

REGENCY WOODS DIVISION 4  
Homeowner's Association

HILLCREEK

HOME RULES AND REGULATIONS  
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**REGENCY WOODS DIVISION 4  
Homeowner's Association**

**HILLCREEK**

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**HOME RULES AND REGULATION FOR  
REGENCY WOODS DIVISION IV**

**HILLCREEK**

**SECTION A**

## **1. APPLICATION AND AUTHORITY**

### **1.1. RULE AND REGULATION ESTABLISHMENT**

The Rules And Regulations are established to protect the rights of all residents and to preserve the attractive, quality appearance of the homes in Regency Woods Division 4 ("the Property" ). They apply EQUALLY to all RESIDENTS, OWNERS, and RENTERS.

### **1.2. RULE AND REGULATION APPROVAL**

These Rules And Regulations have been approved by the Board of Directors in accordance with the DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR REGENCY WOODS DIVISION IV.

### **1.3. RULES AND REGULATIONS EFFECTIVE DATE**

Owners shall be provided with a current copy prior to the effective date of the Rules And Regulations.

### **1.4. SEVERABILITY**

If any provision is ruled invalid, the remainder of these rules shall remain in full force and effect.

## **2. ARCHITECTURAL CONTROL COMMITTEE**

The Architectural Control Committee (ACC), working under the authority of the Hill Creek Homeowners Association Board of Directors, has been created for the sole purpose of maintaining the quality and value of the entire property of Regency Woods Division 4. The Committee shall have the authority to determine and establish standards, involving but not limited to, aesthetic considerations of harmony of construction and color which it determines to be in the best interest of providing for attractive development of the Subdivision.

### **2.1. SUBMISSION OF PLANS**

Construction plans, drawings, specifications, and plot plans must be submitted to the ACC including the nature, kind, shape, height, materials, colors and location. All plans are to be submitted to the Committee utilizing the ACC Request for Architectural Review Form.

### **2.2. TIME PERIOD FOR APPLICATION AND ACC RESPONSE**

Application for ACC approval must be submitted prior to commencement, erection or alteration of any building or structure. The ACC must respond in writing within thirty (30) days after receiving a fully complete package of plans, as outlined in 2.1 (above).

### **2.3. APPROVAL OR DISAPPROVAL**

If the ACC fails to approve or disapprove such design and location within thirty (30) days after receiving a fully complete package of plans, approval by the ACC will not be required.

## **3. GENERAL CONSTRUCTION GUIDELINES**

### **3.1. CONSTRUCTION TIME**

Any structure erected or placed on any lot shall be completed as to external appearance, including finish painting, within six (6) months from date framing commences.

**3.2. LANDSCAPE COMPLETION**

Landscaping shall be completed within six (6) months from the date the structure is completed. Landscaping includes the lawn, rock structures, shrubbery, etc. for the entire front yard. The remaining yard must be completed within twelve (12) months from date of completion or ownership.

**3.3. SIZE OF IMPROVEMENTS**

Single-family homes on lots 1-31, 51-79, 92-111 excluding garages, porches and eaves shall have a living area of not less than 1400 square for mullet-level construction. Single level dwellings must have a finished living area of not less than 1,200 square feet.

Single-family homes on lots 32-50 excluding garages, porches and eaves shall have a living area of not less than 1750 square for mullet-level construction. Single level dwellings must have a finished living area of not less than 1,200 square feet.

Single-family homes on lots 80-91 excluding garages, porches and eaves shall have a living area of not less than 1550 square for mullet-level construction. Single level dwellings must have a finished living area of not less than 1,200 square feet.

**3.4. ROOFS**

Cedar shake or concrete tile roofing is required on lots 32-50 and 80-91. All other lots must be finished with 25-year Dimensional Laminated Class A Asphalt roofing, unless written approval for use of other materials is granted by the ACC prior to construction. The color of all roofing throughout Regency Woods Division 4 shall be slate gray, unless written approval for the use of another color is granted by the ACC prior to installation. No flat roofs are allowed.

**3.5. DRIVEWAYS**

All driveway, exterior walks, and patios shall be concrete unless approval for use of other material is granted by the ACC.

**3.6. FENCES**

No fence, wall, or hedge shall be erected or placed on any lot nearer to any street than the minimum building setback line, or the actual building setback lines, whichever is further from the street, except nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two (2) feet above the finished grade at the back of said wall.

