

RULES AND REGULATIONS

GENERAL

1. The **SAMMAMISH HEIGHTS HOMEOWNERS' ASSOCIATION**, A Homeowners' Association (the "Association"), acting through its Board of Directors, and in accordance with the "Amended and Restated Sammamish Heights Declaration of Protective Covenants and Restrictions," Article 2, "MANAGEMENT OF THE ASSOCIATION," has adopted the following Rules and Regulations ("Rules") as of **November 4, 2023**. These Rules may be amended from time to time by resolution of the Board of Directors.
2. Wherever in these Rules reference is made to "homeowners," such term shall apply to the owner of any home, to such owner's family, tenants, whether or not in residence, employees, agents, visitors and any guests, invitees or licensees of such property owner, his family or tenant of such property owner. Wherever in these Rules reference is made to the Association, such reference shall include the Association and the managing agent when the managing agent is acting on behalf of the Association.
3. The homeowners shall comply with all the Rules hereinafter set forth governing building, drives, grounds, views, structures, architectural harmony, parking areas, decks, and any other related matters.
4. The Association reserves the right to alter, amend, modify, repeal, or revoke these Rules and any consent or approval given here under at any time by resolution of the Association or the Board of Directors.

ANNUAL DUE LATE FEE POLICY

5. Annual dues are mailed to the homeowners the beginning of the year, payment is due within 30 days.
 - a. First late notice and fee of \$25 will apply on March 31st if payment is not received and posted to your account prior to that date.
 - b. Second late notice and fee of \$25 will apply on April 30th if payment is not received and posted to your account prior to that date.
 - c. Final notice and late fee of \$40 will apply on May 31st if payment is not received and posted to your account prior to that date.
 - i. If dues and late fees are not paid after June 1st your outstanding balance could be turned over to a collection agency and additional charges will occur.

The late fees cover the charges SHOA incurs to collect from Associa. They are non-negotiable and each homeowner will be responsible to pay those fees if they are late paying their dues. It's up to each homeowner to login into TownSq to check their payment has been posted or contact Associa EMB Management directly at 425-452-7330.

ARCHITECTURAL AND LANDSCAPING

6. Home owners must obtain board or committee approval for any improvements or alterations that may impact views of other residents in Sammamish Heights, including but not limited to any building, home, dwelling, residence, carport, garage, outbuilding, fence, wall, rockery, landscape device or object, swimming pool, hot tub or spa, including coverings for same, gazebo or decorative building.

7. Approval must be obtained by completing and submitting an “architectural application,” attached hereto as Exhibit A. The approval process shall be conducted pursuant to the provisions as set forth in the “Amended and Restated Sammamish Heights Declaration of Protective Covenants and Restrictions” adopted November 16, 2016.

PARKING, STORAGE, LANDSCAPING UPKEEP

8. No trash, garbage, ashes or other refuse, junk vehicles, underbrush, freecycling or other unsightly growths or objects, shall be thrown, dumped, or allowed to accumulate on any lot. Garbage cans and recycling/yard waste containers shall be sufficiently screened to not be visible from the roadways except at appropriate and reasonable times related to the collection thereof.
9. No trailer, boat, camper, basement, tent, shack, garage or other out building or temporary structure erected or situated in Sammamish Heights shall, at any time, be used as a residence, temporarily or permanently, nor shall any permanent building or structure be used as a residence until it is completed as to external appearance, including finished painting. Nor shall any trailer, tent, boat, shack, or other outbuilding be kept or maintained on any of the vacant lots, whether used as a residence or not. The streets in front of lots shall not be used for the overnight parking of any vehicle other than those belonging to overnight guests.
10. No boat, trailer, recreational vehicle (“RV”), camper, automobile, truck or other vehicle, or any part thereof, shall be parked or permitted to remain on any residential site unless stored in a garage, other fully enclosed space or screened from public view in accordance with the City of Bellevue “RV Storage and Screening” requirements. Such space shall be defined as side or rear yard locations within sight obscuring screening to abutting properties and public streets.
There are two exceptions to these restrictions:
 - a. Automobiles and other similar vehicles may be parked overnight in paved driveways.
 - b. RVs, boats, and trailers may be parked in driveways for loading and unloading activities, not to exceed three (3) days in any two (2) week period.
11. Unless grandfathered in under the “Amended and Restated Sammamish Heights Declaration of Protective Covenants and Restrictions,” Article 13, “PLANTING”, if a new tree or planting interferes with the Views of another residence it must be trimmed to a lower height or removed so the resulting view restoration is sufficient to prevent the tree or planting from unnecessarily interfering with the Views of another residence.

Views are defined in the Covenants and Restrictions as follows:

- a. **Views** – Elements that comprise a *View* are Lake Sammamish, *Mountains*, and *Horizons*.
- b. **Mountains** – Cascade range.
- c. **Horizons** – the line delineating earth from sky that is at least ¼ mile away from observable home views.
- d. **View Line** – an imaginary line extending parallel from the uppermost roof line of all homes visible from a particular lot.

