

**Highlands Condominium Association  
Rules and Regulations  
September 2015 – Revised July 2023**

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**Outdoor Cooking Grills**- Effective July 2023

Due to the extreme potential for fire, all outdoor cooking grills, electric, propane, gas, or charcoal, are prohibited from use on the property including common or limited common areas, condominium decks or patios. Noncompliance with this rule will result in fines as allowed by the Covenants Conditions, and Restrictions.

**Satellite Dishes**

The intent of this policy is to prevent eyesores and maintain the integrity of our Association’s grounds. After requests for homeowners to install satellite television as an alternative to standard cable, the Board of Directors has established the following guidelines.

1. Satellite dishes must be no larger than one meter (3 feet, 3 inches) in diameter.
2. The dish must be of a muted color to include gray, brown, black or dark green. Other colors may be approved at the Board's discretion.
3. The dish may not, under any circumstances, protrude from the plane of the owner's patio. It must not be visible to any other tenant from their own patio or from the common areas.
4. The installation of the dish and its associated equipment may not damage or alter the structure of the common areas, nor may it damage or significantly alter the building's integrity.
5. All satellite dish installations are subject to review by the Board of Directors prior to and after installation to ensure compliance with this intent.

### **Signs**

1. Please note the following if you plan to sell or rent your unit and you, your real estate company, or your property management company will be placing advertising signs. The grounds area by the townhouse parking lot next to the entrance and bordering the street (with the big pine tree) is the allowed area for real estate signs. The grounds area that has our rock wall by the entrance (the longest grassy area) bordering the street has NOT been designated to allow signs; any sign(s) in this area will be requested to be moved. No signs shall be displayed to the public view on any units or any portion of the property, unless first approved by the Board in its discretion. No signs shall hang off any balcony. See Article 10.5 of the Declaration of Covenants.

*Signs. Signs advertising Units for sale or rent may be displayed on the Property without prior approval of the Board provided that such signs shall be of reasonable and customary size and shall be displayed only at such location or locations within the Common Elements as shall be designated for such purpose by the Board. Except as expressly permitted by this Paragraph, and subject to the provisions of Chapter 64.38 RCW, no signs shall be displayed to the public view on any Units or on any portion of the Property, unless first approved by the Board in its discretion.*

2. No unit shall be used for commercial or other non-residential purposes, except for home office business. No signs or advertising of a home office business is allowed. No signs shall be displayed to the public view on any units or on any portion of the property, unless first approved by the Board in its discretion. No signs shall hang off any balcony- reference Article 10.1 of the Declaration of Covenants, Conditions, and Restrictions.

### **Designated Pet Area**

1. The hilly grassy area that is to the east and west of our first entrance, which borders the street, is the only area allowed for pet use. The lawn areas directly in front of the condos and townhouses are off limits to pets.
2. You must pick up and discard all your pet's waste.

### **Animal Restriction**

Pursuant to Article 10.1 of the Declaration of Covenants, Conditions and Restrictions, you are allowed only one dog per Unit. No animals shall be raised or kept within any Unit, except that no more than two (2) cats or one (1) dog, or one (1) cat and one (1) dog, may be kept within any Unit, with the right to keep all pets being conditioned by a requirement that they be kept leashed and only allowed in those certain areas designated by the Association as pet areas, and otherwise be kept under strict control at all times

when in the Common Elements. All Owners shall immediately clean up any waste (including excrement) created by such Owner's pet(s). All such pets must be licensed per local and municipal regulations. The Board may require the removal of any animal which the Board in the exercise of reasonable discretion finds unreasonably disturbing other Unit Owners, and may exercise this authority for specific animals even though other animals are permitted to remain. If you have more than one dog and are in violation of this condition, you will be asked to comply with this covenant.

### **Screen Doors**

1. After requests from homeowners to install screen doors on their units, the Board of Directors has established the following guidelines:
  - a. Screen doors must be "hunter green" or "cranberry". For an example, please see the 2007 line-ups of Larson and Pella doors as they manufacture their doors in the accepted colors.
  - b. At no time may an individual install a screen door without the consent of the Board of Directors for the Association.
  - c. At no time will an aluminum screen door be installed.
  - d. Screen doors may be a "hide-a-screen", glass, or a glass/screen, but may not be solid metal.
  - e. All screen doors must secure properly and must have an automatic closing mechanism. The intent of this rule is to prevent safety hazards for passers-by and also to prevent general and wind noise from a poorly secured and poorly fitting screen door.
  
2. The intent of this policy is to prevent eyesores, ensure safety, and maintain the integrity of our Association's grounds and common elements. All screen door installations are subject to review by the Board of Directors prior to installation and after installation to ensure compliance with this intent.

### **Fines**

It is not the intention of the Board to "catch" Owners not complying with the CC&R', nor can the Board be expected to be aware of all violations occurring on the Property. It is however, the Board's responsibility as governing body of the Association to appropriately respond to Owner's complaints and make necessary adjustments when called upon. There is also a responsibility to enhance (when financially feasible) and protect the appearance of the Property, thereby increasing its value.

If a letter notifying the owner of a violation is sent, each Owner shall have two (2) weeks from the date of this letter in which to comply with the above stated. Should an Owner be found out of compliance after two (2) weeks, the Owner will receive a Notice of Violation and a fine in the amount of Fifty Dollars (\$50). Every two (2) weeks thereafter, if the Owner is found still in violation, an additional fine will be assessed; however, the Second fine will be Seventy-Five Dollars (\$75). Third and subsequent fines will be One Hundred Dollars (\$100). If payment is not received within thirty (30) days from the date on the Notice of Violation, an additional late payment fee will be charged in the amount of Twenty-Five Dollars (\$25) with both the fine and late payment fee bearing interest.

