

HOMEOWNERS ASSOCIATION RULES

Effective January 1, 2022

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”) except as defined below.

- Association
- Owner
- Properties
- Common Area
- Lot
- Member
- Declarant
- Resident^[BL1] - Any person who lives in Pinebrook permanently or on a long-term basis
- Assessment^[BL2] - All sums chargeable to an owner by an association in accordance with RCW 64.38.020

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.

SECTION 6. “Noxious or undesirable use” means use of lot which, from its nature or operation, a) creates a nuisance, b) is liable to become a nuisance, c) is objectively offensive or dangerous, d) creates unreasonable noise or vibration, e) emits gas, fumes, dust, or objectionable odors, or f) results in the unsightly accumulation of goods, refuse matter, waste, or other materials.

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 15th of each month.^[BL3] If the 15th 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

Delinquent accounts are subject to a collections process which includes 30, 60, and 90-day notifications of the past due amounts and will be turned over for collections after 100 days of delinquency. The Board of Directors shall adopt detailed procedures for collection of delinquent accounts.

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 or the CC&R's 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.
 - 1st notice- reminder of the Rules and request for compliance. The owner has ten business days to correct the violation or appeal the violation to the Board of Directors.
 - *If the owner corrects the violation and the same violation occurs again within three months of the first notice, the violation will not be considered remedied, and a 2nd notice will be issued. If, after a 3-month time period, the same violation occurs, the violations will be considered a 1st offense and subsequent 1st notice shall be issued.*

Note: The owner will have ten business days to appeal to the Board of Directors regarding any offense resulting in fines.

- 2nd notice - \$50.00
 - 3rd and 4th notices - \$100.00
 - 5th and 6th notices - \$200.00
 - 7th and all subsequent notices are \$300.00^[BL4]
4. Fines are Assessments and shall be collected in the same manner as Assessments. Non-payment of fines may result in possible debt collections, Attorney's fees, lien fees, as well as foreclosure.

SECTION 2. Major Rules Violations

The following rules violations are considered 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. Harming or killing Pinebrook wildlife on common area property^[BL5]. This will apply, also, to any pets which harm or kill Pinebrook wildlife. Examples of harming wildlife are handling, chasing, harassing, or throwing objects at the wildlife. A first offense for harming wildlife will result in a written notice of the infraction, but no fine will be assessed. Subsequent violations of this rule, regardless of when these violations occur will result in a fine per part 2 below. Killing wildlife will result in an immediate fine.
 - b. Damaging any item for which Pinebrook has responsibility for maintenance ^[BL6] under the Covenants, Conditions, and Restrictions (CC&R's). This includes trimming of trees or shrubs in common areas. Trimming of trees upon the lots requires approval by the HOA. A work request should be submitted to the Maintenance Supervisor if trimming is required. If trimming of any kind is performed by the homeowner, residents, guests or assigns without approval a determination of damage may be made by the Maintenance Supervisor or a certified arborist. If it is determined the trimming has caused permanent damage or puts the tree at risk, then a major violation has occurred, and the Board of Directors will determine the fine on a case-by-case basis up to the maximum amount of \$500 per violation. Any additional work required to correct the damage will be assessed to the homeowner.
 - c. Installation of any fences^[BL7], which are defined to be barriers which enclose an area of ground to mark a boundary.
 - d. Installation of privacy screening ^[BL8] which does not meet ACC approval, where privacy screens are defined to be panels which provide a barrier to sound or sight in one or more directions but do not enclose an area of ground to mark a boundary.
 - e. Installation of any unapproved concrete flatwork^[BL9], which is defined to be any concrete poured into a horizontal form or pattern on the ground
 - f. Growing marijuana^[BL10] outside upon the lots
 - g. Igniting all classes of fireworks anywhere within Pinebrook^[BL11].
2. The fine schedule for a major rules violations will be as follows:
 - a. The first offense for all other major violations will result in a \$300.00 fine unless remediation of the violation does not exist, in which case a single fine of \$500.00 will be imposed.
 - b. Violations, for which remediation exists, will incur additional fines at a rate of \$300.00 per month, until resolved.

SECTION 3. Deterioration of Lots and Homes

Allowing a home or the lot to deteriorate can reduce property values, may put the Association at risk of liability and is not in keeping with the aesthetics of Pinebrook. In the sole discretion of the Board of Directors violations will be assessed and fines levied as follows:

1. Upon notification of deterioration of a portion of the home or lot for which the Association does not have responsibility under Article VI, Section 1 of the CC&R's the homeowner shall have 30 days to correct the violation or reach an agreement w^[BL12]ith the Board of Directors on a schedule for remediation. This is especially important when the Association is responsible for maintenance which cannot be performed due to the deterioration.

2. If the violation has not been corrected in the time allotted a fine of \$200 per month will be assessed until the violation is corrected.
3. The Association may seek injunctive relief to correct the violation.

