

An Airspace Condo Community

Rules and Regulations for

Village Square at Lea Hill

Condominium Association

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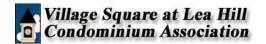
Village Square at Lea Hill Condominium Association

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1. INTRODUCTION

These Rules and Regulations are adopted to:

- establish a pleasurable environment for all Village Square at Lea Hill residents
- provide safety for the residents and their property
- preserve the value of the owner's investments

The Declaration and By-laws of Village Square at Lea Hill, a Condominium provide and allow for enforcement of these rules. By observing the Rules and Regulations set forth in the above mentioned documents, as well as this document, we can keep an attractive and pleasant place to live for all of us.

Please submit all comments regarding these Rules and Regulations ' in writing to the board of

Village Square at Lea Hill Condominium Association 12370 SE 311th Street Auburn, WA 98092

All comments or suggestions submitted to the Board of Directors should include your signature and unit number. Thank you

Your help in ensuring these rules are adhered to is solicited. Communication with your neighbors is the best solution to many problems.



2. INFORMATION REQUIRED FROM ALL RESIDENTS

- 2.1 Within 30 days of occupancy all residents (owners and renters) must provide the Association with the following information on the form provided by the Association:
 - Name(s) of all occupants
 - Home and work phone numbers
 - Email Address
 - Make, model and license numbers of all vehicles on premises
 - Emergency telephone numbers
- 2.2 Off-site owners must also provide the Association with the following additional information about their tenants:
 - Unit number
 - Owner's phone number
 - Owner's address
 - Name(s) of all tenants
 - Tenant's phone number

The above information will be held in strict confidence and must be updated by the residents or owner as changes occur.

- 2.3 Owners of rented units are responsible for payment of Association dues, the owner's shared common expense for water and sewer fees, and also fines or other costs or charges caused by their tenants.
- 2.4 It shall be the owner's responsibility to provide their tenants with a copy of the current Rules and Regulations. Owners are responsible for their tenant's compliance with all Association Rules and Regulations.
- 2.5 A tenant's non-compliance with any Rule or Regulation may result in a fine or penalty assessed to the unit owner as stated in the Schedule of Fines.
- 2.6 Owners who rent out their units, or rooms in their units, are required to comply with all Auburn City Code provisions, including but not limited to 5.22.020 and 5.22.040(C), which require a Rental Business License for 'each rental housing business operating in the city, as defined herein, shall obtain and maintain in good standing a "rental housing business license" issued by the city in accordance with the procedures of this chapter and this title' EXCEPTION under Auburn City codes for an <u>Owner occupied room rental</u> of no more than two people, does not require a Business License. Owners are also required to provide a copy of the current license to VS@LH's Property Management.



3. GENERAL RULES

- 3.1 The property is for residential use only. No illegal or commercial activity shall be allowed in any unit or common area.
- 3.2 No obnoxious behavior or activity that may become an annoyance or nuisance to other residents is allowed.
- 3.3 Fireworks are not allowed in Village Square.
- 3.4 Hazardous substances and flammable materials, e.g., LP Gas Cylinders, gasoline, explosives, etc., may not be stored in living units, garages or common areas.
- 3.5 Hazardous practices, such as welding, use of cutting torches, etc. may not be performed in living units, garages or common areas.
- 3.6 No peddling or soliciting is permitted on the property.
- 3.7 Units may not be subleased in violation of Auburn City Code Chapter 18.07.020 *.



4. NOISE

- 4.1 Any excessive noise or disturbance is prohibited. Village Square "Quiet Hours" are from 10:00 P.M. to 8:00 A.M. Sunday through Thursday, and 12:00 midnight to 8:00 A.M. Friday and Saturday.
- 4.2 At all times, the volume from radios, stereos (including car stereos), televisions, etc., must be kept at a level low enough so that surrounding neighbors are not disturbed.
- 4.3 Any work involving power tools, plumbing, sawing, pounding, etc., is prohibited in all areas of Village Square during the "Quiet Hours."
- 4.4 Vehicles without mufflers or with loud mufflers are not permitted on the premises.



