

VILLAGE AT CORDATA NORTHSIDE CONDOMINIUM ASSOCIATION
AMENDED AND RESTATED RULES AND REGULATIONS

Dated the 20th day of October, 2022

These Amended and Restated Rules and Regulations are adopted by the Village at Cordata Northside Condominium Association in consultation with Counsel and in accordance with the Bylaws of the Village at Cordata Northside Condominium Association (hereinafter “Bylaws”) and the Declaration of the Village at Cordata Northside Condominium (hereinafter “Declaration”).

The intent of the Rules is to enhance the value of the Units, Common and Limited Common Elements of the Condominium and to protect and enhance the quality of life for all residents in the community.

It is understood that ownership within a condominium association brings with it responsibilities to one’s neighbors and the rest of the community.

These Amended and Restated Rules and Regulations completely replace any existing Rules and Regulations of the Association.

A. BOARD OF DIRECTORS

The Board of Directors of Village at Cordata Northside Condominium Association (hereinafter “Board”) is elected by the membership of the Village at Cordata Condominium Association (hereinafter “Association”). Aside from governing the day-to-day business of the association, one of the important responsibilities of the Board is the enforcement of the Rules and Regulations, the Bylaws and the Declaration of the Association. The Board’s authority for the enforcement of these responsibilities is set forth in Section 7.6 of the Bylaws.

B. A 55+ COMMUNITY

The Village at Cordata Northside is a 55+ community, requiring:

1. 80% of the Units in the housing shall be occupied by at least one person who is at least fifty-five (55) years of age or older.
2. At least ninety-five percent (95%) of the Units shall be occupied by at least one person forty (40) years of age or older.

Children under the age of eighteen (18) may not reside in the Village at Cordata Northside.

1. Children may visit for two (2) weeks out of an eight (8)-week period.
2. Visiting children are not allowed to play in the streets unsupervised.

C. FEES

Monthly fees are established by the Board pursuant to the annual budget process outlined in Section 10.1 and 10.2 of the Declaration and assessments as outlined in Section 10.4 of the Declaration.

The monthly fee/assessment covers the common expenses of the Association, as described in Sections 2.6 and 8.4.2 of the Declaration, which includes, but is not limited to: lawn/tree/shrub care, sprinkler systems, exterior maintenance of structures, garage doors/openers, gutters, roofs, road maintenance, property and liability insurance, basic cable TV, and water/sewer utilities.

A portion of the monthly fee/assessment also goes towards reserves for capital improvements, major repairs, replacements, and insurance deductibles, as outlined in Section 10.3 of the Declaration.

D. VEHICLE PARKING

Unit Owners are allotted four (4) parking spaces, two in their garage and two outside on their driveway.

1. No permanent parking on roadways is permitted; overnight parking in Owner garages is preferred, including overnight caregivers.
2. Visitors will park in driveways, unless a Unit Owner has a large gathering/group.
3. For large groups/gatherings at a Unit, parking is allowed curbside on roadways for daytime or evening affairs.
4. Parking permits are required for any vehicle parking curbside overnight. Permits must be prominently displayed on driver-side dashboard. (Addendum Page i)
5. Parking spaces in front of the Clubhouse are intended for limited use by residents or workers having business in the Community.
6. RVs and boats may be parked at curbside for up to eight (8) days a month (but not more than four (4) consecutive days at a time).

