

RULES AND REGULATIONS
FOR
LIVE AT THE LANDING TOWNHOMES

1. Residents shall exercise extreme care in making noises or in the use of musical instruments, radios, televisions, subwoofers, car stereos, and amplifiers that may disturb other residents. Please restrict noise during quiet hours, which are between 10 pm and 8 am.
2. Residents shall not hang washing, garments, rugs, etc., from the windows or facades of a building or on porches, decks or patios.
3. Residents shall keep their limited common elements (porch, deck/patio, yard) in good order and in a neat and clean condition.
4. Residents shall not deposit garbage, trash or yard waste on any common element or limited common element. Garbage, trash and yard waste shall be placed in appropriate containers for regular disposal or recycling. Containers for garbage and trash may be placed in public view only on the designated collection day and the day preceding collection day.
5. Residents shall not display signs to the public view on or from any unit, limited common element, or common element without the prior consent of the Board. If the unit is listed for sale, real estate signs are permitted in and directly in front of the listed unit.
6. Residents shall not modify or decorate the exterior of a building, limited common element, or screens, doors, or windows of a unit without the prior written consent of the Board.
7. Residents shall not install wiring for electrical or telephone installation, television antennae, machines, or air conditioning units, etc., upon the exterior of a building or protruding through the walls or roof of a building, except as authorized in writing by the Board.
8. Well-behaved domestic pets are allowed. Dogs shall be kept on a leash when not in the unit. Residents shall promptly clean up their pets' waste. Residents shall take sufficient steps to prevent their pets from unreasonably disturbing other residents and must be **in control** of their pet at all times.
9. Residents shall not place furniture, packages, plants, statuary objects, or other articles of any kind in any common element or use the limited common elements for storage. Plants or garden decor placed directly in front of the unit is permitted
10. Residents ~~should~~ **shall** use their garage for parking their motor vehicles. The open parking spaces located throughout the community are for short term use ONLY and subject to the following provisions.
 - a Only operable passenger motor vehicles are permitted to use the shared community parking spaces. They may **NOT** be used by commercial trucks, commercial vans, commercially licensed vehicles, campers, trailers, recreational vehicles, oversized vehicles, or for other purposes. Parking by a service provider while they are actively working on a unit is permitted.
 - b Residents and their guests are permitted to use the open parking spaces for a period not to exceed 72 hours. Upon request, the HOA manager may issue a permit allowing

an extension of this time period, up to 1 week. Parking beyond these time periods requires authorization by the Board. The 72 hour restriction applies to all community parking spaces at all times. The practice of moving a vehicle from one space to another to avoid or circumvent the 72 hour restriction is prohibited.

- c At **NO Time** may a homeowner or resident appropriate a community parking space as a garage alternative for their personal use. Ownership of a vehicle, or vehicles, that exceed personal garage space due to size, or other garage usage is an individual homeowner or resident issue, **not** a community issue. Open parking spaces belong to all 58 Units, not an individual unit, regardless of location. The practice of continually parking a vehicle daily or nightly in a community parking space in lieu of using the vehicle owner's garage is strictly prohibited.
- d No vehicle repairs, oil changes or washing of vehicles may be performed in the community.
- e Parking is only permitted in designated parking spaces. All streets within the community and in front of driveways are FIRE LANES and are NOT "on-street" parking. This includes NE 183rd PL, NE 185th PL, 96th Drive NE, and 96th Lane NE. Parking in a FIRE LANE is PROHIBITED.
- f On-street parking outside of the community shall be used for parking any resident or guest vehicle that doesn't fit in their garage and doesn't meet the requirements for use of the open parking spaces.
- g Unregistered or inoperable vehicles, vehicles improperly parked, or vehicles in violation of these stated rules will be towed at the resident's expense. Owner assumes ALL risk of damages to their vehicle as well as all costs to the community for towing. If the towing fees are not paid by the owner, an assessment to the vehicle owner's HOA account will be levied for collection. The owner may also incur a fine as outlined below for the Rules violation.

11 COMPLIANCE WITH DECLARATION AND RULES AND REGULATIONS. Each owner, tenant, guest, and other occupant of a unit in the Community shall comply strictly with the provisions of the Declaration, Bylaws, and these Rules and Regulations (the "Governing Documents") and with all decisions of the Board adopted as provided in the Governing Documents. The acceptance of a deed or conveyance or the entering into occupancy of any unit shall constitute an agreement that the provisions of the Governing Documents, as they may be amended from time to time, are accepted and ratified by the owner, tenant, or other occupant and all provisions of the Governing Documents shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such unit, as through the provisions were recited and stipulated at length in each and every deed, conveyance or lease of the unit.