## **Rental Units**

Further, each Owner bears the sole responsibility of informing its lessee of the CC&R's and subsequent documentation. As stated in Section 10.6 of the CC&Rs: "Any failure by a lessee to comply with the terms of the Project Documents shall be a default under the lease, whether or not it is expressed therein, and the Owner shall be liable for any costs incurred which result from the lessee's actions." ■ Owners are to provide copies of all controlling documents to lessees.

- Property owners are required to complete applicant screenings provided by reputable screening companies.
- Compliance and violation issues should be addressed and responded to in writing within 72 hours of notification of said issues.
- Change in tenancy will be communicated to the Board and/or Association Management Agent in writing.

## **Common Elements**

At the request of the Board of Directors for the Highlands Condominium Association and pursuant to a number of complaints received over the last couple of months concerning personal items being left and/or stored on Limited Common Elements and Common Elements, it was determined by unanimous vote of the Board of Directors at a monthly meeting on April 20, 2009, to begin enforcing the Covenants, Conditions and Restrictions (CC&R's) as defined below:

### **Limited Common Elements**

Portions of the Common Elements referred to as "Limited Common Elements," are hereby set aside and allocated for the perpetual exclusive use of the Owners of Individual Units.

### **Limited Common Elements shall include (CC&R 4.4.1):**

1. Any portion of any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture that services a single Unit (any portion of any such item that services more than one unit) or any portion of the Common Elements shall be deemed part of the Common Elements);
2. Any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, and all exterior doors and windows or other fixtures designed to service a single Unit, but which are located outside the Unit's boundaries; and
3. The carport appurtenant to each Unit, as reflected in the Survey/Plan. The boundary of a carport is defined by the striping on each side of it and imaginary lines between the trod points of such striping.
4. The storage locker appurtenant to each Unit.

**Board Approval of Common Element Modifications(CC&R7.2.3 )**. Owners may not, however, modify, paint, or in any way alter their respective Limited Common Elements without prior to written approval of the Board of Directors.

It is hereby requested that Owners comply with the following effective immediately:

1. **Decorations/Personal Items**: All decorations and personal items, including, but not limited to, holiday, design, exercise equipment or any other form of personal expression, are hereby limited

to within each Owner's Unit or storage locker. Further, Owners shall be allowed to place tasteful decorations on the exterior of their unit. Such decorations shall be limited to a maximum of 11x14 inches and may not be placed more than 4 feet from the front door.

2. Signs: As stated above, no signs shall be displayed to the public view on any Unit or on any portion of the Property. An exception "may" be given by the Board only if determined to be of medical necessity.
3. Garbage: At no time shall garbage bags, trash, rubbish, or boxes of any kind be placed on the Limited Common Elements or Common Elements.
4. Owners' Balconies: Owners shall have the right to decorate and/or store personal items on their balconies so long as those items do not detract from the appearance of the Property or thereby decrease its value. At no time shall any item extend past the railing of each Owner's balcony.
5. Window Treatments: Within thirty (30) days of ownership of a Unit, the Owner shall install "reasonable and customary" window treatments, including, but not limited to, mini-blinds, shades, curtains, etc. At no time after thirty (30) days of ownership, shall an Owner display or have visible, blankets, sheets, or any other product not considered reasonable and customary for its use.
6. Welcome Mats: Owners shall have the right to place a welcome mat on the Limited Common Elements leading directly into the Owner's Unit so long as the welcome mat is considered to be reasonable and customary for its use. At no time shall an Owner place carpet or any other product not considered to be reasonable or customary on the Limited Common Elements or Common Elements.
7. Flower Beds: Planting and/or decorating of the Common Elements, including but not limited to flower beds, is prohibited pursuant to Section 4.5(e) of the CC&R's which state: "The right of the Board to reasonable restrict access to roofs, maintenance areas and other Common Elements of the Property." Additionally, at no time shall an Owner interfere or make special requests of a contractor(s) who is an employee of property management or the Association for the purpose of regular maintenance of the Common Elements.

The Board reserves the right to request than an Owner remove any item from his or her Unit that is deemed a nuisance and/or inappropriate.

### **Assessments**

Assessments are due on the first of every month. If any part of any assessment is not paid for and received by the Association or its designated agent within ten (10) days after its due date, an automatic charge of Twenty-Five Dollars (\$25) shall be assessed. After an assessment shall be delinquent thirty (30) days from its due date, the Assessment and the late charge shall thereafter bear interest at the lesser of (A) the rate of 16% per annum until paid or (B) the maximum rate allowed by law. Each unpaid assessment, whether regular, extraordinary, or special, shall constitute a lien on each respective Unit with the priority specified in the Covenants Conditions, and Restrictions.

### **Quiet Hours**

As directed by the Board of Directors at their June 2013 meeting, quiet hours are between the hours of 10 pm and 7 am. During this time, residents shall refrain from actions that cause noise to be heard outside their units such as loud music, slamming doors, using the laundry and mail facilities and any other noises that may be cause for complaint by neighbors.

### **No Smoking**

Due to increased risk of fire, increased maintenance costs and the known health effects of secondhand smoke, smoking is prohibited in Units, private and common elements and areas of the Property, all indoor areas and within 25 feet of the building(s) including entryways, balconies, and patios. This rule applies to all Owners, tenants, guests, service persons, and all other individuals present on the property, unless excepted under Section 10.8.3. Residents and Owners are responsible for ensuring that family members, visitors, roommates and guest comply with this rule.

The term smoking means inhaling, exhaling, burning, breathing or carrying any lighted cigar, cigarette or other tobacco or marijuana product or similar light product in a any manner or any form.

All new and renewed leases for any unit on the Property shall not allow smoking and must include the non-smoking provision in Sections 10.8 and 10.81.