

A S H F O R D
Ashford at Vista Park - Home Owners Association



ASHFORD
AT VISTA PARK
COMMUNITY RULES
AND REGULATIONS

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I. Preamble

I.1. Intent

It is the intent of these Rules to augment the recorded Declaration (CC&Rs) for Ashford at Vista Park, a Condominium ('Declaration'), for the purpose of protecting the value and desirability of the homes within the Community and protecting the natural beauty of the common areas.

I.2. Enforcement

Any violation of the **Community Rules and Regulations** or of the **Declaration** will be considered a **finable** offense. A violation notice will be issued for violations stating the timeframe for compliance, the specifics of the alleged offense, and remedies as outlined within these Rules. **Owners and tenants are responsible at all times for the reasonable conduct of their family members and guests, including (but not limited to) children, tenants, guests, pets, servants, employees, agents, invitees, or licensees.** Owners are responsible for notification of tenants of covenant restrictions and rules and regulations. Owners are responsible for notifying the Board immediately in writing of any change in billing or mailing address.

I.3. The Declaration (CC&Rs)

The Declaration, a legal obligation imposed in a deed by the seller upon the buyer of real estate enforceable on subsequent buyers of the property and part of each Ashford at Vista Park Condominium Unit's closing documents, grants the Ashford at Vista Park's Board of Directors the authority to adopt and enforce additional Community Rules for the benefit of all Community homeowners collectively.

I.4. Other Covenants

The officially-recorded **Declaration** and the overall **Issaquah Highlands Use Restrictions and Rules** (IHURR) complement the Rules contained herein, although it is recognized that the Board of Directors has the authority to amend the officially-recorded Declaration.

I.5. Duplication and Augmentation of Existing Rules

Some rules found within the Declaration or the IHURR may be repeated within these Rules for convenience, or they may further restrict certain rules by augmenting those rules. *For example of an augmented rule, the IHURR prohibits the parking or storage of inoperable vehicles anywhere except in an enclosed garage, whereby these Rules herein further augment that rule by extending the prohibition to the enclosed garages (Limited Common Areas) beneath the Ashford condominium buildings. For example of a repeated rule, the Declaration states that no sign of any kind shall be displayed to the public view on or from any Unit or in the Common or Limited Common*

Elements areas, whereby these Rules restate that other rule as a Community Rule to serve simply as a reminder to homeowners and to further clarify that Rule.

II. Use of Units Affecting Common Elements

II.1. Cleanliness

Unit owners will keep their Units in a good state of preservation and cleanliness and will prevent the accumulation of materials that will constitute a danger or promote the spread of vermin, odors, disease, or conditions constituting a danger or nuisance to the Common Elements or the other Units.

II.2. No Transfer of Secondhand Smoke

While cigarette and cigar smoking is permitted within Units, secondhand smoke of any kind (including that from candles, incense, and other heated or burning items) is **not** to transfer from one Unit to another, nor is it to transfer to interior Common Elements such as lobbies, hallways, or garages. If this occurs, the Unit whence the smoke comes must take measures to ensure secondhand smoke does not transfer to another Unit or to any Common Element else it becomes a finable offense.

II.3. Quiet Hours

Noise of any kind including, but not limited to, the running of laundry machines, sound systems, TVs, loudspeakers or horns, home entertainment systems, tools, personal or business crafts, hobbies, and even human voices must be kept to minimal levels during Quiet Hours. This rule does not prohibit these activities or use of noise-making machines or tools unless those activities or machines or tools become unreasonably noisy during Quiet Hours. Quiet Hours are defined as:

- (a) Sunday through Thursday from 11:00 pm until 7:00 am the following morning.
- (b) Friday and Saturday from Midnight until 8:00 am the following morning.

II.4. Excessive Noise and Disturbances

Unreasonably excessive noise of any kind that transfers from one Unit to another Unit is prohibited at all times, even outside of Quiet Hours. Reasonable (as determined by the Board of Directors) **noise generated within a Unit that transfers to the Common Elements**, such as lobbies and hallways, **is permitted** so long as it does **not transfer to within other Units** in an unreasonable manner.

