

# **THE COMMONS AT CORDATA CONDOMINIUM OWNERS' ASSOCIATION**

## **RULES AND REGULATIONS**

**ADOPTED 8/10/2020**

These Rules and Regulations ("Rules") have been adopted by the Board of the Association to ensure that Condominium Owners achieve the greatest enjoyment of their homes. Each owner is fully responsible for the compliance of their family members, guests, and tenants.

### **General Rules**

1. Terms used in this Rules and Regulations have the same meaning as defined terms in the Declaration of Covenants, Conditions, Restrictions and Reservations for the Commons at Cordata Condominium ("Declaration"). In the event of any conflict between the Rules and the Declaration, the terms of that Declaration shall control.

2. The Commons at Cordata Condominium Owners' Association ("Association") shall not knowingly apply its rules or conduct its affairs in any manner that would constitute illegal or discriminatory treatment of any individual on the basis of any status or class protected by law.

3. The Board may from time to time adopt, rescind, or amend these Rules in order to facilitate the management and operation of the Association. Except in the case of any emergency, all such changes will be published to the owners within thirty (30) days of adoption prior to commencement of enforcement.

4. All applicable federal, state, and local laws and ordinances must be observed by all Owners and occupants, and tenants, guests, invitees, and licensees. Unit owners shall be responsible for ensuring that their occupants, tenants, guests, invitees, and licensees abide by these Rules and all other laws and rules affecting the Condominium.

5. The failure of the Association, the Board, or the Unit Owner (s) to enforce any right, provision, covenant, or condition that may be granted by the Declaration or the Association's Articles of Incorporation, Bylaws, or rules shall not constitute a waiver of the right of the Association, the Board, or the Unit Owner(s) to enforce such right, provision, covenant, or condition in the future.

6. The capitalized words in these Rules and Regulations are defined in the Declaration. The Unit means the airspace unit owned by each owner and includes the house and yard.

## **Residential Purposes.**

7. Units shall be used exclusively for residential purposes. Bed and Breakfast, Airbnb, Time-share or any other commercial use is prohibited.  
(Article 11.2 of Declaration)

## **Unit Changes or Improvements.**

8. No additional structures or modifications may be placed in a Unit without prior consent of the Association. (Article 11.5.10 of Declaration)

9. Consents are required to ensure that the Condominium complies with the regulatory requirements for the project, including, but not limited to, stormwater regulations of the City of Bellingham.

10. Attached to these Rules and Regulations is Exhibit “B” showing the maximum amount of impervious surface for each Unit. No consent shall be given for any improvement or change to buildings or landscaping that results in impervious surface that is greater than the maximum amount shown on Exhibit “B”; provided the impervious amount may be increased by a Unit Owner with approval from the city of Bellingham.

### **11. Property Modification**

- (a) No structures, fencing or patios in front yards.  
(Article 11.5.7 of Declaration)
- (b) All property modifications must fall within the impervious square footage limit.
- (c) Pervious patios do not affect the impervious square footage that each home is allotted. Materials and installation must be confirmed by a licensed engineer.
- (d) Structures over 120 square feet must have city of Bellingham building permit and approval.

#### **Decks and Hard Surfaces**

- (e) Any new or replaced hard surface 300 square feet or more requires a city of Bellingham stormwater permit.
- (f) Open **decks** must have at least a 1/4 inch **space between deck boards** with a **pervious** surface below stabilized with a 4” depth of clear crushed or drain rock.
- (g) Exterior fencing must be stained in a clear or neutral color.
- (h) All exterior house, trim, door colors, and exterior structures must match current neighborhood color palette.
- (i) All property modification applications must include signatures to show that immediate neighbors have been notified. Neighbors may appeal to the board of directors if issues arise.

12. **A Property Modification Form** with a detailed plan showing the proposed work must be given to the Board and/or property manager for approval. The

board shall review all submitted materials within 30 days or at the next scheduled board meeting. Decisions of the Board shall be final and binding

### **Landscaping.**

**13. Front and Back Yard Maintenance.**

- (a) Grass should be neatly mowed and reasonably free of weeds.
- (b) Trim and prune trees, bushes and hedges to prevent overgrowth.
- (c) Avoid planting invasive plant species. Remove all dead trees and bushes.
- (d) Keep front lawn, sidewalk and driveway free of debris.
- (e) Remove all garden equipment, products, and garbage cans from front of home.
- (f) No fencing in front yard (Article 11.5.7 of the Declaration)
- (g) (Article 10.2.1k of the Declaration) Board has the authority to mow an unkept lawn and pass the cost to the unit owner. Owner will be given notice and opportunity to be heard before work is performed by the association. (Article 10.2.5) provides for the association to perform 30 days' notice.

