

# **RULES AND REGULATIONS**

## **FOR**

### **TOURAINÉ AT THE VINTAGE/VINTAGE 2**

Pursuant to Section \_\_\_\_\_ of the second amended and restated declaration and covenants, conditions restrictions, (“Declaration”), the Board of Directors hereby adopts the following Rules and Regulations.

#### **Touraine mission statement:**

Touraine at the Vintage is an open, multi-cultural & collaborative community that includes many types of families. We welcome and support all families, children, pets, senior citizens and cultural differences.

#### **1. APPLICATION**

- 1.1. The Rules and Regulations are established to protect the rights of all residents and to preserve the attractive, uniform appearance of all Properties. The Rules and Regulations shall be binding upon all owners, related parties and /or tenants occupying the homeowners lot, or family, employees, agents, visitors, licensees, invitees or house pets of any homeowner and all other persons claiming any interest in or using any part of the property, and which shall supersede any and all previously adopted rules on the same subject matter.
- 1.2. As provided in Section \_\_\_\_\_ of the Declaration, the Home Owners Association (H.O.A.) Board has the power to adopt Rules and Regulations from time to time for the effective administration of the Association and the property.
- 1.3. These rules and Regulations are intended to supplement the Declaration. Many of the terms used in the Rules and Regulations are defined in the Declaration. In the event that there is a conflict between the Declaration and these Rules and Regulations, the Declaration is controlling.

## **2. GENERAL RULES**

- 2.1. It is the responsibility of Homeowners to provide copies of these Rules and Regulations to all of their Tenants. Additional copies of these Rules and Regulations may be requested from the property management company.
- 2.2. Owner questions, comments or proposed changes for these Rules and Regulations shall be directed to the Board of Directors in writing only.
- 2.3. All communication in regards to the Rules and Regulations, or any Touraine business, will be between the Association, or H.O.A., and homeowners only. All Tenants who may have questions or concerns regarding the property of Touraine or the Rules and Regulations must communicate with their property owners who then will contact, through the proper channels, the H.O.A.
- 2.4. Changes to these Rules and Regulations will be disseminated to homeowners in accordance with the Declaration and state law.
- 2.5. No illegal activity shall be conducted on any of the properties at any time.

## **3. NOISE**

- 3.1. Due to the lay out of the Touraine neighborhood and the zero lot line homes, Homeowners, Tenants, Employees and Visitors, need be sensitive to the fact that there will always be noise. It cannot be expected that the neighborhood will be kept quiet at all times.
- 3.2. Per the City of Sammamish, quiet hours are between 10:00 p.m. and 6:00 a.m. If a homeowner, Tenant, Employee or Visitor feels this time frame is being violated they are requested to call the City and report their concerns. The Homeowner can also report such concerns to the property management company.
- 3.3. Residents shall exercise reasonable care in controlling noise levels so as to not disturb others. Musical instruments, stereos, televisions, car stereos, radios or similar equipment shall be kept at levels that do not disturb others.
- 3.4. Fireworks of any kind are prohibited in the City of Sammamish.
- 3.5. All move-ins and move-outs are prohibited between the hours of 10:00p.m. and 8:00a.m.
- 3.6. Pets and noise - please refer to Pet section of the Rules and Regulations.

#### **4. PARKING AND CARS**

- 4.1. The speed limit in Touraine should not exceed 15 m.p.h.
- 4.2. Parking on the sidewalks is prohibited per the City of Sammamish.
- 4.3. No major repairs or improvements of any vehicle will be allowed outside of a Homeowners garage. Minor repair work is allowed on the Homeowners driveway, but the vehicle must be garaged overnight.
- 4.4. Lot owners shall be held financially responsible for the cleanup of any oil, gasoline, anti-freeze, or other vehicle fluid spills coming from the homeowner or their guests' vehicles.
- 4.5. Due to very limited guest parking residents are required to utilize their garages and driveways as their primary parking spaces. No residents should park on the street if the garages or driveways are available.
- 4.6. Vehicles shall not be parked or stored on the streets of Touraine for more than 72 hours with out prior written approval from the H.O.A.
- 4.7. No Boats or trailers shall be parked on the street at any time unless they are properly attached to an operational vehicle. (Per the City of Sammamish.)
- 4.8. Any and all "Recreational Vehicles", (i.e. Boats, Jet skies, trailers, R.V.'s etc.) shall only be parked in a Homeowners driveway for 72 hours and must be pre-approved in writing from the H.O.A. These vehicles also must be legally licensed.
- 4.9. Vehicles of all kinds may not extend into the sidewalks.

