SERAMONTÉ HOME OWNERS ASSOCIATION

RULES AND REGULATIONS



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SERAMONTE' HOMEOWNERS ASSOCIATION

RULES AND REGULATIONS

The following are the Rules and Regulations ("Rules") adopted by the Board of Directors of the Seramonte' Homeowners Association pursuant to the authority granted to the Board.

We are living in close association with our fellow residents and common courtesy dictates that our actions do not infringe on the rights of other residents. These Rules are designed to ensure that each of us achieves the maximum enjoyment and maximum property values of our homes. Each member of the community, whether owner, tenant, or guest, must abide by the standards of the community and comply with the Declaration, Bylaws and these Rules and Regulations. Adherence to the Rules will help to promote a "good neighbor" atmosphere within the community.

All Owners can obtain copies of the governing documents, financial information, minutes of Board Meetings or any other pertinent information through the community at the Seramonte' Homeowners Association Facebook page (http://www.facebook.com/groups/1656905501259413) or by contacting any member of the Seramonte HOA Board of Directors.

APPLICABLE GOVERNING DOCUMENTS ARE:

Declaration of Covenants. Conditions & Restrictions:

(Referred to in this document either by use of either "Declaration" or "CC&Rs")

Contains the rights and responsibilities of each member and the responsibilities of the HOA to its members. Information about architectural restrictions, property use restrictions, property maintenance standards, and more. This document is filed with the State of Washington.

Bylaws:

Describes the technical rules for running the Board of Directors and Annual Meetings, and procedures for things like voting, the election of directors, and term limits.

Rules and Regulations:

Details how the CC&Rs are interpreted and implemented. Does not get filed with the state.

All Owners receive initial copies of the Declaration and Bylaws at the close of escrow. With adoption of these Rules and Regulations, a copy of it will also be provided to new Owners at the close of escrow.

Each Owner is fully responsible for the compliance of their family members, guests, tenants, and other occupants of the Owner's home while they are within the boundaries of Seramonte'.



ARTICLE 1.0 COMPLAINT PROCEDURE AND ENFORCEMENT

- 1.1 The Board of Directors has the authority to enforce the Rules. Please notify a Board member in writing if there is a problem. The Board has the authority to take Rules enforcement action consistent with the Due Process Rules Enforcement Procedures, (Appendix A, attached) including contacting violators to seek compliance and issuing warnings.
- 1.2 Homeowners are responsible for the conduct of all members of their family or household and for the conduct of their tenants and guests and each homeowner and tenant are jointly and individually financially responsible for any damage done to property of other owners by any members of their family or household, their tenants or their guests. Both the Homeowner and a non-owner violator may be penalized for violation of the Rules. Penalties assessed against the Homeowner shall be collectible as delinquent assessments.
- 1.3 Enforcement of the provisions of the Declaration, Bylaws, and Rules and Regulations shall be done in accordance with Due Process Rules Enforcement Procedures which may be adopted and amended from time to time and may be part of the Bylaws or the Rules.



ARTICLE 2.0 **DELINQUENCIES**

- 2.1 "Assessment" means all sums chargeable by the Homeowners Association against a Residence, including, without limitation, (a) general and special assessments for Common Expenses, (b) fines or fees levied or imposed by the Association; (c) interest and late charges on any delinquent account, and (d) costs of collection, including reasonable attorneys' fees, incurred by the Association in connection with the collection of a delinquent Owner's account.
- 2.2 In addition to late fees for failing to pay Assessments on time, as set forth in Article 11 below, an administrative fee of \$25.00 will be assessed against any account which is 60 days past due. This fee may be applied in each subsequent month during which the assessments are unpaid.
- 2.3 Unpaid fines and fees still outstanding at time of closing on the sale of a home will be collectible as part of escrow on that sale.



