

SILVER CREEK CONDOMINIUM ASSOCIATION

Bothell, Washington

HOUSE RULES

PURPOSE:

These House Rules are the general rules and regulations for the Silver Creek Condominium Association and are adopted by the Board of Directors (Board) as authorized in Section 16.1 of the Association's By Laws (Declarations).

These House Rules supersede any and all previous House Rules or other rules and regulations.

The Association shall be governed by these House Rules, except where otherwise stated within the Association's Declarations, and Covenants, Conditions and Restrictions (CC&R's), which shall take precedence over these House Rules.

The Board may amend, add or delete to or from these House Rules as determined to be appropriate. Changes to these House Rules and/or articles shall be made by Supplemental Amendment.

STATEMENT:

As we live in such close association with our fellow residents, we should abide by common courtesy and see that our actions do not infringe on the rights of others. These House Rules are designed to provide safety, help maintain property values and ensure that every Silver Creek resident achieves the maximum enjoyment from their home. It is therefore necessary that each person at Silver Creek abide by the Association's Declarations, CC&R's and House Rules. Each owner is responsible for informing their family members, tenants or guests of the appropriate rules and regulations and seeing that those rules and regulations are complied with.

House Rules, Declarations and CC&R's apply to any person within the boundaries of the Silver Creek Condominium property, whether a unit owner, an owner's tenant or visitor. Each unit owner is responsible for their occupants, tenants and/or visitors and will be held accountable for violations committed by their occupants, tenants and/or visitors.

The Board hereby adopts these House Rules as indicated by the signatures hereinafter of its duly authorized representative(s) who are acting within the scope of their powers and by authority of their governing body. These House Rules become effective upon the date of execution by the last party thereof.

SILVER CREEK CONDOMINIUM ASSOCIATION BOARD OF DIRECTORS

By: <u>Thomas O. Mackay</u>	By: <u>Jane F. Gust</u>
Title: <u>PRESIDENT</u>	Title: <u>Vice President</u>
Date: <u>4/5/97</u>	Date: <u>April 8, 1997</u>

By: <u>Gayla K. McRobert</u>	By: <u>Rose Podewang</u>
Title: <u>Treasurer</u>	Title: <u>Member</u>
Date: <u>4/8/97</u>	Date: <u>April 8, 1997</u>

