach the Association is through the appropriate email addresses provided below based on your need. In addition, you can reach out to the Property Management Company as outlined in *Section XIII*.

- Board: [board@meadowsatrockcreek.com](mailto:board@meadowsatrockcreek.com)
- Social Committee: [social@meadowsatrockcreek.com](mailto:social@meadowsatrockcreek.com)
- Architecture Committee: [acc@meadowsatrockcreek.com](mailto:acc@meadowsatrockcreek.com)

Social media, including the MARC Facebook page should not be used as an avenue for communicating with the Association. Please direct questions or concerns as outlined above.

## **Section II Requests, Compliance, Grievance, and Fine Procedures**

### **2.1 Service Level Agreement from Association**

Due to the nature of the governing documents of Meadows at Rock Creek, it is important that all residents submit a request for approval prior to undertaking any projects or activities which might impact the exterior of your property, community property, or HOA owned property.

Changes which impact the exterior of your personal property should be requested through the Architectural Control Committee as outlined in *Section IV* below.

All other requests should be submitted to the Association with at least 30 days notice prior to the implementation date. This will provide the Association the time to review residents' requests with the time and consideration they deserve. The Association commits to responding to requests within 30 days of receipt. All requests must be received in writing and may be sent via one of the communication options as outlined in *Section 1.2* above.

## 2.2 Compliance

Part of the responsibility of owning a home in an HOA is understanding your responsibilities as a homeowner. By purchasing in the Meadows At Rock Creek, you have agreed to stay in compliance with all governing documents, including the CC&Rs and this Rules and Regulations document.

Failure to comply with the governing documents will result in written notifications to inform you of the compliance issue and potentially leverage an applicable fine as outlined in *Section 2.5*.

Compliance notifications will be sent as outlined in *Section 2.4* and may occur as a result of a grievance from a neighbor, inspections by the Association, or Property Management Company.

## 2.3 Grievances

If the actions of another Homeowner is creating a nuisance you should first attempt to make personal contact with the offending party verbally, or in writing to make them aware that you are concerned.

In some instances, the Association will assist residents in attempting to solve problems among themselves. However, this shall not be construed as an obligation on the part of the Association to provide mediation services in connection with disputes amongst residents.

If you are uncomfortable making personal contact or if no results are achieved by your notification to the offending party, contact the Association for further assistance as outlined below.

Complaints regarding alleged violations of the Meadows at Rock Creek governing documents must be registered in writing with the Association in one of the following forms and all complaints will be handled in a strictly confidential manner. All complaints must include date(s), time(s), photo(s) if applicable, and specific examples of the aggrieved actions sent via one of the following:

1. Written notice to Property Management Company (as listed in *Section XIII*).
2. Submitted via the "Incident Notification Form" on the HOA website at <https://www.meadowsatrockcreek.com/>.
3. Emailed to the Association at [board@meadowsatrockcreek.com](mailto:board@meadowsatrockcreek.com).

The Board will promptly review the claim and if it is substantiated, will send a letter to the offending party indicating that if their non-compliant actions are not stopped, a fine will possibly be imposed at the Association's request.

Homeowners are deemed liable for any and all fines imposed as a result of actions by their residents or guests. Written notice to the Homeowner will be deemed sufficient if dispatched via US postal mail to their last known address.

2.4 Notification of Non-Compliance

Upon determination by the property manager and/or HOA board that a breach of compliance has occurred, notification and appropriate fines (described in *Section 2.5*) will be sent to the homeowner per the following timeline:

Type of Notice	Timing
Courtesy Notice:	Provides up to 30 days to take corrective actions and notify the board or Property Management Company of compliance
First Violation	30-days after the initial courtesy notice, a fine will be levied
Second Violation	30-days after the first violation notice, a fine will be levied
Ongoing violations	Any subsequent violation to the same section of the governing documents within a rolling 6 month period from the prior violation will have a fine levied

There may be instances where non-compliance of an owner, residents or guests requires an escalation in notices and/or fines, usually due to a safety concern or the degree of the impacts of the noncompliant actions. In these situations, written notices will be provided with the deadline for corrective action timeframe and/or subsequent fines.

After receipt of notification of non-compliance, the offending party may request an opportunity to personally appear before the Association or to submit documents to demonstrate that their actions were not offensive or did not violate any rule of the Association at the board meeting following the issuance of the notification and/or fine.

2.5 Fines

The amount of fines are outlined below in **Appendix A: Fine Schedule**

If any fine is not paid within 30 days, it will be handled as a delinquent amount owing. A one time late fee of 25% will be added once an assessed fine becomes a delinquent account. Per this section, delinquent accounts may result in a lien being placed on a homeowner's property. Any amount owing over 90 days is subject to a lien being filed against the property.

The procedure set forth above shall in no way preclude the Board from pursuing any other remedies available under the Meadows at Rock Creek governing documents or under applicable law with regard to the enforcement of the Meadows at Rock Creek governing documents.

## 2.6 Request for a Temporary Exception

If you have extenuating circumstances which may temporarily render you non-compliant with the required rules and/or CC&Rs, contact the Association by submitting a written request as outlined in *Section I* and/or the Property Management Company as outlined in *Section XIII*, in advance whenever possible. Please include details of the situation and expected limited duration of time needed for a temporary exception. The Association is not obligated to grant any exceptions, but will consider on a case-by-case basis.

## **Section III General Rules and Regulations**

### 3.1 Payment of Semi-Annual Assessments:

Each semi-annual Homeowner payment is due on January 1st and July 1st. Payments received after 90-days of the scheduled due dates shall be deemed delinquent and assessed a late fee. Payments are payable at the location specified by either the Board or the Association Manager in *Section XIII*.

A late charge of 25% shall be assessed for any amount that is delinquent for more than ninety (90) days after the scheduled due dates. Any homeowner with a delinquency in any amount in excess of one-hundred twenty (120) days after the due dates shall have a lien placed against their lot for the amount of the assessment, recording fees, late charges, and reasonable attorney fees. The Association reserves the right to take any further legal action to obtain compliance.

Association voting rights of an owner with a delinquency shall be suspended.

### 3.2 Fees:

Additional fees may be charged as outlined. **See Appendix A below for current fees.**

<b>Fee</b>	<b>Description</b>
Returned Check Fee	When a check is returned to the association or Property Management Company by the bank for any reason.
New Owner Transfer Fee	A fee charged to the new owner of a home in MARC.
HOA Disclosure from Seller to Buyer:	A fee charged to the seller of a home to provide official copies of all required association documentation.
Records Request	A fee charge which includes the cost per hour of the Property Management Company, a fee per page printed to produce such copies, plus any additional costs which are disclosed at the time a request for records is made.
Property Rental Fee	Implemented February 28, 2022, this semi-annual fee is charged to all rental properties in the association to cover the administrative costs related to managing rental properties in the association.

## **Section IV Exterior Appearances**

The following rules have been written in an effort to preserve a uniform exterior appearance to the development and the common areas visible to the public.

### **4.0 Architectural Control Request Application**

Homeowners wishing to significantly alter their home's or property's exterior appearance should first review the CC&Rs and Rules & Regulations documents and shall be required to submit a written proposal to the Architectural Control Committee (ACC) via the "ACC Application Form" located on the Meadows at Rock Creek website <https://www.meadowsatrockcreek.com/> or by contacting [acc@meadowsatrockcreek.com](mailto:acc@meadowsatrockcreek.com).

The Board will then provide written comments on the proposal within 30 business days of submission of a complete application, or provide a reason if more time is required to develop such comments. The Board may prohibit, require, or regulate any modifications, paint or decoration of the homes, patio/yard areas or other common areas undertaken or proposed by any homeowner. This power of the Board extends to all exterior elements such as screens, doors, awnings, fences, rails, backyard equipment or structures, sheds, decks, gazebos, AC units, landscaping or all other visible portions of each home and property.

ACC Applications are valid for six months from approval date, and must be renewed if the project will begin past this date.

Disregarding the ACC approval process for any exterior modification could result in the homeowner being financially responsible for any required changes after the fact. In addition, failing to submit an application prior to commencement of work will result in a one-time \$200 fine.

### **4.1 Exterior Painting:**

Homeowners must complete an ACC application and receive approval prior to painting. Prior to approval the owner must paint a 3-foot x 3-foot swatch of base color on the house for review by the committee along with a 1-foot x 1-foot swatch of the trim and accent color(s). An ACC Application must contain paint manufacturer name, colors and color code numbers. In the event the house colors will remain the same, the expectations outlined above are still applicable. Paint color selections should reflect the overall theme of the neighborhood and are at the discretion of the ACC for final approval.

### **4.2 Interior Window Coverings & Screens:**

Interior window coverings are recommended. Coverings including draperies, blinds, shades, etc. visible from the exterior must appear neutral to the home and within Meadows at Rock Creek's color scheme or in accordance with it, when viewed from the outside. Non-neutral colors are allowable provided they are consistent in color to each other, and not deemed inappropriate or obnoxious. No bed sheets, blankets, towels, foiled window, etc., will be allowed at any time.

If screens are in use they must be in good functional order, and properly maintained.

#### 4.3 Patios:

Patio furniture, barbecues, and other items consistent with patio use shall be allowed. No patio shall, at any time, be used as a storage area. No linens, garments, or other items shall be left to air dry on patios or in yard areas.

#### 4.4 Signs:

No 'For Rent/Lease/Sale' signs may be posted in common areas or in public view from an individual home.

Real estate signs shall not exceed 3' x 2' and must be hung from a wooden sign post. "A-frame" Open House and sale signs may be used only on the day of an open house. Signs related to home sales must be removed within ten (10) days of official closing.

Signs related to ballots and elections may be posted up to 60 days in advance of the election for the current election and must be removed within ten (10) days after the current election for which they apply. Ballot and election signs may not exceed 3' x 2'.

Professionally prepared signs related to security/camera systems or block-watch programs are allowed under the following conditions:

- Not to exceed an approximation of 100 square inches (i.e.- 10"x10")
- Not to convey a threat of violence
- Maximum of 2 displayed signs on the owner's property

Signs are subject to standard fine and compliance procedures.

Signs related to official HOA sponsored events may be posted in common areas or in areas open to public view from an individual home.

No distributing or posting of fliers is allowed without prior approval from the HOA.

#### 4.5 Celebration/Holiday Decorations:

Decorations including but not limited to lights, displays or signs on the outside of homes must be taken down no later than 30 days after the end of the observed holiday. School graduation signs may be displayed beginning June 1 and must be removed by June 30th of each year.

#### 4.6 Flags:

Residents may have a maximum of two flags hung on the lot at any given time. Flags must be hung from a pole or mast in an appropriate and respectful fashion. Flags may not be directly attached to a structure i.e., house or garage. Flags must not be vulgar or discriminatory.

#### 4.7 Front Patios & Porches:

Items consistent with front patios or porches shall be allowed. No patio/porch, at any time, may be used as a storage area. No linens, garments, tools, or other items shall be left to dry or



accumulate on front patios or porches.

#### 4.8 Fencing:

Perimeter fencing, if in place, shall be maintained and repaired in uniform appearance with other fencing in the neighborhood. See CC&Rs for approved fence design.

Fences shall remain cedar and in the original position as designated by the builder or as approved by the ACC. Fencing shall be maintained and repaired in uniform appearance with other fencing in the neighborhood. Fences shall remain stained in likeness to original stain color. Painting fences is not permitted.

Residents that gain access to their property via a common access/entry road (not being a public street) shall be responsible for maintaining these common accesses. The Association has the right, not the obligation, to maintain these common accesses at the resident's expense.

To maintain the overall aesthetics of the neighborhood, the HOA will maintain a portion of the perimeter fencing. This includes the perimeter fencing along SE 268<sup>th</sup> St between 225<sup>th</sup> Ave SE and 227<sup>th</sup> Ave SE (between [King county parcel](#) 5416500250 and 5416500140). The HOA will also maintain the perimeter fence along SE 272<sup>nd</sup> St (between King county parcel 5416500870 and 5422950230).. For general purposes, any fencing immediately attached to a homeowner's property line is the responsibility of that homeowner.

A fence or portion of a fence is deemed "shared" when it is on the property line which divides at least two homes. The shared fence is owned by the homeowner who owns the property line on which the fence resides and has the responsibility for maintenance and decisions guiding its existence. As a courtesy, owners should inform neighbors if they intend to build, replace or remove a fence between lots. The governing documents do not require fences between lots and therefore disputes about these matters must be handled between individual residents.

Proposals for the addition of or changes to fencing must first be submitted to and approved by the ACC as outlined in *Section IV*.

#### 4.9 Garbage, Trash, and Composting:

No Lot shall be used or maintained as a dumping ground for rubbish, trash, and garbage, and other waste shall be kept only in a clean and sanitary condition. No trash, refuse pile, vehicles, underbrush, or other unsightly growth or objects shall be allowed to group, accumulate or remain on any Lot. All trash and other debris shall be removed from all landscaped and paved areas. All trash, garbage and yard waste shall be kept in suitable covered containers, and shall be stored out of sight except on trash collection days. All waste bins must be removed from public view by the evening of the scheduled date of collection.

Any composting may only be done within an enclosed system or within a compost bin provided by the waste company. Care should be given to avoid disturbing neighbors or attracting animals with the composting process.

#### 4.10 Air Conditioning/Heat Pump Units:

No Lot owner shall be permitted to install any air conditioner or heat pump without specific written approval from the ACC as outlined in *Section IV*. Any unit should be installed without being visible from the street. Air conditioning units are not allowed to hang out of any window of the home. Residents may use an internal portable air conditioning unit where the air intake sleeve sits flush behind the window screen.

#### 4.11 Storage Sheds:

Storage sheds must be built in a professional manner using Hardi Plank siding and the same roofing material as on the home. The color of the shed must also match the home. The dimensions of the shed cannot exceed 100 square feet, the peak of the roof must not exceed 8 feet. Prior to building, a homeowner must first obtain written permission by the Board by submitting an ACC Application as outlined in *Section IV* including a site diagram for processing.

#### 4.12 Basketball Hoops:

Moveable or temporary basketball hoops intending to be left outside for repeated use must meet the following requirements:

- Prior to placement, approval must be requested from the ACC as outlined in *Section IV*.
- Maintained in good working condition at all times
- Not infringing on any public right-of-way (roadway or sidewalk) while unattended
- Will not create visibility concerns for vehicle or pedestrian safety while unattended
- Subject to impromptu relocation for service, hazard or safety needs of the community
- Violations of any requirements will be subject to standard notification, fine schedules, and possible revocation of prior ACC approval.

#### 4.13 Solar Panels

Article 7, Section 7.17 of the Meadows at Rock Creek CC&Rs requires that each owner maintain the exterior appearance of his/her property in a manner that upholds the quality of our neighborhood. These declarations are to protect every owner's property value by ensuring a well-kept and desirable place in which to live, which includes esthetics involving after-construction equipment added to a Lot or a house.

The laudable goal of saving energy and incorporating equipment and systems into and on to homes or lots which do so has resulted in increased interest in the installation and use of solar energy devices and equipment. The Association does not want to do anything to prevent use of such devices, but feels it is important to ensure that such equipment is reasonably controlled as to appearance and location of installation, so as to protect neighbors and the community as a whole from unsightly equipment and/or installation. Accordingly, the purpose of these Rules about solar energy devices and equipment is to reasonably control use and location to protect home values and esthetics in the community, without preventing their use.

These rules, regulations and guidelines apply to all solar energy devices including without limitation solar panels and their associated components, solar tubes, solar skylights, wind turbines or other solar energy devices (collectively referred to in this Rule as "devices" or "systems" or "equipment") which due to installation and use location are or may become "visible

from neighboring property” above the fence line or other privacy barriers that may exist between neighboring yards and homes.

#### 4.13.1: Approval of the Installation of Solar Panels

Detailed plans for installation and placement of any solar panel / energy device must be submitted to the Architectural Committee for review and receive written approval from the Association prior to such installation.

An illustrated brochure of the proposed system, which depicts the materials to be used, and drawings showing the location and number of collectors, the attachment to the roof structure, and the location of exterior system components, shall be submitted with the Architectural Request.

A King County Permit may be required for the installation of such device(s) and ancillary equipment. The Association strongly suggests to Owner that he/she use an installer which is a licensed solar equipment contractor with the appropriate contractor’s license. Owner is entirely and solely responsible for knowing what permits may be required, and obtaining any such permits before installation begins.

Residents are urged to check with their home builder or insurance company prior to installation of devices for how such installation may impact their roof warranty or other aspects of their structure. Neither the Architectural Committee nor the HOA Board of Directors is liable to the property owners from roof damage or for effects to roof warranties. The Association and its Board has no expertise or special knowledge regarding such systems and therefore the Association’s approval for installation of any such device(s) or system is not a representation that the system chosen by an Owner is safe to use or is compatible with Owner’s roof or other structures on the Lot or the Lot involved, and Owner assumes and bears all risks regarding installation and use of such a system.

#### 4.13.2: Types of Panels

- Only commercially or professionally made devices are allowed. “Homemade” devices will not be permitted due to the safety and esthetics aspects of such devices.
- Ground-mounted solar panels are permitted and are preferred.
- Roof-mounted or wall-mounted solar panels are permitted so long as their installed location is preferred not to be seen from the street fronting the house. The Association realizes that for any houses located on corner lots where the back of the house or roof is visible from a side street, that installation of such devices on the back side roof may still be visible from the street abutting the side of Owner’s Lot, and installation on the back roof side of the house under these circumstances will not be considered a violation of these Rules.

#### 4.13.3: Location/Placement

##### Ground-Mounted Solar Panels

- The equipment must be installed in the rear yard with no portion of the unit exceeding six feet in height from the ground below it. If it is visible from the street, then the equipment must be painted to match, or the color of the materials used must match the color of the

- home, fence line or surrounding landscape as directed by the Architectural Committee.
- Ground-mounted solar collectors shall be within the setback lines in accordance with King County Codes / HOA CC&Rs and concealed from neighbor's view to the extent reasonably possible.
- No ground mounted devices or their components should be affixed to a block wall or wood fence.

#### Roof-Mounted Solar Panels

- Roof-mounted systems must be installed so that the panels are flush-mounted and centered, preferably on the back side of the house or a garage roof if sufficient space is available, or if possible, the patio roof should be used / extended. Panels may not extend past the end of any roofline.
- If an alternative placement location is necessary in order for the energy device to reasonably work as intended (so that any loss of efficiency or capability is no more than 10%), the Architectural Committee must consider the ability of the device to properly work regarding its location. If the location which would be required under these Rules would result in the device losing 10% or more of its efficiency or energy generating capability, then the Committee should approve the Owner's preferred location if that location is truly necessary under the factors set out in this subsection. Solar panels should be installed as far as possible to the rear of the house or garage. The front slope of the roof of the house or garage preferably should not be used.
- Solar panels should be an integrated part of the roof design and mounted directly to the roof deck or, if mounted on or over the existing roof tile, should be flush with the slope of the roof. Solar units must not break the roof ridgeline.
- Solar panels should be positioned as low as possible on the roof extending wider rather than higher on the roof plane. The solar panels, piping or any exposed part of the installation may not be higher than the roof peak.
- Visibility of devices and their components must be minimized from public view, and may be required to be screened from neighboring property in a manner approved by the Architectural Committee.

#### 4.13.4 Construction/Finish

All roof-mounted equipment, (excluding the face of the solar panels), must match the color of the roof material. This includes wind turbines, solar skylights and other equipment. Exposed surfaces such as any frame or supports for panels but excluding the exposed collector panel face itself must be painted to match, or the color of the materials used must match the surface on which it is mounted.

All exterior plumbing lines shall be painted to match, or the color of the materials used must match the color of adjacent roof material and walls. Aluminum trim, if used and visible, should be anodized or otherwise color treated to blend into the surroundings as much as possible.

#### 4.13.5 Maintenance of Solar Panels

Residents will ensure that all surfaces of such devices or equipment, whether painted or colored materials, are properly and timely maintained to prevent peeling and cracking of paint or loss of coloration or other deterioration to the point where the equipment becomes unsightly and/or incompatible with the esthetic standards of the community.

#### 4.14 Maintenance of Units

All maintenance of the property structure, as well as the landscaping, driveway, yard, and any other part of the property is the sole responsibility of the homeowner, who shall provide the maintenance consistent with the Community-Wide Standards and Meadows at Rock Creek's CC&Rs. Any change to the exterior color of the property or any structure on the property, including the fencing, must be subject to the approval of the Architectural Committee as outlined in *Section IV*.

If an Owner has failed or refused to maintain the property structure, landscaping, driveway, yard, or any other part of the property, the Association shall give written notice (except in emergency situations) of its intent to provide such maintenance at the Owner's sole cost within 30 days of receipt of the notification.

#### **Section V Neighborhood Streets**

It is important to know that all the streets and sidewalks within our neighborhood are owned and maintained by the City of Maple Valley. As a result, our streets are subject to city and county ordinances and the Association is unable to make certain modifications without their approval.

In addition, the Meadows at Rock Creek Association maintains full authority to enforce rules and regulations impacting our neighborhood streets as outlined in all governing documents.

#### 5.1 Parking:

Parking is restricted to operative and street legal automobiles and motorcycles that belong to the Homeowner or tenant. This includes the short term parking of guests (up to 24 consecutive hours). All unauthorized vehicles or other items will be removed at the direction of the Board and any cost will be assessed against the vehicle, vehicle owner, or Homeowner. Operative is defined as: current tabs and street legal; or not otherwise defined as a 'junk' vehicle per statute.

Parking vehicles on the roadway for extended periods as an alternative to utilizing the driveway is not allowed. Occasional parking of vehicles by residents on the roadway is acceptable for short durations of a few hours or visiting guests. Under all normal circumstances, residents' vehicles must be parked in their garages or in their driveways. All homes in the Meadows at Rock Creek are equipped with a minimum 2-car garage and the capacity to park two (2) vehicles in the driveway and two (2) in the garage. Vehicles parked in the roadway must be legally against the curb. Violations of parking regulations are subject to the fine schedule.

Residents and guests must not block driveways, sidewalks, public rights-of-way, or mailboxes. Vehicles blocking in such a manner will be subject to immediate removal or fine.

No major car repairs or maintenance, rendering a vehicle inoperable for an extended period of time is allowed in the development. Car washing of resident-owned vehicles is allowed-please be sure to follow all King County ordinances, clean up thoroughly and rinse away all residues. No cleaning of engines with solvents is allowed.

Parking on the lawn, front yards, or in any area other than a street, driveway, or garage is not permitted at any time.

As stated in *Section 7.15* in the CC&Rs, the parking of commercial vehicles is not allowed for a period in excess of 14 days in one calendar year. A commercial vehicle is defined as 10,000 lbs. or more and used for commercial purposes.

#### 5.2 RV Parking:

Except as provided herein, any and all recreational vehicles including, but not limited to automobiles, mopeds, motorized scooters, boats, campers, trailers, snowmobiles, and jet skis may only be stored on homeowner's property so that no portion of the vehicle is in view from the streets within Meadows at Rock Creek or from the vantage point of any home. No such vehicle shall be parked on any street adjoining any lot.

#### 5.3 Sidewalk Parking:

Parking on the sidewalks within Meadows at Rock Creek is not permitted. This is a Meadows at Rock Creek Association, City of Maple Valley and King County regulation. City of Maple Valley or King County police may cite, and/or tow violators in addition to the right of the Board to fine and tow the vehicle. Note: vehicles parking on the 'driveway apron' will most likely be also resting on either the street or sidewalk; thus in violation of the parking regulations. Properties with approved walkways which are next to the driveway are not extensions approved for parking.

#### 5.4 Parking Enforcement

Failure of a resident or guest to comply with parking as outlined and in the CC&Rs - *Section 7.15* will result in the initiation of the steps for compliance outlined in *Section II*.

Effective parking enforcement requires all residents to participate in holding each other accountable, not just the Association. If a resident finds a neighbor or their guest is in violation of the rules as outlined in our governing documents, it should be reported as a grievance as outlined in *Section 2.2*. The Association needs all residents to help keep our streets safe.

In addition, the Association has created a Parking Safety Team to patrol for enforcement, in addition to our Property Management Company inspections. The Safety Team will be patrolling the neighborhood at night and should not be approached or threatened during their inspections. Should the Safety Team be approached or threatened, the Association will immediately take it under advisement for possible legal actions.

#### 5.5 Registering Vehicles with Association

There is an annual requirement to register your vehicle and tag(s) with the Homeowner Association to assist with proper enforcement of parking. The vehicle tag(s) should be registered with the Property Management Company outlined in *Section XIII*. This applies to all residents. This registration will be due by January 31st every year. If no tag information is filed by March 31st then we will proceed with the non-compliance notifications as outlined in *Section II*.

## **Section VI Rental Properties**

### **6.1 Rental Documentation:**

Prior to Owners renting out a home, Owners must complete all required documentation and provide it to the Property Management Company. At time of execution of the lease, Owners shall provide a copy of the lease and a complete Resident Information Form that shows all tenant contact information along with owner offsite contact information. These should be uploaded in the portal or sent to the Property Management Company as outlined in *Section XIII*.

Per *Section 7.4* of the CC&Rs, no home shall be rented for less than six (6) months.

### **6.2 Owner and Tenant Responsibilities**

All provisions of the Rules and Regulations, as well as the Declaration of the Covenants, Conditions, and Restrictions for Meadows at Rock Creek are applicable to the Owners, as well as the tenant(s). Homeowners are ultimately responsible for the action of their tenants. See Rental Policy for further definition of landlord/management company responsibilities. Any fines assessed are charged to the lot with the owner being the responsible party regardless of who created the compliance issue.

If a homeowner is self-managing their rental property, and non-compliant issues continue to not be addressed after 3 offenses, the Association may require the implementation of a Washington State professionally licensed management company.

### **6.3 Property Rental Fee:**

There is a semi-annual fee charged to all rental properties in the association, paid by the property owner, to cover the administrative costs related to managing rental properties in the association. See Appendix A for current fees.

## **Section VII Insurance**

The Board has obtained a public liability policy applicable to the common areas protecting both the Association and its members for damages and injury caused by negligence.

Each Homeowner, by virtue of taking title of the property, acknowledges that the Association has no obligation to provide any insurance for any portion of individual Lots. Each Homeowner agrees to carry at minimum fire and extended coverage casualty insurance.

Due to the legal nature of this *Section VII* of the Meadows at Rock Creek Rules and Regulations, residents are encouraged to review the Declaration for a complete description of all issues pertaining to insurance.

## **Section VIII Landscaping**

Landscaping, for the purposes of this section, includes all front and side yards on any Lot, including the mow strips between the sidewalk and the street. Landscaped areas include but are not limited to lawn, rockery, bark, gravel, shrubbery, trees and all planted areas.

Residents shall maintain the landscaped areas in front of and around the home in a neat, orderly manner and a healthy condition in the style of the landscaped public areas of the neighborhood and as is appropriate for the season of the year. The Association must approve major changes to the Homeowner's landscaped areas in writing via the Architectural Control Request Application as outlined in *Section IV*.

#### 8.1 Lawns:

Lawns shall be maintained in a neat, orderly, and healthy condition including but not limited to the following:

- Regularly mowed during the growing season
- Edged and trimmed so grass is contained
- Fertilized as needed to maintain health
- Unsightly and or large weeds must be removed
- Appropriately watered to meet Association standards, unless a city enforced water restriction is in place due to drought
- Unsightly "pitting" or large bare patches in lawn due to lack of watering or lawn maintenance should be cured by soil overseeding maintenance.

#### 8.2 Plants Vegetation:

Plants shall be maintained in a neat, orderly and healthy growing condition as is appropriate for the season of the year, including pruning, and appropriate watering and fertilizing as necessary. Dead plants shall be replaced or removed. Plants and vegetation including but not limited to trees, shrubs, and bushes shall be maintained so as to prevent encroachment on, projection across or obstruction of any sidewalk, driveway, or street.

#### 8.3 Mow Strips

Mow Strips are defined as the strips of grass and trees between the sidewalk and the street. Residents are responsible for all maintenance of mow strips in front of or alongside their property as an extension of their front lawn

All mow strips must be grass or approved turf (as outlined in *Section 8.8*) except for a maximum 36" border diameter (measured across) for mow strip trees; which can be bark/mulch or decorative rock. Exceptions to this rule can be applied for through the ACC form for individual review. Any plants in the mow strip cannot exceed 2.5' in height (for visibility) and must be maintained to the same standard as the rest of the landscaping.

