

REDHAWK HOMEOWNERS' ASSOCIATION

(a Bothell neighborhood)

RULES & REGULATIONS

(Effective Date: November 1, 2006)

1. APPLICATION AND AUTHORITY

1.1 *Purpose.* These rules and regulations (“Rules”) have been established to ensure the maximum enjoyment of the neighborhood by all residents, protect the investment of the Homeowner and make the neighborhood, as a whole, a place where owners take pride in the property.

1.2 *Authority.* These Rules have been approved by the Board of Directors in accordance with the Washington State’s Homeowners’ Associations statute (RCW 64.38), the Association’s Declaration, Articles and Bylaws and are subject to change with written notice to all owners and residents to their last known mailing address.

1.3 *Inclusion of CCRs.* These Rules are intended to supplement the Association’s Declaration of Conditions, Covenants and Restrictions (“CCRs”). The contents of the Declaration of Conditions, Covenants and Restrictions are incorporated herein by reference.

1.4 *Publication.* A copy of the Rules shall be provided to or sent to all owners at their last known address. Owners are responsible for providing a copy to tenants.

1.5 *Universal Application.* All owners, tenants, guests and pets are subject to these Rules. It is the responsibility of the owner(s) to notify tenants and guests of these rules, and the owner shall be held responsible by the Board of Directors for actions of the residents/guests in violation of these rules.

1.6 *Conflicts.* In the event that these Rules conflict with the Declaration (the CCRs), the Declaration shall control.

2. GENERAL RULES

2.1 *Vehicles/Parking.* Vehicles may not be parked so as to obstruct passage, ingress or egress of other vehicles or persons on the property. All vehicles shall be parked within permitted limits or within designated areas or other marked boundaries for such vehicles. All vehicles are restricted to paved surfaces, including the street, driveways and parking areas on the property. There shall be no parking or routes of passage across any other portions of the property,

including all lawn areas and sidewalks. Parking must comply with all applicable governmental laws, ordinances and regulations.

2.2 *Other Parking/Storage.* Per Section 9.1 of the CCRs: No storage of goods, vehicles, boats, trailers, trucks, campers, recreational vehicles, or any other equipment or device shall be permitted in open view from any Lot or right-of-way. (Vehicles, boats, trailers, trucks, campers and recreational vehicles shall be referred to as “Vehicles.”) This provision shall not exclude temporary (less than 72 hours) parking of Vehicles on the designated driveway areas adjacent to garages on the Lots, unless the Owner has received prior permission from the Board to have such Vehicles parked for a longer period. This paragraph is not meant to disallow permanent (more than 72 hours) parking or storage of Vehicles on the Lots, but if stored, Vehicles must be adequately screened from the view of adjacent rights-of-way and Lots. Screening of such Vehicles must have the approval of the Architectural Control Committee. Upon forty-eight (48) hours’ notice to the Owner of an improperly parked or stored Vehicle, the Board has the authority to have towed, at the Owner’s expense, any such Vehicles, unless the Owner has obtained permission from the Board to have the Vehicle so parked or stored.

2.3 *Guests Staying in Vehicle.* Per Section 9.1 of the CCRs: Owners who have visiting guests intending to stay in such a Vehicle, may secure written permission from the Board for such guests to park the Vehicle upon the Lot owned by the Owner for a maximum period of one week. Such a privilege shall only exist, however, after the written permission has been obtained from the Board.

2.4 *Vehicle Repairs.* No repairs or service to any vehicle will be permitted on the premises; provided, however, that minor routine maintenance work on the owners’ own vehicles or emergency service such as tire and battery repairs is permitted. Toxic fluids from vehicles, such as anti-freeze or oil, may not be discharged into the sewer or drainage systems.

2.5 *Telephone Numbers and Email Addresses.* All homeowners are required to provide current phone numbers and email addresses to the Board and/or secretary. This information will be used only by the Board and/or the ACC for their own purposes. No phone numbers or email addresses will be given to or shared with any other party.

3. ARCHITECTURAL, EXTERIOR APPEARANCE, CHANGES AND IMPROVEMENTS

The following restrictions and guidelines are applicable to construction, maintenance and improvements on all the residential properties:

3.1 *Prior Written Approval Required for ALL Projects.* No fence, hedge, wall or other structures or objects, including decorative landscape elements, statues, pools, hot tubs, decks, outbuildings, arbors, screen/storm doors, entry doors, windows, shutters, heat pumps, air conditioning units, cement work, walkways, dog runs, play structures, basketball hoops, awnings,

remodels, satellite dishes, etc., shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration to the lot's grading or structures therein be made until the plans and specifications showing the nature, kind, shape, height, color, materials and location of the same have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee (sometimes referred to as the "ACC" or "Committee"). Complete and send in a Project Request Form (PRF) at *least* 2 weeks prior to your project start date. These forms are available from the Board and may be located in the plexiglass boxes on the side of each mailbox. Do not hire a contractor or purchase any project materials until you have received ACC approval of your request.