**14. Yard Decor.**

- (a) All yard decor must be appropriate and maintained.
- (b) No item placed in front yard may be larger than 2' x 3' without Board approval. Exception is made for Christmas and winter holiday decor.
- (c) Christmas and winter holiday decorations permitted from Mid-November to Mid-January.
- (d) Non-blinking, stationary white lights are permitted year round in trees only.

15. Board of Directors or property managers may conduct regular yard inspections.

### **Unit Maintenance.**

16. Unit Owners are required to maintain and repair Units and improvements within Units. Failure to maintain those Units is a violation of the Declaration and is subject to enforcement under these Rules. Maintenance of the Unit includes regular maintenance/upkeep of both home and the yard. (Article 11.6 of Declaration)

### **Guest Parking.**

17. Guests may only park in the guest parking spaces for a period that is not more than forty eight (48) hours without prior approval from the Board. Violators will be notified and towed. (Article 11.5.12 of Declaration) Owners and other residents may not use guest parking for their vehicles without prior approval from the Board.

### **Vehicles.**

18. Vehicles must be in working order. (Article 11.5.11 of Declaration)  
Owners are required to park vehicles within their units, and not on yards or common areas. Vehicles may not be parked in fire lanes. All of the streets in the community are fire lanes.

### **Recreational Vehicles.**

19. All trailers, boats, camper shells and recreational vehicles as defined in the Declaration, shall be enclosed within a garage. (Article 11.5.5 of Declaration)  
Out-of-county resident guests with the Owner's permission may park a recreational vehicle or travel trailer within a Unit for up to a maximum of four (4) weeks, within a calendar year without being in violation of this restriction.

### **Speed Limit.**

20. The speed limit in the Commons at Cordata neighborhood is fifteen (15) miles per hour. All homeowners, tenants and guests must adhere to the speed limit.

### **Signs.**

21. (Article 10.3.3 of Declaration ) Owners may display signs regarding candidates for public or Association office, or ballot issues within a Unit subject to rules adopted by the Board governing the time, place, size, number, and manner of those displays.

#### **Pre-approved signs include:**

- (a) Signs advertising units for sale or lease may be displayed in the yard of the unit to which the sign applies. Open House notices may be displayed on the common area along June Road on the day of the open house only.
- (b) Signs advertising garage or estate sales may be displayed in the yard of the unit where the sale takes place on the day of the sale only. Signs may also be displayed on the common area along June Road on the day of the sale only.
- (c) Signs supporting political candidates or other ballot items may be displayed in a unit's yard during a six-week period leading up to the election. Signs must be taken down the day after the election unless a run-off is declared. In that case signs must be removed as soon as the run-off election is over.
- (d) No signs of any kind may be placed in a neighbor's yard without the approval of the neighbor.
- (e) No sign may be larger than 2 feet by 3 feet.
- (f) No postings of signs or flyers on mailboxes.

22. If an owner wants to place a sign that does not meet this criteria, pre-approval must be obtained from the Board of Directors.

### **Antennas.**

23. No television or radio antenna of any kind may be installed within a Unit if it extends more than ten (10') feet above the highest point of the roof of the residence. (Article 11.5.6 of Declaration)

### **Common Area Use.**

24. No staging, dumping, parties, or group gathering are permitted in any of the common areas without prior permission from the Board. No plantings or landscaping modifications in common areas are permitted without prior approval from the board.

