

# **Lake Chelan Shores Homeowners Association**

## **Rules and Regulations**

### **November 2022**

Lake Chelan Shores Homeowners Association (LCS HOA) is providing this pamphlet to the residents of Lake Chelan Shores as an introduction to Lake Chelan Shores and reference for the rule and regulations of our community now in effect. These are subject to change at any time by the LCS HOA Board of Directors ("Board"). Any changes will be published to the membership.

The following Rules & Regulations, (collectively the "Rules") have been adopted by the Board in accordance with the Covenants and By-Laws to not only protect the architectural integrity and harmony of the community, but also to promote the safety and welfare of the residents and to maintain an acceptable quality of life.

Wherever reference is made to the "common areas" it refers to the common areas and facilities as defined by the Declaration and Washington State law. Non-exclusive examples of common areas and facilities include the land, the foundations, supports, main walls, roofs, halls, corridors, lobbies, stairs, stairways, entrances and exits of the building, yards, gardens, parking areas, carports, walkways, roadway, swimming pools, beach, dock, tennis courts, administration buildings, storage spaces, apparatus and installations existing for common use, central services such as power, lights, gas, hot and cold water, and all other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in use. "Limited Common Areas" include those common areas and facilities reserved for use of certain units to the exclusion of other units and are still subject to regulation by the Board.

It should be remembered that the Rules do not replace the Covenants and By-Laws, which are the controlling governing documents for the LCS HOA and TSA. The Rules are a supplement to and intended to be consistent with the Covenants and By-Laws.

The Rules shall apply to all unit owners, and any reference to "unit owner" or "owner" includes their residents, family members, tenants, occupants, agents, visitors, employees and guests; and shall be enforced by the Board and Resort Staff. Violations of these Rules and Regulations, or other matters or concern, should be brought to the attention of the Resort Manager for resolution.

These Rules may be modified, repealed or amended at any time by a resolution of the Board of Directors when deemed necessary in the best interest of unit owners/residents and the community.

These Rules supersede any and all rules and regulations effective prior to the Effective Date.

**I. GENERAL RULES & REGULATIONS:**

These are general rules and regulations of the Association.

1. Common Areas: Except as set forth in this section, the lawns and walkways shall not be used for storage or parking in any way. No bicycles, toys, vehicles or other personal property shall obstruct entrance ways, walkways, parking or other common areas except that the following will be allowed in the waterfront area between the pathway and the rockery along the lake:
  - a. Beach umbrellas defined as a collapsible circular shade stretched over hinged ribs radiating from a central pole no greater than 7 feet 6 inches in height, 7 feet 6 inches in diameter and without grounding lines, ropes or sides.
  - b. Baby tents up to 36 inches high, 36 inches wide and 36 inches deep.

This means that, with the exception of umbrellas and baby tents, tarps; cabanas; pavilions; tents; sport-brellas; hammocks; or any other material mounted on supports are prohibited.

2. Limited Common Areas: Tents are not allowed on decks or patios.
3. Unlawful and Disturbing Noises/Practices: No Unit Owner shall make or permit any unreasonable noise that will disturb any other residents, or permit anything to be done which will interfere with the rights, comfort and convenience of other residents. Quiet hours are: 10 p.m. until 8 am daily. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuses or garbage shall be allowed to accumulate nor any fire hazard allowed to exist. No nuisance, as defined by applicable law, shall be allowed upon the Association property or within a Unit and no unlawful activities shall be allowed in a Unit or the common areas. Anyone intoxicated or causing any disturbance is subject to removal from the property.
4. Trash and Garbage: Trash and garbage shall be placed in sealed plastic bags. Trash receptacles are located in the carports. Littering is prohibited.
5. Play Areas: Play is permitted in designated areas (playground, basketball court, horse shoe area, volleyball and waterfront) only, provided such play is not of a nature that is destructive or potentially destructive of property. Also, such play or use should not violate the provisions of item 2. No skateboards, rollerblades, scooters or bicycles or wheeled toy are allowed on boat docks or permitted on Lake Chelan Shores tennis courts, basketball court or walkways except on the waterfront pathway. Proper personal protective gear is required at all times. Also such use should not violate the provision of item 2 above.
6. Motorized Recreational Vehicles: No motorized bikes, scooters, skateboards, All Terrain Vehicles (ATV) or any other motorized wheeled product not licensed to operate on public roads including, but not limited to, pocket bikes,

