

**RULES AND REGULATIONS
OF
THE GROVE AT HARBOUR POINTE
Board Approved as of October 1, 2012**

The intent of the Rules and Regulations of The Grove at Harbour Pointe is to promote common sense and courtesy in the homeowners' actions and attitudes. They are not meant to limit conduct, but rather to respect the common interest of the property, to provide an avenue of relief for problems, and to serve as guidelines for harmonious community relationships. It is important to remember that in a community such as ours, each homeowner must respect the rights of all other homeowners.

I. UNIT

A. USE

1. The units are restricted to single-family residential use on an ownership, rental or lease basis. (Dec. 10.1)
2. Timesharing of units (as defined in RCW 64.36) is prohibited. (Dec. 10.1)

B. BURGLAR ALARMS Only silent alarm systems may be installed after May 15, 1995.

C. GLASS Each owner shall replace any broken glass in the windows or exterior doors of the Unit in a timely manner, and in any event within 10 days. (Dec. 10.3)

D. OCCUPANCY Occupancy in any unit shall be limited as follows:

One bedroom unit - two persons

Two bedroom unit - four persons

Three bedroom unit - five persons

Exceptions must have prior written consent of the Board.

II. GENERAL

A. Nothing shall be done or kept in any Common or Limited Common Area which will increase the rate of the insurance on the property without the prior written consent of the Board. (Dec. 10.5)

B. Nothing shall be done or kept in any Unit or in any Common or Limited Common Area which will result in the cancellation of insurance on any part of the property. (Dec. 10.5)

C. No tree or other flora shall be cut, pruned or removed from any Common Area at any time without prior written permission of the Board.

D. No destroying of property will be permitted in any Common or Limited Common Area.

E. No unsightly condition shall be permitted to exist to public view in or on the buildings or grounds. This includes:

1. No outside clotheslines.

2. No storage of inappropriate objects such as broken furniture, dead plants, bicycles, motorcycles, skateboards, roller-skates, toys or other unsightly objects.
- F. No blinds, draperies, under-draperies, or drapery lining visible from the outside of the Unit shall be other than white or off-white without the prior written consent of the Board. (Dec. 10.4)
- G. In order to preserve a uniform exterior appearance of the buildings, no painting, modifications or alterations to the exterior of any building, including screens, doors, arbors, trellises, fencing and awnings may be performed without prior written consent of the Board.
(Dec.10.4)
- H. Nothing shall be altered or constructed in or removed from any Common Area or Limited Common Area without the prior written consent of the Board. (Dec. 10.6)
Any changes to the landscaping or to any building will be required to be done pursuant to the Landscape and Architectural Guidelines.
- I. No sign of any kind shall be displayed to the public view on or from any Unit, Limited Common Area or Common Area without the prior consent of the Board except for approved for sale signs (Dec. 10.7)
- J. Littering and dumping of yard waste not permitted.
- K. No climbing of trees shall be allowed.
- L. Proper attention to fire and safety hazards must be observed at all times. It will be the owners/occupants responsibility to inspect SMOKE ALARMS and make sure they are always in working condition
- M. No air conditioning units, or other appliances, shall be placed on or from the exterior walls of the buildings, or be visible from outside the unit without prior written consent of the Board. (Dec. 10.4)
- N. Any damage to any Common Area or Limited Common Area caused by an owner, his/her guest, children, tenants, guest of tenants, etc., shall be the responsibility of the owner and shall be repaired at the owner's expense.
- O. The speed limit on all Association roads is 10 MPH.
- P. External Christmas decorations may be displayed only from November 24th through January 15th.
- Q. Porch lights shall be no color other than clear or white.
- R. **NO SMOKING PERMITTED THROUGHOUT THE GROVE COMPLEX** except inside units and garages. Preference is that doors and windows remain closed when smoking as a courtesy to the neighboring units. This means that on patios, parking areas, walkways, driveways and all common areas - smoking is prohibited. This means all occupants, guest and vendors. Fines will be assessed for violations of this.

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III. CAR WASHING

- A. A nozzle must be used on a hose while washing a car in order to conserve water.
- B. Car washing is only available for use by residents to wash their vehicles.

IV. PARKING

- A. Owner parking is limited to each unit's garage and driveway.
- B. Visitor parking spaces are not to be used by residents on a regular basis (not exceed 72 hours at any time without Board approval)
- C. Each owner is responsible for maintaining his/her driveway or parking space free of oil drips and debris. If it becomes necessary for the Association to have the space cleaned, the owner will be charged for the costs involved.
- D. Minor maintenance on a vehicle in the parking area must be completed within the same day it begins, and only during daylight hours.
- E. Parking stalls or driveways must be used only for parking of operational vehicles. These are designated as passenger cars, pickups, vans or motorcycles. Recreational vehicles shall not be considered as motor vehicles.
- F. Boats and trailers shall not be parked on the property.
- G. The Board may direct that any vehicle or other thing improperly parked or kept in a parking space or driveway be removed, and if it is not removed the Board may cause it to be removed at the risk and cost of the owner thereof. (Dec. 9)