#### **5. TRASH**

- 5.1. All garbage, recyclables and Yard Waste materials must be placed inside the appropriate containers only.
- 5.2. Garbage and debris containers must have lids tightly attached at all times when placed outside of garages to prevent scattering due to weather or animals.
- 5.3. Garbage containers, debris containers and recycle bins are to be put out and taken in within 24 hours of pickup, and must be otherwise stored in the garage at all times. At no time should garbage containers, debris containers and or recycle bins be kept outside.

## **6. COMMON AREAS/PARK AREA:**

- 6.1. No items may be left in the Community Park.
- 6.2. The Community Park is the responsibility and maintained by the H.O.A. Homeowners are responsible for any damage caused by themselves, their Tenants, Employee's or Guests.

## **7. PETS Please note that Touraine is a pet friendly community.**

- 7.1. Per the City of Sammamish, all pets shall be on a leash or carried whenever they are outside, unless they are in a fully fenced area.
- 7.2. Pet owners are responsible for any damage or injury caused by their respective pets, or guest's pets.
- 7.3. All pets living in the Touraine neighborhood must be properly licensed with King County.
- 7.4. Due to the properties being zero lot lines and the close proximity of yards, there shall be no kenneling, or "dog" runs for pets of any kind outside. This includes the back yard areas.
- 7.5. Statement from the King County web site regarding dogs and barking; "Dogs bark just as people talk. It is perfectly normal. Just as some people talk too much, some dogs bark too much. Excessive barking or barking at inappropriate times can be corrected. It is not reasonable to eliminate barking altogether. It is okay for a dog to sound the alarm by barking a few times." King County Code 11.04.230, paragraph J, defines the animal noise nuisance as: "Any domestic animal which howls, yelps, whines or barks or makes other oral noises in such a manner as to disturb any person or neighborhood to an unreasonable degree." City ordinances enforced by King County Animal Control have similar language.
- 7.6. No non-domesticated animals shall be allowed on any lot at any time.
- 7.7. Pet owners are required to pick up all yard waist immediately. Waist in back yards must be cleaned up within 72 hours.

## **8. OUTSIDE APPEARANCES**

- 8.1. Lawns and landscaping needs from the front porch to the street will be maintained by the H.O.A. unless a request, in writing, is received from the Homeowner or agent.
- 8.2. Any major changes to the front areas, such as removal of trees or shrubs must be approved by the association prior to removal. In addition, any replacement of shrubs or trees must be approved by the association.
- 8.3. There shall be no changes to any of the structures without written prior approval from the H.O.A. This would include, but not limited to all exterior painting, fencing, adding of decks, and any side or backyard structure. Location of air conditioning systems must have written prior approval from the H.O.A.
- 8.4. The H.O.A. is responsible for the up keep and appearance of the exterior of the buildings and the front area landscaping, (front area is from the front porch to the street. This does not include from the front porch to the back yard.) No shrubs or trees shall be removed without prior approval from the H.O.A.
- 8.5. It is the homeowner's responsibility to keep lawns, shrubs and all plantings from drying out and or dying. This would be in conjunction with the landscapers. This may require extra watering, weeding of dead plants etc. If lawns, shrubs or plantings die due to neglect from a homeowner, the homeowner may be responsible for the replacement of landscaping involved.
- 8.6. A reasonable amount of time must be given to the H.O.A. to review and make a decision in regards to all requests for outside property changes. The H.O.A. requests a minimum of 30 days.
- 8.7. Homeowners are responsible for the up keep of their back and side yards, if they choose to have the H.O.A. landscapers maintain these areas it will be at the Homeowners expense.
- 8.8. If at any time the side or back yards are considered by the association to be extremely unsightly (dead plants, debris, waist, foliage growing too close to building, etc) for any extended period of time, or a possible safety hazard the association may require the homeowner to restore the area or remove and dispose of any safety hazards.
- 8.9. Personal possessions shall not create unsightly or unsafe conditions.
- 8.10. No storage of any kind in the driveways will be allowed for more than 72 hours except for operable and legally licensed vehicles, trailers, boats etc.

