



RULES AND REGULATIONS

Restated June 25, 2025

Note: the RULES AND REGULATIONS were adopted by the Association on 10/16/2009. Since that date, the following changes have or are been made to this restated document:

1. Amendment # 1 was approved on April 18, 2019 which revised Article XI.2: Fine Structure.
2. Table of Contents was added
3. Paragraph 4.2 **Recycling** was added
4. APPENDIX C "Swimming Pool and Dock Rules" was revised.
5. Article 9 **Assessment Policy** has been updated with a revised policy "ASSESSMENT COLLECTION POLICY" and is provided as APPENDIX E
6. Minor corrections such as the current monthly parking fee.

PURPOSE OF THE RULES AND REGULATIONS

- All owners, tenants, guests and pets are subject to the **Coffee Creek Condominium Association** Rules and Regulations, hereinafter referred to as Rules and Regulations. It is the responsibility of the owner(s) to notify tenants and guests of these rules, and the Board of Directors shall hold the owner responsible for actions of the residents/guests in violation of these Rules and Regulations.
- These Rules and Regulations are meant to clarify and supplement the Declaration, Bylaws, and Articles of Incorporation of **Coffee Creek Condominium Association** and are not to be construed to supersede or replace any part of those documents. It is the legal responsibility of all owners and individuals occupying a unit who are not the legal owner (hereinafter occupants) to know and abide by the provisions of the Declaration, Bylaws, and these Rules and Regulations.
- The Board of Directors will work to enforce these Rules and Regulations, but the participation and cooperation of every owner and occupant is essential to our success in maintaining a desirable residential area.

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ARTICLE 1

EXTERIOR APPEARANCE AND COMMON AREA

Common areas are defined in the Declaration. Generally speaking, by way of example, the common areas may include (but are not necessarily limited to) the land, main support walls, landings, landscaped areas, swimming pool, tennis court, beach house, boat launching ramp and docks, walks & driveways, and unassigned parking spaces.

Generally speaking by way of example, the limited common areas and facilities are reserved for the exclusive use of the units to which they are adjacent or assigned and consist of: the parking space(s), as more fully described on the Plans and Survey, recorded under Pierce County Auditor's File No. 2462407, the boundaries of said parking space(s) being defined by the interior surfaces of the walls, if any, and floor. The unit occupant is responsible for the care and maintenance of the patio/yard area which is adjacent to some units as is more particularly shown on the Survey Map and Plans, the boundaries of said patio/yard area being defined by the interior surfaces of the walls, floors, ceilings, doors, windows, grounds, railings, fence or curb enclosing said patio/yard areas or lanai. The chimney flues and mailboxes are also considered to be limited common property.

1.01. Exterior Changes

- a. Any proposed exterior changes which may visually affect the exterior appearance of Coffee Creek (this includes, but is not limited to; fences, screen doors, lighting fixtures, planter boxes affixed to the balcony, etc.) or any alterations to the limited common/common area, must be submitted in writing to the Architectural Committee with their proposed changes to receive instructions on how to proceed. After the preliminary plans for the changes are complete, the Architectural Committee will present them to the Board for review and approval. Decisions by the Board of Directors shall be provided in writing.
- b. Any unapproved alterations are subject to a \$30.00 fine per day, and the Board of Directors may require the property to be returned to its original condition at the expense of the unit owner.
- c. Interior window coverings must be off-white as seen from the exterior. No plastic sheeting is allowed on windows. All windows must be kept reasonably clean. Blinds may be hung by themselves without draperies.
- d. No security systems shall be installed within or mounted to the limited common areas, common areas, or exterior of any building without prior written approval from the Board of Directors.
- e. No owner, resident, or lessee shall install anything, whether wiring, electrical, or telephone installations, air conditioning units, etc., which intrudes into or affects the common area except as authorized in writing by the Board of Directors.

1.02. Landscaping

- a. The variety and placement of shrubbery and trees in the common and limited common areas, either purchased by the Association or the owner, will be under the strict control of the Board of Directors through the Landscape Committee. When planting other than annuals, permission will be requested from the Landscape Committee indicating type and anticipated growth.
- b. Potted flowers on decks and patios must be contained within a planter that has a water catch basin in order to avoid any damage to the decks/patios. All flower boxes on deck railings must be secured to the deck to prevent injuries from a fallen box.
- c. Unit resident must tend all plants planted by resident. Any dead plants must be removed.
- d. Potted plants on decks and patios and front doorway are allowed as long as they do not

- obstruct common walkways.
- e. No pruning, cutting, removing or adding bushes, trees, flowers or other foliage to existing landscape without prior written consent from the Board of Directors, except by contracted landscape service. Any existing foliage that is removed or damaged by residents will be charged to and payable by responsible owner.
- f. All landscaping and common areas (including grass) shall be maintained and repaired by the Association.

1.03. Storing of Items

- a. Storage of gasoline or other hazardous flammable materials on patios, decks, storage units or garages is prohibited.
- b. Areas visible to the outside must be kept neat and free from clutter, laundry, garbage, broken furniture, dead plants, empty boxes, or other unsightly objects. Residents shall not hang or dust garments, rugs, etc., from the rails, windows, or the facades of the property. Bicycles, toys, etc. must not be left on the sidewalks, driveways, parking spaces, or front patios.
- c. Access to common walks, stairways and roads shall not be blocked in any way.
- d. Storage on decks is not permitted.
- e. Garbage should be immediately disposed of properly.
- f. No boats, i.e., canoes, rowboats, rafts or kayaks shall be stored on patio/decks.

1.04. Signs

- a. No signs, notices or advertisements shall be inscribed or displayed in any way on or at any window, unit entrance door, or any portion of any building exposed to public view, nor installed on or at any exterior position without written approval by the Board of Directors.
- b. Any sign displayed to the public view on or from any unit or common area, including FOR SALE signs shall require the approval of the Board of Directors. In no event shall any sign exceed 24 inches square.

1.05. Installation and Maintenance of Satellite Dishes

- a. An owner may install, use and maintain, at owner's sole cost and expense, an antenna, satellite dish or other device for the transmission or reception of television or radio (including ham radio) signals, or any other similar device ("satellite dish") on the Limited Common Areas over which the owner has exclusive use so long as such installation, use and maintenance complies with these Rules and Regulations, and upon written notice to the Board of Directors and submission of the indemnification agreement attached hereto. satellite dishes may not be installed upon fences or fence posts.
- b. satellite dishes installed on the Limited Common Area must have a diameter or diagonal measurement of one meter or less. Any other antenna, satellite dish or device requires an application to the Board of Directors and approval of the Board. The application shall include the following: a description of the satellite dish, the requested location of the dish, the name, address, telephone number, license number, proof of insurance and cost estimate of the anticipated installer, and the specific methodology for the proposed installation.
- c. Satellite dishes should be screened from view from the street and the Common Areas when possible. However, an owner may be permitted to install a satellite dish without

such screening if the owner desiring to install such device demonstrates to the Association that such screening would unreasonably delay or prevent installation, maintenance, or use of the satellite dish, unreasonably increase the cost of installation, maintenance or use of satellite dish, or preclude reception of an acceptable quality signal.