E. CHANGES TO BUILDING EXTERIORS

1. Unit Owners must have written approval from the Board *before* the desired change to the building exterior or landscaping is *commenced*.
2. Forms to request structural changes including, but not limited to, the addition of decks, skylights and/or solar panels are available from the Board and require Board approval. (Addendum Pages ii & iii)
3. Installation of solar panels must meet health and safety standards and requirements imposed by state and local permitting authorities.
 - a. The installed solar panels and equipment must meet all applicable safety and performance standards established by the National Electric Code, the Institute of Electrical and Electronics Engineers, accredited testing laboratories, such as Underwriters' Laboratories, and, where applicable, rules of the Washington Utilities and Transportation Commission regarding safety and reliability.
 - b. Solar panels must not be visible above the roofline without special permission, for instance when needed to be feasible given the angle of the house vs the sun.
 - c. Solar panels may face the interior streets only if the panels conform to the roof and the top edge of the panel is parallel to the roof.
 - d. Solar panel equipment and mounting hardware must conform to the color of the roof. Dark outside edges are preferable to silver, light-colored edges as they are less visible.
 - e. Owners of Units with solar panels must indemnify or reimburse VACNCA for loss or damage caused by the installation, maintenance, or use of a solar energy panel.
 - f. Owners of Units with solar panels are financially responsible for roof leaks caused by the panels.
 - g. Owners of Units with solar panels are financially responsible for the cost of removing and reinstalling the panels when the roof is replaced by VACNCA.
4. Decks must follow approved plans; railings must be painted white, or the coordinating color approved by the Board. (Addendum Page iv)

5. Attached trellises already in place will be grandfathered in. At the time of sale of a condominium, these trellises must be removed before the "For Sale" sign is posted.
 - a. No new trellises may be attached to the Unit.
 - b. Grandfathered attached trellises are to be painted color of the house.
6. Satellite dishes (18"), subject to prior approval by the Board, (Addendum Page ii) are permitted as follows:
 - a. On top of patio decks;
 - b. On tripods adjacent to the Unit;
 - c. Inside the attic of a Unit; and
 - d. On the fascia of the Unit.
7. Any other changes to the exterior of the unit require Board approval. (Addendum Page iv)

F. CHANGES and MAINTENANCE of LANDSCAPING

1. "Unit owners must have written approval from the Board *before* the desired change to the landscaping is *commenced*." (Addendum Page v)
2. On the sale of a Unit, the seller(s) must make the new owners aware of any additional landscaping improvements and their responsibility for the continued maintenance of them.
3. The landscapers under contract to the Association may be hired on an hourly basis at the individual owner's expense for any special services approved by the landscape Committee. Outside landscape companies are permitted in VACNCA with approval of the Landscape Committee and the Board. These companies must be licensed and insured.
4. Planting and removal of trees, shrubs, and flowers:
 - a. A plan for the planting or of trees and shrubs must be approved by the Landscape Committee or the Board before work is undertaken.
 - b. Owners may not remove trees or major parts of healthy trees or shrubs, such as limbs or roots, without the consent of the Landscape Committee or the Board.
 - c. An owner may plant annuals or vegetables in the limited common element adjacent to their home, but will be responsible for their upkeep, including weeding and/or application of mulch to control weeds.
 - d. Trees, shrubs, and flowers planted by the resident in the limited common elements become the property of the Association, and may not be removed when the owner sells, unless approved by the Board.

G. ESTATE & MOVING SALES

1. Garage sales per se will not be permitted in the Association. However, moving or estate sales may be allowed, provided the Board is notified early in the planning stage. (Addendum Page vi) An estate sale is defined as a sale after one spouse residing in VACNCA has died, or if a resident is moving because of the inability to live independently at VACNCA.
2. The administrator or personal representative or surviving spouse must apply to the Board, in writing, for permission to hold an estate sale.
3. Sales must be held within the Unit or its garage, not on the lawn/yard area.
4. Sale hours are limited to not more than two consecutive days between the hours of 10:00 a.m. and 4:00 p.m.
5. A parking attendant must be on the premises during the hours of the Sale.

H. SIGNS and FLAGS

1. For Sale signs may be placed inside the Unit window.
2. Election signs are allowed under RCW 64.38.034.
 - a. Must be inside the Unit.
 - b. May be displayed 45 days prior to a primary or general election and must be removed within 3 days after the election.
 - c. Residents are limited to one sign per election.
3. American flags may be displayed as per RCW 64.38.033.

I. GARBAGE CANS / RECYCLING BINS

1. Except for the scheduled pickup day, garbage cans and recycling bins must be stored inside the garage.
2. Following garbage and recycling pickup, the containers should be taken back into the garage as soon as possible.

