

New Rainier Vista HOA

**RULES AND REGULATIONS
and
COMMUNITY DESIGN STANDARDS**

Revision: July 2010

Board of Directors Approval: July 1st, 2010

TABLE OF CONTENTS

Article 1 INTRODUCTION	4
Article 2 OBJECTIVE	4
Article 3 SCOPE	5
Article 4 RULES AND REGULATIONS COMMITTEE	6
Article 5 RULES & REGULATIONS	6
Section 5.1 General Rules and Regulations	6
5.1.1 Maintenance by Owner	6
5.1.2 Restrictions on Parking/Storage	6
5.1.3 Nuisances	7
5.1.4 Moving	7
5.1.5 Waste Material and Trash Removal (dumping)	7
5.1.6 Pets	8
5.1.7 Signs	9
5.1.8 Renting and Leasing Restrictions	9
5.1.9 Business Use	12
5.1.10 Unsightly Conditions	12
5.1.11 Clothes Lines	12
5.1.12 Flag Poles	13
5.1.13 Fireworks	13
Section 5.2 City/County Ordinance Rules and Regulations	13
5.2.1 Common Drives (sidewalk usage)	13
5.2.2 Burning	13
5.2.3 Tree Preservations	13
5.2.4 Weapons	13
Article 6 ASSESSMENT PAYMENT AND COLLECTION POLICY	14
Section 6.1 Base Assessments	14
Section 6.2 Special Assessments/Specific Assessments	14
Section 6.3 Reserve Budget and Capital Contribution	14
Section 6.4 Responsibility for Implementation and Collection	14
Section 6.5 Remedies for Non-payment and/or Late payment of Assessments	15
Section 6.6 Collection Procedures - Past Due Accounts	16
Article 7 COMPLAINT PROCEDURE	16
Article 8 FINE SCHEDULE	18
Article 9 DESIGN STANDARDS	18
Section 9.1: DESIGN REVIEW CRITERIA AND REQUIREMENTS	21
9.1.1 Conformance with Covenants	21
9.1.2 Validity of Concept	21
9.1.3 Design Compatibility	21
9.1.4 Impact	21
9.1.5 Drainage	21
9.1.6 Scale	21

9.1.7 Color and Materials	21
9.1.8 Workmanship	21
SECTION 9.2: MAJOR EXTERIOR ALTERATIONS, ADDITIONS OR NEW STRUCTURES	22
9.2.1 Major exterior alterations or additions	22
9.2.2 Accessory structures	22
SECTION 9.3: DECKS	22
9.3.1 Modifications	22
9.3.2 Deck design	22
9.3.3 Related modifications	22
9.3.4 Visual Mitigation	22
9.3.5 Impact	22
9.3.6 Materials and Colors	23
9.3.7 Location	23
SECTION 9.4: PATIOS	23
9.4.1 Location	23
9.4.2 Materials and Colors	23
9.4.3 Grading/Drainage	23
SECTION 9.5: FENCES, TRELLISES, AND ARBORS	23
9.5.1 Front yard and Park/Corner lot fences	24
9.5.2 Privacy and alley fences	24
9.5.3 General fence guidelines	25
9.5.4 Trellises & Arbors	25
9.5.5 Recycling Container Enclosure	26
9.5.6 Wetland buffer fences	26
SECTION 9.6: STAIRS & RETAINING WALLS	26
SECTION 9.7: PLANTER BOXES	26
9.7.1 Size	26
9.7.2 Materials	26
9.7.3 Design	26
SECTION 9.8. LANDSCAPE PLANTING	26
SECTION 9.9: SATELLITE DISHES OR EXTERIOR ANTENNAS	27
9.9.1 Size and Location	27
9.9.2 Visual Mitigation	27
SECTION 9.10: SKYLIGHTS	27
SECTION 9.11: MISC	27
9.11.1 Basketball Standards	27
9.11.2 Mechanical Equipment	27
9.11.3 Sun Control Devices	27
9.11.4 Play Structures & Equipment	27
9.11.5 Art Pieces	27
Appendix A - RECYCLE CONTAINER SCREENING GUIDELINES	
Appendix B - APPLICATION FOR ADDITIONS AND/OR ALTERNATIONS TO PROPERTY	

ARTICLE 1 - INTRODUCTION

The New Rainier Vista Homeowners Association (HOA) is a non-profit corporation created for the purpose of providing for the maintenance, preservation and architectural control of the homes and common areas within New Rainier Vista and to promote the health, safety and welfare of the residents of New Rainier Vista. As dues-paying members of the New Rainier Vista (HOA), a resident benefits from the amenities that come with living in a master planned community. The New Rainier Vista HOA has been established not only to manage open space and common areas, but also to conserve and enhance the resources of the whole community.

One function of the HOA is to maintain the aesthetic quality of the homes in the community. This is performed through the Board of Directors, the Design Review Committee, and the Rules and Regulations Committee by providing guidelines, education and enforcement of the rules and regulations established by the New Rainier Vista HOA.

ARTICLE 2 – OBJECTIVE

This document is a guide for the members of the Board of Directors, the Design Review Committee, the Rules and Regulations Committee as well as the property owners in New Rainier Vista. These guidelines define the responsibilities of the New Rainier Vista HOA committees, and inform the members of the New Rainier Vista HOA about its rules and regulations.

The specific objectives of this document are:

For the Design Review Committee:

- A. To provide broad-based guidelines addressing the most common improvement applications that homeowners submit to the Architectural Control Committee. They are not all inclusive.
- B. To explain the guidelines used by the Design Review Committee.
- C. To set forth uniform guidelines to be followed by the Architectural Control Committee when receiving requests for changes and additions to property.
- D. To describe to the property owners the procedure to follow to request changes and additions on their property.

For the Rules and Regulations Committee:

- A. To explain the structure of the Rules and Regulations Committee and encourage participation of New Rainier Vista HOA members.
- B. To describe the procedure for registering complaints about violations of the rules and regulations,
- C. To set forth uniform guidelines for the Rules and Regulations Committee to follow when handling complaints.

- D. To describe the relationship between the Covenants, Conditions, and Restrictions and the Rules and Regulations Committee.

For the Property Owners:

- A. To understand the process to follow when requesting approval of improvements and changes to their property through the Design Review Committee.
- B. To understand what requires the Design Review Committee's approval.
- C. To understand the rules and regulations.
- D. To increase awareness and understanding of the Covenants, Conditions, and Restrictions for New Rainier Vista.
- E. To maintain and improve the quality of the living environment of New Rainier Vista.

ARTICLE 3 - SCOPE

The Board of Directors of the New Rainier Vista HOA is the governing body of the New Rainier Vista HOA.

Committees: All committees are appointed by and serve at the pleasure of the Board of Directors. Committees do not establish policy but make policy recommendations to the Board of Directors for approval. Any committee actions having a fiscal impact must be approved by the Board of Directors or Management, unless these expenditures were previously approved during the budget process. All committee members must be members of the New Rainier Vista HOA and in good standing.