- d. If an owner hires a contractor to install the satellite dish, the contractor shall be licensed and shall have adequate insurance. Proof of license and insurance shall be provided to the Association upon reasonable request.
- e. Prior to installation, an owner shall agree to indemnify the Association for any damage caused by the satellite dish and enter into an indemnification agreement in the form attached hereto. The indemnification shall indemnify the Association for any personal or property damage caused by the installation, use or maintenance of the satellite dish, and shall include reimbursement of the Association for repairing damage to any Common Area or Limited Common Area caused by the installation, use or maintenance of the satellite dish, or repairs necessary upon the removal of the satellite dish.
- f. The Association may require that an owner, at the owner's sole cost and expense, move or remove a satellite dish, which does not comply with these Rules and Regulations.
- g. The Association, at the Association's expense, may hire an inspector to inspect the installation of the satellite dish. If the inspector determines that the satellite dish is improperly installed or that the installation may cause damage to the Common Area or otherwise is in violation of these Rules and Regulations, the Association may require the owner who installed the satellite dish to:
 - 1. correct the installation so it complies with these Rules and Regulations at the owner's expense;
 - 2. correct the installation to avoid potential damage to the Common Areas at the owner's expense;
 - 3. pay for the cost of the inspection; and
 - 4. pay an administrative fee of \$75.00.

1.06. Facilities

- a. Swimming Pool. The safety and enjoyment of the members are the primary concern in the operation of the swimming pool. The pool regulations are posted at the pool entry.
- b. Tennis Court
 - 1. Limit of 45 minutes for singles or one hour for doubles per unit per day, unless the court is unused.
 - 2. Guests must be accompanied by a resident.
 - 3. Tennis court must be used for sports only. Hard-soled shoes, pets and toys are not permitted in the court enclosure.
 - 4. Children under the age of twelve must be supervised by an adult.
- c. Coffee House. A resident desiring to use the Coffee House for a private party will place the reservation with the Association's designated agent. The reservation must be confirmed seventy-two (72) hours in advance or the day will be declared open. Persons under the age of eighteen (18) using the Coffee House shall be supervised full-time by a responsible adult. A seventy-five-dollar (\$75.00) deposit is required, refundable when the facility is returned to a proper degree of cleanliness. The cleaning must be accomplished prior to 12:00 noon the following day (see cleaning rules posted on the Coffee House bulletin board). The seventy-five-dollar (\$75.00) cleaning deposit does not apply toward the repair of any damage. The party is restricted to the Coffee House and its decks. The host or hostess must remain with the guests at all times during the party. The Coffee House will

- d. not be available for parties on national holidays.
- d. Dock Areas. Each unit is limited to one boat moored in the docking areas. Each guest with a boat must be under the general supervision of the resident host. Guests' boats will not be moored longer than twenty-four (24) hours. Boats will not be moored to the north end of the launching dock. Boats, which include canoes and inflatable boats, may be launched and retrieved only from the docks, boat ramp or the lake shore. After launching, all boat trailers will be parked at the entrance to the RV lot. Fishing is permitted only from the docks or the lake shore.
- e. Lagoon and Creek. There shall be no fishing, playing or any other activity on the banks of the lagoon, nor along the creek. Boats, of any type, are not permitted in the lagoon, nor may they be launched or retrieved in the area of the footbridge or banks of the stream.

ARTICLE 2 VEHICLES AND PARKING

Violations of the parking policy may result in towing. Parking on the property is limited to general passenger vehicles. General passenger vehicles are designated as passenger cars, pick-up trucks and vans (under 10,000 gross vehicle weight) and motorcycles. All Coffee Creek residents, whether homeowner or tenant, must register their vehicles with the Association's designated agent upon initial move-in and as vehicles change. The Association's designated agent will monitor the common area parking lot for non-registered vehicles.

2.01. Operable Vehicles

- a. All parking spaces are restricted for parking of operable motorized vehicles only. Inoperable vehicles are not permitted in the parking area for more than 48 hours. If an inoperable vehicle remains onsite for longer than 48 hours, the vehicle may be towed at the owner's expense. The police define inoperable as:
 - 1. Any vehicle which is improperly licensed or without current tabs.
 - 2. Any vehicle which is not highway operable due to a physical condition, i.e. broken down motor, flat tire, broken lights, broken glass, etc.
- b. All vehicles must be operable and currently licensed at all times.

2.02. Common Area Parking

Coffee Creek was designed and approved by Pierce County to have two (2) parking spaces per unit. In addition, the plat plan required a twenty-four-foot fire lane between structures, per State Fire Marshall's requirements. The parking of vehicles will not be permitted to interfere with the delivery of mail, with the passage of emergency vehicles, or extend into the fire lane. These violations will result in immediate towing. Each unit was built to allow two (2) vehicles to be parked in the unit's garage and/or carport. Those units which have one parking space due to conversion of garages to living space (units 16, 22, 47, 52, 55) may park one vehicle in the common area parking lot. At the discretion of the Governing Board, any unit requiring additional parking spaces may lease each parking spot at \$35 per month. The parking fee is subject to change on an annual basis. Vehicle park lease paperwork will be completed and filed at the management company. A parking sign for the unit's leased parking spot will be placed by the maintenance technician. It is the responsibility of the Coffee Creek resident to notify the management company of any changes to their leased spot or vehicles. Residents with visitors parking for more than 24 hours will notify the on-site maintenance technician and/or management company. Visitors staying longer than two (2) weeks will be required to pay a parking fee of \$35.00 a month or pro-rated amount determined by the management company for the amount of days parked.

2.03. Garage and Carport Parking

- a. Garages and carports shall not be used for any purpose to the extent that such use would prevent parking a motor vehicle therein, with the exception of those units where garages were converted to living space prior to the adoption of the Restated Declaration.
- b. Garages and carports may not be used as storage facilities. The only items permitted in the carport are garbage/recycle cans and neatly stacked firewood. Parallel parking in front of the carport is permitted providing the vehicle does not obstruct the mailbox, the neighboring unit's carport, cross into the landscaped grounds/grass/woodchips or cross over the marked fire lane. If residents are unable to keep their vehicle within these means, they will be required to follow the guidance for leasing a parking spot in the common-area parking lot.
- c. In all garages, an IA10BC Fire Extinguisher is required.

2.04. Vehicle Repairs

- a. No major repair or overhauling of vehicles is permitted on the premises.
- b. Only minor auto repair work, which can be completed within one (1) day, shall be conducted on condominium grounds and only during times other than quiet hours.
- c. Draining radiators, oil, or other fluids from your vehicle at the condominium is prohibited. Pouring fluids down storm drains is NOT permitted.

