

INTRODUCTION

Mountain View Meadows Homeowners Association ("Association") is a Planned Unit Development. Unlike a condominium project where maintenance responsibilities of the Association extend to the dwelling Unit itself, the Association has no obligation to maintain any improvements on the individual Lots. Each Owner is also responsible for their homeowner liability, fire, earthquake, personal property and other insurance.

The following is the outline of the Rules and Regulations of the Association that are intended to aid the Owners, their families and guests in determining a reasonable method of conduct. Some of these Rules and Regulations restate and expand upon the provisions of the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements of the Association (the "CC&Rs"). If there is a conflict between these Rules and Regulations and the CC&Rs, then the CC&Rs shall govern. However, Rules and Regulations that expand upon the CC&Rs shall not be considered to be a conflict.

These Rules and Regulations may be changed or adjusted, as necessary, from time to time to reflect the needs of the majority of the Owners. Written suggestions for any adjustments to the Rules and Regulations should be brought to the attention of the Association's Board of Directors.

The Board of Directors of the Association is authorized to impose penalties and/or fines and to take any reasonable action required to ensure that these Rules and Regulations are properly observed. They also have the right to delegate any of its power to regulate and enforce these Rules and Regulations to a committee of the Board of Directors.

Each Owner has received a copy of this document. It is the Owner's responsibility to comply (and to ensure that his/her leaseholders, tenants, guests, and/or invitees also comply) with these *Rules and Regulations*, as well as the Association's Declaration of Covenants, Conditions, Restrictions and Reservation of Easements ("CC&Rs"), Bylaws, Collection Policy and Enforcement Procedure, and Architectural/Landscape Guidelines (collectively "Governing Documents"). Owners are expected to provide a copy of these Rules and Regulations to all Occupants. It shall be the responsibility of every Owner to ensure that their authorized Occupants have read and understand these Rules and Regulations prior to occupancy of the residence and that they comply with them.

OWNER'S LIABILITY

Owners are liable for damage to the Common Area property, including equipment and furnishings, as a result of negligence, carelessness or misuse. Additionally, the Board of Directors is empowered to levy monetary assessments against any Owners for any of their actions or actions of their tenants, guests, and/or invitees, which are in violation of the Governing Documents. The specific procedures for violations are included in the Association's Enforcement Procedure.

TABLE OF CONTENTS

Rules and Regulations	Section 1
<i>Alteration of Residences</i>	<i>Item</i> 15
<i>Associations, Independent Contractors and Employees</i>	<i>Item</i> 16
<i>Common Walls, Fences</i>	<i>Item</i> 17
<i>Damage to Common Area</i>	<i>Item</i> 1
<i>Deliveries, Service, Trades People</i>	<i>Item</i> 18
<i>Exterior Apparatus Regulations</i>	<i>Item</i> 2
<i>Exterior Clotheslines</i>	<i>Item</i> 5
<i>Exterior Lighting</i>	<i>Item</i> 3
<i>Garages</i>	<i>Item</i> 14
<i>Guest Responsibility</i>	<i>Item</i> 9
<i>Homeowners Maintenance and Repair Responsibilities</i>	<i>Item</i> 7
<i>Holiday Decorations</i>	<i>Item</i> 12
<i>Landscape/Maintenance Rules</i>	<i>Item</i> 19
<i>Newspapers</i>	<i>Item</i> 4
<i>Nuisances</i>	<i>Item</i> 6
<i>Pets</i>	<i>Item</i> 20
<i>Pool/Spa Drainage</i>	<i>Item</i> 13
<i>Quiet Enjoyment</i>	<i>Item</i> 8
<i>Signs, Posters, Flags and Banners</i>	<i>Item</i> 10
<i>Renting or Leasing</i>	<i>Item</i> 22
<i>Trash/Refuse</i>	<i>Item</i> 23
<i>Use Restrictions</i>	<i>Item</i> 25
<i>Vehicles and Parking</i>	<i>Item</i> 21
<i>Water Features, Statuary Etc</i>	<i>Item</i> 24
<i>Window Coverings</i>	<i>Item</i> 11

