THE VILLAGE AT LAKE CHELAN
RULES AND REGULATIONS
(revised 2026)

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, guests of the Owner, and any occupants of the Unit 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 the 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. Owners are responsible for reading and understanding all rules, regulations, and disclaimers posted anywhere in The Village, including at the mailboxes, swimming pool, basketball court, and pet run area.

1. OCCUPANCY STANDARDS

1.1 Conditions

1.1.1 Conformance to these Rules and Regulations and any subsequent additions or changes hereto is a condition of occupancy.

2. MAINTENANCE REQUIREMENTS

2.1 Appearance

2.1.1 Each Owner shall maintain the exterior of the Owner's Unit to a high standard. 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.

2.1.2 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.

2.1.3 Painted areas of the Unit shall not be allowed to peel or become weather-beaten and shall be painted when faded, peeling, or sun-damaged. Any damaged portions of the Unit and accessory structures shall be promptly repaired.

2.1.4 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.

2.2 Landscape

2.2.1. All landscaping shall be kept mowed, trimmed, fertilized, watered, and well-maintained at all times. Yards must be kept free of weeds and any other noxious plants that tend to spread by root or seed and must be 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 in a period not to exceed thirty (30) days from the date of removal, or as soon as practicable in accordance with the planting season. No compost piles will be permitted.

2.2.2. Any lawn or property not maintained by the owner shall be cared for by the Association and/or professional yard maintenance service. The cost of such services will be assessed to the owner in accordance with the Declaration.

2.2.3. All fencing shall be approved by the ARC.

2.3. Alternative Arrangements

2.3.1. It is the owner's responsibility to make arrangements for maintaining the unit when the owner is on vacation, absent, or unable for any reason to care for the unit. For security and safety reasons, the owner must notify the Association in writing if another person has been made responsible for such maintenance for longer than 90 days.

2.3.2. In the event of an owner contracting their unit as a rental in accordance with the Declaration, the owner shall make a copy of the Association's legal documents available to the renter and, in addition, obtain a signed copy of this Rules and Regulations document from the renter and submit it to the Board as evidence of the renter's understanding of these Rules and Regulations. Owners must notify the Board about renters, including names and email addresses.

2.4. Prohibited Outdoor Items

2.4.1. The 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 roadside of the unit.

2.4.2. No unsightly material of any kind will be kept outside the unit.

2.4.3. All outside holiday decorations are to be removed within 15 days following most holidays. Christmas and New Year's decorations shall be removed by January 15,

weather permitting. Decorations are to follow the same high standard, attractive, and eye-pleasing appearance requirements as defined and decided on by the ARC.

2.5 Garbage and Refuse

2.5.1. Each Owner may obtain a sanitary garbage container(s) for garbage and refuse, which shall be kept clean and odor-free. Garbage and refuse shall be wrapped or bagged and placed in containers.

2.5.2 Garbage containers shall 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. It shall be moved from the curbside by the evening of the day garbage is picked up.

2.6 Storage

2.6.1. Storage of any unlawful material of an explosive nature in or around the Unit is prohibited. Gasoline shall be stored in approved containers and well away from ignition sources.

2.6.2. Construction materials, equipment, debris, and/or supplies may not be stored outside the garage or in public view except during active construction or maintenance unless specifically approved in writing by the Board.

2.6.3. Garage doors shall not be left open overnight or for an extended period of time.

2.7 Guests

Owners are fully responsible for their guests and renters. If a guest or renter is in violation of the Rules and Regulations, the owner is subject to fines.

2.8 Damage by Owners Parties

2.8.1. Owners are fully responsible for any damage to Association property or another Owner's property, landscaping, or fixtures caused by any person acting under the Owner's direction, employ, invitation, or control.

3. PARKING

3.1 Recreational Vehicles

3.1.1. Recreational vehicles, boats, trailers, motor homes, snowmobiles, and utility trailers must be stored in the garage or outside the Village property boundaries unless packing or unpacking or washing. (see 3.2.2 below).

3.2 Street Parking

3.2.1. Pursuant to the Plat Survey authorized by Chelan County, parking on the street is prohibited except for short periods of time for maintenance of property. Parking on the grass, beside or behind the units is not permitted. Parking of commercial vehicles and guest vehicles overnight is permissible in the confines of the owner's driveway or short-term parking. At no time can any vehicle, boat, or RV block a road. One lane shall always remain open.

3.2.2. Short-term street parking on two-way streets in The Village is permissible for the express purpose of loading or unloading.

3.2.3. Short-term street parking on one-way streets in The Village, such as Ridgewood or Havenwood, must permit access to emergency vehicles at all times.

3.3. Guest Parking Areas

3.3.1. Owners may use the overflow parking areas for daily-driven vehicles, **not** for storage of their vehicles. Short term lot parking is for:

- daily driven vehicles
- short driveways
- guests/visitors
- workers

3.3.2. The large, west end parking area is the PREFERRED parking area for all non-daily-driven vehicles.

3.3.3. Contractors may not use any guest parking areas long-term for storage of commercial vehicles or trailers without the express written consent of the Board of Directors.

3.4. Vacant Lot Parking

3.4.1. Vacant lot parking is prohibited.

4. VEHICLES

4.1. Speed and Traffic Flow

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

4.1.2 Ridgewood and Havenwood are both one-way streets. Please obey the one-way traffic flow on those streets due to safety requirements for our residents and their children.

4.2 Noise

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

4.3 Fuel and Lubricant Residue

4.3.1 Any vehicle dripping oil, grease, or gasoline is not allowed within the Village. Owners shall promptly clean excessive fluids that create staining, safety hazards, or environmental concerns.