J. PETS AND WILDLIFE

1. Well behaved small pets are allowed, not to exceed 40 pounds in weight.
2. All dogs must be on a leash when outside the confines of the Unit or the deck.
3. Dogs of vicious or aggressive disposition are not permitted regardless of size.
4. All animals should be spayed or neutered.
5. No pets are allowed in the Clubhouse, except for service animals.
6. Owners are to immediately remove pet waste and dispose of it properly.
7. Owners are responsible for all pet damage.
8. Fences and enclosures are not allowed to be erected in Common Elements.
9. Guest dogs must abide by established Association rules.
10. Feeding wildlife (rabbits, geese, raccoons, songbirds, etc.) are not allowed.
11. Hummingbird feeders are allowed.
12. Sheds, greenhouses, dog houses, or bird houses attached to the Unit are not allowed.
13. Outdoor cats are not allowed.

K. AUTOMOBILE WASHING

1. Washing of vehicles on pavement (driveways/street) is not allowed as per the Washington State Department of Ecology.

L. CLUBHOUSE RULES

1. SCHEDULING: The clubhouse may be reserved by:
 - a. contacting the calendar coordinator to ensure availability
 - b. filling out the Request for Board Approval for Clubhouse Use. (Addendum vii)
2. Approved Uses: Use of the clubhouse is limited to the following types of events
 - a. VACNCA Board or committee meetings
 - b. Resident's social functions, such as potlucks, bingo, coffee hours
 - c. Wedding, birthday, anniversary celebrations of residents
 - d. Residents' family dinners, reunions or parties that would be too large for their unit.
 - e. No smoking is permitted inside the clubhouse.
 - Those who smoke outside the clubhouse while attending functions must stay 20 feet from doors and should not throw cigarette butts on the ground around the clubhouse.

3. If a resident desires to use the clubhouse for a function that does not seem to fit any of the approved uses, please contact the VACNCA Board in writing with your request.
4. Members may post announcements/notices on the bulletin board for nonprofit charitable events
 - Size of poster may not exceed 12" X 18"
 - Commercial or political postings are not allowed
5. SECURITY: The Unit owner hosting the affair must be present for the entire meeting time. If it is necessary for the door(s) to remain open for a given function, use the manual doorstop for this purpose. No children/minors are permitted the use of the clubhouse unless accompanied by an adult.
6. PARKING: Parking spaces in front of the clubhouse are intended for limited use. These spaces are not intended for long term use by guests or residents.
7. SUPPLIES: Coffee and paper supplies are for Social Committee clubhouse functions only/ Please supply your own beverages and paper goods.
8. CLEAN UP:
 - a. Take all trash with you when you leave. There is no trash pick-up service at the clubhouse.
 - b. Clean spills on rug or floor at once.
 - c. Vacuum before leaving.
 - d. Turn off lights and fireplace.
 - e. Leave thermostat set at 55 degrees when you leave.
 - f. Light over mailboxes should be left on.
 - g. If tablecloths are used, please wash and return promptly.
 - h. Close and lock doors.

M. RENTAL OF UNITS

1. Limitation on Number or Rentals. The total number of Units in the Condominium which may be leased or rented is subject to a maximum of 10% (six Units) at any one time. Rental of any Unit requires written Board approval. (Addendum Page viii)
2. Rental Waiting List. The Board shall establish a Rental Waiting List, containing a list of Owners who wish to rent their Unit, but who are prevented from doing so because of the Rental Cap. Any Owner who wishes to place his or her Unit on the Rental Waiting List shall submit a "Request for Approval to Lease a Unit" form to the Board along with a \$20 fee. The priority of the Rental Waiting List will be determined on a first-come basis, based upon actual receipt by the Board of the Request for Approval to Lease a Unit along with the \$20 fee.
3. Maintenance of Rental Waiting List
 - 3.1 Once the Board receives notification or otherwise learns that an additional rental is available under the Rental Cap, the Board will notify the first several Owners on the Rental Waiting List that another Unit is available to be rented, and when a new lease may commence. The new lease commencement date will be determined at the discretion of the Board, based on the expiring lease(s) and/or other factors as determined by the Board. The first owner at the top of the Rental Waiting List will have 10 days to notify the Board of said owner's decision regarding whether they will exercise their option to lease their Unit by providing an updated "Request for Approval to Lease a Unit" form (Addendum vii) with the information as required under Section 3 and 4 herein. If they do exercise their option to lease, they will have thirty 30 days from the new lease commencement date to enter into a

lease that begins within the thirty-day timeframe, subject to the terms and conditions herein.