ARTICLE 3.0 EXTERIOR CONDITIONS

- 3.1 In order to preserve the uniform appearance of the community, the Board of Directors will have the sole authority over approving the following:
 - 3.1.1 Modifications to the exterior of existing elements and structures, including but not limited to:
 - · Painting (including exterior stain) and paint colors
 - Exterior lighting fixtures
 - · Storm or screen doors or windows
 - Front doors
 - Storage sheds
 - Clotheslines
 - Antennas (except for a "Protected Antenna" as defined by the provisions of 47 C.F.R. § 1.4000 ("FCC Rule"))
 - Satellite dishes (except for a "Protected Antenna" as defined by the provisions of 47 C.F.R. § 1.4000 ("FCC Rule"))
 - Play structures
 - Exterior sculptures and fountains
 - Landscaping
 - Fences
 - Decks
 - · Patios and patio additions
 - Sidewalks
 - Temporary structures
 - Hot tubs
 - Driveways
 - Solar Panels
 - Garage doors
 - 3.1.2 Placement or posting of any object on the exterior of any home or common area such as signs or flags, (excluding the American flag). All flags (including the American flag) shall be displayed only on removable poles. No flags or signs are allowed to be permanently attached to a building.
 - 3.1.3 Planting or removal of trees or shrubs from front yard landscaping

There are restrictions related to the alteration of trees and shrubs, including any alteration of the common areas and facilities, and require prior Architectural Control Committee (ACC) approval from the Board of Directors. The ACC process is as follows:

1. Submittal of a completed ACC form to the Association Board



- 2. Up to 30 days for review by ACC Committee and/or Board. Review may require additional information from homeowner.
- 3. Written approval or denial of the request
- 4. Modifications may commence upon receipt of written approval
- 5. Project should include start and end dates to obtain board approval.

 Beyond a grace period not to exceed 10 percent of the project time for completion as submitted and approved by the ACC and the Board, fines will be levied per the fine schedule listed in Article 11 below.
- 3.2 Streets, sidewalks, and other portions of the common areas and facilities designed for access shall be used exclusively for normal ingress and egress and no obstructions shall be placed therein unless permitted by the City of Auburn or the Board of Directors.
- **3.3** Littering is prohibited.
- 3.4 Nothing may be placed on or hung-over fences or railings.
- 3.5 No accumulation of garbage, waste, paper, boxes, garbage cans, appliances or other inappropriate items shall be placed or stored where visible to others. When kept on the premises, common flammable materials such as propane, lawnmower gasoline, etc., must be safely stored in appropriate containers in amounts no greater than that considered to be normal household usage.
- 3.6 No exterior clothesline shall be erected or maintained and there shall be no drying or laundering of clothes, blankets, beach towels, etc. where visible to others.
- 3.7 Except as specifically provided in this Section, no signs, pictures or posters of any kind shall be displayed to the public view on or from any home or from the common areas and facilities without the consent of the Board of Directors. This does not extend to small political signs, not to exceed 10"*12", which may be placed for up to 30 days prior to an election or event, and which must be removed within 2 weeks of such election or event.

Homeowners are allowed one sign within 10 feet of the front door displaying the name of their security company.

3.8 Seasonal decorations may be installed up to 4 weeks prior to the primary day of celebration for that season and must be removed within two weeks of that day. The Board has the right to limit any decorations.



- 3.9 Outdoor play equipment may not be left in front yards indefinitely. Notably, large items such as portable basketball hoops must be kept stored out of sight when not in use.
- 3.10 An Owner or Resident may conduct business activities within the home so long as:
 - 1. The existence or operation of the business activity is not apparent or detectable by sight, sound or smell from the outside of the home;
 - 2. The business activity is consistent with the residential character of the Plat Community and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Plat Community, as may be determined in the Board's sole discretion;
 - 3. Any goods, material or supplies used in connection with any trade, service or business, wherever the same may be conducted, be kept or stored inside any building on any Residences and that they not be visible from the exterior of the home;
 - 4. The business activity is otherwise allowed by applicable law; and
 - 5. The business activity does not involve regular visitation to the Residence or door to door solicitation of residents of the Plat Community.

Nothing in this Section 3.10 shall permit (a) the use of a Residence for a purpose which violates law, regulations, rules or applicable zoning codes or (b) activities that cause a significant increase in neighborhood traffic, or (c) modification of the exterior of the home. Any business, trade, home occupation or similar activity must comply with the requirements of the Auburn Municipal Code.

