

EXHIBIT "D"

COMMUNITY RULES AND REGULATIONS COVENANT ENFORCEMENT POLICY

The Declarant, on behalf of the Living at Bridges Homeowners Association ("Association") has adopted the following Rules for all Owners of Units in Living at Bridges (the "community"). They are intended to help preserve a pleasant, inviting and friendly community.

I. INTRODUCTION

These Rules & Regulations supplement the Declaration of Covenants, Conditions and Restrictions for the community ("Declaration"), the Association's Bylaws, and state statutes. They are designed to promote safety, well-being and the quiet enjoyment of the community by all owners. Please familiarize yourself with these Rules & Regulations. Terms used in this document are defined in the Declaration. In the event any conflict exists between the terms of the Rules and Regulations and the Bylaws, Declaration or state statutes, the Bylaws, Declaration and state statutes shall prevail.

All homeowners, tenants, and guests are subject to the Rules & Regulations. It is the responsibility of each homeowner to notify tenants and guests of these Rules. Homeowners are accountable to the Board of Directors for the actions of their tenants, guests and pets in complying with these Rules. Costs incurred in the enforcement of these Rules & Regulations and the Declaration shall be the responsibility of and be bore by the homeowner. A Schedule of Fines is included in this document.

The Rules & Regulations may be amended from time to time at the discretion of the Board. Any changes to the Rules & Regulations shall be disseminated to all owners and residents for a review prior to enactment, after which the Rules & Regulations shall be finalized, adopted, enforceable and binding. Owners are encouraged to contact the Association Manager for clarification or to discuss any matter related to the Governing Documents.

**OWNERS WHO LEASE THEIR HOMES MUST PROVIDE A COPY OF THE
DECLARATION AND THESE RULES & REGULATIONS TO THEIR TENANTS.**

II. MAINTENANCE AND CHANGES TO UNITS

The Architectural Control Committee (ACC) must approve all changes to the exterior of any Unit, both the residence and its yard. The Board has also adopted rules that regulate the manner in which the exterior appearances of the Units are maintained, replaced and repaired, and new improvements are constructed and added to the property. See Articles Four and Five of the Covenants for details. An ACC application for approval of construction, maintenance, replacement or repairs to the exterior of a Unit or its yard is available upon request. Send completed Applications to the ACC in care of the Association Manager.

THE FOLLOWING REQUIRE ACC APPROVAL *PRIOR* TO INITIATING ANY ACTION BY AN OWNER TO CONSTRUCT, MAINTAIN, REPLACE OR REPAIR:

• Fencing	• Shed	• Exterior color
• Deck	• Patio	• Impervious path or surface
• Hot tub or spa	• Siding/Shutters	• Change of paint color
• Dog run	• Covered patio and/or house addition	• Play structure
• Tree house	• Pool	• Landscaping
• Wall	• Hedge	• Trellis, arbor or gazebo
• Water feature	• Satellite Dish	• Clearing, grading and filling
• Awning	• Air conditioner	• Other buildings

NO OWNER MAY PAINT THE EXTERIOR OF THE HOME, OR REPLACE ANY OF THE SIDING OR TRIM ON THE EXTERIOR OF THE HOME, WITHOUT THE APPROVAL OF THE ACC OR THE ASSOCIATION, UNLESS THE SAME COLOR AND SIDING AS ORIGINALLY USED IN CONSTRUCTION OF THE HOME ARE APPLIED.

III. RULES AND REGULATIONS OF GENERAL APPLICATION

In addition to the requirements of the Use Restrictions attached to the Declaration, which are also incorporated as additional rules herein, the following rules of general application are hereby promulgated and may be enforced by the Association, in its discretion:

1 Business Activities. This is a residential community. You may conduct business activities inside your home ONLY if: (a) no one outside can tell there is a business operating inside the home, whether by sight, sound, smell or visitors, (b) the activity of the business conforms to all zoning requirements; (c) the business does not involve excessive visits to the home by clients, customers, suppliers or other business invitees; (d) the business does not involve door-to-door solicitation of other Owners; and (e) the business activity is consistent with the residential character of the community, and does not constitute a nuisance or a hazardous or offensive use of, or threaten the security or safety of other Owners. Any other business activity must be approved by the Association Manager and may require written approval of the Board. The Board has the sole discretion to decide whether any proposed business violates these rules.

