

# **HOMEOWNERS ASSOCIATION RULES**

**Amended January 28, 2020**

## **ARTICLE I**

### **APPLICATION AND AUTHORITY**

The following rules of Pinebrook (“Rules”) apply to all homeowners, renters, their families, guests, and employees. The Rules are established by the Board of Directors of the Pinebrook Homeowners Association (“Association”) as authorized by the Articles of Incorporation, the Declaration of Covenants, Conditions, and Restrictions (“CC&Rs”), and the Bylaws (“Bylaws”) of the Association.

## **ARTICLE II** **DEFINITIONS**

### **SECTION 1. General Definitions**

The following terms shall have the same meaning as provided in the Declaration of Covenants, Conditions, and Restrictions of the Plat of Pinebrook (“CC&Rs”)

- Association
- Owner
- Properties
- Common Area
- Lot
- Member
- Declarant
- Resident
- Assessment

SECTION 2. “Vehicle” means any motorized means of conveyance, including automobiles, motorcycles, Recreation Vehicles, large trucks, boats, and trailers.

SECTION 3. “Recreational Vehicle” or “RV” means motor homes, travel trailers, campers, boats, and utility trailers.

SECTION 4. “Recreational Vehicle Parking Area” or “RV Parking Area” means that property within the Properties that is used solely for the purpose of parking Recreational Vehicles and subject to the Agreement for Use of Recreational Vehicle Parking.

SECTION 5. “Maintenance Supervisor” means that individual hired by the Association, either as an independent contractor or employee, who is responsible for the administration of exterior maintenance of the Lots.

## **ARTICLE III** **DUES AND DELINQUENT ACCOUNTS**

### **SECTION 1. Dues**

Dues are the responsibility of the Owners. Payments are due the first of each month. A \$35.00 late fee will be charged to the Owner's account if the dues are not paid by the 15<sup>th</sup> of each month. If the 15<sup>th</sup> falls on a major holiday or weekend, the dues will be considered late if not received by the end of the next business day. The CC&R's state that if an assessment is not paid within thirty (30) days after the due date, it shall bear interest from the date of delinquency at the rate of six (6%) percent per annum (0.5% per month).

#### SECTION 2. Delinquent Accounts; Lien

When an account becomes ninety (90) days delinquent, a default letter will be mailed to the owner. The letter will state if the past due amounts are not paid in full within thirty (30) days from the date of the default letter, the account can be turned over to collections, and/or a lien will be placed on the home and the Association may initiate foreclosure of the lien. The Association will place a lien on the property for amounts past due if the past due amounts are not paid in full within thirty (30) days from the date of the default letter.

The owner's account will be charged an additional amount to cover the cost of filing a lien and the actual charge to record a release of lien if and when the account becomes current. Pursuant to the Association's CC&Rs, the owner will be held responsible for all costs and attorney fees associated with any foreclosure proceedings.

### **ARTICLE IV** **PROVISIONS FOR ENFORCEMENT OF THE RULES**

#### SECTION 1. Rule Violations

Continued or repeated violations of the Rules, the CC&R's, or the Bylaws may result in:

1. Suspension of the Owner's voting rights.
2. Suspension of the use of all recreational facilities of the Association by the Owner as well as their renters and guests.
3. Notices and/or monetary fines assessed against the Owner.
  - a. 1<sup>st</sup> offense- reminder of the Rules and request for compliance. The owner has ten business days to respond.
  - b. 2<sup>nd</sup> offense- \$50.00. The owner has ten business days to respond.
  - c. 3<sup>rd</sup> offense- \$100.00 The owner has ten business days to respond.
  - d. 4<sup>th</sup> offense- Additional fines will be assessed for non-compliance, at the rate of \$100.00 per month, until resolved.
  - e. Continued non-compliance and non-payment of fines will result in fines, including possible debt collections, Attorney's fees, lien fees, as well as foreclosure.

#### SECTION 2. Major Rules Violations

The following rules violations are considered to be egregious enough to warrant a higher penalty for violations.

