

## AMHURST COMMONS CONDOMINIUM ASSOCIATION

### **Dear Neighbor--**

With this document we hope to clear up some misunderstandings that have arisen because we are a new community. Amhurst Commons is a condominium project, not a private home or townhouse. We are not “homeowners” since we own outright only the interior of our Unit (from the inner face of the wall stud to be exact). The rest of the wall, the roof, the exterior siding, the doors & windows, the front porch, the deck/patio and all the grass & sidewalk are owned in common—we each own 1/65<sup>th</sup> of everyone else’s property. We regulate the design and use of these elements by way of our CC&Rs. In purchasing a unit, we each agreed to abide by this document.

The elected Board of Directors is legally responsible for enforcing the rules, regulations and restrictions listed in our CC&R’s and we intend to do so in as peaceable manner as is possible. Your Board members are not Gestapo agents; we live here too. While these rules may seem worse than the Ten Commandments, they are specifically written to both protect the value of your property and enable all of us to enjoy each other and our neighborhood. The list of **House Rules** is taken directly from the CC&R’s; if you have any unresolved questions, consult the full document.

The **Modification Committee** in September 2005 published the list of standards and restrictions for all of our Common Elements and Limited Common Elements. If you have not applied for nor received approval for **any** changes you have made, we’d advise you to do so without delay. **RPM Services** has been instructed to follow the letter of the law in enforcing the CC&R regulations and the **MC** standards in their inspections and management practices.

Amhurst Commons Condo Association Board of Directors

# *Simplified CC&Rs: House Rules*

*Adopted 4/15/2005*

*Revised 10/27/2005*

**This is a guide to the most important sections of the document. It is ONLY a guide; consult the full document for further details on sections or provisions that are unclear.**

## **Definitions**

**Unit Boundaries:** The interior surfaces of perimeter walls, floors, and ceilings are designated as the boundaries of a Unit. The face of the stud facing the interior of a Unit, drywall, decorative and finished surface coverings, all living spaces, interior partitions, and all other fixtures and improvement are part of a Unit. Each Unit has been assigned 2 covered parking spaces (garage spaces) and 2 uncovered parking spaces (driveway spaces).

**Common Elements (CE):** All portions of the property not a part of the Units are the Common Elements. They are anything outside a Unit belonging to us all, such as grass & shrubs, streets & sidewalks, building siding & windows, etc.

**Limited Common Elements (LCE):** Portions of the Common Elements that are reserved for the exclusive use of one or more Units, but not all Units. They are anything outside a Unit such as front steps, front stoop, rear deck, sidewalk, etc., that are used by only one or two Units.

## **Management & Enforcement**

The Board has authorized **RPM Services** to enforce any and all rules, unless a particular provision in the documents dictates otherwise. If **RPM** confirms the occurrence of a violation, a written notice shall be given to the responsible owner/resident specifying the violation, the fine imposed and an appeals process. A late fee of \$15.00 will be charged to any unit whose dues or fines are not received by the 10<sup>th</sup> of each month. Past due accounts will be charged interest on the unpaid balance at a rate to be determined yearly. After notification, a lien may be placed on a unit for which a past due account remains.

## **Use**

The property is to be used **exclusively** for single-family residential purposes and no commercial use is allowed within a unit or on the property. **No** business activity may be conducted from within any unit without prior permission by the Board including garage sales, rummage sales, estate sales, etc.

## **Leasing**

Leasing is occupancy within a unit by anyone, other than the owner, for which a consideration is given. Any owner desiring to lease his unit shall first obtain permission from the Board; and then provide **RPM** with the tenant names, telephone numbers and a copy of the lease agreement within 10 days of signing it. A unit must be leased in entirety, not one or more rooms and must be at least 1 year in term. Owners will provide tenants with a copy of the CC&Rs and these House Rules. Tenant agrees to abide by all rules & regulations and the owner is responsible for any fines his renter incurs.

## Alterations

No changes, structural alterations, improvement or addition in or to a Unit is allowed without prior written approval by the Board, except there are no restrictions on painting/decorating within a Unit, unless these changes are visible from the outside, in which case approval is needed. The Board, working through its **Modifications Committee**, has published general standards and restrictions on alterations, changes, improvements or additions to the Common Elements—including the Limited Common Elements. Any proposed change to a unit or to the CE shall be submitted in writing to **RPM** and will be reviewed by the MC at its next scheduled meeting; a written response will be sent to the requestor within 45 days.