SECTION 4. 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 business days after receipt of the notice, contests the infraction in a writing 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 business days, the fine will be charged to the owners' account.

ARTICLE V COMMON AREAS

SECTION 1. Rules for Use of the Common Areas^[BL13]

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.

1. No personal property or articles of Residents shall be left or stored in the Common Area.
2. 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.
3. 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.
4. 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.
5. Bicycle, tricycle riding, in-line or regular skating, hover boards, battery operated children's cars, and wheelchairs, 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. No motor bikes, motorcycles, or electric scooters are allowed on pathways or common areas.
6. Climbing on or over the perimeter wall and climbing in trees is NOT permitted.

SECTION 2. Ponds and Streams

1. Except for emergency reasons, only personnel authorized by the Board of Directors are permitted to enter the ponds or streams.
2. The throwing of rocks or other materials into the ponds is prohibited.
3. The feeding of the fish is not permitted.
4. The feeding of the ducks is not permitted in or near the pond,
5. 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, trucks^[BL14] with more than 2 axels, boats, and trailers are not to be parked on any Lot or Association maintained street^[BL15] 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 is for Residents' and their guests. It is not to be used for any long-term parking or storage of Residents' or guest personal or business vehicles. Long term parking or storage is defined as any vehicle left in the common area parking for 2 weeks or more without moving. A business vehicle is defined as a vehicle a resident uses for work purposes on a daily basis. Any vehicles parked 2 weeks or more in common area parking without moving 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^[BL16].
4. No Vehicle shall be parked in such a manner as to impede or prevent entry or exit for another Resident's driveway.^[BL17] 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, or those unlicensed or with expired license plates, shall not be allowed on the common areas, including overflow parking areas^[BL18].
3. Storing of flammable, or hazardous materials in any parked Vehicle on any Lot or Common Area is not allowed.
4. 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. 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^[BL19], 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^[BL20] owners or residents. Violations of current city noise ordinance should be reported to the police.
3. 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.
4. 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.
5. Only signs or posters of public notices, temporary political signs, and signs for sale or rent are permitted, as provided by Article X, Section 8 of the CC&R's. Temporary political signs may be posted no earlier than 30 days prior to a general election and must be removed within 15 days after the election day. All signs must not exceed four hundred (400) square inches and must not be placed to impede the grounds crew activities.
6. 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 X, Section 11 of the CC&Rs.
7. All personal property must be stored neatly upon patios when not in use and must not be left upon the grass or beds which can impede maintenance activities, regardless of when maintenance activities are regularly scheduled to occur. Personal property must be kept in good condition to ensure that deterioration does not become a nuisance, does not become objectively offensive or dangerous, or result in the unsightly accumulation of refuse matter, waste, or other materials. For this reason, cardboard boxes shall not be used for storage outside since these will deteriorate and result in refuse which is undesirable.
8. Damage to irrigation equipment caused by an Owner or Resident, their guests or children, or authorized persons (other than groundkeepers) 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.
9. Hot tubs of any size, shape, or power source are not permitted on any lot^[BL21]. Existing hot tubs which have been approved by the ACC are exempt from this rule. Once an approved hot tub has been removed it may not be replaced.

10. Moving trucks or vans can remain in a resident's driveways for a period of 1 week when moving in or out of the residence. Dumpsters used for renovation and Moving Pods can remain in a resident's driveway for a period of 30 days.
11. No noxious or undesirable thing, nor noxious or undesirable use of the property in said addition whatsoever, shall be permitted or maintained upon any building sites in said addition, as provided by Article X, Section 7 of the CC&R's.
12. No garbage, refuse, rubbish, or cuttings shall be deposited on or left on the lot premises unless placed in an attractive container suitably located and screened from public view, as provided by Article X, Section 6 of the CC&R's
13. Any action or condition specifically prohibited by the CC&R's regarding the lots will result in a rules violation subject to the schedule of fines as provided in Article IV of this document.

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 and Heat Pumps

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

1. All installations must be approved by the ACC, including location. Any air conditioners or heat pumps installed without ACC approval are subject to removal and/or fines. Please refer to the ACC guidelines prior to installation.
2. Only Members of the Association may request approval for the installation of air conditioners or heat pumps.
3. Failure to follow the ACC guidelines will result in a rules violation.

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.^[BL22] 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 barbecues, propane appliances and propane firepits.

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 or cat allowed outside **must** be on a leash at all times. The definition of a leash - A strap or cord for restraining and guiding a dog or cat. 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, prohibited by the CC&R's Article X, Section 2 of the CC&R's.

SECTION 3. Pets are not allowed inside the Clubhouse or playground with the exception of service animals^[BL23].

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 will 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, unless contained within a planting bed and approved by the ACC. Growing of Marijuana is not permitted outdoors on any lot 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^[BL24]

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.
4. No firearms ^[BL25] are allowed in the clubhouse at any time.

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. A copy can generally be obtained from your insurance company, either Homeowners 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, 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 Homeowners, Residents and their guests. 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.