Fences bordering greenbelt areas shall be erected with the finished side facing the greenbelt areas. No fencing shall be permitted in the front yard. On corner lots, fencing shall only be allowed from the rear corner of the house to the rear lot line along the exterior side lot line. All fencing shall be approved by the ACC prior to installation. Fences shall be no higher than six (6) feet.

Exterior color of fences shall be two (2) similar colors throughout Regency Woods Division 4, which colors shall be approved by the ACC.

**3.6.1. PERIMETER FENCING**

The care and maintenance will be the responsibility of the adjoining lot owners.

**3.7. GARAGES**

Garages are required and shall be incorporated in or made a part of the dwelling house. No detached garages shall be permitted without written approval from the ACC. Single-car garages, carports and detached garages are specifically prohibited.

**3.8. STICK-BUILT CONSTRUCTION**

All dwellings shall be of a "stick-built" variety. Mobile homes, manufactured housing, and modular homes are specifically not permitted.

**3.9. STORAGE SHEDS**

Storage sheds are allowed, but not to be visible from the street or taller than six (6) feet when detached from the house. Storage sheds attached to the house must be submitted to the ACC for approval prior to construction. All sheds must fit the color scheme and match the harmony of the existing exterior design and location in relation to, and its effect upon, surrounding structures and topography.

**3.10. EXTERIOR FINISHES**

The exterior of each home shall be finished with spruce, cedar, brick, authentic stone siding, or finished OSB siding. The front elevation of each home shall be finished with spruce or cedar siding, brick, authentic stone or OSB siding. For the rear and side elevations, T-1-11 is permitted, except on corner lots, where the side elevation facing the street shall be finished with the same as the front elevation. Lots 32-50 and lots 80-91 shall have cedar or OSB siding on all sides of houses. Vinyl, aluminum or other wood product or synthetic panels are prohibited. Any deviations must have written consent from the ACC.

**3.11. COLORS**

All colors of all exterior materials and trim features must be approved by the ACC. All vinyl or aluminum painted windows shall be white.

**4. GENERAL USE OF RESIDENCE**

**4.1. BUSINESS AND COMMERCIAL USE**

No lot shall be used for trade, craft, business, or commercial or manufacturing enterprise or business or commercial activity, unless permitted by King County. Goods, materials, or supplies used in connection with any trade, service or business kept or stored outside of any building on any lot is strictly prohibited.

**4.2. EMERGENCIES.**

**If FIRE, MEDICAL, POLICE assistance is needed, call 911.**

**4.3. FIREARMS**

Use of firearms and related activities, such as bows and arrows, BB or pellet gun target practice, are strictly prohibited.



**4.4. PARKING / VEHICLES / TOWING**

No lot shall be used for other than one single-family dwelling with outdoor parking for not more than three (3) cars. All vehicles parked must be in operating condition and display current licensing. Inoperative vehicles will be towed/removed at the owner's risk and expense without additional warning. Parking is allowed on streets and in driveways only. No parking is allowed on sidewalks, or where driveway access may be blocked.

**4.5. PROHIBITED VEHICLES**

No recreation vehicle and/or commercial vehicle, including but not limited to boats, campers, motor homes, trucks in excess of three-quarter (3/4) ton, and trailers, whether operable or not, of any kind shall be parked, stored, or maintained on any lot or street in such a manner as to be visible from the street or neighboring lots.

**4.6. WORK VEHICLES**

Overnight driveway parking of a single commercial vehicle, (trucks not exceeding one ton) directly related to the occupants work, and used as the resident's primary transportation from home to place of employment, is allowed. Police vehicles are allowed to be parked on the street. Any deviation requires a time limited written waiver from the HILLCREEK HOMEOWNERS ASSOCIATION board.

**4.7. VEHICLE NOISE**

Automobile noise is to be kept to a minimum, with no pro-longed idling or racing of engines. Radio/stereo systems will not be audible outside of the vehicle while in the neighborhood. Homeowners will be responsible for their guests as they enter and leave the neighborhood.

**4.8. SPEED LIMITS**

Signs regulating speed limits are to be strictly observed.

**4.9. OWNER RESPONSIBILITY**

All owners are fully responsible for compliance with these Rules And Regulations by their dependents, guests, tenants or any other occupants of their property.

