

# RIDGESTONE HOMEOWNERS ASSOCIATION

## **POLICY #2: COMMUNITY RULES AND REGULATIONS AND COVENANT ENFORCEMENT POLICY**

The Board of Directors of the **RIDGESTONE HOMEOWNERS ASSOCIATION** ("Association") has adopted the following Rules and Regulations and Covenant Enforcement Policy ("Rules") which are applicable to all Owners. They are intended to help Ridgestone stay a pleasant, inviting and friendly community.

These Rules are not a replacement for the Covenants (officially called the Declaration of Covenants, Conditions, and Restrictions for of the Ridgestone Neighborhood, which you received when you purchased your home). These Rules are supplements to the restrictions listed in the Covenants, and they explain how the Covenants may affect you and your neighbors when you propose to do something at your home in Ridgestone.

In addition to the Ridgestone Covenants, the Ridgestone Neighborhood is also governed by the Covenants and Policies of the Snoqualmie Ridge Master Association. In many cases, the Master Association has already covered many of the applicable topics. In the Rules below, references to Ridgestone documents and Master Association documents are provided where they apply.

The Ridgestone Covenants are available on the Ridgestone HOA website, and the Master Association documents are available on the Master Association website.

These Rules may change as the Ridgestone community grows and experiences change. Please check with the Association's Manager if you have questions about these Rules.

### **COMMUNITY RULES**

**1. Modifications to Exterior Structure or Landscaping.** The Master Association requires approval of all changes to exterior structure and landscaping through their Architectural Review Committee (ARC) (see Article 4 of the Master Declaration of Covenants). The Ridgestone neighborhood has the authority to impose more strict standards than the Master, and to form an Architectural Control Committee (ACC) to review proposed changes.

With this two-layer structure, the correct process to get approval for a change is to first submit the change to the Master Association. If the request is approved by the Master Association, then the request should be submitted to the Ridgestone ACC via the Association Manager. The Ridgestone ACC (or the HOA Board if no ACC has been formed) must approve all changes to the outside of any home or property. See Article 6.1 of the Ridgestone Covenants for details.

Criteria for evaluation of change proposals in Ridgestone include but are not limited to:

- Does it maintain the look of the neighborhood as originally established by the developer, especially the view from the street?
- Does the Board (or ACC) feel that a majority of the homeowners would be comfortable with the change?

It is your responsibility to contact **both** Associations to obtain approval for any changes to the exterior of your property or lot. No work shall commence without approval. For example, though not limited to this list, making changes in any of the following areas will require you to file an application first:

- ANY landscaping changes
- Fence
- Deck or railing
- Wall
- Water feature
- Shed
- Patio
- Shutters
- Satellite dish
- Air conditioner
- Change of paint color
- Play structure
- Trellis, arbor or gazebo
- Awning
- Solar Energy Panels

The Board may choose to approve a set of Design Standards that provide more detail on these criteria.

**2. Landscape Maintenance.** At Ridgestone the landscaping of both the Common Areas and the private lots is maintained by the HOA. However, the homeowners do have some responsibilities to assist in the maintenance.

- a. **What the Association is responsible for:** The Association employs a landscape maintenance contractor to perform the following duties:
- Mow lawn areas
  - Rough mow other grassy areas as specified
  - Keep beds, barked and gravel areas, and trails weed-free at all times
  - Rake barked areas and refresh bark as needed and/or as budget will allow
  - Start up, shut down, operate and maintain irrigation systems where present
  - Fertilize grass, shrubs, and trees
  - Maintain drains, swales, and other drainage installations in tract landscaped common areas
  - Maintain trees and shrubs, including pruning per standard (less than 12 feet from the ground)
  - Remove dead plant material and trees
  - Pick up trash and remove debris from all maintained areas
  - Maintain bedding plants (“color”) installations as budget will allow.

It is important to note that the Covenants do not require the HOA to maintain the landscaping in fenced portions of private lots (see section 5.4.9(b)(i) of the Ridgestone Covenants). However, for consistency purposes all portions of private lots are currently being maintained by the HOA. Any change to this policy will be coordinated with the affected owners.

Furthermore, since the HOA has the primary responsibility for the maintenance (watering, fertilizing, and trimming) of the landscaping on private lots, the HOA will also be responsible for replacing dead or unhealthy plants that the builder or HOA planted, on private lots unless there is evidence to indicate that the plants have died due to homeowner-caused damage, in which case the homeowner will be required to replace the plants.