2.05. Excessive Vehicle Fluids

- a. Residents are responsible for keeping their parking space clean. Excessive oil or other drips should be cleaned up immediately.
- b. Residents are responsible for their assigned blacktop area to be free from grease, oil, or solvents from their vehicles, and if not removed promptly, owners shall be financially responsible for the repairs.
- c. Owners of vehicles that cause excessive oil, coolant or gasoline spillage will be responsible for the cost of asphalt clean up.
- d. Vehicles without mufflers and vehicles with loud mufflers are not permitted on the premises.

2.06. Recreational Vehicles

All recreational vehicles, boats, campers, etc., must be parked in the designated "RV parking Area" by Coffee Creek residents only. All recreational vehicles parked at Coffee Creek Condominiums RV parking area will contain current tabs/licensing of both the recreational vehicle and trailer. Residents who utilize this area for storage of their recreational vehicles will register and complete a park leasing agreement for each vehicle with the management company or other agent designated by the Board. A fee of \$150.00 per year per recreational vehicle will be assessed for RV parking privileges. A parking sign for the unit's leased RV spot will be placed by the maintenance technician or other agent designated by the Board. The RV fee is subject to change on an annual basis. Any recreational vehicle that is not current in licensing/tabs or registered to a Coffee Creek resident will result in tagging of the vehicle and then towing within 48 hours at the owner's expense. It is the responsibility of the resident who is leasing an RV space to maintain the cleanliness of their area. No extra-large storage containers, junk or miscellaneous leftover items will be permitted in the RV lot. A small 4-foot trunk/container/box may be located in your space for the storage of small boat items, gas cans, etc. If space is not available in the RV Parking Area, the Board or its designated agent will establish a waiting list for residents who wish to park a recreational vehicle or boat, and the residents will be notified as space becomes available. Residents will be allowed to park more than one recreational vehicle in the RV parking area only provided space is available and no residents are on the waiting list for RV parking.

2.07. **Speed Limit** - Speed Limit on the premises is 5 miles per hour.

2.08. **Illegally Parked Vehicles & Removal**

THIS WILL SERVE AS ADVANCE NOTICE OF THE ASSOCIATION'S TOWING POLICY. PLEASE NOTE THAT IN CERTAIN CIRCUMSTANCES, LISTED BELOW, ADDITIONAL NOTICE MAY NOT BE PROVIDED

- a. Vehicles (including recreational vehicles) in the following situations may be towed at the vehicle owner's expense immediately:
 - 1. Encroaches upon a marked Fire Lane, driveway, other access, or other parking space.
 - 2. Occupying more than one parking space.
- b. Vehicles (including recreational vehicles) in the following situations may be towed at the vehicle owner's expense with 48 hours' notice:
 - 1. With a flat tire.
 - 2. Expired tabs.
 - 3. Abandoned for more than 10 days.
 - 4. Inoperable vehicles.
 - 5. Unsightly vehicles.
 - 6. Vehicles not registered with the management company.
- c. Only Board Members are authorized to have a vehicle towed after 48-hour notice is posted on the vehicle.

2.09. **Motorcycles and Similar Motorized Vehicles**

Motorcycles and similar motorized vehicles are not allowed off the paved blacktop areas. Motorcycle riders will not practice in the Coffee Creek Condominium complex. Riders will enter and exit in the quietest manner possible. No person shall operate any type of motorized vehicle unless both vehicle and operators are properly licensed.

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**All the Rules of the Road for Washington State apply upon these premises.
All vehicles on the premises are parked at the owner's risk.
Lock all vehicles. The Condominium Association accepts no
responsibility for any vehicle or its contents**

ARTICLE 3

PETS

Domestic household pets, such as dogs and cats, may be kept by the owners, provided that the keeping of pets shall be subject to such reasonable Rules and Regulations as the Board may from time to time adopt and in accordance with the Declaration and Bylaws.

Domestic animals, birds or reptiles (herein referred to as "pets") may be kept in the units subject to the Rules and Regulations adopted by the Board.

3.01. **Residents Responsible for Pets**

- a. All pet owners are financially responsible for any damages caused by their pets, including but not limited to, grass, bark, shrubs and common areas.
- b. Any damage caused by a pet shall be the responsibility of the pet's owner.

3.02. Licensed

- a. All pets on the premises must be properly licensed per local law.
- b. All dogs and cats must be properly immunized and owners have the responsibility to have their pets licensed.

3.03. Leash & Roaming Rules

- a. Pets are not to be left alone or unattended while outdoors. This includes on patios and balconies.
- b. Pets shall not be allowed to run freely on the condominium grounds unless engaged in direct activity with its owner.
- c. Pets must be on a leash, carried, or caged while outside the units. No pets shall be left free to roam.
- d. Pets are not to be left unattended while chained outside the unit or on a patio.
- e. Dogs must be kept on a leash at all times within the common areas.
- f. Cats must not be allowed to roam around the complex.
- g. Dogs will not be allowed on any Common Element unless they are on a leash and are being walked to or from the unit to a public road.
- h. Pets must be walked in designated pet area or off the property.
- i. Patios are not to be used as dog runs. Residents who have pets must take them off the condominium grounds or use the designated area approved for pets, and immediately clean up any animal waste. Residents shall not use their patios for dog urine or feces.

3.04. Clean up of animal waste

- a. Pet owners are responsible for cleaning up the excrement of their pets from all common area (Poop and Scoop). If a resident pet owner is not compliant, the pet waste will be removed at the owner's expense.
- b. Pets are not permitted to defecate or urinate on our lawns or gardens. Without exception, pet owners shall immediately "pooper-scoop" any accidental deposits from their dog.
- c. Pet owners must keep their patio area free of pet droppings so as not to disturb neighbors with the smell.

3.05. Quantity and Size of Pet

- a. Pets must weigh 30 pounds or less at full-growth weight. The only exception is a Seeing Eye dog, or as approved, in writing, by the Board of Directors. Replacement of any pet must comply with weight limit.
- b. Pet limitations: A limit of one (1) pet per unit will be allowed with a weight limit of 30 pounds per pet.

3.06. Noisy Pets

- a. Pet owners are expected to control any pet, which makes frequent repetitive or continuous noise that disturbs or interferes with the peace and comfort of the other residents.
- b. Pet owners shall control pet noise so as not to disturb other residents.

3.07. Pet Problems

- a. Pets found to be vicious or a recurring nuisance (because of droppings, noise, etc.) may be barred temporarily or permanently from the premises even if other owner's pets are permitted.
- b. The Board may at any time require the removal of any animal that it finds is disturbing

- other owners unreasonably, in the Board's determination, and may exercise this authority for specific animals even though other animals are permitted to remain.
- c. After no more than three complaints, any animal deemed a nuisance or potential hazard, by decision of the Board of Directors, must be removed from the premises. The decision of the Board is final and may not be appealed to the Association.
 - d. Any pet attacking a person or other pet shall be subjected to immediate removal by decision of the Board of Directors upon the FIRST written complaint.
 - e. Pet owners shall be responsible for all expenses connected with pet removal.

3.08. Miscellaneous Pet Issues

- a. Pets that are poisonous or otherwise dangerous to people are strictly forbidden on the premises.
- b. No poisonous, dangerous animals or reptiles of any kind shall be raised, bred or kept in any unit or the common areas.
- c. Visiting pets are subject to the resident being the responsible party for any damages that may be caused by the visiting pet.

