

**THE VILLAGE AT LAKE CHELAN
RULES AND REGULATIONS**

Amended June 22, 2016

These Rules and Regulations (Rules) are established pursuant to the Declaration of Covenants, Conditions and Restrictions for the Village at Lake Chelan (Declaration). Capitalized terms used herein which are not otherwise defined shall have the meaning assigned in the Declaration. The purpose of these Rules is to provide for the reasonable control and use of the Units and Common Areas within The Village at Lake Chelan to help ensure an orderly, well-managed, high-quality community with an aesthetically pleasing atmosphere, and to ensure the preservation of value for all Owners.

These Rules shall apply to all Owners who are members of the Village at Lake Chelan Homeowners Association, their families, invitees, guests and renters. The Owner, members of the Owner's family, occupants of the Unit and guests of Owner must all abide by these Rules, subject to enforcement by the Association in accordance with the Declaration. The Unit Owner is responsible for the actions of their guests, invitees and renters of their unit.

Equipment and apparatus furnished by the Association are solely for the convenience of Owners, and all persons using same do so at their own risk. The Association will not be responsible for accidents injuries, or loss of property by fire, theft, wind, floods or any act which is beyond their control.

1. OCCUPANCY STANDARDS

- a. Each of these Rules, and any subsequent additions or changes hereto, is a condition of occupancy.

2. MAINTENANCE REQUIREMENTS

a. Appearance

- 1. Each Owner shall continuously maintain the exterior of the Owner's Unit to a high Standard including maintaining any interior portion of the Unit visible from the street neighbors Unit. The Unit shall present an attractive and eye-pleasing appearance at all times and shall not be permitted to become unsightly. The appearance of the Unit must adhere to the Architectural Review Committees (ARC) standards as outlined in the Residential Design Guidelines.
- 2. Each Owner shall keep and maintain the Owner's Unit and accessory structures, including fencing, clean and in good order and repair at all times.
- 3. Painted areas of the Unit shall not be allowed to peel or become weather-beaten and shall be regularly painted. Any damaged portions of the Unit and accessory structures shall be promptly repaired.
- 4. No portable A/C units that protrude from the exterior of the home are allowed. Central A/C or internal portable A/C units are acceptable.

b. Landscape

1. All landscaping shall be kept mowed, trimmed, fertilized, watered and well maintained at all times. No compost piles will be permitted. Yards must be kept free of weeds and any other noxious plants that tend to spread by root or seed, and sprayed as needed to control pests and diseases. Owners shall remove all dead or diseased plants and bushes and replace them with healthy new plants and bushes.
2. Setting of sprinkler system time clocks may be required to be regulated by the Association.
3. Any Lawn or space not maintained by Owner may be cared for by the Association and/or professional yard maintenance service. If provided by the Association, the cost will be assessed to the Owner in accordance with the Declaration.
4. Only wood fencing is permitted within the community and installation of any fence is subject to the architectural review process set forth in Article 5 of the Declaration.

c. Alternative Arrangements

1. It is Owner's responsibility to make arrangements for maintaining the Unit when Owner is on vacation, absent or unable for any reason to care for the Unit. For security and safety reasons Owner must notify the Association in writing if another person has been made responsible for such maintenance.

d. Prohibited Outdoor Items

1. Owner shall not hang towels, rugs, blankets, apparel or laundry on or about the outside of the Unit where it is visible to neighbors or from the road side of the Unit.
2. No unsightly material of any kind will be kept outside the Unit. Only patio style furniture, storage and barbecue grills may be used or kept outside the Unit.
3. All outside holiday decorations are to be removed within 15 days following the holiday. Decorations are to follow the same high standard, attractive and eye-pleasing appearance requirements as defined and decided on by the ARC.

e. Garbage and Refuse

1. Each Owner shall obtain a sanitary garbage can for garbage and refuse, which shall be kept clean and odor free. Garbage and refuse shall be wrapped or bagged and placed in containers. Garbage containers must be kept in the garage (or in an area otherwise not visible from the street or adjacent Units), except when set out the evening before the day garbage is to be picked-up by the sanitation company and removed from the curbside by the evening of the day garbage is picked-up.

f. Storage

1. Storage of any unlawful material of an explosive nature in or around the Unit is prohibited. Exceptions are made for gas for mowers etc. and ammunition for firearms. Unless specifically permitted by in writing by the Association, no equipment may be placed or stored outside of the garages; garage doors, except when currently being used, shall be kept closed.

g. Guests

1. Owners are fully responsible for their guests who shall not be allowed to unreasonably disturb other Owners.

h. Damage by Owners Parties

1. Owner is responsible for any damage to Association property or another Owner's property, landscaping or fixtures by any person acting under the Owner's direction, employ, invitation or control.

