

43

July 12, 1979
Lake Meridian Village
Home Owners Association, Inc.
P.O. Box 5815
Kent, WA 98031
LMV-12JUL79

Members of Lake Meridian Village Home Owners' Association

SUBJECT: Enforcement of Codes, Covenants and Bylaws.
Establishment of Operating Rules

RE: Board of Directors Meeting, July 2, 1979

Dear Home owners and residents,

As a result of the Board of Directors meeting on July 2, 1979, stronger enforcement of the Codes, Covenants and Bylaws is necessary. The rules committee has established operating rules which will aid in that enforcement.

Please include these rules with your Bylaws and inform any tenants of them.

T.A. Kassens

T. A. Kassens, President
Lake Meridian Village
Home Owners' Association, Inc.

Attachments

The board of Directors of Lake Meridian Village Home Owners Association wishes to clarify several topics concerning lifestyle in Lake Meridian Village. I feel clarification is necessary because of membership changes and resident changes.

CODES & COVENANTS

Article X Section 6

'...No owner shall ... allow any dog owned by or in his custody to roam, run, stray or be away from the premises of such owner... unless such dog ... be controlled by a leash or chain not more than eight feet in length ...'

Article XI Section 2

'Enforcement: The association, or any owner, shall have the right to enforce,...all restrictions, conditions.'

Article XI Section 8

'Rules & Regulations. The Association Board may from time to time adopt, amend and revoke detailed administrative rules and regulations, ... to facilitate management or operations or to provide for matters ... not dealt with in this declaration, the Articles or the Bylaws.'

BYLAWS

Article I Section 1.3

'All present or future owners, tenants, future tenants or any other person using the facilities of Lake Meridian Village in any manner are subject to the regulations set forth in these bylaws.'

Article III Section 3.5

The directors shall have the right to take any action in the absence of a meeting by obtaining written permission of all directors.

Article VI Section 6.1a

The Board of Directors shall have the Power to adopt and publish rules and regulations governing the use of the common property.

Article XX

Exterior Alteration. 'No owner shall, ... make any alterations or modifications to the exterior ... or build or construct any fence ... without prior written approval of either Board of Directors or Architectural Committee...'

Article XXII

'No owner shall ... commit or permit any nuisance on the premises,... Each owner shall comply with ... requirements of ... State Board of Health ...'

Article XXIII

'Each owner shall be liable ... for any damage to common areas ... by any reason of negligence ... of said owner, family, relatives, guests, or invitees, both minor and adult.'

RULES

The Board of Directors of the Lake Meridian Village Homeowners Association has, of this date, July 2, 1979, ruled under Article XI, Section 8 of the Codes & Covenants, that henceforth, all sales and/or rental agreements and earnest monies shall be presented to the members of the board for approval.

Under this ruling:

1. The Board of Directors shall request all selling, listing and/or rental or leasing agents, and their clients (other than present owners) to meet with them at the appointed time (no more than 72 hours after such document is submitted to them).
2. The Board of Directors shall thoroughly acquaint the prospective purchaser/tenant with the Codes & Covenants, Bylaws, and Operating Rules and explain to them the reasons for said rules.
3. The purchaser/tenant shall sign a statement which states that they are aware of these rules and regulations and that by signing, they fully agree to live within the bounds of these rules.

Beginning with August 1, 1979, any and all listings, whether or not previously published, shall state that the Board of Directors has the right of approval in the following manner:

"All earnest monies/rental or lease agreements must be presented to the Board of Directors of the Lake Meridian Village upon receipt.

Please contact J. J. Bunker at 631-3638 or

J. J. Bunker at 631-9006."

Insurance

The Master Insurance policy of Lake Meridian Village, which covers common areas and buildings, no longer covers water damage. This exclusion has been incorporated due to the history of water damage claims.

The Board of Directors has elected to assess an additional \$5.00 per month fee per unit to be kept in a sinking fund for the purpose of self-insurance of this type of problem. This assessment will be collected beginning August 15, 1979 to be continued until June 15, 1980.

Parking

Henceforth, members and tenants are advised that the guest parking stalls are supplied for guests. If it becomes necessary for a member or tenant, or their visitors to leave a vehicle parked in any and all stalls for three (3) or more days, the Board of Directors shall be required to charge a rental fee of \$35.00 per month, not to be pro-rated.

48

RULES (CONT.)

Pets

From this time foreward, the Board of Directors deems it necessary to establish a system of warnings and fines to be levied against homeowners/tenants and any and all guests found to be in negligence of leash law stated in Codes and Covenants. These warnings shall not be carried over from month to month, but fines shall be paid, or be considered as a lien against the owner's property. The system shall be as follows:

- One verbal warning per calendar month,
- If the warning is ignored, one written warning per month.

Upon delivery of verbal and written warnings any and all further breeches of the leash law shall bring upon owner of pet and/or property a fine of \$5.00 per occurance, not to exceed \$15.00 per month - fines shall be payable by the 15th of the following month, to be included with and in addition to association dues.

176

GENERAL RULES

No owner may erect an exterior television or radio antenna without approval of the Board of Directors or the Architectural Committee. Antenna that are on premises prior to 2 July 1979 shall be exempt.