SECTION 1 - RULES AND REGULATIONS

1. DAMAGE TO COMMON AREA. Any damage caused by an Occupant or their pets to the Common Area is the responsibility of the Owner. The Owner will pay for all costs of repairs, loss or replacement as a result of any such damage, including legal fees and expenses. The Board may specially assess an individual Lot Owner for such costs and repair of damages to the Common Area. Owners are not allowed to make any alterations or adjustment to Association property.
2. EXTERIOR APPARATUS REGULATIONS Subject to Wa Civil Code and any applicable decision of the FCC, electrical or telephone wiring, air-conditioning units, antennae, satellite dishes (or any other electronic receiving or broadcasting device), etc., may not protrude through the exterior walls or roof or otherwise be erected on a Lot, unless authorized by the Architectural Committee. Small satellite dishes of 24" or less may be installed under FCC regulations and upon approval of the Architectural Committee or the Board of Directors only.
3. EXTERIOR LIGHTING Association and Owner's exterior lights operated by a photo cell, shall be left in the operating mode at all times to ensure safety and aesthetic beauty to the development.
4. NEWSPAPERS Owners are asked to pick up their newspapers on a daily basis. If you are leaving town, please make proper arrangements so the newspapers do not accumulate.
5. EXTERIOR CLOTHESLINES Exterior clotheslines may not be erected and clothes may not be dried outdoors in view of residents or guests.
6. NUISANCES ~~Illegal~~, offensive, nuisance or obnoxious actions that interfere with any Occupant's quiet enjoyment, or may impair the structural integrity of any building, are not permitted on the Property. Construction work on the Property may only be done during hours determined by the Architectural Committee
7. OWNER'S MAINTENANCE AND REPAIR OBLIGATIONS Each Owner must maintain the Lot (including improvements) in a neat, sanitary and attractive condition, and is solely responsible for the cost of repairs and improvements. Faded garage, entry doors, gates, shutters trim and fences need to be repainted on a timely basis and with the original color. Changes to exterior paint colors must have prior Architectural Review Committee approval. All painting and alterations of exterior surfaces of residences shall be in conformance with the requirements of the CC&Rs and Association's Design Review Guidelines. In the event that a Lot is not properly maintained, the Association shall have the right , but not the obligation, to furnish the labor and/or materials necessary to clean, repair and/or maintain said Lot and to charge the Owner the costs as a Reimbursement Assessment after due process to the Owner.
8. QUIET ENJOYMENT - To ensure quiet enjoyment of the premises ,any improper conduct or obscenities will not be tolerated. Actions by any person of any nature, which may be dangerous, create health or safety problems, or disturb others, are not permitted. Occupants shall not produce or permit any unreasonably loud noise, loud or unruly children, excessively loud talking, Televisions, intoxication, quarreling, threatening, fighting, offensive or abusive language, vibration, music or similar sounds that may emanate from their residence or Lot or from the Common Area. This rule is especially important after 10:00 P.M. and before 8:00 A.M. In evaluating noise issues, standards for the city of Deer Park, if any, shall be used as guidelines. Decisions by the Board or Architectural Control committee, and the Rules, shall be reasonable and not arbitrary or capricious, and fairly applied and enforced to ensure equal treatment of Owners and Members under similar circumstances.
 - a) No occupant shall permit any activity that may interfere with the rights, comfort, safety and convenience of the other occupants and Owners.
 - b) The following is a partial list of activities the violation of which are considered a breach of the Association's right to quiet enjoyment.
 - i) Bicycle riding, roller skating shall be permitted on paved portions of the Common Areas only and used with caution also with the legally required safety equipment, such as helmets. The HOA will not be held responsible for any injuries incurred that are not directly related to improperly maintained common areas. Repair of damage to any common area property due to the use of such equipment will be the responsibility of the Owner occupant, or guest with the user.
 - ii) Skateboard and bicycle ramps are prohibited.
 - iii) Baseball and/or softball or any type of activity/sport that uses a ball or device capable of causing damage to automobiles, residences or the Common Areas is not allowed.
 - iv) Permanent or portable basketball hoops/standards are not allowed to be visible to the street, common areas, or neighboring houses at anytime within the community and are to be brought out 30 min prior to use and put away 30 min after use.
 - v) Front yard barbequing is not allowed
 - vi) No Fireworks will be allowed

The above list should not be construed as the sole and inclusive list of activities that would affect an Owner's or occupant's right to quiet enjoyment.