3. PARKING

a. Recreational Vehicles

1. Recreational vehicles, boats, trailers, motor homes, snowmobiles and utility trailers must be stored in the garage or outside the Village property boundaries.

b. Street Parking

1. Pursuant to the Plat Survey authorized by Chelan County, parking on the street is prohibited. Parking on the grass, beside or behind the Units is not permitted. Owners must park vehicles in the garage; however parking of commercial vehicles and guest vehicles overnight is permissible in the confines of the driveway.
2. Street parking is permissible for short periods of time for the express purpose of loading or unloading only. Washing a vehicle, boat or RV is also permissible but must be moved immediately afterward. At no time can any vehicle, boat or RV block a road. One lane must always remain open.

c. Guest Parking Areas

1. Owners may use the guest parking areas for their own use during the hours of 8 PM and 8 AM. Lots 2, 6, 23 and 24, since they have short driveways, may use guest parking areas during daylight hours if not needed for guest parking.

d. Vacant Lot Parking

1. **Vacant lot parking is prohibited.** No owner of a vacant lot may grant authority to any person to permit parking of any vehicles, RV's, Trailers or equipment without the written consent of the Board of Directors.

4. VEHICLES

a. Speed

1. The maximum speed permitted within the Village is **15** miles per hour.

b. Noise

1. Noisy vehicles are not permitted. Vehicles must be adequately muffled. Vehicle audio volume shall be reduced to a level not audible outside the vehicle.

c. Fuel and Lubricant Residue

1. Any vehicle dripping oil, grease or gasoline will not be allowed within the Village.

d. Maintenance and Repair

1. Owners may wash, polish or wax their vehicles (if not excessively dirty or caked with mud). Engine repair maintenance (including oil changes or other lubricants) or putting vehicles on Jacks for repair on vehicles, boats or trailers may not be done outdoors at the Unit. However, the Association reserves the right to limit the number of car washings at the Unit, or to prohibit them entirely, as necessary to address any environmental issues or problems.

5. PETS

a. Types

1. An Owner may keep a maximum of two pets. They can be dogs, cats or other usual and common household pets in a Unit. This limit does not include fish or caged birds. However, any pet which is allowed to roam free, or, in the sole discretion of the Board of Directors, make objectionable noise, endanger the health or safety of, or constitute a nuisance or inconvenience to the occupants of other Units shall be removed upon the Board's request.
2. If the pet owner fails to honor such request, the Board of Directors will levy a fine each day until the pet is removed. If any other legal action is required, the owner will be liable for all costs and fees associated with any legal action taken by the Association.

b. Leash Required

1. Pets are allowed to be outside the Unit, but only on a leash or confined within a backyard enclosure, and only when the pet's owner is at the Unit (or is handling the pet on a leash). Exception to this rule is when the pet in the enclosed pet run area.

c. Cleanup (Common Areas)

1. Pets must be kept on a leash at all times while being walked on the streets, walkways, nature trail, and common areas. The pet owner must be prepared to pick up any pet doo immediately.

d. Guests' Pets

1. Guest with pets must comply with all pet rules and must be informed of these rules by Owner.

e. Damages

1. Each Owner shall be responsible for all damages caused by the Owner's pet or a pet of the Owner's guest.

f. Impoundment

1. Any pet found unattended outside of the Unit's enclosure may be taken to the animal shelter and impounded at the expense of the pet's Owner or responsible Owner.

6. USE OF THE FACILITIES

a. Community Facilities

1. Owners shall be allowed to use all community facilities during posted hours and must follow the rules posted at those facilities.

b. Guests

1. **All guests must be accompanied by an Owner when using any of the community facilities.**

c. Private Function

- 1) Private functions are not permitted at the community facilities unless approved by the Association in advance; ten business day notice is required.
 - a) The Village at Lake Chelan is a private community. Although occasionally small private functions may be approved; the common areas, including the pool, are not for public use of outside organizations such as school groups, church groups, teams, etc., even if sponsored by a resident.