- 4 wheeler and 3 wheeler ATVs, will be allowed to operate on Lake Chelan Shores property.
7. Unmanned Aerial Vehicles: No Lake Chelan Shores' homeowner, timeshare owner, renter, or guest may operate unmanned aerial vehicles, unmanned aerial systems, remotely piloted aircraft or drones over Lake Chelan Shores' property.
  8. Barbequing: Cooking is permitted in the grill area near the basketball court and on the patio/deck of any owner's unit only. Unit owners accept total responsibility for the proper operation of barbeques. Gas (propane) and electric grills are the only type of grill permitted on the unit patio or deck. The Association and Management will not be held responsible for the preparation and final condition of food prepared on barbeques. Each unit owner is responsible for the cost to clean and/or repair any damage to building and property, including fire or smoke damage to exterior stucco and any damage caused by operation of barbeque.
  9. Open Flames: Except for barbecues as provided in item 6 immediately above and the Fire Pit installed by the LCS HOA near the basketball court, no open flame devices will be permitted at Lake Chelan Shores.
  10. Damage to Common Areas – Unit Owner Responsibility: Any damage to buildings, grounds, or other common areas or to equipment or facilities made available for the use of owners by any owner, tenant, guest, or family member or pet shall be repaired at the expense of the responsible unit owner. Unit owners are fully responsible for the actions of their tenants, occupants, family members, guests and pets, and shall be held accountable for any damage, including vandalism, done to the common property or other unit owners, by them or their tenants, family members or other guests.
  11. Signs, Notices, and Advertisements Prohibited: Signs, notices, advertisements, messages or symbols shall not be placed, inscribed, or exposed on any window, (except no smoking decal on the sliding glass door), or other exterior parts of unit, or on the common areas or be visible outside the owner's unit.
  12. Owner's Lounge: The owner's lounge is located on the third floor of the clubhouse. It is open and available to use during the operating hours of the clubhouse. A limit of 30 minutes is placed on the computer workstation if another owner/guest is waiting. Wi-Fi access is provided for free in the lounge. The wireless network is not secure and you use it at your own risk. Do not send sensitive information through this network. The staff is not able to provide technical assistance and the Association cannot guarantee that you will be able to make a wireless connection at any time. All users are expected to use the wireless access provided in the lounge in a legal and responsible manner. The room may, from time to time, be reserved, rented or set aside for special functions.
  13. Commercial Use: Use of Units, common areas or limited common areas for commercial purposes or any purposes other than personal residential use and enjoyment of the unit owners is expressly prohibited unless first approved by the Board. "Commercial purpose" shall not include rental activity by an Owner of their own unit.
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14. Storage of Dangerous Items: No flammable, combustible, or explosive fluid, chemical or substance, shall be kept in any Unit, Common Area or Limited Common Area except as are required for normal household use.
15. Employees/Agents Entry of Units: Employees or agents of the Association shall be permitted to enter Units for inspections, maintenance and repairs and replacement of common and limited common elements during reasonable hours.
16. Entry for Emergencies: In case of emergency originating in or threatening any Unit, regardless of whether or not the Unit Owner is present at the time of such emergency, the Board of Directors of the Homeowners Association, or Association Employee, or any other person authorized by them, shall have the right to enter such Unit for the purpose of remedying or abating the cause of such emergency.
17. Occupancy: Each unit has an occupancy limit that will be strictly enforced.
- Overnight Limits:
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|--------------------|-----------|
| Studio             | 2 Persons |
| One Bedroom        | 4 Persons |
| Two Bedroom        | 6 Persons |
| Two Bedroom + Loft | 8 Persons |
- Up to two children under the age of 8 may be added to the above limits and such right of the daytime unit occupancy limit is twice the maximum overnight limit. The unit occupancy must comply with the maximum overnight limit no later than 10 pm.
18. Use of Association Employees: Employees and/or Agents of the Association may not be utilized by an Owner for any work or service without prior approval by the Resort Manager following submission by the owner of a work request. The Owner will be billed at rates determined by the manager for any Owner requested work that takes more than fifteen minutes to perform. No Owner, shall direct, interfere with, supervise or in any manner attempt to assert any control over the employees or contractors of the Association in the performance of their work. Any requests, comments, complaints or concerns pertaining to the staff should be directed to the Resort Manager or the supervisor on duty. Comment cards are available in the Resort Clubhouse or communication can be sent to staff through the Association website at [www.lakechelanshores.com](http://www.lakechelanshores.com).
19. Patrol Officer: Unit Owners shall at all times lock and secure their unattended motor vehicles parked or located upon the Association Property, and they shall not leave any valuables within or upon such vehicles. The Association does not provide safe keeping for your vehicle and contents, and will not be responsible if your vehicle or contents are stolen or damaged. During their occupancy, Unit Owners shall at all times lock and secure all doors, windows, porches or other points of possible entry with respect to their Unit (except when any such point of entry is in use by Unit Owners or their guests or tenants).
20. Plumbing: Plumbing shall not be used of any other purpose than those for which it was constructed, and no sweepings, rubbish, other foreign substances, or hazardous substances shall be deposited into plumbing, waste lines, or