5. PARKING REGULATIONS

- 5.1 No parking in or obstruction of fire lanes is allowed. This may include areas in front of homes as designated by fire lane signs. Stopping or standing of vehicles shall only be permitted if a licensed operator is present and in control of the vehicle.
- 5.2 The speed limit is fifteen (15) miles per hour.
- 5.3 All traffic signs shall be obeyed.
- 5.4 Only licensed drivers may operate vehicles within the community.
- 5.5 Parking is allowed only in designated stalls, garages, and unit driveways.
- 5.6 Visitor parking stalls are not intended to be additional parking for residents or occupants. Visitor parking is allowed by short-term guests only.
- 5.7 Any visitor vehicle staying longer than seven days must be registered with the Board through the Property Manager.
- 5.8 No unattended vehicle shall block access to units within a culdesac.
- 5.9 Any visitor vehicle staying longer than seven days must be registered with the Association.
- 5.10 No vehicle repairs or maintenance, other than car washing, shall be performed outside of the garage.
- 5.11 Engine cleaning, oil changing, radiator draining, or changing of other vehicle lubricants or fluids are not permitted outside of the garage. Tire cleaning chemicals and treatments (e.g., Armoral) damage the asphalt and shall only be applied in the garage.
- 5.12 Boats trailers, recreational vehicles, and other large vehicles shall be parked for loading and unloading only. They shall not interfere with access to parking stalls or another resident's garage, and shall not remain in the community, outside of a garage, overnight.
- 5.13 Only operable motor vehicles shall be parked in parking stalls. The storage of inoperable vehicles or vehicles with expired license tabs in not allowed outside of a garage.
- 5.14 Any parking or driving violation may result in fines or the towing of the vehicle at the owner's expense following the guidelines in Section 19.



6. GARAGE

- 6.1 Garages shall not be used for the purpose of conducting commercial business.
- 6.2 Garages shall not be converted for the purpose of providing additional living space, such as, but not limited to, a bedroom, playroom, or office.
- 6.3 No vehicle repairs or maintenance shall be performed outside of your garage other than vehicle washing.
- 6.4 Engine cleaning, oil changing, radiator draining, or changing of other vehicle lubricants or fluids are not permitted outside of the garage. Tire cleaning chemicals and treatments (e.g., Armoral) damage the asphalt and shall only be applied in the garage.
- 6.5 The appearance of the driveway for each unit is the responsibility of each homeowner. Excessive staining of the concrete due to oil leaks etc. is not permitted, and shall be cleaned by the homeowner.
- 6.6 Garage doors and the equipment to operate them are the responsibility of the homeowner. Garage doors shall be capable of being closed at all times.

7. PET RULES

- 7.1 Only domestic animals, e.g., dogs, cats, birds, fish are allowed.
- 7.2 Dogs must be on leashes at all times when in common areas. Dogs shall never be allowed to run loose.
- 7.3 Pet owners must control barking or other frequent, repetitive noises from pets that interfere with the peace and comfort of their neighbors. The Association reserves the right to order the removal of any pet that disturbs other residents.
- 7.4 Pet owners shall be responsible for the immediate removal of pet droppings in the common areas.
- 7.5 No litter boxes shall be allowed on patios, entryways, or other common areas.
- 7.6 Do not tie, chain, or leash pets to any buildings, stakes, trees or other fixed objects.
- 7.7 Outdoor feeding of any animal or bird is not allowed in common areas.
- 7.8 Grooming of pets is not permitted in the common areas.
- 7.9 Any pet owner who receives three separate pet-related written complaints must remove the pet permanently from the premises.
- 7.10 Any pet attacking a person or another pet shall be subject to immediate and permanent removal by decision of the Board of Directors upon the FIRST confirmed complaint.



8. USE OF COMMON AREA

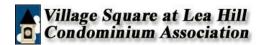
- 8.1 Owners are responsible for damage to any common area caused by the resident's family, tenants, guests, pets, or agents. The Board of Directors shall assess the owner for the full cost of any needed repairs.
- 8.2 Common areas may not be used for storage of personal property. Entryways and doorways must be kept clear of all items such as bicycles, skateboards, and storage items.
- 8.3 Landscaping added to the front of units shall be limited to hanging baskets, small planters or pots, and small plants in the common area flower beds. The original shrubs and trees must remain. If you plant in the common area you must maintain the plants or the landscape committee will remove them. Owners of units with window boxes may either plant and maintain them or leave them empty. No plastic plants may be used in common area flowerbeds or in window boxes.
- 8.4 No driving is allowed on the Association property without a valid driver's license.
- 8.5 Street signs, fire lane signs and other community signage shall not be removed or altered without written permission of the Board of Directors.