V. PETS

- A. No more than three (3) dogs or cats may be kept in a unit.
- B. Any pet causing or creating a nuisance or unreasonable disturbance or noise may be permanently removed from the property at the discretion of the Board. (Dec. 10.8)
- C. Owners are responsible for promptly cleaning up the pets' excrement.
- D. Dogs will not be allowed on any Common Area unless they are on a leash. (Dec. 10.8)
- E. Cats must be under owner/occupant control at all times and garage doors must not be left open to permit animals from exiting units.
- F. Pet doors are not allowed

VI. GARBAGE CONTAINERS

- A. Containers shall be put away the same day as garbage is collected.
- B. Each owner is responsible for contracting with Waste Management for garbage and recycling collection.

VII. NOISE/DISTURBANCES

A. No noxious or offensive activity shall be carried on in any Unit, Limited Common Area or Common Area, nor shall anything be done therein which may be or become an

annoyance or nuisance to other owners or to the public. This includes noise and odors.
(Dec. 10.9)

B. Residents shall exercise extreme care in making noises or in the use of musical instruments, radios, televisions, and amplifiers that may disturb other residents.

VIII. ASSESSMENTS

Assessments are due on the 1st and delinquent on the 15th of each month. Assessments not paid when by the 15th shall be delinquent and assessed a late charge of \$25 plus interest at the rate of one percent per month on the outstanding balance. Assessments delinquent 90 days will be turned over to any attorney (with Board approval) or collection agency for collection, and the mortgagee of the Unit will be notified of the delinquency.

IX. LEASES

A. Any lease of a Unit shall have a minimum initial term of at least seven days
(Dec. 10.2)

B. Any lease or rental agreement must provide that its terms shall be subject in all respects to the provisions of the Declaration and the Bylaws and Rules and Regulations of the Association and that any failure by the tenant to comply with the terms of such documents, rules, and regulations shall be a default under the lease or rental agreement. (Dec. 10.2)

C. All leases and rental agreements shall be in writing. (Dec. 10.2)

D. Copies of all leases and rental agreements shall be delivered to the Association before the tenancy commences. (Dec. 10.2)

E. If any lessee or occupant of a Unit violates or permits the violation by his guests and invitees of any provisions hereof or of the Bylaws or of the Rules and Regulations of the Association, and the Board determines that such violations have been repeated and that a prior notice to cease has been given, the Board may give notice to the lessee or occupant of the Unit and Owner thereof to forthwith cease such violations, and if the violation is thereafter repeated, the Board shall have the authority, on behalf and at the expense of the owner, to evict the tenant or occupant if the owner fails to do so after Notice from the Board and an Opportunity to be Heard. (Dec. 10.2)

F. The Board shall have no liability to an owner or tenant for any eviction made in good faith. (Dec. 10.2)

X. ENFORCEMENT

A. Each owner, tenant or occupant of a Unit shall comply strictly with the provisions of the Declaration, Bylaws and Rules and Regulations of the Association, as the same may be lawfully amended from time to time, and with all decisions adopted pursuant to the Declaration, Bylaws, and Rules and Regulations. Failure to comply shall be grounds for an action to recover sums due, damages, or injunctive relief, or any or all of them, maintainable by the Board, the Association's managing agent on its behalf, or by the aggrieved owner.

B. The Board of Directors, to enforce the Regulations, may levy a monetary fine in the amount of \$25 for the first violation, and up to \$50 for a second violation. Subsequent violations will be subject to fines or other appropriate action at the discretion of the Board. Such fine(s) shall be added to the monthly maintenance fee for the first month following the violation, and shall be enforceable in the same manner as is provided for the enforcement of maintenance fees.

C. The Board may give written notice of the violation, and state a reasonable period of time for correcting the violation. If the violation is not corrected within the time stated, the Board can itself make the correction, and any costs incurred in connection therewith shall be imposed on the Unit owner and added to the monthly maintenance fee for the first month following the completion of the correction. Payment of such costs shall be enforced in the same manner as is provided for the enforcement of maintenance fees.

D. Prior to enactment of either B. or C. above, the Board will give the owner involved notice and an opportunity to be heard as follows:

1. The Board will give the offending owner written notice of a hearing before the Board or a specially appointed committee or representative regarding the proposed action or fine. The notice shall include the following:

- (a) A statement of the offense;
- (b) The proposed action and/or fine;
- (c) The date, time and place of the hearing; and
- (d) whether testimony of the owner must be oral, written or both.

The date of the hearing shall be at least five (5) days from the date the notice is delivered.

2. At the hearing, the affected owner shall have the right to give testimony as outlined in the notice, subject to reasonable rules of procedure established by the Board to assure a prompt and orderly resolution of the issue at hand.

3. Evidence presented at the hearing shall be considered in making the decision regarding fines or other enforcement action.