Plant material that owners install with or without ACC approval will not be warranted or guaranteed nor replaced by the HOA unless the owner has obtained such agreement in writing.

- b. **What Owners are responsible for:**
- 1) **Yard access and cleanup:** Each homeowner must ensure that access to their yards (both front and back) is adequate to allow the landscapers to do their job. Owners of each lot have the responsibility to keep their yard free of hazards and impediments to the landscapers. This means that the lawn areas and planting beds should be kept free of pet waste, toys, yard furniture, decorative items, and anything else that might impact the ability of the landscapers to do their jobs. It is important to note that the landscaper is not obligated to perform their maintenance tasks

in areas that are inaccessible or otherwise unsafe for them to enter. The presence of pet waste in a yard will result in landscape maintenance being skipped.

- 2) **Adding new plants:** Homeowners are required to obtain approval from the HOA Board (or a Landscape Committee if one exists) to add new plants to their private yard. Two requirements will be evaluated in determining whether approval is to be granted: 1) whether the plant choice is from the Ridgestone Recommended Plant List, and 2) whether the addition of the new plant is aesthetically pleasing and in a style compatible with the rest of the neighborhood. Failure to meet these requirements could result in the approval being denied.
- 3) **Removal of plants:** Homeowners are required to obtain approval from the HOA Board (or a Landscape Committee if one exists) to remove plants in their private yard. If the plant is being replaced with another one, section (b)(2) above is applicable. Removal of a plant without replacement still requires approval.

**3. Maintenance of Unit Exteriors.** Each homeowner is responsible for maintaining the exterior appearance of their unit. In some cases, this may involve cooperation among with the owners of the other units in the same building (or Cluster, as it is known in the Ridgestone Covenants, see section 5.4.9). The following are examples (but not a complete list) of required exterior maintenance responsibilities of each owner:

- Painting of the home exterior in the original color (or as close as possible if original paint colors are not available).
- Cleaning and painting of fences that border the owner's property
- Cleaning and repairing the roof (including removal of moss)
- Cleaning and repairing gutters
- Cleaning and repairing decks and railings
- Cleaning and repairing patios
- Cleaning and repairing walkways within the owner's lot

**The standard to which the exterior must be maintained is simple – if it doesn't look or function like it did when the first owner moved in, it probably needs some maintenance.**

Some aspects of maintenance cannot reasonably be done without affecting more than one unit, and potentially all units in the building. These items will require some cooperation between owners to accomplish successfully. The following are some examples (but not a complete list) of required exterior maintenance responsibilities involving such cooperation:

- Painting a continuous section of the exterior which covers portions of more than one unit in the same color
- Replacing the roof, or cleaning or repairing sections that affect more than one unit
- Cleaning, repairing, or replacing siding in a continuous section affecting more than one unit
- Cleaning and repairing gutters in a continuous section affecting more than one unit

These cooperative maintenance efforts can proceed without Board involvement as long as the affected owners are in agreement on the scope, cost, and schedule of the work, and all Covenants and Rules are being satisfied. Section 5.4.9 of the Covenants spells out how the Board gets involved if maintenance is needed and all affected owners cannot reach agreement.

#### 4. **Parking.** Parking space is limited in Ridgestone

- a. **Where you may park:** Please respect your neighbors and limit parking to your garage and driveway as much as possible. Parking in your driveway should only be done if your driveway is long enough (or your vehicle is short enough) that your vehicle does not extend into the alley. The alleys are all fire lanes and there is no parking in the alleys for any reason, with the exception that you may park in the alley *momentarily* for loading/unloading only. Parking in the street should only be done in the designated parking areas. The City of Snoqualmie prohibits parking within 10 feet of a mailbox.
- b. **RVs, boats and commercial vehicles:** Except while loading and unloading in accordance with section 7.4 of the Ridgestone Covenants no outdoor parking is permitted for commercial vehicles, motor homes, RVs, boats, trailers, inoperable vehicles, etc. These must be parked either in a closed garage or offsite.
- c. **Violations:** The HOA has the authority per section 7.4 of the Ridgestone Covenants to impound a vehicle that is violating parking rules, at the vehicle owner's expense. In general, however, violations of City parking ordinances (blocking fire lanes, violation of No Parking areas, etc.) should be reported to the Snoqualmie Police.