II.5. Lint Filters on Dryers and Grease Screens on Stove Hoods

All dryers will have lint filters, which will remain installed and prevent lint from accumulating in the vent duct. All stove hoods will have grease screens installed to prevent grease from accumulating in the vent duct. All such filters and screens will at all times be used and kept in clean, good order, and repair by the Unit owner. Residents must periodically inspect and properly maintain washing machine hoses. Violation of this Rule carries no warning, beginning immediately as a Category 3 Offense.

II.6. No Painting or Modification of Exteriors

Owners will not paint, stain, or otherwise change the color of any exterior portion of any building. Violations begin as a Category 3 Offense, and the violating owner(s) are further financially responsible for any repainting or repairs conducted by the association to restore the exterior.

II.7. Signs

No sign of any kind shall be displayed to the public view on or from any Unit or from the Common or Limited Common Elements except as follows:

- (a) Temporary signs as permitted below under the Section dealing with 'No Commercial Use'.
- (b) Signs maintained by the Declarant as permitted by the Declaration statement's Section 1.28 and 20.2.3.
- (c) An American Flag that complies with the recent *Freedom to Display the American Flag Act*, passed into law by the US Congress.

II.8. No Fixtures in Windows; No Air Conditioners or Window Fans

No fixture or appliance may be installed into or placed in any window where any portion of the fixture or appliance is **even with** or extends beyond the window glass perimeter to the outside. This includes window-mounted air conditioners, the window-mounted exhaust tubes from indoor floor-model air conditioning units, and any window-mounted fans of any kind. Exceptions follow:

- (a) **Box fans and other fans are permitted inside in front of windows, such as on window sills** because fans placed on a window sill are not even with the window glass nor do they extend or protrude beyond the window to the outside.
- (b) Decorations as described in *Section 3.1(d)* and *Section 4.3*.
- (c) Window coverings as described in *Section 3.8*.

II.9. No Commercial Use

Except as listed below, industries, businesses, trade, or commercial activities may not be conducted on the premises.

The following are, however, permitted:

- (a) Home professional pursuits without public visits.
- (b) Activities conducted by the Declarant as part of its marketing and development program.
- (c) Open houses and marketing activities conducted as part of the resale of units, with no more than a single temporary sign at the entrance to the community and at the site of the Unit, during the period that the Unit is being offered for sale, each not exceeding five square feet in size in accordance with restrictions established by the Board of Directors.

II.10. Electrical Devices or Fixtures

No electrical device creating electrical overload of circuits may be used. Misuse or abuse of appliance or fixtures within a Unit which affects other units or the Common Elements is prohibited; any damage resulting from such misuse will be the responsibility of the Unit owner in whose Unit where it has been caused. Total electrical usage in any unit will not exceed the capacity of the circuits as labeled on the circuit breaker boxes.

III. General Use of Common Elements

III.1. Obstructions, Decorations, and Front Doors

There will be no obstruction of the Common Elements (e.g., around Unit doors in hallways, lobbies, etc.), **nor will anything be stored outside of the Units** without the prior written consent from the Board of Directors, except as provided herein. This rule includes, but is not limited to, **shoes, coats, bags of garbage or recycling, dollies, strollers, bags of pet food, hand trucks, tools, cardboard,** or the like.

The following items are specifically **approved** for use and placement by a Unit owner in the Common Element hallways **immediately adjacent to that Unit owner's Unit door**:

- (a) Temporary holiday decorations affixed to the exterior of a Unit door that are removed within 14 days after the holiday has passed and which are displayed no more than 30 days prior to the holiday, and which do not pose a safety hazard.
- (b) A decorative bench, sitting chair, potted plants, and flowers **if and only if** such items are kept within 3 feet of the Unit door **and** the hallway is inset or alcoved such that placed items do not extend into or obstruct the full running width of the hallway **and** provided the items placed are considered reasonable, decorative, sightly and appealing, and of no danger, all of which as determined by the Board of Directors. Any damage to the

Common Elements caused by these permitted items, such as water stains from a non-faux potted plant or the corrosion stains caused by an iron bench, are entirely the responsibility of the Unit owner. If the Unit front door is not inset or alcoved from the full running width of the hallway, then such items are not allowed at all because they violate fire safety standards by reducing the full running width of the hallway.

