

Mount Vernon Village Townhouses Association Rules and Regulations

Revised: April 24, 2025

8600 Onyx Dr SW, Lakewood, WA 98498

1. APPLICATION AND AUTHORITY

- a. The following rules and regulations were revised and adopted by the Board of Directors on May 10, 2016, under the provisions of Article VII, Section 1, paragraph (a) of the By-Laws of the Mount Vernon Village Townhouses Association,
 - i. *REWRITE*: "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. These Rules and Regulations will be binding on all Homeowners, Renters and Guests.
 - i. *REWRITE*: 2. Binding Rules: These Rules and Regulations are binding on all homeowners, renters, and guests
- c. These Rules and Regulations have been established to ensure the maximum enjoyment of the property by all residents.
 - i. *REWRITE*: 3. Purpose: These Rules and Regulations ensure maximum enjoyment of the property for all residents.
- d. Board of Director Members, Maintenance personnel, and Homeowners are authorized to enforce these Rules and Regulations.
 - i. *REWRITE*: 4. Enforcement: Board members, maintenance personnel, and homeowners are authorized to enforce these rules.

2.ASSOCIATION DUES AND FEES

- a. Association Dues and Fees are due on the 1st of each month and a late fee of \$25.00 will be charged after the 10th of each month. In addition to any bank charge incurred there will be a charge of \$25.00 for each NSF check.
 - i. *REWRITE*: 5. 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.
 - i. REWRITE: 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.
 - ii.

4. OWNER'S MAINTENANCE OF UNITS

- a. The units shall be maintained so that they do not endanger or negatively affect in any way the value of any other owner's property.
 - i. REWRITE: 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. The maintenance and repair of the interior of each unit, including but not limited to plumbing, electrical, heating, painting, furnishings, appliances, and the area in the crawl space beneath the residence are the responsibility of the owner.
 - i. REWRITE: Owners are responsible for the maintenance and repair of the interior of their units, including but not limited to:

1. Indoor plumbing, electrical, circuit breakers, hot water heater, furnaces, heat pumps, and air conditioners.
2. Skylights
3. Indoor painting
4. Attic and crawl space inside and under the unit
5. Inside fireplace, including chimney sweeping
6. Windows, doors, and garage doors
7. Floors, carpeting and tile
8. Winterizing, ie: wrapping outside faucets and weatherstripping.
9. Inside the patio

- c. No person shall be allowed on the roof except for the maintenance employees.
 - i. REWRITE: For safety and liability reasons, only maintenance employees are allowed on the roof.
- d. Maintenance and replacement of all doors (garage, furnace, front and patio) is the responsibility of the homeowner. All new exterior front doors and garage doors are to be painted WHITE as of September 7, 2004k. The Association will provide the paint.
 - i. REWRITE: 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. *(Nothing was mentioned about fireplaces in the previous document so we suggest we add:)*
 - i. 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 are to be used. No cardboard, newspaper, blankets, sheets, etc. are allowed to cover the windows.

- i. REWRITE: 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 so they are no higher than the garage roof. Homeowners are responsible for any damage resulting from overgrown plants. Noncompliance may necessitate Association Board Action. Please see Article VIII, Sections 1 & 2 of Covenants, Conditions, and Restrictions.
 - i. REWRITE: 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. Dirt, shrubs, and plants in the patio bedding areas will be kept away from the wooden walls to prevent rotting of the wood. Owners will be held financially responsible for any damage for non-compliance.
 - i. REWRITE: 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. Containers are to be used for dirt inside window flowerboxes to prevent the flowerboxes from rotting the adjacent building walls.
 - i. REWRITE: 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 standard end unit wooden or plastic fence (20 feet) will be maintained by the Association. The additional cost of maintaining extended fences (over 20 feet) will be paid for by the homeowner. See Article II, Section 3(a) of the Covenants, Conditions and Restrictions.
 - i. REWRITE: 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 resident shall install any equipment or appurtenances whatsoever on the exterior of the building or that protrudes from the walls, windows, or roof without written approval of the Association Board. This includes, but is not limited to, air conditioner units, satellite dishes, sun canopies, etc.
 - i. REWRITE: No equipment or appurtenances 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, which includes lawns and flower beds, will not be used for athletics, as a play area, or for group activities. Repair of any damage done to any portion of the Common Area will be billed to the resident that caused the damage at the hourly rate of maintenance employees and all materials need to restore the Common Area.
 - i. REWRITE: 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. Owner may plant annuals (flowers with a one-year life span) outside their units provided that the owner does all of the care and weeding of flowers and removes them at the end of the season. After September 1, 2006, rose bushes are not allowed to be planted in the ground in the common areas. If a resident wants rose bushes, they may be planted in the private courtyard/patio area or in moveable containers on your porch. After September 1, 2006, no perennial flowers, shrubs, or groundcover are to be planted in the common area near your resident except by the Association Grounds Committee or with permission of said Grounds Committee. If perennial flowers, shrubs, ground cover and/or roses have already been planted in the common areas by a homeowner or previous homeowner prior to September 1, 2006, it is the responsibility of the current homeowner to weed and maintain the plants. If the plants are not being maintained by the present homeowner and complaints are received by the Association Board, the present homeowner will be contacted and directed to maintain the area. If the area continues to be improperly maintained by the homeowner, the Association may have the flowers, shrubs, groundcover and/or roses removed and replaced with conforming plants that will be the responsibility of the Association and the contracted landscape company.
 - i. REWRITE: 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. In the interest of safety, no climbing of trees or fences is permitted.
 - i. REWRITE: For safety, no climbing of trees or fences is permitted.

