c/o MacPherson's Property Management 15831 NE 8<sup>th</sup> St., Suite 200, Bellevue, WA 98008 Phone: 1-888-584-4747 Fax: 425-562-0791

July 28, 2009

#### Dear Homeowner and Tenant:

As stated in Article 5, Section 5.4.12 of the Declaration, "the Board of Directors can adopt Rules and Regulations governing the maintenance and use of the Project and other matters of mutual concern to the Lot Owners ..."

Enclosed is a copy of the Outlook Ridge Rules and Regulations adopted by the Board of Directors and effective August 1, 2009. The Rules were created by condensing relevant portions of the Declaration. No rule is new and every member of this community has already agreed to abide by them when they purchased their home in Outlook Ridge. If you are currently renting your home, a copy has been sent to your tenant. However, if there is a change in tenancy, it will be your responsibility to provide a copy upon the signing of a new lease.

We are living in close association with our fellow residents and common courtesy dictates that our actions not infringe on the rights of other residents. These Rules are designed to ensure that each of us achieves the maximum enjoyment of our homes. Each member of the community, whether an owner, tenant or guest must abide by the standards of the community and comply with the Declaration, Bylaws and these Rules to promote harmony in the community.

Attached as an Addendum to the Rules is an Architectural Review form. It is mandatory this form is completed and submitted to the Architectural Review Committee (via the current management company) prior to making any exterior changes to your home as stated in both the Declaration and Rules and Regulations.

A copy of the approved fence detail is also attached as an Addendum to the Rules and Regulations. All fences of similar and/or like detail will be approved by the Architectural Committee however an application must be submitted for approval prior to beginning construction of the fence..

It is the Board's intention that these Rules will promote the safety, security, value and equity of our homes and help maintain the overall lifestyle created at Outlook Ridge.

The Outlook Ridge Board of Directors

## **RULES AND REGULATIONS**

Effective: AUGUST 1, 2009

### RULES AND REGULATIONS

Effective: August 1, 2009

#### I. Construction & Exterior Alteration or Repair

No construction or alteration to any home or Lot that is visible from any public street, Common Area or other Lot shall be initiated without the written approval of the Architectural Control Committee (ACC). This includes walls, rockeries, concrete slabs, additions, decks, awnings, detached structures, roofs, doors, paint color or any other change to the structure of your home or Lot. The ACC request form is attached and can also be downloaded on the website <a href="https://output/outpu

Homeowners must submit an ACC request no later than 30 days prior to the start of the project. Upon submittal, the ACC will review the request for quality of workmanship and materials planned, and for conformity and harmony of the external design with proposed or existing structures on the Lots, and for location of the building with respect to topography, finish, grade, elevation and building setbacks. The ACC will respond to each request in writing within 30 days.

Please see CC&R's (Article 6) for more specific guidance regarding this topic.

#### II. Maintenance of Lots

Each Owner shall keep their Lot (including front, back, and side yards), the parking strip adjacent to the Lot, and any structures on the Lot in a clean, attractive, safe, and sanitary condition. The front yard and flower beds shall be kept maintained, weeded, trimmed, edged, mowed, and watered and in keeping with the neighborhood appeal. Yards should be free of rodents and pests. Maintenance of the Lot shall be in compliance with all applicable governmental laws, rules, and regulations.

#### III. Rentals

Owners shall not rent or lease less than the whole Lot or home. This means that only one (1) rental agreement may be in place on a Lot, and sub-letting of rooms is strictly prohibited. Renting or leasing a home on a room-by-room basis is strictly prohibited.

Owners may not lease or rent their Lot for a term of less than six (6) months. All leasing and rental agreements must be in writing, and are subject to the CC&R's and these Rules. A copy of all lease and rental agreements must be on file with the Property Manager. Owners are also required to provide a copy of the CC&R's and Rules to their tenants. Owners are responsible for the condition of the home rented, as well as the compliance to Association rules by the tenant.

Any failure of the tenant to comply with the Rules may result in a fine or fines to the owner.

If payment of association dues or fines is not made by the owner, the Association has the right to collect from the tenant that amount of their rent that will cover these costs.