drains. The cost of any damage resulting from misuse shall be borne by the Unit owner.

21. Solicitation: There shall be no solicitation by any person anywhere on the Association Property for any purpose or cause, including, but not limited to, renting of other owner units, selling products for a commission, fee or profit, charity or purpose whatsoever, unless specifically authorized in writing by the Board of Directors of the Association or Resort Manager.
  22. Use: Use of the Units and the recreational facilities of the Association are limited solely to the personal use of the Unit Owners, their guests, renters or family members. Use of the Units or the recreational facilities for commercial purposes or any purposes other than the personal use allowed herein is expressly prohibited. No Unit Owner shall permit any use of a Unit or make or permit any use of the common Areas or Limited Common Areas that will increase the cost of insurance upon the Association Property. Owners must be present on property if they have guests using the facilities as day amenities and not in an overnight guest capacity.
  23. Lawful Use: No improper, offensive, or unlawful use shall be made of the Association Property or a Unit, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed.
  24. Smoking: Smoking, vaping and similar activities are prohibited except in designated areas at Lake Chelan Shores. This rule includes smoking, vaping and similar use of tobacco, marijuana or any other substance. Smoking, vaping or other use of illegal substances of all kinds is prohibited at Lake Chelan Shores under Rule 3 of these Rules.
  25. Attire: Appropriate attire is required while in Lake Chelan Shores Common Areas. Appropriate cover-ups and shirts are required when inside the clubhouse building.
  26. Fireworks: The use and discharge of fireworks and firearms is prohibited within the Lake Chelan Shores property.
  27. Water Supply Lines: All water supply lines and hot water tanks, air conditioners and heaters must be maintained by the Homeowner. Hot water tanks must be replaced every 10 years. The Homeowner is responsible for water or other damages caused by their appliances. Owner must comply with the Remodeling and Redecorating process when water heaters are to be replaced. Earthquake brace and water heater drain pans are required to be installed when water heaters are installed or replaced. Outside vendors must provide insurance information prior to the installation of the new heater (see section XIII. Remodeling and Redecorating).
  28. Storage Policy: All building storage closets not assigned to a specific unit or used by the HOA in its sole discretion, will remain unlocked and available for owners to use on a first come first served basis. No keys will be issued. Storage closets are for temporary use only at the owner's own risk. The association will not have any liability for any missing items.
  29. After Hours Phone Numbers: The staff at Lake Chelan Shores (LCS) is available during regular office hours. For the convenience of our owners and guests, we
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do provide an After-Hours number for emergencies only. In the event the After-Hours number is used for a non-emergency the owner or guest will be charged a \$50.00 reimbursement fee by the Homeowners Association (HOA) for the time it takes for an employee to come to the property after their shift. Being locked out due to an owner not having their key with them is not considered an emergency.