**4.10. RENTING / LEASING**

Any owner intending to lease or rent his/her property is to provide a current copy of the Rules And Regulations of the Association, including any Amendments, to the tenant prior to the beginning of the lease or rental period.

**4.10.1. OWNER/TENANT RESPONSIBILITY**

Owners are responsible for their tenant's awareness and familiarity with the Rules And Regulations of the Association prior to move-in. Emphasis should be placed on the fact that every resident is accountable under the Rules And Regulations. Owners are responsible for tenant compliance with these Rules And Regulations. If a tenant is in violation, the owner shall be subject to any fines.

**4.11. QUIET HOURS**

At no time, will a resident or guest cause loud or disturbing noises, nor do or permit any act that will impact on the rights, comforts, or convenience of other homeowners. The Lot owner or tenant is responsible for the conduct of any, and all, guests of the residence. The hours between 10:00 PM and 7:00 AM are to be considered "quiet hours".

**4.12. LAUNDRY / CLOTHES DRYING**

Clothes lines and outdoor laundry drying are strictly prohibited.

**4.13. REFUSE**

No rubbish or debris of any kind shall be dumped, placed, or permitted to accumulate in any portion of any lot except in appropriate containers provided for the collection of same. All equipment for the storage or disposal of such material shall be screened and shielded from adjacent properties and shall be kept in a clean and sanitary condition. No trash, refuse pile, vehicles, underbrush, compost pile or other unsightly growth or objects shall be allowed to group, accumulate or remain on any lot so as to be a detriment to the neighborhood or become a fire hazard.

**4.13.1. GREEN BELT**

No yard waste or trash of any type is to be discarded in, or on, the greenbelt areas within, or bordering the Hill Creek development. King County and the Department of Ecology strictly prohibit dumping any materials in the green belt areas.

**4.14. COMMON AREAS**

No trees, shrubs or vegetation in the Common Areas may be cut or altered without prior written permission from the Board. **(\$150 first offense)**

**4.15. HOMEOWNERS FEES**

The Homeowners Fees are billed annually and are due on July 1<sup>st</sup>. Dues not received by July 10<sup>th</sup> are considered late and will be assessed a \$25.00 late fee. All homeowners dues and fines outstanding after August 1<sup>st</sup> will accrue at 12% compound interest. Any homeowner fees/fines unpaid within the allotted time shall become a continuing lien on the lot owned, which lien may be foreclosed by the Association.

**4.16. SIGNS**

No signs shall be displayed to the public view on any lot except one Realtor's or similar quality sign of not more than one (1) square foot, one (1) sign of not more than five (5) square feet advertising the property for sale or rent.

Political signs are allowed with a limitation on size of two (2) square feet and must be removed within 24 hours after the completion of elections. Political signs may be installed three (3) weeks prior to the election.

Garage sale signs may be installed no more than five (5) days prior to the event and must be removed by dusk on the final day of the sale.

Notices posted at mailbox stands are strictly prohibited.

Any sign not removed in a timely manner will be removed by the ACC or HILLCREEK HOMEOWNERS ASSOCIATION Board of Directors. The ACC shall have the sole jurisdiction on all signs.

**4.17. GARAGE SALES**

Garage Sales are allowed in Regency Woods Division 4. Sales are limited to a two (2) day duration. Merchandise may be displayed in driveway's and garage area's only. Common area's, front lawns and other landscaped area's are strictly off limits for display purposes. All merchandise must be removed from display by dusk of the second day.

**4.18. HOLIDAY DECORATION**

Exterior holiday lights and decorations are allowed. Lights and decorations may go up two weeks prior to the holiday and must be removed within one week after the holiday.

The exception to this will be the Christmas/Chanukah period when lights and decorations may go up at Thanksgiving. All Christmas and Chanukah decorations including lights must be completely removed by January 31<sup>st</sup>.

All holiday displays must be in good taste. If complaints by homeowners arise, the Board may ask for removal of the display. If the display is not removed, a fine may be imposed.

**5. GENERAL MAINTENANCE GUIDELINES**

**5.1. EXTERNAL STRUCTURES**

All structures upon a lot shall at all times be maintained in good condition and repair and be properly painted, stained or otherwise finished. Exterior lights, brickwork, siding, gutter work, etc. are to be kept good repair and functional condition.