The Design Review Committee reviews and approves or denies applications for alterations or improvements to homes in the New Rainier Vista HOA such as landscaping, fences, sheds or color changes. This committee implements the design review function of the Association.

The Rules and Regulations Committee, through the Board of Directors, provides periodic updates to the Rules and Regulations to provide guidance to homeowners in the conduct of their activities in the New Rainier Vista HOA and to assist with and ensure compliance with the CC&R's and Rules and Regulations of New Rainier Vista not specifically covered by the Design Review Guidelines.

Other committees not covered in this booklet include, but are not limited to: The Communications Committee directs the maintenance of the Association web site providing news and articles of information and interest to the residents of the New Rainier Vista HOA, as well as classified advertising.

ARTICLE 4 – RULES AND REGULATIONS COMMITTEE

The Rules and Regulations Committee of the New Rainier Vista HOA will consist of three voting members, all of who are New Rainier Vista HOA members, and who are appointed by the Board to serve a staggered two year term, which expires at the annual meeting.

The function of this committee is to review this document and recommend changes to the Board of Directors as necessary and to ensure compliance by the residents with the provisions of the CC&R's.

ARTICLE 5 – RULES AND REGULATIONS

The rules and regulations contained in this section have been adopted by the Board of Directors to assist the New Rainier Vista HOA residents in maintaining quality neighborhoods with high standards of yard and home maintenance and responsible resident behavior. These rules and regulations will be periodically revised and updated as requested by the Board of Directors and to be consistent with the CC&R's and Bylaws of the New Rainier Vista HOA.

The Board pursuant to CC&R Section 9.2 has adopted the following Rules and Regulations. The Rules and Regulations have the same force and effect as the Use Restrictions contained in the CC&R's and each homeowner should carefully review both documents. The Rules and Regulations shall treat all members of the New Rainier Vista HOA fairly and on a non-discriminatory basis.

These rules are divided into two categories; general rules dealing with matters of mutual concern to members of the New Rainier Vista HOA; and, rules dealing with homeowner actions involving city/county ordinances and requiring ACC approval.

SECTION 5.1 General Rules and Regulations

5.1.1 Maintenance By Owner: (CC&R 4.4)

Owners and occupants shall maintain their home and all structures (including the yard and landscaping, fences, the Home, and other improvements located thereon), consistent with Community Wide Standards and all applicable covenants.

5.1.2 Restrictions on Parking/Storage: (CC&R 9.6b)

No commercial vehicles (including but not limited to buses, boats, campers, trucks over two tons, mobile homes, motor homes, recreational vehicles and trailers of any description), or junk vehicles are to be parked at New Rainier Vista other than an enclosed garage. Junk vehicles shall be defined as any vehicle that is

inoperable, unlicensed, in a state of disrepair, or inadequately maintained. Violations shall subject such vehicles to public impound. at the expense and risk of the owner thereof.

Within an attached dwelling unit sub-association, no restricted vehicles (any trailer, boat, motor home, recreational vehicle, trucks over two tons, or any disabled or inoperable vehicle) shall park AT ANY TIME. Such vehicles shall be subject to public impound at the sole expense and risk of the Owner.

5.1.2 (a) Street Activity:

Streets in New Rainier Vista are public streets and are controlled by the City of Seattle. Parking is regulated by the Seattle Department of Transportation.

Vehicles parked in driveways shall not block or otherwise impede pedestrian traffic on the sidewalks.

Vehicles parked on the streets shall not block private driveways.

Parking is not allowed on the planting strips.

The streets at New Rainier Vista are designed for vehicular traffic. The following activities are not allowed: Skateboarding, rollerblading, scooter riding. Bicyclists are required to obey all traffic rules, including but not limited to the wearing of helmets and proper use of signals.

5.1.3 Nuisances:

Any activity which emits foul or obnoxious odors outside the unit or creates noise or other conditions which disturb the peace or threaten the safety of the occupants or their units is prohibited.

Nuisance is defined as the use of property or course of conduct that interferes with the legal rights of others by causing damage, annoyance or inconvenience. Residents and their friends, family and guests shall respect their neighbors' right to peaceful enjoyment of the residential dwelling unit and all common areas within the community.

Stereos, radios, TVs, musical instruments, etc., will be played at reasonable volumes in accordance with City of Seattle noise ordinance at all times. Reasonable means that the volume on the device does not excessively disturb others and should not carry beyond the confines of the unit.

5.1.4 Moving:

Moving into and out of a unit will take place between the hours of 9:00 a.m. and 8:00 p.m. ONLY, seven days a week.

5.1.5 Waste Materials, & Trash Removal: (Dumping)

No dumping of debris (including but not limited to, grass clippings and tree limbs) is permitted within New Rainier Vista. All trash, garbage, recycle containers and yard waste shall be kept in suitable covered containers and shall be stored out of sight from the common area except on trash collection days. Christmas trees must be disposed of or recycled properly.

5.1.6 Pets: (CC&R 9.5f)

Only common household pets are permitted. Common household pets are defined as dogs, cats, small indoor birds and fish. Rodents other than hamsters, gerbils, White rats or mice are not common household pets. Reptiles other than turtles or small lizards such as chameleons are not considered common household pets. In order to maintain a harmonious environment for all New Rainier Vista residents, pet owners shall be responsible for any and all offensive actions of their pets, including barking or other noises, running loose and waste deposits.

A responsible person must accompany domestic pets whenever they are off the owner's property within New Rainier Vista

All pets must be leashed whenever off the owner's property within New Rainier Vista.

Neither cats nor dogs shall be allowed to roam freely. The owner is responsible for cleaning up his/her pet's waste.

All pets shall be inoculated and licensed in accordance with applicable state and local laws. All cats or dogs shall be neutered or spayed, unless a veterinarian certifies that the spaying or neutering would be inappropriate or unnecessary (because of health, age, etc).

The Board of Directors shall have the right to order any person whose pet makes objectionable noise, endangers the health or safety of others, or constitutes a nuisance or inconvenience to the occupants of other units to remove such pet from the premises and/or assess the unit owner for any damages to common areas caused by the pet. If a pet owner fails to remove a pet. The Board may remove the pet.

Raising, breeding or keeping animals, livestock, or poultry of any kind is forbidden.

The Association is not assuming responsibility for enforcement of applicable governmental regulations. Any person observing a violation of leash laws, pet licensing requirements, or other rules adopted by a government agency should contact Seattle Animal Control at www.seattle.gov/animalshelter.

5.1.7 Signs: (CC&R 9.5)

Owners may display religious and holiday signs, symbols and decorations of the kinds normally displayed in or outside of residences located in residential neighborhoods.

Religious and holiday decorations and/or signs may be not be displayed more than 30 days prior to the event. Decorations and/or signs will be removed no later than two weeks after the event. Signs and/or symbols may not exceed dimensions of 18" by 24".