- (c) A welcome mat no larger than 4 feet square in size that does not display any obscene image or obscene word or grouping of words that form an obscene message.

The following items are specifically **approved** for use and placement by a Unit owner in that Unit owner's windows as viewed from outside:

- (d) Temporary holiday decorations and/or lights displayed not more than 30 days prior to a given holiday and which are removed within 14 days after said holiday, **and** where all holiday decorations are displayed within that single maximum 44-day timeframe per year (meaning a Unit's windows may be decorated as viewable from the outside only one time annually).

III.2. Quiet Hallways

Noise easily transfers from Common Element hallways into Units, and so noise must be kept to an absolute minimum in the Common Element hallways. Unit owners are responsible for the noise generated by their guests, agents, or family members using the Common Elements. Even normal speech and conversation conducted in the Common Element hallways tends to be unreasonably loud and disturbing to Unit occupants, and so may need to be reduced to a softer volume. *Important: Unit owners and their guests **are permitted** to generate considerably more noise **inside** a Unit compared to what's allowed in a Common Element hallway, as governed in Article II: Excessive Noise and Disturbances. The hallways should be kept quiet at all times.*

III.3. Absolutely No Smoking

Smoking is specifically prohibited in all Common Element areas including, but not limited to: **hallways, garages, lobbies, elevators, outside on building courtyards and pathways, and rubbish rooms. Smoking outside within 25 feet of any door or window (even if closed) is also prohibited by state law and further prohibited by these Rules, which includes all sidewalks surrounding Ashford at Vista Park.** Violations in any Common Element other than the garage begin as a Category 5 Offense. Violations in a garage begin as a Category 3 Offense. Violations committed outside but within 25 feet of any door or window, **including outside of any garage,** begin as a Category 1 Offense.

III.4. No Solicitation

No resident, guest, or visitor may solicit goods, services, or religious activities by any means including, but not limited to, knocking on Unit doors, leaving pamphlets or flyers at doors or

on building entrances or in any other Common Area, loitering and verbalizing in Common Areas or on building grounds, or through any other practice.

III.5. Illegal Activities

In addition to penalties imposed by law, the Unit owner is responsible for and immediately finable (beginning as a Category 5 Offense) in the event said owner(s), their family, or their guests bring illegal drugs of any kind into or through a Common Element area, or conduct other unreasonable illegal activities in any Common Element area. Furthermore, Unit owners will save the association and other Unit owners harmless from all fines, penalties, costs, and prosecutions for the violation thereof or noncompliance therewith. *For example, a Unit owner invites friends over to their Unit and one such friend had cannabis (marijuana) on his or her person. Even if the Unit owner had no knowledge of this, that Unit owner would likely receive no warning and thus be immediately fined as described for a Category 5 Offense in the Article dealing with Violations and Complaints.*

III.6. Moves and Deliveries

The Manager must be given 48-hours advance notice of intention to move in or out of the building so that elevator pads can be installed to protect the Common Elements. No door allowing access to the Common Elements may be left open and unattended during any move in or move out.

III.7. Proper Use

Common Elements will be used only for the purposes for which they were designed. No person will undertake activities which permanently destroy or damage the physical improvements on the premises, or interfere with their proper use by others, or commit any vandalism, boisterous or improper behavior on the Common Elements, which interferes with or limits the enjoyment of the Common Elements by all others.