**ARTICLE 4
GARBAGE AND RECYCLING**

4.01. Garbage

- a. Properly discard trash and recyclable items.
- b. Unit occupants are responsible for disposal of garbage in the container provided by the trash company. No garbage shall be left elsewhere in the common areas.
- c. Garbage cans must be stored out of sight in carport or garage.
- d. Collection time is once per week currently on Tuesday morning. Due to the continuing increases in collection fees, the Association is limiting the number of containers per unit to one (1) provided garbage can. Boxes, sacks or bags of garbage will be counted as separate containers. Residents will be billed for exceeding the one-container limit.
- e. All paint and hazardous materials are to be disposed of properly at a transfer station at the owner's expense.
- f. The garbage can and recycling can should not be placed outside until the evening before trash and recycling pickup day. Garbage and recycling cans should be stored by nighttime of pickup day.
- g. Excess garbage may be dumped in the Association dumpster only if coordinated with and approved by the Association's designated agent.

4.2 Recycling

- a. Properly place items in the recycle container. "When in doubt, throw it out" (trash).
Pierce County has directed that the following items be put into the trash:
Glass; plastic bags; aluminum foil, pans and plates; crinkly plastics; all cartons; plastic packaging; foam trays & containers;
SINGLE-USE ITEMS: paper towels, plates & cups; plastic cups; utensils; straws; napkins;
ALL lids & caps; greasy pizza boxes; shredded paper; and prescription bottles.
- b. Collection time of the recycle can is every other week, currently on Tuesday.

**ARTICLE 5
NOISE / OFFENSIVE ACTIVITY**

- 5.01 Residents shall exercise reasonable care to avoid making or permitting to be made, any loud, disturbing or objectionable noise, which is deemed a nuisance, or interfering with the enjoyment of the other residents.
- 5.02 Owners shall exercise extreme care to confine noise to their own condominium between the hours of 10:00pm and 8:00am.
- 5.03 Use of stereos, television, musical instruments, appliances, outdoor water outlets, etc., should be used so as not to disturb neighbors.
- 5.04 Use of musical instruments, radios, televisions, or stereos, should not be audible in someone else's unit.
- 5.05 No occupant shall cause or permit any disturbing noise or disorderly conduct in their unit or on the premises, or to permit acts which interfere with or otherwise prejudice the rights, comfort or convenience of other occupants. All residents shall schedule or perform repair work (removal, installation, remodeling, etc.) with required operations such as hammering, sawing, drilling, sanding, etc. between the hours of 8:00 am and 9:00 pm.
- 5.06 The use of firecrackers or noise-emitting fireworks is not permitted on the premises.
- 5.07 Racing of motorcycle or other engines will not be permitted.

**ARTICLE 6
GENERAL RULES**

- 6.01 No illegal use shall be conducted on the property or in any unit.
- 6.02 No home business that promotes additional traffic is allowed.
- 6.03 All communications regarding the condition and operation of Coffee Creek Condominium Association and any concerns regarding the Rules and Regulations shall be directed to the Board in writing or at a meeting of the Board or a noticed meeting of the members.
- 6.04 Owners shall be financially responsible for damage caused to their units or other units, due to negligence or carelessness such as overfilling bathtubs and sinks, clogged drains, leaking water beds, smoke or fire initiating in their units, or other damages caused by occupant.
- 6.05 The unit owner is responsible for the maintenance of the interior of their unit and to keep it in good order and appearance.
- 6.06 Minor complaints, concerns or suggestions may be made to the Board at the monthly meeting.
- 6.07 Significant communications or complaints should be made in writing to ensure prompt and responsible action.

**ARTICLE 7
CHILDREN**

- 7.01. Children twelve (12) years of age and under using any of the recreation facilities must be supervised by an adult. Residents will be held responsible for their children and their children's guests' actions.
- 7.02. The curfew, throughout the year, for unsupervised children starts at the onset of darkness (when the outdoor lights go on).
- 7.03. Flower beds, barked areas, creek banks, footpaths, bridges and boat docks are off limits as play areas.

7.04. Skateboards are not allowed. Bicycles and similar equipment are limited to the blacktop areas, except entry ramp. The Association is not responsible for accidents or injuries from their operation within the complex.

ARTICLE 8 SECURITY AND SAFETY

- 8.01. Activities which could cause injury to self or others or damage to common areas or other units are prohibited. The cost of repairing any such damage shall be the financial responsibility of the party causing such damage and the owner.
- 8.02. All residents shall promote to the fullest extent possible the security of the complex, its buildings, common areas and surrounding grounds, by observance of the Rules and Regulations and the exercise of common sense.
- 8.03. All residents shall report all incidents of theft, vandalism and breaches of peace to the police and the Board of Directors immediately.
- 8.04. If you have an emergency situation that threatens the safety of your unit or the building and must have attention immediately, call 9-1-1 first, then notify the management company.
- 8.05. The Board will have all chimneys inspected once each year. Those chimneys that require cleaning will be cleaned at the expense of the Association. Smoke detectors are required on each floor of each unit. In addition, each unit must have at least one (1) IA10BC rated fire extinguisher.

ARTICLE 9 ASSESSMENT COLLECTION POLICY

- 9.01. The Assessment Collection Policy is APPENDIX E.

ARTICLE 10 FINES

- 10.01. Any owner or occupant may write a letter to the Board of Directors, giving a full, detailed account of the problem, including who, what, when, and where.
- 10.02. Residents must notify the Board of Directors of any rule violations. The Board will notify the offender in writing.
- 10.03. Any owner or occupant has the right to a hearing before the Board of Directors at any reasonable time during the enforcement process pursuant to the Rules Enforcement Procedures in Article 13 herein. The owner penalized shall have the option to appeal in writing to the Board of Directors for reconsideration at a meeting in person.
- 10.04. If the original problem persists, the owner or occupant may file additional complaints in writing with the Board of Directors. The Board of Directors reserves the right to reject any complaint if:
 - a. It is of a frivolous nature.
 - b. Its intent appears to be harassment.
 - c. It is vague and lacking in necessary concrete details.

**ARTICLE 11
FINE STRUCTURE**

- 11.01. Owners and occupants in violation of the provisions of the Declaration or amendments thereto, the Bylaws, or Rules and Regulations adopted by the Board of Directors shall be subject to the following procedures to enforce compliance:
- 11.02. Except as provided above, any infraction of the rules and regulations shall carry a monetary penalty per offense (after one warning) to be processed as follows:
- a. Warning of fine
 - b. First violation: \$60
 - c. Second violation: \$60
 - d. Third violation: \$180
 - e. Any owner/landlord in non-compliance of any of the leasing rules to include failure to gain Board of Director approval prior to tenant occupancy will be assess an immediate fine of \$500.
- 11.03. Penalties may be multiple and cumulative for multiple offenses. All fines will be added to condominium association dues and payable the first month following the violation.
- 11.04. Any fine imposed shall be paid within five (5) days of notice of the imposition of same, and if not so paid will be added to all other sums due, or which may become due, and will be subjected to collection procedures provided for collection in such cases.
- 11.05. Unpaid dues, or fines, will be posed as a lien against the property.
- 11.06. All violations should be corrected within ten (10) working days, in order to avoid a second fine.
- 11.07. If the fine is not paid, it will be collected as delinquent assessments and a late charge shall be added for each month the assessment remains unpaid.
- 11.08. All expenses incurred by the Association or the Board of Directors, including all legal and collection costs, will be specifically assessed to the unit whose owner or occupant is in violation.