By: RW

Title: Secretary

Date: 4/5/97

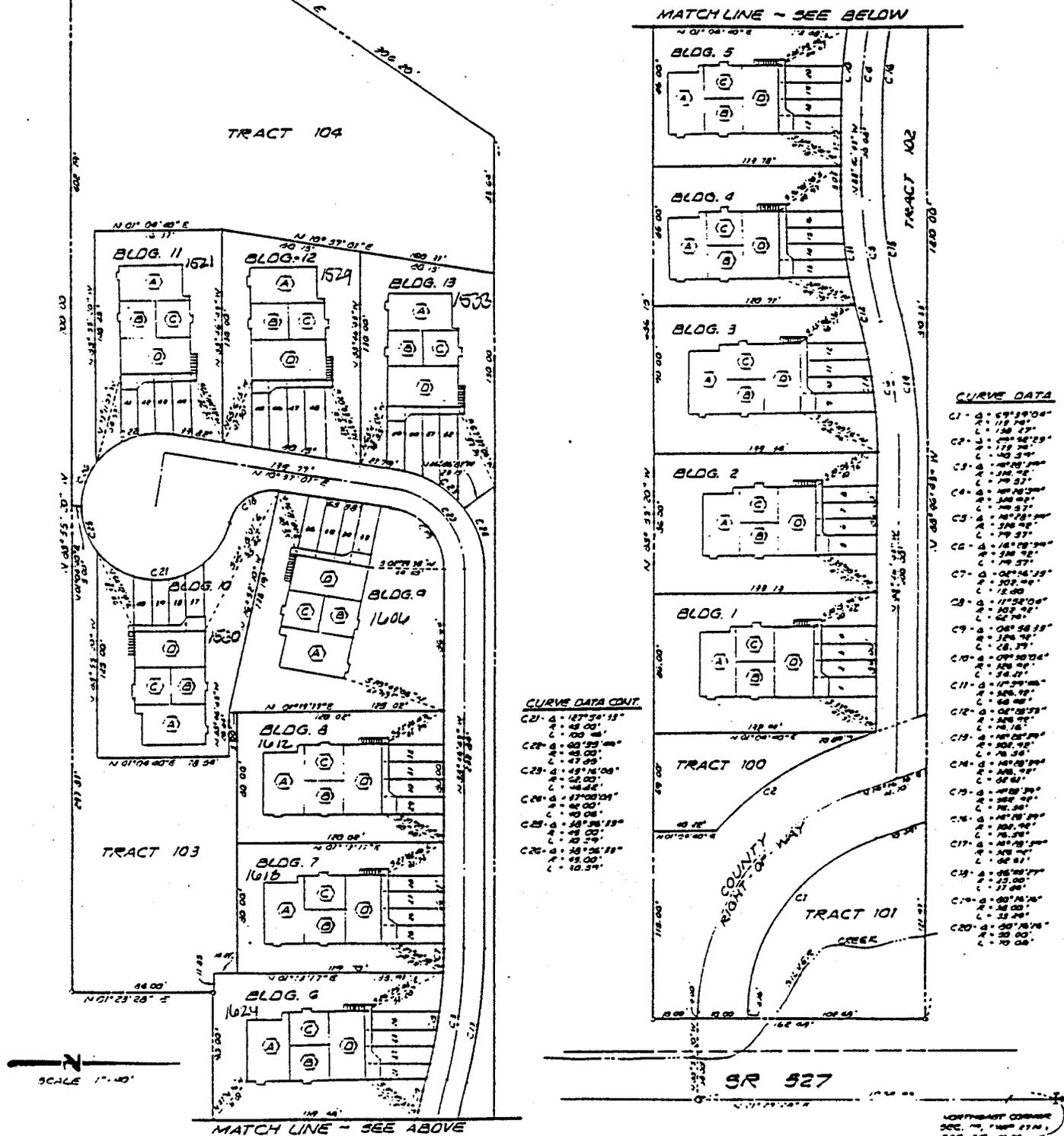
ARTICLE INDEX

<u>Article No.</u>	<u>Article Description</u>	<u>Date Change</u>	<u>Type Change</u>
1.	Property Map		
2.	Notices & Management Company		
3.	Monthly Assessments		
4.	Parking and Vehicles		
5	Noise		
6.	Landscaping		
7.	Exterior Appearance		
8.	Garbage/Trash/Recycling		
9.a.	Leasing/Tenants		
9.b.	Leasing/Tenant Info. Form		
10.	Pets		
11	Common Area Use		
12.	General		
13.a.	Violations & Reporting		
13.b.	Violation Report Form		
14.	Fines		
15.	Due Process		
16.	Supplemental Amendment		

ARTICLE 1.

PROPERTY MAP

SECTION 19, TOWNSHIP 27 NORTH, RANGE 5 EAST, W.M.
SNOHOMISH COUNTY WASHINGTON



CURVE DATA

C1	A	69°19'06"
	B	119.78'
	C	158.47'
C2	A	208°56'29"
	B	179.28'
	C	142.57'
C3	A	148°28'39"
	B	118.78'
	C	109.37'
C4	A	109°30'00"
	B	109.37'
	C	109.37'
C5	A	148°28'39"
	B	118.78'
	C	109.37'
C6	A	148°28'39"
	B	118.78'
	C	109.37'
C7	A	108°16'13"
	B	109.37'
	C	15.00'
C8	A	118°28'00"
	B	109.37'
	C	109.37'
C9	A	108°16'13"
	B	109.37'
	C	15.00'
C10	A	108°16'13"
	B	109.37'
	C	15.00'
C11	A	118°28'00"
	B	109.37'
	C	109.37'
C12	A	108°16'13"
	B	109.37'
	C	15.00'
C13	A	108°16'13"
	B	109.37'
	C	15.00'
C14	A	108°16'13"
	B	109.37'
	C	15.00'
C15	A	108°16'13"
	B	109.37'
	C	15.00'
C16	A	108°16'13"
	B	109.37'
	C	15.00'
C17	A	108°16'13"
	B	109.37'
	C	15.00'
C18	A	108°16'13"
	B	109.37'
	C	15.00'
C19	A	108°16'13"
	B	109.37'
	C	15.00'
C20	A	108°16'13"
	B	109.37'
	C	15.00'

CURVE DATA CONT.