III.8. Additions to, Appurtenances to, and Appearance of Buildings

No appurtenant alterations, additions, or improvements may be made to the Common Elements, other than those specified herein, without prior written consent from the Board of Directors. Without such consent, no clothes, sheets, blankets, laundry, or any other kind of articles other than holiday decorations (as specified herein under *Article III: Obstructions, Decorations, and Front Doors*; and under *Article IV: Outside Patio and Balcony Decorations*) may be hung out of a building, exposed, or placed on the outside walls or doors of a building or on trees. No sign (except as permitted herein by *Article II: Signs*), awning, canopy, shutter, **air conditioner**, **antenna**, or **satellite dish** will be affixed to or placed upon the exterior walls, doors, roof, or any part thereof or exposed on or at any window (draperies and/or blinds will be white, light gray/neutral, or beige where seen from outside the Unit, and furniture will not block windows in whole or in part).

III.9. No Fireworks

Fireworks are expressly prohibited in or on any Common Area Element, including courtyards and building sidewalks and from any Limited Common Area Element Patio or Balcony.

IV. General Use of Limited Common Elements

IV.1. Balconies and Patios

The Unit owner will keep the Limited Common Element balcony and patio clean and swept. The association is responsible only for painting and structural maintenance. There shall be no storage of personal property on the balcony or patio other than slightly (as determined by the Board of Directors) weather-resistant outdoor furniture and accessories, and a barbecue. Air conditioners are not allowed on balconies, patios, or in windows. Balconies and patios shall not be enclosed nor modified, as prohibited in *Article III: Additions to, Appurtenances to, and Appearance of Buildings*. Balcony and patio furniture and accessories, and any barbecues, must be removed during periods of high winds where such winds could move balcony or patio items.

IV.2. No Smoking on Patios or Balconies

Because all Ashford at Vista Park Patios and Balconies are positioned within 25 feet of another Unit's window or door, outside smoking on any patio or balcony **is strictly prohibited by state law**. In addition to any penalties imposed by law, violations of this rule constitute finable offenses, beginning as a Category 1 Offense.

IV.3. Outside Balcony and Patio Decorations

Reasonable temporary holiday decorations and/or lights may be displayed not more than 30 days prior to a given holiday and must be removed within 14 days after said holiday.

Furthermore:

- (a) A Unit's **balcony** may only be decorated once per year and shall have no holiday decorations outside of the single 44-maximum-day span, as described above.
- (b) A Unit's **patio** may be decorated for any reasonable holiday, not more than 10 times per year, as described above.

IV.4. No Animal Feeding or Feeders

Wild, stray, or neighborhood animals may not be fed from any Patio or Balcony or any other Common Area Element such as the Courtyard, nor may any feeder apparatus be hung for birds, squirrels, or any other wild, stray, or neighborhood animal.

V. Garages and Assigned Parking

V.1. Purpose

Garages are to be used solely for the purpose of parking motor vehicles, boats, storing bicycles, and for limited personal storage as strictly regulated below. Vehicles may not be washed, repaired, or stored in an inoperable state for any length of time.

V.2. Unsightly or Inoperable Vehicles

Inoperable and unsightly vehicles are prohibited in garages. Inoperable and unsightly vehicles may be towed once the violation reaches a Category 2 Offense at the discretion of the Board of Directors, and at the vehicle owner's expense.

V.3. No Repairs or Vehicle Maintenance

Vehicles may not be repaired or undergo maintenance in garages. This includes, but is not limited to, changing a vehicle's oil, adding anti-freeze or water to the radiator, and topping off a vehicle's oil. The following exceptions to vehicle maintenance are, however, **allowed**:

- (a) Periodic vacuuming of a vehicle.
- (b) Periodic changing of washer blades and refilling of washer fluid (and only washer fluid).
- (c) Window cleaning by water or ammonia-based glass cleaners so long as any ammonia-based glass cleaner is not stored in the garage.
- (d) Application of tire or glass protectants, such as windshield rain treatments, so long as such applications do not drip or spray upon the garage floor or other surfaces.