5. PETS

5.1 Types

5.1.1 An Owner may keep a maximum of two pets in their Unit. These can be dogs, cats, or other usual and common household animals. This limit does not include fish or caged birds.

5.2 Leash Required

5.2.1 Pets are not allowed on any other Owner's property other than their own residence. Pets are allowed to be outside the Unit only when the pet's owner, or someone else designated to take care of the pet, is present and handling the pet on a leash. Exception to this rule is when the pet is in the enclosed pet run area; however, the pet owner/responsible party must remain in the pet run area.

5.2.2 Pets must not be allowed to run free and off-leash except in the off-leash park. The pet owner may be fined and may be reported to Animal Control.

5.2.3 If unable to locate the pet owner, 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 party.

5.3 Cleanup (Common Areas)

5.3.1 Pets shall be kept on a leash at all times while being walked on the streets and common areas. The pet owner/walker must be prepared to pick up any pet waste immediately.

5.3.2 Pet owners are encouraged to use the enclosed pet run area on Parkside Drive. Owners shall clean up after their pet.

5.4 Guests' Pets

5.4.1 Guests with pets must comply with all pet rules and shall be informed of these rules by the Owner.

5.5 Damages

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

6. USE OF THE FACILITIES

6.1 Community Facilities

6.1.1. Owners shall be allowed to use all community facilities during posted hours and shall follow the rules posted at those facilities and on The Village at Lake Chelan website: www.villageatlakechelan.com.

6.2 Guests

6.2.1. All minor children shall be supervised by an Owner/Authorized Tenant or Authorized Guest when using any of the community facilities.

6.3 Private Function

6.3.1. The Village at Lake Chelan is a private community. Therefore, private functions are not permitted at the community facilities.

7. ASSOCIATION ACTIVITIES AND OWNER RELATIONS

7.1 Quiet Hours

7.1.1. Owners shall be considerate of their neighbors at all times. Quiet hours are between 10 p.m. and 7:00 a.m. Excessive or disturbing noises that disturb neighboring residents are not permitted at any time.

7.2 Trespassing

7.2.1. In respect to others' property, no trespassing on other Owners' Units is permitted. All Owners shall be held responsible for any property or landscape damage caused by themselves or their guests, invitees, or anyone under the Owner's control.

7.3 Recreational Activities

7.3.1. Owners shall conduct recreational activities at their unit or at the community pool or basketball court. Recreational street activities are limited to biking, walking, jogging, skateboarding, or similar. In the interest of safety, parental supervision is strongly encouraged for children using self-powered or motorized toys on Village streets. Motorized toys must abide by the speed limit and right-of-way laws.

7.4. Fireworks

7.4.1. Fireworks use of all kinds and types is strictly prohibited.

7.5. Garage Sales

7.5.1. No garage sales are allowed except for the annual or semi-annual community-wide sales which may be scheduled by an Association representative each year.

7.6. Advertising

7.6.1. No sign of any kind shall be displayed by an owner without the prior written consent of the Board, with the following exceptions:

7.6.1.1. Owners may display one builder's "For Sale" sign on the property and /or one realtor's sign from the unit.

7.6.1.2. Owners may display an "Open House" sign on the unit when the 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

8.1.1. Public access businesses, commercial enterprises, day-care services, or door-to-door solicitation may not be permitted within the Village without Board permission.

9. SWIMMING POOL

9.1.1. See the community website for rules for the pool area.

10. ASSESSMENTS AND OTHER CHARGES

10.1.1. Pursuant to section 9.6 of the Declaration, the Board of Directors has established a late charge of five percent of the delinquent assessment amount not to exceed the maximum permitted by law for any assessment not paid by the 10th day of each month.

10.1.2. Unless otherwise required by Washington State law, any payments made to the Association will be credited in the following order determined by the Board: 1) late charges 2)fines 3) fees 4) assessments.

11. FINES

11.1.1. 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, or Rules & Regulations adopted by the Board.

a. First Offense: Written Warning or Parking Violation Notice on Vehicle or RV/Boat/ Trailer
b. Second Notice: Fine of $25.00
c. Third Notice: Fine of $50.00 and Use of Facilities and Association voting rights suspended
d. After the third fine, a daily fine of $50.00 per day will be levied until the violation is corrected. An owner 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. In the event an infraction of the rule continues, mediation may be employed between the Owner/Tenant and the Board until the violation is corrected.

11.1.2. The Board of Directors has adopted a fine structure (per violation) if a contractor/ builder or any subcontractor(s) fail to follow the ARC guidelines or Contractor Code of Conduct.

a. First Offense: Written warning (may be completed via email)
b. Second Offense: $50 fine per violation
c. Third Offense: $100 fine per violation
d. After the third fine, a daily fine of $150.00 per day will be levied on each fine until each violation is corrected. An owner 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. In the event an infraction of the rule continues, mediation may be employed between the owner and the Board until the violation is corrected.

12. ARC STANDARDS REGARDING ORNAMENTATION

12.1.1. The ARC and/or Board 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 if such items are determined to be inconsistent with the overall aesthetic standards of the community.

13. CONTRACTOR /OWNER CODE OF CONDUCT & PERFORMANCE DEPOSIT
(Amended Effective September 18, 2021) (revised May 8, 2023)(Revised June 2026)

13.1 Policy

13.1.1. 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 $5,000.00 for the performance of the requirements set forth in the Code of Conduct and $500 for ARC Review (total $ 5,500). The total ($5,500) 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.

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

13.1.2.1. 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.

13.1.2.2. The owner shall 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.

13.1.2.3. The entire project shall be complete and inspected by the ARC before the deposit is returned.

13.1.2.4. The lot owner must provide a copy of the building final document issued by Chelan County before the deposit is returned.

13.1.3 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

14.1 Revisions

14.1.1 The Board reserves 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.