#### 5. **Pets.** Household pets are subject to the restrictions in Master Association Policy #6, which includes but is not limited to the following:

- a. Subject to the limitations below, generally recognized house pets, in reasonable number and size may be kept and maintained in a living unit, provided such pets are not kept or maintained for commercial purposes
- b. Except when on its owner's lot, an animal must be on a leash and attended by a responsible person
- c. No animal may be leashed to any stationary object on the common areas
- d. Pet owners are responsible for any property damage, injury, and disturbances caused by their pets
- e. No pet owner may permit the animal to relieve itself on other than its owner's property (common areas are also OK)
- f. No dog shall be permitted to bark, howl, or make other loud noises for such an unreasonable time as disturbs neighbors' rest or peaceful enjoyment of their unit or the common areas
- g. Owners are responsible for removing their pet's wastes from all areas (including common areas, private lots, and parking strips)

#### 6. **Common Area Use.** Common Areas are for the use and enjoyment of all Ridgestone members and residents. They are maintained and owned by the Association. Ridgestone has no parks, play areas, or other facilities – the primary Common Area is the gazebo area near the entrance.

- a. **Pick up your trash:** There is no trash service for the Common Areas, so everyone must pick up their trash, especially pet waste.
- b. **No off-leash areas:** No person may allow animals to roam off-leash in Ridgestone.
- c. **Fires:** Open wood fires are not permitted.
- d. **Activities limited in Common Area Tracts:** In consideration of neighbors, only quiet activities are allowed in the Common Areas after dark. You may not plant, prune or cut trees, shrubs or any other vegetation in the Common Areas. No personal items may be stored in the Common Area Tracts. Common Area Tracts are for passive activities only – picnics are a good example. No temporary apparatus, such as but not limited to, trampolines, water toys, bouncy houses, etc., may be setup in the common areas without Board approval and other appropriate conditions met.

**7. Trash Containers.** Storage of trash containers is covered under Master Association Policy #14. However, since all units in the Ridgestone neighborhood have closed garages, Ridgestone requires that all containers be stored inside the garage, not outside. Per section 7.7 of the Ridgestone Covenants, containers may be placed outside for pickup (i.e. in public view) **only** on the day of pickup.

**8. Fire System.** All buildings in Ridgestone have fire sprinklers installed, and the operation of the sprinklers is monitored 24/7 by a monitoring company contracted by the Association. Section 7.12 of the Ridgestone Covenants requires annual testing of this system, which further requires the participation of every unit. Each year, usually in July, the HOA will schedule a Test Day for performing this testing. There will also be a backup date scheduled for those who cannot be available on the primary date. On the day of testing, the tester will require access to each unit to complete the test. Each unit owner is required to make arrangements for this access to occur.

Due to the important safety nature of this testing, the Board may choose to levy a \$150 fine on each unit that does not complete testing on either the primary date or the backup date. Or the Board may choose to impose alternative resolutions/penalties as they see fit.

**9. Rentals.** All tenants are held to the same standards as the property owners. Property owners, and their tenants, are both subject to the Covenant Enforcement Policy if tenants violate the Covenants or these Rules. You must provide the Management Company / Board your tenant information (within 15 days of the arrival of a new tenant) to assist in keeping the tenants informed of the community activities.

**10. Antennas and Satellite Dishes.** You may install an antenna or satellite dish outside of your home structure, not on the lot itself, if it is no more than one meter in diameter or diagonal measurement and visually shielded from most of the view of the residents traveling upon streets located within the Properties. Dishes must be below the top of the roof or hidden from the street front view of your home. **You must fill out the satellite dish notification form and submit it to the Association Manager.**

**11. Business Activities.** Ridgestone is a residential community. You may conduct business activities inside your home ONLY if:

- a. You have obtained Approval by the Board;
- b. No one outside can tell there is a business operating inside the home, whether by sight, sound, smell or visitors;
- c. The activity of the business conforms to all zoning requirements for the local jurisdiction;
- d. The business does not result in more than three commercial vehicles briefly visiting the Unit per week;
- e. The business does not involve the use of more than 25% of the Unit's total residential floor area; and
- f. The business activity is consistent with the residential character of Ridgestone and does not constitute a nuisance or a hazardous or offensive use of, or threaten the security or safety of other owners of Ridgestone.