### **Animals.**

25. No animal, livestock, or poultry of any kind may be raised, kept or bred within a unit, except dogs, cats, and other household pets; provided they are not kept, bred, or maintained for commercial purposes. (Article 11.5.3 of Declaration)

- (a) Each Unit may maintain no more than four (4) domestic household pets.
- (b) Each pet must be properly controlled at all times. Owners must remove any pet that cannot be sufficiently controlled.
- (c) Any individual animal living within or visiting the Condominium is subject to removal by the Board if that animal becomes a nuisance to others. The animal's owner (or caretaker) must keep all animals under proper control, remove all pet waste, and abide by the City of Bellingham licensing and leash laws.
- (d) A pet owner must take whatever steps necessary to insure pet noise, odors, and activities do not affect other residents. Owners, tenants and guests are responsible for cleaning up after their pet. Residents shall not allow any pet to urinate or defecate on any neighbor's yard or in any common area.
- (e) All pets must be fully vaccinated.
- (f) All pets must be registered with the property manager.
- (g) Pets who exhibit aggressive or otherwise dangerous or potentially dangerous behavior may be removed at owner's expense.
- (h) All rodents must be exterminated immediately.

### **Garbage Removal.**

26. Each Unit Owner is responsible for removing trashed garbage from their Unit and properly depositing it into receptacles. (Article 11.5.4 of Declaration)

### **Wetlands.**

27. The Commons at Cordata community in conjunction with the City of Bellingham are the stewards of the wetlands. A split rail fence has been built to designate the wetland area. Wetlands are to be protected by;

- (a) Use wetland approved germicides, organic fertilizers and pesticides on your property.
- (b) Avoid non-native and invasive species of plants.
- (c) Do not dump garbage, grass, bark, or other debris in wetland or retention pond area.
- (d) No filling or clearing of wetland areas other than blackberry removal.
- (e) Pick up after your pets.
- (f) Wash your car with eco-friendly, non-detergent, cleaning products. Make sure storm drains are clean and free of pet feces, toxic chemicals, fertilizers, and motor oil, which eventually wash into our wetlands and pollute them.
- (g) Some homeowners are responsible for maintaining the storm disbursements located within their lot to protect the wetlands. Make sure this maintenance is done yearly.

### **Blackberry Removal.**

28. Only Himalayan blackberries may be removed in the wetland buffer and in accordance with best management practices. You may cut blackberries as far back as necessary, as long as plants are replaced with native plantings.

#### **The Process:**

- 1. Start with cutting back blackberry canes by hand to access the root. Pile canes on a tarp or other means of easily transporting them offsite.
- 2. Remove as much of the root as possible - digging is allowed.
- 3. Shake off the soil from the root to ensure no soil leaves the site.
- 4. Repeat cutting back blackberry canes and digging out roots as they grow during the year.
- 5. All invasive plants removed must be hauled offsite.
- 6. Apply wood chip mulch to areas left bare by root removal. You can plant native shrubs such as snowberry, ocean spray, service berry, and black twinberry. King County Native Plant List has extensive native plant information.
- 7. Color photos of pre- and post-removal should be available to city staff upon request.

### **Offensive Activity.**

29. No obnoxious or offensive activity (Article 11.5.1 of Declaration), lewd behavior, nudity or exhibitionism is permitted in Common Areas or any area offensive to neighboring Units.

### **Nuisances.**

30. (Article 11.5.1 and 11.5.2 of Declaration)
- (a) **Noise:** No excessive or continuous noise permitted within any unit that creates a disturbance to neighboring units. The Public Disturbance Noise Ordinance within the Bellingham Municipal Code (BMC) limits construction noise within residentially zoned areas during the hours of 7:00 AM and 10:00 PM (BMC 10.24.120).
  - (b) **Smoke:** No Smoke that is harmful to members and guests is permitted. No smoking is permitted in common areas.

### **Fireworks.**

31. All fireworks within the Bellingham City limits are banned. Any person who violates the fireworks ban may be cited with “Disorderly Conduct” and given a civil infraction fine up to \$1,000.00. According to the law, the minimum fine is \$250.00. Law enforcement and fire officials can immediately seize fireworks they find within the City without need for a warrant.

### **Business and Commercial Uses.**

32. (11.2 of Declaration) Owner or Occupant may conduct a Business activity within the Unit only if:
- (a) the existence or operation of the Business activity within the Unit is not apparent or detectable by sight, sound, or smell from the exterior of the Unit;
  - (b) the Business activity conforms to all zoning and land-use requirements for the Property;
  - (c) the Business activity does not involve persons who do not reside in the Condominium coming onto the Property;
  - (d) the Business activity does not increase the liability or casualty insurance obligation or premium of the Association;
  - (e) in the sole discretion of the Board, the Business activity is consistent with the residential character of the Association and does not constitute a nuisance or hazardous or offensive use.