Owners and tenants are responsible for ensuring that their family members and guests comply with the Governing Documents, although it is ultimately the owner's responsibility to make sure that any fine be paid that results from a rule violation and for any damage to the common elements, limited common elements or units caused by their family members, guests or other occupants of the owner's unit or by a tenant of that unit or the tenant's family members, guests or other occupants of the unit.

Due Process Procedure

- a If the Board becomes aware of a violation of the Governing Documents (a "Rule Violation"), the Board or management company will notify the responsible owner and the tenant (if the unit is rented and the Rule Violation was committed by the tenant or guest or other occupant of a rented unit) with the nature of the violation, whether the notice is a warning or imposition of a fine together with a description of any damages resulting from the Rule Violation and the amount of any special assessment. Warning notices and notices of fines shall be in writing. Writing may mean sent by electronic transmission to owners or tenants who have consented in writing or by electronic transmission to receive electronic notices and have provided an electronic address to which notices should be sent.
- b Upon receipt of a notice of a Rule Violation after having received a warning for violation of the same rule within one year, the owner or tenant, if applicable, may pay the fine and assessment for damages, if damages are sought, or request a hearing. The request for a hearing must be submitted in the manner provided in the notice within seven days of receipt of the notice. Failure to request a hearing shall be considered as acceptance of the fine and/or assessment for damages.
- c The Board will schedule a hearing on the matter and provide the date, time and place of hearing before the Board.
- d The Board will issue its decision at the conclusion of the hearing unless it decides, in its sole discretion, to continue the hearing for additional fact-finding or deliberations. Hearing decisions shall be provided in writing to the person who requested the hearing. Hearing meeting minutes shall be confidential and kept in Association confidential files at management company offices.
- e The hearing board may determine that a Rules Violation has occurred and dismiss or suspend the fine(s). If the hearing board suspends the fine(s), it may do so contingent on future compliance with the rule and notification that any future violations of the same rule could result in reinstatement of the suspended fine and imposition of new fines.

Failure to insist on strict performance is not a waiver. The Board and the management company shall exercise its prudent business judgment in determining what actions to take in the enforcement of the Governing Documents. The failure of the Board or the management in any one or more instances to insist upon the strict performance of any of the terms, covenants, conditions or restrictions of the Governing Documents, or to exercise any right or option contained in the Governing Document, or to serve any notice or to institute any actions, shall not be construed as a waiver or relinquishment for the future of that term, covenant, condition or restriction, but the term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Board or the management of any assessment from an owner, with knowledge of any breach shall not be deemed a waiver of that breach, and no waiver by the Board of any provision of the Governing Documents shall be deemed to have been made unless expressed in writing and signed by the appropriate officers on behalf of the Board.

- 12 FEE/FINE SCHEDULE. In an effort to protect the owners, residents, and common elements of the condominium, the Board has adopted this schedule of fees and fines. It is included here as a quick reference tool for owners and residents.

FEES	Monthly Assessment Late Fee	\$30
	Returned Check Fee	\$35
	Transfer Fee	\$100
	Resale Certificate Fee	\$275
FINES	1st Notice of a Violation	None
	2nd Notice of a Violation	\$100
	3rd Notice of a Violation	\$200
	Subsequent Notices of Violations	\$350

Monthly assessments become payable on the first day of each month, and are delinquent on the second day. However, to allow for mail and other unforeseen delays, the Association allows a ten (10) day grace period for the payment of assessments. Any assessment or installment that remains unpaid for at least 10 days after the due date thereof shall be delinquent and assessed a late charge of \$30.00 and interest at the rate of one percent per month on the outstanding balance. Assessments delinquent 90 days may be turned over to an attorney or collection agency for collection and the mortgagee of the dwelling may be notified of the delinquency.

The transfer fee will be charged to the unit owner's account upon each conveyance of the unit after the initial conveyance by the Declarant.

Fines may, at the discretion of the Board, be charged in addition to enforcement fees and cost reimbursement for damage repairs, if any. Monetary fines may be levied in the amount of \$150 for the second notice of a violation, \$250 for the third notice for a violation and \$400 for subsequent violations. Other appropriate enforcement actions may be taken at the discretion of the Board. Such fine(s) shall be added to the monthly assessment for the first month following the violation and shall be enforceable in the same manner provided for assessments.