6.VEHICLES AND PARKING

- a. The streets within the complex are for the purpose of the entering and exiting of vehicles and are not a playground. Rollerblading, roller-skating and skateboarding are prohibited. Cyclists should ride with caution, and children should be accompanied by an adult. Sidewalks are only for walking and for young children on wheels. Parents are responsible for their children's behavior and safety.
 - i. REWRITE: 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 comply at all times.
 - i. *(no need to rewrite)*
- c. All residents and visitors will comply with all "Fire Lane" and "No Parking" designations. Vehicles are to be parked only in designate parking spaces and if necessary, along the outer side of the circle unless marked "No Parking." Overflow parking is allowed along the schoolyard fence. There is to be no parking at any time along the entrance and exit lanes along the inner side of the circle (mailbox side). All alleys are fire lanes and there is to be no parking in the alleys except for the

temporary purpose of loading or unloading or washing of vehicle. The vehicles must be attended at all times. This is for the safety of all residents so that emergency vehicles have the necessary access to units.

- i. **REWRITE:** 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 found parked in violation of Rule 6. 3 for any reason other than temporary loading or unloading of said vehicle will be towed at the owner's expense.
 - i. **REWRITE:** Any vehicles parked in violation of Rule 6c, except for temporary loading or unloading, will be towed at the owner's expense.
- e. No parking of vehicles larger than a pickup is allowed on the streets of the complex. Guest RV's may park temporarily, up to one week, along the schoolyard fence, but not in car parking spaces. Contact a board member to get an extension.
 - i. **REWRITE:** 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 and/or used by residents of Mt. Vernon Village which occupy any parking or other space on the property must be operable passenger motor vehicles only and must display current state license tabs. Any vehicles not in compliance will be given one written notice, and if not removed, will. Be towed at the owner's risk and expense. Parking places are not to be used to store a vehicle.
 - i. **REWRITE:** 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. (Adding this per board discussion) 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. Mechanical work on vehicles will be limited to minor maintenance which includes: checking/adding oil, charging battery, adding water, and changing flat tires. Insure no spillage of oil or chemicals in garage on paved areas. Welding, rebuilding engines or vehicles, or major repair work is prohibited. This is for resident safety and insurance coverage.
 - i. REWRITE: 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.

7. RECREATIONAL VEHICLE PARKING AREA (RV LOT)

- a. The RV area in the maintenance yard is used for the parking of currently licensed RV's trailers, and boats of resident owners only. The area is not to be used for long term storage but is intended by "in use" vehicles.
 - i. REWRITE: 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 are limited to one space per unit and operation of owner vehicles within the yard requires the registered owner.

- i. REWRITE: 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. A gate lock key is available from the Secretary for a deposit of \$5.00.
 - i. REWRITE: This can be removed as it is covered in 7b.
- d. This is a space available facility.
 - i. REWRITE: This facility is space-available

8. GENERAL

- a. No soliciting is allowed on the premises.
 - i. No need to rewrite
- b. All fireworks and explosives are prohibited. Firing of any firearms, including BB guns, air guns, and paintball guns is prohibited.
 - i. REWRITE: 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 occupants or render any portion of the condominium unsanitary, unsightly, offensive, or detrimental to person using or occupying any portion of the condominium property.
 - i. REWRITE: 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. No owner or resident should make or permit any loud, excessive, or disturbing noises or odors by himself, his or her family, tenants or visitors, nor do or permit anything that will interfere with the rights, comforts, or convenience of any condominium owner or occupant.

- i. REWRITE: 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. The Association is not responsible for any vandalism.

- REWRITE: *Take this out. It's way too broad and HOA does have responsibility for vandalism in many instances.*

- f. Home businesses of childcare, foster care, respite care, and adult family homes are not permitted in Mount Vernon Village.