**5.2. LANDSCAPE**

All trees, hedges, shrubs, flowers and lawns shall be maintained and cultivated so that the lot is not detrimental to the neighborhood as a whole, as determined by the Board of Directors. Slope banks upon any lot shall be properly watered and maintained by the owner thereof.

**5.3. CURBS, GUTTERS, SIDEWALKS AND DRIVEWAYS**

Lot owners are responsible for any damage to the curb, gutter, sidewalk and driveway in front of the lot. All repairs of any damage must be made to the satisfaction of King County. If any damage is done by parties other than the owner, the owner must notify the Association of any damages and furnish the name and address of the party responsible for the damage within thirty (30) days after the damage occurs.

**6. PET POLICY**

No animal or fowls shall be raised, kept, or permitted on any lot except domestic dogs, cats, and typically caged small animals such as birds, hamsters, guinea pigs, gerbils, rabbits, fish kept within the dwelling.

**6.1. PET OWNER RESPONSIBILITY**

Pet owners are directly and solely responsible for their pets. Barking or other annoying conduct by a pet will not be tolerated. Owners are responsible to keep pet barking/noise to a minimum and not impact on the rights and comforts of other homeowners.

**6.2. LEASH RULE**

Non-incorporated King County has a leash law. Pets must be walked on a leash, not running unattended to neighboring properties.

**6.3. OUTDOOR CONTROL**

When outside, pets must be in the company of and controlled by their owners.

**6.4. OFF LIMIT AREAS**

All neighboring landscaped areas, flower bed and rock areas are strictly OFF LIMITS for animals.

**6.5. CLEAN UP**

Pet owners are required to clean up any excrement deposited in the Common Areas by their pets and are financially liable for any damage caused by their pets.

**7. ENFORCEMENT / DUE PROCESS**

The Board of Directors has the authority, per the Declaration, to use monetary fines to assure timely and consistent compliance with the Rules And Regulations. Violations may result in a fine according to the Schedule in Section 7.4. Failure to pay any portion of the fines will result in action by the Board of Directors in placing a lien against the owner in violation and may be foreclosed upon by the Association.

**7.1. DUE PROCESS**

The following three separate actions collectively comprise "Due Process": (1) a written Report Of Violation must be received by the HILLCREEK HOMEOWNERS ASSOCIATION board; (2) a Notice Of Violation must be provided to all parties involved; (3) a Hearing Committee meeting must take place with opportunity for all parties involved to be heard.

**7.1.1. REPORT OF VIOLATION**

A report of a violation must be made in writing and delivered or mailed to the HILLCREEK HOMEOWNERS ASSOCIATION Board of Directors or Property Manager. It must include contact names, phone numbers, and addresses, plus the specific date, time, and address of the home in violation. Verbal or anonymous reports will not be considered, and do not initiate Due Process.

**7.1.2. NOTICE OF VIOLATION**

A written notice of the reported violation shall be sent by the HILLCREEK HOMEOWNERS ASSOCIATION board to the owner and parties involved.

**7.1.3. HEARING COMMITTEE**

A hearing shall be scheduled for the next Board meeting or a special hearing will be called to determine if there was a violation of the Rules. The Hearing Committee shall consist of three (3) members from the Board, Homeowner Association, or other individuals appointed by the Board.

All parties involved (owners, renters, residents) shall be notified of the hearing date and have an opportunity to be heard. The parties involved in the violation claim need not be present for the Hearing committee to render a decision. The Hearing committee shall then determine, by a majority vote, if a Rules violation has occurred. All parties shall be notified of the decision in writing.

If the homeowner in violation offers no contest to the claim and takes immediate and effective action to rectify the situation, no hearing will be required, however the fee schedule outlined in Section 7.4 will be enforced at the discretion of the Board of Directors. Documentation of the claim and its resolution status will be maintained by the Board of Directors for future reference.

**7.2. FAILURE TO REFORM**

Repeated reports of similar rules violations by the owner preceding the convening of the Hearing Committee meeting will be accumulative to that Hearing Committee meeting. Significant and successful efforts by the owner to correct the cause of the violation may be considered in the decision of the board directed fine imposed.

