



MAPLE GLEN  
Condominiums  
2709 – 2715 W. Maplewood Ave.  
Bellingham, WA 98225

## Maple Glen Owners' Association Rules & Regulations

These rules are supplemental to the Association's Declaration and Bylaws and are not designed to replace them but, rather, add to them by summarizing information and providing an easier way to obtain information.

Each Owner is required to comply with these rules and is responsible for the actions of their family members, guests and tenants. Non-compliance may result in fines and/or legal action if required.

### A. RESPONSIBILITY

1. **Compliance.** Each Owner shall comply strictly with the provisions of the Declaration, Bylaws and Rules and Regulations as the same may be lawfully amended from time to time, and with all decision of the Board adopted pursuant to the Bylaws and the Declaration.
2. **Notification of Sale of Unit.** Upon the conveyance of a Unit, the new Owner shall notify the Association of the date of the conveyance and submit the fully completed Owner/Tenant Information Form (See Appendix II).
3. **Leasing a Unit.** No Unit Owner shall be permitted to lease his/her Unit for hotel or transient purposes, which shall be defined as renting for a period less than six (6) months. Permission for shorter lease duration must be approved by the Board of Directors. Rental of a unit must be designated at the time of purchase as either owner occupied or "Retains the right to rent".
4. **Written Leases and Information.** All Leasing and Rental Agreements shall be in writing and be subject to the Declaration (Article 10.9, page 12.) The Owner must submit the following: the full name of the renter and/or all occupants of the Unit (Owner's family members included), the phone number of renter(s) and their emergency contacts, the automobile information including: the number of vehicles, vehicle license number, make and model of all automobiles. All items are required upon move in of the occupants and must be submitted to the Association Manager.

5. **Tenant's Obligations.** All tenants are required to abide by all Rules and Regulations adopted by the Maple Glen Owners' Association whether or not those rules were in effect at the time the Rental Agreement was commenced.
6. **Owner Responsible for Compliance by Tenant.** Any Owner who leases his/her Unit shall be responsible for assuring tenant compliance to the Declaration, Bylaws and Rules and Regulations set forth by the Maple Glen Owners' Association. The Owner shall be deemed to be in violation of said governing documents if default of compliance occurs within ten (10) days of written notice to Owner by Association.
7. **Moving.** The Owner will be held responsible for any damage caused to Common or Limited Common Elements including walls, railings, stairs and doors occurring when moving into or out of a Unit by either Owner, occupant or representative thereof. The Owner must notify the Management Company 14 days prior to their moving out or a tenant move out. There is a move in fee for all owners or their tenants of \$200.00.
8. **Damage.** Owners are financially responsible for damage done to any Common or Limited Common Element by themselves, pets, tenants, guests or representatives thereof including but not limited to damage to other units caused by water beds, hot water heaters, dishwashers, washing machines, aquariums and all other potential damage-causing items.
9. **Late/Unpaid Payments of Assessments.** Assessments are due and payable on the first day of each month. Late payments received after the 16<sup>th</sup> of each month will be assessed a \$25.00 late penalty charge.
10. **Insurance.** The Association's Master Insurance Policy affords coverage to the Common and Limited Common Elements. Coverage of furniture, personal property and personal liability is the responsibility of the Unit Owner. All requests for claims on the Association's insurance policy must be submitted to the Association Manager.
11. **Use of Unit.** The Unit shall be used only for those activities commonly conducted within a residential dwelling pursuant to Article 10 of the Declaration. No business activities other than those necessary for the operation of the Association or Management of the Condominium are permitted except as allowed pursuant to section 10.2.1 of the Declaration.
12. **Internal Flooring.** Any change in flooring materials that could affect the sound quality must be approved by the Board of Directors prior to installation.

## **B. EXTERNAL APPEARANCE**

1. **Exterior Appearance.** In order to preserve a uniform exterior appearance of the Buildings and the Common and Limited Common Elements visible to the public, the Board shall require and provide for the painting and other decorative finishes of aforementioned areas of the buildings. The Board will prescribe the type and color of such decorative finishes and may prohibit, require or regulate any modification or decoration of the aforementioned areas undertaken or proposed by any Owner without written Board approval.