**ARTICLE 12
ADMINISTRATION AND COMMUNICATION PROCESS**

- 12.01. **Assessments**
- a. In accordance with the Declaration, the Board of Directors shall estimate the net charges to be paid during the following year. If said sum estimate proves inadequate for any reason, the Board of Directors may at any time levy a special assessment pursuant to the procedures set forth in the Declaration
 - b. Each owner shall be obligated to pay assessments on or before the tenth (10th) day of each month for the current month's assessment.
- 12.02. **Emergencies** - If you have an emergency that requires the need of police, fire or medical assistance, call 9-1-1. If the emergency involves your unit or building call the appropriate authority, and then report the incident to any Board member.

- 12.03. Parking Difficulties** - If an unauthorized vehicle is parked in your space and you are unable to locate the owner to move it, call a member of the Board of Directors and they will have the vehicle towed.
- 12.04. Non-Emergencies and Maintenance** - When you see something that needs to be corrected, please contact the Association's property manager, maintenance technician or other designated agent. Vendors on site are to be directed by Board members only.
- 12.05. Board Meetings** - All homeowners are invited to attend board meetings. Notice of time and place of upcoming meetings will be posted.
- 12.06. Grievances** - 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. Most times a friendly reminder resolves the situation. If the grievance is not rectified after talking with the other party, you may submit a formal complaint to the Board for action.

ARTICLE 13 RULES ENFORCEMENT PROCEDURES; HEARING BOARD

13.01. Board of Directors to Serve as Hearing Board.

- a. **Composition.** The Hearing Board shall be comprised of the members of the Board of Directors of the Association. In addition, two (2) alternates shall be selected from among the members of by the Board each year to serve on the Hearing Board in the event of the temporary absence or disqualification of a member of the Hearing Board.
- b. **Temporary Hearing Board.** By a majority vote of the entire Board, the Board may decide to have a complaint pursuant to this Article heard by a Temporary Hearing Board. The Temporary Hearing Board may be composed of three homeowners designated by the Board. The Temporary Hearing Board may be comprised of no more than one member of the Board of Directors, and one or both of the alternate members of the Hearing Board. In the alternative, in the discretion of the Board, the Temporary Hearing Board may be comprised of an outside arbitrator designated in accordance with the real estate arbitration rules of the American Arbitration Association. For all purposes, the powers and the duties of a Temporary Hearing Board shall be identical to those of the Hearing Board in connection with any matter referred to it by the Board.
- c. **Temporary Absence of Members.** If any member is or expects to be temporarily unable to carry out the responsibilities of his or her office for a period of thirty (30) days or longer, that member shall notify the Chairman who may request an alternate to serve in his or her stead during the period of the absence. The Chairman shall also appoint an alternate to participate in the proceedings of the Hearing Board in the stead of a member when a member disqualifies himself or herself on a particular matter. To the extent practicable, the Chairman shall vary between the alternates in assigning them to participation **in** the place of a member.
- d. **Authority.** The Hearing Board is authorized and empowered to investigate, hear and determine all complaints concerning violations by any Unit Owner or occupant, or by the Association, of the Governing Documents or of any decision of the Board made as provided **in** the Governing Documents. The Hearing Board is further authorized and empowered to impose a fine as provided in Section 12.4.12 of the Declaration and Rules Articles X and XI in an amount not to exceed the maximum rate established by resolution of the Board on any person whom it finds to have violated the Governing Documents, and to require the non-prevailing party to reimburse the Association for its costs, including reasonable attorney's fees, in connection with the matter.

e. Officers. The President of the Association shall serve as Chairman of the Hearing Board and the Secretary of the Association shall serve as Secretary of the Hearing Board. In the event that either the President or Secretary is replaced by an alternate as provided in the Rules, Article XIII, Paragraph 1.c, or a Temporary Hearing Board is designated as provided in the Rules, Article XIII, Paragraph, the members of the Hearing Board shall elect a Chairman Pro Tern and/or Secretary Pro Tern as the case may be.

13.02. Pre-hearing Procedure.

- a. Informal Dispute Resolution Procedure. It is the intent that an informal process be followed prior to the initiation of a formal hearing process against an Owner or other occupant of a Unit. To that end, any member, employee or agent of the Association has the authority to request that a member or occupant of any Unit cease or correct any act or perform any omission which appears to be in violation of the Governing Documents or of any decision of the Board made as provided in the Governing Documents. The informal request must be made, either verbally or in writing, prior to initiation of the formal hearing process.
- b. Written Complaint. If the dispute or violation is not resolved informally as provided for under Section 2.a, the formal hearing process may be initiated by filling a written complaint with the Secretary of the Hearing Board. The complaint may be filed by any Unit Owner or occupant, including a member of the Board, or may be filed by an employee or agent of the Association (referred to in the Rules as the "complainant"). The complaint shall be signed by the complainant and shall contain a written statement of the charges setting forth in ordinary language the acts or omissions with which the alleged violator (referred to in the Rules as the "respondent") is charged. In order to allow the respondent to prepare a defense, the complaint shall identify the specific provisions of the Governing Documents or decision of the Board which the respondent is alleged to have violated. The written complaint shall state as many of the specifics as are available regarding time, date, location, nature of violation, persons involved, etc., so that the complaint may be investigated by the Hearing Board. The complaint shall also set forth the efforts, which were made to resolve the matter informally as provided in the Rules, Article 13, Paragraph 13.02.a. Upon receipt of the written complaint, the Secretary shall assign a number to the complaint and shall note on the first page of the complaint that number and the time and date of receipt.
- c. Service of Complaint and Notice. Within five (5) days of receipt of the complaint, the Secretary shall cause it, together with a notice in the form specified in the Rules, Article XIII, Paragraph 2.d and a copy of the Rules provisions pertaining to Rules Enforcement Procedures, to be served upon the respondent, at the respondent's Registered Address if an Owner, or at the Unit address if a non-Owner occupant. Service of the complaint and notice shall be by leaving same with the respondent personally, by leaving same with a person of suitable age and discretion at the respondent's residence or by first class mail. In the event that service is by personal service, the Secretary or other person accomplishing same shall file an affidavit with the Secretary stating the person served and the time and place at which service was had. In the event that service is by mail, the Secretary shall Prepare an affidavit stating that the time and place at which the complaint and notice was deposited in the United States mail with first class postage prepaid and further stating the person and place to which same was addressed. Service by mail shall be deemed to have been made three (3) days after mailing. No order adversely affecting the rights of the respondent shall be made in any case unless the respondent shall have been served as provided for in the Rules. Service upon the Association shall be made by service upon the Secretary or President of the Association.
- d. Notice of Respondent's Rights and Hearing. The Secretary shall, at least fifteen (15) days prior to the hearing, serve upon the respondent and complainant in the manner provided for in the Rules, Article XIII, Paragraph a Notice of Respondent's Rights and Hearing, which shall be in substantially the form contained in Appendix A but may contain additional information.