1. The following rules will apply to owners, tenants and guests, and will result in higher fines than the standard fines.
  - a. Intentionally harming or killing Pinebrook wildlife. This will apply, also, to any pets which harm or kill Pinebrook wildlife.

- b. Intentionally damaging any item for which Pinebrook has responsibility for maintenance under the Covenants, Conditions, and Restrictions (CC&R's).
  - c. Installation of any fences
  - d. Installation of privacy screening which does not meet ACC approval.
  - e. Installation of any unapproved concrete flatwork
  - f. Growing marijuana
2. The fine schedule for major rules violations will be as follows:
- a. The first offense will result in a \$300.00 fine
  - b. Violations, for which remediation exists, will incur additional fines at a rate of \$300.00 per month, until resolved.
  - c. Violation, for which remediation does not exist, will incur a single fine of \$500.00.

**SECTION 3. Owners' Rights; Hearing**

Any owner receiving notice of fine for an infraction of any provisions of the CC&R's and Rules, who disputes, or needs clarification of the violation, and who, within 10 days, contests the infraction in writing and submitted to the Association, shall have an opportunity for a hearing, and no fine shall be imposed until the hearing is held. If the owner does not contest within the 10 days, the fine will be charged to the owners account.

**ARTICLE V**  
**COMMON AREAS**

**SECTION 1. Rules for Use of the Common Areas**

- 1. The paths, parking spaces, and other facilities of the Common Area are for the use and enjoyment of Residents of Pinebrook and their guests only. Unauthorized persons may be prosecuted for trespassing.
- 2. The curfew in the Common Areas of Pinebrook is 10:00 PM for all persons under eighteen (18) years of age.
- 3. No personal property or articles of Residents shall be left or stored in the Common Area.
- 4. Any and all resulting costs of damages will be assessed against the Owner of the Lot whose residents, children, or guests are responsible for the damage. This includes defacing with paint or other substances any facilities of the Common Areas, including cutting of trees, shrubs, landscaping features, bridges, benches, walkways, path lights, boundary wall, trash containers, playground area, and any other facilities. No littering of any kind will be allowed in the Common areas, paths or ponds, RV lot, or overflow parking areas. No Barbeques or open fires are allowed in any Common areas. Violators will face the enforcement provisions of Pinebrook.
- 5. Throwing of projectiles, including rocks, golf balls, and the like, or the use of BB guns, air guns, firearms, paintball guns, slingshots, archery equipment, fireworks, or any items which present an actual or potential danger to adults, children, or animals is prohibited.
- 6. Unauthorized motor vehicles or other potentially dangerous devices are prohibited in the Common Areas except in the designated parking spaces. Motorized vehicles are not permitted on the pathways or lawns in the common areas.

7. Bicycle, tricycle riding, in-line or regular skating, hover boards, battery operated children's cars, and wheel chairs, are permitted on paved walkways, provided that a 5 MPH speed limit, and noise levels are observed, and the right of way is yielded to pedestrians at all times. In connection with such activities, reasonable care and caution must be exercised to safeguard others, particularly young children. Children MUST be accompanied by an adult. No motor bikes, motorcycles, or electric scooters are allowed on pathways or common areas.
8. Climbing on or over the perimeter wall and climbing in trees is NOT permitted.

#### SECTION 2. Ponds and Streams

1. Except for emergency reasons, no one is permitted to enter the ponds or streams.
2. The throwing of rocks or other materials into the ponds is prohibited.
3. Any abusive treatment of wildlife by Owners or Residents, their families, or guests may be reported to the appropriate authorities and will result in a major rules violation.
4. The feeding of the fish is not permitted.
5. The feeding of the ducks is not permitted in or near the pond, but with permission on file is allowed on patios, providing the feed is grain or specified Duck food.
6. Fishing in ponds or streams is not permitted.

#### SECTION 3. Playground

The playground is for Pinebrook Residents and their guests only. Dogs are not permitted in the playground area. Loud and boisterous activities are not permitted on the playground between the hours of 10:00 PM and 8:00 AM.