### **Leasing of Units.**

33. Homeowners may lease their Units in compliance with the restrictions on occupancy contained in the Declaration (Article 11) and as established by the City.

- (a) Every Lease Agreement shall be for a fixed term of not less than six (6) months and not more than twelve (12) months.
- (b) Lease must be a written Lease Agreement between the Owner of the Unit and the Tenant(s). A copy of each Lease Agreement shall be provided by the Owner to the Board or property manager before the tenancy commences.
- (c) All tenants shall be provided by owner a copy of and subject in all respects to the provisions of the Declaration and Bylaws and the Rules and Regulations of the Association
- (d) Each Owner who Leases a Unit agrees to hold the Association harmless for any claims brought against the Association by the Unit's Tenants, Occupants, guests, invitees or agents.
- (e) Tenants must obtain and provide proof of insurance for the contents of the Unit they are Leasing, liability insurance, and insurance for loss of use.
- (f) No Tenant may sublease a Unit or any part of a Unit (e.g., a room).

### **Collection Policy.**

34. Monthly Dues are required from each Unit and due the **FIRST DAY** of each month of the year (Article 12.2 of Declaration).

- (a) A LATE Fee of \$25.00 will be assessed on the 16th day of the month for any unpaid balance owing.
- (b) If an unpaid balance exceeds \$400, the Association's attorney will be directed to send the delinquent owner a pre-Lien letter.
- (c) If no payment is received within 30 days following the pre-Lien letter, a Lien shall be recorded on the unit.
- (d) The Association shall be entitled to recover any costs and reasonable attorneys' fees incurred with the collection of delinquent Assessments, whether or not such collection activities result in a suit being commenced or prosecuted to judgement.

### **Violations.**

35. Except for the collection policy on unpaid monthly dues, the Board of Directors adopts a system of general penalties, which are enforceable as Fines assessed under this schedule as follows:

A courtesy letter is mailed to the homeowner's last mailing address on file citing the specific violation(s) and requesting correction of said violation(s). All violations and notices from the Association or its agent shall be given in writing via certified mail, postage prepaid, addressed to the Owner at the Owner's property address.



## **Violation Fines Procedure**

Violation Warning (10 day Grace Period) -	\$0.00
First Week after grace period expires -	\$25.00
Second Week -	\$50.00
Third Week -	\$75.00
Fourth Week-	\$100.00
Each Succeeding Week -	\$100.00

All fines and penalties levied hereunder shall be payable within 30 days following mailing of an invoice for the same. If not so paid it shall constitute a continuing lien against the property of the owner receiving notice until paid in full.

## **Violation Appeals/Hearings**

Alleged violators shall be entitled, upon written request (within 10 working days of receipt of a Notice of Violation), to a hearing before the Board of Directors or their designated committee to contest the violation, the fine, or both. Hearings will be conducted by executive (closed) session.

## **Delinquent Fines**

The following Rule(s) and Regulation(s) have been adopted:

Any fine levied under the Commons Rules and Regulations for violations not paid within thirty, (30) days after first due shall be considered delinquent. The Commons shall notify the member in writing, and the Commons COA may either immediately or at some later time in its discretion bring an action at law against the person personally obligated to pay the fine and/or foreclose the lien against the member's Commons lot or unit. Interest, legal (and other reasonable) costs, including reasonable attorney fees regardless of whether a lawsuit is filed, relating to any such action shall be added to the amount of the assessment, and all such sums shall be included in any judgment or decree entered in a resulting legal action. Such recoverable expenses may include, by way of illustration only, attorney charges for letters regarding the unpaid assessment amount, attorney charges for drafting and recording liens, county recording fees, title report charges, attorney charges for lien releases, lien release recording fees, costs of collection charged by non-attorneys and expenses incurred in litigation.

## **Sale of Units.**

36. If you sell your unit, the seller must purchase a resale certificate. This is required by Washington State law with the purchase and sale of condominiums. Owner must provide the property manager notice of intent to sell. Contact the property manager for details.