- 3.2 Following notification to Owners on the Rental Waiting List that an additional rental is available, if the first Owner on the rental waiting list elects not to lease their Unit, or fails to respond within the 10-day period, the option to lease will move down to the next Owner on the Rental Waiting List, and then to the next Owner, and so on, with the same timeframes applied to exercise the option to lease and to enter into a lease and begin leasing. Any Owner who fails to exercise their option within the applicable timeframe will be moved to the bottom of the Rental Waiting List. To be courteous and fair to other Owners on the Rental Waiting List, if at any time in the above-described process and Owner chooses not to follow through and lease their Unit, they shall promptly notify the board so as to enable the Board to notify the next Owner on the Rental Waiting List.
- 4.0 Review of information. The board will review and check the information on the request for approval to lease a Unit, calling the owner as necessary. It will also verify that the age impact provisions in section 9.1 of the declaration will be complied with.
- 5.0 Consideration of request. The board will consider the request for approval to lease a Unit and determine:
 - 5.1 Whether the request for approval to lease a Unit is approved or not approved and if not approved, the specific reason. All decisions of the board will be in writing.
 - 5.2 If the maximum number of allowed rental Units six has not been reached, the request should typically be approved subject to the owner providing specific information about the tenant and age restrictions are verified. In fairness to other owners who have requested lease approval but are on the waiting list, approval will be withdrawn without further action if the Unit is not occupied by a tenant within 60 days of the date of notification by the board.
- 6.0 Expiration of Approval. Owners who have obtained Board approval of requests to lease, and thereafter have been leasing their Unit, will have their approval expire if the Owner (i) has not relet their Unit and has tenant occupancy with 45 days of the lease expiration date; (ii) has placed the Unit for sale; or (iii) has reoccupied the Unit. After approval has expired, a new Request for Approval to Lease a Unit form must be submitted for any additional leasing of such Unit, in fairness to other Owners on the waiting list.
- 7.0 Contents of Form to Request Approval to Lease a Unit. The Board shall maintain a form titled "Request for Approval to Lease a Unit." Such form will be available at the Clubhouse.
 - 7.1 Address of Unit to be leased;
 - 7.2 Name of real estate agent or property manager involved, if any, and his/her firm name, office phone, and cell phone;
 - 7.3 Name of tenant, if known;
 - 7.4 The proposed lease's effective date and the lease expiration date as they are or will be shown in the proposed lease agreement;
 - 7.5 A section acknowledging receipt of a copy of these Rental Unit Rules and Regulations, which specifies the provisions of Declaration Section 9.2;
 - 7.6 A section noting other Restrictions and Conditions including: (a) a Unit cannot be leased for hotel or transient purposes; (b) no Owner may lease less than the entire Unit; (c) all lease agreements shall be in writing and subject to the Declaration, Bylaws, and Rules and Regulations of the Association; (d) no lease shall be for a period of less than thirty (30) days and (e) Units shall be used for residential purposes only .

- 7.7 A place for the signature of the owner and the date;
- 7.8 Space for recording: (a) date the request form was received by the Board; (b) date the age restrictions were verified; (c) date of, and actions taken by the Board; (d) date the approval of the request will expire; (e) date a copy of the lease agreement was received; and (f) date a copy of the request form was placed in the Owners file.
- 8.0 Request for Approval to Lease Unit. See Addendum vi.

N. ENFORCEMENT OF THE GOVERNING DOCUMENTS

Communicating the offensive or inappropriate nature of actions to the unit owner shall generally be the preferred first option for rectifying problem situations. Owners in turn are responsible for the behaviors of their tenants and guests and service people.

Likewise, the Board shall weigh the circumstances in favor of leniency should the situation be

1. a first offense;
2. have the genuine appearance of an accident where reasonable care was exercised; and
3. should be the Owner's response be quickly and fully cooperative, providing a complete solution to the situation.