- e. Rescheduled Hearing. If the complainant or respondent can show good cause why they cannot attend the hearing, they must notify the Secretary of the Hearing Board at least 48 hours prior to the originally scheduled hearing except in cases of unexpected emergency. The Hearing Board may in its discretion reschedule the hearing for good cause shown.
- f. Objections to Complaint. Any objection to the complaint on the grounds that the Hearing Board has no jurisdiction over the acts or omissions alleged in the complaint or that the complaint is so indefinite or uncertain that the respondent cannot identify the violating behavior or prepare his defense must be presented to the Hearing Board in writing within seven (7) days of the date on which the complaint is served on the respondent. The respondent shall also serve a copy of the objections on the complainant within that time period. If the Hearing Board determines, either as a result of an objection or on its own initiative, that the complaint is insufficient, the complaint will be returned to the complainant with a letter stating the reason for the rejection.
- g. Amended Complaint. Not later than seven (7) days prior to the date set for the hearing, the complainant may file an amended or supplemental complaint with the Secretary, who shall cause a copy of the amended or supplemental complaint to be served upon the respondent in the manner required in the Rules, Article XIII, Paragraph not later than 72 hours prior to the time set for hearing.
- h. Default. Failure of one party to appear at a scheduled hearing, where that party prior to the hearing has failed to show good cause why the hearing should be rescheduled, does not preclude the Hearing Board from proceeding with the hearing, receiving evidence from and hearing arguments by the other party, and rendering a decision in the matter. Upon failure of the complainant to appear, the Hearing Board may, in its discretion, terminate the matter.
- i. Discovery. Either party is entitled to:
 - 1. Obtain by written request the names and addresses of the witnesses to the extent known to the other party within 72 hours of the request to the other party, and
 - 2. Inspect and make a copy of any statements, writings or investigative reports relative to the subject matter of the hearing. No witnesses will be allowed to testify except those who have been disclosed to both parties where a request has been made as provided in the Rules, Article 13, Paragraph 13.02.i.1 unless the opposing party waives objection to the witness during the hearing.
 - 3. Nothing in this Paragraph shall authorize the inspection or copying of any writings or other thing which is privileged from disclosure by law or protected as attorneys work product. Any party claiming his request of discovery has not been complied with shall submit a written statement of the facts and circumstances to the Hearing Board. The Hearing Board shall make a determination and issue a written order setting forth the materials or parts of the materials to which the petitioner is entitled and the sanctions to be imposed for noncompliance with the order.
- j. Impartiality. It shall be the duty of each member of the Hearing Board to make a determination as to whether he or she is able to function in a disinterested and objective manner in consideration of the matter before the Hearing Board. Any member incapable of objective and impartial consideration of the case shall disclose that to the Hearing Board and shall disqualify and remove him or herself from participation in the consideration of the proceedings, and have it so recorded in the minutes of the Hearing Board. In that event the Chairman shall designate an alternate to serve in the withdrawing member's stead as provided in the Rules, Article 13, and Paragraph 13.01.c.
- k. Challenge. Either party may challenge any member of the Hearing Board for cause where a fair and impartial hearing cannot be afforded, provided that the challenge must be made before the issuance of any order or the taking of any evidence or testimony in the proceeding. In the event of a challenge, the Board shall meet to determine its sufficiency. If a majority of the Board sustains the challenge, the Board shall appoint an alternate to serve in connection with the matter. If the Board is unable to appoint a designated alternate to fill the vacancy, the Board shall appoint another member of the Association to serve on the Hearing Board in the particular case in which the challenge arose. All decisions of the Board shall be final.

13.03 Hearing Procedure.

- a. Conduct of Hearing. The hearing shall be heard by the members and/or alternates of the Hearing Board. The respondent shall appear in person or by a duly authorized representative if the respondent submits to the Secretary the written authority of the representative to appear on his or her behalf. The Chairman, or in his absence the Chairman Pro Tern, shall preside over the conduct of the hearing and shall make any necessary evidentiary rulings. The hearing shall be informal. At the beginning of the hearing the Chairman shall explain the rules and procedures by which the hearings to be conducted.
- b. Order of Proceedings. The order of proceedings shall be as follows:
 1. Each party to the proceeding is entitled to make an opening statement setting forth their version of the case, starting with the complainant.
 2. Each party, starting with the complainant, is entitled to produce evidence, witnesses and testimony, subject to the Rules, Article XIII, and Paragraph 2.i above. The other parties are entitled to cross-examine any witnesses and the opposing party.
 3. Each party, starting with the respondent, is entitled to make a closing statement. The respondent is entitled to make a final statement in rebuttal following the complainant's closing statement.
 4. Any member of the Hearing Board may question any party or witness. The Hearing Board members may, on their own motion, call witnesses or secure tangible evidence. A party may within a reasonable time prior to the hearing date request the Hearing Board to call witnesses or secure tangible evidence. The request shall be granted in the discretion of the Hearing Board.
 5. At the request of the respondent the Hearing Board may decide, in its discretion, to conduct the hearing in executive session.
 6. Each party has the right to representation by counsel at his or her own expense.
 7. Either party or the Hearing Board may cause the hearing to be transcribed at his, her or their own expense.
 8. The Hearing Board may expel any person from any hearing for improper, disorderly or contemptuous conduct.
- c. Rules of Evidence. The following rules of evidence shall apply to proceeding before the Hearing Board:
 1. Any relevant evidence which is not privileged is admissible regardless of whether the evidence is hearsay or otherwise inadmissible in a court of law. The Chairman may exclude irrelevant, immaterial or unduly repetitious evidence.
 2. At the request of any party to the proceeding or at the direction of the Chairman, oral evidence shall be taken on an oath or affirmation administered by a Notary Public or other official authorized by the State of Washington to administer oaths.
- d. Assurance of Voluntary Compliance. The Hearing Board in its discretion, in lieu of or in addition to calling the hearing, may accept an Assurance of Voluntary Compliance from any respondent. Giving an Assurance does not constitute an admission that a violation of any provision of the Governing Documents or of any decision of the Board pursuant to the Governing Documents has taken place. The Assurance may include a stipulation for payment of damages, costs or attorney's fees by respondent to the complainant and/or the Association. From time to time, a person who has made an Assurance of Voluntary Compliance shall provide all information the Board reasonably requests to determine whether the respondent is in compliance with the Assurance. The Hearing Board is not precluded from further action by its acceptance of an Assurance of Voluntary Compliance in the event that the respondent violates the terms of that Assurance.

