

FOUNTAIN VILLAGE ESTATES HOMEOWNERS ASSOCIATION  
11803 NE 103rd STREET VANCOUVER, WA 98682  
HOUSE RULES (EFFECTIVE April 1, 2020)

The Fountain Village Estate Homeowners Association ("Fountain Village") is a not-for-profit corporation registered with the State of Washington. As such, it is managed by a Board of Directors whose purpose is to oversee the maintenance and operation of all common areas and facilities. The following house rules are being recommended by the HOA Board to be incorporated into the regulatory standards for the homeowners' association's covenants and restrictions as rules for governance. These include:

1. **LAWFUL ACTIVITIES**

- a. No activity shall be conducted in any unit or any other portion of Fountain Village Estates in violation of any city, state or federal law or ordinance that affects the safety or well-being of Owners or Tenants/Lessees and their Guests.
- b. As a homeowners association, we have a responsibility to all who are in our community to make sure that no one is bullied, harassed, intimidated, or threatened by a homeowner or their guest. That the peaceful enjoyment of one's dwelling and space should not be impeded upon by another individual's words, deeds, or actions. Therefore:
  - i. As an HOA Board, we will respond to any and all complaints that are made against residents, guests, or staff.
  - ii. As a HOA Board, if we are informed of, or witness harassing behavior, we will take timely and appropriate actions.

2. **NOISE**

- a. The Clark County regulated quiet hours are 10:00 p.m. through 7:00 a.m., seven days a week. In accordance with the stipulated guidelines of Clark County, no noxious or offensive activity shall be carried on in any home or common area, nor shall anything be done therein which may be or become an annoyance or nuisance to other Owners or Tenants/Lessees.
- b. Disorderly conduct, abusive language, or activities which unreasonably disturb or interfere with the peaceful enjoyment of any part of the COMMUNITY, or which violate any governmental statute, ordinance, regulation, or rule shall not be permitted. Federal, state, and local laws and regulations shall be adhered to by residents and guests.
- c. Noise from Owners, Tenants/Lessees, their guests, animals, vehicles, radios, television, musical instruments, amplifiers, parties or gatherings must be kept at a reasonable and respectable level at all times so as not to disturb other Owners or Tenants/Lessees. Persons using common areas at all times and especially during late night hours are to refrain from loud or boisterous behavior.

3. **RESIDENTIAL USE**

- a. The homes shall be used for single-family residential purposes only. Within 30 days upon the sale, mortgage, rental or lease of any unit, the Owner shall inform Board of the name(s), address and telephone numbers of said Owner or Tenant/Lessee by completing an Owner/Tenant Registration Form.
- b. The Owner shall also provide the Board with a copy of the rental/lease agreement. It is the responsibility of the Owner to provide his or her Tenant/Lessee with a copy of the current House Rules and any other documents governing Fountain Village Estate. Owners who lease or rent their units will be held responsible for the actions of their Tenants/Lessees. The Board shall deal with and communicate only with Owners. Garage/yard sales are permitted for a period of up to 72 consecutive hours. Signage may be posted in community areas the night before the sale begins and must be taken down immediately after sale ends. No sale items may be left in the driveway or in public view overnight.
- c. Garages may not be converted to living space, nor may property be used for commercial purposes.
- d. Commercial vehicles parked in the community may be no larger than a service van with four wheels.

#### 4. OWNER'S RESPONSIBILITY TOWARDS SAFETY AND SUPERVISION

- a. Owner or Tenant/Lessee are responsible for proper supervision of their children and guests at all times and in all common areas, and are responsible for any damage(s) caused or incurred by them. Owner are responsible for payment of the cost of repairs for all damage(s) to the Fountain Village Estate community on the Fountain Village Estates common area property caused by themselves, members of their families, guests, tenants or pets. There shall be no trespassing on other homeowners' lots.
- b. It is the responsibility of parents and/or Guardians to see that their children do not unnecessarily disturb other residents. Parents and/or Guardians will be responsible for the behavior of their children with regard to noise, garbage, nuisance and/or property damages.
- c. Parents and/or Guardians are responsible for ensuring that their children are made aware of the dangers relating to the use of streets and must take responsibility for their children's safety.

