

Mount Vernon Village Townhouses Association Rules and Regulations

Revised: November 23, 2025
8600 Onyx Dr SW, Lakewood, WA 98498

1. APPLICATION AND AUTHORITY

- a.** The Board of Directors revised and adopted the following rules under Article VII, Section 1(a) of the Mount Vernon Village Townhouses Association (hereafter referred to as MVV) By-Laws, which grants the power to govern the use of Common Areas and member conduct and establish penalties.
- b.** Binding Rules: These Rules and Regulations are binding on all homeowners, renters, and guests. Failure to comply with these rules and regulations may lead to fines being imposed.
- c.** Purpose: These Rules and Regulations ensure maximum enjoyment of the property for all residents.
- d.** Enforcement: Board members, maintenance personnel, and homeowners are authorized to enforce these rules.

2. ASSOCIATION DUES AND FEES

- a.** Association Dues and Fees: Homeowner Association dues are due on the 1st of each month. A \$50 late fee applies after the 10th. NSF checks incur a \$50 fee plus any bank charges. Late fees and additional costs accumulate monthly until the outstanding balance is paid in full. If the owner chooses to contest a late fee, they can arrange a time to present their reasons to the Board. The Board will then deliberate the case in closed session and mail their determination to the homeowner.

3. RESPONSIBILITIES OF OWNERS

- a.** All owners are fully responsible for compliance for these Rules and Regulations, including their tenants, guests, and any other occupants of the owner's unit. Owners are financially responsible for any damage to the property caused by themselves, their tenants, guests, and occupants.

4. OWNER'S MAINTENANCE OF UNITS

- a.** Every homeowner must maintain their unit and adhere to the Rules and Regulations and CCRS, so that they do not endanger or negatively affect the value of other owner's property.
- b.** Owners are responsible for the maintenance and repair of the interior of their units, including but not limited to:
 - i. Indoor plumbing, electrical, circuit breakers, hot water heater, furnaces, heat pumps, and air conditioners.
 - ii. Skylights
 - iii. Indoor painting
 - iv. Attic and crawl space inside and under the unit
 - v. Inside fireplace, including chimney sweeping
 - vi. Windows, doors, and garage doors
 - vii. Floors, carpeting and tile
 - viii. Winterizing, i.e.: wrapping outside faucets and weatherstripping.
 - ix. Inside the patio
- c.** For safety and liability reasons, only maintenance employees are allowed on the roof.
- d.** All new exterior front doors, garage doors, and new windows are to be white. If the door is not white, the Association will provide the homeowner with white paint with it being the homeowners responsibility to paint the door.
- e.** Maintenance of fireplace caps, spark arrestors, crowns, flashing, exterior brick, and mortar repairs are the responsibility of MVV. The owner is responsible for the interior components, including the flu liner, smoke chamber, damper, firebox/grate, ash container, spark screens, doors, and appliances.
- f.** Only conventional window treatments such as blinds, curtains, and shades are to be used. No cardboard, newspaper, blankets, sheets,

aluminum foil, flags, etc. are allowed to cover the windows.

- g.** Plants in patios must be trimmed to no higher than the garage roof. Homeowners are responsible for any damage from overgrown plants. Noncompliance may result in Association Board action. Refer to Article VIII, Sections 1 & 2 of Covenants, Conditions, and Restrictions.
- h.** Keep dirt, shrubs, trees, and plants away from wooden walls in patio bedding areas to prevent wood rot. Owners are financially responsible for any damage due to non-compliance.
- i.** Flowers boxes installed on units under windows or patio walls must include a container for the soil that protects the walls/siding from rot. Owners are responsible for any rot caused by flower boxes.
- j.** The Association maintains standard end unit fences (20 feet). Homeowners pay for maintaining extended fences (over 20 feet). See Article II, Section 3(a) of the Covenants, Conditions, and Restrictions.
- k.** No equipment or appurtenances/accessories may be installed on the building exterior or protrude from walls, windows, or roof without written approval from the Association Board. This includes air conditioner units, satellite dishes, sun canopies, awnings, etc.

5. COMMON AREAS

- a.** The Common Area, including lawns and flower beds, will not be used for athletics, disruptive play, or group activities. Residents will be billed for any damage they cause, including labor and materials needed for repairs.
- b.** Owners may plant annuals outside their units, provided they care for and remove them at the end of the season. Rose bushes are not allowed in common areas but may be planted in private courtyards/patios or movable containers on porches. No perennial flowers, shrubs, or groundcover are allowed in common areas except by the Association Grounds Committee or with their permission. If

complaints are received about neglected plants planted by homeowners, they will be contacted and directed to maintain the area. If the area remains improperly maintained, the Association may remove and replace the plants with conforming ones, which will be maintained by the Association and the contracted landscape company.

- c. For safety, no climbing of trees or fences is permitted.