- 3.11 Satellite Dish Policy: A satellite dish (except for a "Protected Antenna" as defined by the provisions of 47 C.F.R. § 1.4000 ("FCC Rule")) may not be installed without written approval of the Board of Directors. Satellite dishes may be installed under the following conditions:
 - 1. Satellite dishes must be gray in color.
 - 2. A satellite dish may not exceed one meter in diameter.
 - 3. Satellite dish must not be visible from the street.
 - 4. All satellite dishes must be installed in a location approved by the Board. Before scheduling an appointment for installation, Residence Owner must complete and submit to the Association an ACC Request Form and obtain approval for the installation from the Association. The Residence Owner will be solely responsible for any and all personal injuries and property damage arising either in connection with or as a result of the installation and use of a satellite dish system. The Residence Owner shall indemnify and hold the Association harmless against any and all claims, lawsuits, losses, liabilities or expenses of any kind or nature whatsoever (including attorneys' fees and costs) arising as a result of any such personal injuries or property damage.

*The foregoing rules will be deemed automatically modified as necessary to comply with federal law



ARTICLE 4.0 MAINTENANCE

- **4.1** Yard maintenance
 - 4.1.1 The Declaration for the Seramonte' community provides that each homeowner will maintain his or her front and rear landscaping and fencing, and the sidewalk and planter strip adjacent to the Owner's respective Lot. Front and back lawns shall be kept healthy and mowed, bushes trimmed, flower beds weeded.
- 4.2 Home Exterior Maintenance
 - **4.2.1** Home and fence paint and stain shall be kept in good condition. Chipped or flaking paint and faded stain are not allowed.
 - 4.2.2 Roofs shall be kept free of moss.
 - **4.2.3** Fences shall be kept in good repair.



ARTICLE 5.0 INSURANCE

- 5.1 Each homeowner is responsible for obtaining at his or her own expense, insurance covering his or her Lot, including all improvements thereon and all personal property located therein.
- 5.2 No homeowner or occupant shall permit anything to be done or kept in the homes or in the common (or limited common) areas and facilities which will increase the insurance premiums of the Association or result in the cancellation of such insurance on any home or in part of the common areas and facilities, without the consent of the Board of Directors.



ARTICLE 6.0 NOISE AND OFFENSIVE ACTIVITIES

- 6.1 Quiet hours are from 10:00 PM to 8:00 AM seven days a week.
- 6.2 Major construction and remodeling activities shall be carried on in the Seramonte' community only between the hours of 8:00 AM and 8:00 PM, Monday through Friday, with limited construction noise and activity on Saturdays & Sundays.
- 6.3 Holiday celebrations: Use of fireworks will need to follow Auburn, State, and Federal laws and, if allowed by law, can only be used between the hours of 8:00 AM and 10:00 PM on the day of the holiday.
- 6.4 No rubbish or debris of any kind shall be dumped, placed, or permitted to accumulate in any portion of the community except in appropriate containers and locations provided for its collection.
- 6.5 No Owner shall operate any machines or equipment in any manner which, in the judgment of the Board, causes an unreasonable disturbance to others. Consideration for neighbors should be top of mind before using any unmuffled gas powered equipment.
- 6.6 The conduct of visitors, in or out of a home, is the responsibility of the Owner.

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ARTICLE 7.0 PARKING/VEHICLES

