

## WEST BAY AT THE LAKES CONDOMINIUM

### **RULES AND REGULATIONS**

The following are the Rules and Regulations adopted by the Board of Directors of West Bay at the Lakes Homeowners' Association pursuant to the authority granted to the Board in Section 10.4.1(a) of the Declaration of West Bay at the Lakes Condominium.

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 owner, tenant or guest, must abide by the standards of the community and comply strictly with the Declaration, Bylaws and these Rules to promote the harmony and cooperative purposes of the community. Each owner is fully responsible for the compliance of their family members, guests, tenants and other occupants of the owner's unit while they are within West Bay Condominium boundaries. All residents shall register with the management company, providing names, telephone numbers, vehicle descriptions and license numbers. Also, please inform the property manager who will be the contact person to provide access to your unit should you be on vacation, away on business, etc. This information is for emergencies only.

In order to promote safety and security at West Bay, it is strongly advised that you keep your vehicles and condominium unit locked at all times. Also, it is recommended that you purchase an insurance policy that will protect personal property and cover any damage to common area elements for which the Owner is responsible.

### **ARTICLE 1. COMPLAINT PROCEDURE AND ENFORCEMENT**

The Board has classified violations of the Rules into three levels with corresponding monetary fines and each rule is followed by a number indicating the level of fine to be imposed after an initial warning:

- (1) = \$25.00
- (2) = \$50.00
- (3) = \$100.00

Subsequent offenses are double these amounts. Fines constitute and are collectible as Assessments.

See attached Amendment to Bylaws of West Bay at the Lakes Homeowners Association Adopting Rules Enforcement Procedures for details and specifics of enforcement process.

### **ARTICLE 2. DELINQUENCIES**

See attached Collection Resolution adopted by the Board for specifics and details of the Association's policies concerning delinquencies.

### **ARTICLE 3. EXTERIOR CONDITIONS**

**3.1** In order to preserve the uniform exterior appearance of the buildings, and the common areas and facilities visible to the public, the Board of Directors has the sole authority to provide for the painting and other decorative finish of the buildings, decks, patios, or other common or limited areas and facilities and to prescribe the type and color of such decorative finishes. The common and limited common areas and facilities shall not be reconstructed, rebuilt, altered, removed or replaced except by the Association acting through the Board of Directors. Owners are prohibited from modifying the structure or decoration of the buildings, decks or patios, stairways, yard areas or other common or limited areas and facilities, including screens, doors, awnings, rails or other portions of each unit and building visible from the exterior thereof, including draperies, without the prior approval of the Board of Directors. This includes any installation of a decorative or functional object that requires mounting to the building. Window coverings must be white or off-white in color. (3)

**3.2** Driveways, walks 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 Board of Directors or by these Rules and Regulations. (2)

**3.3** Littering of any kind is prohibited, including throwing cigarette butts on any part of the property. (2)

**3.4** Nothing may be placed on or hung over deck railings or fencing. Except for planter with drip trays hanging on the inside of the deck railings only (not fencing). No accumulation of garbage, waste, paper, boxes, garbage cans, appliances or other inappropriate items shall be placed or stored on decks or patios. No flammable liquids or dangerous chemicals are to be stored on decks, patios or other storage areas. (3)

**3.5** No exterior clothesline shall be erected or maintained and there shall be no drying or laundering of clothes, blankets, beach towels, etc. on the patios, decks or other common or limited common areas. (1)

**3.6** Except as specifically provided in this Section, no signs, pictures, decorative flags or posters of any kind shall be displayed to the public view on or from any unit or from the common areas and facilities without the consent of the Board of Directors. This prohibition shall not apply to "for sale" or "for rent" signs, provided that they are reasonable with respect to size and appearance and are placed in a unit window only. Small directional signs are permitted to guide potential buyers to the unit; however they must be placed unobtrusively, as not to impede other residents' access to their unit. Any "for sale" or "for rent" signs along the main access street to West Bay are prohibited. Seasonal decorations may be temporarily installed or hung from the patio or windows

providing such decorations do not violate the insurance or any law or ordinance. All seasonal decorations must be removed at the season's ending. Christmas and Hanukkah decorations shall be removed by January 15th. The Board has the right to limit any decorations. (1)

3.7 No owner or occupant shall install wiring for electrical or telephone installation, television antennae, machines or air conditioning units, etc. on the exterior of the buildings or that protrude through the walls or roof of the buildings except as authorized by the Board, in writing, prior to any work being done. (3)

3.8 Fireworks are prohibited.

3.9 Hoses must be coiled or placed on a reel and not prominently visible. Hoses may not be connected during winter months (Oct 31-April 1).