- 8.11. No permanent basketball hoop shall be installed on any structure.
- 8.12. All recreational equipment must be brought into the homes or garages every evening. This would include, but not be limited to, basketball hoops, toys, bicycles, skateboards etc.)
- 8.13. Seasonal decorations must be removed within 30 days of the event or holiday. For the purposes of this rule, “seasonal decorations” include all religious holiday decorations.
- 8.14. All fencing is to be maintained by the Association.

## **9. Satellite Antennas/Cable**

- 9.1. There shall be no more than two (2) dishes at any time per home.
- 9.2. A satellite antenna is defined as an antenna that is one (1) meter or less in diameter designated to receive: (a) direct broadcast satellite services, (b) video programming services via multi-point distribution services, instruction television fixed services and local multi-point distribution services, or (c) television broadcast signals (collectively, “Permitted Antenna”).
- 9.3. When a dish is removed it is required that all hardware and wiring also be removed and the structure repaired to its original condition. This could include, but is not be limited to, wood repairs, painting and or siding replacement.
- 9.4. Placement of any Permitted Antenna must be on the rear of the lot. Such placement does not require prior H.O.A. approval. However, if an acceptable signal cannot be received from the rear of the lot, a Permitted Antenna may be placed on the side or front portion of the lot provided that **written notice** is given to the H.O. A Board prior to the installation of the Permitted Antenna. The H.O.A. Board may not withhold its consent if an acceptable quality signal cannot be received from the rear of the lot.
- 9.5. Installation is only permitted by a licensed contractor. No homeowner shall install their own equipment unless they are a licensed contractor or employee of a provider company.

## **10. Signs/Signage**

- 10.1. To keep a standard and consistent appearance all signage shall be governed by the H.O.A.
- 10.2. No signage of any kind shall be displayed on H.O.A. maintained property without prior written approval from the Board.
- 10.3. In regards to “For Sale or For Rent” signage; **seller** is responsible for any repair required due to postings and signage, this would include, but is not limited to, wood repair, lawn repair and painting. This responsibility falls on the buyer if the seller does not complete the repairs. The H.O.A. will not be responsible to repair any damage caused by signage in regards to sales or rentals.

## **11. Enforcement Procedures**

- 11.1. **Authority;** The Board of Directors is authorized and empowered to investigate, hear and determine all complaints concerning violations by Homeowners. (Tenants must forward any and all concerns to their Landlord.) Bylaws, Rues and Regulations or enforcement procedures (“Governing Documents”) or of any decision of the Board made as provided in the Governing Documents. The Board is further authorized and empowered to impose a fine as may be allowed herein in an amount not to exceed the maximum rate established by resolution of the Board on any person whom it finds to have violated the Governing Documents.
- 11.2. **Informal Dispute Resolution Preferred;** It is the intent of the Association that an informal process be encouraged prior to the initiation of a formal complaint against a homeowner or tenant of a home. To that end, any owner or agent of the Association has the authority to request that an owner, tenant of any home cease or correct any act or perform any omission which appears to be in violation of the Governing Documents or of any decision of the Board of Directors made as provided in the Governing Documents. The informal request should be made, either verbally at a Homeowners meeting, or in writing, prior to initiation of the formal complaint process.
- 11.3. **Written Complaint;** If the dispute or violation cannot be resolved informally then a complaint may be filed by any homeowner including a member of the Board, (referred to as the “complainant”). The complaint shall be signed by the complainant and shall contain a written statement of the problem necessitating the complaint setting out in simple and concise language the acts or omissions with which the alleged violator,

(referred to as the “respondent”) is charged. The complaint shall identify the specific provisions of the Governing Documents or decision of the Board, which the respondent is alleged to have violated. The written complaint shall state as many of the specifics as are available regarding time, date, location , nature of the violation, person or persons involved, etc. The NOTICE OF WARNING, INFRACTION AND/OR FINE form, attached hereto, may serve as the complaint.

11.4. **Service of Complaint;** Within 10 days of receipt of the complaint, the Secretary shall cause the NOTICE OF WARNING, INFRACTION AND /OR FINE form to be served upon the respondent, at the respondent’s registered address, if an owner, and at the home address if a non-owner is the occupant.

11.5. **Notice of Respondent’s Rights and Hearing;** If an appeal hearing has been requested, the Secretary or the Associations’ managing agent shall, at least 15 days prior to any such hearing date, serve upon the respondent and complaint a Notice of Rights and Hearing, which shall be in substantially the form attached hereto but may contain additional information as the Board may deem to be appropriate from time to time. Depending on the circumstances and in the Board’s sole discretion, the Board may independently require the matter to be set for a hearing to determine the validity of the alleged infraction(s) and the imposition of fine(s), if any.