**7.3. TIMELY OWNER ACTION**

Action required of the owner to correct the cause of any rules infraction will be immediate, following the results of the Hearing Committee meeting, or within a timely basis as directed by the board at the time of the Hearing committee decision. If the owner fails to comply, and the rules violation still exists after the time or date specified by the board at the time of the Hearing committee decision, a written Report Of Violation can be initiated, launching the Due Process of a subsequent violation occurrence .

**7.4. FINE SCHEDULE**

The Fine Schedule for any Rules violation will be at the discretion of the HILLCREEK HOMEOWNERS ASSOCIATION Board of Directors, and made prior to, or at the Hearing Committee meeting. The current Fine Schedule is as follows:

Incident Occurrence	Infraction Fee
First	Warning Letter
Second	\$150
Subsequent	\$250

\*\*\*\*\*  
**THE PURPOSE OF ASSESSING A FINE IS TO ENCOURAGE COMPLIANCE WITH THE RULES  
ONCE A WRITTEN NOTICE OF VIOLATION HAS BEEN ISSUED.**  
\*\*\*\*\*

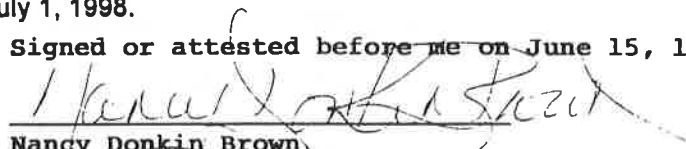
**7.5. RULES AND REGULATIONS DISTRIBUTION**

All owners shall be sent a copy of the Rules And Regulations to their last known address.

**8. CERTIFICATE OF ADOPTION**


The undersigned Board of Directors of the Regency Woods Division 4 Homeowners Association hereby certify that the foregoing Rules and Regulations were duly adopted by the Board of Directors at a meeting of the Board held on the 15th day of June, 1998. These rules supersede all previous versions and shall be effective on July 1, 1998.

Signed or attested before me on June 15, 1998

  
Nancy Donkin Brown  
Notary Public in and for the State of  
Washington, residing at Kent, WA  
My appointment expires 2/16/99



  
Lawrence Boriano  
President, Regency Woods Division IV Homeowners Association

  
Greg Hopkins  
Vice President And Treasurer, Regency Woods Division IV Homeowners Association

  
Kelsy Jenkins  
Secretary, Regency Woods Division IV Homeowners Association

**RULES FOR INSTALLATION OF ANTENNAS IN REGENCY  
WOODS DIVISION IV HOMEOWNERS ASSOCIATION**

**HILLCREEK**

**SECTION B**

## **1. PREAMBLE**

These rules were adopted by the Board of Directors of Regency Woods Division IV Homeowners Association on the date stated below, to become effective on XX, 1997.

### **Recitals**

WHEREAS, the Regency Woods Division IV Homeowners Association ("the Association") is responsible for governance and maintenance of the Regency Woods Division IV Subdivision ("the Community"); and

WHEREAS, the Association exists pursuant to applicable state law and its governing documents; and

WHEREAS, the Association is authorized to adopt and enforce reasonable rules and regulations in the best interests of the Community, pursuant to state law and the governing documents permitting the Association to adopt and enforce rules; and

WHEREAS; the Federal Communications Commission ("the FCC") adopted a rule effective October 14, 1996 preempting certain restrictions in the governing documents concerning the installation, maintenance, and use of direct broadcasting satellite, television broadcast, and multi-point distribution service antennas ("antennas"); and

WHEREAS, the Association desires and intends to adopt reasonable restrictions governing installation, maintenance, and use of antennas in the best interests of the Community and consistent with the FCC rule.

NOW THEREFORE, the Association adopts the following restrictions and regulations for the community, hereinafter referred to as the "Rules", which shall be binding upon all owners and their grantees, lessees, tenants, occupants, successors, heirs, and assigns who currently or in the future may possess and interest in the Community, and which shall supersede any previously adopted rules on the same subject matter.

## **2. DEFINITIONS**

### **2.1. ANTENNA**

Any device used for the receipt of video programming services, including direct broadcast satellite (DBS), television broadcast, and multi-point distribution service (MDS). A reception antenna that has limited transmission capability designed for the viewer to select or use video programming is a reception antenna provided that it meets FCC standards for radio frequency emission. A mast, cabling, supports, guy wires, conduits, wiring, fasteners, or other accessories necessary for the proper installation, maintenance, and use of a reception antenna shall be considered part of the antenna.