9. LANDSCAPE IN COMMON MAINTENANCE AREAS

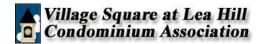
(Common maintenance areas are those landscape areas not enclosed by a backyard fence)

- 9.1 All changes to existing landscaping in common or common maintenance areas shall be approved by the Board prior to construction except as noted in 9.4 below.
- 9.2 The request for changes shall contain a description and a scale drawing of the proposed changes.
- 9.3 Failure to submit plans in advance may result in the owner having to restore the landscape to its original condition at their expense.
- 9.4 The following items are allowed without prior approval of the board
 - Small planters on the front porch or common maintenance areas of your home.
 - Small hanging baskets suspended from your home.
 - Small plants or bulbs may be placed in existing beds as long as they are attractive and are maintained by the owner.
 - Stepping stones or paver stones may be used to create a narrow path to the backyard gate.



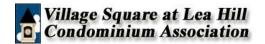
10: PATIOS

- 10.1 Backyard patios and their maintenance are the responsibility of the individual homeowner. However, they shall be maintained in a manner so as not to interfere with or diminish the value of neighboring properties.
- 10.2 Maintenance of the fences between units is a shared responsibility between all owners whose patios are enclosed by the fence. The maintenance of the exterior perimeter fence (as viewed from outside the Village Square complex) is the responsibility of the Association.
- 10.3 The patio fence shall not be used as a clothesline.
- 10.4 Barbecue grills shall be used on patios <u>only</u>. Barbecue grills shall be placed at least five feet beyond the eave line of the roof above, and at least two feet away from fence and buildings. The vinyl siding will melt and is not fire resistant!
- 10.5 Planter boxes, bird houses or other objects shall not be placed more than three feet above the patio fence line without prior approval from the Association.
- 10.6 Weeds, dead flowers, trash, animal droppings, etc., shall not be thrown over the fence onto the common area.



11. OUTSIDE APPEARANCE

- 11.1 Architectural uniformity shall be maintained. The Board of Directors will require that any non-approved alteration be restored to its original condition at the owner's expense.
- 11.2 The original white miniblinds may be replaced by the Owner's choice of commercially available window treatments, **but the product must have a neutral white color or light pastel when viewed from the outside of the Unit** to maintain architectural uniformity. No other window covering including garbage bags, foil, towels, flags, cardboard, blankets, sheets, etc., is allowed.
- 11.3 Window screens and miniblinds shall be kept in good condition.
- 11.4 No signs shall be displayed on the unit exterior. A single approved "For Sale", and "For Rent" sign may be displayed on the inside of a unit window. No other signs are allowed.
- 11.5 Wires, antennas, ropes, and racks are not permitted on roofs, patios, or other parts of the buildings.
- 11.6 Holiday and/or U.S. Flags are permitted. All flags shall be in good condition, i.e., not tattered or torn, clean and presentable. The Board of Directors reserves the right to request the removal of flags deemed inappropriate or offensive.
- 11.7 Decorative lights may be placed on homes and plants during the December holiday season. They must be removed by January 10th.
- 11.8 Pursuant to the Federal Communications Act of 1996, satellite dishes less than 1 Meter (approximately 39 inches) in diameter are permitted. Dish installations on the roof must be done by a licensed and bonded professional satellite dish installer.



12. MODIFICAITON OF UNITS

- 12.1 No structural modifications or alterations to the exterior of any unit shall be permitted without prior approval of the Association.
- 12.2 Any changes to the common maintenance areas of the units shall also be approved, in advance, by the Association.
- 12.3 Requests for modifications shall be submitted, in writing, to the Board of Directors. Plans must include a scale drawing of the proposed changes as well as samples of all materials to be used. No actual construction may begin until approval has been received, in writing, from the Board of Directors.