11.6. **Default;** Failure of one party to appear at a scheduled hearing, where that party prior to the hearing has failed to show good cause why the hearing should be rescheduled, does not preclude the Board from proceeding with the hearing, receiving evidence from and hearing arguments by the other party and making a decision in the matter. Upon failure of the complainant to appear, the Board may, in its discretion, drop the matter.

11.7. **Hearing Procedure;**

11.7.1. **Conduct of Hearing;** The hearing shall be heard by the Board of Directors sitting as a Hearing Board. The respondent shall appear in person or by a duly authorized representative. The President, or in their absence the Secretary, shall preside over the conduct of the hearing and shall make any necessary evidentiary rulings. The

hearing shall be informal. At the beginning of the hearing the President shall explain the rules and procedures by which the hearing is to be conducted.

11.7.2. **Order of Proceedings;** The order of proceedings shall be as follows:

11.7.2.1. Each party to the proceeding is entitled to make an opening statement.

11.7.2.2. Each party is entitled to produce evidence, witnesses and testimony. The other parties are entitled to cross-examine any witnesses and the opposing party.

11.7.2.3. Each party is entitled to make a closing statement.

11.7.2.4. Any member of the Board may question any party or witness. The Board members may, on their own motion, call additional witnesses or secure tangible evidence.

11.7.2.5. Each party has the right to representation by counsel at his or her own expense.

11.7.2.6. Either party or the Board may cause the hearing to be transcribed at his or her own expense.

11.7.3. **Rules of Evidence;** Any relevant evidence which is not privileged is admissible regardless of whether the evidence is hearsay or otherwise inadmissible in a court of law.

11.7.4. **Assurance of Voluntary Compliance;** The Board in its discretion, in lieu of or in addition to calling the hearing, may accept a written Assurance of Voluntary Compliance from any respondent. Giving an Assurance does not constitute an admission that a violation has taken place. The Assurance may include a stipulation for payment by respondent to the complainant and /or the Association. From time to time, a person who has made an Assurance of Voluntary Compliance shall provide all information the Board reasonably requests to determine whether the respondent complies with the Assurance. The Board is not precluded from further action by its acceptance of the Assurance of Voluntary compliance in the event that the respondent violates the terms of the Assurance.

11.8. **Decision and Order.**

- 11.8.1. As soon as possible, but in no case more than thirty (30) days after the close of the hearing, the Board shall meet in executive session to deliberate and reach a decision. The decision of the Board shall be in writing and, if a violation is found, shall state the particular violation(s) found.
- 11.8.2. Upon a decision that a violation has occurred, the Board may order that the respondent shall do or refrain from doing any act necessary to cause the respondent to comply with the provisions of the Governing Documents and/or any decision from the Board. The order of the Board shall become effective ten (10) days after it is served on the respondent in the manner provided above, unless the Board otherwise provides in its order.
- 11.8.3. The Board may provide in its order for the imposition of a reasonable fine not to exceed the maximum amounts set from time to time by resolution of the Board. The fine may include a daily fine in the event that the respondent does not comply with the order of the Board, including the payment of the fine, within the allotted time. The Board may also provide in its order that the non-prevailing party shall reimburse the costs of the Association in connection with the proceeding. Any fine or charge so imposed by the Board shall be the personal obligation of the person against whom it is imposed, shall constitute a lien upon the home owned or occupied by the person, and may be collected in the manner provided in the Declaration in same manner as for assessments.
- 11.8.4. The decision of the Board shall be served on each party to the matter forthwith in the manner provided above. A copy of the decision and order shall be sent to the Secretary of the Association and shall be included in the books of the Association.
- 11.8.5. **Judicial Enforcement;** Failure to comply with a decision of the Hearing Board following notice of a violation and an opportunity for a hearing, shall be grounds for an action by the Association to recover sums due for damages, which shall include any fines levied by the Hearing Board and any costs incurred by the Association in connection with the proceedings before the Hearing Board, or for injunctive relief, or both, maintainable by the Association. In any action brought as provided in this Section, the prevailing party shall be entitled to recover as part of its judgment a

reasonable sum for attorney fees reasonable incurred in connection with the action, in addition to its expenses and taxable costs.