### **2.2. MAST**

Structure to which an antenna is attached that raises the antenna height.

### **2.3. TRANSMISSION-ONLY**

Any antenna used solely to transmit radio, television, cellular, or other signals.

### **2.4. OWNER**

Any homeowner in the Association. For the purpose of this rule only, "owner" includes a tenant who has the written permission of the homeowner / landlord to install antennas.



**2.5. TELECOMMUNICATIONS SIGNAL**

Signals received by DBS, television broadcast, and MDS antennas.

**3. INSTALLATION RULES**

**3.1. ANTENNA SIZE AND TYPE**

**3.1.1.** DBS antennas that are one meter or less in diameter may be installed. Antennas larger than one meter are prohibited.

**3.1.2.** MDS antennas one meter or less in diameter may be installed. MDS antennas larger than one meter are prohibited.

**3.1.3.** Antennas designed to receive television broadcast signals, regardless of size, may be installed.

**3.1.4.** Installation of transmission-only antennas are prohibited.

**3.1.5.** All antennas not covered by the FCC are prohibited.

**3.2. LOCATION**

**3.2.1.** Antennas shall be installed solely on individually-owned property as designated on the recorded deed.

**3.2.2.** If acceptable quality signals may be received by placing antennas well inside a dwelling, without unreasonable delay or unreasonable cost increase, then outdoor installation may be prohibited.

**3.2.3.** Antennas shall not encroach upon common areas or any other owner's property.

**3.2.4.** Antennas shall be located in a place shielded from view from the street or from other lots to the maximum extent possible; provided, however, that nothing in this rule would require installation in a location from which an acceptable quality signal may not be received. This section does not permit installation on common property, even if an acceptable quality signal may not be received from an individually-owned lot.

**3.3. INSTALLATION**

**3.3.1.** Antennas shall be no longer nor installed higher than is absolutely necessary for reception of an acceptable-quality signal.

- 3.3.2.** All installations shall be completed so that they do not damage the common areas of the Association or the lot of any other resident, or void any warranties of the Association or other owners, or in any way impair the integrity of buildings on common areas or lots.
- 3.3.3.** Owners are responsible for all costs associated with the antenna, including but not limited to costs to:
  - 3.3.3.1.** Place (or replace), repair, maintain, and move or remove antennas;
  - 3.3.3.2.** Repair any damages to the common property, other lots, and any other damaged by antenna installation, maintenance or use;
  - 3.3.3.3.** Pay medical expenses incurred by persons injured by antenna maintenance or use;
  - 3.3.3.4.** Reimburse residents or the Association for damages caused by antenna installation, maintenance or use.
- 3.3.4.** Antennas must be secured so that they do not jeopardize the soundness or safety of any other owner's structure or the safety of any person at or near antennas, including damage from wind velocity based upon a unique location.

#### **3.4. MAINTENANCE**

- 3.4.1.** Owners shall not permit their antennas to fall into disrepair or to become safety-hazards.
- 3.4.2.** Owners shall be responsible for antenna maintenance and repair.
- 3.4.3.** Owners shall be responsible for repainting or replacement if the exterior surface of antennas deteriorates.

#### **3.5. SAFETY**

- 3.5.1.** Antennas shall be installed and secured in a manner that complies with all applicable city and state laws and regulations and manufacturer's instructions. The owner, prior to installation, shall provide the Association with a copy of any applicable governmental permit.
- 3.5.2.** Unless the above-cited laws and regulations require a greater separation, antennas shall not be placed where they may come in contact with in electrical power lines. The purpose of this requirement is to prevent injury or damage resulting from contact with power lines.
- 3.5.3.** All installations must comply with all applicable codes.
- 3.5.4.** In order to prevent electrical fire damage, antennas shall be permanently and effectively grounded.

**4. ANTENNA CAMOUFLAGING**

**4.1. HEIGHT**

Antennas or masts may not extend beyond a railing or fence unless no acceptable quality signal may be received from this location

**4.2. ANTENNA CAMOUFLAGE**

Antennas situated on the ground and visible from the street or from other lots must be camouflaged by existing landscape or fencing, if an acceptable quality signal may be received from such placement. If no such existing landscape or screening exists, the Association may require antennas to be screened by new landscaping or screening of reasonable cost.