V.4. Vehicle Parking Restrictions

Vehicles must be parked in their Unit owner's respective Limited Common Element assigned space. Vehicles cannot be double-parked or otherwise extend beyond the Declarant- or Association-painted parking stall lines. Vehicles may not be parked in any Common Element area of garages. Vehicles, pets, persons, and objects must not remain stopped such that they obstruct or otherwise interfere with other drivers' ability to safely enter or egress the garage or their assigned Limited Common Element parking space.

V.5. Storage of non-Vehicle Items in an Assigned Parking Space

Unit owners **may** store items other than vehicles and boats in their assigned Limited Common Element parking spots so long as:

- (a) No flammable fuels or liquids, nor any explosives, are stored.
- (b) No staining or toxic liquids or powders are stored, including (but not limited to) motor oil, solvents, inks, cleaning agents, or the like.

- (c) **ALL items stored are kept enclosed** in a closable, clean, and slightly cabinet or container with a plastic exterior such as, but not necessarily, the Rubbermaid model 3748, model 7083, or model 7085:



Such containers must have doors or lids that are kept shut. Open shelving and loose items are forbidden, with the exception of one set of Tires (e.g., snow tires) which may be stacked vertically and neatly against the back cement wall without being in an enclosed cabinet.

V.6. Storage of Anything outside of an Assigned Parking Space

Only bicycles may be stored in the Garage Common Element areas, outside of the Limited Common Element assigned parking spaces. Any bicycles stored in garage Common Element areas will be stowed in designated bicycle stall or rack provided by the Declarant or association. **All bicycles so stored will be placed *between* the outermost arms of the rack and will never be stowed or chained to the rack's ends.**

V.7. Other Uses

Garages may never be used, even temporarily, for construction of any kind, nor any craft projects, repairs, or to carry out any home maintenance or additions. Drilling, sawing, sanding, and painting are expressly forbidden.

V.8. Disabled Parking

The following rules are designed to ensure that disabled Unit owners have consistent, reliable access to a regular disabled parking spot not usable by other residents. All garage parking, including disabled parking, is assigned. Disabled parking is governed by the FHA (**not** the ADA, since Ashford is not and has no commercial/public areas). **Disabled parking spots may not be used by Unit owners even with disabled parking plaques or plates unless a given disabled parking spot is requested by a disabled Unit owner and assigned by the Board of Directors.** If disabled parking is requested to satisfy temporary need, such requests can be made verbally by calling the Manager, and the Board of Directors will in timely fashion issue in writing a temporary assignment to a particular disabled parking spot as identified by number for use by that Unit owner, based on availability, or the Board of Directors will take

any and all reasonable action in timely fashion to create a new disabled spot. If disabled parking is needed on a permanent basis by a Unit owner, the request must be made in writing to the Manager, and the Board of Directors will in timely fashion **reassign** that Unit owner's assigned parking spot with a disabled parking spot, as identified by number, in effect swapping the two spots. Once a Unit owner's parking spot has been reassigned and thus swapped for a disabled spot, that Unit owner will no longer have access to the standard non-disabled parking spot that was reassigned. In such cases, the Board of Directors may amend the Declaration as provided in the Declaration to permanently reassign a parking spot associated with the given Unit's real estate. If a Unit with a permanent disabled parking spot is later resold to a non-disabled buyer, the Board of Directors will reassign (swap) the disabled parking spot for a standard parking spot but makes no warranty or guarantee that the reassigned standard parking spot will be located within the same building as the Unit being resold due to insufficient parking spots in some buildings. **Even if a Unit owner has been assigned a disabled parking spot in writing on a temporary or permanent basis, their vehicle parked in a disabled spot MUST display a disabled plaque or plate AT ALL TIMES else it is in violation of the law and will be TOWED at the vehicle owner's expense.**

V.9. Compliance with the Law

All persons will comply with state laws and Department of Motor Vehicle regulations on the association roads, drives, and properties.