**Fine Schedule:**

<u>First violation</u> of any given rule, regulation or provision of the Governing Documents	<b><u>WARNING</u></b>
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<u>Second violation</u> of same rule, Regulation or provision of the Governing Documents	<b><u>\$25.00 fine</u></b>
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<u>Third violation</u> of same rule, Regulation or provision of the Governing Documents	<b><u>\$75.00 fine</u></b>
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For continuing violations, each and every day the violation continues shall be considered as a separate offense and will be subject to a fine of \$10.00 (ten dollars) per day.

**NOTICE OF WARNING, INFRACTION AND / OR FINE**

TO: \_\_\_\_\_, respondent

LOT: \_\_\_\_\_

This is to notify the respondent that the Association has received a complaint against the respondent concerning violation of the Governing Documents of the Association as follows (state with specificity the nature of the violation and the pertinent rule, regulation, etc.):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Check one or more of the following, as applicable:

This is your Notice of Warning. You have \_\_\_\_\_ days to either correct the infraction and/or remove the violating condition. If you fail to do so, then the Association will proceed with formal enforcement.

The respondent has previously been sent a Notice of Warning on, \_\_\_\_\_ 200\_\_ concerning the above stated infraction but has failed to correct the situation.

This is a Second Notice of Infraction(s), the respondent is assessed a fine of \$ \_\_\_\_\_ under the authority of the most recent resolution of the Board for fines to be imposed in the case of infractions. The fine [\$ \_\_\_\_\_ ] **is not a continuing fine.** (A continuing fine is one that can be imposed in the above stated amount for each and every day, month or other specified time period that the infraction that is the subject of this notice continues.)

This is a Third Notice of Infraction(s), the respondent is assessed a fine of \$ \_\_\_\_\_ under the authority of the most recent resolution of the Board for fines to be imposed in the case of infractions. The fine [\$ \_\_\_\_\_ ] **is not a continuing fine.** (A continuing fine is one that can be imposed in the above stated amount for each and every day, month or other specified time period that the infraction that is the subject of this notice continues.)

The respondent is assessed a fine of \$ \_\_\_\_\_ under the authority of the most recent resolution of the Board for fines to be imposed in the case of infractions. This fine **is a continuing fine. A continuing fine is one that can be impose in the above stated amount for each and every day, month or other specified time period that the infraction that is the subject of this notice continues.**

Imposition of the above fine is suspended for \_\_\_\_\_ days (no less than five (5) days). If the infraction is corrected within that time, then the fine will be rescinded.

The Board has set this matter for a hearing. See accompanying Notice of Rights and Hearing Before Board. At the hearing, the Board will decide the validity of the infractions(s) and fine(s) to be imposed, if any.

Right to Appeal – If this is other than a Notice of Warning, you have the right to appeal the action taken above to the Association’s Board of Directors. In such case, imposition of any fine imposed will be suspended pending determination of the appeal by the Board. If you wish to appeal, you must deliver written notice of the same to the Association’s Secretary or the Association’s Manager within fifteen (15) days after service or delivery of this Notice to the respondent. The request for appeal will not be deemed to have been delivered until actual receipt by the Association’s Secretary or the Association’s Manager.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

**NOTICE OF RIGHTS AND HEARING BEFORE THE BOARD**

RESPONDENT: \_\_\_\_\_

COMPLAINANT: \_\_\_\_\_

Please be notified that a hearing will be conducted before the Touraine or Vintage 2 Homeowners Association Board of Directors at \_\_\_\_\_ O'clock \_\_.m. on \_\_\_\_\_ day, \_\_\_\_\_, 200\_\_ upon the charges made by complainant attached to this Notice. In the event that you are not present at the hearing, a decision may be made against you.

You have the right to be present at the hearing and to be represented by counsel at your own expense. You are entitled to present any relevant witnesses or other evidence and will be given full opportunity to cross-examine any witnesses presented by the other party.

If any of the parties can show good cause as to why they cannot attend the hearing on the above date, they must submit a written request to the Board at least forty-eight (48) hours prior to the scheduled hearing date.

Failure to appear or to obtain an order rescheduling the hearing will constitute a 'default' as per the attached enforcement procedures and the Board may proceed with the hearing.

The respondent may admit to the complaint in whole or in part. In that event, the Board may hold a hearing as to any mitigating circumstances or to determine the appropriate penalty or may make a determination to waive the hearing and simply impose a penalty, if any.

DATE: \_\_\_\_\_

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Its Secretary