## II. **PARKING RULES AND REGULATIONS:**

1. **Permitted Access:** All vehicles entering the LCS property beyond the guard gate must have a current Lake Chelan Hills Pass, Lake Chelan Shores Owner Pass or temporary LCS guest pass visible through the vehicle front window. All vehicles parking on LCS property must display a valid LCS owner's pass or guest pass visible through the front window. From the beginning of Memorial Day Weekend to the end of Labor Day Weekend, only 2 vehicles per unit will be allowed to park past the gated area. All other guest vehicles must park in the overflow parking area. Chelan Hills' owners and guests must display a CMA parking pass when parked in the 4 designated CMA parking spaces midway along the drive to the boat launch.
  2. **Blocking of Designated Parking:** Blocking access to a designated parking space, especially carport spaces, is not permitted without permission of the front office. Vehicles violating this rule may be towed without notice and at the owner's expense.
  3. **Tandem Parking:** Tandem parking is not permitted at any time. Vehicles violating the parking rules may be towed without notice and at the owner's expense.
  4. **Registration Forms:** All non-owners, except immediate family of an owner with an owner's parking pass, must fill out a registration form and obtain a temporary pass prior to entering with an owner past the guard gate.
  5. **Designated Spaces:** Vehicles parked in designated unit parking spaces without proper parking passes, Unit owner's written consent, or parked in NO PARKING areas will be given a parking ticket stating to report to LCS office. The owner of the vehicle will be advised both on parking notice and by office staff if vehicle is not moved immediately, or if vehicle owner fails to report to office or move vehicle, the vehicle will be towed away at owners risk and expense. **This will be enforced and vehicles will be towed.**
  6. **Visitor Marked Parking Spaces:** Parking spaces labeled "Visitor" will have a 24 hour limit on parking. The vehicle must be moved within 24 hours.
  7. **Oversized Vehicles:** No motor homes, campers, trailers, boats, or other oversized vehicles shall be parked on the premises without the prior written consent of LCS which may be withheld in LCS's sole and absolute discretion. No boat, trailer or vehicle parked in a carport may extend beyond the edge of the concrete pad.
  8. **Vehicle Storage:** No vehicle shall be stored in any parking area except individual carports without the prior written consent of LCS. Overnight sleeping in any vehicle in the parking area is prohibited.
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### III. **BOAT PARKING:**

There is a limit of one space assigned per unit in the upper parking lot for boats and trailers. All spaces are reserved through the office on a temporary basis. Each boat trailer must have a parking pass (assigned by Management) attached to the tongue of the trailer. Owner/Guests must place provided blocks under the wheel of the trailer tongue in order to protect the parking surface and other boats at all times.

If a unit owner is using a boat/trailer parking space and a renter or guest of that unit is in need of a space, the guest or renter must purchase a rented space from the office. Boat and trailer parking spaces currently rent for \$20.00 per night (plus tax) subject to adjustment annually as determined by the board. All rentals are based on space availability and subject to management approval.

### IV. **BUOY USAGE RULES:**

1. **Buoy Use:** The buoys immediately in front of the complex are privately owned and are not considered part of the common property of the Association. Use of these buoys is not allowed without permission of the owner. Boats exceeding 26 ft. in length or 6,000 lbs. in weight are prohibited from using the buoys.
2. **Buoy Rental:** A limited number of buoys are available for rental through Owner / Guest Services. Advance reservations are required.
3. **Liability of Buoy Use:** Use of the buoys is done at your own risk. Lake Chelan Shores Homeowners Association assumes no liability in the use of buoys.
4. **Assigned Buoy Tags:** A buoy tag, provided by LCS, must be attached to boat or other watercraft while tied up to buoy.
5. **Unauthorized Buoy Use:** Boats or other watercraft tied to any buoy, without the consent of the owner or rented through LCS will be charged the daily rental rate charged by LCS as determined by the Resort Manager and the buoy owner and may be removed by LCS at the boat owner's risk and expense.

### V. **BOAT DOCK & RAMP USAGE:**

1. **Dock & Ramp Use:** The dock and ramp facilities are provided for the use of Owners/Guests/Renters at the user's own risk. The dock adjacent to the boat launch ramp is for launching and loading only. The large dock is for day use only. Watercraft tie up time is limited to 2 hours. Boats must be off the

day use dock by 10pm. Sudden weather changes can cause severe damage to boats as well as to the dock.