Political Campaign signage shall be permitted on privately owned property, with the following restrictions: (a) not more than three (3) political signs. (b) of not more than three (3) square feet placed on a lot or in a home (c) a maximum of four square feet if posted in the ground of a lot (d) of professional quality and design (e) not obstructing the line of sight of traffic signals or signage. "Political sign" means a sign which advocates for one particular candidate, political party or ballot measure. Political signs shall be placed no sooner than thirty (30) days before the date of a regular or special election. Political signs must be removed within three (3) days following the election. No signs can be placed on common facilities or grounds.

No sign, notice, advertisement or poster relating to any commercial enterprise (either profit or non-profit) will be displayed on the outside of any building, window or on the common elements except for signs indicating the presence of a security system. Garage sale and estate sale signs are prohibited in the common areas. Sandwich board type signs may be used on the day of the garage/estate/rummage sale at the residence having the sale and are to be removed at the end of the day's activity.

One professionally printed real estate "For Sale," "For Sale by Owner" or "For Rent" sign may be posted on a lot following industry standards for sign size. Flyer boxes are not permitted. Other types of "For Sale by Owner" or "For Lease/Rent" yard or window signs are not permitted. Open House sandwich boards and directional locator signs may only be used on the day of the open house for the duration of that day's showing. Owners are responsible for repairs or damage to the lawn or irrigation system related to sign installation.

Exceptions: signs used by the Declarant or Builder to advertise during the construction and sales period.

5.1.8 Renting and Leasing Restrictions: (CC&R 13.1)

5.1.8.1 Leasing Policy

The CC&Rs bar all owners from renting or leasing until one year after closing. This rule applies to builders and to all future buyers for one year after each subsequent resale. However, there is a technical exception to this rule to protect

mortgage lenders if they are forced to take title to the property after default. The goal is to create a quality community of 1) continuously occupied homes 2) with high standards of yard and home maintenance 3) with a sense of and opportunity for participation in community affairs, and 4) to maintain the value of neighboring homes.

The Board of Directors may grant hardship variances from the basic rule after a written petition if the applicant demonstrates that the above goals will be furthered. The Board shall consider all relevant facts and circumstances in making its decisions. The following examples of situations suitable for a hardship variance are for illustration only and do not limit the reasonable discretion of the Board.

1. An owner is transferred within the first year after closing but wants to retain ownership. The house has been well maintained and the owner hires a local property manager to insure proper maintenance. The owner intends to return.
2. An owner of six months is given a six months temporary assignment elsewhere and desires to lease their home for six months until their return. The applicant is an active community participant and exhibits pride of ownership.
3. An American military serviceperson overseas will be retiring in eight months and wants to buy now to establish a retirement destination. A relative will rent the house while supervising minor "fixup" projects (if needed) and the gradual shift of the owner's possessions from storage and other locations.

The Board may set conditions of approval appropriate for each situation. All rentals in the New Rainier Vista Homeowners Association, including those during the first year) shall comply with the following provisions:

5.1.8.2 Rental Provisions

A homeowner may be permitted to rent his/her unit during the second year after closing with written permission of the Board of Directors in accordance with the following provisions:

- A. No homeowner shall be allowed to rent more than one unit. A rental packet may be obtained from the Management Company.
- B. No more than 7.5% of the units may be leased at anyone time. If an Owner desires to lease their unit, after owning it more than one year, at a time when more than 7.5% of the units are being leased (including "hardship" leases), the owner may request that the Board place the unit on a "Wait List". The Board shall notify the owner who has been on the Wait List the longest period of time when the total number of units then being leased next drops below the 7.5% limit. If, within 90 days after receipt of Board approval to lease their Unit, an owner fails to submit to the Board a prospective tenant for approval, then that owner

may not thereafter lease their unit without again going through the Wait List process.

- C. The Board may collect delinquent (over 30 days) assessments directly from a tenant. Such payment will release the tenant's duty of payment of this portion to the Owner for rent.
- D. A written request for permission to rent during the first year after closing shall be submitted to and approved in writing by the Board of Directors of the New Rainier Vista Homeowners Association prior to lease commencement.
- E. Every 12 months, commencing on or about the date on which an approved lease commenced, the Board, acting reasonably, may determine that an owner of a leased unit or their tenant, has not materially complied with the CC&Rs or the Rules established by the Board from time to time (following 10 days notice and opportunity to cure). If the Board makes such a determination with respect to an owner or their tenant, then the Board shall notify that owner in writing of such determination, whereupon that owner may neither extend an existing lease nor re-lease their unit without first going through the Wait List process.
- F. In an effort to maintain harmony in neighborhoods, no lease shall be for a term of less than 12 months nor more than 24 months.
- G. The owner shall remain responsible for compliance with CC&R's.
- H. Before a lease of any unit shall become effective or a tenant occupies a unit, a copy of the fully signed lease shall be delivered to the Board, along with proof of owner and tenant insurance.
- I. Owner shall be readily available to receive notices and/or communications from the Board of Directors. Owners shall provide their current address as well as home and work phone numbers to the Board of Directors. Owner shall provide contact information for the tenant. Non-compliance of this provision is considered a violation and may generate a fine.
- J. Owner shall provide CC&R's to any renter(s) who shall acknowledge receipt and agreement to comply with the CC&R's as a provision of the rental agreement.
- K. If any tenant or occupant of a unit violates or permits the violation by his guest or invitees of any provisions of the CC&Rs or the bylaws or the Rules and Regulations governing New Rainier Vista and the Board determines that such violations have been repeated and that a prior notice to cease has been given. then the Board may give notice to the tenant or occupant and the owner of the unit to forthwith cease such violation; and if the violation is thereafter repeated, the Board shall have the authority, on behalf and at the expense of the owner to (a) evict the tenant or occupant if the owners fails to do so after notice from the Board and (b) suspend the owner's voting rights in the Association until the violation is remedied. Neither the Board nor any managing agent shall have any liability to Owner or the tenant or

occupant for any eviction made in good faith. The Association shall have a lien against the owner's unit for any costs incurred in connection with such eviction, including reasonable attorney's fees which may be collected and foreclosed by the Association in the same manner as assessments are collected and foreclosed under the CC&Rs.

- L. No unit may be rented to more than one family. A family meaning persons who are related by blood or marriage; an adult couple married or unmarried~ with or without dependent children, shall be construed to mean a family. The total number of occupants in any home should not exceed the number of bedrooms multiplied by two.

5.1.9 Business Use

Any business, trade, garage sale, moving sale, rummage sale, or similar activity is prohibited except that an Owner or occupant residing in the unit may conduct business activities within the Unit so long as:

- A. The existence or operation of the business activity is not apparent or detectable by sight sound, or smell from outside the Unit.
- B. The business activity conforms to all zoning requirements for the property.
- C. The business activity is consistent with the residential character of the property and does not constitute a nuisance or a hazardous or offensive use or threaten the security or safety of other residents, as may be determined in the sole discretion of the Board.
- D. Garage, moving or rummage sales or the like may be held by residents during the weekends during the month of June. Sales are limited to between the hours of 9:00 a.m. and 4:00 p.m., Saturday and Sunday only. Units wishing to have garage, moving or rummage sales must complete an information sheet and return same to the Management Company. Sandwich board type signs announcing the sale may be placed at the residence having the sale. No signage is permitted in the common areas. Sandwich board type signs are to be removed at the end of the day's activity. All other signage is prohibited.