- c) The Owner of a Lot shall be responsible for all damages of any type (including legal fees and expenses) that Occupant causes directly or indirectly by any such Occupant or their pets
- 9) **GUEST RESPONSIBILITY** Owners/residents are responsible for their guests, service personal, vendors, contractors, any invitees actions/conduct and those of their and their pets while on the Property
- 10) **SIGNS, POSTERS, FLAGS AND BANNERS** The following regulations pertain to the display or posting of non-commercial signs, posters, banners and flags (hereinafter, collectively "Displays") other than those real estate and security company signs identified below (Item j):
- a) No commercial Displays of any kind are permitted.
 - b) Flags no larger than 3' x 5' shall be allowed. Flag poles may not be placed in common areas or mounted on any common wall or patio deck surface. Only one flag per residence. No flags, banners, or balloons will be allowed to advertise a residence for sale or lease. If a State or U.S. flag is flown it must be flown in accordance with the appropriate laws.
 - c) Displays cannot be made up of lights, roofing, siding, paving materials, flora, or any other similar building, landscaping or decorative component, or include the painting of any architectural surface.
 - d) Displays are permitted on an Owner's residential Unit/Lot. Displays are not permitted on or in any Common Area, automobile, truck, golf cart, or any other vehicle.
 - e) Displays that violate any local, state or federal law and/or adversely affect public safety, including traffic safety, are not permitted.
 - f) Displays must be maintained in good condition and any faded or torn Displays must be removed immediately.
 - g) Displays that do not conform to the foregoing regulations will be removed after notifying the homeowner.
 - h) Except for Association Displays, there shall be no other Displays whatsoever on Association Common Areas.
 - i) Permanent flagpoles are not permitted except as approved by the Architectural Committee.
 - j) An Owner may advertise a Lot for sale. When listing a home for sale, it is the responsibility of the actual homeowner, not the lessee, to inform the realtor of the sign ordinance and to advise them who to contact at the Management Co for the name of the sign co and the purchasing of the signs. Realtors should contact Board of Directors.
 - k) One (1) small security sign is permitted on a lot within two (2) feet of the home. No other sign or advertising device may be displayed on a Lot without the prior written consent of the Board of Directors.
- l)
- 11) **WINDOW COVERINGS** - Newspaper, paper, aluminum foil, sheets, blankets, cardboard, styrofoam or similar unsightly materials may not be used as window coverings. Installation of golf screens, solar screens and/or window tint/film may need approval prior to installation. Appropriate window coverings must be installed in all windows visible to the common area within ninety (90) days after close of escrow and are subject to approval of the Design Review Committee.
- 12) **HOLIDAY DECORATIONS** – Holiday decorations are encouraged and permitted. The design and quantity should be in good taste. All decorations must be removed within seven (7) days after the holiday.
- 13) **POOL/SPA DRAINAGE** to be drained in swales.
- 14) **GARAGES** - Garage doors must be kept closed except as temporarily necessary for personal purposes. Open garages cannot be left unattended. An exception is during the summer months, when doors may be kept ajar a distance of 1 to 2 feet to remove excess heat from garage. Garage doors must be kept in good repair, and may not have slots or openings for mail, pet access, or any other use that are visible from the street.
- a. Owner assumes all responsibility for repair, maintenance and replacement of garage doors.
 - b. Replacement of garage doors requires Architectural approval. If color or type is changed
 - c. Garages shall not be converted for living or recreational purposes, except for 3rd car garages with the proper city permits. No repair, maintenance or restoration of any vehicle is permitted except within an enclosed garage with the garage door is closed.
- 15) **ALTERATION OF RESIDENCES** - No Homeowner may alter any portion of a Residence or Lot, including the installation of exterior evaporation coolers, which in any way affects the appearance of said Residence or Lot without the express written consent of the Architectural Committee or the Board of Directors. This provision pertains to alterations performed by Owners other than the developer.
- 16) **ASSOCIATION'S INDEPENDENT CONTRACTORS AND EMPLOYEES**
- a. The Association's employees or independent contractors are agents of the Association as a whole and solely the Board of Directors provides their direction. Occupants shall not direct employees and independent contractors of the Association in their work.
 - b. The Board of Directors manages all independent contractors of the Association and any comments regarding their performance or demeanor should be directed in writing to the Association's Board of Directors.
- 17) **COMMON WALLS/FENCE** - Owners with a common wall have an equal right to use the wall, with the following provisions:
- a. Each Owner has exclusive right to use the interior surface of the wall facing the Residence;
 - b. Owners may not drive nails, screws, bolts or other objects more than half way through any common wall;
 - c. Owners may not interfere with the adjacent Owner's use and enjoyment of the common wall;
 - d. Owners may not threaten or impair the structural integrity of the common wall; and