### **Rules.**

37. All Unit Owners and their tenants, licensees and invitees shall comply with any rules and regulations of the Association. (Article 16.4 of Declaration)

### **Neighbor Complaints.**

38. (Article 16.7.3 of Declaration) Disputes and complaints need to be addressed first through conversation between the parties. Neighbors are encouraged to communicate with one another for workable solutions. See Exhibit "A".

### **Grandfathering of Existing Situations.**

39. In exceptional cases where a rule or requirement has been inadvertently overlooked and a variation exists, the board MAY grant a variance. For example, a previous owner has violated an architectural restriction or Builder allowed an exception.

- (a) Grandfathering applies to the Commons at Cordata Condominium Owners Association.
- (b) Grandfathering applies to fencing and any exterior changes made to a homeowner's unit.

### **Enforcement.**

40. (Article 16 in Declaration) The Board is authorized to enforce the provisions of the Declaration, Bylaws and Rules and Regulations. The board may through an action recover sums due, damages, or injunctive relief. The Board may also levy monetary fines against the Unit Owners for any breach of Owners or Occupant's obligation.

41. The Board will enforce these Rules, after notice and opportunity to respond.

## **Exhibit “A”**

### **The Commons at Cordata** **Neighbor to Neighbor** *Finding Workable Solutions*

Positive relationships with our neighbors can make our lives more pleasant and boost the enjoyment of living in our homes. In the Commons community, we live close together so we not only have the opportunity to meet lots of neighbors but we are also presented with the challenge of living with them.

As much as we would all like to get along, there are times when neighbors annoy and even anger us. So, what do we do when we have a problem with a neighbor? Before you do anything, think about the level of your annoyance, sleep on it. Is it something you can live with, a mild inconvenience? Is it constant, or just once in a while? Would it be possible to just let it go? If not, how can you find a solution?

#### **Talk to Your Neighbors**

Be calm but speak up! Though it may seem awkward and even nerve-racking, explain the situation to your neighbor in a friendly manner. There's always a distinct possibility that your neighbor has no idea their behavior is causing you distress. Sometimes all it takes is bringing the matter to a person's attention. Avoid shouting or using a condescending tone no matter how annoyed you are by your neighbors behavior. Being polite goes a long way. You never know what a neighbor is experiencing in their lives. They might have personal or physical problems of their own.

Start with an opening line such as: “I just wanted to bring something to your attention, and how it is affecting me.” Introducing the problem in an open-ended, non-confrontational manner is the best way to promote listening with an open mind. Whenever possible make your suggestions helpful by including practical, feasible examples to resolve the problem. Avoid using accusatory language or blaming. The goal is to find a solution.

#### **Receiving Neighbor Communication**

Being receptive to feedback is difficult but listen closely and acknowledge their point of view. If your neighbor is telling you of a problem, summarize what you heard and ask clarifying questions. Thank your neighbor for talking with you. Take time to evaluate the information and after you have thought about it, respond with the goal of resolving the problem. Think about how the situation could end well for both of you.

#### **No Improvement?**

Unfortunately, not all situations end amicably. If you've tried talking to your neighbors without any resolve, contact the board of directors or the property manager with a written complaint. The board will look to assist you to comply with the governing documents. Another recourse is to work with a mediator or even seek arbitration if a resolution cannot be reached.

#### **Some Surefire Ways to Increase Neighbor Friendliness**

- Introduce yourself to your immediate neighbors. Learn their names. Wave and say “hi”.
- Let your neighbor know ahead of time when you will be spraying, painting or sanding so they can close their windows.
- Let your neighbor know when workers will be cleaning windows, gutters, or other outside work so that they are not startled by strangers being in the yards.
- Let your neighbor know when you will be out of town for an extended time.
- Let your neighbor know when.....in other words, keep your neighbor informed. They will greatly appreciate your consideration.