5.1.10 Unsightly Conditions

No unsightly conditions shall be permitted to exist on any Lot. Unsightly conditions shall include but not be limited to: litter, trash, junk or other debris scattered or stacked around the living unit, inappropriate or damaged furniture and artificial plants, gear, equipment, toys, junk vehicles, ladders, wood, yard waste, garbage cans, recycle bins or other such items. Homeowners dumping or disposing of debris, trash, yard waste, etc. on undeveloped/unoccupied lots in New Rainier Vista will be fined.

5.1.11 Clotheslines

No clothes lines or other overhead wires or string shall be hung or affixed on or to any Lot.

5.1.12 Flagpoles

One permanent freestanding flag pole per dwelling unit is allowed. Homeowners are responsible for the installation and maintenance of said freestanding flag pole and same the line of sight of traffic, traffic signals or signage. One flag holder attached to the dwelling unit is allowed.

5.1.13 Fireworks

Use and discharge of firecrackers and other fireworks is prohibited.

SECTION 5.2 - City/County Ordinance Rules and Regulations

These rules have been developed in conjunction with city and county ordinances.

5.2.1 Common Drives (Sidewalk Usage)

Common drives, sidewalks and paths shall be used for normal traffic and no obstruction should be placed on them, including basketball stands or cones. Parking on the sidewalks within New Rainier Vista is not permitted.

5.2.2 Burning

No burning or incineration of trash, refuse or scrap of any kind is permitted within New Rainier Vista.

5.2.3 Tree Preservation

Certain trees on Lots 16, 17 and 18 in Block One and Lots 1 and 7 in Block 6 of New Rainier Vista have been designated as "Trees to Remain-For Sale areas" (the "Protected Trees") in a Tree Retention and Removal Plan dated July 15, 2002, copies of which may be obtained from SHA, the Association or City of Seattle DCLU. The Protected Trees may not be removed except as provided in the Tree Retention and Removal Plan. The Association shall have an easement over such Lots for the purpose of preserving, protecting and maintaining the Protected Trees for the benefits of all members of the Association and the public. The Association shall be responsible for the maintenance of the Protected Trees and the Owners of units and/or their guests containing Protected Trees shall not cut down, trim, prune, fertilize or otherwise interfere with the growth, maintenance or preservation of such trees. Owners are responsible for the activities of their guests and violation of this provision will result in an immediate fine consisting of the amount of money spent to treat damage to the tree together with an additional fine as may be determined by the HOA Board.

5.2.4 Weapons

Within New Rainier Vista I no firearms of any kind, including rifles, handguns, and 88 guns shall be discharged. No bows, slingshots or any other like weapon shall be used. No hunting shall be permitted.

ARTICLE 6 – ASSESSMENTS PAYMENT AND COLLECTION POLICY

The successful operation of the Homeowners Association for the benefit of all homeowners requires timely payment of assessments. The New Rainier Vista Homeowners Association Board of Directors (the Board) is charged with the responsibility of collecting assessments from Homeowners. The Board deems it to be in the best interests of the Association to adopt a policy regarding payment of assessments and dealing with delinquent accounts.

SECTION 6.1 - Base Assessments

Amount of base assessments: The amount of the base assessments will be computed as provided in sections 7.4 of CC&Rs.

Payment of base assessments: Base assessments are to be paid in advance on or before the first day of each month. A statement of general assessments owing will be mailed to each homeowner no less than 25 days prior to the first day of these months.

Commencement of assessments: Assessments for the balance of the then current period will begin on the first day of the month in which title conveyance documents are recorded.

Transfer of Account: When a Unit is resold, the seller or his/her agent must notify the Association in writing of the date of Closing and the name(s) of the buyer(s) within 7 calendar days after Closing. The assessment account will then be transferred to the new owner. The homeowner is personally responsible for payment of all assessments, whether or not the Unit is occupied, until ownership is transferred to a new owner.

SECTION 6.2 - Special Assessments/Specific Assessments

When levying any special assessment in accordance with Section 7.6 of the CC&Rs, or Specific Assessments in accordance with Section 7.7 of the CC&Rs, the Board will establish installment amounts and payment due dates. Pro-ration of prepayments and transfer of accounts will be handled as stated in the preceding sections. Special assessments and/or specific assessments will be reflected on the statement mailed to homeowners.

SECTION 6.3 - Reserve Budget and Capital Contribution

The Board shall annually prepare reserve budgets for both general and neighborhood purposes which take into account the number and nature of replaceable assets owned or maintained by the Association, the expected life of each asset, and the expected repair or replacement cost. These amounts shall be included in the base assessment.

SECTION 6.4 - Responsibility for Implementation and Collection

By contract with the Managing Agent selected by the Board, the Board assigns responsibility for billing, collection, and record keeping to the Managing Agent. The Managing Agent will report to the Board each month regarding the status of accounts.

SECTION 6.5 - Remedies for Non-Payment and/or Late Payment of Assessment

Interest: Interest of 12% per annum may be added on any unpaid assessment on the 30th day following the payment due date and each month thereafter until the assessment is paid in full. Payment of interest is secured by an automatic lien against title to the Owners property and is a personal debt obligation of the Owner in the same manner as assessments, per the CC&R's.

Delinquent balance charges:

1. A Late Charge of \$35.00 per billing period will be added to any assessment account that is delinquent as of the 15th day following the payment due date. Payment of delinquent balance fees is secured by an automatic lien against title to the Owners property and is a personal debt obligation of the Owner in the same manner as assessments, per the CC&R's.
2. An Administrative Notice charge of \$10 per billing (in addition to a Late Charge) will be added to any assessment account that receives a written notification of delinquency.

NSF checks: When a check is returned due to insufficient funds, the check will be re-deposited. However, a \$25.00 administrative fee will be charged to the account. Payment of NSF administrative fees is secured by an automatic lien against title to the Owners property and is a personal debt obligation in the same manner as assessments, per the CC&Rs.

Alternate payment plan: When the financial situation of a homeowner necessitates an alternate payment plan, a temporary monthly payment schedule may be approved by the Board. Homeowners are encouraged to contact the HOA Office prior to becoming delinquent. The amount of monthly payments in an Alternate Payment Plan will be established and approved by the Board. The Owner will be required to sign an agreement to make alternate payments as scheduled. Interest and late fees will continue to accrue until the account is current and additional fees may be charged in connection with the administration of the Alternate Payment Plan.

Legal action: Assessments constitute a personal debt, and the Association may, on an account delinquent 60 days or more turn the account over to an attorney or to a collection agency who may pursue any and all remedies authorized under the New Rainier Vista governing documents and applicable Washington law in recovering the delinquent assessments, plus interest, late charges, attorney's fees, and costs.

Lien: As specified in the CC&Rs, payment of assessments is secured by an automatic lien against title to the owner's property. The Association may record a Notice of Delinquent

Assessment against title to the Lot or Living Unit owned by the owner whose assessment account is delinquent.