- e. If any portion of the wall (other than the interior surface of one (1) side) is damaged by any cause other than the act or negligence of either party, it must be repaired or rebuilt at the relevant owners' expense.

18) **DELIVERIES, SERVICE/TRADES PEOPLE**

- a. Service/trades people who violate these Rules and Regulations, or who are found in areas other than those authorized, may be immediately removed from the Property and barred from future access to the Property. Service/trades people as agents and assignees of Owners are also subject to these Rules and Regulations.
- b. Inordinate Noise Work done by either an Occupant or service/trades people which could cause inordinate noise will be done only during the hours of 7:00 a.m. to 6:00 p.m., Monday through Sat, except when previously approved by the Board of Directors.

19) **LANDSCAPE AND MAINTENANCE RULES** – It is the Owner's responsibility to maintain their landscaping. Failure to do so, following notice to the Owner, may be maintained by the Association at the Owner's expense. Any unauthorized landscaping is subject to removal, following notice to the Owner, and any expense incurred in removal will be charged to the responsible Owner. Maintenance crews (with the exception of Occupants) are permitted on lots during the hours of 7:00 A.M. to 6:00 P.M., Monday through Saturday pursuant to the rules and ordinances of the City of Deer Park. Absentee owners are responsible for their lots being properly landscaped in accordance with the CC&Rs, Bylaws and landscape guidelines for the community and to ensure that all landscaping, including grass, trees, shrubs, and like are properly irrigated, trimmed and maintained. Weeds or other debris shall not be allowed to collect, and any dead vegetation or destroyed landscaping must be replaced immediately with the same type, or with ones that have been approved by the ARC. The location of replacement plants must be same as the location of the plants which are being replaced. No artificial plants or flowers are permitted in the front yard or common areas. All lots shall be maintained in a neat, clean, orderly, safe and attractive condition. Storm water swales need to be kept clean and maintained. In the event that a Lot is not properly maintained, the Association shall have the right, but not the obligation, to furnish the labor and/or materials necessary to clean, repair and/or maintain said Lot and to charge the Owner the costs as a Reimbursement Assessment after due process to the Owner.

20) **PETS**

- a. **GENERAL** Certain rules are necessary to ensure that pets maintained on the premises do not impose a nuisance or burden on other Occupants. Customary household pets may be kept provided they are not kept, bred or raised for commercial purposes and they are kept under reasonable control at all times.
- b. **LEASH REQUIREMENT** All pets must be controlled by a leash at all times when outside the Lot. Dog owners are also referred to City of Deer Park ordinances, which provide in part that dogs may not be permitted to run at large "unless the dog is securely restrained by a substantial leash not exceeding six feet in length and is in charge and control of a person competent to keep the dog under effective control." Unattended pets are not allowed to be tied up in the front or rear yard or patios at any time. All damage to the Common Area caused by any animal is the responsibility of the Owner. Pets are only allowed in the Common Areas and shall not be permitted to enter upon the Lot of any Owner without the prior permission of such Owner.
- c. **PET WASTE** Owners are responsible for any required clean up. Owners/Residents shall prevent their pets from soiling on any lots within the Community other than their own and on all Common areas and shall promptly clean up any mess left by their pets. After making a reasonable attempt to notify the Owner/Resident, the board may cause any pet found within the Common Areas in Violation of this Section "20" to be removed to a Pound or animal shelter under the jurisdiction of the City of Deer Park/County of Spokane, whereupon the Owner/Resident may, upon payment of all expenses connected therewith, repossess the Pet. Owners shall be fully liable and responsible for any damage, and/or disturbances, caused by their pets.