#### 5. APPEARANCE

- a. The exterior of any home may not be altered by the Owner or Tenant/Lessee without the written consent from the Board of Directors.
- b. Holiday decorations may be put up 30 days before the holiday but must be removed 30 days after the holiday. The term "decoration" shall include, but not be limited to, colored lights, wreaths, flags, bunting, ribbons or garland. An American flag in good repair may be displayed without restriction. All decorations must be in good repair.
- c. Owners or Tenant/Lessee shall keep all areas of the premises in a good state of preservation, clean, sanitary, and free of debris, filth, rubbish and garbage and dispose of same in a proper manner.
- d. Clothing, laundry or other items shall not be hung in doorways, windows or patios/balconies in view of persons outside the building. Outside drying of laundry is *not* permitted.
- e. All areas of the home visible from the street are to be kept clean of toys, bikes, trash, tools and garbage. Leaving these items out overnight shall constitute a violation of house rules.
- f. No basketball hoops shall be erected in the streets of the community unless in immediate use.
- g. Grills/barbecues may not be stored on the front patio of any home where they are visible from the street. They are allowed to be stored on the back decks or patios of the home.
- h. Potted plants and patio furniture are allowed on front porches/patios so long as they are neatly kept.
- i. Windows shall have acceptable coverings (i.e., curtains, drapes, blinds, shades) and appear on the outside to be in good condition and of a neutral color. Plastic, tin foil, or unfinished wood shall not be placed over the windows. If you have any questions about what is proper window covering, contact the Board.

#### 6. VEHICLES & VEHICLE MAINTENANCE

- a. Major mechanical work on automobiles is prohibited. No greasy or oily parts will be placed on any common area, including driveways and grassy areas. Hazardous materials shall not be deposited in the garbage bins, drainage system or storm system. Please contact the City of Vancouver Health & Sanitation Department for information on how to properly dispose of hazardous waste and material.
- b. Vehicles that are not in working order may not be left in the driveway or street in front of any home in the community.
- c. Recreational vehicles may not be parked in the street for more than two overnights and for the purposes of loading and unloading only. Recreational vehicles left for three or more consecutive nights will be subject to fine.
- d. Recreational vehicles may not be used as overnight accommodation for Owners or Tenants/Lesseees or their guests.
- e. Recreational vehicles may not block the street or impede the access of an emergency vehicle.
- f. No vehicle(s) shall be parked in the street such that they impede the access of an emergency vehicle or the vehicle of other community members.
- g. Owners and Tenants/Lesseees who violate these rules may be towed at their own expense.

## 7. HOME MAINTENANCE

- a. Owners or Tenants/Lesseees shall keep and maintain his/her home and accessory structures, including the driveway, fences, porches, decks, and storage shed clean and in good order and repair at all times.
- b. Each home is required to keep their decks and patios clean and free of moss and algae.
- c. Painted areas shall not be allowed to peel or become weather-beaten and shall be regularly repainted. Exteriors shall not be allowed to become mildewed or stained. Any damaged portions shall be promptly repaired. See: C & R concerning Neutral Colors on all exterior items, including the home.
- d. All refuse and debris must be picked up and disposed of on a regular basis.
- e. The home, and accessory structures, fences, porches, decks, and storage sheds shall present an attractive and eye-pleasing appearance at all times, and shall not be permitted to become unsightly.
- f. Materials and family objects of any kind shall not be permitted to accumulate or be stored on any part of a lot outside of approved storage shed or garage.
- g. Yards, lawns, patios, decks, shall not be used for storage.