Foreclosure: Non-payment of assessments, which include but are not limited to general and special assessments, may result in the foreclosure of the Association's automatic lien which may further result in a Sheriff's or Trustee's sale of the Lot or Living Unit owned by the owner whose assessment account is delinquent.

Homestead protection: Owners are hereby notified that the Homestead Protection provided by Chapter 6.13, Revised Code of Washington, shall not apply in the event of an execution or forced sale in satisfaction of judgments obtained on debts secured by the New Rainier Vista Homeowners Association's lien.

SECTION 6.6 – Collection Procedures - Past Due Accounts

Except where noted, the Managing Agent will, without further direction from the Board, implement collection action based generally on the following time-line.

# Days past Due	Action	Fee
15	Demand Letter from Managing Agent Administrative Notice of Delinquency	\$35.00
60	Assessment Collection Letter from Attorney	\$200.00 (estimate)
120	Notice of Assessment Lien prepared and recorded by Attorney	\$200.00 (estimate)
150	Follow-up collection as authorized by the Declaration and Washington law.	All attorney fees and costs

ARTICLE 7 – COMPLAINT PROCEDURE

Homeowners are encouraged to solve problems first among themselves whenever possible. If this is not possible, a complaint procedure has been designed to handle Association members' complaints regarding violations of the CC&R's and/or New Rainier Vista Homeowners Association's Rules and Regulations in a timely and efficient manner.

7.1 Register a Complaint

Complaints must be in writing and delivered either in person, by mail, or by email to the HOA Office. Anonymous complaints will not be acted upon. When the HOA receives a complaint, the Managing Agent shall investigate the complaint and make a determination if a violation of the Rules exists. In the event the Managing Agent finds a violation, the Managing Agent shall proceed under Section 7.2 below.

7.2 Administration of Violations

Following a finding by the Managing Agent that a violation exists, the Managing Agent and the Board shall give notices and impose fines pursuant to this Section 8. All fines shall be liens against the property of the homeowner committing the violation.

7.2.1 First Notice of Violation

If a violation of the CC&R's or the Rules and Regulations exists, a Notice of Violation letter shall be sent by regular or overnight mail to the homeowner's address and shall be deemed delivered if not returned to sender within seventy-two (72 hours). This letter will request compliance with the CC&R's and or Rules and Regulations within ten (10) calendar days of the date of the letter. The letter will also advise that the homeowner may request a hearing before the Board to dispute the violation by submitting a request for hearing in writing to the Property Manager within the ten (10) day period described above. This letter will also advise that a Second Notice of Violation will include a fine. If it is found that a modification project has been started or completed without DRC approval, a fine of \$500.00 is automatically assessed as a lien against the property.

7.2.2 Second Notice of Violation

If the violation continues past 10 days and no request for a hearing has been received, or a second violation with the same circumstances occurs within a one-year period, a Second Notice of Violation letter will be sent. A Second Notice of Violation will include a fine.

7.2.3 Board Review

If a homeowner requests a hearing by the Board upon receipt of the Notice of Violation, the Managing Agent shall set a date within thirty (30) days of receipt of the request. At the hearing, the homeowner shall present information showing that the alleged violations of the CC&R's and or the Rules and Regulations are inaccurate. The homeowner shall have the opportunity to present and cross examine witnesses. The Board shall give the homeowner a written decision either confirming or denying the requests of the homeowner regarding the alleged violation of the CC&R's and/or the Rules and Regulations. If the Board confirms the Managing Agent's determination that a violation still exists or if no hearing is requested and the violation continues beyond ten (10) calendar days after receipt by the homeowner of the letter, the Board shall authorize the Managing Agent to issue the Second Notice of Violation and a fine.

7.2.4 Lien Assessment

Any fine shall become a lien in favor of the Association and against the lot or living unit in question, arising in the same manner as liens under Section 7.8 of the Covenants; Conditions and Restrictions for New Rainier Vista HOA. Fines will be billed and collected in the same manner as New Rainier Vista HOA assessments. In the event the violation continues after a fine assessment; the Board will review the situation. The Board may, at that time, initiate legal

proceedings to enforce compliance and collection of fines or take action to correct the violation at the homeowner's expense.

ARTICLE 8 – FINE SCHEDULE

The Board of Directors is authorized to enforce timely assessment payments from owners, compliance with the New Rainier Vista Association CC&R's, these Rules & Regulations and any other policies enacted in accordance with the governing documents by assessing monetary penalties against owners, their guests, family, and renters who are in violation.

The following Fine Schedule has been adopted by the Board of Directors:

\$500.00	ACC Violation
\$ 30.00	CC&R or Rules Violation
\$ 30.00/day	Charged per day a violation continues after Second Notice of Violation.
\$25.00	Late Fee assessed on delinquent accounts 30 days past due
\$10.00	Administrative Notification Charge on each Delinquency Notice
\$25.00	NSF Check Fee

All unpaid fines are subject to Section 6.0 above.

Section 8.1 Appeal Process

Any owner receiving a fine who believes no violation occurred may submit a written explanation to the Association Office. The owner will be given an opportunity to be heard and no fine will be imposed until after the hearing.

ARTICLE 9 - DESIGN STANDARDS

INTRODUCTION

The Design Review Committee

The Design Review Committee (DRC) reviews and approves or denies proposed alterations or improvements to any New Rainier Vista (NRV) home or the homeowner's landscape. The DRC consists of members who are appointed by the Home Owner Association Board (Board).

This document provides requirements and guidance for both the DRC and homeowners. The requirements define the responsibilities of the homeowner. They are broad-based

and address the most common improvement applications that homeowners submit to the DRC. They are not all-inclusive.

One purpose of the Board is to maintain the aesthetic quality of homes. The Board has the right to review and approve or deny proposed alterations or improvements to any home. This power is vested in the DRC, which implements the design review responsibility of the Board. In cases of discontinuity between the CC&R's or HOA Board decisions and these Design Standards, the CC&R's or HOA Board decisions have precedence.

Covenants, Conditions & Restrictions

The NRV Covenants, Conditions & Restrictions (CC&R's) give the Board the authority for maintaining the quality of house design (Article 8.2) and maintenance of the common areas (Article 3.1). Each resident accepts the authority of the Board at the time they purchase a home in NRV. Every homeowner should receive a copy of the CC&R's, the Bylaws and the Rules and Regulations including these Design Standards on purchasing a home in NRV. Each homeowner is asked to take the time to become conversant with these documents.

What must have DRC approval

All buildings and structures such as fences, walls, rockeries, decks, patios, spas, swimming pools, sheds, and in some instances vegetation, to be installed, removed or altered (including color change) must be approved by the DRC. All exterior alterations or additions to property visible from any public street or other lot require prior written DRC approval. (Please refer to Article 8 of the CC&R's for details.) Details are provided in this document. For projects requiring it, failure to obtain approval by the DRC may result in enforcement action pursuant to Article 8.10 of the CC&Rs. Further specifics on violation penalties may be found in the Section 7 and Section 8 of this document.