Any other business activity, including moving sales and garage sales must be approved by the Association Manager and may require written approval of the Board. However, Ridgestone residents may participate in the designated ROA-sponsored garage sale weekends without further approval from Ridgestone HOA, as long as the ROA guidelines are followed. The Board has the sole discretion to decide whether any proposed business violates these rules.

**12. Outside Decorations.** Outside decorations should be restrained, tasteful, inoffensive, and complement the landscaping and architectural look of the neighborhood. Recognizing that these are vague terms subject to

interpretation, the Board has the final authority to determine whether specific decorations do or do not satisfy these constraints. The Board may ask an owner to remove any outside decoration that it finds in violation. Some considerations will be given to location – decorations not visible from the street will be allowed more latitude.

- a. **Holiday Decorations.** You may display holiday decorations no more than 30 days prior to the holiday. You must remove all outside holiday lights and decorations within 30 days after the date of the holiday.

**13. Fences.** Fences in the Ridgestone neighborhood have been installed by the builder. Any additions or modifications to these fences must go through the approval process outlined in Section 1 above. Homeowners are responsible for maintaining the paint on the fences along their property lines. All fences must be painted in their original color or the current community wide standard

**14. Signs.** The Master Association has very strict limitations on real estate signs such as For Sale and For Rent signs – the typical real estate signs are not allowed. Hand-painted signs or plastic signs with handwritten words or numbers are not permitted. No business signs may be posted in your yard or visible from the street. During political campaigns, you may post up to three signs only on your own lot from 30 days before the election to 5 days after. Signs may not block streets or sidewalks or be posted in planting strips along the side of the road. No signs whatsoever may be posted in any Common Area or on mailboxes. The Association Manager may remove any sign that violates this rule or other rules of the local jurisdiction.

**15. Catch Basins.** Each owner with a catch basin on their lot must clean the catch basin at least once before September 15 of each year. If the catch basin serves more than one lot, the cost of cleaning may be shared among the benefitting owners. See Section 7.3 of the Ridgestone Covenants.

**16. Air Conditioners.** The Master Association does not allow the use of window air conditioners. Central (whole-house) air conditioners may be installed on end units, with the condenser component placed on the side or back of the lot. All other installations must be approved by the Board.

**17. Window Coverings.** Curtains, drapes, blinds or valances shall be installed on all windows within ninety (90) days of occupancy. No newspapers, bed sheets or other makeshift window coverings shall be visible from the exterior of the building. All window coverings visible from the exterior of the structure shall be neutral in color and design and compliment the exterior of the building both in color scheme and architectural theme.

**18. Unsightly Conditions or Nuisances.** For the benefit of everyone, the Association asks that all property owners be responsible for keeping their property clean and in good order. This includes removing all litter, trash, junk or other debris, and removing inappropriate, broken or damaged furniture, dead plants or other such items. You cannot attach overhead wires or strings to any building or property. Please respect your neighbors: quiet hours in Ridgestone are from 10:00 p.m. to 7:00 a.m.

**19. Damage.** Any damage to lot or common areas by Lot Owners or their associates must be repaired and restored within twelve (12) days from the occurrence of damage, unless the Board agrees to a requested alternative schedule.

## **ENFORCEMENT OF COVENANTS AND RULES**

- A. **Voluntary Compliance.** The primary way high community standards are preserved at Ridgestone is for everyone to voluntarily follow the Rules and be good neighbors. As a result, the Board should not have to take enforcement action often to restore compliance with the Rules and Covenants.
- B. **Board Authority.** Occasionally some Owners will fail to comply with the Rules and the Covenants, so something more is needed to bring them into compliance. This Enforcement Policy ("Policy") is meant to guide the Board in acting to restore a homeowner's compliance with the Rules and Covenants through a process that is fair, efficient and effective.

The Ridgestone Covenants (see Article 9 specifically) give the Board broad authority and a variety of tools to use in preserving and advancing the community-wide standards through enforcement of the governing documents. The Board is authorized to create rules, regulations, procedures and penalties, and may use its discretion to determine the manner in which enforcement is to be achieved.

