

Si View Community Rules and Regulations

The Si View Community Rules and Regulations set forth below are supplemental to the Si View Declaration of Protective Covenants and adopted by action of the Board of Directors. All provisions of the Declaration of Protective Covenants apply, even if not explicitly stated here. Unless stated otherwise in this document, the Standard Fine Schedule will apply to violations of any provision of the Declaration of Protective Covenants.

Policies. Our Homeowners Association has adopted the following rules to help maximize enjoyment, maintain values, and assure the continued aesthetic beauty of our community. The rules apply to all Owners and their families, tenants, and guests. Each Owner is responsible for making sure his tenants have a copy of the Rules and follow them. You are encouraged to ask your neighbors to follow the rules. If the rules are violated by any tenant, occupant, or guest of the Owner's Home, the Owner will be responsible for corrective action, damages, and fines.

Communications. Please direct any comments, complaints, or rule violations to the Si View Board of Directors. Members are encouraged to use the feedback form on our Community Website (<http://www.siviewhoa.info>). Members may also contact the Board of Directors by email at theboard@siviewhoa.info or via U.S. Mail at P.O. Box 2193, North Bend, WA 98045. The Board will generally attempt to respond to any Homeowner communications within 14 days of receipt.

When the Board is required to provide notice to a Homeowner regarding alleged infractions of the Rules and Regulations or assessment of fines, such notice will be provided via registered U.S. Mail to the Homeowner's postal address in Si View Community. Notice will be deemed given upon delivery by the U.S. Postal Service. If a Homeowner wishes to receive notices related to alleged infractions of the Rules and Regulations or assessment of fines at a different address, a written request must be made to the Si View Homeowners Association Board of Directors. The Board will also send an electronic copy of the notification via the email address currently on record for the Owner.

The Board of Directors may choose to make changes to this document from time to time. Notification of changes will be provided to the Community by an announcement on the Community Discussion Group (<http://groups.yahoo.com/group/SiViewHOA>) and by posting the revised document on the Community Website. The revised Rules and Regulations will be in effect 24 hours following such notice. If a Homeowner wishes to receive notification of changes to the Rules and Regulations by U.S. Mail, a written request may be made to the Si View Homeowners Association Board of Directors and must state the delivery address at which the Homeowner wishes such notification to be sent.

RULES AND REGULATIONS:

Buildings and Permitted Structures. No dwelling, residence, outbuilding, fence, landscaping, wall, building, pool or other structure or other improvement shall be erected, altered, placed or maintained on any Lot without approval from the Architectural Review Committee (ARC). A Request for ARC Approval may be obtained from the Community Website or from the Board of Directors.

When constructed or placed on the Lot, the structure or improvement shall substantially conform to the plans and specifications approved by the ARC. Once started, the work of constructing, altering, repairing, or reconstructing any structure or improvement on a Lot shall be diligently prosecuted until completion thereof and in any event the exterior of the structure shall be completed and finished within six months after the work first commences. All debris or unused building materials must be removed from the Lot within one week of completion of the Approved Project.

All buildings and improvements on a Lot shall be of permanent construction. No trailer, mobile home, tent, garage, outbuilding or other similar device shall be placed on any Lot, except with the permission of the ARC. A storage POD may be placed on a Lot for the purpose of moving or transporting personal property with the following stipulations: (1) the POD must be placed in the driveway, not in the street or yard and should not block the sidewalks and (2) the POD may be onsite for a period not to exceed 48 hours.

New fence construction requires ARC approval, All fencing which is visible from Common Areas must conform to the standard fence style for Si View Community and shall be stained the Standard Si View fence color as designated in the CC&Rs.

ARC approval is not required for emergency repairs needed to maintain the safety or integrity of any Home or Lot, including repairs to the roof, windows, or existing fence structure, so long as the repairs do not significantly alter the Lot from its pre-existing condition. Emergency repairs that have not received ARC approval must be completed within two weeks after the work first commences and all debris or unused building materials must be removed from the Lot within one week of completion of the project.