C21	A	187°36'15"
	B	45.00'
	C	109.37'
C22	A	108°16'13"
	B	109.37'
	C	15.00'
C23	A	108°16'13"
	B	109.37'
	C	15.00'
C24	A	108°16'13"
	B	109.37'
	C	15.00'
C25	A	108°16'13"
	B	109.37'
	C	15.00'
C26	A	108°16'13"
	B	109.37'
	C	15.00'

SR 527

NORTHEAST CORNER
SEC. 19, TWP. 27 N.,
R. 5 E., W.M.

SITE PLAN

ARTICLE 2.

NOTICES & PROPERTY MANAGEMENT COMPANY

A. NOTICES:

All notices to the Board shall be in writing and sent by United States mail, first class, postage prepaid, and shall be addressed as follows (or to such other address as may be designated from time to time by special notice):

SILVER CREEK CONDOMINIUM ASSOCIATION
% Wendell Hedges Inc.
2200 112th Avenue NE.
PO Box 3666
Bellevue, Washington 98009
Attn: Property Manager

B. EMERGENCY CONTACT:

In case of an emergency please contact the property management company at phone no. 206-455-2560 or 206-243-5507.

C. MANAGEMENT COMPANY:

The current management company is:

Wendell Hedges Inc.
2200 112th Avenue NE.
PO Box 3666
Bellevue, Washington 98009
Phone No. 206-455-2560
 206-243-5507
FAX No. 206-455-1506

The current property manager is: Dane Hedges

ARTICLE 3.

MONTHLY ASSESSMENTS

A. MONTHLY ASSESSMENTS:

Monthly Assessments, or Maintenance Fees, are due on the 1st day of each month and are delinquent if not received by the 15th day of that same month.

B. PAYMENTS:

Payments should be made to **SILVER CREEK CONDOMINIUM ASSOCIATION**.

C. LATE FEES:

A late fee of twenty five dollars (\$25.00) will be assessed on any assessment account not paid in full as of the close of business on the 15th day of the month.

D. COLLECTION PROCEDURES:

In addition to what is prescribed in the Declarations Section 21, the procedure for collecting unpaid association debt is as follows:

1. A written notice will be sent to the unit owner advising of non payment.
2. If payment is not received within forty five (45) days from the 1st day payment was due, a collection agency may be employed and/or a lien may be filed.
- 3.a. Utility/electrical service to the unit may be terminated.
- 3.b. If utility/electrical service is terminated, a disconnection fee in the amount of twenty five dollars (\$25.00) will be charged to the unit owner.
- 3.c. When utility/electrical service is restored, a reconnection fee of twenty five dollars (\$25.00) will be charged to the unit owner.
- 3.d. These amounts may vary depending on the fees charged for electrical contractor services.

E. LEGAL FEES & COSTS:

Any legal fees, charges or costs incurred by the Association, as a result of collecting its delinquent debts from a unit owner, will be the sole responsibility of the unit owner.

ARTICLE 4.

PARKING & VEHICLES

Parking is limited in the community and the rules are designed to permit the most equitable use of the existing spaces by all.

A. ALLOCATED SPACES:

Each unit has three approved parking spaces, one garage and two uncovered. The uncovered spaces are located directly behind the unit's garage and extend to the roadway. No vehicle is permitted to extend into the roadway.

B. COMMON ROADWAY:

No vehicle is permitted to park in or along the common roadway. Parking is permitted in designated spaces only.

C. RESTRICTED ACCESS:

No vehicle is permitted to be parked in such a manner as to restrict or prevent access to any common entrance or exit, this includes but is not limited to dumpsters and buildings.

D. ENTRANCE TO BOTHELL EVERETT HIGHWAY:

No vehicle is permitted to park along and between the front entrance of Silver Creek and Bothell Everett Highway.

E. VISITORS PARKING:

Any uncovered space not located directly behind a unit's garage is solely for the use of visitor/guest parking.