- 7.1 To maintain parking availability, all residence Owners shall park their vehicles in their driveway and garage. No driveway shall have any storage containers or sheds. If an emergency requires such containers, the resident will submit the request, with a timeline, to the ACC board for approval.
- 7.2 All vehicles parked in the Community shall bear valid license plates and tabs.
- 7.3 No motor rebuilds; bodywork or major vehicle repairs shall be done on the property except in enclosed garages. Owners shall be responsible for cleaning any oil drips on their driveways as soon as possible within 30 days of notification.
- 7.4 Other than operative passenger motor vehicles, no equipment, mobile homes, trailers, commercial trucks, full-sized vans, campers, boats, RV's, jet skis, or other motorized vehicles, shall be parked, kept, maintained, placed, constructed, remodeled, reconstructed or repaired in any driveway or along any drive lane of the community for more than 48 hours (2 days). The Board of Directors may require removal by the Owner of any improperly parked vehicle, inoperative or unsightly vehicle, and any other equipment or items improperly stored on the drive lanes of the community. If the same is not removed, the Board may cause removal at the risk and expense of the Owner.
- 7.5 Speeding and unsafe driving is prohibited on the private driveways of the Association.
- 7.6 The Board of Directors may require removal by the Owner thereof of any improperly parked vehicle, inoperative or unsightly vehicle, and any other equipment or items improperly stored in the common areas. If not removed, the Board may cause removal at the risk and expense of the Owner thereof.
- 7.7 Curbside parking is restricted for use in parking of operative passenger motor vehicles. Parking areas may not be used for storage of any kind.
- 7.8 Owners and tenants are reminded of the City of Auburn parking regulations that restrict parking within 20 feet from a corner and 5 feet from any driveway. In addition, parking along the curb containing the community mailboxes is restricted during mail delivery hours to allow mail delivery to occur unimpeded.

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ARTICLE 8.0 PETS

- 8.1 All leash and scoop laws apply.
- 8.2 Dogs must always be on a leash or in the arms when not in the home or back yard. Dogs may not be left unattended and tied outside a home, on patios or any part of the common areas in homeowner's absence.
- 8.3 Pet owners shall immediately clean up and remove any defecation or waste created by their pet. Damage caused by pets to common areas or facilities may be assessed to the homeowner.
- 8.4 Well-behaved domestic pets are allowed; however, pet owners are responsible for their pets. Residents must take all care required to ensure that their pets do not disturb other residents by creating a nuisance or excessive noise or by threatening or assaulting other residents or their pets.
- 8.5 Residents keeping a pet are jointly and individually responsible for any damage which their pet may do to the property of another Owner. Damage done by a pet to the property of another Owner is a matter strictly between the pet owner and the person whose property is damaged.
- 8.6 There shall be no breeding of animals for commercial use on the premises.
- 8.7 The Board of Directors may require the removal of any animal which the Board, in exercise of reasonable discretion, finds disturbing other homeowners unreasonably or if the Owner continues to violate the Rules concerning pets, and may exercise the authority for specific animals even though other animals are permitted to remain.



ARTICLE 9.0 SERAMONTE' ASSOCIATION PARK

- 9.1 The park at Seramonte', designated as Tract C on the Seramonte Plat, recorded under King County Recording No. 20051213000172, Volume 232, Page 004 of Plats (the "Seramonte Plat"), has been designated by the City of Auburn as a private park. The park is owned by the Seramonte' Homeowners Association and maintained by the Seramonte' Homeowners Association, per a Private Maintenance Agreement.
- 9.2 Maintaining the park and keeping it free of rubbish is a community responsibility and expense.
- 9.3 The Native Growth Open Space Tracts, designated as Tracts B and B1 on the Seramonte Plat, are for the benefit of the Lot owners. Vegetation within these tracts may not be cut, pruned, covered by fill, removed, or damaged by any Lot Owner, and are subject to all other restrictions set forth on the face of the Seramonte Plat.



ARTICLE 10.0 RENTALS

10.1 The Declaration contains the following provision regarding the lease of a Home:

Any lease or rental agreement of a residence within a Lot shall be in writing and must provide that its terms shall be subject in all respects to the provisions of the Declaration, 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. If any lease does not contain the foregoing provisions, such provisions shall nevertheless be deemed to be part of the lease and binding upon the Owner and the tenant by reason of their being stated in this Declaration. All leases and rental agreements shall be in writing and shall be for an initial term of not less than one year. Leases of only a portion of a Lot or residence are prohibited. No lease may be assigned and no residence may be subleased. Copies of all leases and rental agreements (in a form acceptable to the Board) shall be delivered to the Association upon request. Any cost or expense to the Association, or any penalty or sums assessed by the Association or Board resulting from any violation of the Declaration, Bylaws, or Rules and Regulations hereunder may be assessed against the Lot as a common expense and collected as provided in the Declaration or Bylaws. In the event a lessee/tenant of a Lot fails to comply with any provisions of the Declaration, Bylaws, or Rules and Regulations, then in addition to all other remedies which it may have, the Board shall notify the Lessee/Tenant and Owner of such violation(s) and demand that the same be remedied through the Tenant and/or Owner's efforts within fifteen (15) days of such notice, unless the Owner or Tenant requests Notice and Opportunity to be Heard, under the Due Process Procedures set forth in Appendix A below.