- e. Decision and Order. As soon as possible after all testimony and documentary or physical evidence has been presented to the Hearing Board, but in no case more than ten (10) days after the close of the hearing, the Hearing Board shall meet in executive session to deliberate and reach a decision. A majority decision of the Hearing Board shall be controlling. The decision of the Hearing Board shall be in writing, and shall summarize the evidence presented to and considered by the Hearing Board, shall state the facts upon which the Hearing Board has based its decision and shall contain a finding as to whether or not the respondent has violated the Governing Documents or a decision of the Board made as provided in the Governing Documents. The decision of the Hearing Board must be based on substantial evidence, which shall be set forth in the decision.
- Upon a decision that a violation has occurred, the Hearing Board may order that the respondent shall do or refrain from doing any act necessary to cause the respondent to comply with the provisions of the Governing Documents and/or any decision of the Board. The order of the Hearing Board shall become effective ten (10) days after it is served on the respondent in the manner provided for in Rules, Article XIII, Paragraph unless the Hearing Board otherwise provides in its order.
- The Hearing Board may provide in its order for the imposition of a reasonable fine not to exceed the maximum amounts set from time to time by resolution of the Board. The fine may include a daily fine in the event that the respondent does not comply with the order of the Hearing Board, including the payment of the fine, within the allotted time. The Hearing Board may also provide in its order that the non-prevailing party shall reimburse the Association for its costs, including reasonable attorney's fees, incurred in connection with the proceeding. Any fine or charge so imposed by the Hearing Board shall be the personal obligation of the person against whom it is imposed, shall constitute an Assessment secured by a lien upon the Unit owned or occupied by that person, and may be collected as an Assessment in the manner provided in Article 15 of the Declaration.
- The decision of the Hearing Board, including a minority opinion if any, shall be served on each party to the matter in the manner provided for in the Rules, Article 13, and Paragraph 13.02.c. A copy of the decision and order shall be sent to the Secretary of the Association and shall be included in the books of the Association.
- f. Judicial Enforcement. Failure to comply with a provision of the Governing Documents or a Board Decision, or to comply with a decision of the Hearing Board following notice of a violation and an opportunity for a hearing, shall be grounds for an action to recover sums due for damages, which shall include any fines levied by the Hearing Board and any costs incurred by the Association in connection with the proceedings before the Hearing Board, maintainable by the Association (acting through the Board) on behalf of the Owners. Such failure shall further be sufficient grounds for the issuance of injunctive relief in such an action. Nothing contained in the Rules shall be deemed or construed as a waiver of the Association's right to bring an action as provided in this Section without first exhausting the Association's internal enforcement procedures in cases where the Board deems immediate legal action to be necessary or appropriate. If the Board fails or refuses, after demand by an aggrieved owner, to take appropriate action to enforce compliance with any provision of the Governing Documents, any board Decision, or any Hearing Board decision, an aggrieved Owner on his or her own may maintain an action for damages or injunctive relief against the party (including an Owner or the Association) failing to comply. In any action brought by the Association or by an Owner as provided in this Section, the prevailing party shall be entitled to recover as part of its judgment a reasonable sum for attorneys' fees incurred in connection with the action, in addition to taxable costs permitted by law.

APPENDIX A TO RULES

**NOTICE OF RESPONDENT’S RIGHTS AND HEARING
BEFORE
COFFEE CREEK CONDOMINIUM HEARING BOARD**

RESPONDENT: _____

COMPLAINANT: _____

CASE NUMBER: _____

The above-named parties are hereby notified that a hearing will be conducted before the Hearing Board at

On the ____ day of _____, 20__ at the hour of _____

Upon the charges made by complainant in the complaint attached to this Notice. In the event that you are not present at the hearing a decision may be rendered against you. You have the right to be present at the hearing and to be represented by counsel at your own expense. You are entitled to present any relevant witnesses or other evidence and will be given full opportunity to cross-examine any witnesses presented by the other party. You are entitled to determine the identity of witnesses to be presented by the other party and to examine relevant records by applying to the Hearing Board.

If any of the parties can show good cause as to why they cannot attend the hearing on the above date, they shall petition the Hearing Board at least forty-eight (48) hours prior to the scheduled hearing date. Failure to appear or to obtain an order rescheduling the hearing will constitute a "default" and the Hearing Board shall proceed with the hearing.

The respondent has the right to object to the complaint on the ground that it does not state acts or omissions upon which the Hearing Board may proceed and has the right to object to the form of the complaint on the ground that it is so indefinite or uncertain that the respondent cannot identify the violating behavior or prepare a defense.

Any objection to the form or substance of the complaint must be received by the Hearing Board within ten (10) days of the date on which the complaint is served on the respondent.

The respondent may also admit to the complaint in whole or in part. In that event, the Hearing Board may hold a hearing as to any mitigating circumstances or to determine the appropriate penalty or may make a determination to waive the hearing and simply impose penalty, if any.

DATED. This _____ day of _____ 20__.

Secretary of the Hearing Board

APPENDIX B TO RULES

SATELLITE ANTENNA INDEMNIFICATION AGREEMENT

Pursuant to the Rules and Regulations of Coffee Creek Condominium Association (the Association),
_____ (Owner) hereby agrees as follows:

-
1. Owner shall be responsible for the cost of maintenance, repair and replacement of the antenna, satellite dish or other device for the transmission or reception of television or radio (including ham radio) signals, or any other similar device ("satellite dish") installed by owner on the Common Areas of the Condominium, to which owner has exclusive use, or any portion of any building component to which such satellite dish is attached, and for any cable which intrudes into a building component of any Unit. Owner, at owner sole cost and expense, shall repair any portion of the Common Area, Limited Common Area or any building component which is damaged as a result of the installation or maintenance of the satellite dish. Notwithstanding the Condominium Declaration, the owner hereby agrees that the Association shall have no maintenance, repair or replacement responsibility for the satellite dish and/or any building component to which it is attached.

 2. Owner shall indemnify, defend and hold the Association harmless from any claims, loss, liability or damage arising out of or related to the installation of the satellite dish, whether such claims, loss, liability or damages are caused by owner, owner's agents, employees or contractors, or caused by any products installed on the Common or Limited Common Areas, excepting only such claims, loss, liability or damages as may caused solely by the Association's gross negligence. Such indemnification shall extend to claims, loss, liability or damages, including reasonable attorney's fees, for personal injuries and property damage, occurring during installation as well as after completion, related to all of owner's responsibility set forth herein and in the Satellite Dish Rules and Regulations.

 3. This Agreement shall be retroactive to and effective as of the date of installation of the satellite dish.

Dated: _____

Owner(s):

Address:

APPENDIX C TO RULES

SWIMMING POOL & DOCK REGULATIONS

POOL RULES

Hours: 9 AM – 10 PM

1. THERE WILL NOT BE A LIFEGUARD ON DUTY AT ANY TIME! Persons using the pool area do so at their own risk and responsibility. Capacity is limited to 15 people at a time.