## Exhibit “B” - Pervious Surfaces (also listed on your water bill)

Commons at Cordata Condominium				
Lot #	Address	Max Impervious Area Allowed (SF) per CCRs	COB Permitted Impervious (SF)	Additional Impervious Available (SF)
1	4255 Fuchsia Dr	2,399	2399	0
2	4251 Fuchsia Dr	1,982	1982	0
3	4249 Fuchsia Dr	1,810	1810	0
4	4247 Fuchsia Dr	2,346	2588	-242
5	713 Verbena Ln	1,624	1624	0
6	709 Verbena Ln	1,892	1892	0
7	705 Verbena Ln	1,887	1887	0
8	701 Verbena Ln	1,706	1706	0
9	702 Verbena Ln	2,039	2039	0
10	706 Verbena Ln	2,242	2242	0
11	710 Verbena Ln	1,824	1824	0
12	714 Verbena Ln	2,191	2191	0
13	4245 Fuchsia Drive	2,402	2187	215
14	4243 Fuchsia Drive	2,015	1884	131
15	4241 Fuchsia Drive	2,140	1968	172
16	4239 Fuchsia Drive	2,335	2130	205
17	4237 Fuchsia Drive	1,818	1774	44
18	700 Fuchsia Loop	1,713	1586	127
19	704 Fuchsia Loop	2,177	2007	170
20	708 Fuchsia Loop	2,320	2513	-193
21	712 Fuchsia Loop	2,572	2469	103
22	716 Fuchsia Loop	2,148	2050	98
23	720 Fuchsia Loop	2,066	1988	78
24	724 Fuchsia Loop	1,891	2039	-148
25	726 Fuchsia Loop	2,925	2718	207
26	730 Fuchsia Loop	2,036	2126	-90
27	734 Fuchsia Loop	2,431	2286	145
28	738 Fuchsia Loop	2,273	2067	206
29	742 Fuchsia Loop	2,137	1968	169
30	746 Fuchsia Loop	2,497	2402	95
31	748 Fuchsia Loop	2,960	2824	136
32	752 Fuchsia Loop	2,379	2224	155
33	745 Fuchsia Loop	2,422	1958	464
34	739 Fuchsia Loop	2,274	2193	81
35	705 Fuchsia Loop	1,985	1973	12
36	701 Fuchsia Loop	2,292	2067	225
37	751 Fuchsia Loop	2,046	2228	-182
38	823 Kodiak Lane	2,133	2133	0
39	819 Kodiak Lane	2,035	2035	0
40	815 Kodiak Lane	2,254	2254	0

41	811 Kodiak Lane	1,971	1971	0
42	807 Kodiak Lane	2,192	2192	0
43	803 Kodiak Lane	1,895	1895	0
44	801 Kodiak Lane	2,269	2269	0
45	723 Kodiak Lane	1,977	1977	0
46	719 Kodiak Lane	1,885	1885	0
47	717 Kodiak Lane	1,975	1975	0
48	715 Kodiak Lane	2,275	2171	104
49	711 Kodiak Lane	1,971	1872	99
50	707 Kodiak Lane	2,252	2249	3
51	703 Kodiak Lane	1,876	1879	-3
52	701 Kodiak Lane	2,249	2151	98
53	700 Kodiak Lane	2,223	2170	53
54	702 Kodiak Lane	1,971	1937	34
55	706 Kodiak Lane	2,275	2175	100
56	710 Kodiak Lane	1,968	1879	89
57	712 Kodiak Lane	1,880	1879	1
58	716 Kodiak Lane	2,226	2224	2
59	718 Kodiak Lane	2,307	2199	108
60	4229 Fuchsia	2,293	2184	109
61	4227 Fuchsia	1,978	1893	85
62	4225 Fuchsia	1,905	1930	-25
63	4223 Fuchsia	1,884	1793	91
64	4221 Fuchsia	1,972	1919	53
65	4219 Fuchsia	1,880	1806	74
66	4217 Fuchsia	2,923	2910	13
67	4220 Fuchsia	1,751	1674	77
68	4222 Fuchsia	1,751	1675	76
69	4224 Fuchsia	2,101	2052	49
70	4226 Fuchsia	2,604	1986	618
71	4245 Dandelion	1,920	1890	30
72	4241 Dandelion	2,277	2175	102
73	4239 Dandelion	1,739	1739	0
74	4233 Dandelion	1,739	1691	48
75	4230 Dandelion	2,116	2079	37
76	4234 Dandelion	1,751	1756	-5
77	4238 Dandelion	1,774	1748	26