### ARTICLE VI VEHICLES

#### SECTION 1. General Rules Applicable to Parking

1. Recreation Vehicles, large trucks, boats, and trailers are not to be parked on any Lot or street on the Properties. Residents are permitted a 72-hour period for loading and unloading ONLY. Visitors of Residents will be permitted to park up to one week with prior approval of the Maintenance Supervisor. If additional visitor parking is needed, permission may be obtained at the office.
2. Common Area parking permits for short term parking can be obtained at the office for a period of up to one week with the approval of the Maintenance Supervisor. Common Area parking is provided for *Residents' guests*. It is not to be used for any long-term parking of Residents' personal or business vehicles. Vehicles parked for 72 hours without permit will have a tow notice put on the vehicles and they WILL be towed at Owner's expense. Vehicles parked on the street for over 24 hours, without being moved, can be cited, per City of Vancouver.
3. No Vehicle shall be parked in another Resident's driveway without that Resident's permission.

4. No Vehicle shall be parked in such a manner as to impede or prevent entry or exit for another Resident's driveway. Vehicles shall not be driven on, or parked on, any lawn area or curb, either on individual Lots or on the Common area.

**SECTION 2. General Rules Applicable to Vehicles**

1. No major repairs or restoration of any Vehicle shall be done on any Lot or in the Common Area.
2. Vehicles in non-operative condition, including unlicensed or expired license plates, shall not be allowed on the properties, common areas, or overflow parking areas.
3. Storing of unsightly materials in any Vehicle on any Lot or Common Area is not allowed. No overnight camping or sleeping in vehicles is allowed.

**ARTICLE VII**  
**RV PARKING AREA**

The RV Parking Area is provided for Residents to use as a storage facility for Recreational Vehicles only. It is not a Common Area, and maintenance costs are paid by fees charged to users. Users are required to sign an agreement with Pinebrook to use the RV parking lot. All rules and regulations contained in the "Agreement for Use of Recreational Vehicle Parking" apply and are an extension of these rules. Permission to use and assignments to parking spaces in the RV Parking Area are to be obtained from the Maintenance Supervisor.

**ARTICLE VIII**  
**LOTS AND HOMES**

**SECTION 1. Rules of General Applicability**

The following general rules apply to the Lots and homes:

1. In order to preserve the natural beauty of Pinebrook, no fencing of any kind, including temporary fences, barriers or dog runs, is permitted. However, the lack of fences does not give Residents the right to trespass on the private property of individual Owners. Residents must confine activities to their own Lot or the Common Area.
2. No Owner or Resident shall make or permit any disturbing noises to be made or anything to be done on the premises that interferes with the rights, comfort, or convenience of other owners or residents. Violations of current city noise ordinance should be reported to the police.
3. Garden hoses should be neatly stored when not in use.
4. No changes or additions may be made to the exterior of the homes or lots without prior written approval of the Architectural Control Committee (ACC), as provided by Article IX of the CC&R's. The homeowner is to notify the maintenance supervisor and ACC when a project is completed so it can be inspected and confirmed that it was done to specifications outlined in the ACC application. If homeowner makes any changes without going through the ACC it could result in the change that was made being

removed and brought back to original condition or fines may be imposed. Violations, as specified in Article IV, Section 2, will result in a fine.