VI. Rubbish and Recycling

VI.1. Access to Dumpsters

Each building's rubbish room should be accessed by either using the building key to open the Rubbish Room's side door, or by raising the rolling door using the exterior keypad and typing 8833 followed by the {enter key}. *Tip: Ensure the first 8 is pressed firmly for a full second in order for the keypad to 'wake' and register the pressed number.* Raising the rolling door provides easy frontal access to both the rubbish and recycling dumpsters. To close the rolling door, simply hit the {enter key} again. Unit owners may deposit personal rubbish and recycling in any of the three Ashford at Vista Park buildings, filling the rubbish dumpsters at either of the other two buildings if their building's dumpsters are full. **Bags of trash may NEVER be placed in the rubbish room unless they are INSIDE the rubbish dumpsters (see below).**

VI.2. All Rubbish and Recycling MUST be Placed *Inside* the Dumpsters

Important: The waste and recycling pick-up services do NOT pick up any bagged garbage, loose rubbish, cardboard, or bagged recycling not actually *inside* the provided dumpsters. Every time rubbish or recycling is left outside of a provided dumpster, the association must

hire special maintenance workers to clean up the bags or loose items, which in turn raises Unit owners' HOA dues. **Rubbish and recycling (bagged or loose) must never be left in or around the rubbish room—it must be placed INSIDE the provided appropriate rubbish or recycling dumpster.**

VI.3. Rubbish Storage

Except for pet waste as governed below, rubbish may only be stored in one of two places: 1) Within a Unit owner's Unit as detailed below, or; 2) In the appropriate rubbish or recycling dumpster located in the building's designated rubbish room. Rubbish is not to be stored within a Unit long enough to produce unpleasant or noxious odors that transfer to the Common Elements (e.g., the hallways or lobbies) in a noticeable fashion, nor stored in such a way as to permit the spread or encouragement of fire or vermin.

VI.4. Rubbish Transport

Unit owners are responsible for any damage to the Common Elements caused by leaking rubbish being transported from a Unit to the building's rubbish dumpsters. Any leaks onto Common Element area floors is a finable offense and costs the Association money which in turn shall be assessed against the offending Unit owner.

VII. Pets and Pet Waste

VII.1. Animal Types

Only reasonable animals may be kept as pets in the Unit, such as dogs, cats, rabbits, hamsters, guinea pigs, non-venomous snakes and lizards, fish, non-poisonous amphibians, pot-belly pigs, birds, or the like. Unreasonable animals are strictly forbidden in the Unit and Common Elements at all times (including visiting animals), and include, but are not limited to: Skunks (unless properly and thoroughly de-scented), poisonous animals of any kind, venomous snakes or lizards, insects classified as vermin or pests other than contained feeder insects, all spiders and scorpions and centipedes (since all are venomous), platypus, illegal animals of any kind, domesticated wild animals requiring a license (such as bobcats, wolves, porcupines, bears, tigers, or the like), and any livestock or poultry. Unreasonable also applies to otherwise reasonable animals where the specific animal has a history of biting humans or other animals (excluding 'play biting'). The following dog breed is specifically prohibited anywhere in the entire Issaquah Highlands: Pit Bulls.

VII.2. Pet Size, Weight, and Number

No single animal kept as a pet in the Unit shall weigh more 130 lbs. Pets under 50 lbs are preferred. Pets will also be kept to a reasonable number, as determined by the Board of Directors.

VII.3. Animal Breeding and Commerce

Animals may not be bred for commercial purposes in the Unit or Common Elements. Animals may not be kept or stored for commercial purposes in the Unit or the Common Elements.

VII.4. Pet Waste

No pet may deposit liquid or solid waste in any indoor Common Element or Limited Common Element area, and pet owners are fully responsible for any pet that violates this Rule. Pet owners must always pick up any solid pet waste deposited by their pet(s) and dispose of that waste in suitable containers. A suitable container is either a sealed bag deposited in the rubbish dumpsters, or a temporary container designed for pet waste kept in the Unit or on the Patio Limited Common Element for no more than 7 days (after 7 days all contents therein must be sealed in a bag and transferred to the rubbish dumpsters described in *Article VI: Rubbish and Recycling*).