F. INOPERATIVE & UNLICENSED VEHICLES:

No inoperative or unlicensed vehicle is permitted to be parked in an uncovered space.

G. STORAGE:

No vehicle is permitted to be stored in an uncovered space without board approval.

H. COMMERCIAL VEHICLES:

No commercial vehicle is permitted to be parked in an uncovered space without board approval, except during pick-up, delivery or in the performance of some work in progress.

ARTICLE 4. (Continued)

PARKING & VEHICLES

I. OVERSIZED VEHICLES:

No vehicle larger than, or which extends beyond, a designated parking space is permitted to occupy that space, except during moving or delivery. This includes but is not limited to boats, trailers, buses and recreational vehicles.

J. RECREATIONAL VEHICLES:

Recreational vehicles may be parked in a unit's uncovered space for up to forty eight (48) hours for the purposes of pre and post travel loading and unloading.

K. MAINTENANCE TO VEHICLES:

Permitted maintenance work on vehicles is extremely limited. No work is permitted which might produce spillage of any kind, such as gas, oil, grease and/or anti-freeze.

L. OIL CHANGE:

Oil changing is not permitted.

M. MAJOR REPAIRS:

No motor rebuilds, body work or other major repairs are permitted.

N. SPEED LIMIT:

The maximum speed limit on Silver Creek Property is fifteen (15) mph. Speeding and unsafe driving is prohibited.

O. NOISE:

Excessive vehicle noise is not permitted, this includes but is not limited to horns and mufflers.

P. TOWING:

Any vehicle improperly parked or otherwise found to be in violation may be towed from the Silver Creek property. If a vehicle is towed from the Silver Creek property it will be done solely at the owner's risk, liability and expense.

ARTICLE 5.

NOISE

A. NOISE LEVEL:

Noise shall be kept at a reasonable level at all times.

B. DISTURBING OTHERS:

No noise or disturbance which causes unrest or otherwise deprives an owner or occupant of the quiet enjoyment of their premises shall be permitted. This includes, but is not limited to voice, musical instruments, electrical appliances, motor vehicles and/or other equipment.

C. QUIET HOURS:

Quiet hours are to be observed between 10:00 PM and 8:00 AM. Extra care in keeping noise levels down during this period must be maintained.

ARTICLE 6.

LANDSCAPING

A. FLOWERS:

Flowers are permitted with formal Board approval and are the sole responsibility of the owner.

B. DAMAGE TO COMMON AREA:

Any damage to the landscaping ~~of~~ any common area caused by an owner, their occupant, tenant, guest or pet, shall be repaired at the expense of the owner.

D. MAINTENANCE & PRUNING:

All maintenance and pruning of the general common area is the responsibility of the landscaping company hired by the Association.

ARTICLE 7.

EXTERIOR APPEARANCE

A. DECKS & ENTRANCES:

Owners shall keep decks and entrances to their units clean and free of debris.

B. UNSIGHTLY CONDITIONS:

No unsightly conditions are permitted, which includes but is not limited to, laundry, litter, trash containers, debris, or as otherwise determined by the Board.

C. CLOTHES LINES:

No clothes lines are permitted.

D. FIREWOOD:

No exterior storage of firewood is permitted. Owners are solely responsible for any loss or damage resulting from interior storage of firewood.

E. ALTERATIONS & MODIFICATIONS:

No alterations or modifications of any kind are permitted to a unit without prior written Board approval.

F. WINDOW COVERINGS:

All windows must have curtains, blinds or drapes which are off white in color, visible from the exterior.

G. REAL ESTATE SIGNS:

Real estate signs are not permitted except for:

1. One placed inside a unit.
2. One placed on the Communal Sign Post at the entrance to Silver Creek Condominiums.
3. Open House signs and banners are permitted while an open house is being held.

No exceptions permitted.

ARTICLE 8.

GARBAGE/TRASH/RECYCLING

Garbage/Trash/Recycling services are provided solely for the residents of Silver Creek Condominium. Residents are urged to report any violations of this rule to the management company.

A. PERSONAL USE:

Dumpsters and recycling bins are for normal, personal, household garbage and trash use only and are not to be used for commercial or business purposes.