## 8. LANDSCAPING AND MAINTENANCE OF OUTDOOR AREAS

- a. Owner or Tenant/Lessee shall maintain the landscaping, yard, lawn, and driveway in good condition. Good condition means: full coverage of Homeowner's property with landscaping materials that is visible from the street, watered, mowed, trimmed, and generally free of weeds.
- b. If the Owner allows the lawn, landscaping beds, or driveway to become unsightly, or allows accumulation of materials or debris, The Board may have such lawns mowed or trimmed, beds weeded, or unsightly materials or debris removed at the expense of the Homeowner.
- c. Trees, shrubs, and other vegetation are not to be removed or planted in any common or limited common area without the consent of the Board of Directors. Small flowerbeds around individual units and in private areas are encouraged and do not require prior approval.
- d. All properties must be fenced and landscaped. Fences must be in good repair and installed with "good neighbor" placement.

## 9. ALTERATIONS TO THE EXTERIOR

- a. An Owner or Tenant/Lessee may not make any changes that affects the appearance of the common elements or the exterior of the Home without prior permission of the Board. Approvals for alteration must be forwarded to Board on an Architectural Request Form. The change will be reviewed by the Board with a written response mailed to the Owner within 45 days of receipt.
- b. Any structure visible above the fence line is subject to approval by the board and must go through the process of an architectural review, including sheds, decks, deck covers, awnings
- c. An Architectural Request Form sample is provided as an addendum to this document.
- d. A fee may be associated with an Architectural Request to cover any costs associated with ensuring the request is in compliance with the governing documents of the community.
- e. Air Conditioners: WINDOW AIR CONDITIONING UNITS MUST BE APPROVED BY THE BOARD PRIOR TO INSTALLATION. There shall be no WINDOW AIR CONDITIONING units installed in street-side windows or on second story windows where they are visible from another Owner's property. In other words, window air conditioners are only allowed on the first floor and on the back side of the property. The Board may, at its discretion, request an air conditioner be removed if it is incorrectly installed or presents an eyesore to the building.
- f. Satellite Dishes, Antennas, Awnings, Sun Shades: Any item that is affixed to the exterior of the building, or is displayed in a permanent fashion on the exterior of the unit, will need to have Board approval prior to installation. This list shall include, but not be limited to, satellite dishes, antennas, awnings, and sunshades. In no instance, may an exterior affixed item be visible from the street.
- g. Screen Door Standards: Storm doors are authorized to be installed on individual units with the following stipulations Owner shall maintain at his or her own expense, the repair and maintenance of each storm door. NOTE: The Board of Directors reserves the right to order removal of such door(s) if not properly installed and maintained at Owner's expense.
- h. Nothing shall be done in any home or to the common areas which will change the building structurally or any part thereof, except with prior written consent of the Board of Directors.

## 10. CONSTRUCTION ON PROPERTY

- a. Carports may not be constructed on any property within the community.
- b. Construction of any structure on the property that is visible above the fence line must be approved by the board prior to being erected.
- c. Owners or Tenant/Lessee must submit to the Board an Architectural Request. Any structure visible above the fence line must be of quality and like finish as the home, including color of roofing tiles, siding, coloring, etc.

## 11. UTILITIES

- a. Electrical, telephone, water, and cable television service outlets have been provided to each lot by the utility companies furnishing such service.
- b. Owner shall make arrangements directly with the utility companies for connections to the service lines, shall not damage, or in any way tamper with, utility lines, shall be responsible for all utility charges made for service to Owner's lot, shall maintain water and sewer lines from the point of connection in good order and repair. No posts of any kind are to be driven into the ground without consulting COMMUNITY management, because of the danger to and from underground utilities. Owner will be held responsible for any damage by them or their agents to COMMUNITY property or underground utilities.
- c. Owner or Tenant/Lessee shall not cause by their actions or permit their guests actions to be responsible for interruption of any utility service. Utilities may be disconnected temporarily from time to time for repairs, alterations, or additions to any utility service. Utilities may be disconnected temporarily from time to time for repairs, alterations or additions to any utility system. No one shall impede or obstruct access to any manhole, utility line, or meter.