21) **VEHICLES AND PARKING**

- a. **GENERAL** While Mountain View Meadows is a private Community, Wa vehicle laws apply to all areas. Motorized vehicles (including golf carts and mopeds) are to be operated on the streets or on the property by a person having a valid vehicle operator's license. Wa law does not allow children to operate a golf car.
 - i. Speed limit within the complex is twenty-five (25) mph maximum
 - ii. The Association has the right to fine, specially assess for costs incurred in compelling compliance of these Rules and Regulations, take legal action and tow vehicles of those who violate the provision of this section.
 - iii. No blowing of horns, racing of engines, loud vehicle mufflers, loud car or golf cart radios or similar noise is allowed.
- b. **MOTORCYCLES** - Motorcycles and like vehicles are permitted in the Common Area for ingress and egress only and are to be parked in the garage at all other times. All motorcycles and like vehicles, as well as operators, must be licensed and insured in accordance with Wa law and the Department of Motor Vehicle Code.
- c. **VEHICLES**
 - i) As used in this Section, "conventional passenger vehicles" shall be defined to be station wagons, family sedans, compacts, SUVs, subcompacts, golf carts and similar passenger vehicles and pick-up trucks.
 - ii) As used in this Section, "recreational vehicles" shall include without limitation, trailers, boats, campers, trailer coaches, buses, house camp cars, motor homes, or any other similar type of equipment or vehicle.
 - iii) As used in this Section, "commercial vehicle" shall be defined as any vehicle with a sign displayed on any part thereof advertising any kind of business or on which trucks, materials, and/or tools are visible, or with a body type normally employed as a business vehicle whether or not a sign is displayed on any part thereof. The type of motor vehicle license plate shall not be material to the foregoing definition.
 - iv) "Temporary parking" shall mean parking for a short period of time for the purposes of furnishing services to an Owner or for loading and unloading purposes related to the Owner(s)' Lot. Temporary parking shall only be permitted during normal

business and the Association from time to time may identify construction hours as. There shall be no temporary parking overnight within any portion of the Community except for guests.

d) PARKING

- i) Any vehicle parked in violation of the Association's Governing Documents, including these Rules and Regulations, is subject to removal at owner's expense without notice.
- ii) All vehicles or other items parked or stored in violation of the rules will be subject to immediate tow away or such other action deemed necessary by the Board of Directors or the Property Manager. All costs incurred, including attorneys' fees, will be charged to the owner of the unauthorized vehicle and/or the Owner of the applicable Lot. The Association, acting through the Board of Directors, reserves the right to issue warnings, which may be written or verbal, and fines when appropriate, but the issuance of such warnings shall not constitute a condition prior to the removal of any vehicle, parked or stored or in violation. Fines may be issued, when appropriate without prior notice or warning.

There will be no parking as follows and will be subject to removal without notice at owner's expense:

- Blocking a driveway
- Vehicle abandoned on common area streets
- Red zones
- Facing wrong direction
- Impeding street sweeper on assigned street sweeping days
- Front of mailboxes that impedes mail delivery
- Vehicles doubled parked
- No parking on streets from 3 AM until 8 AM.

- i) Occupants' automobiles shall be parked in garages or driveways only. Garage doors may not be left open except as outlined herein.
- ii) On-street parking is limited to guest vehicles not to exceed 72 hours in one seven (7) day period. Exceptions to this rule require prior approval by the Board of Directors or Property Manager.
- iii) Overnight parking of commercial vehicles in the complex is prohibited, including on the driveway. Commercial vehicles may be parked within an enclosed garage out of view from the street.
- iv) Except for recreational vehicles parked within an enclosed garage, recreational vehicles may only be parked in the Community in front of an Owner's Lot (and not in front of any other Residential Lot) or, if it will fit, in the Owner's driveway for the sole purpose of loading and/or unloading such recreational vehicle prior to or after the use of such recreational vehicle for no more than 24 consecutive hours and no more than 48 hours in any thirty (30) day period of time.
- v) No inoperable vehicle, vehicle leaking fluid or commercial vehicle shall be permitted to remain upon any area within the Project in such a manner as to be visible from any street, common area or lot. The only exception is commercial vehicles used by residents for regular transportation; these vehicles should be parked in the garage. Variances must be requested and will be reviewed on a case by case basis and may not be granted. For purposes of this section commercial vehicles shall be defined to include with limitation all flat bed trucks; vehicles with utility boxes extending from cab to tail gate; vehicles with material hauling racks; hearses; vehicles with signs or marking of commercial nature; and/or vehicles used to carry tools and/or equipment of trade, inventory, or products for sale. Employees of Residential owners may not use community streets for daily parking.