What is exempt from DRC approval

A. Landscape plantings: annuals; ground cover and plants less than 5 feet high at maturity. The NRV landscape committee recommends using plants from “[The Plant List](#)” located at www.savingwater.org. Invasive plants are not permitted. Refer to Section 9.8, Landscaping, on scenarios that require a DRC application to be submitted.

B. Re-painting: Re-painting your home with the existing color scheme if no color changes are made.

C. Exterior lighting, doors, windows, siding and roofing: Replacement of these using the same style, color (and material) as existing.

Special Note – City Permits

In many cases, the City of Seattle requires permits for construction or alteration to property and landscaping. Individual homeowners are responsible for determining if the proposed construction or alteration requires City approval, and for gaining that approval before any work is begun. In the event that a permit is required, it's the homeowner's responsibility for providing evidence that a permit has been/will be obtained. DRC approval does not constitute an endorsement of any design specifications, engineering or conformity to relevant Code(s).

DRC APPLICATION

The application form is found at the end of this document in Appendix B. Additional information and the application form are also available at the [DRC section](#) of the Homeowner Association website: www.newrainiervista.com

A letter or e-mail approving or denying the proposal will be sent to the homeowner applicant after the review process is complete. If approved, the letter should be retained with your important homeowner documents. If the DRC denies an application, the applicant will be informed and may appeal in writing to the Board within 30 days of the original denial date. The Board will then have 30 days to review the application and come to a decision.

The homeowner's application should include:

A. Site plan: Submit a diagram of your property which shows any proposed alterations, including dimensions and distances from adjacent properties and houses. Setbacks should be identified. This may be a freehand drawing, but it must be accurate as to detail and appearance.

B. Materials & Colors: Descriptions and illustrations of the proposed materials and colors should be provided.

C. Drawings & Photographs: A representation of the proposed alteration in the form of manufacturer's literature, photographs, freehand or scale drawings is recommended to accompany the application. Detail provided should be consistent with the complexity of the proposal.

D. Acknowledgment of Neighbors: Applications need to include the signatures of adjacent homeowners who are affected by the proposed alteration. A signature is required for any major or minor exterior alteration, or as requested by the DRC. Each signature indicates that the neighbor was informed about the plans, but does not necessarily constitute agreement with the proposal.

E. Completion Date: An estimated completion date must be included on the application. If it turns out that an estimated completion date will not be feasible, then it is preferable to delay starting the project rather than having a project in progress for an

extended period of time. If an estimated completion date is considered unreasonable, the DRC may not approve the application.

GENERAL NOTE: It is recommended that a homeowner complete the design review process prior to purchasing any equipment for construction or completing a contract with a builder.

SECTION 9.1: DESIGN REVIEW CRITERIA AND REQUIREMENTS

Design decisions made by the DRC in reviewing applications are based on the following criteria and requirements as per the NRV CC&R's:

9.1.1 Conformance with Covenants:

All applications are reviewed to ensure the project conforms to the CC&R's and these Design Standards.

9.1.2 Validity of Concept:

The basic idea must be reasonable and in harmony with its surroundings.

9.1.3 Design Compatibility:

The proposed alterations must be compatible with the architectural characteristics of the applicant's house, adjoining houses and the neighborhood setting. Compatibility is defined as similarity in architectural style, quality of workmanship, similar use of materials, colors and construction details.

9.1.4 Impact:

The proposed alteration should relate favorably to the landscape, to the existing structure and to the neighborhood. Primary concerns include drainage, access, view, sunlight and ventilation. For example, a proposed deck may cast unwanted shadows on an adjacent patio or infringe on a neighbor's privacy. If changes in grade or other conditions affect drainage, these changes must be considered and accounted for so as not to adversely impact neighboring homes.

9.1.5 Drainage:

If changes in grade or other conditions affect drainage, these changes must be indicated. Appropriate plans, permits and a drainage study will be submitted indicating how drainage will be handled. Generally, alterations will not be approved if adjoining properties are adversely affected by changes in drainage.

9.1.6 Scale:

The size of the proposed alteration should blend favorably with adjacent structures and surroundings.

9.1.7 Color and Materials:

Components of an addition that are similar to the existing house, such as roofs, trim and siding, should match or use compatible materials and color.

9.1.8 Workmanship:

The quality of workmanship should be equal to or better than that of the surrounding area. Neither the DRC nor the Board assumes any responsibility for the safety or quality of new construction.

SECTION 9.2: MAJOR EXTERIOR ALTERATIONS, ADDITIONS OR NEW STRUCTURES

9.2.1 Major exterior alterations or additions:

These include but are not limited to solar panels, exterior lighting, home additions, modifications to exterior walls, garages, decks, porches or patios. Although specific site and design considerations will be evaluated by the DRC on their individual merits, all alterations must conform to the standards in Section 9.1.

9.2.2 Accessory structures:

These include but are not limited to greenhouses, storage sheds, etc. and must conform to the standards in Section 9.1. Any new proposed structure must be compatible with the original structure and shall not exceed 8 feet in height or 100 square feet in size. It may not be located in front of a home. It shall be placed no closer than 5 feet from the side property line and may be built up to the rear property line. Except in the case of a pet house, no more than one such structure is permitted per lot. Dog runs are not permitted.

SECTION 9.3: DECKS

A deck may have significant impact on the appearance of a house as well as on the privacy of neighbors. Impact is weighted heavily in the review of such applications. Decks must adhere to the standards in Section 9.1. Additional considerations for deck construction may include:

9.3.1 Modifications:

Modifications of an existing deck must provide continuity in details such as material, color, and railing/trim design;

9.3.2 Deck design

Overall should functionally relate to the house plan, and to window and door openings;

9.3.3 Related modifications

Approval of other exterior modifications related to the project (e.g. a new door location) is required as part of the deck application;

9.3.4 Visual Mitigation:

Cantilevering and/or plantings may be required to soften visual impact;

9.3.5 Impact:

Shadow patterns created by a deck are considered as they affect the use of outdoor space and plant materials;

9.3.6 Materials and Colors

These must be compatible with those of the applicant's house;

9.3.7 Location:

A proposed deck location other than in a back yard will be evaluated on the merits of the location.

SECTION 9.4: PATIOS

Patios provide a means for ground level extension of indoor space with less visual impact than elevated decks. When patio schemes include other exterior changes such as fencing, lights and planting, other appropriate sections of these guidelines should be consulted.

9.4.1 Location:

Patios may only be located in back and side yards.

9.4.2 Materials and Colors:

Materials should have natural appearance and weathering qualities such as wood, brick, stone and concrete.

9.4.3 Grading/Drainage:

If changes in grade are anticipated, they must be indicated on the application. Generally, approval will be denied if adjoining properties are adversely affected by changes in drainage. Any change in drainage requires submittal of a drainage plan, and evidence of all pertinent permits (see Section 9.1.5 of this document).

SECTION 9.5: FENCES, TRELLISES, AND ARBORS

Fences help to define semi-private and semi-public open spaces. They should enhance the adjacent streetscape, alleys or open spaces while establishing a home's identity. Fencing approval by the DRC does not constitute a warranty with regard to placement of fences and property lines.