**4.3. ANTENNA, MASTS OR WIRE VISIBILITY**

Antenna, masts, and any visible wiring must be painted to match the color of the structure to which it is installed if such painting will not degrade signal quality.

**4.4. DRIVING VISIBILITY**

Antennas may not obstruct driver's view of an intersection or street.

**5. NUMBER OF ANTENNAS**

No more than one antenna of each provider may be installed by an owner.

**6. MAST INSTALLATION**

**6.1. MAST HEIGHT**

Mast height may be no higher than absolutely necessary to receive acceptable quality signals.

**6.2. MASTS EXTENDING BEYOND ROOF LINE**

Masts that extend 12 feet or less beyond the roof line may be installed subject to the regular notification process. Masts that extend more than 12 feet above the roof line must be approved before installation due to safety concerns posed by wind loads and risk of falling antennas and masts. Any application for a mast longer than 12 feet must include a detailed description of the structure and anchorage of the antenna and the mast, as well as an explanation of the necessity for a mast higher than 12 feet. If this installation will pose a safety hazard to association residents and personnel, then the association may prohibit such installation. The notice of rejection shall specify these safety risks.

**6.3. INSTALLATION**

Masts must be installed by a licensed and insured contractor.

**6.4. PAINTING**

Masts must be painted the appropriate color to match their surroundings.

**6.5. ROOF INSTALLATION**

Masts installed on a roof shall not be installed nearer to the lot line than the total height of the mast and antenna structure above the roof. The purpose of this regulation is to protect persons and property that would be damaged if the mast were to fall during a storm or from other causes.

**6.6. PROPERTY ENCROACHMENT**

Masts shall not encroach upon another owner's lot or common property.

**6.7. WEIGHT CAPACITY**

Masts must be designed to withstand the weight of ice and snow.

**7. MAINTENANCE OF LOCATIONS WHERE ANTENNAS ARE INSTALLED**

**7.1. ANTENNA MAINTENANCE**

If antennas are installed on property for which the Association has maintenance responsibility, owners retain responsibility for antenna maintenance. Owners must not install antennas in a manner that will result in increased maintenance costs for the Association or for other residents. If such damage occurs, owners are responsible for these costs.

**7.2. ANTENNA REMOVAL**

If maintenance requires antenna removal, the Association shall provide owners with 10 days written notice. Owners shall be responsible for removing antennas before maintenance begins. If owners do not remove antennas before required time, then the Association may do so at owners' expense. The Association is not liable for any resulting damage to antennas.

**8. NOTIFICATION PROCESS**

**8.1. NOTIFICATION FORM**

Any owner desiring to install an antenna must complete a notification form and submit it to the Architectural Control Committee. If the installation is routine (conforms to all of the above rules and restrictions), the installation may begin immediately.

**8.2. NON-ROUTINE INSTALLATION**

If the installation is other than routine for any reason, owners and the Architectural Control Committee must establish a mutually convenient time to meet and discuss installation methods.

**9. INSTALLATION BY TENANTS**

Tenants may install antennas in accordance with these rules with written permission of the homeowners / landlord. A copy of this permission must be furnished with the notification of statement.

**10. ENFORCEMENT**

**10.1. VIOLATION OF RULES**

If these rules are violated, the Association may bring action for relief with the FCC or any court of competent jurisdiction after notice and an opportunity to be heard. If the court or FCC determines that the Association rule is enforceable, a fine of \$250 shall be imposed for each violation. If the violation is not corrected within a reasonable length of time, additional fines of \$10 per day will be imposed for each day that the violation continues. To the extent permitted by law, the Association shall be entitled to reasonable attorney fees, costs and expenses incurred in the enforcement of this policy.

**10.2. ANTENNA SAFETY**

If antenna installation poses a serious, immediate safety hazard, the Association may seek injunctive relief to prohibit or seek removal of the installation.

**11. SEVERABILITY**

If any provision is ruled invalid, the remainder of these rules shall remain in full force and effect.

**12. CERTIFICATE OF ADOPTION**

Adopted by the Board this 15 day of June 1998.

Lawrence Boitano  
President, Regency Woods Division IV Homeowners Association

Signed or attested before me.

Nancy Donkin Brown  
Notary Public in and for the State of Washington  
residing at Kent, WA  
My Appointment expires 2/16/99