## 12. SIGNS

- a. No signs of any kind, including, but not limited to, "For Rent" signs, may be displayed without prior written approval from the Board of Directors.
- b. No "For Sale" or "For Rent" signs may be placed in the window of the home. Only one sign post per home is allowed. The dimension of any sign may not be larger than two feet by two feet.

## 13. PARKING

- a. Vehicles illegally parked in the street or in such a way that it impedes the main drive will be towed without warning at the owner's expense. General Parking Rules Applicable to All Owners and Tenants/Lessees:
- b. Owner or Tenant/Lessee or their visitors are not to park their vehicle in such a manner as to block driveways, sidewalks or paths.
- c. No inoperative vehicles, trailers, campers, boats, boat trailers and/or other recreational vehicles are allowed to be parked on the street or in the Owners driveway.
- d. Motorcycles are to be parked inside the garage or in a designated parking space. Motorcycles will be considered one vehicle. No motorcycle is to be parked on the sidewalk, grass areas or behind the parking curbs.
- e. Each home has two parking spaces in their garage, two parking spaces in their driveway and two allowable parking spaces on the public street. Any Owner or Tenant/Lessee or guest who's number or size of vehicle(s) cannot be accommodate in one of these 6 defined spaces must park on 103<sup>rd</sup> street along the community's common area. This area is defined as an overflow parking area.
- f. Illegally parked vehicles or vehicles not in compliance with these House Rules, are subject to immediate tow at owner's expense and/or a rule enforcement fee as described in the Rule Enforcement Procedure paragraph.
- g. Owner is responsible to inform their Tenant/Lessee that they are responsible to inform guests of these House Rules, parking policy.

## 14. RENTALS

- a. A rental is considered commercial use of the residential property. This is not allowed without the prior approval of the board. The following are the Fountain Village Estate Rental Rules:

- b. The board may not approve more than 10% (5) of the community's homes to be rented at any one time. This is to maintain the residential nature of the community.
- c. Homes within the community cannot be rented for less than 6 months.
- d. Copy of rental agreement and contact information for renters (every time the unit is rented) must be provided to the Management Company within 30 days after the unit is rented.
- e. Owner is required to run background checks on their prospective Tenant/Lessee. Owner is required to perform a check criminal and rental history on all Tenant/Lessee applicants and provide evidence of this to the Management Company prior to rental
- f. Owner is responsible for providing their Tenant/Lessee with copies of the current C&Rs, House Rules, and any other needed Governing Documents. Tenants/Lessees are responsible for following the C&Rs and House Rules. Violations are reported and fined to the Owner.
- g. Renters are required to have their own trash service, and to put their cans out and put them back in on trash day.
- h. Owners who fail to follow procedure for renting of their property will be subject to a \$500.00 monthly fine until such violation is remedied.
- i. Renters may not have pets without the expressed written approval of the Board. Owner should include this clause in their rental contract
- j. Owner is accountable for compliance with all governing rules of the community. If Renters do not follow the Associations Governing Documents the Owner will receive a Warning notice and shall be fined if the violation continues. Owner is responsible for making sure that their Tenant is aware of the violation and helping the Association to stop the violation from continuing to occur.
- k. Owner is accountable for payment of assessments under the payment policy of the community.
- l. Owner shall require their Tenant/Lessee to carry renter's insurance. Owner shall carry appropriate liability insurance and hold the community harmless of any actions involving the Tenant/Lessee, or guests while residing within the community.