6. AMENITY RIGHTS

a. Amenity rights are tied to the primary residency

- i. **Defining Primary Residency:** Amenity rights are held by the unit owner only if the unit is their Primary Residence, defined as the place where the Owner physically resides for a majority of the calendar year (more than 183 days).
- ii. **Transfer of Rights:** When the unit is occupied by any non-owner for thirty (30) consecutive days or more (regardless of payment or relationship), the right of enjoyment to all Common Areas and recreational facilities is automatically delegated exclusively to the current resident occupant(s).
- iii. **Forfeiture:** The non-occupant owner forfeits the right to use the Common Areas and amenities for their own personal use or guest sponsorship while the unit is occupied by others. The owner may only use the amenities when accompanied by the primary resident occupant, functioning as that resident's guest.

b. Exclusive Resident Use: Common areas and amenities are strictly reserved for MVV Residents and their invited social guests.

c. Prohibited Uses. Using our facilities for commercial activities, business meetings, or any organized meeting for an external group (like other HOAs, businesses, or non-resident clubs) is strictly

prohibited

- d. Board Authority.** The Board always retains the right to interpret what constitutes proper use and to approve or deny requests at its discretion.

7. VEHICLES AND PARKING

- a.** Streets within the complex are for vehicle entry and exit only, not for play. Rollerblading, roller-skating, skateboarding, hoverboarding, etc. are prohibited. Cyclists should ride with caution, and children must be accompanied by an adult. Sidewalks are for walking. Parents are responsible for their children's behavior and safety.
- b.** The speed limit in the complex is 10 MPH. Homeowners and guests must always comply.
- c.** Residents and visitors must comply with all "Fire Lane" and "No Parking" designations. Vehicles should be parked only in designated spaces or along the outer side of the circle unless marked "No Parking." Overflow parking is allowed along the schoolyard fence. No parking is allowed along the entrance and exit lanes on the inner side of the circle (mailbox side). Alleys are fire lanes, and parking is only allowed temporarily for loading, unloading, or washing vehicles, which must be always attended for safety reasons. If an emergency vehicle (e.g., fire truck, ambulance) is blocked by any vehicle prohibiting access to an emergency due to errant parking, the registered owner of the vehicle will be responsible and could face criminal charges of obstruction.
- d.** Any vehicles parked in violation of Rule 6c, except for temporary loading or unloading, will be towed at the owner's expense.
- e.** RV parking is prohibited on the streets of the complex and car parking spaces. Use the RV lot by the maintenance shed; contact a board member for access. Guest RVs may park for up to one week along the schoolyard fence

- f.** All vehicles owned or used by Mt. Vernon Village residents must be operable passenger motor vehicles with current state license tabs. Non-compliant vehicles will receive one written notice and, if not removed, will be towed at the owner's risk and expense. Parking places are not for vehicle storage.
- g.** If a vehicle leaks oil in a designated street parking space, it must have a pan or catchment. Oil damages asphalt, and the owner will be liable for damages
- h.** Minor vehicle maintenance is allowed, such as checking/adding oil, charging batteries, adding water, and changing flat tires. Ensure no oil or chemical spills in garages or paved areas. Welding, engine rebuilding, or major repairs are prohibited for resident safety and insurance coverage.

8. RECREATIONAL VEHICLE PARKING AREA (RV LOT)

- a. The RV lot is located in the maintenance yard and is for parking currently licensed RVs, trailers, and boats of resident owners only. It is intended for "in use" vehicles, not long-term storage. There is a parking area right outside the fence of the RV lot that is to be used for parking of oversized vehicles. Long-term parking along the schoolyard fence is prohibited.
- b. Owners of RV's, trailers, and or boats are limited to one space per unit, and vehicle operation within the yard is to be done by the registered owner. A gate lock key is available from the Secretary or Maintenance Manager and is to be returned when no longer being used. Hookups such as electricity, water, and sewer are not provided.
- c. This facility is space-available

9. GENERAL

- a.** No soliciting is allowed on the premises.
- b.** Fireworks, explosives, and firing of firearms, including BB guns, air guns, and paintball guns, are banned.
- c.** No noxious or offensive activity shall be carried on in any units, patios, or common areas, nor shall anything be done therein which may be or become an annoyance, embarrassment, discomfort, or nuisance to other owners or residents. Nor shall any portion of the condominium be rendered unsanitary, unsightly, offensive, or detrimental to persons using or occupying any portion of the condominium property. This includes the patio and garage area.
- d.** Loud, excessive, or disturbing noises or odors are not permitted, nor do anything that will interfere with the rights, comforts, privacy, or convenience of any condominium owner or resident. Noise restrictions begin at 10:00 p.m.
- e.** Home businesses of childcare, foster care, respite care, and adult family homes are not allowed. Also, no owner is allowed to rent their unit as a VRBO or Airbnb or other temporary vacation rental.
- f.** Pursuant to Lakewood Municipal Code 13.06.040, all residents MUST arrange for regular garbage disposal. Garbage and Recycling containers must be returned to the interior of the garage as soon as possible on the day of collection. Garbage build-up or hoarding in the garage is unsanitary and can attract rodents. This may lead to a "no-notice" Health and Welfare inspection by the City of Lakewood, resulting in potential fines for inspections and remediation.

10. PETS

- a.** Owners are responsible for their pets' behavior and cleaning up after them.