## Restrictions

The Board of Directors has the sole authority to make and to enforce restrictions on use of the Common Elements. **These are currently in effect:**

- The Board shall decide the standard of appearance for all CE—including all LCE. No Unit owner may modify, paint, decorate or in any way alter his LCE without prior Board approval. No signs, flags, decorations or ornaments may be placed in the CE without prior approval. The Board may regulate signs and other items within a unit that are visible to other units or to the CE. Decorative outdoor lighting is allowed between Thanksgiving and January 10<sup>th</sup> only; however, nothing is to be screwed or nailed into the siding and no decorations are allowed on the roof. No approval is needed for this seasonal lighting. Non-seasonal decorative items and furniture must be in compliance with MC guidelines if they are to be left on front stoops, patios, driveways or in the CE.
- No parking is allowed on alleyways, sidewalks or lawns. No parking in Fire zones. Only visitors remaining less than 24-hours may park in Visitor zones without registering their vehicle. No commercial vehicles are allowed, except for service vehicles during service visits. No boat, watercraft, trailer, motor home or tent trailer is allowed unless parked completely within the garage. You may be fined and/or towed for a parking violation.
- You may only have common household pets, limited to 2 each, unless granted permission from the Board for more. Animals are not allowed to be out without a leash. Animal waste is to be immediately removed from the CE and disposed of properly.
- You are entitled to enjoy peace and quiet within the property. No noxious or offensive activity shall be carried on within a unit, nor shall anything be done to cause an annoyance or nuisance to other owners. **Noise from animals, vehicles, radios, television, musical instruments, amplifiers, parties or gatherings** must be kept at a reasonable and respectful level at all times. Playing of amplified or loud music is prohibited if these sounds can be heard outside a unit. You must prevent any unsightly, unhealthy, unclean or unkempt condition from developing in your Unit or your LCE.
- Satellite dishes must be shielded from view from other Units and may not extend beyond the deck in any event. No hedges, walls, animal pens or fences are allowed. No basketball hoops or backboards are allowed. No solar collectors allowed without prior approval. No artificial vegetation allowed.
- Sculptures, fountains, flags and other deck decorations must have prior approval. Nothing is to be screwed or nailed into the decking or deck walls without permission. Decks are not to be used for general storage, or for hanging or drying laundry, clothes or rugs.
- Window air conditioners are permitted June 1-September 31 but only in windows not visible from the street; they must be removed outside these dates and any supporting brackets removed.

- Window shades to be white, neutral or light colors.
- No sprinkler or irrigation system can be installed or operated without approval by the Board; this includes systems on the deck. Hoses should be removed from visible outside faucets except during actual use. No septic systems are allowed.
- Trash cans must be kept inside, except the night before & the day of pickup. No hazardous material is to be deposited in the storm drains or in trash cans.
- No BB gun, pellet gun or other firearm may be discharged on the property.
- No swimming pool or spa is allowed without prior approval.
- No scooters, skates or skateboards to be used on the property. Bicycles and motor vehicles shall not be ridden on the lawn areas.
- A maximum of 5 gallons of fuel may be stored within a Unit for emergency purposes (such as a generator).
- No tree or bush may be removed. Unit owners shall not plant in the CE.
- Do not obstruct the natural flow of drain water on the property.
- Common areas—streets, alleys, sidewalks, grass & cement areas--to be used at your own risk.

## **Miscellaneous**

- Electricity is to be maintained in the unit at all times. During freezing weather, the unit's temperature shall be maintained above 56 degrees.
- No owner shall do or permit anything to be done in any unit or in the CE that will increase the rate or result in the cancellation of insurance on any unit or on the association.
- All operation, maintenance, repair or replacement of the CE shall be carried out by the Board and charged as a general expense to all unit owners, with the exception of expenses to any specific LCE which may be charged solely to the unit owners having exclusive use. Misconduct by a unit owner/tenant resulting in damage to CE or LCE will be assessed solely against that unit.
- **Acceleration of Assessments.** If the monthly dues on any unit remain unpaid for over 60 days, the Board may require immediate pre-payment of 12 month's dues and any special assessments that are projected to occur in addition to the late fees and fines.
- **Ordinary Maintenance & Repair:** Each Unit owner shall keep his Unit in good condition at all times & repair all damaged or broken appliances, all plumbing, heating and lighting fixtures.
- Every owner and all occupants shall comply with all federal, Washington State and local laws, statutes, ordinances and rules.
- A copy of these House Rules shall be kept in each unit at all times.