Note:** Home Owners Association regulations require that all fences meet the requirements outlined in this section. Further, applications for all proposed new fences must be completed and submitted for review and approval by the DRC **prior to

purchasing materials and beginning construction/assembly If a fence design or location issue is not covered within this section, contact the DRC for further guidance.

There are two major fence types, which are categorized by location:

9.5.1 Front yard and Park/Corner lot fences

Front yard fences may be used to better define a home's semi-private and semi-public areas. These fences should be designed to encourage social interaction and to maintain visibility between the yard and the street or other public spaces. Front yard fences are not intended for privacy or to create a visual buffer. Access gates shall match character of the fence to which they are affixed and adhere to the same height and visibility requirements.

9.5.1.1 Locations:

- Front yards facing streets, parks, greenbelts, a public path or any other public area;
- Between adjacent front yards. Front yard fence type requirements shall continue to 5 feet behind front corner of home;
- Front yards on corner lots, with side yards adjacent to the street, park, public walkway or common area.

9.5.1.2 Height and transparency:

- Shall not exceed 36 inches in height. This includes the height of fences on top of low retaining walls.
- Must be 50 percent open overall.
- Fences should step or slope to match grade changes.
- Access gates shall match character and height of the fence to which they are affixed.

9.5.2 Privacy and alley fences

Privacy fences are typically used to delineate semi-private back yards and alleys. Their intent is to create a visual buffer separating one's back yard space from neighboring yards. Privacy fences are taller and less transparent than front yard fences. Access gates shall match the character of the fence to which they are affixed and adhere to height requirements.

9.5.2.1 Location:

- Between two adjacent back yards and on alleys.

9.5.2.2 Height and transparency:

- Shall not exceed 60 inches in height. Fences should step or slope to match grade changes.
- Spacing must create a minimum of 20% transparency.
- Privacy fences on top of retaining walls may not exceed 60" in combined total height above grade

9.5.2.3 Setbacks:

- Privacy fence standards may be applied beginning at a point 5 feet behind the front corner of the home and at any other point between rear yards of adjacent homes.
- A setback of 10 feet is required from the front corner of a home on corner lots when the privacy fence faces a street, park, public walkway or common area.

9.5.3 General fence guidelines

9.5.3.1 Designs:

Fences shall be designed with vertically oriented patterns within the “body of the fence” yet may include horizontal boards as top and bottom support members. Examples of some fence designs not permitted include: solid panel fences, woven strip fences, abutting board fences, close alternating board fences and other designs not consistent with the character of other fences in the community. Uniformity and appearance within a block or group of homes will be considered.

9.5.3.2 Hedges:

Hedges may serve as a fence if they meet other relevant fence and landscaping requirements. In general, such hedge plants must be evergreens and provide the same standard of transparency required of built fences in similar locations.

9.5.3.3 Materials:

- Wood, stained or painted (*If stained or left natural, tight knot cedar is the preferred wood type. Paint color must be specified.*).
- Ornamental metal.
- “Artificial wood” (fencing components made of recycled plastics) will be considered by the DRC, provided the material used is high-density polyethylene (HDPE), looks like wood, and contains no chlorides or arsenic.
- In **No** case are chain link fences acceptable.

9.5.3.4 Setbacks:

City-required setbacks are the homeowner's responsibility and fence setbacks must be mutually agreed upon with adjacent neighbors.

NOTE: All proposed materials shall be identified in the DRC application. It is recommended that a homeowner complete the Design Review process prior to purchasing any material for the proposed fence.

9.5.4 Trellises & Arbors:

A trellis or arbor may be used above a gate, one or more fence sections, or above the entrance to a front yard. They may not exceed 8 feet in height, and must be at least 80% open. The design and materials used should complement those of the adjoining fence.

9.5.5 Recycling Container Enclosure

Containers shall be kept out of sight within a garage or a screened enclosure. If a screened enclosure is incorporated into or derived from a fence design, the fence height requirement for that particular location may not fully screen the containers. The DRC may allow an exception for fence and/or enclosure height in order to fully screen the containers.

NOTE: Detailed requirements and options for screening recycling containers and for locating other containers are included as Appendix B of this document.

9.5.6 Wetland buffer fences

These SHA-installed fences, made of natural wood in a split-rail design, are located at the outer edges of protected wetland buffer areas. Even though a buffer fence abuts or encroaches upon a private yard, the fence may not be altered or modified by affected homeowners.

SECTION 9.6: STAIRS & RETAINING WALLS

Stairs and retaining walls will be reviewed by the DRC for compliance with the criteria outlined in Section 9.1. However, the responsibility for compliance with all applicable building codes and permitting requirements belong to the homeowner.

Wood will not be approved for retaining walls or on-ground steps or stairs.

SECTION 9.7: PLANTER BOXES

A homeowner may build planter boxes for the purpose of edible gardening. Following are planter box standards:

9.7.1 Size: No planter box wall or post may exceed 18 inches in height. No wall may exceed 8 feet in length;

9.7.2 Materials: the proposed box and material must be rigid enough to prevent bowing or warping;

9.7.3 Design: the proposed design should be unobtrusive and in keeping with any fencing or other design features of the yard and/or garden

SECTION 9.8. LANDSCAPE PLANTING

DRC approval is required for the following types of changes or additions:

- new landscape layout, of more than 30% of plant material in your yard;
- a significant change from the original landscaping (e.g. you have lawn but want a patio or deck, or you have flower beds but want a rockery, etc.);
- plant and/or landscape changes or additions which accompany paths, decks, patios or other added structures;
- plants more than 5 feet tall at maturity in all areas.

Invasive or rapidly-spreading plants (such as, but not limited to, running bamboo, ivy, and morning glory) will not be approved.

DRC approval is not required for replacement of a deceased plant with a plant similar in size and species, or for the addition of groundcovers, perennials and shrubs less than 5 feet tall at maturity.

SECTION 9.9: SATELLITE DISHES OR EXTERIOR ANTENNAS

Satellite dishes may not be located on an exterior façade facing a street.

9.1 Size and Location:

A maximum of two small (18 inches or less) satellite dishes and/or antennas may be mounted on or near the back of a home below the roof overhang, where it is least visible from the street, open space, or common area. If the dish and/or antenna cannot be placed at the rear of the house, the homeowner may, with a letter from the installer and an approval from the DRC, place the dish/antenna below the roof overhang and at least 15 feet from the front of the house. If this requirement cannot be met, the DRC will work with the homeowner to find a satisfactory location.

9.3 Visual Mitigation:

Exposed wires or cords shall be unobtrusively installed and painted to match the adjacent wall or trim.

SECTION 9.10: SKYLIGHTS

Skylights may be added to detached homes only and should be unobtrusive. Attached townhomes may not add skylights due to potential cost liability for any work which negatively impacts the roof within that row of homes.

