

Meadows at Rock Creek Home Owners Association

Rules and Regulations

Updated February 2015 Effective April 1, 2015

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.

These rules of homeowners apply equally to tenants of leased/rented units. Homeowners are ultimately responsible for the action of their tenants. **See Rental Policy for further definition of a landlord / management company responsibilities.**

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

Unless otherwise established by the Board 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 CC&R's and the Rules and Regulations of Meadows at Rock Creek.

Section I Grievance and Fine Procedures

If you are disturbed by the actions of another Homeowner you should first attempt to make personal contact with the offending party verbally, or by written note to make them aware that you are being disturbed.

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

If you do not feel comfortable making personal contact or if no results are achieved by your notification to the offending party, contact a Board member and give written notice of the problem. The Board will promptly review the claim and if it is substantiated, will send a letter to the offending party indicating that if their disturbing actions are not stopped, a fine will possibly be imposed at the Board's Request.

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

The offending party will be offered an opportunity to appear before the Board personally or to submit documents to demonstrate that their actions were not offensive or violated any rule of the Association at the Board meeting following the issuance of the fine.

The fine schedule is as:

- Courtesy notice - 30 days to complete notice - depending on the infraction time may be less than 30 days
- First Violation
- Second Violation \$200.00
- Any subsequent violation to the same section of the governing document(s) within a 12 month period additional fines will be assessed.

If the fine is not paid within 30 days, it will be handled as a delinquent account. A late charge of 25% will be added monthly once an assessed fine becomes a delinquent account, and in lieu of the normal late fee charges associated with delinquent accounts. Per this section, delinquent accounts may result in a lien being placed on a homeowner's 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.

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 form:

1. Written notice to Property Management Company (as listed in Section XI)
Complaints will be handled in a strictly confidential manner.

Section II General Rules and Regulations

2.1 Payment of Semi Annual Assessments:

Each annual Homeowner payment is due on the first day on January and July in order to be deemed timely received. Payments received after January 31st and July 31st of the current year shall be deemed delinquent shall be assessed a late fee. Payments are payable at the location specified by either the Board or the Association Manager in section XI.

A late charge of 25% shall be assessed for any amount that is delinquent for more than thirty (30) days. Any homeowner with a delinquency in any amount in excess of ninety (90) days shall have a lien placed against their lot for the amount of the assessment, recording fees, late charges, and reasonable attorney fees.

In the event an assessment remains unpaid after ninety (90) days, the HOA, at the Board's discretion, may institute additional sanctions such as instituting suit to collect such amounts and/or foreclose its lien. Association voting rights of an Owner with a delinquency shall be, suspended.

2.1.a Fees:

Additional fees will be charged for the following:

- Returned check fee
- New owner transfer fee
- Records request

2.2 Renters:

No home shall be rented for less than six (6) months. Owners renting out their homes must follow all governing documents, rules and regulations. Also, Homeowners shall inform the Management Company (see section XI) when a home is rented and provide the names and mailing addresses and phone numbers of both the owner and the renters.

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 Occupants. If a fine is levied against the Occupants and is not paid timely, the fine may then be levied against the Owner. (

If the tenant is a source of disruption and destroys the peace and quiet of the neighborhood or damages the common or limited common areas, the Board can fine the owner and/or require the owner to evict the tenant.

Section III Exterior Appearances

In order to preserve a uniform exterior appearance to the development and the common areas visible to the public, Homeowners wishing to paint or otherwise significantly alter their home's exterior appearance shall be required to submit a written proposal to the Architectural Committee. The Board will then provide written comments on the proposal within 30 business days, or provide good reason if more time is required to develop such comments. The Board may prohibit, require, or regulate any modifications 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 screens, doors, awnings, rails, or all other visible portions of each home.

In order to maintain the appearance of the Meadows at Rock Creek neighborhood, 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.

Exterior Painting: Homeowner must complete an ACC application and receive approval prior to painting. Prior to approval owner must paint a 3x3 swatch of base color on front of house for review by committee along with a 1x1 of the trim and accent color. ACC Application must contain paint mfg name and colors and code numbers. Failure to provide this information will slow down the approval process. ACC has 30 days to approve/deny an application. Application is good for six months after approval, so plan ahead.

3.1 Interior Window Coverings:

Interior window coverings, including draperies, blinds, shades, etc. visible from the exterior of common elements must appear neutral to the home's and Meadow at Rock Creek's color scheme or in accordance with it, when viewed from the outside. Nonneutral colors are allowable provided they are consistent in color to each other, and not deemed obnoxious. No bed sheets, foiled window, etc., will be allowed at any time.

3.2 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.

3.3 Signs:

No For Rent signs may be posted in common areas or in public view from an individual home except real estate signs, political candidacy signs or signs related to official HOA sponsored events. Real estate signs shall not exceed 3' x 2' and must be hung from a wooden post. "A-frame" Open House signs may be used on the day of an open house. No distributing of fliers is allowed. Signs posted must be removed by ten days postelection or post-sale. No signs may be posted in common area except for HOA sponsor events & "A-Frame" for day of open house

only.

3.4 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 holiday.

3.4.1 Flags:

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

3.5 Front Patios:

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

3.6 Community Park:

The Meadows at Rock Creek Community Park ("Park") is for the use and enjoyment of Meadows at Rock Creek Homeowners, residents, and their guests only. The Park may be used only during the hours of 7 A.M. to 10 PM. daily.

Children must 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 homeowners, residents, and guests use of the Park and play equipment therein is at their own risk. In no way is Meadows at Rook Creek Homeowners Association or the Board responsible for injuries incurred in the Park. Glass containers are not permitted in the Park at any time. Homeowners are expected to not leave any of their belongings in the common areas.

3.7 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.

All Homeowners! Tenant's vehicles must be parked in their garages or in their driveways. Guests must park legally against the curb.

Guests should take care not to 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 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.

3.7.1 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.

3.7.2 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.

3.8 Fencing:

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

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 10 days of receipt of the notification.

Homeowners 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 homeowners expense if such maintenance is consistent

with the Community Wide Standards and would benefit all homeowners.

Fences shall remain cedar and in the original position as designated by the builder. 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.

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 268th St between 225th Ave SE and 227th Ave SE (between King county parcel 5416500250 and 5416500140). The HOA will also maintain the perimeter fence along SE 272nd St (between King county parcel 5416500870 and 5422950230).

Proposals for architectural changes (e.g. fencing, remodeling, etc) should be sent to the Property Management Company as listed in Section XI.

3.9 Garbage and Trash:

No lot shall be used or maintained, as a dumping ground for rubbish, trash, 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.

3.10 Air Conditioning Units:

No lot owner shall be permitted to install, erect, and/or maintain any air-conditioner without specific written approval from the Architectural Committee. Any air-conditioning unit should be installed without being visible from the street. Air conditioning units are not allowed to be installed in the window of a home.

3.11 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 10' by 10', the peak of the roof must not exceed 8'. Prior to building, a homeowner must first obtain written permission by the Board by submitting an ACC Application and site diagram for processing.

Section IV 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 fore and extended coverage casualty insurance.

Due to the legal nature of this section of the Meadows at Rock Creek Rules and Regulations (this document), Homeowners are encouraged to review the Declaration for a complete description of all issues pertaining to insurance.

Section V Landscaping

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

Homeowners 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 Board must approve major changes to the Homeowner's landscaped areas in writing.

5.1 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 HOA standards, unless a city enforced water restriction due to drought.
- Unsightly "pitting" or large bare patches in lawn due to lack of watering or lawn maintenance should be cured by soil over seeding maintenance.
- Mow strips must be grass except for a 66" boarder around mow strip trees

Section VI Maintenance of Common Areas

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. No individual alterations or additions to the common landscape such as stepping stones, concrete work, fences, etc. are allowed without prior written approval by the Board. Failure to receive Board approval prior to installation may result in removal at the Homeowner's expense.

VII Maintenance of Units and Limited Common Areas:

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&R's. 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.

7.1 Weeds:

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

7.2 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.

The mow strip, the area between the curb and the sidewalk, is intended to be grass but well-kept planting and mulch is allowed around the trees. The plantings and/or mulch cannot exceed a 66" diameter around the tree. 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.

7.3 Planting Containers:

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

7.4 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.

Section VIII Pets:

Only domestic pets are allowed in Meadows at Rock Creek. No pets may be kept for commercial purposes. No Pit-Bull Terrier dogs or Rottwilliers, whether purebred or part, shall be allowed within the Meadows at Rock Creek Community.

Homeowners 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. 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 IX Quiet Hours:

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 homeowners.

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 her/him of this right, which is the duty of the Association to protect.

Section X Garage / Yard Sales:

Meadows at Rock Creek will hold an annual garage sale with the neighboring communities on or around the last weekend in May. If a homeowner holds a yard or garage sale outside of the annual community event - please inform the board of the event.

Section XI Association Manager:

Inquiries and requests for assistance pertaining to homeowner dues, payments, and records, and issues pertaining to the sale of homes shall be directed to:

Charity Williams CMCA

WPM South, LLC

13106 SE 240th Street #200

Kent, WA 98031

Phone: 253.638.9811

e-mail: charityw@wpmsouth.com

Section XII 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 September 2007.