5. Garbage and/or recycling containers shall not be left on any Lot, unless screened from view, and not to be placed at the curb more than 24 hours prior and following pick-up. Cuttings left for the grounds keeping work crew shall be left on a tarp, or appropriate container, at the curb for pick up.
6. Only signs or posters of public notices, temporary political signs, and signs for sale are permitted, as provided by Article 8, Section 8 of the CC&R's. All signs must not exceed four hundred (400) square inches and must not be placed to impede the grounds crew activities.
7. No clotheslines shall be located on any Lot so as to be visible from the street, a private way, dwelling houses on other Lots, or public areas as provided by Article 8, Section 11 of the CC&Rs.
8. Holiday or special occasion decorations must be removed within 30 days after the holiday event.
9. No porch or patio shall be used as a storage area. Articles other than barbecues, patio furniture, and decorative planters should not appear in public view. Awnings are permitted, with ACC approval, only when they are fully contained on the deck or patio and must be a neutral color.
10. All private property, including but not limited to, outdoor games, toys, nets, balls, pools, party furniture, bicycles and tricycles, play houses, and swing sets, must be stored out of sight and not be visible from the street or Common Area when not in use. Nets for outdoor games must be taken down the same day. Mobile basketball hoops are allowed if they are stored up against the house.
11. Damage to irrigation equipment caused by an Owner or Resident, their guests or children, or authorized persons (other than ground-keepers) shall be the Owner's financial responsibility. Under no circumstances are residents or their guests permitted to realign sprinkler heads, or damage any trees or shrubs.

## SECTION 2. Rules Applicable to Satellite Dishes and Television Antennas

The following general rules apply to the installation and removal of Satellite dishes and television antennas:

1. Owner must notify the Pinebrook office staff of their intent to install a dish or antenna. The Pinebrook office staff will provide the Owner with Pinebrook's installation requirements. The Owner will sign and date the form acknowledging receipt of said form. Pinebrook office staff will then provide the homeowner with two (2) copies of the form, one for Owner and the other for the installer. Renters must have written permission from the Owner.
2. Satellite dishes and television antennas must not exceed thirty (30) inches and must be mounted to the roof. The antenna will be installed in the least obtrusive position possible. Wires associated with the equipment will be routed in the least visible location

possible and with consideration for safety of roof maintenance personnel. Wires will not be routed through gutters.

3. Existing dishes and antennas will be removed by the Association's roofing contractor prior to any new roof being installed and reinstalled upon completion of the new roof.
4. Any costs for repairs related to damage from the installation of equipment will be charged to the Owner.
5. Non-operable dishes or antennas must be removed by the Associations roofing contractor.

### SECTION 3. Rules Applicable to Air Conditioners

The following general rules apply to the installation of window, wall mounted room air conditioners, and all exterior air conditioning units.

1. All installations must be approved by the ACC, including location. Any air conditioners installed without ACC approval are subject to removal and/or fines.
2. Renters must have written approval of the Owner prior to installation.
3. No ground supports are to be used for any installation of a window air conditioner.
4. Standard manufacture installation kits are required for window installations. Acrylic inserts can be used in place of factory installation kits when such kits are available.
5. The color of window mounts must be a factory neutral color that blends with the house body and trim color. Permanent wall mounts must be painted to match the house color, or the factory color, and approved by the ACC.

## **ARTICLE IX** **FIREWOOD**

Two (2) cords of firewood may be stored adjacent to, but not in immediate contact with, a house in an orderly manner about one foot away, but may not impede access between buildings for contractors, maintenance, or emergency crews or interfere with view rights of other Residents. Scrap wood or building materials are not considered firewood and may not be stored outside the house. Any protective covers used must blend with, rather than contrast with, the color of the home. Any clean up and/or repairs to the siding or trim of any home where firewood has been stored is the responsibility of the homeowner. Outside burning of ANY kind is not permitted, except for charcoal barbeques, and propane appliances.

## **ARTICLE X** **PETS**

### SECTION 1. Type of Pets and Quantity

Pets in Pinebrook are restricted to those types and species normally and appropriately kept inside the home. Outdoor dog runs, dog houses, or kennels are not permitted. Under no circumstances are vicious and/or poisonous animals or domesticated animals normally associated with farm or dairy barnyards allowed as pets in Pinebrook.

## SECTION 2. Owner Obligations

Any dog allowed outside **must** be on a leash at all times. Violations may result in humane trapping and/or reporting to Animal Control. Owners are responsible for cleaning up after their pets on the Lots and in the Common Area and are responsible for any damage caused by their pets. Owners who violate this rule will be reported to the Association for appropriate action. This action includes, but is not limited to, fines or fees for the cost of cleanup.