All trees in the mow strip must be maintained by the resident as outlined below in *Section 8.7*.

#### 8.4 Planting Containers:

The style of visible planting containers shall fit in with the style of the neighborhood. Black plastic nursery pots and similar containers are not acceptable within view of the street.



### 8.5 Weeds:

Weeds shall be removed from all landscaped areas including lawns, planting beds, gravel, river rock and barked areas. This includes bare areas that divide properties and gravel areas between houses.

### 8.6 Leaves and Yard Debris:

Leaves shall be removed from landscaped and paved areas (except where used as mulch) following the last fall of leaves in autumn. Other plant and yard debris shall be removed from all landscaped and paved areas on a regular basis.

### 8.7 Trees

Trees that lay within the property and within the planting strip between the sidewalk and street are the responsibility of the homeowner whose house they are aligned with. This includes ensuring the health and safety of the tree.

For the safety and use of the sidewalks, all limbs must be higher than 8 feet in height. Residents with limbs below this height may be deemed “unsafe” and will receive notice to take action to resolve. If action is not taken within the timeline outlined on the notice, the Association will secure a service to remove these limbs at the homeowner’s expense.

If a tree is found to be dead or dying, the homeowner may remove the tree without first notifying the Association to ensure the safest possible outcome. Replacement of trees is only required within the planting strip to maintain uniformity throughout the neighborhood. If a homeowner fails to replace a tree within the planting strip, with 30 days notice the Association will select and replace the tree at the homeowner’s expense.

If a homeowner wishes to add a new tree to the property for any reason, an Architectural Control Request Application must be completed as outlined in *Section IV*.

### 8.8 Artificial Turf

The installation of artificial turf (also known as artificial grass) is a large investment for any homeowner. This modification is permitted within Meadows at Rock Creek if the following requirements are met:

- Artificial turf must be made of Polyethylene because it allows for the blades to look and feel like real grass. The turf should have a minimum face weight of 50 oz with a permanent backing.
- The turf cannot be installed over existing grass. Sod and dirt must be removed and an aggregate base and soil stabilization fabric installed to allow for proper drainage.
- The color must be similar to the geographical area, preferably a blended, multi-color monofilament fiber with a minimum pile height of 1.5 inches.
- The contractor installing the artificial turf needs to be a qualified professional who plans for and addresses potential issues with drainage which might affect the concrete or other surrounding areas.
- The installation must also include a weed barrier and a properly prepared aggregate base for drainage. An infill system is required and cannot include products that use lead

or other heavy metal materials and should not absorb urine or raise the temperature of the product.

- The front yard area must retain a minimum of 30% of overall square footage as organic plant material such as planter beds, bushes, shrubs, etc. This will lessen the feel that the front yard is fake or looks fake.
- A boundary of shrubs between the turf and real grass should be installed to create an esthetic transition. This barrier must be at least 4 inches of hardscape or a planter consisting of organic plant material.
- The artificial turf must be cleaned as necessary and periodically groomed to maintain its appearance.
- Artificial turf products will be inspected annually after expiration of the warranty period to ensure the aesthetic properties are maintained. The ACC reserves the right to require replacement after the expectancy has been reached, typically 20 years.
- A maintenance and replacement agreement must be recorded against the title of the property so that any future buyer is aware of these requirements when purchasing the home.

#### 8.8.1 ACC Application for Installing Artificial Turf:

The following items are required in addition to the standard requirements of the Architectural Control Request Application as outlined in *Section IV*:

- A sample of the product including model name and style
- Complete product specification sheet from the manufacturer
- The manufacturer's warranty on the product being submitted
- Photo(s) and diagram of the area to be covered by the artificial turf
- Diagram of front yard showing a minimum of 30% of overall square footage as organic plant material such as planter beds, bushes, shrubs, etc.
- Description of the method of installation
- Qualifications of contractor installing the artificial turf

### **Section IX Maintenance and Use of Common Areas**

In order to maintain the appearance of the Meadows at Rock Creek neighborhood, Residents Homeowners and Tenants shall remove all extra items, including but not limited to pools, toys, garbage, etc., from their yards, front porches, and driveways by the end of the day.

No personal property (e.g. sporting equipment, toys) shall be left or stored on the common areas (including streets and sidewalks). Any unauthorized equipment or material that is left or stored shall, at the owner's expense, be removed.

All garbage and items to be discarded shall be placed immediately in appropriate trash containers for pickup and not kept in common areas or limited common areas, even temporarily. Please make sure all trash items are secured and will not blow around.