- i. REWRITE: 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.

- g. 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.

- i. REWRITE: 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.

9. PETS

- a. Owners are responsible for their pet's behavior.
 - i. REWRITE: 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.
 - i. REWRITE: Dogs must be on a leash and attended while in the common areas at all times.
- c. (This is additional) No animals are allowed in the pool area or clubhouse unless they are service animals.
- ~~d. Owners are responsible for cleaning up after their pets.~~
 - i. REWRITE: (don't need this, already included it under 9a)
- e. If a pet owner is found to not clean up after their pet, a violation letter will be given to the owner.
 - i. No need for a REWRITE
- f. 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.
 - i. No need for a REWRITE, but how do we enforce this? Take a video?
- g. Pet owners shall be financially responsible for damages or additional expenses caused by your pet to any Association property.
 - i. No need for a rewrite.

10. RENTAL UNITS

- a. Homeowners or property managers must complete the Renter Information Form and return it to the Secretary/Treasurer when a new tenant moves into their unit. This form may be obtained from the Secretary/Treasurer listed on the "Board Members and Committees" sheet posted on the bulletin board outside the clubhouse and appears on the roster of board members distributed to homeowners. Within seven

(7) days of renting a unit, the owner and renter shall file the following information with the Association Secretary/Treasurer: 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 persons other than the tenants in case of an emergency.

- i.** REWRITE: 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 Rules and Regulations of the Association, including any Amendments, must be provide to the prospective tenant prior to the beginning of the lease or rental period. Packets can be obtained from the Welcoming Chair.
 - i.** REWRITE: 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.** Any unit owner who rents should, prior to entering into a lease or agreement, require the applicant to complete a rental application and submit to and obtain a consumer credit report from a professional tenant screening service. The following information should be obtained in the report: Credit report, verification of the applicant's employment and a check of rental history for two years. The selection of a suitable tenant shall be the sole responsibility of the owner.
 - i.** REWRITE: 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 into 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.** The Association Secretary/Treasurer is to be notified when tenants vacate.

- i. REWRITE: 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.

11. CLUBHOUSE RULES

- a. Alcohol can only be served in the clubhouse if reserving party shows proof of insurance liability coverage for alcohol related incidents and damage.
 - i. REWRITE: Alcohol can only be served in the clubhouse with proof of insurance liability coverage for alcohol-related incidents and damage.
- b. Any resident or owners in good standing, over the age of 21 may reserve the Clubhouse by the calling the Clubhouse Chair. Reserving parties must be present at the event at all times.
 - i. REWRITE: 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. (Additional information not in the current document) 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 50 or over the "user's fee is \$50.00 which is non-refundable."
 - i. REWRITE: 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. There is a \$150 damage deposit fee to reserve the clubhouse. This refundable if you pass the cleaning and damage inspection after your event. Keys are to be returned after inspection.

- ## 12. POOL RULES

- a. Alcohol use in the pool area is prohibited.
 - i. No rewrite needed
- b. You must be a resident in good standing to use the pool. When you have guests, you must remain in the pool area with them.
 - i. 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 is permitted between 10:00 a.m. and 9:00 p.m. only, and proper bathing attire must be worn. Cutoffs are not allowed, and babies must wear leak-proof swimsuits over swimming diapers.
 - i. REWRITE: 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 swimming pool may not be reserved or used for pool parties.
 - i. REWRITE: The pool cannot be reserved for parties.
- e. Persons under 17 years of age may not swim or be in the pool area unless accompanied by a resident at least 18 years of age who will remain in the pool area at all times.
 - i. REWRITE: 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 may be consumed in the pool area but not in the pool. Only plastic or metal containers may be used. No glass items in the pool area.
 - i. REWRITE: 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. Noisy or rowdy behavior or play will not be permitted in the pool and pool area at any time.

- i. REWRITE: No noisy or rowdy behavior is allowed.
- h. No pets of any kind are permitted into the pool area except service animals.
 - i. REWRITE: Pets are prohibited except for service animals.
- i. Trash must be placed in designated trash containers. Disposable diapers and food waste must be removed from the pool area.
 - i. REWRITE: 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 permitted in the pool or pool area. Foam toys must be completely covered.
 - i. REWRITE: 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 again after using sunscreen or tanning lotion if reentering the pool.
 - i. REWRITE: 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 plastic barrettes, because hair clogs the filter.
 - i. REWRITE: Shoulder-length or longer hair must be confined with rubber bands or barrettes, because hair clogs the filter.
- i.
- m. The Association Board reserves the right to deny use of the pool or pool area to anyone for infractions of these rules.
 - i. REWRITE: 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