2. **Awnings/Air Conditioning Units**. No projections shall be attached to outside walls of the buildings or to the exterior of the buildings without prior written permission from the Board of Directors.
3. **Satellite TV Antennas/Dishes**. Direct broadcast satellite TV antennas/dishes 1 meter or less (approximately 36") in size are allowed in the Unit's Limited Common Area only. C-Bank satellite dishes are subject to the same requirements. However, Owners are encouraged to use existing cable facilities.
4. **Common Element Alterations**. Except for an Owner's personal property, nothing shall be altered or constructed in or removed from the Common Element except upon the written consent of the Board and after procedures required herein or by law.
5. **Landscaping/Decorations**. No Owner shall decorate or landscape any entrance or planting area to his/her Unit except in accordance with standards established by the Board of Directors or specific plans approved in writing by the Board of Directors. **All decks shall be kept clean and free of litter, leaves, moss and other fungus growth.**
6. **Appearance**. No garments, rugs or other objects shall be hung from the windows or façade of the project or otherwise displayed in public view. All plant containers must have a water dish underneath to avoid dripping on the stairways, balcony decks, patios or windows below.
7. **Windows**. No foil or reflective material is permitted in windows. Temporary window coverings (sheets, blankets) are permitted for no longer than one (1) week (7days). Blinds and windows are the responsibility of the owner and must be maintained in good working order.
8. **Personal Possessions**. Personal possessions (patio chairs, toys, bikes, etc.) left on the grounds or in the Common Areas not picked up within one (1) week, will be disposed of at a cost to the Owner.
9. **Screen Doors**. The Board of Directors must approve screen and storm doors. Storm doors must remain closed and not left ajar. Closure and locking mechanisms shall be operable at all times.
10. **Signs**. No sign of any kind shall be displayed to the public view on or from any Unit or Common or Limited Common Element without the prior consent of the Board. For Sale or For Rent signs can be used and placed only in Unit windows and must not be larger than 18" high and 24" wide. No flyers of any kind are to be placed on cars or handed out or placed on Unit doors.
11. **Litter**. No litter or debris of any kind should be left on or thrown from balconies, patios, walkways or vehicles onto any Common Area.

## C. GARBAGE/RECYCLE

1. **Overview**. All garbage must be wrapped and placed inside the dumpsters. Cat litter and wet garbage must be securely wrapped. Items placed outside the dumpsters will **NOT** be picked up by the garbage service. **No household appliances or furniture are allowed in the dumpster area. It is the Owner's/Occupant's responsibility to remove all items not acceptable for regular garbage service. Items left outside the dumpster area will result in a fine and the incurred cost of disposal of the item(s) to the Unite Owner/Occupant.**
2. **Items Not Acceptable for Pick Up**. The garbage service provider **does not** accept the following:
  - a. Hazardous, toxic, radioactive or dangerous wastes, dead animals or hot ashes (hot ashes should never be placed in the dumpster). Examples of some types of common household hazardous waste include: paints, old gasoline, oil, solvents, antifreeze, asbestos (siding, shingles, floor adhesive, etc.), and pesticides/herbicides/other liquid chemicals.
  - b. Fluorescent lighting, including regular tubes, compact tubes of bulbs (CFL's), ballasts, High Intensity Discharge (HID) and UV lamps, and mercury-bearing devices contain mercury and cannot be placed in the garbage receptacles.
  - c. Many electronic products — like computers, TVs and telephones — contain parts that can be harmful to the environment and cannot be placed in the garbage receptacles.
3. **Recycle Containers**. Recycle bins are provided and each resident is encouraged to utilize them. (See also Appendix I, Recycle Guidelines)

## D. PETS/ANIMALS

1. **Size/Type**. Domestic household pets, such as dogs and cats, may be kept by the Owner subject to the requirements of the Declaration and the Rules and Regulations. Renters must obtain permission from the Owner to allow pets. Livestock, poultry, rabbits or other animals whatsoever shall **not** be allowed or kept in any part of the Condominium nor may any animal be bred or used therein for any commercial purposes.
2. **Damage/Sanitation**. Pet owners shall be responsible for any damage to landscaping or other Common or Limited Common areas caused by their pets or visiting pets. The Common and Limited Common Elements shall be free of any pet debris, including food and feces matter at all times. Owners/Occupants shall have their pets relieve themselves in the designated pet area located above the Visitor Parking area to prevent health hazards to residents and damage to landscaping and common areas. Pet feces must be securely wrapped and leak proof if deposited in the dumpster.
3. **Leash Law**. Maple Glen Condominiums are located within the City of Bellingham so the City's Leash Law applies. The Leash Law states that pets are to be kept on a leash at all times when outside.