SECTION 9.11: MISC

9.11.1 Basketball Standards:

A free-standing basketball structure is allowed in a driveway or alongside a home so long as it does not prevent parking in the garage or driveway. No backboard, hoop or other similar equipment shall be attached to any exterior wall or roof of a home. City of Seattle requirements prohibit placing portable standards on the sidewalk or in the street.

9.11.2 Mechanical Equipment (e.g. air conditioners, heat pumps, spas): Generally, no exterior mechanical installation may exceed 60 decibels to avoid disturbing neighbors. Applicants are asked to consider noise level of the device when operating at maximum capacity as a primary consideration.

9.11.2.1 AC units, heat pumps, spa equipment shall be located as inconspicuously as possible.

9.11.2.2 The proposed location, installation details, noise mitigation, size, location, and screening with lattice, fencing or landscaping must be included in the design review application.

9.11.2.3 Window-mounted air conditioners may only be installed from June 15th to September 15th, after which they must be removed and stored.

9.11.3 Sun Control Devices

Sun control devices include, but are not limited to, screenings and awnings. Any sun control device must be compatible with both the architectural character of the home and the neighborhood as a whole in terms of style, color, and material. The location of a sun control device should not adversely affect views, sunlight, or natural ventilation of adjacent properties.

9.11.4 Play Structures & Equipment:

Non-moveable play structures must not be located in any front yard or side yard.

9.11.5 Art Pieces

No sculpture, water features, or other art pieces may be located in a homeowner's front yard. Any such installation should be where it is unobtrusive to neighbors or passers-by.

Appendix B

RECYCLE CONTAINER SCREENING GUIDELINES 1/24/10

Recycle containers must be stored out of sight from the street or alley per NRV Rules and Regulations. **It is highly recommended and preferred for all recycle containers to be stored in homeowners' garages.**

Below are the recommended guidelines for screening, if the homeowner chooses to store recycle containers outside their garage. THESE GUIDELINES PERTAIN ONLY TO RECYCLE CONTAINERS.

Note that standard recycling containers measure 40" high x 28" x 28".

1. Fence Screens

- a. Independent fence screens (not tied into other fencing on property)
 - Minimum height of 42 inches
 - Minimum width of 30 inches
 - 20% open design per DRC fencing requirements
 - Other design features and materials must comply with current DRC guidelines for fencing with 20% transparency
 - Screen abuts the house or garage, parallel to street or alley (perpendicular to side wall of abutting building)
 - Locate between front and back of side wall of the building structure that the screen is abutting
- b. Fence screens attaching to or abutting existing or new fencing on property
 - Height must be same as fence being attached to or abutted and no lower than 36 inches
 - Minimum width of 30 inches for screen portion
 - Screening portion to be 20% open design; rest of fence per DRC requirements for fencing with 20% transparency
- c. If a homeowner chooses to use an existing back or side yard fence as a visual screen for their recycle container it does not need to be modified to the new rules provided the existing fence is at least 36" in height, at least 30" in width, and is between 50-20% transparent.
- d. An application to and approval from the DRC is necessary prior to a homeowner building a fence screen.**

2. Plant/Landscaping Screens

- Comprised of adequate number of plants to provide visual screen (may be only one plant if adequate screen is provided)
- Minimum height 42 inches at time of planting

- Minimum width 30 inches at time of planting
- Plant(s) **must be evergreen** and full enough to screen container(s) approximately as well as a 20% open fence.
- Plant(s) must be planted in ground
- Plant(s) abuts house or garage, parallel to street or alley (perpendicular to side wall of abutting building)
- Locate between front and back of side wall of the building structure that the screen is abutting
- **An application to and approval from the DRC is necessary prior to a homeowner planting/installing a plant screen**

Listed below by house type are acceptable locations for outdoor recycle container storage for which no screening is necessary (because these locations keep containers out of sight from the street or alley):

- Detached house with detached garage (Dwelling Co homes on 28th Ave S): Behind house or back side of garage
- Detached house with attached garage (Bennett homes on 28th & 29th S and on S Adams): Behind house
- Attached townhouses with detached garage (Dwelling Co homes on 28th Ave S and on Columbian; Riley homes on MLK): Behind garage (side of garage that faces house)
- Attached townhouses with attached garage (Bennett homes on 28th & 29th S and on Jill Pl): Inside garage
- Attached townhouses with no garage (3 Riley homes on MLK): Neatly aligned at end of parking pad closest to the home

Appendix C

**DESIGN REVIEW COMMITTEE
APPLICATION FOR ADDITIONS AND/OR ALTERNATIONS TO PROPERTY**

Please provide complete information. DRC members are available for any questions you might have.

Name: _____
Address: _____
Email: _____ **Phone:** _____
Alt. Phone: _____

Address of Proposed Work: _____

Project Details:

Please provide a description of your project, showing details of location, materials, installation, etc. Attach additional pages as needed. If there is insufficient detail to fully understand your proposal, your application will be returned to you for more information. **See the Submittal Requirements in this document for additional information.**

Please allow 30 days per CC&Rs for the DRC to review and respond to your application.

Estimated Start Date: _____ **Completion Date:** _____

Please obtain signatures from adjacent property owners and any other(s) who would be impacted by your project, indicating that they have been made aware of your plans.

Note to Property Owners:

Your signature does not constitute nor indicate approval or disapproval but only indicates that you have been made aware of the applicant's proposed project. If you have concerns with this application, please notify the DRC in writing within seven (7) days of your signature date. All correspondence will remain confidential.

Send all correspondence to:
Angelique Ashton
CWD Group, Inc.
2600 West Commodore Way, Suite 2
Seattle, Washington 98199
206-706-8000 telephone
DRCApplication@newrainiervista.com

Neighbors	Print Name	Address	Owner's Signature	Date
Left				
Right				
Across				
Rear				

Signature and Disclaimer:

I have read and acknowledge the CC&Rs and Design Guidelines that govern the procedure for undertaking any addition or alteration to my property.

Disclaimer of Liability or Warranty: The approval of plans and specifications by the Design Review Committee for New Rainier Vista applies only to the style, exterior finishes, appearance, and general location of the structures shown in such plans and specifications and shall not be relied upon as an approval or warranty regarding engineering and structural design, building or zoning code compliance, feasibility or marketability for any purpose, or compliance with applicable building ordinances, standards, or regulations. By approving the plans and specification, neither the Design Review Committee or the members thereof, the Association, the Board, nor the Declarant assumes any liability or responsibility therefore, or for any defect in any structure constructed there from, and said persons further specifically exclude from such approval any implied warranty of merchantability and fitness for any purpose.

By signing this document, the applicant confirms that no work will be started or completed on the project prior to DRC approval. In addition, if any work is done prior to approval, the homeowner is subject to a fine and/or removal of any completed work per Section 10 of the NRV Rules and Regulations.

Applicant's Signature: _____ **Date:** _____

DRC Response:

Approved

Approved with conditions

Not Approved

Request additional information

Comments:

Chairperson's Signature: _____
For DRC Use Only

Date: _____

Tracking Number / Name:

**Date
received:** ____

Date forwarded to DRC:

Date response forwarded to homeowner:
