

**PARK PLACE TOWNHOMES
P.O. Box 2473
North Bend, WA 98045**

Please see list of HOA Board Members on Page 6

HOUSE RULES AS OF OCTOBER 2015

Vision Statement

Park Place Townhomes strives to create and maintain a community that promotes a quiet, peaceful and safe environment for all residents.

1. Definitions

When used in these House Rules, the terms listed in this paragraph shall have the following meanings:

- A. **Resident:** A resident shall be the person or persons who are either the owner(s) or the tenant(s) of a unit in Park Place Townhomes.
- B. **Children:** Any person under the age of 16.
- C. **Common Elements:** The common elements shall be those areas specified as common elements and limited common elements in the Declarations for Park Place Townhomes recorded under King County recording no. 8910271156 and as amended (hereinafter the "Declarations").
- D. **Board:** Shall mean the persons elected by the Homeowner's Association who shall manage and administer Park Place Townhomes in accordance with the Declarations, Bylaws and House Rules.

2. Alterations

- A. No alterations or improvements of common elements will be done by a resident without the prior written consent of the Board. In the event that a resident desires to either alter or improve a common element or limited common element, that resident shall submit to the Board, plans and/or specifications. The Board shall have full authority to disapprove of any alteration or improvement proposed by a resident. Failure by the Board to respond within ten (10) days shall be deemed disapproval of the proposed alteration.
- B. **Hot Tubs.** Hot tubs, existing and proposed, must comply with the following rules:
 - a. All hot tubs must have a locked cover, and must be locked when not in use.
 - b. Electrical wiring for the hot tub must be done by a certified, licensed and bonded electrician. Proof of electrical work must be submitted to the Board for approval.
 - c. Hot tub must not encroach onto common area and must be contained on the unit's patio.
 - d. Unit owner must provide proof of insurance to the Board for the hot tub assuming all liability.
 - e. Neighbors right to peace and quiet will be respected per the noise ordinance in Section 12d of this document.
- C. **Enforcement.** The Board shall have the right to enforce all of the rules governing this section. In the event any resident or resident's guest violates any of these rules, the Board has the right to impose the following fine system:
 - 1. First offense shall receive a written warning from the Board, including but not limited to, verbiage that identifies a subsequent fine system if the written warning goes unheeded;

2. Second offense shall generate a \$25 fine, payable to the Association within 30 days of issuance;
3. Third offense shall generate a \$50 fine, payable to the Association within 30 days of issuance;
4. Fourth offense will result in removal of offending item(s) in the common element, or limited common element and/or hot tub, at Resident's expense.

3. Automobile Parking Lot

- B. **Large Vehicles.** Boats, trailers, campers and RV's are not to be parked in the parking lot except for incidental cleaning and loading. No vehicle over twenty feet (20') in length shall be parked in the parking lot overnight.
- C. **Moving Vans.** Moving vans shall be allowed in the parking lot on a temporary basis as long as they do not obstruct flow in the parking lot. However, no moving van shall remain in the parking lot for more than a 12-hour period.
- D. **Parking Stalls.** Parking stalls shall be used for the purpose of parking automobiles which meet the criteria of this section and for no other purpose. Each unit is allowed parking for 2 cars. One in the unit's garage and the other just outside the unit's garage or in assigned stalls. Certain units have assigned stalls by number (Units 1,2,4,5,18,20,25,27,28,29,30) or one or more stalls for exclusive use. Only residents or that resident's guests may park in the numbered stalls. The Board will enforce parking stall rules on behalf of the owners when there are complaints.
- E. **Rules of the Road.**
1. The speed limit for vehicles in operation within the parking lot is 5 miles per hour.
 2. No one shall drive on the wrong side of the road.
 3. No resident shall allow guests, visitors or invitees to park in designated "No parking" areas and/or "fire lanes"/yellow curbed areas.
 4. No parking allowed in a manner which obstructs dumpsters, mailboxes, and/or sidewalks.
- F. **Inoperative Vehicles.** No inoperative or unlicensed vehicles will be allowed to remain in the parking lot for more than 24 hours. All vehicles must be capable of immediate movement under their own power. Routine maintenance (does not include heavy maintenance i.e. transmission, drive-trains, real-ends) of a resident's automobile that can be completed within one (1) day will be allowed. However, no resident shall complete maintenance on an automobile that produces hazardous waste or toxic materials. Disposal of any hazardous waste, hazardous substance or toxic material ("Hazardous Materials") resulting from such maintenance (i.e. battery change or oil change) shall be the sole responsibility of the resident performing the maintenance. The resident shall dispose of the Hazardous Materials in compliance with all applicable federal, state and local statutes and regulations. In no event shall any resident dispose of any Hazardous Materials, whether generated from automobile maintenance or otherwise, in any garbage dumpster or other receptacle located in the common elements of the Condominium.
- G. **Car Washing.** Washing of any vehicles be performed as long as access is not blocked for other residents, and over spray will not interfere with others property.
- H. **Enforcement.** The Board shall have the right to enforce all of the rules governing the parking lot as set out in this section. In the event any resident or resident's guest violates any of the rules governing the parking lot, the Board shall have the right to fine the offending vehicle as follows:

1. First offense shall receive a written warning from the Board, including but not limited to, verbiage that identifies a subsequent fine system if the written warning goes unheeded;
2. Second offense shall generate a \$25 fine, payable to the Association within 30 days of issuance;
3. Third offense shall generate a \$50 fine, payable to the Association within 30 days of issuance;
4. Fourth offense will result in towing of offending vehicle at Resident's expense.

The Board shall have the right to issue fines to offending vehicles five (5) days after a written warning is issued and not complied with. The Board shall also have the right to levy fines every five (5) days or until vehicle complies with rules governing the parking lot or is towed.

4. Residents

- A. **Common Elements.** All residents shall be responsible for their activities and conduct of their guests. Personal items shall not be left on the sidewalks or parking lot. Residents shall not climb on light fixtures, fences, buildings or dumpsters.

5. Cold Weather

Cold weather for the purposes of this section shall be defined as temperatures under 32 degrees Fahrenheit.

- A. During absence from their unit, residents will maintain a temperature of 55 F in their units during cold weather to protect the pipes in the common elements. In the event any owner does not maintain a temperature of 55F in their unit and water pipes in or around that unit burst as a result of such failure, all costs for replacing of the water pipes and all damages to other units shall be the sole responsibility of that resident or in the case of a tenant resident, the unit owner. Such costs shall be a lien on the unit until paid.
- B. If a resident is absent from a unit for more than two (2) days during cold weather, that resident shall open the faucet to a steady flow to prevent freezing of the water pipes.
- C. All residents shall disconnect hoses from the exterior faucets during cold weather.

7. Patios

- A. Patios shall be kept in a neat and orderly fashion. Residents shall not store large or unsightly objects on the patio. The Board shall have the full authority to determine what a large or unsightly object is. Upon determination by the Board that an object is large or unsightly the Board shall give ten (10) days written notice to the offending resident. In the event the resident does not remove the object within the ten (10) day period, the Board shall levy the following fine system:

1. A \$25 fine payable to the Association within 30 days of issuance;
2. If the object is not removed within ten (10) days of the first fine, a \$50 fine payable to the Association within 30 days of issuance;
3. If the object is not removed within ten (10) days of the second fine, the Board will arrange for removal of offending item, at resident's expense.

Items which shall not be considered large or unsightly include standard patio furniture, barbecues, neatly stacked wood, planters and bicycles.

- B. All barbecues in use shall be no less than two (2) feet from any railing or wall. Residents shall use care in the size of barbecue fires and the amount of starter fluid used in barbecues. Hot to the touch barbecues are considered to be in use.

8. Garbage

- A. All garbage, paper, trash and waste materials shall be placed inside dumpsters as is allowed by the disposal company. Residents shall place no large objects, such as boxes, without those objects being broken down. No resident shall place any garbage outside the dumpster.
- B. No items that are not allowed by the disposal company, such as furniture and hazardous or toxic materials, shall be placed inside the dumpster, but must be hauled to the dump by the resident. The door of the dumpster must be closed after each use.
- C. Smokers must use ashtray while in a limited common and common elements at all times. Cigarette butts are to be treated as trash and disposed of appropriately.
- D. Residents are encouraged to make use of the recycle bins.

9. Signs

- A. Professional real estate "For Sale" or "For Rent" sign(s) shall be allowed in the windows of the units. A maximum of two (2) signs per unit is allowed.
- B. "Garage Sale" and "Open House" signs shall be allowed in the common elements, but must be taken down each night.

10. Alarms and Doorbells

- A. Homeowners with house alarms should be sure that either their emergency contact person or the Board knows the alarm company and phone number in case of a problem during vacation, etc.
- B. Doorbells shall be installed such that the noise will not be objectionable to nearby units. Communication between neighbors is encouraged prior to installing a doorbell.

11. Pets

- A. All pets must be kept on a leash at all times while on common property at Park Place Townhomes.
- B. Residents shall be responsible for cleaning up after their pets.
- C. Pets must be contained within the unit from 10 PM to 8 AM with no barking to comply with noise abatement rules in paragraph 12, below.
- D. **The Board shall have the right to call Animal Control if necessary.**

12. General Provisions

- A. Home Owners Dues, Assessments, Fines and other common expenses are due on the 1st of each month. The account will be late if full payment is not received by the 15th of the month. A late fee of \$20.00 will be assessed for each delinquent account. All overdue balances will be subject to an interest rate of 12%.
- B. Illegal Use. No resident shall conduct any illegal activity in any of the units or Common elements in Park place Townhomes.
- C. No activity shall be conducted by a resident which shall unreasonably interfere with the use and enjoyment of any other resident.
- D. All radios, televisions, vacuums, and stereos shall be kept to a minimum volume after 10:00 p.m. and prior to 8:00 a.m. Laundry appliances shall not be operated between 10:00 p.m. and 8:00 a.m.