Upon a finding against the Tenant/Lessee, if the violation is thereafter repeated, the Owner shall be required to take actions to remedy the violation, including all steps necessary to evict said lessee on account of such violation(s), in compliance with Washington's Residential Landlord-Tenant Act. If Owner fails to take such actions to within a reasonable time, the Board shall have the right, but not the duty, to institute and prosecute such action as attorney-in-fact for the Owner at Owner's sole cost and expense. All costs and expenses, including reasonable attorneys fees, incurred in connection with any action by the Association or Board hereunder, shall be due and payable by Owner on demand by the Association or Board. The Association or Board may levy an assessment against said Owner's Lot for all such costs and expenses, including reasonable attorneys' fees and may be enforced by the Association in the same manner as set forth for the collection of Assessments and common expenses. The Board shall have no liability to an Owner or tenant for any eviction made in good faith. Other than as stated in this Section, there is no restriction on the right of any Owner to lease or otherwise rent his residence.

- 10.2 Owners renting or leasing their home must provide their tenants with a copy of all Rules and Regulations of the community. Owners will be notified of tenant's failure to comply with the Rules and will be held financially responsible for any fines assessed for violations of the Rules by their tenants or their tenant's guests. Owners will also be held financially responsible for costs incurred for any damage caused by tenants or their guests to any area of the common area of the community.
- 10.3 Owners shall provide the names, contact information, and vehicle identification information of their tenants to the Board of Directors. Additionally, Owners shall provide their own off-site contact information to the Board of Directors.
- 10.4 If an Owner fails to evict a tenant who is in continuing violation of the Rules, the Board of Directors may take appropriate action to do so and charge the Owner for the expenses incurred.



ARTICLE 11.0 ENFORCEMENT AND FINE SCHEDULE

- 11.1 Each owner, tenant, family member, and other occupant of a Lot shall comply strictly with the provisions of the governing documents and with all decisions of the Board adopted in the manner authorized and required in the Governing Documents. Failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintained by the Board acting through its Officers on behalf of the Owners, or by an aggrieved Owner on his own, and shall also be grounds for the imposition of fees, penalties, and/or damages assessment(s) against particular Lots. The fee schedule for general violations is set forth in subsection 11.3 below.
- 11.2 The Board or any Managing Agent shall exercise its business judgment in determining what actions to take in the enforcement of the Governing Documents (per the Due Process procedures in Appendix A below). The failure of the Board or Managing Agent in any one or more instances to insist upon the strict performance of any of the terms, covenants, conditions or restrictions of the Governing Documents, or to exercise any right or option contained in the Governing Documents, or to serve any notice or to institute any action, shall not be construed as a waiver or relinquishment for the future of that term, covenant, condition or restriction, but the term, covenant, condition or restriction shall remain in full force and effect.
- 11.3 FEE/FINE SCHEDULE. In an effort to protect the owners, residents, and common elements of the condominium, the Board has adopted this schedule of fees and fines. It is included here as a quick reference tool for owners and residents.

FEES	
Monthly Assessment Late Fee	\$15
Returned Check Fee	\$35
Transfer Fee	\$100
Resale Certificate Fee	\$275

FINES	
1 st Notice of Violation	None
2 nd Notice of Violation	\$25
3 rd Notice of Violation	\$75
Subsequent Notices of Violations	\$200