2 Cleanliness. Outside areas of homes and the common elements are to be free of debris, unsightly or abandoned vehicles, litter, refuse, discarded personal effects, construction materials not immediately being used, noxious materials, trash, plant or grass clippings, hazardous waste and any other item that detracts from a neat, orderly and attractive appearance of the community.

3. Collection of Assessments and Fines. Assessments are due and payable when invoiced by the Association, by the date stated in the Association's notice of assessment. Payments not received by the Association or its Manager within 15 days of the date which they are due will incur a late fee. Interest at the rate of 12% per annum may also be assessed on delinquent assessments. Owner accounts that are 90 days delinquent may be turned over to an attorney or other entity to initiate lien proceedings at the owner's expense. Owner accounts that are delinquent 120 days may be subject to foreclosure. All costs, including attorney's fees, incurred to collect delinquent assessments shall be assessed to the delinquent owner. Unpaid assessments, including late fees, interest, fines, and attorney's fees, constitute an automatic lien against the delinquent Owner's unit.

4. Common Area Use. Common Areas, including parks and native growth protection areas, are for the use and enjoyment of all Owners. They are maintained by the Association. In consideration of neighbors, only quiet activities are allowed in the Common Areas after dark. You may not plant, prune or cut trees, shrubs or any other vegetation in the Common Areas. No personal items may be stored in the Common Areas. Open fires are not permitted. Pick up your trash; there is limited trash service for the Common Areas, so everyone must pick up their trash, especially pet waste. No one may allow animals to roam off-leash; provided, however, the Tracts may be designated by the Board of the Association for use as off-leash dog areas so long as (i) the dog(s) are under voice command; (ii) the dog(s) are non-aggressive; and (iii) all solid waste is removed by the Owner utilizing the Tract for such purposes.

5. Fences. You can only build fences, after approval by the ACC, in the styles noted in the Exhibit B, Fencing Details, of the Amended and Restated Declaration of CC&Rs. Please be a good neighbor by notifying your neighbors that you plan to build or alter a fence. Wood fences must be stained or finished with a clear or the pre-approved sealer within 3 months.

6. Garbage. Garbage containers and recycle bins are to be stored so as not to be seen from the street, except on garbage pick-up days. Garbage containers can be put out on the curb the night before pick-up day, and removed from the curb and again stored out of sight the evening of pick-up. Owners must ensure garbage containers are secure from overflowing or spills and to keep litter and debris picked up around their property at all times. Limited trash service is provided in the Common Areas; everyone must pick up their trash and pet waste and dispose of promptly. No disposal of trash or yard waste is permitted in the common and natural areas including the wetlands, trails, ponds, and protected areas.

7. General Community Standards. Basketball hoops must be on your Lot, not on the sidewalk, street, cul-de-sac, or alley. Clothes lines are not acceptable. No temporary structure, without prior ACC approval, and no storage of wood piles in view from the street. There is no discharge of firearms allowed in the community, and each Owner is responsible for the action of their guests. No bicycles, skateboards, or motorized vehicles are permitted on the grass, landscaped areas, or sport courts. All common drives, maintenance roads, paths, trails, and walkways are to remain open and not blocked at any time.

8. Holiday Decorations. Year-round or seasonal decorations are permitted provided they show good aesthetic judgment in line with standards of Living at Bridges community.

Holiday decorations may be displayed from two weeks prior and two weeks after the event.

9. Landscaping. The way your yard and Lot looks affects your neighbors as well as your own property. You are responsible for watering and fertilizing your yards, along with regular mowing, edging, and weed-control, as well as removing weeds in the driveway, gravel areas next to Lots, and curbs and sidewalks bordering your Lot. You must weed garden beds regularly, and keep the plantings trimmed and in good health. You must rake and clean leaves and storm debris within a reasonable time period, and ensure catch basins on your Lot are cleaned annually. Water runoff must be contained to each Owner's Lot. You may not store firewood, bicycles, toys, trash containers, equipment and other items in the front yard. Clean up pet waste promptly. No fruit and/or vegetable gardens are permitted in the front yard. Artificial turf is not permitted without pre-approval by the ACC.