4. **Confinement**. Pets shall be kept indoors except when accompanied by their owner. Owners shall exercise reasonable control over such pets when they are outside the Unit. Pets are not to be left alone in the Unit for more than 18 hours.
5. **Sanitary Conditions**. Every Owner and occupant shall at all times keep his/her Unit in a strictly clean and sanitary condition, free of rodents and pests, and observe all health and sanitation related laws, ordinances, rules and regulations, including kennel laws and animal control laws.
6. **Pet Food**. Food for pets is not to be left outside in any Common or Limited Common Element area.
7. **Complaints/Removal of Pets**. The Board may require the removal of any animal which the Board in the exercise of reasonable discretion finds disturbing other Owners and may exercise this authority for specific animals even though other animals are permitted to remain.
8. **Recommendation**. To minimize the potential of nuisance and to promote the health of resident pets, it is recommended that pet owners have their animals spayed and neutered.

E. **LIVING ENVIRONMENT**

1. **Noxious Activity**. Each Owner or any other person occupying a Unit shall be required to take any and all steps, measures and precautions as shall be necessary and sufficient to prevent any toxic or harmful substance, gas or liquid, from escaping the boundaries or confines of that Unit. Any failure to prevent such escape which either unreasonably annoys, injures or endangers the reasonable comfort, repose, health or safety of other persons lawfully within the condominium property or which is injurious to health or offensive to the senses so as to essentially interfere with the comfortable enjoyment of life shall constitute a nuisance which may be punishable by a fine and/or legal action under Article 20 of the Declaration.
2. **Smoking**. Smoking is prohibited throughout the condominium except for the interiors of the Units and the Limited Common Element decks and patios. **Cigarette butts are NOT to be disposed of in the Common or Limited Common Element areas.**
3. **Noise & Offensive or Illegal Activity**. Owners and occupants will exercise consideration for all residents when they have guests present and all other times. Activities in the Condominium (including your Unit and the surrounding and Parking lot areas) are not to disturb your neighbors. These activities include, but are not limited to, any illegal activity, high decibel use of musical instruments, sound systems, television/video systems, video game systems, late night operation of appliances and vacuums, and loud, late-night social gatherings. All outdoor activities and activities in the parking area should be carried on with similar due respect for other residents and their property.

Quiet Hours shall be:

10:00 PM to 8:00AM Sunday through Thursday

12:00 midnight to 9:00AM Friday and Saturday.

4. **Speed Limit**. The maximum speed limit driving through, in or out of the parking areas/driveway is **5 MPH**.
5. **Car Stereos**. The volume of car radios/stereos will be at a level as to not be heard or felt from the exterior of the vehicle once entering the property.

#### F. **PARKING/APPROVED VEHICLES**

1. **Assigned Spaces**. Only the Owner of an assigned space or his/her tenant is permitted to park in such space with a valid Parking Permit displayed in the window. All vehicles must be of a size to fit between the painted lines of the space and must be parked head in to the parking space. Vehicles improperly parked in an assigned space can be towed without warning at the vehicle owner's expense.
2. **Visitor Parking**. Visitor parking is for the use of Unit Owner's/Tenant's guests on a first-come first-served basis **for a maximum of 24 hours** and must display a Visitor Parking tag. Vehicles parked longer than 24 hours may be towed without notice at the vehicle owner's expense.
3. **Unapproved Vehicles**. Vehicles not approved for on-site include but are not limited to junk vehicles, large commercial vehicles, trailers, mobile homes, boats and large trucks.
4. **Inoperable Vehicles**. Inoperable or unregistered vehicles parking in any reserved or unassigned space will be towed away at the vehicle owner's expense.
5. **Repairs**. Only minor repairs that can be completed in a day are allowed on the premises.
6. **Spills/Stains**. It is the Owner's/Occupant's responsibility to clean up any oil spills, leaks and stains the Owner/Occupant and/or their guests and tenants are responsible for creating. If the offending party does not do so, in addition to any other remedies available to the Association, the cost of the cleanup may be assessed against the Owner.
7. **Registration/Identification**. Unit Owners and tenants are required to register their vehicles with the Board of Directors. Information should include owner's name, telephone number(s), description of vehicle (year, make and model) and license number. All vehicles must be properly licensed and operable or will be towed at owner's risk and expense.
8. **Disability Parking**. Only vehicles with government issued disability permits are allowed to park in the Disability Only spaces.
9. **Bicycles**. No bicycles shall be left or allowed to remain on the property overnight except within the confines of a Unit, in a designated bicycle rack or on the back patio or deck. Bicycles are not to be chained to stairwell landings or left in an inoperable condition while occupying a bicycle rack.