- 11.3.1 Fines assessed shall be collectible as delinquent Assessments. The receipt by the Board or the management of any assessment from an Owner, with knowledge of any breach shall not be deemed a waiver of that breach, and no waiver by the Board of any provision of the Governing Documents shall be deemed to have been made unless expressed in writing and signed by the appropriate officers on behalf of the Board.
- 11.3.2 Monthly assessments become due and payable on the first day of each month, and are delinquent on the tenth day. Any assessment or installment that remains unpaid for 10 days after the due date thereof shall be delinquent and assessed a late charge and interest at the rate of one percent per month on the outstanding balance. Assessments delinquent 90 days may be turned over to an attorney or collection agency for collection and the mortgagee of the dwelling may be notified of the delinquency.
- 11.3.3 Fines may, at the discretion of the Board, be charged in addition to enforcement fees and cost reimbursement for damage repairs, if any. Monetary fines may be levied in the amount of \$25 for the second notice of a violation, \$75 for the third notice for a violation and \$200 for subsequent violations. Other appropriate enforcement actions may be taken at the discretion of the Board. Such fine(s) shall be added to the monthly assessment for the first month following the violation and shall be enforceable in the same manner provided for assessments.

ADOPTION:

SERAMONTE' HOMEOWNERS ASSOCIATION

Title: <u>HOA President</u>
Printed Name:
Signature:
Dated:
Title: HOA Secretary
Printed Name:
Signature:
Dated:



APPENDIX A - DUE PROCESS & PROCEDURES

Procedures for resolving Complaints

This procedure establishes a way to provide a fair and meaningful system for deciding whether the Governing Documents have been violated and what consequences should be imposed in response to a violation.

How to File a Complaint

A formal complaint must be submitted in writing or via e-mail. Send the complaint to a member of the Board of Directors. Alternatively, if the Board may on its own become aware of a violation of the Governing Documents.

The Board of Directors will Resolve Complaints

Once the Board of Directors receives a complaint or otherwise becomes aware of a violation, they will meet to first determine if the issue is within the scope of their powers to resolve. The Board has jurisdiction when there is an accusation of a violation of the Declaration, Bylaws, or the Rules and Regulations. The Board may decline to address any complaint that does not involve a violation of the Declaration, Bylaws, or the Rules and Regulations.

Fact Finding

After deciding that the Board does have jurisdiction concerning a complaint, notice in writing will be sent to the party accused of a violation to notify the accused of the lodged complaint or the violation of which it becomes aware. "In writing" may include electronic mail transmission to owners or tenants who have consented in writing or by electronic transmission to receive electronic notices and have provided an electronic address to which notices should be sent. The Owner against whom a complaint has been lodged or whom has been accused of a violation may, upon receipt of such complaint or violation that is accompanied by a fine or assessment for damages, pay any fine assessed and/or assessment for damages (if damages are sought), or submit a response within (10) calendar days in the method that the Board specifies.

Initial Evaluation

The Board will evaluate the original complaint and the accused party's response. If the Board does not have enough information to make a decision, the Board will ask the parties to meet and attempt to resolve the issue (if applicable) or the Board may refer the parties or the party against whom a complaint was lodged to a hearing before the board. If either side is unwilling to meet, the Board may offer to have a Board Member act as mediator.

If the Parties Cannot Resolve the Issue

The next step will be a meeting before a Hearing Board (if the Board so determines), which will be set within ten (10) calendar days of the initial evaluation. A Hearing Board will consist of one elected member of the Board of Directors and two volunteers who shall each be homeowners. The parties involved in the dispute will be required to state their case before the Hearing Board.

Procedures during a Hearing

The procedures will be simple and informal. The person bringing the complaint or if the Board is aware of the violation, that person or the HOA Board will be the first to state the case. Next, the accused party will have a chance to state their case. Either party may present evidence. If witnesses to the contents of the complaint exist, they may recount any information they know or saw. Once both sides have presented their case, the Hearing Board will privately deliberate and make a decision. This may not necessarily take place on the same day.

Decision and Notification

The Hearing Board may determine that a violation has not occurred and shall then dismiss the fine(s) or damages assessment(s), if any. Alternatively, the Hearing Board may determine that a violation has occurred, but nonetheless dismiss or suspend the fine(s). If the Hearing Board suspends the fine(s), it may do so contingent on future compliance with the rule and notification that any future violations of the same rule could result in reinstatement of the suspended fine and imposition of new fines. The decision of the Hearing Board will be sent to each of the parties in writing directly from the Hearing Board.