The Boulevard Lots (along SE 293rd Way and SE 292nd Street) have special care standards outlined in the CC&Rs and are maintained by the Association. The Association maintains the following Lots by mowing, edging, irrigating, and applying weed-control to the lawns; raking garden beds; and pruning trees and bushes: Front yards- Lot 65-79, 165-182, and 202-215; Side yards- Lot 80, 90, 91, and 96 (outside of fence); Rear Yard- Lot 82 (outside of fence).

10. Noise. Quiet hours are between 10:00 p.m. and 8:00 a.m. Sunday through Thursday, and between midnight and 8:00 a.m. Friday and Saturday. Residents should be considerate of the privacy of their neighbors by controlling noise levels of musical instruments, stereos, televisions, car stereos and loud conversation at all times.

11. Nuisances. Offensive, noxious or illegal activities are prohibited. Such activities may be identified in a written warning given by the Board to an Owner. In the event that the Owner fails to remedy the condition deemed a nuisance by the Board within ten (10) days of the written notice (or fails to commence a cure of the condition, if the cure will reasonably require more than ten (10) days to complete), the continued nuisance may result in the imposition of a fine.

12. Parking. Resident parking is permitted in garages, driveways, and approved parking spaces; no parking is allowed on sidewalks, the apron of a driveway, lawns, or gravel adjacent to a Lot. **Overnight street parking is limited to occasional guests only.** Some of the streets within the community are private roads and are designated as fire lanes; they must remain clear for emergency access at all times. Any vehicle inoperable, unlicensed, and/or in disrepair cannot be stored in view from the exterior of any home for more than 72-hours. Commercial-type vehicles, campers, trailers, motor homes, or boats are prohibited from parking on any driveway or common parking space for more than 48 hours, and are limited to 14 cumulative days per year. Vehicles are not to be parked in such a manner that blocks line of sight, mailboxes, other vehicles, pedestrians, sidewalks, or routine trash collection. Major repairs to vehicles must occur inside the Owner's garage. Damage to driveways from oil spills or similar fluids must be cleaned promptly and not washed into the storm drains. Any vehicle in violation of the Rules and Regulations maybe towed at the owner's risk and expense after 24-hour notice of the violation.

13. Pets. Livestock and poultry are prohibited. No animals or reptiles shall be kept on the property, except that of household pets, provided they are not bred for commercial purposes. No more than two (2) dogs can be kept per Lot. Residents are responsible for repair or replacement of any property damage as a result of their own, their guests, tenants or pet's negligence. Pets are to be leashed and under direct owner's supervision at all times when outside, except in an Association designated off-lease area, if one is established. Owners are responsible for immediately removing pet waste from yards and common areas; failure to do so may incur fines, in addition to being reported to the Local Jurisdiction's Animal Control. Pet noise is to be kept to a minimum, and barking dogs or other noisy animals shall be reported to Animal Control prior to reporting to Association Management. The Board may cause removal of a pet that unreasonably disturbs or is a hazard to other residents.

14. Dog Park Rules. The off-leash dog park is intended to be used by Owners and Residents only, with the parking lot restricted to use by park goers. The gate to the dog park should be closed at all times, and park hours are from dawn to dusk. Dogs and pets are to be supervised at all times, and animal waste is to be picked up and disposed of immediately. The Owner of the pet is responsible for the pet's behavior, and liable for any damage caused by the pet in the dog park. Aggressive pets are prohibited from using the dog park when others are present.

15. Pollutants. No toxic substances or pollutants are to be released into the storm drains within the community (i.e. motor oil, antifreeze, paint, paint thinner, etc.).

16. Protection of Landscaping. Bicycles, skateboards and motorized vehicles are prohibited in the landscaping, whether in the Common Areas or in the landscaping in the Units maintained as Areas of Common Responsibility. In the event that Owners, their families or their guests damage any landscaping located in the Common Areas or the Areas of Common Responsibility, the Owner may be assessed fines by the Board, in addition to being held responsible for the cost of any repair(s) required. It is at the Board's discretion as to whether repairs are required, and how the repairs will be completed.

17. Rentals. A copy of all leases and rental agreements shall be provided to the Association prior to the beginning of a tenancy. Failure to do so may result in an Owner being fined per the Fine Schedule at the end of this document. Tenants who repeatedly do not comply with the Declaration, Bylaws or Rules & Regulations may be evicted by the Board after notice and an opportunity to be heard is provided to the Owner. Please find a Renter Authorization form at the end of this document, to be completed and submitted to the Association Manager prior to tenant occupancy.