## 15. PETS

- a. Allowable Pets: Common household pets are allowed and are limited to domestic dogs, cats, birds, hamsters and the like. Wolves, snakes, reptiles, birds of prey, insects, cattle, horses, poultry, exotic animals and the like are specifically excluded from household pets or residing in the COMMUNITY.
- b. Number of Pets: The maximum number of household pets per unit is three. Owners or Tenants/Lessees who owned their home on or before March 1, 2020 will be grandfathered in on the rule regarding the number of pets in the home, not to exceed the current number. *Example: If you have 2 cats and 2 dogs on April 1, 2020, you may keep these pets but not add additional pets to the household.*
- c. No commercial breeding of pets: Pets shall not be kept, bred or maintained for any commercial purposes. Pet supervision: All pets must be housed in the Owner's or Tenant's/Lessee's residence and not outside.
- d. Pets are not allowed to wander indiscriminately so as to cause a nuisance to other persons or property.
- e. Pets may be allowed in the Owner's or Tenant's/Lessee's fenced in and secured backyard without supervision so long as the animal is not a nuisance to neighbors. When pets leave an Owner's or Tenant's/Lessee's residence, the pet must be on a leash and under the control and supervision of an adult.
- f. At all times the home sites and common areas shall be free of any pet debris, including food and feces matter.
- g. Each person is responsible for cleaning up after his/her pet IMMEDIATELY.
- h. The Board may require the removal of any animal that the Board in the exercise of reasonable discretion finds disturbing or dangerous to other residents, and may exercise this authority for specific animals even though other animals are permitted to remain.

## 16. GARBAGE REMOVAL

- a. No garbage, trash or other waste shall be kept or maintained on any part of the property except in sanitary containers. Garbage placed in garbage bags at the curb or outside the units is strictly prohibited.
- b. Garbage cans and recycling bins are to be put out on the night before or morning of pick-up days only, and are to be kept out of sight at all other times.
- c. Garbage cans shall be covered at all times, even in storage, to prevent infestation of rodents.
- d. All homes are required to have Garbage Service.
- e. Hazardous materials shall not be deposited in the garbage bins, drainage system or storm system.

*Please contact the City of Vancouver Health & Sanitation Department for information on how to properly dispose of hazardous materials.*

## 17. BUSINESS

- a. Public access, businesses, commercial enterprises, or door-to-door solicitation shall not be permitted within the COMMUNITY.

## 18. FIRE SAFETY

- a. Fireworks are not permitted in the streets of the neighborhood due to fire hazard to surrounding homes.
- b. Fireworks are permitted in Area G on 103<sup>rd</sup> Street, given that the county has not communicated that environmental conditions are conducive to fire. Owners are responsible for the safety and liability of any individual within their household or guests setting off fireworks within the community.
- c. It is the responsibility of individuals setting off fireworks to clean up the debris resulting from those fireworks; this shall be done no later than the morning immediately following the fireworks display.
- d. The BOARD may cancel future fireworks displays if debris is not appropriately cleaned up.
- e. All fire pits or open flames must conform to Clark County fire regulations regarding outdoor burning ([www.clark.wa.gov/sites/default/files/dept/files/community-development/fire/burnpermit.pdf](http://www.clark.wa.gov/sites/default/files/dept/files/community-development/fire/burnpermit.pdf)) and must be supervised by an adult at all times. No bonfires will be allowed at any time under any circumstances.

## 19. MISCELLANEOUS

- a. A copy of these House Rules is to be kept in the unit at all times. It is the responsibility of the Owner to provide his or her Tenant/Lessee with copies of the current House Rules.
- b. The maximum speed limit in the complex is 15 mph unless otherwise posted.
- c. No Owner or Tenant/Lessee shall permit anything to be done or kept in his/her unit or in the common areas or limited common areas which will:
  - i. Result in the increase of insurance rate on the common area or unit or,
  - ii. Result in the cancellation of insurance on any common area or unit or,
  - iii. Would be in violation of the law.

## 20. INSURANCE

- a. Owners are required to provide the Management Company a copy of proof of Homeowners Insurance annually. If this is not done Owners will be warned and then fined per the fine schedule.
- b. The Board of Directors reserves the right to charge any Owners or Tenant/Lessee for damage to any of the common area property as a result of negligence, carelessness or misuse.

## 21. LATE CHARGES

- a. Association dues are due and payable on the 1st day of each month. Notifications and late charges will be in accordance with the current payment policy.

## 22. RULE ENFORCEMENT PROCEDURE

- a. Notifications and fine schedule will be in accordance with the current payment policy and C&Rs.