

RULES AND REGULATIONS

Effective: November 21, 2018

These Rules have been adopted by the Silver Firs Homeowners Association Board of Directors pursuant to the Washington Homeowners Association Act. All of the terms used in these rules have the same meaning as defined in the Declaration.

I. In General

1. These rules apply to all Owners and their guests, tenants, pets, employees and contractors.
2. Failure to comply with these rules or the other governing documents for the HOA may result in monetary fines and other enforcement action by the Association.
3. Port Gardner Property Management is the manager for the Association. The manager assigned to our property is Tom Gish, who can be reached at tgish@portgardnermgmt.com, (425)339-1160 x 223 (office phone) or 425-303-0257 (office fax). Please contact the manager with any concerns or issues. All correspondence with the Board should be directed to the Association manager. In case of emergency, dial 911.
4. Annual assessments are payable to the Association by the 1st of January each year. Payment received after the 31st of January will be subject to penalties, including, but not limited to a late fee of \$20 per month on all unpaid balances.

II. Home Businesses

5. No business advertising may be placed on any structure, in the yard of any Lot or on any Common Area.
6. Common home businesses are permitted as long as they do not cause an increase in vehicle or pedestrian traffic and do not unreasonably disturb other Owners.

III. Pets

1. Domestic pets, such as dogs and cats, and other common household pets may be kept by Lot Owners/occupants.
2. Pet owners are responsible to maintain control of animals in a manner that does not offend, affect or harm other residents.
3. Lot Owners are responsible for the cost of all damage caused by their pets.

4. After notice and opportunity to be heard, the Board may require the removal of any animal, which is found to be unreasonably disturbing or that inflicts injury to other Owners or occupants or other pets. The Board may exercise this authority for specific animals even though other animals are permitted to remain. Owners will have 10 days to comply with removal orders.
5. Pets will not be allowed on any common areas unless on a leash or being carried. At all times the Common Areas shall be free of any pet debris, including food or fecal matter.
6. Owners will comply with all applicable pet licensing ordinances and other local ordinances.
7. Any outside facility for pets must be kept clean on a daily basis and no waste or food is to be left outdoors.
8. No livestock, poultry, rabbits or other animals whatsoever shall be allowed or kept outside, nor any animal be bred or used for any other commercial purposes.

IV. Offensive Activity

1. No noxious or offensive activity shall be carried on in any Lot or Common Area, nor shall anything be done which may be or become an unreasonable annoyance or nuisance to others.
2. Quiet hours are from 10:00 P.M. to 7:00 A.M. All occupants shall avoid making noises and using musical instruments, radios, and amplifiers in such a manner as to disturb other occupants. Owners shall also control their pets so that they do not disturb other occupants.
3. No garments, sheets, bedding, rugs or other objects shall be hung from windows or facades, lanais or otherwise displayed in public view.
4. No refuse, garbage or trash of any kind shall be thrown, placed or kept on any Common Area of the project outside of the disposal facilities provided for such purpose.
5. Every Owner shall at all times keep their Lot in a clean and sanitary condition, free of rodents, and pests and observe and perform all laws, ordinances, rules and regulations, including kennel laws and animal control laws.

V. Vehicles and Parking

1. Street parking is restricted to the parking of operable passenger motor vehicles such as automobiles, light trucks and passenger vans. Boats, motor homes, camping or utility trailers, campers, or other recreational vehicles, may be on site for only 24 hours for the purpose of loading and unloading only. These vehicles may not be stored on the street and they may not be stored on any Lot unless behind a 6 foot backyard fence or inside the garage, without the express written approval by the Board of Directors.
2. Cars or vehicles parked on street must be moved after 3 days (no storage of vehicles on the Common Area streets). The Board, with a 48 hour written notice, may require removal of any vehicle improperly parking on Common Area streets.
3. Unlicensed or non-street legal or illegal motorized vehicles are not allowed to be operated on the Common Area streets.
4. All driveways and parking areas on a Lot must be paved. No parking is allowed on unpaved portions of a Lot or Common Area.

VI. Signs

1. Signs no larger than three (3) feet square expressing support for a political candidate during the normal campaign period prior to a local, state or federal election may be placed on a Lot or posted in the yard of a Lot. Such signs must be removed immediately following the election.
2. Signs no larger than five (5) square feet advertising the sale of the Lot may be posted on a Lot or in the yard of a Lot or in Common Areas, provided such posting will leave no visible trace upon removal.
3. Unless otherwise provided in these Rules and Regulations, no sign shall be displayed to the public view on or from any Lot or Common Area without prior consent of the Board.

VII. Fences

1. Only ornamental fences are allowed in the front yard of a Lot if approved in writing by the Architectural Control Committee (ACC).
2. All other fences along the yard of a dwelling shall be maintained by, and at the expense of, the Lot owner. Board approval is required for any fence changes or painting scheme changes.

VIII. Satellite Dishes:

1. Per the Federal Communications Commission (FCC) Rules and Regulations, Owners are not required to obtain Board approval to place satellite dishes less than one meter in diameter within the Lot boundaries. However, the following standards apply:
 - a. The satellite dish must be no larger than 24 inches in diameter.
 - b. The color must blend with the exterior of the building.
 - c. The Owner is responsible for repairs and maintenance of the satellite dish and for any damage to the building or grounds caused by installation and removal of the dish. If installation fails to meet the standards set forth in these Rules, reinstallation may be required at the expense of the Owner.
 - d. The Owner is responsible for the cost of the removal of the dish and repair of the exterior in the event the satellite dish is no longer used, is obsolete, and/or at the time of sale of a Unit.