#### G. **SAFETY**

1. **Hazardous Substances.** Owners and tenants shall maintain or store in the Unit and Limited Common Elements (collectively "Premises") only such property, materials or substances that they may lawfully possess. No person shall improperly use or store within or release from the Premises any petroleum distillates, liquid or aromatic hydrocarbon acids, caustics, carcinogens, mutagens, heavy metals or any other inflammable, toxic, explosive, radioactive or other type of substance which may be hazardous to either the Premises or the health or safety of any lawful occupants of the Condominium Property or any adjacent properties and all such substances being known herein as Hazardous Substances.
2. **Electrical Appliances.** Washers, dryers, dishwashers, fans and all electrical appliances are to be turned off before leaving the Unit. Owners will be held responsible for any damage to other Units or Common or Limited Common areas caused by leaving electrical appliances turned on and unattended.
3. **Fireworks.** Absolutely no fireworks of any kind are to be discharged or stored anywhere on the premises. Violators will be fined and could be subject to prosecution for violating a City Ordinance.
4. **Landings/Stairs.** No personal belongings can be kept or left at any time on the shared landings and stairs.
5. **Heat.** From November through March (or any other time the outside temperature is below 40° F) all Units must leave the heat set at a minimum of 55° F and all cupboard, vanity and bathroom doors must be left open when the Unit is unoccupied.

#### H. **EMERGENCY NOTIFICATION**

Emergency situations should be reported by calling 911 or other authorities appropriate for the situation. In the event of a building emergency, please notify the Association Manager. Emergency instructions are provided 24 hours a day.

#### I. **COMPLAINTS/FINES**

1. **Complaints.** Complaints from homeowners will be handled in the following manner:

All complaints with the exception of improperly parked vehicles must be submitted in writing to the Association Manager; they must state the date(s), nature of the offense(s), Unit(s) involved and must be signed by the complaining homeowner. (See also Appendix III, Complaint Form)

The complaining homeowner and the alleged offender will be contacted by the Association Manager to discuss the matter. If the situation cannot be resolved to mutual satisfaction then a hearing will be held in accordance with the procedures outlined in the Bylaws.

2. **Schedule of fines.**

Until changed by resolution of the Board with the advice of counsel, the amount of any fine assessed by the Board shall not exceed \$200.00 for a single offense or \$10.00 per diem for any offense of a continuing nature.

First infraction:	Warning Letter
Second infraction:	\$25.00
Third infraction:	\$50.00
Fourth infraction:	\$100.00

Once imposed, a fine shall be treated as a Special Assessment against the Unit at which time the \$100.00 fine can be exceeded.

If fines are paid but the problem persists, legal action may be initiated.

**J. PERIODIC REVIEW**

The Rules and Regulations are reviewed periodically by the Board of Directors and are updated as necessary. Questions, comments and suggestions are welcome and should be presented in writing. Comments may be addressed to the Board c/o the Association Manager.



# Maple Glen Owners' Association Rules & Regulations

## Appendix I

### RECYCLE GUIDELINES

The following guidelines are published by the Sanitary Service Company. Contaminated loads cannot be recycled. If you see a mistake please inform the person nicely or correct the mistake yourself knowing you have made the world a better place.