7. ASSOCIATION ACTIVITIES AND OWNER RELATIONS

a. Quiet Hours

1. Owners shall be considerate of their neighbors at all times. Quiet hours are between 11 PM and 8 AM. Excessive or disturbing noises are not permitted at any time. TV's, radios, stereos, etc. shall not be audible outside the of the Owner's Unit.

b. Trespassing

1. No trespassing on other Owners' units is permitted. All Owners shall be held responsible for any damage caused by themselves or their guests, invitees or anyone under the Owner's control.

c. Recreational Activities

1. Owners shall conduct recreational activities at their Unit or at the community facility including the community pool. Recreational street activities are limited to biking, walking or jogging.

d. Fireworks

Fireworks use of all kinds and types are strictly prohibited.

e. Garage Sales

1. No garage sales are allowed except for two annual community-wide sales which may be scheduled by the Association each year.

f. Advertising

1. No sign of any kind shall be displayed by an Owner without the prior written consent of the Association; provided, however, that Owner may display one "For Sale" sign or realtor's sign from the Unit.
2. Owner may display on "Open House" sign on the Unit when Owner/agent is present at the home. No "Open House" sign shall be located on the Street or sidewalk or remain displayed overnight.

8. BUSINESS

- a. Public access, businesses, commercial enterprises, day-care services or door-to-door solicitation shall not be permitted within the Village.

9. SWIMMING POOL

- a. See separate sheet of rules for the pool area

10. ASSESSMENTS AND OTHER CHARGES

- a. Pursuant to section 9.6 of the Declaration, the Board of Directors has established a late charge of \$20.00 for any assessment not paid by the 10th day of each month.
- b. Any payments made to the Association will be credited in the following order: 1) late charges 2) fines 3) fees 4) assessments.

11. FINES

- a. Pursuant to section 8.4 of the Declaration, The Board of Directors has adopted a fine structure if an owner fails to follow the Declaration, Bylaws, ARC guidelines, contractor code of conduct or rules & regulations adopted by the Board of Directors.
- b. First Offense: Written Warning or Parking Violation Notice on Vehicle or RV/Boat/Trailer
- c. Second Notice: Fine of \$25.00
- d. Third Notice: Fine of \$50.00 & Use of Facilities and Association voting right suspended
- e. After the third fine a daily fine of \$50.00 per day will be levied until the violation is corrected. You may request a hearing on any violation notice or fine pursuant to 3.23 (b) of the Bylaws. Please see this section for more information.

12. ARC STANDARDS REGARDING ORNAMENTATION

- a. The ARC must approve all ornamentation that an owner wants to place in their front or side yard that is visible from the street.
- b. Any items made of wood or metal that is smaller than 2' x 3' does not require ARC Approval
- c. Plastic items are not permitted. An owner may request for an item made of plastic to be approved.
- d. The ARC reserves the right to approve or disapprove any item placed by an owner in their front or side yard that is visible from the street.

13. CONTRACTOR /OWNER CODE OF CONDUCT & PERFORMANCE DEPOSIT (Amended Effective January 5, 2015)

a. The Board of Directors has adopted a policy requiring lot owners having a home built or remodeled, be required to sign for a copy of the current Code of Conduct regulations for contractors and pay a deposit of \$500.00 for the performance of the requirements set forth in the Code of Conduct and \$350 for ARC Review (total \$850). The total (\$850) payment must be made to the Association ***before*** the Architectural Review Committee (*hereinafter* ARC) approves any plans. The 30 day rule as stated on page 2 of the "Residential Design Guidelines" does not apply until the deposit is received by the Association.

In order for lot owners to receive their deposit back the following requirements must be met:

1. No contractor violations during the construction or repair period. If one or more violations occur, the Board of Directors may levy a fine per the rules in section 11 of the Rules & Regulations and subtract it from the deposit.
2. Owner must have received written approval from the Architectural Review Committee for construction, exterior paint colors and materials, and an approved landscape plan ***before*** commencing work in any of these areas. Any violation of this requirement may forfeit the deposit in its entirety and require the lot owner to pay another deposit until the project is complete.
3. The entire project must be ***complete*** and inspected by the ARC before the deposit is returned.
4. The lot owner must provide a copy of the building final document issues by Chelan County before the deposit is returned.

b. This section does not limit any additional fines pursuant to section 11 of the current Rules & Regulations or charges for damages to the community property to the lot owner.

14. RULE & REGULATION REVISIONS

- a. The Board of Directors, reserve the right to change or modify any rule or regulation or waive any regulation if it is in the interest of the Association to do so.

Your compliance with these rules will promote a safe environment whereby all owners and guests will have peaceful enjoyment of their home. If you have any questions or concerns pertaining to these rules & regulations, please contact the Board of Directors for Assistance.