3.10 Decoration of common areas, including lawns, is prohibited without prior written approval from the Board.

#### **ARTICLE 4. INSURANCE**

4.1 No unit owner or occupant shall permit anything to be done or kept in the units or in the common or limited areas and facilities which will increase the insurance premiums thereon or result in the cancellation of such insurance on any unit or any part of the common or limited areas and facilities, without the consent of the Board of Directors. Additionally, there shall be no storage of gasoline or other volatile combustibles on the premises. (3)

4.2 Only authorized personnel by the Project Manager or Board may access or walk upon any roof of any building (excluding the fire department or other aid in the event of an emergency).

#### **ARTICLE 5. NOISE AND OFFENSIVE ACTIVITIES**

5.1 Residents must keep noise to a reasonable level at all times, keeping in mind that what might be reasonable at one time of day might not be reasonable at another. In particular, quiet hours are from 10:00 p.m. to 8:00 a.m., Sunday through Thursday, and 11:00 p.m. to 8 a.m. Friday and Saturday. Residents must be particularly sensitive to noise-generating activity during this period so that it is not offensive to other residents. Please be considerate of your neighbors and avoid creating excessive noise or disturbance. This includes stereos, TVs, musical instruments and voices. In addition to being prohibited under this rule, unreasonable noise can also constitute a violation under Declaration §11.11 Offensive Activity. (1)

5.1.1 Unreasonably loud vehicle exhaust systems are prohibited. (2)

5.2 Major construction and remodeling activities shall be carried on in the Condominium only between 8:00 a.m. and 6:00 p.m. on weekdays, excluding holidays, unless prior approval for performing such work on weekends shall have been granted by the Board. (3)

5.3 No rubbish or debris of any kind (Christmas trees, old appliances, furniture, etc.) shall be dumped, placed, or permitted to accumulate in any portion of the Condominium except in appropriate containers and locations provided for the collection of same. Containers shall not be left standing in the driveways or streets after collection and shall be put away in the resident/owners unit in a timely fashion. (2)

5.4 No Owner shall overload the electric wiring or operate any machines, appliances, accessories or equipment in any manner which, in the judgment of the Board, causes an unreasonable disturbance to others, or connect any machines, appliances, accessories or equipment to the heating or air conditioning, or to the plumbing or electrical system which might overburden the facilities therefore or affect any other unit or the common areas, without the prior written approval of the Board. (3)

5.5 Smoking is prohibited in the common areas. Smoking in units and limited common areas is subject to complaint under Declaration §11.11 Offensive Activity. (1)

5.6 THE CONDUCT OF VISITORS, IN OR OUT OF A UNIT, IS THE RESPONSIBILITY OF THE RESIDENT/OWNER.

#### ARTICLE 6. PARKING/VEHICLES

6.1 Speeding and unsafe driving is prohibited. **The speed limit for the entire condominium complex is 10 miles per hour.** Please use caution and drive slowly when snow and ice are present. (3)

6.2 All vehicles parked in the Condominium more than 72 hours must be registered with the Board or Management Company, either by a phone call, letter or email. (1)

6.3 All vehicles parked in the Condominium shall bear valid license plates and tabs. Vehicles must be in running condition and capable of movement at all times. The Board shall require the removal of any (1) inoperative vehicle, (2) improperly licensed vehicle, (3) unsightly vehicle and (4) any other equipment or item improperly stored in parking spaces. If the same is not removed, the Board shall cause removal at the risk and expense of the owner. Flat tires must be repaired immediately. (2)

6.4 No motor rebuilds, body work or major vehicle repairs or oil changes shall be done on the property. Minor adjustments of vehicles are allowed provided prior, written Board approval has been obtained. No work that will produce spillage of any kind on the ground is allowed. (3)

6.5 Vehicles may be parked in front of your garage door, as long as no part of the vehicle or attachments protrude beyond the cement curb dividers and into the roadway. No vehicle shall be parked in a manner that obstructs roads, another vehicle, or takes up more than one parking space. (2)