3.2 *Roofing.* All roofing material shall be limited to cedar shakes or such other materials as the Board may from time to time designate by rule as being appropriate. All proposed installations of roofing materials shall be approved in writing by the Committee prior to construction. Submittal is required for roofing on new structures, as well as re-roofing an existing structure. Other than the "covenanted" materials listed within the Declaration of Restrictive Covenants (if any), the criteria for Board approval of alternate materials is based upon the requirement that the material be a composite of those "covenanted" materials and/or the appearance of the alternate material must be aesthetically close to the "covenanted" materials, i.e., look like cedar shakes. The roof must be maintained in a clean and moss-free condition.

3.3 *Siding Materials.* The following materials are hereby deemed acceptable as finished sidings on buildings within the neighborhood: Cedar, Hardiplank, LP or WP. Wood, Brick, Stone, and Masonry (stucco) may be used as a decorative element only. Submittal is required for siding on new structures, as well as re-siding an existing structure.

3.4 *Additional Structures.* Where it is architecturally feasible, it is recommended that all garages, storage buildings, tool cabinets, garden houses and similar structures be attached to or incorporated in and made part of the dwelling house. Any secondary structure must be constructed of same materials, including roofing, as the existing house and must be painted in similar fashion. No building or structure shall be moved onto any lot from land outside of the Redhawk Development. No trailer shall be placed or maintained on any lot. Carports, portable or attached, are not permitted on any lot. No plastic storage sheds or other temporary storage unit shall be allowed on any lot without prior approval from the Committee. These items shall not be allowed if they are visible from the street or by neighboring properties.

3.5 *Play Structures.* Submittal to and written approval of the Committee is required prior to installation of any play structure, big toy, etc. Any structure approved by the Committee must be installed completely within the owner's backyard and cannot be visible from the street. Installation in side yards or in cutting preserves will not be permitted. Play structures must be constructed entirely of wood, including the roof. Stain must follow the rules for fences.

3.6 *Basketball Hoops.* Basketball hoops shall not be affixed to any portion of the house or garage nor shall they be permanently established in any area with concrete or other material. Moveable stand-alone hoops must be approved by the Committee prior to placement.

3.7 *Swimming Pools.* Only permanent in-ground pools are permitted to be installed on the properties, and only in the backyard. Swimming pools must be maintained in proper condition at all times. Children's wading pools are permitted on a limited (seasonal basis) in the backyard only. Above ground structured pools are not permitted at any time.

3.8 *Painting.* All painting and repainting projects, including repainting with the existing colors, must be submitted to and approved in writing by the Committee prior to commencement. The request must include large samples (drawdowns) of the paint colors to be approved for the body of the house as well as for the door and the trim. The Committee may request that the owner purchase a quart of the proposed body paint color and apply it to a 3 foot by 3 foot section on a sunny side and a shaded side of their house. In that case, final approval will be made only after the Committee has seen the paint applied on the house in this manner and all Committee members agree to the color. Neighboring houses cannot be the same or similar color. Paint on outbuildings must match that of the house body color. Decks can be left natural, treated with a natural-color transparent stain or clear sealant, or painted the same color as the house body color.

3.9 *Driveway/Concrete work/Walkways.* Driveways in the development are all aggregate concrete, except on flag lots, where they are asphalt. All replacement or repair of driveways must be completed using original materials. Submittal must be made for installation of any driveway and/or replacing or refinishing the same. Parking bays cannot be permitted in the development due to building code restrictions. Although the preferred material for concrete work is aggregate, other materials may be used for walkways accessing backyards when written approval is granted by the Committee. All aggregate must be kept clean and free of moss.

3.10 *Signs/Decals.* No signs, billboards, or other advertising structure or device shall be displayed to the public view on any Lot, except one sign not to exceed five square feet in area, may be placed on a Lot to offer the property for sale or rent and one sign identifying a security company/system. One for sale or rent sign will be allowed at the entry to the Plat, unless otherwise authorized and approved by the Board. Political yard signs not more than five square feet, of a temporary nature, will be allowed during campaign periods on Lots. Within five (5) days of the occurrence of the election, such signs must be removed from Lots. The Board may cause any sign placed on Properties in violation of this provision to be removed or destroyed. No decals shall be displayed on any window facing the street, with the exception of those identifying a security company/system. Security decals should be placed in either one of the bottom corners of the windows. See Section 12.8 of the CCRs.