12. No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than five (5) square feet advertising the property for sale and any entry signs for the Sammamish Heights Owners Association. Owners are further permitted to a reasonable display of political yard signs before any primary or general election subject to reasonable rules which may be established by the Executive Board.
13. The Owners of lots in Sammamish Heights shall be responsible for the maintenance of their property and any area between their lot lines and the surfaced portions of the adjacent streets. All such Owners shall likewise maintain their hedges, plants, shrubs, trees, and lawns in a neat and trim condition at all times and ensure that such plantings do not obstruct sightlines for drivers within the community. All such Owners will maintain, repair, or replace fences shared between residential lots, or fencing visible from the streets within Sammamish Heights, 26th Street and West Lake Sammamish Parkway.

ANIMALS

14. No animals shall be permitted on said property other than house pets (defined as household pets under Bellevue Municipal Code 20.50.016). No dog kennels shall be permitted on any of the lots in Sammamish Heights. All animals must be controlled by owner and not be allowed to roam freely for a long duration without supervision consistent with the requirements of the City of Bellevue. Owners must take care to clean up after their pets immediately, and to respect the properties of homeowners who have requested no pets enter their yards.
15. Any enclosures for fowl must be approved pursuant to sections 5 and 6 of these rules and regulations. Fowl must meet city code and may be prohibited if determined by the Association or Board of Directors to cause a nuisance for another homeowner.

RULES VIOLATIONS FINES

Fines for rules violations shall be imposed as follows:

1. Owners or their tenants committing a first violation of the Rules of the community shall receive a first written notice. Owners will receive the notice and tenants will receive a copy of the notice.
2. After the first notice, owners or their tenants who have not resolved the violation of the Rules of the community shall receive a second written notice prior to any fines being levied. This second written notice may be issued no sooner than 48 hours after issuance of the first notice. Owners will receive the notice and tenants will receive a copy of the notice.
3. After the second notice, owners or their tenants who have not resolved the violation of the Rules of the community shall receive a third written notice and a fine of \$150.00. The third written notice and fine may be issued no sooner than seven (7) days after issuance of the second notice. Owners will receive the notice and fine and tenants will receive a copy of the notice.
4. After the third notice, owners or their tenants who have not resolved the violation of the Rules of the community shall receive a fourth written notice and a fine of \$500.00. The fourth written notice and fine may be issued no sooner than fourteen (14) days after issuance of the third notice. Owners will receive the notice and fine and tenants will receive a copy of the notice.

5. Continuing violations will accrue at \$500 per month until the violation has been remedied to the board's satisfaction. The first notice of continuing violation and fine may be issued no sooner than thirty (30) days after the issuance of the fourth notice. Owners will receive the notice and fine and tenants will receive a copy of the notice.
6. At any point after ninety (90) days after the fourth written notice the Association may levy fines of up to \$500 on a weekly basis. After one year since the first notice was issued, the Board of Directors may assess fines on a weekly or daily basis.
7. All fines are due and payable upon receipt. Additional fines amounts warranted by the Board of Directors may be assessed after written notice of failure to correct a situation has been sent and compliance has not been achieved within a reasonable period of time, as stated in the notice. After 90 days of unpaid fines or unresolved violations, the Association may commence collections and post a lien against the property until all violations have been resolved and all fines have been paid.
8. Any costs borne by the Association to collect fines, post liens, obtain legal counsel, pay court fees are the responsibility of the homeowner.
9. Owners have a right to be heard by the Board regarding violations and related fines. Any owner receiving a violation letter or subsequent fine(s) and seeking relief of fines may request an opportunity to be heard before the Board. Requests should be sent to the Association Manager who will arrange for a hearing.
10. The Board will make a determination of the homeowner's request after the hearing and will provide a written response to the owner within 7 days.

Notice Type	Timing	Fine
First Notice of Violation	Upon issuance	No fine
Second Notice	Min. 48 hours after First Notice	No fine
Third Notice	Min. 7 days after Second Notice	\$150
Fourth Notice	Min. 14 days after Third Notice	Up to \$500
Continuing Fines	Min. 30 days after Fourth Notice	Up to \$500 per month
Continuing Fines	Min. 90 days after Fifth Notice	Up to \$500 per week

After 90 days of unpaid fines or unresolved violations, the Association may commence collections and post a lien against the property until all violations have been resolved and all fines have been paid.

Any costs borne by the Association to collect fines, post liens, obtain legal counsel, pay court fees, or resolve the violation are the responsibility of the homeowner.

Any fines may be refunded in part or in full upon resolution of the violation to the Association's satisfaction, less costs such as legal fees and administrative fees.

These rules were duly adopted by the SAMMAMISH HEIGHTS HOMEOWNER'S ASSOCIATION
Board of Directors, November 4, 2023