Schedule of Fines: failing the above, the board, following advice of counsel, has adopted the following schedule of fines that may be imposed by the board following a hearing under section 7.6 of the bylaws which results in a determination that a violation of the condominium association's declaration, bylaws, or rules and regulations has occurred:

First offense: Warning Letter and call from the board

Second offense: \$25 to \$50

Third offense: \$50 to \$100

- 3.1 Incurred Costs: The Board has the option to include in the fine any costs incurred by the Association or other Owner not exceeding \$500.00 that is caused by or related to any offense (including a first Minor Offense).
- 3.2 Opportunity to Rectify: For Minor Offenses, as appropriate, the Owner shall normally be given a period (averaging seven to ninety days, but variable based on circumstances) to rectify a situation before a second or third fine would be imposed.
- 3.3 Exceptional Circumstances: Continuing Offense Fines: These fines are only for situations where an Owner or Tenant fails or refuses to cooperate. For **Major Offenses** the Board may elect to impose "Continuing Offense Fines" of \$10-\$50 per day following a 3rd offense, or concurrently to a 1st or 2nd offense if the situation warrants. When a **Minor Offense** merits a Continuing fine, it would normally be imposed following the 3rd offense and be for \$10 per day.
- 3.4 Waiver or Reduction of Fines: Should the Owner quickly cooperate and rectify the situation in good faith, the Board should consider waiving or reducing fines or placing them in suspension for a period of one to twelve months during which the Owner must remain free of violations, and at which point the fines would adjust to a reduced or zero amount.
- 3.5 Minor vs. Major Offenses:

- Minor Offenses are those which do not represent threat to human health or safety, nor risk of harm to valuable property. These may consist of, but not be limited to, noise and pet regulations.
 - Major Offenses are those which do involve a threat to human health and safety or risk of harm to valuable property. Major Offenses consist of, but are not limited to, speeding within the Association, failing to abide by the Association’s Rules and Regulations, and violations of City Ordinance.
2. Hearing Procedure: Section 7.10 of the Bylaws contains provisions for the conduct of hearings “...where a fine or Special Assessment for misconduct is proposed, or in any other case where the Board, in its discretion, deems necessary or advisable...” If the Board has determined that a fine is necessary, as set forth in the Rules and Regulations, then notice and proceedings under Section 7.10 of the Bylaws shall commence.
 3. Lien. Any fine assessed pursuant to these Rules that goes unpaid, shall become a Special Assessment, as per the terms of Section 10.7 of the Declaration, and shall become a lien against the subject Unit and subject to enforcement provisions contained in Sections 10.15 through 10.21 of the Declaration.

The Board of Directors of Village at Cordata Northside Condominium Association approved these Rules and Regulations dated _____.

VILLAGE AT CORDATA NORTHSIDE CONDOMINIUM ASSOCIATION

By: _____

Its: President

ATTEST

By: _____

Its: Secretary

VILLAGE at CORDATA NORTHSIDE CONDOMINIUM ASSOCIATION
Parking Permit

Please place face up on driver's side dashboard.

Date: _____

VACNCA Resident _____

Unit Number: _____

Phone Number: _____

Estimated length of stay: _____

VACNCA Rules & Regulations

D. VEHICLE PARKING

Unit Owners are allotted four (4) parking spaces, two in their garage and two outside on their driveway.

- No permanent parking on roadways is permitted; overnight parking in Owner garages is preferred, including overnight caregivers.
- Visitors will park in driveways, unless a Unit Owner has a large gathering/group.
- For large groups/gatherings at a Unit, parking is allowed curbside on roadways for daytime or evening affairs.
- Parking spaces in front of the Clubhouse are intended for limited use by residents or workers having business in the Community.
- RVs and boats may be parked at curbside for up to eight (8) days a month (but not more than four (4) consecutive days at a time).

VILLAGE at CORDATA NORTHSIDE CONDOMINIUM ASSOCIATION

Request for Board Approval

Change to Exterior of Unit

Name:

Date:

Unit #:

Proposal:

Sketch:

Request must be submitted to Board Secretary seven (7) days prior to the Board Meeting.