As stated in the Declaration, rentals are required to be at-least one (1) year in length and must be no less than the whole Lot; subleasing or renting of rooms is not allowed. If there is a property manager hired by the Owner to assist in the leasing of the Lot, the Owner must also send notification of the authority of the manager to act on their behalf.

18. Satellite Dishes. Satellite dishes may be installed under the conditions described in this paragraph. Satellite dishes may not exceed twenty-four (24) inches in diameter.

Only one (1) satellite dish is allowed per single-family home. Satellite dishes must be installed as close to the ground as possible to avoid a structure impact to the neighbors. Units that abut major arterials or neighborhood collectors must install satellite dishes out of the line of sight from cars and pedestrians. Satellite dishes may be installed on fence posts, providing the satellite dish height does not exceed the fence height. Unit Owners understand that residential satellite dish installers are not typically licensed contractors. Installation of satellite dishes and cabling on the exterior buildings or roofs may cause leaks in building systems and void product warranties. Unit Owners are advised to carefully monitor installation of systems that could damage their home.

19. Signs. Only one sign, no more than 24"x24", advertising a home for sale or lease may be posted in your yard. Broker information boxes maybe placed on the signpost. Open house signs are permitted only on the day of and during the hours of the open house; owners are responsible for advising their real estate agent about the community's parking regulations during an open house. Home security signs less than one-foot square and reasonably discreet as determined by the Board, or as approved by rule, regulation, or resolution of the Board, are permitted. No business signs may be posted in your yard or visible from the street (unless approved in advance by the ACC). During political campaigns, you may post up to 3 signs from 30 days before the election to 5 days after. Hand-painted signs, or plastic signs with hand written words or numbers, are not permitted. All other signs are prohibited. Signs may not block streets or sidewalks or be posted in planting strips along the side of the road. No signs whatsoever may be posted in any Common Area or on mailboxes, unless pre-approved by the Association Manager. The Association Manager may remove any sign that violates this rule or other rules of the local jurisdiction.

20. Windows and Porches. You may use tailored curtains, blinds, shutters or drapes as inside window coverings. No house or garage windows may be covered with foil, sheets, newspapers or other such material. Any installation of security bars or storm/screen doors must be pre-approved by the ACC.

IV. ENFORCEMENT OF COVENANTS AND RULES

1. Voluntary Compliance. The primary way high community standards are preserved in the community is for everyone to voluntarily follow the Rules and be good neighbors. As a result, the Board should not have to take enforcement action often to restore compliance with the Rules and Covenants.

2. Board Authority. Occasionally some Owners will fail to comply with the Rules and the Covenants, so something more is needed to bring them into compliance. This Enforcement Policy ("Policy") is meant to guide the Board in acting to restore an Owner's compliance with the Rules and Covenants through a process that is fair, efficient and effective. The Covenants give the Board broad authority and a variety of tools to use in preserving and advancing the community-wide standards through enforcement of the governing documents. The Board is authorized to create rules, regulations, procedures and penalties, and may use its discretion to determine the manner in which enforcement is to be achieved.

The Board has a variety of means to assure that everyone follows the rules, including:

- Imposing fine(s);
- Taking action to cure the violation and charging the Owner for the cost of the work;
- Charging the Owner for all legal fees incurred by the Association;
- Preventing a contractor, agent, or others from continuing work;
- Requiring an Owner to pay the costs of removing the problem and restoring the condition of the property;
- Imposing a specific assessment or charge to cover the costs of repair;
- Filing a lien against the property; and/or
- Filing a lawsuit to get a court order requiring compliance, as well as a judgment for all damages, attorney's fees and costs incurred

3 Enforcement Procedures. The following procedures have been adopted by the Board to enforce the Covenants and Rules:

a. Discretion of Board. This Policy is a guideline for the Board and the Owners, describing the typical way the Association Manager and the Board may maintain compliance with the Covenants and Rules. The Board retains discretion to determine whether it will enforce against any violation, whether and the extent to which the Association will spend money, issue notices, impose fines or conduct hearings to seek compliance.

b. Identifying a Possible Violation. The community has primarily a complaint-based enforcement system. Possible violations may be identified by periodic inspections by the Association Manager or the Board, by an Owner's written complaint, or by other reasonably reliable means. The Association Manager and the Board have no obligation to perform inspections, but reserve the right to do so at their discretion.

c. Written Complaint. Owners are encouraged to take responsibility for the condition of the Association. Any Owner may bring a possible violation to the Board's attention through a written complaint preferably by e-mailing or faxing it to the Association Manager. The complaint must identify the property address or Owner, and must specifically describe the violation and date of the violation. Complaints may, but are not required to, be kept confidential.

d. "Three-Step" Approach and Fine Schedule. The Board may use a "three-step" approach for handling violations, unless a violation constitutes a health or safety hazard, according to the Board's sole discretion.