Please see CC&Rs (Article 7) for more specific guidance regarding this topic.

#### IV. Business use

Lots are for single family residential use only. No business shall be conducted on any Lot with the exception of such home occupations that are permitted by law, and are such that any goods, materials, or supplies associated with the business are kept inside the building on the Lot. No goods, materials, or supplies used in connection with any trade, service, or business are allowed to be visible outside of the building on the Lot at any time.

#### V. Parking

Without approval of the ACC, no recreational vehicles, commercial vehicles, construction or like equipment, motorcycles or trailers (utility, boat, camping horse or otherwise) shall be parked on the Lot or street in excess of 14 days per calendar year. ACC approval for parking of such vehicles will require suitable screening of the vehicle from view from the street.

No motor vehicle of any kind shall be parked on the street overnight. Exception is provided for the occasional parking of guests visiting a Lot owner so long as all other parking provisions are being observed.

No inoperable vehicle due to mechanical failure shall be parked on any driveway, street or right of way for greater than 72 hours. The board maintains the authority to decide, at its discretion, if any vehicle is obnoxious or undesirable to Lot owners and enforce this covenant.

Please see CC&Rs (Article 7) for more specific guidance regarding this topic.

#### VI. Antenna

No satellite dishes larger than one meter in diameter are permitted. Satellite dishes smaller than one meter may not be visible from the street unless placement of said satellite dish would unreasonably increase the cost of installation, unreasonably delay installation or would preclude the owner form receiving an adequate signal. Owners are encouraged to consult with the ACC prior to installation of satellite dishes.

#### VII. Fencing

No fences shall be erected without prior written approval of the ACC. All fences will be built to the standard set forth in the CC&R's. Fences shall be of wood, not to exceed 6 feet high

and can only be installed along the back and sides of a Lot, not to extend beyond the front line of the home. Only natural, semi transparent or solid stain may be used on fences. Consideration for surrounding colors and environment will be factors in approval of colors.

#### VIII. Garbage, Refuse, and Unsightly Conditions

No unsightly conditions are permitted to exist on any Lot. Unsightly conditions include, but are not limited to, garbage, refuse, rubbish, cuttings, litter, junk, broken or damaged furniture or plants, non-decorative gear, equipment, cans, bottles, ladders, trash barrels, hanging laundry, or other refuse.

Garbage, recycling and yard waste containers must be kept screened from view from the street and from the ground level of adjacent Lots and Common Areas unless placed in an attractive container. Garbage, recycling, and yard waste containers shall be placed on the street for pick-up no sooner than 24 hours prior to pick-up, and shall be promptly removed by the end of each scheduled pick-up day. At no time may garbage, recycling, or yard-waste containers be stored on the street adjacent to the Lot.

#### IX. Landscaping

All front yards must be fully landscaped within thirty (30) days of occupancy of the Lot. Back and side yards must be fully landscaped, in accordance with governmental rules and regulations, within 9 months of the purchase of the Lot unless a longer time is approved by the ACC. Landscaping of any Lot shall not cause drainage to be discharged onto another Lot, or adversely influence the effectiveness of a French drain on another Lot or shared between Lots.

Landscaping shall be maintained in a healthy and attractive condition. See "Maintenance of Lots" above for additional requirements.

#### X. Signs

No sign of any kind shall be erected, posted, painted or displayed to public view on any Lot except for political signs as allowed by law or one (1) "For Sale" or "For Rent/Lease" sign not to exceed 24 inches x 24 inches to advertise the Lot. No more than one (1) commercial security sign may be placed on any Lot. Commercial advertising is prohibited. All other signs except as described above shall only be displayed to public view after written approval of the ACC.

#### XI. Pets

No animals or reptiles of any kind shall be kept on any Lot except dogs, cats, and other indoor household pets. No animals may be kept for breeding or any commercial purposes. No Lot owner may keep more than two (2) dogs. Dogs must be kept so as to minimize

excessive noise from barking; otherwise excessive barking shall be considered a nuisance according to these rules. All animal enclosures must be kept in a clean, neat, and odor free condition at all times. All owners shall comply with all pet related governmental regulations and ordinances including leash and scoop laws. Food dishes shall not be left outside in a manner that attracts wild animals or pests.