IX. Architectural Control and Exterior Appearance

1. In order to preserve a uniform exterior appearance of portions of a Lot visible to the public, no clearing, grading or construction of any building, fence, wall or other structure is allowed without written approval from the Architectural Control Committee. The Committee may prohibit, require or regulate any modification or decoration proposed by an Owner. This requirement extends to painting and/or decoration of all structures, including mail and paper delivery boxes.
2. All construction or modifications proposed by Owners, including paint colors, fence construction (replacement or repairs), major landscaping changes, additions, outbuildings (sheds) etc., require written approval by the Architectural Control Committee. Owners are required to complete the standard Silver Firs "Home Owner Improvement Application" form and submit the form with any applicable colors and materials information. Once approval has been obtained, the proposed project must be completed within nine (9) months after the project is initiated.
3. The maximum shed size is 12x12x12. One shed per lot. Requires ACC approval prior to installation.
4. All roofing material shall be of composition roofing or better as determined by the Architectural Control Committee.
5. All siding material shall be aluminum, wood, or better as determined by the Architectural Control Committee.
6. Owners are responsible for maintaining the easement areas and/or swales established on their Lot for the purposes of surface water drainage.

7. Christmas lighting and displays shall be limited to November 15 through January 15 (Board approved extensions may apply). For other holidays that are observed with lights, the displays shall be limited to two weeks prior and removed within two weeks of the holiday.

X. Maintenance of Lawns Visible to the Public

1. Lawns must be kept reasonably mowed and free of weeds and moss and must be reasonably green except in times of water rationing decreed by the local water utility. Regular watering, fertilization, aeration and thatching are recommended to accomplish a reasonable appearance.
2. Planting beds must be kept reasonably free of weeds and dead vegetation.
3. Vegetation such as trees, shrubs, flowers and the like must be kept pruned and/ or trimmed and not allowed to become unreasonably overgrown. Planting containers must be kept in good shape.
4. Accumulations of rubbish, trash, yard debris, or other waste are permitted only in sanitary containers designed for that purpose. All equipment for the storage or disposal of such material must be kept in a clean and sanitary condition.

XI. Common Areas

1. No owner shall permit anyone associated with his or her lot to build on, dump yard debris or trash on, remove any structure or vegetation, or in any way alter any common land owned by the Association on behalf of all the owners, without prior written approval from the Board of Directors.

XII. Fireworks

1. Legally obtained consumer fireworks as defined by RCW 70.77.136 may only be used on July 4th from 9:00am to 11:00pm and on December 31st from 9:00am to 2:00am.
2. All debris from the discharge of fireworks shall be immediately removed from all Common Areas. Any cost derived for cleanup or repair will be assessed to the Owners responsible.

XIII. Trash Cans and Recycling Bins

1. Trash cans and recycling bins shall be placed outside for collection in front of the Lot the evening before assigned pickup day and removed the afternoon/evening of the pickup day.
2. Trash cans and recycling bins shall not be stored in front of the Lot or garage, and must be screened as best as possible if stored on the side of the house. It is preferred that they be placed in the garage or behind the yard fence or a screening fence. Any debris resulting from trash or recycling collection shall be cleaned up and removed immediately.

3. Any trash cans or recycling bins that are left on the street or sidewalk into the day following the pickup will be reported to the Manager and after the first warning; fines will be levied according to the Association's Fine Schedule.

XIV. Damage to Common Areas

1. Any Owner, or any guest or tenant of an Owner, that causes damage to any signs, playground equipment, plants or other Common Areas will be held responsible for all expenses the Board shall incur to correct the situation or replace the damaged equipment.

XV. Fine and Grievance Procedures

1. If you are disturbed by actions of another resident, i.e. noise, pets, etc., the first step is to make personal contact with the offending neighbor verbally or by written notice to make them aware of the disturbance.
2. If you do not feel comfortable making personal contact, or if no results are achieved with the personal contact, then call or e-mail the Association Manager and voice your complaint, followed up with a written complaint. Complaints must be submitted in writing before management can address the concern.
3. The Board and/or Association Manager will review the complaint and will contact the Owner of the violating Lot in accordance with the Association's Fine and Due Process Policy.
4. Penalties and Fines
 - a. An Owner may be penalized for a violation of the Association's governing documents. The penalties shall be assessed against the unit, and the owner of the unit, and shall be collected as delinquent assessments.
 - b. Any violation by any Owner, resident, occupant, tenant, animal and/or guest of a unit shall be treated as a violation by the entire ownership of the unit and any penalty resulting from said violation(s) shall apply against the Unit Owner.
 - c. Failure of the Association to take action on any violation(s) shall not constitute a waiver on the part of the Association to take action for such violations or future similar violations as the Board deems appropriate.
 - d. In order to regulate the number of Rules and Regulations violations, the Board has instituted a fine schedule for repeat violations. Except as otherwise provided in these Rules and Regulations, the following actions will be taken in the event of violations of these Rules and Regulations, the Declaration, or the Bylaws:

- First Violation: A warning letter will be sent to the owner except as otherwise noted in this policy. The warning letter will state the required measures to be taken by the Owner in order to comply with the violated rule(s) and the date by which the measures must be completed in order to avoid a fine.
- Second Violation: If the Owner does not comply with the violated rule(s) by the deadline given in the first violation notice, a second letter shall be mailed to the Owner, giving the Owner an opportunity to contest the violation. The letter will again state the required measures to be taken by the Owner in order to comply with the violated rule(s) and the date by which the measures must be completed in order to avoid fines.
- Fine: If the Owner does not correct the violation or contest the fine by the deadline given in the second violation notice, a \$75 fine shall be assessed against the Unit.
- Third Violation: If the first two warnings and initial fine are ignored, subsequent \$150 fines will be levied upon the Owner until the Owner corrects the violation and complies with all Association governing documents.
- Subsequent Violations: Continued violations will be subject to legal action against the Owner.