Following Pool Rules are required by Washington State RCW 246-260-131(5):

2. No running or participating in horseplay
3. Do Not USE the pool if:
 - a. You are under the influence of alcohol or drugs
 - b. You have a communicable disease, or
 - c. You have been ill with vomiting or diarrhea within the last two weeks
4. Do NOT bring food or drinks into the pool water
5. You are required to have a cleansing shower before entering the pool
6. Anyone in diapers must wear protective covering to prevent contamination. Change diapers at your condo as there is no designated diaper change area.
7. Warning: Anyone refusing to obey the pool rules is subject to removal from the premises.
8. Emergency: There is a telephone (call 911) and first-aid kit located within the pool area.
9. Buddy: Anyone with seizure, heart, or circulatory problems should swim with a buddy.
10. If a child twelve years of age or younger is using the pool, a responsible adult eighteen years of age or older must accompany the child and be at the pool or pool deck at all times the child uses the facility.
11. If an individual between thirteen years of age and seventeen years of age is using the pool, at least one other person must be at the pool facility.

12. No glass containers. No smoking or vaping. No pets. Be considerate of others in your actions and language.

13. Coffee Creek Condominium Association is not responsible for accidents or injuries suffered in connection with the use or misuse of the pool and pool deck.

DOCK RULES

1. Children 12 years of age or younger must be wearing a life vest and be accompanied by a capable companion of at least 18 years or older.
 2. Coffee Creek Condominium Association is not responsible for accidents or injuries suffered in connection with the use or misuse of the docks
-
-

All residents must agree to use the pool and docks according to the above-posted rules. Residents also understand that they are responsible for their guests and to make sure they follow these rules.

APPENDIX D TO RULES

RULES AND REGULATIONS COMPLIANCE SIGNATURE PAGE

Owner/Resident please sign and return to the Coffee Creek Condominium Association Board of Directors.

I acknowledge that I have received and read these revised Coffee Creek Rules and Regulations dated June 25, 2025.

I understand and agree to abide by them, and understand and accept the penalties stated within to be imposed upon me if I violate the rules in these revised Coffee Creek Rules and Regulations.

EACH ADULT OCCUPANT OF THE UNIT MUST SIGN

Signature: _____ Date: _____

Name printed: _____ Unit #: _____

Signature: _____ Date: _____

Name printed: _____ Unit #: _____

Signature: _____ Date: _____

Name printed: _____ Unit #: _____

OWNER ACKNOWLEDGEMENT:

Signature: _____ Date: _____

Name printed: _____ Unit #: _____

Signature: _____ Date: _____

Name printed: _____ Unit #: _____



ASSESSMENT COLLECTION POLICY

(APPENDIX E page 1 of 2)

EFFECTIVE August 1, 2025

The Coffee Creek Condominium Association, Inc. adopts the following Assessment Collection Policy which supersedes Section IX 'Assessment Policy' of the Association's Rules Document:

- A. Due Date:** Assessments are due and payable the first day of the month and considered late on the 20th.
- B. Late Fee:** A late fee of 5% of the assessment will be charged to an Owner's account when an assessment is not received by the 20th day of the month in which the assessments are due. Late Fees are the Owner's responsibility to pay. A written Late Notice letter will be mailed to the Owner on the twenty first (21st) day after the assessment is due stating that the assessment is past due, and a late fee of 5% was charged to the Owner's account.
- C. Payment Plans:** The Association may agree to enter a payment plan with the Owner under the following conditions:
1. Payment plans shall be in writing. Payments made without a properly signed payment plan will not be construed as a payment plan and the Association may proceed with its collection efforts in accordance with the Assessment Collection Policy.
 2. Late Fees as provided for in the Assessment Collection Policy will not be charged during the term of the payment plan, if all payments are received on-time in accordance with the approved, signed payment plan.
 3. In the event an Owner defaults on the payment plan, the Association may immediately proceed with its rights and remedies pursuant to the Assessment Collection Policy and Washington Law.

D. Delinquency

1. **Notice of Delinquency Must Be Sent to:**
 - o The **unit address, and**
 - o The **owner's designated mailing address on file, and**
 - o The **owner's email address, regardless of whether they've consented to electronic notice.**
2. **Required Timing and Format:**
 - o The notice must be sent **at least 30 days before recording a lien.**
 - o The association must **retain proof of delivery** (e.g., certified mail, email timestamp).
 - o The **email does not replace the requirement to send a hard copy** to both addresses.
3. **Mandatory Language Required in the Notice:**

**THIS IS A NOTICE OF DELINQUENCY FOR PAST DUE ASSESSMENTS
FROM THE COFFEE CREEK CONDOMINIUM ASSOCIATION TO WHICH YOUR CONDO
BELONGS.**

THIS NOTICE IS ONE STEP IN A PROCESS THAT COULD RESULT IN YOUR LOSING YOUR CONDO.

CONTACT A HOUSING COUNSELOR OR AN ATTORNEY LICENSED IN WASHINGTON NOW to assess your situation and refer you to mediation if you might benefit. DO NOT DELAY.

BE CAREFUL of people who claim they can help you. There are many individuals and businesses that

ASSESSMENT COLLECTION POLICY (APPENDIX E page 2 of 2)

prey upon borrowers in distress. REFER TO THE below CONTACTS for sources of assistance:

- Washington Homeownership Hotline at 1-877-894-HOME (4663) to connect with a free housing counselor
- McFerran Law, P.S. - Attorneys At Law: Located in Tacoma, they have experience in real estate law, including handling foreclosures. They offer a one-hour consultation.

4. Payment Plans:

- The association must offer the homeowner a **reasonable payment plan** before further legal steps.
- The terms must be documented, and the homeowner’s response (acceptance or rejection) must be retained in writing.

5. Lien Filing and Foreclosure Limits:

- A lien may not be recorded unless the **owner has been given full notice** and the opportunity to cure the delinquency.
- Foreclosure may only occur if **the amount exceeds a statutory threshold** of three months of assessments.
- Associations must wait for the full expiration of all notice periods before initiating any legal action.

Authority and Legal References

This Assessment Collection Policy is adopted by the Board of Directors of the Coffee Creek Condominium Association pursuant to the authority granted under **Article 13.4 of the Declaration**, which permits the Board to act on behalf of the Association for all matters not expressly requiring a vote of the Unit Owners, and under **Section 3.02 of the Bylaws**, which grants the Board all powers necessary to administer the affairs of the Association consistent with the Washington Nonprofit Corporations Act and the Declaration.

This policy is enacted in compliance with the **Washington Uniform Common Interest Ownership Act (WUCIOA), Chapter 64.90 RCW**, specifically:

- RCW 64.90.480- Governing the obligation to pay assessments and the imposition of late fees,
- RCW 64.90.489- Establishing requirements for notice, payment plans, and limits on lien filings and foreclosure,

And any other applicable provisions of Chapter 64.90 RCW.

The Board affirms that the adoption of this policy is within its authority and does not amend the Declaration or Bylaws in any way that would require approval by the Unit Owners.


Secretary Signature

25 June 2025
Date

Policy Approved in June 25, 2025 Board Meeting Minutes