#### XII. Temporary Structures

No temporary structure of any kind is permitted for use as a residence, including but not limited to; any trailer, shed, shack, tent, garage, or other out building. Any temporary structure present to support construction or moving must be approved with the ACC in advance.

#### XIII. Clothes Lines, Other Structures

No Clothes line shall be visible from the street or from the ground level of any adjacent Lot or Common Area. Clothes shall be tended and removed promptly.

#### XIV. Noise & Nuisance Odor

No noxious or undesirable thing or activity causing excessive noise or nuisance odor shall be permitted on any Lot. Homeowners shall be aware of and mitigate noise created from their premises or from their use of Common Areas. Owners shall comply with governmental rules and regulations regarding noise at all times. Noise including, but not limited to, voices, music, machinery or other sources shall not unduly distract from the peaceful use of the community, except as part of a larger celebration of holidays (e.g. 4<sup>th</sup> of July) or community events subject to ACC or Board approval.

The conduct of visitors, in or out of a home, is the responsibility of the owner.

The board, at its discretion, may require the cessation of the use of equipment or machinery causing unreasonable disturbance.

### **FINE SCHEDULE**

The Board will enforce the following fine schedule for violations of the Association's Governing Documents, including, but not limited to, the Declaration, Bylaws, Rules & Regulations, and any decision of the Board:

<u>1st violation</u>: Warning and/or up to \$25 fine, at the Board's discretion, unless otherwise provided in specific Rule.

**2nd violation of the same rule**: Fine up to \$50, at the Board's discretion, unless otherwise provided in specific Rule.

<u>3rd violation of the same rule</u>: Fine up to \$100, at the Board's discretion, unless otherwise provided in specific Rule.

<u>Continuing Violations</u>. Each and every day a violation continues shall be considered as a separate offense and will be subject to an additional fine of \$10 per day.

Fines are an assessment per Declaration §5.4. Late charges will be imposed for any fine delinquent over 15 days as provided in Declaration §8.5.

#### RULES ENFORCEMENT PROCEDURES

<u>Authority</u>. The Board of Directors is authorized and empowered to investigate, hear and determine all complaints concerning violations by any Owner, tenant or occupant of the Declaration, Bylaws, rules, 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.

<u>Informal Dispute Resolution Preferred</u>. It is the intent of the Association that an informal process be encouraged prior to the initiation of a formal complaint against an owner, tenant or other occupant of a Lot. To that end, any owner, tenant, occupant or employee or agent of the Association has the authority to request that an owner, tenant or occupant of any Lot 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 made as provided in the Governing Documents. The informal request should be made, either verbally or in writing, prior to initiation of the formal complaint process.

Written Complaint. If the dispute or violation cannot be resolved informally then a complaint may be filed by any Owner, tenant or occupant, including a member of the Board, or may be filed by an employee or agent of the Association (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 violation, persons involved, etc. The complaint shall also state the efforts which were made to resolve the matter informally. The NOTICE OF WARNING, INFRACTION AND/OR FINE form, attached hereto, may serve as the complaint.

Service of Complaint. Within ten (10) days of receipt of the complaint, the Secretary or the Association's managing agent shall cause the NOTICE OF WARNING, INFRACTION AND/OR FINE form to be served upon the respondent, at the respondent's address of record, if an owner, and at the Lot address if a non-owner occupant. Service of the NOTICE OF WARNING, INFRACTION AND/OR FINE shall be by leaving same with the respondent personally, by leaving same with a person of suitable age and discretion at the respondent's residence or by first class mail.

<u>Notice of Respondent's Rights and Hearing</u>. If an appeal hearing has been requested, the Secretary or the Association's managing agent shall, at least fifteen (15) days prior to any such hearing date, serve upon the respondent and complainant 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.

#### Decision and Order.

- (a) As soon as possible, but in no case more than ten (10) 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.
- (b) 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 of 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.
- (c) 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 Lot owned or occupied by that person, and may be collected in the manner provided in the Declaration in same manner as for assessments.
- (d) 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.