Step One: Written request to owner. After the first violation, the Association Manager will send or deliver a notice to the Owner at the property address, requesting voluntary restoration of compliance with the Covenant or Rule being violated.

Step Two. Second written request and notice of intent to fine. If the violation is not corrected, or a similar violation occurs again within a year, a second notice will be sent to the Owner advising that a fine of **\$50.00** may be imposed if the violation still continues.

Step Three -- Fines. If the Owner fails to correct the violation after sending of the second written notice, a **\$50.00** fine may be imposed. The Board may impose additional fines, with violations four through six doubling in amount per each occurrence, and subsequent violations after a sixth notice at \$100 each. An invoice showing the fines will be sent to the Owner.

In addition to imposing a fine, if appropriately based upon the nature of the violation, the Association Manager may issue a Stop Work Order to any person engaged in an unauthorized activity. An unauthorized activity is any activity which has not received the required prior written approval of the Board or the ACC.

A Stop Work Order shall include: the property's address; the unauthorized activity and the specific prior approval requirement being violated; direction that the unauthorized activity shall immediately cease; describe any additional sanctions to be imposed; confirm that the delivery of the Stop Work Order serves as a determination that a violation has occurred; and clarify that this determination is final unless it is appealed to the Board, in writing, to the within 10 days of the date that the Stop Work Order was issued. The Board shall have full authority to assess additional fines and finance charges should the work be continued, and can pursue legal remedies to remove the unauthorized work and recover costs associated with such remedy.

V. APPEALS PROCESS

The ruling of the board is binding. However, the homeowner may choose to pursue relief at their own expense. If a homeowner feels that a violation is not legitimate, or feels that clarification of the violation is necessary, they must submit an appeal in writing, within 48 hours of the date of the notice, to the Association Manager. When an appeal is presented, the appeal will be taken to a representative from the Board within 14-days of receipt. A ruling will be rendered at this time unless extenuating circumstances cause a delay, and the homeowner will be notified in writing of the outcome. If the ruling on the appeal is in favor of the homeowner, then a notice of resolution will be issued to the homeowner. If the ruling on the appeal is not in favor of the homeowner, they are subject to afore mentioned fine schedule. The time will begin to accrue again from the point at which it was suspended, upon official notice to the homeowner of the board's decision.

Appeals should be in writing and mailed or emailed to the Association Manager.

**LIVING AT BRIDGES
RENTER AUTHORIZATION FORM**

Owners Information

Owner's name: _____ Owner's Phone Number: _____

Lot#: _____ Property Address: _____

Owner's Mailing Address: _____

Owner's Email: _____

Privileges Waiver (to be completed by Owner)

As Owner of the property listed above, I waive my family's rights, and agree that we will forego usage of the Living at Bridges HOA amenities (common areas) and transfer these privileges to the renter listed below.

Owner Signature: _____ Date _____

Complete if applicable:

I have hired a property management company to assist in the renting of my house, I grant permission to the property management company to complete this form, and to communicate with the Association on my behalf.

Company Name: _____ Company Contact: _____

Company Address: _____

Contact Phone Number: _____ Contact Email: _____

Renter Acknowledgement (to be completed by renter)

As renter of the property listed above, the member of my household and I acknowledge that we have received the CC&Rs and Rules and Regulations for the Living at Bridges HOA. We agree to abide by the regulations contained in those documents.

Renter Name: _____

Renter Phone Number: _____

Renter email address: _____

Renter signature: _____ Date: _____

*Please Return To: Living at Bridges HOA
13036 SE Kent-Kangley RD #383
Kent, WA 98030-7965
www.LivingAtBridges.org
Voicemail: (253) 322-2122 Email: admin@myhoa-online.com*