B. PLASTIC BAGS:

All garbage must be placed in plastic bags and securely fastened.

C. ITEMS LEFT OUTSIDE:

No items may be left outside the dumpster or on the ground.

D. DUMPSTER DOORS & GATES:

Dumpster area enclosure doors/gates must be closed when leaving the dumpster area.

E. LARGE & BULKY ITEMS:

No large or bulky items may be placed in the dumpster or it's enclosure. This includes but is not limited to furniture and appliances.

F. HAZARDOUS MATERIALS:

No hazardous material of any kind may be disposed of within the boundaries of Silver Creek Condominium.

G. CARDBOARD BOXES:

Cardboard boxes must be broken down and placed inside the dumpsters or recycling bins. If the dumpsters or recycling bins are full, return the boxes to your unit and try again when the containers are empty.

H. RECYCLING:

Recycling rules must be followed at all times as indicated by the appropriate signs and labels.

I. LITTER:

No littering anywhere on the Condominium grounds is permitted, this includes but is not limited to cigarettes.

ARTICLE 9.a.

LEASING/TENANTS

A. LESSEES/TENANTS:

Lessees/Tenants must agree to abide by the Silver Creek Condominium Association's House Rules, Declarations and CC&R's. Please refer to Declarations Section 12.

B. LESSORS/OWNERS:

Lessors/Owners must submit the following to the Property Management Company:

1. A signed copy of the rental agreement
2. A signed copy of the Leasing/Tenant Information Form

C. TENANT OCCUPANTS:

No more than five (5) tenant occupants are permitted to reside within a unit, without prior written Board permission.

D. OWNERS LIABILITY:

Lessors/Owners are responsible and liable for the actions of their Lessees/tenants.

ARTICLE 9.b.

SILVER CREEK HOMEOWNERS ASSOCIATION

Leasing/Tenant Information Form

Unit No.: _____

Lessor/Owner: _____

Address: _____

Home Phone: _____ Work Phone: _____

Emergency Contact and Instructions: _____

Lessee/Tenant: _____

Home Phone: _____ Work Phone: _____

Number of occupants/residents: _____ Name of occupants/residents(list each separately):

Emergency Contact and Instructions: _____

Number of Vehicles: _____ (list each separately):
License No./State Make Year Color

The Lessor and Lessee hereby agree to the provisions of the SILVER CREEK CONDOMINIUM ASSOCIATION'S House Rules, CC&R's and By Laws as indicated by their hereinafter signatures.

LESSOR/OWNER

LESSEE/TENANT:

Date: _____

Date: _____

This form must be retained by the Management Company.

ARTICLE 10.

PETS

A. CONTROL:

Pet owners must be in complete control of their pets at all times, this includes but is not limited to sound and activity.

B. DISTURB & INTERFERE:

Pet owners must control or remove, if necessary, any domestic pet which disturbs and/or interferes with the quiet enjoyment of another owner/occupant, or causes loss and/or damage to any personal or community property. This includes but is not limited to grass, flowers, trees, shrubbery or other common area landscaping.

C. LOSS & DAMAGE:

Loss, damage or personal injury caused by a pet to the private property or person of another, is a matter solely between the pet owner and the person(s) whose property is lost damaged or injured.

D. UNATTENDED:

Dogs must not be left unattended outside at any time.

E. EXCREMENT:

Any excrement deposited by a pet is the sole responsibility of the pet owner and must be removed immediately from any/all common areas, and must be discarded by a method which complies with local government regulations.

F. EXERCISE AREA:

No pet is authorized to relieve themselves on any common area inside of and within the existing fence of the Condominium complex. The designated pet exercise area is located between the creek and the west side of the fence behind building 1533. An existing gate is installed for access to this area.

G. LAWS & ORDINANCES:

Any and all applicable animal/pet laws and ordinances must be adhered to.

ARTICLE 10. (Continued)

PETS

H. COMMERCIAL BREEDING:

No commercial breeding of animals is permitted.

I. VIOLATIONS:

Violators will be warned and/or fined in keeping with the Silver Creek Condominium Association Rules and Regulations. Repeated violations may result in the removal of the pet as prescribed in the Declarations, Section 12.