- b.** Dogs must be on a leash and attended while in the common areas at all times.
 - c.** No animals are allowed in the pool area or clubhouse unless they are service animals.
 - d.** If a pet owner is found to not clean up after their pet, a violation letter will be given to the owner.
 - e.** Any owner who does not clean up after their pets after receiving a violation letter will be fined \$25.00 for each pile attributed to their animal. This fine will be placed on the pet owner's monthly assessment bill until paid in full.
 - f.** Pet owners shall be financially responsible for damages or additional expenses caused by your pet to any Association property.

11. RENTAL UNITS

- a.** Homeowners or property managers must complete the Renter Information Form and return it to the Association Board Secretary or Board President when a new tenant moves in. This form is available from the Association Board Secretary. Within seven days of renting a unit, the owner and renter must file the following information: the name, telephone numbers, and correct street address of the unit owner, and the names and telephone numbers of all occupants of the unit, and the names and telephone numbers of emergency contacts.
- b.** A current copy of the Association's Rules and Regulations must be provided to the prospective tenant before the lease or rental period begins. Packets are available from the Welcoming Chair.
- c.** It is recommended that unit owners who rent should require applicants to complete a rental application and obtain a consumer credit report

from a professional tenant screening service before entering a lease. The report should include a credit report, employment verification, and a two-year rental history check. The owner is solely responsible for selecting a suitable tenant.

- d.** Landlords must notify a member of the HOA Board when tenants vacate. Also inform the Board when new residents move in so they can update their records and provide them with a Welcome packet.

12. CLUBHOUSE RULES

- a.** Alcohol can only be served in the clubhouse with proof of insurance liability coverage for alcohol-related incidents and damage.
- b.** Residents or owners in good standing (i.e., current payments of all HOA dues and/or fines paid in full), over the age of 21, may reserve the clubhouse by calling the Clubhouse Chair.
- c.** The person who rents the Clubhouse must be present for the entire event and assumes all responsibilities for the actions and behavior of all event guests (invited or not), event entertainers, or other personnel.
- d.** There is no user fee for groups up to 50 persons; for groups of 51 or more, the non-refundable user fee is \$100.00
- e.** A \$200 damage deposit fee is required to reserve the clubhouse, refundable upon passing the cleaning and damage inspection after the event. Damages costing over \$200 will also be the responsibility of the person who signed the clubhouse agreement.
- f.** Items belonging to the clubhouse may not be removed from the premises and the Clubhouse is to be locked anytime the renter is not

present.

- g.** Reservation of the clubhouse does not include the use of the swimming pool or pool area.
- h.** Noise must be kept to an unobjectionable level
- i.** Only service animals are permitted in the Clubhouse.
- j.** No Smoking in or within 50 feet of any door of the Clubhouse. This includes vaping and e-cigarettes.
- k.** No lighted candles permitted in the Clubhouse. This is a Fire Safety Regulation.
- l.** A copy of owner/tenant responsibilities, setup, and cleanup instructions will be provided when reserving the Clubhouse

13. POOL RULES

- a.** Alcohol use in the pool area is prohibited.
- b.** Residents in good standing must accompany guests in the pool area and are responsible for their behavior and actions. Any damages caused by guests will be paid by the owner/renter.
- c.** Swimming hours are posted at the pool entrance, typically the pool is open between 10:00 a.m. and 9:00 p.m. Proper bathing attire is required; cutoffs are not allowed because frayed fabric tends to clog filters, and babies must wear leak-proof swimsuits over swimming diapers.
- d.** The pool cannot be reserved for parties.
- e.** Persons under 13 must be accompanied by a resident at least 18 years old. Children 13-17 years of age cannot be alone. They are to be

accompanied by at least one other individual who is at least 13 years old.

- f.** Food and drinks are allowed in the pool area but not in the pool; only plastic or metal containers are permitted, no glass items.
- g.** No noisy or rowdy behavior is allowed.
- h.** Pets are prohibited except for service animals.
- i.** Trash must be placed in designated containers; disposable diapers and food waste must be removed and taken with the pool user.
- j.** No wheeled toys are allowed; foam toys like "noodles" made of Styrofoam must be completely covered, as they can shred and affect the filter system.
- k.** Swimmers must shower before entering the pool and after using sunscreen or tanning lotion.
- l.** Shoulder-length or longer hair must be confined with rubber bands or barrettes, because hair clogs the filter.
 - i.
- m.** The Association Board may deny pool access for rule infractions

FEE SUMMARY

PAYMENT OF MONTHLY ASSOCIATION FEES
AFTER THE 10TH OF THE MONTH.....\$50.00

NSF CHECK FEE
PLUS ANY ADDITIONAL BANK FEES.....\$50.00

FAILURE TO CLEAN UP PET FECES\$50.00

LETTING DOGS RUN LOOSE, UNLEASHED
(AFTER VIOLATION LETTER) EACH INCIDENT.....\$50.00

CLUBHOUSE USE FEE (FOR 50+ PERSONS)
NON-REFUNDABLE\$100.00

*** Repair work for damage caused by a homeowner, guests, or tenant to
Association property will be billed at the maintenance employee's hourly
rate, plus material costs