VII.5. Pet Noise

Pet owners must ensure their pets adhere to all noise Rules herein that apply to humans and their machines. *For example, pets may not bark, meow, or growl in any Common Element hallway or lobby, and pet noise must be kept to a minimum during Quiet Hours—a dog barking during Quiet Hours would be in violation.*

VII.6. Pet Odors, Parasites, and Disease

Pets will be kept bathed or otherwise clean and free of parasites at all times. At no time may any pet be kept in the Unit or transported through the Common Elements that carries a disease infectious to humans. Pets with any parasites are not allowed in the Common Elements except to be transported off the premises in which case the pet must be carried in a pet carrier or kennel. Unit owners are responsible for and must not allow the transfer of any parasite from their pet or their Unit to any Common Element area. Pet odors must also not transfer from the Unit to any Common Element area.

VII.7. Leashes

All pets that leave the Unit must adhere to one or more of the following at all times while being transported through the indoor Common Elements and while being walked outside:

- (a) All pets must be on a leash while being walked. This includes dogs, cats, birds, lizards, and any other pet with legs.
- (b) All pets must be carried by hand in a manner in which they cannot escape their escort's hold.
- (c) All pets must be carried in an enclosed pet carrier or kennel with a closed, latched door.

VII.8. Enforcement

The Board of Directors has the authority to remove any animal or pet at the owner's expense found in violation of these Rules, in addition to violations being a finable offense.

VIII. Insurance

VIII.1. Increase in Rating

Nothing will be done or kept that may increase the rate of insurance of any of the buildings, or the contents thereof, without the prior written consent of the Board of Directors. No Unit owner will permit anything to be done or kept in the common interest community which may result in the cancellation of insurance coverage on any of the buildings, or the contents thereof, or which would be in violation of any law.

VIII.2. Rules of Insurance

Unit owners and occupants will comply with the rules and regulations of the local fire rating association and with the rules and regulations contained in any fire and liability insurance policy on the property.

VIII.3. Reports of Damage

In the event of damage by fire or accident affecting the common interest community, persons injured by or responsible for the damage and any person having knowledge of the damages must promptly report the fire or accident to the Manager or Board of Directors of the common interest community.

IX. Late Fees on Assessments

IX.1. Due Date

Association assessments shall be due on the first day of each month.

IX.2. Late Fees

A \$25 late fee shall be charged for any assessments that are not paid within 30 days of the due date. An additional late fee of \$50 will be charged if the payment is not made within 60 days of the due date. A \$50 fee will be charged for each subsequent month that payment is not made.

IX.3. Action and Liens

If assessments are not paid within 90 days, the association will bring an action against the person or entity personally obligated to pay such assessment and/or record a lien for the

amount of the assessment plus interest and attorneys fees and costs incurred or estimated to be incurred in enforcing the lien with King County. There will also be a \$25 administrative fee assessed.

X. Violations and Complaints

X.1. Complaints

Resident complaints should be filed with the Manager, by first calling 425-507-1113 to notify and for questions and answers about a complaint. **All** complaints (including complaints made by notifying the Manager by telephone) must ultimately be in writing to: DeChelle Strothers, Ashford Manager, Issaquah Highlands Community Association, 2520 NE Park Drive, Suite C, Issaquah, WA, 98029 in person or by US Mail. The Manager will execute warnings and fines for violations, and also aggregate complaints and present them to the Board of Directors.

X.2. Enforcement and Hearings

State law is quite clear in the matter concerning an association's rights and abilities to fine Unit owners for any violation of their Community Rules. Any warning or fine issued to a Unit owner for an alleged violation will provide an opportunity to the accused to respond. Based on the response, the matter may be dismissed without fine, may be determined to have merit, or may be escalated to the Board of Directors who will schedule an in-person hearing for further determination. Any warning or fine may also request that any Rule(s) violation cease and not recur in the future, and may also request any other action that is reasonable under the circumstances. If the Unit owner does not respond or the alleged violation is found by the Manager and/or Board of Directors to have merit, then the penalty procedures below shall apply. All correspondence regarding complaints shall be kept on file.