J. LEASH LAWS:

Any and all leash laws must be observed at all times.

ARTICLE 11.

COMMON AREA USE

A. FOOTBALL FIELD:

The FOOTBALL FIELD, as it's commonly referred to, is the grassy area located behind buildings 1618, 1612, and 1530 and must not be used for pet relief.

B. ROOF ACCESS:

Roof access is not permitted.

C. SIDEWALKS & GRASS:

No bicycles, skates, skateboards, roller blades, etc. are permitted to be used on sidewalks or grassed areas.

D. DAMAGE:

Any damage to a common area caused by an owner, their occupant, tenant, guest or pet will be repaired at the expense of the owner.

E. LITTERING:

No littering anywhere on the Condominium grounds is permitted, this includes but is not limited to cigarettes.

ARTICLE 12.

GENERAL

A. NON-RESIDENT OWNER, BOARD:

A non-resident owner may not be on the Board or Chair a Committee.

B. OWNER IN GOOD STANDING:

To serve on the Board or Chair a committee an owner must not be delinquent with any association charge or assessment and must not be in violation of any House Rule.

C. NON-RESIDENT OWNER, COMMITTEE:

A non-resident owner may serve on a Committee.

ARTICLE 13.a.

VIOLATIONS & REPORTING

Each owner and resident of Silver Creek Condominium is encouraged to report violations of the House Rules.

A. AUTHORITY:

The Board has the authority and responsibility to interpret and enforce the House Rules and reserves the right to use discretion in making determinations on a case by case basis.

B. METHOD OF REPORTING:

Violations are to be reported to the property management company and should be done so in writing using the Violations Report Form. Phone calls are permitted during emergencies but should be followed up in writing.

C. ENFORCEMENT:

The Board has delegated authority to the property management company to enforce the House Rules, which includes but is not limited to, contacting the parties, issuing warning letters and levying fines.

D. PROCEDURE:

When it is been determined that a violation has occurred the following will take place:

1. The management company will attempt to contact the Board to obtain instructions on how to proceed. If unable reach the Board, the management company may proceed to contact the parties by phone and/or mail if immediate action is necessary. Notification to the Board will take place as soon as practicable.
2. The management company will formally advise the Board of the violation and any action taken. The Board will determine what, if any, further action is warranted.
3. The Board may instruct the management company to issue a FRIENDLY REMINDER letter explaining the violation and asking for immediate compliance.
4. If the violation continues the Board may instruct the management company to issue a formal WARNING letter to the unit owner and/or their tenant. The warning letter will advise how and when the unit owner and/or tenant will be given an opportunity to explain their case to the Board.

ARTICLE 13.a. (Continued)

VIOLATIONS & REPORTING

5. If the violation is not resolved after the unit owner and/or tenant has been given the opportunity to explain their position to the Board, the Board may impose a fine and instruct the management company to begin collection, as defined under Exhibit 14, Fines.

E. OWNER RESPONSIBILITY:

Each unit owner is accountable and financially responsible for any violation of these House Rules.

ARTICLE 14.

FINES

A. AUTHORITY:

The authority to levy fines for violations of these House Rules, is granted to the Board by the Washington State Condominium Act.

B. DUE PROCESS:

Due process will be followed as prescribed in the Washington State Condominium Act.

C. PROCEDURE:

The procedure for handling a violation is as follows:

1. A warning letter will be sent to the violator and/or owner advising of the violation and requesting immediate remedy.
2. If the violation is not remedied, as outlined in the warning letter, a fine may be imposed.
3. A notice of hearing will be sent to the violator and/or owner advising how, when and where they may explain their position to the Board.
4. If a fine is imposed, violation letters will be sent to the violator and/or owner stating the conditions and amounts of the fine. Violation letters will continue until the violation has been remedied.

D. AMOUNTS:

The amounts for levies/fines are as follows:

- | | |
|---|----------|
| - first violation | \$ 25.00 |
| - second violation, same offense | \$ 50.00 |
| - third and subsequent violations, same offense | \$100.00 |

E. COLLECTION:

The procedure for collection of levies/fines is as stated herein under Article 3, Monthly Assessments.