Any individual alterations or additions to the common landscape such as stepping stones, concrete work, fences, etc. are not allowed without prior written approval from the ACC via the Architectural Control Request Application outlined in *Section IV*. Failure to receive the Association's approval prior to installation may result in removal at the Homeowner's expense.

### 9.1 Community Park:

The Meadows at Rock Creek Community Park ("Park") is for the use and enjoyment of Meadows at Rock Creek residents and their guests only. The Park may be used only during the hours of 8 A.M. to 10 P.M. daily.

Children should be supervised at all times while using the park or play equipment therein. Play equipment must be used properly and children are not permitted to play on the roof of the play equipment at any time. All residents and guests use of the Park and play equipment therein is done at their own risk. In no way is Meadows at Rock Creek Homeowners' Association or the Board responsible for injuries incurred in the Park. Glass containers are not permitted in the Park at any time. Residents are expected to not leave any of their belongings in the common areas.

Residents are responsible for any damage caused to the parks or play equipment by themselves (or their tenants), their children, relatives or guests.

### **Section X Pets:**

Only domestic pets are allowed in Meadows at Rock Creek. No pets may be kept for commercial purposes or hobby kennel licenses. No pets deemed as "dangerous dogs" as outlined in [RCW 16.08](#) shall be allowed within the Meadows at Rock Creek Community.

Residents shall be responsible for immediate cleanup and removal of fecal matter deposited by their pets on any property other than theirs. Pets shall be confined to the homeowner's property unless while on a leash and accompanied by a responsible person.

No domestic pet may be kept if it is a source of annoyance or a nuisance per [RCW 11.04.230](#). The Board has the authority to determine if a particular pet is a nuisance or source of annoyance- such a determination is final and conclusive. The Board may exercise this authority for specific animals even though other pets are permitted to remain.

All pets must be properly registered, licensed and inoculated.

All King County animal control laws shall extend to and include our common areas.

(King County Animal Control: (206) 296-7387 x 24 M-F 8:30-5:30 or you can find them on the web at: <http://www.kingcounty.gov/safety/animalservices/complaints>)

### **Section XI Noise Ordinance:**

No noxious or offensive activity shall be carried on in a home or common area, nor shall anything be done therein which may become an annoyance or nuisance to residents.

Quiet and peaceful enjoyment of our homes is a basic property right which no one has a right or privilege to deprive us of. If your neighbor complains of noise or an offensive activity, you have deprived them of this right, which is the duty of the Association to protect.

In addition, the Association will enforce applicable noise ordinances in [Maple Valley Municipal](#)

[Code Section 9.05.480](#) and any applicable King County ordinances.

**Section XII Garage / Yard Sales:**

Meadows at Rock Creek will hold at least one annual garage sale which will be scheduled on the MARC website calendar. If a homeowner holds a yard or garage sale outside of the annual community event - please inform the Association in advance of the event in writing as outlined in *Section I* by providing the start and end dates and times. Garage sale signage may be temporarily displayed the evening prior to the event and must be removed at the conclusion of the sale.

**Section XIII Association Manager:**

The property manager strives to respond to all inquiries within 72 business hours. Inquiries and requests for assistance pertaining to homeowner dues, payments, and records, and issues pertaining to the sale of homes shall be directed to:

Mr. James Emory Tungsvik MPM CRMC Around the Clock, INC CRMC

716 W Meeker St #101

Kent, WA 98032

Phone: 253.852.3000

e-mail: [board@meadowsatrockcreek.com](mailto:board@meadowsatrockcreek.com)

Owner Portal: <https://portal.aroundtheclockinc.com/>

**Section XIV Adoption:**

The above Policies and Procedures for The Meadows at Rock Creek Homeowners' Association were updated and adopted by consent of the Board of Directors in October 2022.

## Appendix A: Fine & Fee Schedule

The following fine & fee schedule is effective January 1, 2023 as follows:

<b>Type of Notice</b>	<b>Safety &amp; Destruction of Property*</b>	<b>Other Fines</b>
Courtesy Notice:	N/A	N/A
First Violation	\$200	\$200
Second Violation	\$200	\$200
Ongoing violations	Fines will double each subsequent occurrence within a rolling 6 month period (ex. 3rd violation \$400, 4th violation \$800, 5th violation \$1600)	\$200

\*Examples of safety & destruction of property can include, but are not limited to, parking on the street, vandalism, and hazardous obstructions in common areas. The Association will deem if an infraction is considered as a one of these types of fines.

Please review *Section II* for details on timelines for Notification of Non-Compliance.

### Current Fee Structures:

<b>Fee Name</b>	<b>Fee Amount</b>
Returned Check Fee	\$25 per occurrence
New Owner Transfer Fee	\$300
HOA Disclosure from Seller to Buyer:	\$85
Records Request	\$90 per hour and \$0.10 per page, plus any other applicable costs which will be disclosed at the time of request
Property Rental Fee	\$150 every 6 months