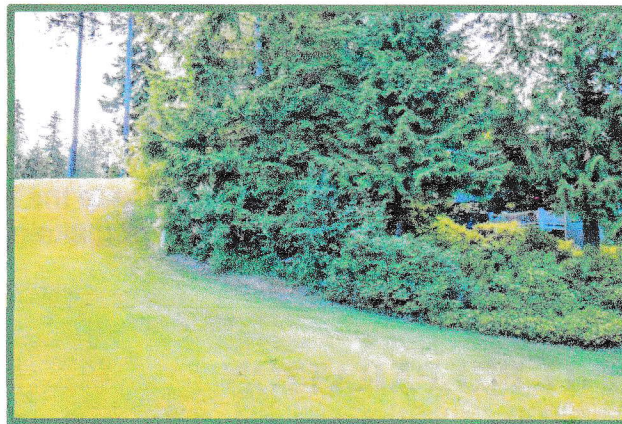


RULES and REGULATIONS

2022



These regulations are in effect for the safety, comfort and well-being of all owners and for the protection of all common and limited areas owned and governed by the Highland Greens Homeowners Association.

The Board of Directors has the authority and responsibility to adopt and enforce the Rules and Regulations of the Association developed to protect the assets owned in common by the Association and for the peaceful enjoyment of living here.

Ownership of a condominium requires each owner, along with their guests and tenants, to recognize the obligations and responsibilities of sharing ownership in common and limited areas, and living in harmony. It is each owner's responsibility to assure their guests and tenants comply with the Rules and Regulations.

The Rules and Regulations may also include the establishment of fines and penalties for enforcement and the penalties will include recovery of all related expenses, including attorney and other fees. All monetary penalties shall be treated as an assessment which may become a lien against the owner's unit and enforceable in accordance with all remedies under Washington State law.

FIREPLACES

- If you have a wood-burning fireplace, use dry wood. Wet wood will burn more slowly and produce creosote. When the chimney is coated with creosote, chimney fires can happen which can lead to roof or attic space fires.

- **DO NOT** store firewood in garages. Firewood must be stored 4-6 inches above ground level on concrete blocks and stacked at least one foot from buildings in rows no longer than 10 feet and no taller than 5 feet.
- **DO NOT** use Presto Logs, Dura Flame, Pine Mountain or other logs of similar pressed materials. Energy logs made of 100% compressed dry wood shavings are allowed.
- Never burn cardboard, milk cartons, paper or use Sterno in your fireplace. The fire from these materials contains burning ash that can cause fires to the roof or trees and shrubs nearby.
- **IF YOU HAVE A FIRE** in your unit, **EVACUATE IMMEDIATELY THEN** call 911 from a cell phone or neighbor's house.
- Fire extinguishers are located outside each unit next to the front door. If you use the extinguisher, contact the Property Manager who will make sure the extinguisher is fully recharged.

COLD WEATHER UNIT PREPARATION

- The owner or occupant of each unit is required to maintain a temperature setting on ALL thermostats of no less than 55 degrees from Oct. 1 through March 31. Kitchen and bathroom cupboards under the sink should be left open to allow heat to circulate in those areas.
- When the owner or occupant is away for more than three days from Oct 1 through March 31, they are required to turn off the water at the main valve located and identified in the common entranceway closet.
- Water valves in the unit should be opened to assure water is no longer flowing. Water should also be turned off during extended absences any time of the year. Also, if the owner or occupant will be away for more than three days, electricity to the hot water tank should be turned off in the electrical panel.
- A neighbor or the Property Manager should be notified of departure and return dates and a key to the unit left with the manager for access during absences.

PETS & WILDLIFE

- All dogs must be kept on a leash when outside. It is the responsibility of the pet owner to remove all animal droppings. **DO NOT feed the raccoons or squirrels.** The squirrels store their food items in the downspouts blocking passage of rainwater and subsequently causing gutters to overflow.

UNIT OWNER'S RESPONSIBILITIES

- Soliciting is prohibited in Highland Greens.
- No trailers, commercial trucks, campers, mobile homes or boats shall be kept on the premises longer than 72 hours without permission of the Board or Property Manager.
- Decks will not be used to store any large items or appliances. Deck rails will not be used for drying towels or clothing nor will railings be covered with any kind of material.
- Signs of any type are prohibited—including Real Estate For Sale signs.

- The condominium property and buildings are solely for residential use. Each unit is restricted to single family, residential, non-commercial use.
- Keep garage doors closed to prevent rodents from entering.
- In deference to your immediate neighbors, refrain from using washer, dryers, dishwashers, disposals, vacuum cleaners or having stereos, radios or TV's on too loud between the hours of 10PM and 8AM.
- Dumpsters are for disposal of household garbage **ONLY**. Compact trash as much as possible. If you have recyclable items, take them to the Recycle Station at the Port Ludlow Village. Other items should be taken to the dump in Port Townsend. For more information, go to: <https://jeffersoncountysolidwaste.com/2-garbage/>
- Owners, tenants and guests have no proprietary interest or rights as such to enter upon or use the golf course for any purpose nor should children or pets be allowed to enter upon the golf course areas.
- Do not walk on stairs or decks while wearing golf shoes with metal spikes. Damage and/or repairs required will be billed to the unit owner.
- **Any changes to the common areas to include landscaping removal or additions must receive advanced written approval from the Board of Directors.** If you purchase and then plant flowers, trees or shrubs, you are responsible to care for those items yourself. If you sell or rent your unit, you need to pass that responsibility onto the new owner/tenant or remove the items.