<u>Judicial Enforcement</u></u>. 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 reasonably incurred in connection with the action, in addition to its expenses and taxable costs.

Duly adopted by the Board of Directors on August 1, 2009.

President - Dale Main

## NOTICE OF WARNING, INFRACTION AND/OR FINE

то:	, respondent
LOT:	
respondent cond	o notify the respondent that the Association has received a complaint against the cerning violation of the Governing Documents of the Association as follows (state with ature of the violation and the pertinent rule, regulation, etc.):
Check one or mo	ore of the following, as applicable:
	s your Notice of Warning. You have days to either correct the infraction and/or ating condition. If you fail to do so, then the Association will proceed with formal
	espondent has previously been sent a Notice of Warning concerning the above stated as failed to correct the situation.
resolution of the continuing fine.	espondent is assessed a fine of \$ under the authority of the most recent e Board for fines to be imposed in the case of infractions. The fine [] is [] is not a (A continuing fine is one that can be imposed in the above stated amount for each and the or other specified time period that the infraction which is the subject of this Notice
	sition of the above fine is suspended for days (no less than five (5) days). If the rected within that time, then the fine will be rescinded.
	Board has set this matter for a hearing. See accompanying Notice of Rights and Hearing d. At the hearing, the Board will decide the validity of the infraction(s) and fine(s) to be

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 Outlook Ridge Homeowners' Association Board of Directors at O' clockm. onday,
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.
DATED:
Secretary or Association Manager

## OUTLOOK RIDGE ARCHITECTURAL REVIEW REQUEST

To: Outlook Ridge Homeowners Assoc c/o MacPherson's Property Manag 15831 NE 8 <sup>th</sup> St., Suite 200 Bellevue, WA 98008		Submitted Red Submittal Ford	ceived:/ warded:/	J J
From:		Submitted:		
				First Submittal: $\square$
Telephone #:				Re – Submittal: □
Subject of Request: (Note: If you	are painting your home	e, you must provide	paint samples	with your
application).		,		,
Description or Other Comments:	Ву:		Date:/_	
Attachments:	□ Sketch □	Plans 🗆 O	ther	
Architectural Review Committee Comments:	Ву		Date:	<i>J</i>
☐ APPROVED ☐ APPROVED A	S NOTED   REVISE	AND RESUBMIT	NOT APPROVE	D
A		ass with local buildi	ing sados and re	astrictions or other

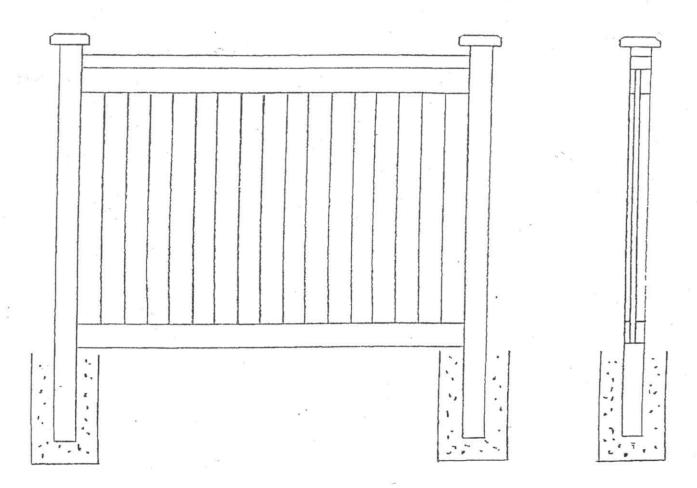
Approval does not relieve the homeowner from compliance with local building codes and restrictions, or other errors and omissions.

Please keep a copy of this submittal, and any attachment, for your records

# FULL PANEL

STYLE CEDAR FENCE

Fence Height	6'	
Post Size	4x4 Pressure Treated	_
Board Size	1x4x6' Cedar	_
Cap	1" Cedar	
Stringer	2x4 Cedar	-
Top Cap Board	2x4 Cedar	
Trim	1x4 Cedar	
Post Spacing	8' Maximum	
Post Depth	8" Diameter and 24" Deep	



FRONT VIEW

SIDE VIEW