13. GARBAGE AND RECYCLING

- 13.1 All garbage cans that are placed curbside the evening prior to pick up shall be sealed trash cans. Any loose bags or debris can only be placed curbside after 6:00 a.m. the morning of pickup.
- 13.2 All garbage cans and recycle containers shall be stored inside the garage or in the backyard area. They may not be stored in common areas or where visible.
- 13.3 Large, furniture items (bed frames, mattresses, patio furniture, plumbing fixtures, etc.) shall not be left outside of units in common areas at any time. Disposal of such items is the sole responsibility of the homeowner.

14. SMOKE DETECTOR AND PORCH LIGHTS

- 14.1 Each unit shall have functioning smoke alarms. Maintenance of the alarms is the responsibility of the owner.
- 14.2 Exterior porch lights shall be operational at all times. Maintenance of the lights is the responsibility of each homeowner, including replacement of burned out bulbs with a bulb identical to the original fluorescent bulb.



15. RETENTION POND AND STORM DRAINS

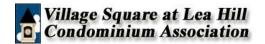
- 15.1 The retention pond is off limits to all but maintenance personnel. Under no circumstances are residents to discard anything into the ponds, including fish, dead plants, animal waste, or any other materials.
- 15.2 The storm drains in the street feed directly to the retention pond. The dumping of any materials, such as chemicals, motor oil or any other substance is strictly prohibited. Owners are responsible for the proper disposal of these materials.

16. AMENDMENTS

16.1 Rules and Regulations may be added to, amended, or repealed at any time by resolution of the Board of Directors.

17. COMPLAINT PROCEDURES

- 17.1 All complaints shall be addresses, in writing, to the Board of Directors at the address of the Association. The document shall contain the owner's name, signature, date, and unit number.
- 17.2 The Board will reply, in writing, with its resolution of the complaint to the owner submitting the complaint.
- 17.3 Any owner or resident filing a complaint as above still has the right to file a complaint with the police or other civil authorities.



18. ENFORCEMENT OF RULES

- 18.1 The Property Manager and Board of Directors are authorized to enforce all Rules and Regulations.
- 18.2 The Rules are subject to the reasonable interpretation and definition of the Board of Directors.
- 18.3 The Board of Directors reserves the right to reject any complaint as incomplete, unfounded, or inappropriate.
- 18.4 The name and unit number of the individual filing the complaint will not be released except to the Board of Directors.
- 18.5 The Board of Directors has sole discretion in assessing fines if these Rules are violated (refer to Section 19).
- 18.6 Refer to attached Appendix A Due Process Hearing Board Procedures for details regarding a hearing.



19. VIOLATIONS AND SCHEDULE OF FINES

19.1 Fines may be imposed by the Board of Directors in accordance with the guidelines below for all violations.

FIRST WRITTEN	A warning letter without a fine.	
COMPLAINT NOTICE		
SECOND WRITTEN	A \$25.00 fine, payable with the next month's dues. s	
THIRD WRITTEN	A \$100.00 fine, payable with the next month; dues.	
ADDITONAL WRITTEN	Board of Directors shall take action necessary to gain	
COMPLAINTS AND ALL	compliance of the resident in violation, including, but not	
RENTAL CAP	limited to:	
VIOLATIONS	• A letter to the owner and/or resident in question.	
	• Assessment of a fine of not less than \$25.00, nor	
	• more than \$250.00, per issue except for Rental Cap Violations where ALL monthly fines will match current market rental rates, with a \$1,700.00 monthly fine set as current rate.	
	• Filing of a complaint with the Police Department.	
	• Filing of action in the courts for injunctive relief.	

- 19.2 Fines will be imposed on the owner of the property regardless of who was the offending party.
- 19.3 Unpaid fines are considered delinquent after 90 days. Delinquencies may be subject to a lien on the owner's property.
- 19.4 All expenses incurred by the Property Manager, the Association, or the Board of Directors, including all legal and collection costs, will be assessed to the unit owner whose residence is in violation.
- 19.5 Owners may be fined for parking violations and/or vehicles may be towed and impounded at the owner's expense by the Board of Directors in accordance with the guidelines outlined by the Parking Committee's Infraction Plan.