- **Newspapers.** Clean newsprint, inserts and ads. **NO PLASTIC BAGS OR RUBBER BANDS.**
- **Mixed Papers.** Old magazines, catalogs, stationary, envelopes, computer, fax, copy and notebook paper, paper bags, labels and cartons (i.e. cereal or shoeboxes). Discard plastic liners and flatten. **NO PAPER TOWELS, PLATES OR NAPKINS, FOIL, TISSUE OR CARBON PAPER, WAX OR PLASTIC COATED PAPERS (i.e. milk, juice or frozen food cartons).**
- **Bottles.** Glass bottles and jars of all colors are accepted, as are labels and lids. **NO WINDOW GLASS, WINDSHIELDS, PYREX, LIGHT BULBS, MIRRORS OR CERAMICS.**
- **Plastic Bottles.** Bottles with necks only. All colors and numbers are accepted and labels are okay. No plastic toys, flower pots, wrap, film, bags, tableware, pipe or extrusions. Please flatten and dispose of caps.
- **Aluminum Cans, Tin Cans and Foil.** Remove labels and recycle with mixed paper. Rinse clean. Flatten all aluminum cans, tin cans and foil products. **No aerosol cans or oil filters.**
- **Cardboard.** Simply flatten boxes and put them in the dumpster. Be sure to remove all packing material. **Waxed boxes cannot be recycled.**
- **Scrap Metal.** Please contact Sanitary Service for instructions on scrap metal.
- **Hazardous Material.** Hazardous materials must be disposed of by the Unit Owner or tenant. (See also Rules and Regulations, G. 1, page 7.) **Call 738-1863 for disposal information.**

Appendix II

**Maple Glen Owners' Association**  
**Owner/Tenant Information Request**

Name(s) of Unit Owner: \_\_\_\_\_

Unit Address: \_\_\_\_\_ Closing Sale Date of Unit: \_\_\_\_\_

Mailing Address (if other than unit address): \_\_\_\_\_

Home Phone No. \_\_\_\_\_ Day/Work Phone No.: \_\_\_\_\_

Cell Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Occupation: \_\_\_\_\_ Employer: \_\_\_\_\_

Is your condominium Unit:  Principal Residence  Summer/Vacation Residence  Rental Unit

Number of people to occupy Unit: \_\_\_\_\_ Number of pets to occupy Unit: \_\_\_\_\_

Name(s) of Tenant(s): \_\_\_\_\_

Tenant(s) Home Phone No.: \_\_\_\_\_ Day/Work Phone No.: \_\_\_\_\_

Automobiles to be parked on site:

(1) \_\_\_\_\_  
Make                  Model                  Year                  License No.                  State

(2) \_\_\_\_\_  
Make                  Model                  Year                  License No.                  State

Emergency Contact Persons:

(1) \_\_\_\_\_  
Name    Phone Number    Relationship

(2) \_\_\_\_\_  
Name    Phone Number    Relationship

Are you willing to serve on the Association Board of Directors?  Yes  No

Are you willing to serve on a committee from time to time?  Yes  No

**Appendix III**  
**Complaint Form**

Date: \_\_\_\_\_

Dear Board of Directors:

As a Condominium Owner and Member in good standing, I, \_\_\_\_\_

\_\_\_\_\_ Printed Name Signature  
of \_\_\_\_\_  
\_\_\_\_\_ Owner/Unit Information

wish to lodge the following complaint against the following Owner and/or occupant:  
\_\_\_\_\_, at  
\_\_\_\_\_

Describe the complaint:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Have you discussed the complaint with Board member? Yes / No In person, email, note etc.?

\_\_\_\_\_  
\_\_\_\_\_

Please cite at least one example of a page, paragraph, and the governing document you believe is being violated along with a description of the cited CC&R, Bylaw or Rule. (Complaint Forms not citing a specific paragraph of violation may be returned to the Owner.)

Only complaints involving CC&R, Bylaw, or Rules violations can be addressed using this form. If you have a complaint which is not in violation of a specific governing document, you should contact the Board of Directors by way of the Association Manager: Best Real Estate Management, 1006 Harris Ave. Suite 220, Bellingham, WA 98225, 360.671.3536, fax 671-3468.

A) Page \_\_\_\_\_, Paragraph or Section \_\_\_\_\_ of the CC&R, Bylaws, and Rules  
Description: \_\_\_\_\_

B) Page \_\_\_\_\_, Paragraph or section \_\_\_\_\_ of the CC&R, Bylaws, and Rules  
Description: \_\_\_\_\_

For Board Use (numbered check boxes correspond with outlined steps above):

Date received: \_\_\_\_\_ by: \_\_\_\_\_ ( Violation Committee, Board,  
and Assn. Manager)

**Please return completed Appendix II and/or Appendix III forms to:**

Elite Association Management  
1313 E. Maple St. Suite 209  
Bellingham, WA 98225  
Phone: 360.685.4209 / fax: 360.685.4222  
E-mail: [judy4elitemanagement@gmail.com](mailto:judy4elitemanagement@gmail.com)