X.3. Penalties and Categories of Fines

Penalties exist in five categories, ranging from Category 1 Offenses through Category 5 Offenses. Normally, a violation begins as a Category 1 Offense, and then escalates to Category 2, and then Category 3, and so on until the violation has ceased **and** any fines have been paid. For severe violations, the penalty may start at Category 2 or higher. Some Rules specifically state that violations thereof begin immediately as a Category 3 Offense or higher. The Manager, with the approval of the Board of Directors, may also begin penalties at higher Categories for particularly severe violations or gross disregard for any Rule, or for Unit owners who have a history of violating many Rules. Repeat violations of the same Rule by a Unit owner or family or guests that owner is responsible for, even if they occur later, may automatically begin at the next higher penalty Category.

- (a) **Category 1 Offense:** A written warning is issued to the Unit owner by mail. A verbal warning may also accompany the written warning.

- (b) **Category 2 Offense:** A \$25 Fine is levied against the offending Unit owner.
- (c) **Category 3 Offense:** A \$50 Fine is levied.
- (d) **Category 4 Offense:** A \$100 Fine is levied.
- (e) **Category 5 Offense:** A \$200 Fine is levied for this and each subsequent violation.

X.4. Reaching The Board of Directors

The Board of Directors meet on the First Wednesday of every Month. The Board encourages homeowners to attend meetings and provides a “*Homeowner’s Forum*” as part of the Board’s agenda during which Unit homeowners are heard from in orderly fashion when recognized by the Board Chair. The Board meets in the Conference Room at Blakely Hall on Park Drive at:

2550 NE Park Drive, Issaquah, 98029

The Board of Directors can also be reached by contacting the Ashford Community Manager as described in *Section 10.1 - Complaints* even for non-complaint issues or to have special agenda items added to the Board’s meeting or for other Board contact information.

X.5. EMERGENCIES

For personal emergencies, always call 911. For emergencies such as building alarms, water pressure alarms, any flooding in a Unit, and similar **emergencies please immediately call 425-313-2209.**

Glossary

Unit

The physical portion of the property at Ashford at Vista Park Condominiums designated for separate ownership and intended for residential use and occupancy. The boundaries of the Units are set forth in the Declaration's Section 2.3.1 and on the Survey Map and Plans.

Limited Common Elements

A portion of the Common Elements allocated by the Declaration for the exclusive use of one or more, but fewer than all, of the Units. Limited Common Elements, such as patios and balconies, are still Common Elements and not part of the Unit, as stated in the Declaration.

Common Elements

All portions of the Condominium other than the Units.

Declaration

The instrument known as *Declaration for Ashford at Vista Park, a Condominium, in King County, Lot 1, City of Issaquah Short Plat No. SP06-001IH, Rec. No. 20060517900001; Lot 1, City of Issaquah Short Plat No. SP06-002IH, Rec. No. 20060517900002*, by which the Property is submitted to provisions of the Act and as it may be, from time to time, lawfully amended.

Declarant

SSHI LLC, its successors and assigns.

Act

The Washington Condominium Act (Revised Code of Washington Chapter 64.34), as amended from time to time.

Assessment

All sums chargeable by the Association against a Unit including, without limitation: (a) regular and Special Assessments for Common Expenses, charges, and fines imposed by the Association; (b) interest and late charges on any delinquent account; and (c) costs of collection, including reasonable attorneys' fees, incurred by the Association in connection with the collection of a delinquent Unit Owner's account.

Association

Ashford at Vista Park Condominium Association, or Unit Owner's Association, as detailed in the Declaration.

Unit owner

The Declarant or other person who owns a Unit, but does not include a person who has an interest in a Unit solely as security for an obligation or debt. *Unit Owner* means the vendee, not the vendor, of a Unit under a real estate contract.

other definitions and terms

Other terms and definitions are defined in the Declaration's Section 1.