13. Renting and Leasing of Units

- A. A condominium unit owner shall have the right to rent the unit to a third party only upon compliance with this section. In the event an owner desires to rent or lease a condominium unit to a third party, that owner shall have the right to do so, provided each such lease is for a period of *not* less than six (6) months. Prior to executing a lease or rental agreement for his/her unit, an owner shall give at least ten (10) days written notice of owner's intent to lease to the Board (or management entity). Such notice shall also contain a copy of the proposed lease. If the Board (or management entity) fails to notify the owner within such time frame of its disapproval of the lease, then the proposed lease shall be deemed approved. The lease shall specifically incorporate these House Rules, the Declaration and Bylaws. The lease shall also contain a clause which states that it shall be an incurable default if tenant violates the House Rules more than 3 times in any 6 month period. In the event of such an incurable default, the owner shall give tenant written notice to vacate the unit within 30 days or within the time period set forth in the Landlord Tenant Act whichever is longer.
- B. **Eviction.** Upon notice by the Board to any owner that a tenant has violated these House Rules more than 3 times in any 6 month period, the owner shall immediately proceed to evict the offending tenant in accordance with Washington State Law. In the event the owner fails to file for eviction of a tenant as requested by the Board, the Board shall have the right to start eviction proceedings of the offending tenant.

14. Grievance Procedure

- A. If you are disturbed by the actions (noise, pets, etc.) of another resident, make personal contact with the offending party to work out a solution. Any emails sent to the board will become a permanent part of the board records.
- B. Owners shall be liable for any and all fines imposed as a result of actions by renters, and which *remain unpaid* by the renter. Written notice to an owner will be deemed sufficient if dispatched via certified/RRR mail to their last known address. Written notice to a resident will be sent to Park Place Townhomes.

15. Fines and Assessments

- A. All fines levied by the Board as specified herein shall be collected upon the next monthly schedule payment of the Homeowners Dues. Upon Board's levying of a fine, the fine shall be assessable against the unit incurring the fine and may be collected as an assessment under the Declaration and Bylaws. In the event any fine is not paid in the next monthly assessment, the fine shall be deemed a delinquent assessment and the late charge specified in the Declaration shall apply. The Board shall have the right to either bring suit to collect the fine or to lien the unit for the past due assessment and to foreclose the lien in the manner prescribed by law. All costs of suit or foreclosure, including a reasonable attorney's fee, shall be paid by the unit owner. In the event a fine is levied against a resident who is a tenant, the fine shall be charged to the owner's monthly Homeowners Dues.
- B. In the event any Homeowner's Dues are delinquent, the following process will be:
1. At one (1) month delinquency – Personal contact from the accountant for the Association;
 2. At two (2) months delinquency – A certified letter with required return receipt requested sent from the Board (or management entity).
 3. At three (3) months delinquency – At the Board of Directors discretion, they vote on a remedy to collect on a delinquent account that includes the filing of a lien, utility shutoff, etc.
 4. If the Association is notified within 15 days of the due date of the 1st of every month that dues will be delinquent and delinquent dues are paid in full within 3 months, late fees and interest will be cancelled.

16. Violation of Rules and Regulations

In accordance with the Bylaws, each owner shall strictly comply with the Declaration and Covenants, Conditions, Restrictions and Reservations (CC&R's) for Park Place Townhomes, and the administrative rules and regulations. Failure to comply shall be grounds for penalties.

17. Petitions

In the event any resident wishes to undertake any action which would violate these House Rules, that resident may petition the Board, in writing, requesting relief or an exception to the House Rules. The Board, by a majority vote at a regular meeting, shall either approve or disapprove of the relief or exception. The Board shall notify the resident, in writing, within two (2) weeks of the Board's decision.

18. Insurance for Individual Owners

Each owner should have his own Insurance on Personal Property for his unit, as well as any Liability Insurance for neglect on the owners part. The Association Insurance Policy does *not* cover personal items inside your unit or liability neglect.

Correspondence to the Board of Directors, or other questions and/or problems may be directed to:

**Park Place Townhomes
P.O. Box 2473
North Bend, WA 98045**

Email to board members: ppthnorthbend@gmail.com

Website: <https://sites.google.com/site/parkplacetownhomesnorthbendwa/home>

2013 PARK PLACE TOWNHOMES BOARD MEMBERS

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Joni Tomlinson - Vice President #30

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