4. The affected owner shall be notified of the decision in the same manner in which notice of the meeting was given.

5. In addition, the Board can take any other legal action appropriate to remedy or penalize a violation of these Rules, the Bylaws or the Declaration.

6. In enforcing these Rules, the Board may delegate its function(s) including the determination of whether a violation has occurred, and the remedy therefore, to an agent including but not limited to a single, or group of, director(s) or officers, or the Property Manager.

LANDSCAPING RULES

While all landscaped and planting areas are considered Common or Limited Common Areas, owners are encouraged to beautify the planting beds adjacent to the entry way of their Units.

I. Annuals or perennials up to 24" high may be planted in existing beds at entry way without prior approval of the Board of Directors. All other changes to any landscaped area must be done in accordance with The Grove Landscaping Rules and must have prior written approval of the Board of Directors.

II. Once the approved work has been commenced, the owner will have 14 days to complete the project, with extended periods given for projects of above average scope or plans submitted with specific time phases.

III. Once in place, maintenance of the changed or added landscaping will be the responsibility of the owner. The Association will not maintain any such changes. Such maintenance includes weeding and clipping the plants and preparing flower pots and garden area for winter.

IV. If landscaped areas which are the owner's responsibility become unsightly, notice will be given to the owner by the Board of Directors allowing two (2) weeks to do all necessary maintenance work. If proper maintenance is not resumed within two (2) weeks after receiving notice from the Board, the Board will cause any such required work to be done. Any costs incurred in such work will be the responsibility of the owner. If a second notice is given in one season, the garden area will be returned to its original condition at the owner's expense, to be maintained by the Association.

V. Except as noted above, common landscaped areas are not to be disturbed. If any such area needs maintenance, advise the Property Manager.

VI. All outdoor flower pots, planters and hanging baskets must be planted with annual, or perennials and must be in good repair and well-maintained. That includes watering, fertilization, and trimming as needed. At the end of a blooming season, the dead foliage should be removed and the pots cleaned. No whiskey barrels or half-whiskey barrels are allowed as flower containers outside of any residence.

VII. Do not install any attachments or hangers into the buildings siding. Hanging baskets/containers may be hung under the eaves or porch areas. Owner is responsible for proper installation in this regard. Any resulting damage to the building will be repaired by the Association at the owner's expense.

VIII. Only living (not artificial) plants may be displayed on the property.

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IX. Garden statuary must have prior written approval of the Board of Directors and must be of concrete or a like material (plastic is not allowed).

X. No fences or screens are allowed. However, living privacy screens are permitted with prior written approval of the Board of Directors. When such a screen may have an impact on adjacent units, the owner requesting such approval may be requested to gain the consent of all those affected for such work to be done.

XI. Trellises are permitted with prior written approval of the Board of Directors.

A. Maintenance of trellis will be the responsibility of the owner.

B. If trellis becomes unsightly, notice will be given to the owner by the Board of Directors allowing two (2) weeks to do all necessary maintenance work. If corrective work is not accomplished within two (2) weeks after receiving notice from the Board, the Board may (1) cause any such required work to be done or (2) have the trellis removed. Any costs incurred in this regard will be the responsibility of the owner.

ARCHITECTURAL RULES

I. SCREEN DOORS

A. Screen doors may be installed with prior written approval of the Board of Directors. Any such door must meet the specifications on file with the Board or Property Manager.

B. Maintenance of screen doors is the responsibility of the owner.

II. WINDOW COVERINGS

No blinds, draperies, under-draperies, or drapery lining visible from the outside of the Unit shall be other than white or off-white without the prior written consent of the Board. (Dec.10.4)

III. AIR CONDITIONING UNITS

No air conditioning units, or other appliances, shall be placed on or from the exterior walls of the buildings, or be visible from outside the unit without prior written consent of the Board.

IV. PATIOS

Patios are an important area of each homeowner's condominium. Patios offer an extension of one's living space to the pleasure of the outdoors.

A. Patio expansion is allowed with prior written permission of the Board of Directors. The following details should be provided to the Board when requesting permission:

1. Name of contractor(s) to do work.
2. Anticipated commencement and completion dates of project.
3. Details of impact on landscaping.

B. Any patio expansion work must be done to the specifications on file with the Board of Directors.

C. Any and all expenses relating to the expansion of a patio are the responsibility of the owner and not the Association.

D. All contractors involved in the work of expanding a patio must be licensed.

E. Any permits required for the work are the responsibility of the owner.

F. Any landscaped areas disrupted during the patio expansion work must be restored within 10 days of completion of the concrete work, including drainage, plantings and irrigation.

G. Any modification made to the irrigation system must be done by the landscape maintenance contractor under contract with the Association.

H. During any work on the irrigation system, it is the responsibility of the owner to ensure that irrigation to other portions of the site is kept in operating condition at all times.

V. SATELLITE DISHES

Satellite dishes are permitted but do require the Board's approval before the installation and location thereof.