VILLAGE at CORDATA NORTHSIDE CONDOMINIUM ASSOCIATION
Request for Board Approval for Solar Panels

Name:

Date:

Unit #:

Proposal:

Name of Solar Panel Installation Company:

1. Installation of solar panels must meet health and safety standards and requirements imposed by state and local permitting authorities.
2. The installed solar panels and equipment must meet all applicable safety and performance standards established by the National Electric Code, the Institute of Electrical and Electronics Engineers, accredited testing laboratories, such as Underwriters 'Laboratories, and, where applicable, rules of the Washington Utilities and Transportation Commission regarding safety and reliability.
3. Solar panels must not be visible above the roofline without special permission, for instance when needed to be feasible given the angle of the house vs the sun.
4. Solar panels may face the interior streets only if the panels conform to the roof and the top edge of the panel is parallel to the roof.
5. Solar panel equipment and mounting hardware must conform to the color of the roof. Dark outside edges are preferable to silver, light-colored edges as they are less visible.
6. Owners of units with solar panels must indemnify or reimburse VACNCA for loss or damage caused by the installation, maintenance, or use of a solar energy panel.
7. Owners of units with solar panels are financially responsible for roof leaks caused by the panels.
8. Owners of units with solar panels are financially responsible for the cost of removing and reinstalling the panels when the roof is replaced by VACNCA.

Request must be submitted to Board Secretary seven (7) days prior to the Board Meeting.

VILLAGE at CORDATA NORTHSIDE CONDOMINIUM ASSOCIATION
Request for Board Approval for Deck

Name:

Date:

Unit #:

Proposal:

Sketch



- (1) the deck may not exceed the size of the current concrete slab and
- (2) the color must be either white or the coordinating color approved by the board.

Request must be submitted to Board Secretary seven (7) days prior to the Board Meeting.

VILLAGE at CORDATA NORTHSIDE CONDOMINIUM ASSOCIATION
Request for Board Approval for Landscaping

Name: _____

Date: _____

Unit #: _____

Landscaping Committee Approval: _____

Proposal:

This work will be performed by: _____

License and Insurance verified by: _____

Call Before You Dig #811 called by: _____

Notes:

VILLAGE at CORDATA NORTHSIDE CONDOMINIUM ASSOCIATION
Request for Board Approval
Estate & Moving Sales

Name: _____

Unit #: _____

1. Sales must be held within the Unit or its garage, not on the lawn/yard area.
2. Sale hours are limited to not more than two consecutive days between the hours of 10:00 a.m. and 4:00 p.m.
3. A parking attendant must be on the premises during the hours of the Sale.

Date(s) of Sale: _____

Administrator: _____

Parking Attendant: _____

VILLAGE at CORDATA NORTHSIDE CONDOMINIUM ASSOCIATION
Request for Board Approval for Use of Clubhouse

Name: _____

Date: _____

Unit #: _____

Date of Event: _____

Purpose of Event: _____

Note: Maximum capacity of the clubhouse is 48 persons. A suggested donation of \$2 per person should be placed in the designated mailbox.

**VILLAGE at CORDATA NORTHSIDE CONDOMINIUM ASSOCIATION
UNIT OWNER REQUEST FOR APPROVAL TO LEASE UNIT**

Pursuant to the Village at Cordata Northside Condominium Association's Rules and Regulations relating to the rental of Units, the undersigned Unit Owner hereby requests approval to lease a Unit within the Association. The undersigned further requests that if the maximum number of rental units within the Association has already been reached, that this Request for Approval to Lease Unit be placed in the Association's Rental Waiting List. The undersigned hereby provides the following information:

A. Address of Unit to be Leased:

B. Real estate Agent or Property Manager Contact Information (if applicable):

Name: _____

Company: _____

Address: _____

Phone: _____

Email: _____

Date Request Received by Board: _____

Date Copy Placed in Owner's File: _____

Action Taken by Board: _____

Date of Board Action: _____

Expiration of Approval: _____

Date Lease Agreement Received: _____

Date Tenant's Age Verified: _____