SECTION 3. Pets are not allowed inside the Clubhouse or playground with the exception of service animals.

## ARTICLE XI YEARLY PLANTINGS

### SECTION 1. Planting Beds

The definition of a planting bed is any area on your lot that is not turf. Any maintenance required for these areas must be provided by the homeowner. All planting beds must be maintained weed free by the homeowner. Lack of maintenance to these areas will constitute a rules violation and may be subject to notices and/or fines. Any changes or additions to planting beds, including shrubs, in Pinebrook must receive prior written approval from the ACC. This includes enlarging existing planting beds and establishing new beds and installation of edging. This does not include the planting of flowers in existing planting beds. Vegetable gardens are not allowed. **Growing of Marijuana is not permitted outside of any residence or on any Common area.** Approval or non-approval of plans will be given in writing and will be based on:

- a. Location of the Lot;
- b. Impact on landscape maintenance;
- c. Impact on view rights of others;
- d. Appropriateness in keeping with the overall landscaping theme in Pinebrook; and
- e. Type of plantings.

### SECTION 2. Renter Approval

Renters must provide the ACC with written permission from the Owner before the plan can be considered by the ACC.

## ARTICLE XII PINEBROOK CLUBHOUSE

### SECTION 1. Right to Use and Limitations

The Clubhouse is available for use by all Pinebrook Residents as long as all dues and/or assessments are current. An adult resident must accompany all guests at all times during the scheduled event. The reserving party and/or Owner will be held **FULLY RESPONSIBLE** for guests conduct including the cost of cleaning or repair if damage is caused by guests.

### SECTION 2. Prohibited Uses

The following activities are prohibited in the Pinebrook Clubhouse:



1. Use of tobacco, vaping, marijuana, or any illegal drug, alcohol, or sexual behavior is not permitted. Individuals arriving at the Clubhouse intoxicated will be asked to leave.
2. Loud noise such as music, yelling, shouting, singing or noise from any other source which might annoy Pinebrook residents inside or outside of their homes at any time.
3. No tape or thumb tacks may be used to attach items or decorations to any surface that mars or causes damage to the walls or ceiling.

### SECTION 3. Reservation Fees and Deposit Procedure

Reservations and payment must be made at least one week in advance of an event. The cost to use the Clubhouse includes a facility fee plus a refundable cleaning deposit. All fees are established periodically by the Pinebrook Board of Directors and will be listed on the Rental Agreement. Proof of insurance is required. You can get a copy from your insurance company, either Home owners or Renters.

### SECTION 4. Required Activities in Using the Clubhouse

Users of the Clubhouse must adhere to the following:

1. Users must leave the facilities in the same condition as found. All furniture must be returned to the original placement.
2. Users must immediately treat any spots or spills on the furniture or carpet.
3. Users must remove and dispose of all garbage from the Clubhouse. Users must insert new liners in the trash cans.
4. Users must reset the heat to its original position. Users must return fans, extra tables, and chairs to their proper closets and remove any signage, balloons, and etc.
5. With the exception of those lights specifically marked to be left on, Users must make sure all lights are turned off in the Clubhouse including the restrooms.
6. Users must check to make sure **all** doors are closed and locked.
7. Unless other arrangements are made with the Clubhouse committee designee, the User must call the designee to arrange inspection and to return the key. The deposit will only be refunded after inspection by the clubhouse committee designee. Any damages not covered by the deposit will be billed to the homeowner.
8. Users will limit the number of guests to 100. There is limited parking available so remind guests to not obstruct residents and access to the streets for emergency vehicles.

The clubhouse Area is provided for Residents to use as a Recreational Area Facility for Residents and their guests. It is not a Common Area, and maintenance costs are paid by fees charged to users. Permission to use the Clubhouse is to be obtained from the Clubhouse committee designee. All rules and regulations contained in the "Agreement for Use of Clubhouse" apply and are an extension of these rules.