No owner may erect a wooden or chain type fence that surrounds the entire perimeter of his/her property. Fences may come no closer than two feet to outside of building to maintain right of easement for exterior repairs and maintainance. Privacy screens of no more than 20 feet in length and no more than four feet in height will be allowed upon approval of the Board of Directors or Architectural Committee.

All residents shall make their guests aware that parking in areas other than those expressly provided for that purpose is prohibited. There is ample guest parking available for all but the largest of parties, and each unit has a minimum of four parking stalls provided solely for the use of its residents.

All owners are responsible to help enforce and maintain the rules established for the good of all as provided for in Codes and Covenants, Bylaws, and those set down by appropriate governing bodies.

OWNER RESPONSIBILITY

Owners are responsible for providing all listing, selling and rental agents with copies of codes, covenants and bylaws.

Owners are responsible for seeing that, upon sale or lease of their unit, that all prospective buyers/tenants are fully aware that these documents do exist and are also responsible to have the existence of all such documents and their implied fees duly noted on any sales listing contract; or the existence of these documents to be noted on any rental/lease agreement.

Owners shall be responsible for any and all property damage to common areas or exteriors of buildings by themselves, their families or guests as provided for in Section XXIII of the Bylaws.

Owners are responsible for attending any and all general membership meetings; or to provide an official representative and/or a proxy to cast their vote.

Owners are responsible to abide by the codes, covenants and bylaws, or any rule established for the good of all, by the Board of Directors and/or a rules committee appointed by the Board of Directors, or elected by their peers.

USE OF COMMON PROPERTIES

The Board of Directors has been made aware of problems concerning the lack of respect for the common areas. Each owner/tenant, shall make it their responsibility to see that their children or the children of guests or visiting children shall:

1. Keep common areas free of debris, such as lumber, rocks, or other potentially hazardous material, or attractive nuisances.
2. Keep toys, bikes, etc., off of common areas and out of sight, except when being used by the child/children - or for a reasonable period of time when the child/children may be elsewhere. (To be removed by no later than 10:00 pm of that night).

Failure to comply will result in:

1. Verbal warning to parent and/or child to remove offending article by any owner/tenant.
2. Toy, bicycle, etc., being confiscated for a period of up to one week by any other member/tenant. (Person is to be informed of location of impound.)

Homeowners/tenants are also deemed responsible for any and all damage or disturbing of planted and/or landscaped common areas adjacent to their property on either side and in front and back.

Barked areas must be kept neat appearing with bark or other plant matter to be swept from paved areas, and all rubbish, debris, or play material shall be removed from said areas.

Failure to comply may result in fines of up to \$10.00 per month, which can be collected by causing offending party/parties to repair said damage at a rate equal to minimum wage per hour.

Damage to plants shall be reimbursed at the current replacement value, to be paid in cash, or to be worked off at a rate of minimum wage per hour.

(Any and all work shall be supervised by one member of the Board and one member of the Rule Committee, when such committee is established.)

TENANTS RESPONSIBILITIES:

All tenants shall be required to be made aware of Codes, Covenants and Bylaws upon their signing of lease/rental agreement.

All tenants are responsible to the association for any fines that they, their families or guests may incur.

A tenant who fails to pay said fines will cause a lien to be placed upon the property, as provided for in Article XXIII of Bylaws.

Tenant-occupied units shall be limited, by the right of others to maintain a reasonable standard of living, to less than 30% of total number of units governed by association.

Tenant-occupied units shall be restricted to no more than three (3) persons for a two bedroom unit, and no more than four (4) persons for a three bedroom unit.

Tenants shall not be permitted to keep dogs or cats.

Tenants may not be allowed to make any interior or exterior alterations, with the exception of hanging curtains, without the express written approval of the owner of such unit. All exterior alterations must then meet with approval of the Board of Directors and/or Architectural Committee.

PROXIES

Henceforth it will be required of all owners to supply to the Board of Directors, or to the Secretary of the Homeowners Association, a written proxy within 30 days of this date or within 30 days of the closing of any sale.

The proxy shall state that the Board of Directors shall have the right to cast said homeowner's vote in the manner in which the Board of Directors deem correct at any time that said owner or his official representative is unable to attend a general membership meeting. Said proxy is to run with the ownership of said unit and is irrevokable unless and until the unit is sold.

These proxies shall be null and void if member or his official representative is present at a meeting.

MONTHLY WORK PARTY

Due to the high cost of grounds maintenance, the Board of Directors requires that all owners/tenants provide additional spot maintenance of the landscaped common areas adjacent to their properties. This maintenance may be contracted at the owners/tenants expense.

The second Saturday of each month, April through September, and as necessary October - March, there will be a community work party to do this work. This is in addition to any other grounds maintenance that may be provided by the association.

The work session will start between 9 and 10 AM and is expected to last approximately 2 hours.

Participation is requested of all residents, (owners and tenants).

53

NON-RESIDENT HOMEOWNERS

Homeowners who are renting or leasing their units must pay a damage deposit of \$250.00 to the homeowners' association for each document executed. This will compensate for damages and wear to common properties caused by tenants, their families, and/or guests.

This damage deposit will not be retroactive to previously or presently rented/leased units.