6.6 No parking at any time in a space assigned to another Owner without his/her express permission. If someone else is parked in your assigned space, you may contact the towing company and have the vehicle towed. You will be required to sign for the tow request. **ALL SPACES THAT ARE NOT DRIVEWAYS OR DESIGNATED PARKING SPACES ARE FIRE LANES. NO PARKING AT ANY TIME IN A FIRE LANE. VEHICLES PARKED IN A FIRE LANE ARE SUBJECT TO IMMEDIATE TOWING.** (2)

6.7 Parking spaces are restricted in use for parking of operative motor vehicles. No other types of vehicles, equipment, mobile homes, trailers, trucks (other than pick-up trucks), campers, boats, RV's or other items shall be parked, kept, stored, maintained, placed, constructed, remodeled, reconstructed or repaired in the driveway or any parking space. RVs may be parked temporarily for loading purposes only. Operative passenger motor vehicles may not be wider than a standard parking space, so as to interfere with others utilizing the parking spaces directly next to the vehicle. Any operative passenger motor vehicle exceeding these dimensions may be parked on the premises in an area designated by the Board, if so designated. No flammable or hazardous materials should be left in a vehicle. (3)

6.8 Due to noxious fumes being emitted into homeowner's units, vehicles shall not be left running and unattended. (2)

6.9. Vehicle Washing – First Violation of Rule 6.10 will incur a fine in the amount of \$100.00

6.10 Vehicle washing is strictly prohibited on the premises of West Bay Condominiums. Any fines received by the Association from the City of Kent in violation of this City mandate shall be the responsibility of the homeowner and will be assessed to unit. Fines from the Association and/or the City of Kent will be subject to late fees if not paid in full within 30 days of notification.

## **ARTICLE 7. PETS**

7.1 Pets are permitted subject to the King County Animal Control Pet Ordinance and other sections of this Article. All animals must be licensed as required by local governing jurisdictions. Well behaved domestic pets are allowed. Owners are responsible for the behavior of pets living in their Units. Residents must take all care required to ensure that their pets do not disturb other residents by creating a

7.2 Pets must be in control and either a) on a physical leash not to exceed 6 feet, or b) on a self-retracting leash no longer than 25 feet with the capability of being retracted and locked in a position not to exceed 6 feet, or c) enclosed in a transporter, or d) restrained in the arms of the human attendant at all times when outside. The leash must be held by the person responsible for the animal and must be made of material and construction sufficient to restrain the animal. Electronic or other invisible leashes do not meet the requirement. (3)

7.3 Animals may not be left on patios or decks when the resident is not present, or unattended in any part of the common areas. (3)

7.4 Residents keeping a pet may be held responsible for any damage which their pet may do to common areas and facilities or to the property of another owner. Damage done by a pet to the property of another resident is to be resolved between the pet owner and the person whose property is damaged. (3)

7.5 Pet owners shall immediately clean up and remove any defecation or waste created by their pet. (3)

7.6 Pets are to be fed inside the Unit only. (1)

7.7 There shall be no breeding of animals for private or commercial use on the premises. (3)

7.8 Exotic animals are not permitted anywhere on the premises. (3)

7.9 The Board of Directors may require the removal of any animal which the Board, in exercise of reasonable discretion, finds disturbing other unit owners unreasonably and may exercise this authority for specific animals even though other animals are permitted to remain. (3)

7.10 No animals are permitted in the Clubhouse, except for service animals. (3)

#### **ARTICLE 8. RENTALS**

8.1 Owners renting, leasing or selling their units shall provide the Board or management company with a copy of (1) a signed lease and (2) tenant screening report. Upon providing these three things, the rental shall be deemed approved provided it does not exceed the Rental Ceiling. See attached copy of the Third Amendment to Declaration for West Bay at the Lakes, a Condominium for specific provisions and details. (2)

8.2 Owners renting or leasing a unit must provide their tenants with a copy of all rules of the condominium. Owners are responsible for failure to comply with governing documents by occupants of their Units, including tenants, tenant family members and their guests. (2)

8.3 Owners shall provide the names, telephone numbers and vehicle information of their tenants to the Property Manager. (1)

8.4 Tenants who fail to comply with the governing documents will be subject to eviction, as provided by Declaration §16.5, as amended.

#### **ARTICLE 9. RECREATION CENTER USE**

9.1 The Recreation Center hours are 5:00 AM to 1:00 AM daily. The spa may be closed for short periods of time during these hours for cleaning. This facility is for the use of Homeowners and their guests and tenants only and Homeowners are responsible for their keys at all times. Loaned or lost keys may result in the Recreation Center having to be re-keyed the cost of which can be assessed back to owners under authority of Declaration §12.10 Owner Misconduct.