The ARC may refuse to approve any requested building or improvement if, in the sole judgment of the ARC, the building or improvement would detract from the general visual appearance of the neighborhood or other homes. If the ARC rejects a request for approval, the Homeowner has the right to appeal the ARC decision to the Board of Directors. The decision of the Board of Directors on a disputed request for approval will be deemed final.

In addition to the Standard Fine Schedule, the following Special Fine Schedules apply to violations of the Building, Permitted Structures, and Fences Rules:

- (a) Failure to obtain ARC approval when required by these Rules and Regulations will result in a Fine of \$50 and the Board of Directors may

require removal of the structure or other improvement. If the Board of Directors requires removal of the unapproved structure or other improvement, a Fine of \$25/day will be assessed beginning on the 14th day following the date that notice is provided to the Owner.

- (b) If an Approved structure or improvement fails to conform to the Approved plans and specifications, a Fine of \$50 will be assessed and the ARC may require removal of the structure or other improvement. If the ARC requires removal of the non-conforming structure or other improvement, a Fine of \$25/day will be assessed beginning on the 14th day following the date that the Board notifies the Owner receives notice that the structure or improvement must be removed.
- (c) Failure to complete an approved project within six months after the work first commences will result in a Fine of \$25/day until the project is completed.
- (d) Failure to stain a fence the approved Standard Si View fence color within 14 days of receipt of a formal written letter of warning stating the nature of the alleged violation will lead to assessment of the a fine of \$25 per day. Note: This special fine schedule will take effect October 1, 2008. All other fine schedules contained in the Si View Rules and Regulations are in effect immediately.
- (e) Failure to remove a storage POD or similar storage unit within 14 days of receipt of a formal written letter of warning stating the nature of the alleged violation will lead to assessment of the following fines:

\$25 per day for the first 30 days.

\$50 per day for the 31st -60th days.

\$100 per day for each day after the 60th day.

Storage. No building materials shall be stored on any Site except temporarily during continuous construction of an Improvement that has received approval of the ARC. No Site shall be used as storage of explosives, gasoline, or other volatile and/or incendiary materials or devices. Gasoline or fuel for Owner's lawn mower, generator, and the like may be stored on an incidental basis on the Lot. No storage areas or service yards shall be located on any Lot so as to be visible from any public or private street, sidewalk, or Common Area.

In addition to the Standard Fine Schedule, which will be in effect for repeated independent violations of this rule, the following Storage Fine Schedule will be assessed for continuous violation, if the Owner fails to remove the disallowed materials within 14 days of receipt of a formal written letter of warning stating the nature of the alleged violation.

\$25 per day for the first 30 days.

\$50 per day for the 31st -60th days.

\$100 per day for each day after the 60th day.

These fines will continue to be assessed for each 24-hour period that the disallowed materials are present in Si View Community.

Animals. Usual household pets (dogs, cats, small birds, etc.) are allowed provided they are not kept, bred or maintained as a business. Other animals, livestock, or poultry are not allowed. Owners shall be liable for damage caused to Common Areas by pets of the Owner or the Owner's tenants or guests. The Homeowner and the Owner's tenants and guests shall be responsible for immediate removal of pet defecation from common areas if defecation occurs while walking the dog.

The Fine Schedule for infraction of this rule is the Standard Fine Schedule (below).

Trash and Recycle Containers. Refuse, garbage, trash, lumber, grass, shrub, or tree clippings, plant waste, compost, metal, bulk materials, scrap, refuse, or debris of any kind shall not be kept, stored, or allowed to accumulate on any Site except within an enclosed structure or appropriately screened from view, except that any container containing such materials may be placed outside at such times as may be necessary to permit garbage or trash pick-up. Trash and recycle containers shall be stored and placed so as not be visible from any street. Trash containers, recycle bins, or other items for collection should generally not be placed in view or for pick up until the evening prior to the scheduled regular or special pick up day. Items placed out for collection should be secured such that animals cannot get into trash or such that litter is caused. Owners are responsible for cleaning up any litter resulting from their trash bins.

The Fine Schedule for infraction of this rule is the Standard Fine Schedule.

Commercial Use. No trade, craft, business, profession, manufacturing, commercial enterprise, internet-based selling and buying, or commercial activity of any kind, which shall interfere with the quiet and peaceful use and enjoyment of any part of the Subdivision shall be conducted or carried on upon any Lot or within any building located within the Subdivision. The evidence of said interference shall be either visible from the street or adjacent Lots, shall increase the noise level in the surrounding area, or shall increase traffic more than usual residential volumes. All permitted businesses must comply with any applicable City ordinances.

The Fine Schedule for infraction of this rule is the Standard Fine Schedule.

Parking. In order to enhance safety in our Community, residents and their guests are encouraged to park all motor vehicles in a driveway or garage and to keep the number of vehicles parked in the street to a minimum. No boats, trucks, motorcycles, busses, motor homes, campers, trailers, or vehicles of any description, shall be kept, stored, dismantled, or repaired in the street, driveway,

or within view from the street in the Subdivision or in any part of the Subdivision outside of an approved fenced area or permitted structure. This section shall not preclude the temporary parking of passenger vehicles in the driveway. Temporary parking shall generally mean for periods not greater than 48 hours. Motor vehicles may not be parked in the yard of any Lot and must not partially block or prevent access to the sidewalk.

The Fine Schedule for infraction of this rule is the Standard Fine Schedule.

Yard Maintenance. Trees or shrubs on a lot should not be allowed to grow to a size that interferes with a view of significance from another residence. Vegetable gardens, play equipment and pools are only allowed between the rear residence line and the rear lot line or the rear side yard behind a fence (if one has been constructed) unless otherwise approved by the ARC. Play structures exceeding 5' in height require ARC approval prior to construction.

Each Homeowner is responsible for maintaining the landscaping in a neat and presentable condition at all times and shall not allow the landscaping to become overgrown or allow weeds to proliferate.

FINE SCHEDULES

Fines. The Standard Fine Schedule shall be in effect for all violations of the Rules and Regulations, unless otherwise stated in this document. The Standard Fine Schedule is as follows:

First Offense: A written letter of warning will be sent to the Owner stating the nature of the alleged violation.

Second Offense for the same Rule Violation: Written notice will be sent and a \$25 fine will be assessed. Note: failure to remedy the offense within 14 days of receipt of the formal written letter of warning is sufficient to constitute a Second Offense.

Third Offense for the same Rule Violation: Written notice will be sent and a \$50 fine will be assessed.

Fourth and Subsequent Offense: The fine will increase in \$50 increments for subsequent violations beyond the third offense (4th offense = \$100, 5th offense = \$150, etc.). In each case, a written notice will be sent to the Owner at the time the fine is assessed.

Right to a Hearing. Prior to the determination of violation and levying of Fines, persons liable for the payment thereof will be provided an opportunity for hearing. The time and place of this hearing will be determined by the Board and will be attended by not fewer than two Board members. In the event any person entitled to a hearing fails to request a hearing within 14 days of receipt of the written

notice of violation or fails to appear at the scheduled hearing, he or she will be presumed to have acknowledged the violation and will be subject to all penalties.

Additional Remedies. Owners may be required to remove any exterior improvement that did not receive Architectural Control Committee approval. Such removal will be solely at the Owner's expense.

Any infraction of the Rules and Regulations that has not been corrected within 60 days of the original notice of an alleged infraction may be remedied by the Board, at the Owner's risk and expense, by hiring an independent contractor to perform such work as is necessary to bring the infraction into compliance with these Rules and Regulations. The Owner will be fined an amount equal to the costs associated with such an action by the Board plus an additional special fine of \$50. The Board is under no obligation to hire an independent contractor to remedy an unresolved infraction of the Rules and Regulations. Regardless of whether such action is taken by the Board, any infraction is subject to the relevant Fine Schedules until such time as it is brought into compliance with the Rules and Regulations.

Collection of Unpaid Fines. Unpaid fines are due on the 15th of the month following the date of assessment and may be paid in the same manner as the Annual Assessments. Unpaid fines are collectible in the same manner as unpaid Annual Assessments, and will be subject to the same late fee and interest schedule. Fines that remain unpaid may result in a lien on an Owner's Home.