3.11 *Antennas/Satellite Dishes.* The Association shall regulate the placement, installation, and use of all outside aerials, antennas, and satellite dish antennas. Prior written approval by the Architectural Control Committee ("ACC") shall be required prior to the placement or installation of any aerial, antenna, or satellite dish antenna upon any property governed by the ASSOCIATION. All written requests for the placement and installation of any aerial, antenna, or satellite dish antenna upon any property governed by the ASSOCIATION shall include a detailed diagram of the dimensions of the aerial, antenna, or satellite dish antenna and the proposed location of the placement or installation of the aerial, antenna, or satellite dish antenna. Approval

by the ACC of any proposed placement or installation shall be conditioned upon compliance with the following guidelines, including any such guidelines as may hereafter be adopted by the Architectural Control Committee. **All outside radio aerials/antennas, as well as satellite dish antennas greater than thirty-nine (39) inches in length or diameter, are prohibited.** Satellite dish antennas may be located below eaves, chimneys, or on a ground-level pedestal. Poles or masts may be used to mount aerials, antennas, or satellite dish antennas provided the same do not rise more than 12 feet above the upper-most level of the roof itself. Poles or masts must be secured with at least 4 guide wires. No pole or mast will be permitted within 15 feet of any power line. Aerials, antennas, or satellite dish antennas shall under no circumstances be mounted on trees. Brightly colored aerials, antennas, or satellite dish antennas are prohibited; neutral gray colors and colors matching the building to which aerials, antennas, or satellite dish antennas are to be attached are permitted. The ACC shall work closely with the submitting member in an attempt to ensure that the location for installation is the best possible for reception, while minimizing impact to the common areas and neighboring properties. Placement will not be permitted on any common area. Unless the only possible site for reception of signal, no aerial, antenna or satellite dish antenna will be permitted in an area visible from street view.

3.12 *No Above-ground Power Lines.* No outdoor overhead wire or service drop for the distribution of electric energy or for telecommunication purposes nor any pole, tower or other structure supporting said outdoor overhead wires shall be erected, placed or maintained within the properties. All purchasers of Lots within the properties, their heirs, successors and assigns shall use underground service wires to connect their premises and the structures built thereon to the underground electric or telephone utility facilities.

3.13 *Mechanical Equipment.* Heat pumps, propane tanks, solar devices, chimney flues, hot tub pumps and similar exposed mechanical equipment shall be aesthetically concealed from view on all sides and shall be shielded in such a manner to minimize noise and safety impacts. The Committee shall approve the use of natural landscaping and/or lattice work enclosure to screen such equipment.

3.14 *Similar Facades.* No home with the same structural facade shall be repeated on the same street without written permission of the Architectural Control Committee.

3.15 *Fences.* Fences are permitted structures in the neighborhood, but they must be constructed to maintain the integral character of the community and, pursuant to this concept, the following guidelines are hereby established by the Board:

(a) Pre-approval Required. Prior to commencement and erection of any fence, a drawing of the design and specifications describing the type, shape, materials, height and color must be submitted to and approved in writing by the Committee. The detailed information must include complete dimensions and the exact location of the fence in relation to the property boundaries and existing structures. It is the applicant's responsibility to locate and identify the property markers, both at the site prior to ACC review and as submitted in sketch form accompanying the submittal.

(b) General Conditions. The following are general conditions for approval of proposed fencing projects:

* All fences must be of cedar and match the existing Redhawk style. The Committee will consider, in addition, the harmony of external design and location in relation to topography and surrounding structures.

* Fencing is to be no higher than six (6') feet as measured from average grade surrounding the fence unless approved by ACC. No fence, hedge or boundary wall situated anywhere upon any residential lot shall have a height above the finished grade surface of the ground upon which such fence, hedge or wall is situated greater than six (6') feet unless specifically approved by the Committee.

* Chain link, picket, barbed wire, or corrugated fiberglass and anything other than the Redhawk style is prohibited.

* All fences must be maintained in proper condition, including but not limited to, cleaning and treatment to prevent moss and mildew growth.

(c) Restricted Locations. Fences will not be permitted in the following areas:

* Front yard of any lot, or past the front corner of the adjacent structure.

* Any common property, or any portion thereof.

(d) Fence Painting. All fencing panels, front and back, for new and replacement fencing, for single-family detached homes, will be maintained as natural wood or be treated with natural transparent stains or clear sealant only.

3.17 *Right of Entry of Association Representative.* Any agent, officer, or member of the ACC of the Association may at any reasonable pre-determined hour or hours upon twenty-four (24) hours notice during construction, installation or exterior remodeling, enter and inspect any of said property as to its maintenance or improvements to determine if there has been compliance with the provisions hereof. The Association and any agent, ACC member, or officer thereof shall not thereby be deemed guilty of any manner of trespass for such entry or inspection.

3.18 *Evidence of Compliance with Restrictions.* Records of the Association with respect to compliance with the provisions of the Declaration shall be conclusive evidence as to all matters shown by such records. After the expiration of six (6) months following the completion of any approved construction, addition, alteration or change to any building on a building site, in the absence of any notice to comply or in the absence of any suit to enjoin such work or to force compliance by change or removal of such work within said period, then and in that event said structure work, improvement or alteration shall be deemed to be in compliance with the provisions of the CCRs and these Rules.

3.19 *Animals.* No animals, other than dogs, cats, caged birds, tanked fish, and other conventional small household pets, may be kept on any Lot. Animals shall not be allowed to run at large. Leashed animals are permitted within rights-of-way. The person accompanying the animal must remove animal waste deposited on lawns and rights-of-way. All pens and enclosures must be approved by the Committee prior to construction and shall be kept clean and odor free at all times. See Section 12.9 of the CCRs.

4. COMMON AREAS

4.1 *Playground (Tot Lot).* The Redhawk playground is intended for use by Redhawk residents and their guests and for Ravenswood residents and their guests only. Children under the age of 10 must be accompanied by a parent or adult. Use of the playground is permitted during daylight hours only. The trash can located in the playground is for playground use only: no dumping of household trash, yard waste, or animal waste is allowed.

5. LANDSCAPE & YARD MAINTENANCE.

5.1 *Trash Containers.* Homeowners must remove all garbage, yard waste and recyclables containers from sight by the end of the day on each garbage collection day. All waste containers must be kept out of sight from the street, and must be kept either concealed in the garage or behind fences. Keeping any of your trash, yard waste or recyclables containers on the side of your house behind a shrub or plant of any kind is not permitted. Each time that trash containers are not removed from sight by the end of garbage day shall constitute a separate violation, and fines or other penalties may be imposed by the Board for such violations. See Section 12.9 of the CCRs.

5.2 *Patio Covers/Awnings.* No plastic patio covers will be permitted. Awnings will be considered on a case-by-case basis. They must be clean, free of mold and mildew, and must be stored in the closed position (against the house) when not in use. Patio umbrellas should be seasonal and taken down during the winter months. Tarps are not allowed in any location that can be viewed from another house or yard.

5.3 *Yard Maintenance.* Each owner is required to maintain their yard in a manner consistent with the standards of the Redhawk community. These standards include: keeping your lawn mowed, raked and weeded; edging and sweeping the sidewalks; weeding and edging the flower beds and pruning the shrubs and trees. Some yard projects require materials such as bark, mulch or soil to be dumped in the driveway. These materials cannot be stored in your driveway for longer than 10 days unless previously approved. If these yard maintenance standards are not upheld, we will contact you in writing to ask that you comply with the standards. If the situation is not corrected within 10 days from the date of the letter, we will hire an outside contractor to do the necessary work at your expense. See Section 9.3 of the CCRs.

5.4 *Holiday Decorations.* Residents who put up holiday decorations must take them down no later than 30 days after the holiday has passed.

6. ENFORCEMENT

6.1 *Board's Authority.* These Rules shall be adopted and enforced by the Board of Directors as provided for in the Articles of Incorporation and in the Declaration of the Association. Owners are responsible for compliance by their tenants.

6.2 *Homeowner Complaints.*

(a) Self Help First. If you are disturbed by the actions of other residents, you may wish to make a personal contact with the offending party to make them aware of the situation. Often a friendly reminder resolves the situation. If the grievance is not rectified after talking with the other party, you may submit a written formal complaint to the Board of Directors at the Redhawk Homeowners' Association post office box for action.

(b) Written Complaints. If you feel that one of more of the Association Rules have been violated, you may submit a written complaint to the Board of Directors. Complaints must be dated, identify the specific rule or rules suspected of being violated and signed by the party submitting the complaint.

(c) Board Response. As soon as is practicable, the Board will consider the complaint and make a determination as to whether any rules have been violated and if any further action is necessary to stop the violation. The Board will endeavor to inform the complainant of the Board's decision.

6.3 *Fines.* Violations of these Rules may result in the imposition of a fine. The Board will determine which behavior (or time intervals for chronic conditions) constitute a separate violation.

(a) General Fine Schedule. Unless some more specific schedule of fines has been published to redress specific rules violations, fines may be imposed, at the sole discretion of the Board, as follows:

<i>Violation Notice</i>	<i>Fine/Penalty</i>
First Violation	Warning only
Second Violation	\$25
Third Violation	\$50
Fourth Violation	\$250
Fifth Violation	To be Determined*

*Directors may determine that each day during which the violation continues is a separate offense, subject to a separate fine not to exceed Twenty dollars (\$20) for each offense.

(b) Opportunity for Hearing. When any fine is imposed or damage repair assessment is made against any Homeowner or lot, the Board of Directors will notify the owner and residents of that Lot in writing of the amount of the fine and/or damage repair and the reason for the assessment. The resident or owner of that Lot shall have fifteen (15) days to request a hearing before the Board of Directors to have the matter reviewed. This request shall be made in writing to the Board. If no request for hearing is made, the fine and or damage assessment will remain effective against that Lot, and the monetary penalty will (i) become enforceable against the Homeowner, and (ii) become enforceable against the Lot, and (iii) begin to accrue interest at the rate of 12% per annum until paid in full.

(c) Payment of Fines. Fines and assessments for damage or violation of these Rules become due and payable on or before thirty (30) days from the date that notice of such fine or assessment is sent to the party concerned. Unpaid fines or assessments will accrue interest at the annual rate of twelve percent (12%) until paid in full.

6.4 *Notice of Violation.* If the Board determines that a violation of a rule has occurred, the Board may, in its sole discretion and without limiting any other remedies available to the Board, send written notice of violation to the offending party, and the owner of the lot which that person occupies if that person is not the owner, specifying the particular rules being violated and suggesting a specific remedy or course of action to be followed by the offending party for redressing or alleviating the situation. If the violation constitutes a recurring violation or a violation for which a general or specific fine schedule has been published, the notice shall also specify the fine being imposed on the offending party, subject to an enforcement hearing at the option of the offending party.

6.5 *Enforcement Hearings.* If a hearing is requested pursuant to paragraph 6.3, the board shall schedule a meeting with the homeowner within twenty (20) days of the receipt of the notice of request of hearing to review the matter. At the hearing all parties shall have an opportunity to be heard at the hearing. Any party at the hearing may be represented by counsel. After all testimony has been given, the Board of Directors shall then determine, by a vote of the Directors, if a Rules violation has occurred and if a fine shall be issued. The majority of the board members shall prevail. All parties shall be notified in writing of the decision.

6.6 *Fees and Costs.* In addition to any fine assessed, the property owner/resident, will be responsible for the costs associated with the violation, including, but not limited to repair of damaged property and any attorney's fees or other fee incurred by the Board which may be associated with the violation.

6.7 *Charge for Late Annual Assessments (Homeowner Dues).* Annual assessments are due on December 31st of each year and must be paid by within 30 days. Any annual assessment not paid within the 30 days shall bear interest at the rate of twelve percent (12%) per annum. See Section 9 of the CCRs.

6.8 *Lien for Charges.* Fines and damage assessments imposed under these Rules will give rise to lien rights in the Association for collection of amounts due, and such liens may be

enforced the same as general liens for delinquent assessments pursuant to Section 8.9 of the CCRs.

6.9 *Alternative Remedies.* Nothing in this section shall be construed as a prohibition of or a limitation on the right of the Board to pursue other means to enforce the provision of the various Association documents, including but not limited to legal action for damages or injunctive relief.

6.10 *Interpretation of Guidelines.* The Board shall have the right to determine all questions arising in connection with these Guidelines and to construe and interpret the provisions of the Guidelines, and its good faith determination, construction or interpretation shall be final and binding. The Board, in the discharge of its obligations hereunder and in its deliberations, shall act fairly in making decisions concerning various plans, specifications, plot plans and landscape plans submitted to it by various owners for consideration. The determination of the Board, as to non-compliance, shall be in writing signed by the Board and shall set forth in reasonable detail the reason of non-compliance.

7. GENERAL PROVISIONS

7.1 *Meanings.* Words and phrases used in these Rules shall be given their ordinary meaning unless otherwise provided for herein.

7.2 *Amendments.* These Rules may be amended by the Board of Directors in accordance with the Articles of Incorporation of the Homeowners' Association and the Declaration.

7.3 *Severability of Provisions.* If any clause, phrase, provisions or portion of rules or the application of them to any person or circumstances shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of these rules nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other permitted persons or circumstances.

| Adopted on November 1, 2006 by the Board of Directors.

Jeffrey Dye, President

Russell Oberg, Vice President

Heather Belliveau, Secretary

Bonnie Larsen, Treasurer

Scott Simicich, Member-At-Large