#### **9.2 THOSE USING THE SPA AND FITNESS EQUIPMENT DO SO AT THEIR OWN RISK.**

9.3 Persons under fourteen (14) years of age using the spa or fitness equipment must be accompanied by a homeowner/resident over the age of 18 at all times. (3)

9.4 No illegal substances, bottles, glass containers, food, stereos or electrical appliances shall be permitted in the spa area. In addition to a fine, costs of repair/cleaning can be assessed back to owners under authority of Declaration §12.10 Owner Misconduct. (3)

## ARTICLE 10. ARCHITECTURAL MODIFICATIONS

10.1 Installation of storm and screen doors are allowed within written guidelines set forth by the Board of Directors. Specific types will be permitted. Please contact the Property Management Company for these guidelines.

10.2 The installation of skylights and solo tube type devices will not be permitted at West Bay, due to the possibility of leakage.

10.3 Decorative items compatible with the overall color and design of the building exteriors will be permitted when temporarily attached to your own condominium main entrance. The Board of Directors has the authority to disallow any item that it does not deem compatible with the building's color scheme and design.

10.4 Residents/Owners are responsible for the replacement of burned out bulbs in the porch and deck areas. Bulbs between 40 and 60 watts that are clear, white, or insect-repellent yellow may be used.

10.5 Satellite Dishes for receiving television or internet signals may be mounted or installed in the limited common area of each condominium deck/patio provided the dishes are one meter (39.37") or less in diameter. Since structural circumstances vary widely from unit to unit, it is necessary that each Owner/Resident exercise due care in dish mounting and cable routing to protect the building envelope from structural damage and moisture intrusion. The following Installation Guidelines apply in order of precedence:

### DISH MOUNTING SURFACES (#1 PREFERRED)

- #1 Solid and solidly attached 2"x 8" or 10" fascia boards or decorative boards surrounding the various gables.
  - #2 Tripods or similarly professionally approved weighted stand on the deck or patio.
  - #3 On specific (HOA Board Approved) areas of the wooden trim surrounding the windows and doors (to insure adequate mounting stability and protection of the window flanges).

### SATELLITE CABLE ROUTING (#1 PREFERRED)

- #1 The H.O. should request the exclusive use of "flat" or "Pinch" cable whenever and wherever possible for all installation scenarios. This provides internal access through window and door openings and precludes the drilling of holes through the wooden trim. (See #2)
- #2 Otherwise, it is authorized to provide internal access by drilling a small hole in the door or window wooden trim only; from the inside (Top) to the outside (Bottom) in a downward slant to prevent moisture intrusion. All such holes must employ the use of plastic cable sleeves and synthetic silicon sealant. This scenario should only be used on previous installations where holes already exist

or are preferred due to unreasonable expense caused by excessive cable routing.

GENERAL

Unless specifically approved by the Board in advance in writing or otherwise approved by these rules, no other Common Element satellite dish installation is allowed. Care must be taken to insure that all external cable routing be as short and inconspicuous as practical and be installed utilizing the least invasive and only the minimal number of external fasteners, and that the fasteners be applied only to wooded surfaces. The purpose of these guidelines is to establish quality control and consistency in the installation process. Although encouraged to consult with the HOA Board on all installations, unique situations may require advance HOA board approval and, as such, special exceptions to these guidelines may be granted (mounting posts, mounting blocks, cable routing through the soffits, etc.). However, regardless of these guidelines, dish size, mounting circumstances, or HOA Board approval, the individual Owner/Resident is solely responsible for any resulting negative effects to the building envelop for all installation scenarios.

10.6 Cable and telephone wiring may not be stapled or otherwise mounted on the Building exterior.

10.7 Any modifications that are not listed here must be submitted to the Architectural Committee. Please contact the Property Manager or the Board for the additional information and/or applicable fees.

CERTIFICATE OF ADOPTION

The undersigned President and Secretary of West Bay Condominiums at The Lakes Homeowner Association certify that the foregoing Rules were duly adopted by the Board of Directors in accordance with the procedures provided in Section 10.2 of the Declarations, at a meeting held on the 15<sup>th</sup> day of September, 2015, and shall be effective immediately.

WEST BAY AT THE LAKES CONDOMINUM ASSOCIATION

By: Nancy L. Martin  
President  
Date: 9/15/15

Attest: The above amendment was properly adopted.

Secretary  
By: [Signature]  
Date: [Signature]