LEASE AND RENTAL REGULATIONS

The units (condominiums) are intended and restricted for use as single-family residences. No multi-family use is allowed.

No owner shall be permitted to lease or rent a unit (condominium) for a term of less than ninety (90) days. No lease or rental may be for less than the entire unit.

Any lease or rental agreement must provide that the terms shall be subject in all respects to the Declaration, Bylaws and the Rules and Regulations of the Association and that if any failure by the tenant to comply with the terms of such documents shall be a default under the lease or rental agreement.

All leases and rental agreements shall be delivered to the Association before tenancy commences. Failure of the landlord to do so will result in a monetary charge of \$250.00 for the first offense and \$500.00 for each subsequent offense.

PARKING

- Parking for unit owners/renters is limited to your garage and the space behind your garage in your driveway. Cars parked in driveways should not protrude onto the street. There should be enough room between cars parked in driveways for medics to get a gurney to your unit if necessary.
- Guest parking is limited to the six spaces between Building 101 and 130; the small circle behind the first row of mailboxes between building 50 and 100; two parking spots in front of 100-4 and 100-5 and three spaces by the circle at the end of the road. In that area **DO NOT**

park in the marked emergency zone. **NO PARKING** is allowed along the streets. **Emergency vehicles will not be able to get through.**

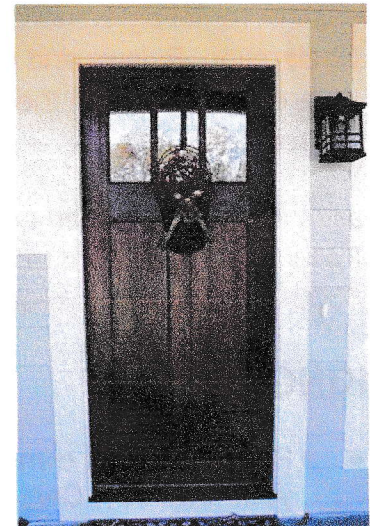
- If you have an extra vehicle you want to keep, the following locations provide space for vehicles—call to inquire if space is available: **Ness' in Port Hadlock: 360-344-4034; Shirley's RV Parking in Port Ludlow: 360-437-9298; Mini-Storage on Walker Way in Port Ludlow: 360-344-2592**

DOOR & WINDOW REPLACEMENT

- All exterior door maintenance and replacement costs including front doors and sliding deck doors are the responsibility of the individual owner.
- Replacement of front doors must be individually approved by the Board of Directors. Front door replacements can be manufactured of wood, steel or fiberglass. Front door replacements must be an eight-panel design similar in design to the existing front doors. (See attached photo)
- Up to 30% of the total door square footage can be constructed of clear, undecorated glass with the glass portion on the upper portion of the door. This alternative will reduce the number of door panels and is subject to approval by the Board following receipt of a photograph of the proposed door from the unit owner. Front door replacements must be painted to match the existing dark brown color. Front door trim colors must match the existing trim color.

All window maintenance and replacement costs are the responsibility of the owner. The only exception to the rule is if the event causing the need for replacement is an insured event covered by the Association's insurance policy in effect at the time the event occurred.

- Replacement of sliding glass doors and windows must be approved by the Board of Directors. They must be identical in design to the current sliding glass doors and windows and shall have white trim.



ASSESSMENTS & LIENS

RCW 63.32.200 (2) stipulates all assessments levied by a Condominium Association constitute a LIEN on a condominium until paid.

Article 19. of the Declaration states, in part, the following:

Section 19.1 Assessments are a Lien; Priority

"All unpaid sums assessed by the Association for the share of the common expenses chargeable to any apartment and any sums specifically assessed to any apartment under the authority of this Declaration or the Bylaws (together with interest, costs, and attorneys' fees in the event of delinquency) shall constitute a continuing lien on the apartment and all its appurtenances from the date the assessment became due until fully paid".

Section 19.4 Late Charges and Interest on Delinquent Assessments

"The Board may from time to time establish late charges and a rate of interest be charged on assessments that may thereafter become delinquent. In the absence of another established non-usurious rate, delinquent assessments shall bear interest at the rate of twelve percent (12%) per annum."

Delinquent Assessment Collection Policy

- Assessments are billed on or prior to the first day of each calendar quarter and are due upon receipt
- Assessments are delinquent on the fifteenth (15th) day of the 1st month in the quarter in which they were billed
- A Notice of Delinquency will be sent to each delinquent owner following the last day of the month in which the assessments were due itemizing the delinquency. The Notice of Delinquency will provide the owner fifteen days from the date of the Notice of Delinquency to pay the assessment without interest or late fees.
- If the delinquent assessment and related charges are not fully paid within 15 days of the Notice of Delinquency, the owner will receive a Second and Final Notice. Interest and late fees will be assessed back to the original assessment delinquency date
- Interest of one percent (1%) per month on the original delinquent balance and a late fee of twenty-five dollars (\$25) per month will be assessed for each delinquent month until the original assessment and all related charges are paid in full.