22) RENTING/LEASING

- (a) All Lease/Rental Agreements for any residence/Lot within the Project shall be subject in all respects to the provisions of the CC&Rs, Bylaws, these rules and Regulations, and any other Association's Governing Documentation, and shall bind the Tenant/Lessee to same. Any failure to the Tenant/Lessee to comply with the foregoing shall be deemed a default; The owner shall immediately take all actions necessary to cure the default including, if necessary, eviction of the Tenant/Lessee. All owners leasing their lots shall promptly notify the manager/secretary of the association in writing of the names of all Tenants/Lessees and members of Tenant's/Lessee's family including their relationship to one another, occupying such lot, and of the address and telephone numbers where the Tenant/Lessee and such owner can be reached.
- (b) Owner shall be required to provide a copy of any signed lease/rental agreement to Association's Manager within seven (7) days of Tenant's/Lessee's occupation of the premises. No more than one family may occupy the same property. Owners are required to provide each tenant a copy of Governing Documents. (Copies may be obtained from the Board of Director for this purpose.)
- (c) *Each owner shall be liable to the Association for any damage to the Common Area/or to Association Rules may subject the Owner and/or tenant to disciplinary action under the terms set forth in the CC&Rs, Bylaws, these Rules & Regulations and any other Associations governing documentation.*
owned property which may be caused by owner, resident, tenant, lessee and/or guest. Failure of any tenant to comply with these.

- (d) No residence may be leased for a period of less than one hundred twenty (120) days. 6 months.
- (e) All lots must be properly maintained to include weeding, shrub trimming, and replacement of dead trees/plants, and lawn maintenance.

23) TRASH AND REFUSE

- a) Weeds, rubbish, debris, objects or materials that are unsanitary, unsightly or offensive are not permitted on the property. Driveways must be kept clean and free of oil and rust stains.
- b) Rubbish or storage containers, woodpiles, machinery, equipment and other unsightly objects are prohibited to be visible from the other Lots or the Common Areas.
- c) Rubbish containers may be placed temporarily for pick up not to exceed 12 hours before and after scheduled trash collection hours.

24) WATER FEATURES, STATUARY, ETC:

Such items must be approved by the Architectural Committee for installation in the front yard. It is required that water features be chlorinated and in working condition at all times. The committee reserves the right to limit the size and quantity of statuary in the front yard, as well as rear yards with view fencing. Statuary must not exceed twelve (12) inches in height, be of earth tones, and approved by the Committee.

- a) Water fountains are not allowed in front yards, only courtyards and backyards. If visible from common areas or other lots it shall require Architectural Review Committee approval prior to installation.
- b) All front yard decorations including, but not limited to (bird baths, urns, flower containers, pots, statues, etc.) SHALL require Architectural Review committee approval prior to installation.
- c) Artificial plants and flowers are not allowed to be visible from common areas or other lots.

25) USE RESTRICTIONS

PURPOSE: Residential Lot shall be used for residential purposes by the owner, resident, tenant and/or guests, except for home occupations.

HOME OCCUPATIONS: Home occupations shall mean any legal activity conducted by and Owner/Resident as and accessory use within his/her primary dwelling unit. It is intended that home occupations shall be limited to use of the interior of the home (such as through the means of computer, fax telephone, modem and reasonable mail) as set forth in the Associations' Home Occupation Policy and for not other purpose, i.e., the occupation shall not be visible from the exterior of the home, through any modification to the unit, or through the operation of said legal activity as it may relate to clients. A City permit is required for home operated businesses.

LOSS OR DAMAGE

The Association is not responsible for the loss of property belonging to owners, residents, renters and or guests, including but not limited to automobiles or for any loss or damage sustained by them on association property..