The Board has a variety of means to assure that everyone follows the rules, including:

- Imposing a fine;
- Taking action to cure the violation and charging Owner for the cost of the work;
- Charging an Owner for all legal fees incurred by the Association;
- Preventing a contractor, agent, or others from continuing work;
- Requiring an Owner to pay for the costs of removing the problem and restoring the condition of the property;
- Imposing a specific assessment or charge to cover the costs of repair;
- Filing a lien against the property; and/or
- Filing a lawsuit to get a court order requiring compliance, as well as a judgment for all damages, attorney's fees and costs incurred

C. **Enforcement Procedures.** The following procedures have been adopted by the Board to enforce the Covenants and Rules:

- i. **Discretion of Board.** This Policy is a guideline for the Board and Owners, describing the typical way the Association Manager and the Board maintain compliance with the Covenants and Rules. The Board retains discretion to determine whether it will enforce against any violation, whether and the extent to which the Association will spend money, issue notices, impose fines or conduct hearings to seek compliance.
- ii. **Identifying a Possible Violation.** Ridgestone has primarily a complaint-based enforcement system. Possible violations may be identified by periodic inspections by the Association Manager or the Board, by an Owner's written complaint, or by other reasonably reliable means. The Association Manager and the Board have no obligation to perform inspections.
- iii. **Written Complaint.** Owners are encouraged to take responsibility for the condition of the Association. Any Owner may bring a possible violation to the Board's attention through a written complaint, e-mailed, submitted through the website, or mailed to the Association Manager. The complaint must identify the property address or Owner, and must specifically describe the violation and date of the violation. Complaints may, but are not required to, be kept confidential.

- iv. **"Three Step" Approach and Fine Schedule.** The Board may use a "three step" approach for handling violations, unless a violation constitutes a health or safety hazard in the Board's sole subjective determination. In that case, the Board may impose a fine within seven days after sending a notice, once Steps One and Two are completed. Owner may request a hearing in front of the Board about any of these steps.

***Step One: Written request to Owner.*** After the first violation, the Association Manager will send or deliver a notice to Owner at the property address, requesting voluntary restoration of compliance with the Covenant or Rule being violated.

***Step Two: Second written request and notice that Owner could be fined.*** If the violation is not corrected within the specified days of the first request (generally 7 to 30 days), or a similar violation occurs again within a year, a second notice will be sent to Owner advising that a fine of \$150 may be imposed in fourteen days if the violation still continues.

***Step Three: Fines.*** If Owner fails to correct the violation identified in a second written notice within 14 days, a \$150 fine may be imposed. If the violation still continues after 30 days from the date the first fine was imposed, the Board may impose a daily fine of \$25 per day until the violation is cured. An invoice showing the fines will be sent to Owner.

Fines are not an exclusive remedy. The Board may resort to other remedies in addition to, or instead of, fines. Fines become special assessments, which may be collected as described in the Covenants. Paying a fine does not relieve a person from the responsibility to cure a violation.

- v. **Stop Work Order.** In addition to imposing a fine, if appropriate based upon the nature of the violation, the Association Manager may issue a Stop Work Order to any person engaged in an unauthorized activity. An unauthorized activity is any activity which requires the prior written approval of the Board or the Construction Committee, which has not received prior written approval. A Stop Work Order shall:
- a. Identify the property's address;
  - b. Describe the unauthorized activity;
  - c. Identify the specific prior approval requirement being violated;
  - d. State that the unauthorized activity shall immediately cease, and describe any additional sanctions to be imposed;
  - e. State that the delivery of the Stop Work Order serves as a determination that a violation has occurred;
  - f. State that this determination is final unless it is appealed to the Board, in writing, to the within 10 days of the date that the Stop Work Order was issued; and
  - g. State that failure to immediately comply with the terms of the Stop Work Order will cause a \$350 fine to be imposed and that for each week thereafter in which noncompliance with the Stop Work Order takes place, a separate \$350 fine will be imposed.
- vi. **Late Fees on Fines.** All fines become special assessments and are subject to the Ridgestone Collection Policy (available on the Ridgestone web site).



EFFECTIVE as of **November 15, 2014**

**RIDGESTONE HOMEOWNERS ASSOCIATION**  
Board of Directors

By \_\_\_\_\_  
Ridgestone HOA Board Secretary

11