2. Dock Use – Boats: Boats are to be tied up to finger docks on the down lake side (left side of dock facing the water) and must dock with bow facing up lake.
3. Dock Use – Jet Skis and Personal Watercraft: Jet Skis and other Personal Watercraft are to be tied up to the up lake side (right side of dock facing the water) of dock only. No jet skis are allowed on down lake side finger docks or on beach areas.
4. Liability of Dock & Ramp Use: Use of the dock and ramp area is at your own risk.
5. Children in the Dock & Ramp Areas: Children (12 years or younger) must wear a life vest and not be left unattended.
6. No Diving: No diving off the dock, pier or pilings.
7. Dock Time Restrictions: All watercraft moored to the dock after 10:00pm are subject to removal at the Owner's expense and risk.
8. Watercraft Passes: All watercraft must display their assigned passes at all times.

#### VI. **BEACH AREAS:**

The beach area between the launch dock and finger dock is for the exclusive joint use of LCS and CMA owners, guests and renters. All other floating roped off beach and beach areas are for the exclusive use of Lake Chelan Shores' owners, guests and LCS registered renters at their own risk. Lake Chelan Shores Homeowner Association assumes no risk or liability for anyone using this or any other area of LCS property. Beverages may be consumed within the beach area, but absolutely NO GLASS, GLASS bottles or other GLASS containers shall be allowed within the beach area.

#### VII. **SWIMMING POOLS, TENNIS COURTS and OTHER FITNESS FACILITIES:**

1. Liability of Recreational Facilities Use: Unit Owners and authorized users of the lake, swimming pool, tennis court, and/or other fitness facilities do so at their own risk. All users are required to obey the posted rules. No alcoholic beverages may be consumed while using the recreational facilities except for the swimming pool areas. Alcoholic beverages may be consumed inside the pool enclosures on the concrete decking as long the person/people is/are not under the influence of alcohol and the beverages are not consumed while in the pool.. Children under fourteen (14) years of age using any swimming pool, the lake, tennis court, and or other available recreational facilities, except the fitness room, must be accompanied and supervised by a responsible adult over the age of eighteen (18).
2. Underage Children: Children under 16 years of age are prohibited from entering or using the equipment in the fitness room.



3. Swimming Hours: Swimming in the pool or the lake is permitted only during the posted hours of operation. Since the pool and the lake are not guarded, persons using these facilities do so at their own risk.
4. Swimming Rules: The following are the basic rules for persons using the swimming pool:
  - a. Pneumatic float or other items of similar nature are not permitted in Lake Chelan Shores' pools.
  - b. Pets are forbidden in all pool areas.
  - c. Running and/or ball playing or throwing objects is not permitted in the pool areas.
  - d. No diving or roughhousing in the pool area.
  - e. Beverages may be consumed within the pool area, but absolutely NO GLASS, GLASS bottles or other GLASS containers shall be allowed within the pool area. Anyone who hosts or participates in serving or consuming beverages will be held strictly responsible for cleaning up after such refreshments have been consumed and will further be held strictly liable for any injury resulting from broken glass or other items.
  - f. If suntan oils, creams or lotions are used, a towel or other form of protection must be placed on pool furniture to protect the attire of others who use the furniture.
  - g. Washington State Water Recreation Facilities regulation 246-26-131 section (5) subsection (a) VI and VII will be enforced, and signs posted stating: "All swimming, spa and wading pool facilities require anyone in diapers to wear approved protective coverings, including swim diapers, to prevent contamination. . ."
  - h. Reserving of pool chairs is prohibited. A towel left unattended on a pool chair for 30 minutes will be considered abandoned and others will be allowed to use the pool chair.
  - i. Entrance to the pool areas requires a key card. In accordance with local laws, the pool gates must remain closed and locked at all times.
  - j. Appropriate athletic footwear is required when using the Lake Chelan Shores Basketball Court, Racquetball Court, Tennis Court, Pickle ball Court and Fitness Room.

**VIII. PET RULES AND REGULATIONS:**

1. Dogs are no longer permitted at Lake Chelan Shores except as provided in IX below. Any unit owner's dog that was registered with Lake Chelan Shores and issued a dog tag prior to January 18th, 2022 will be grandfathered in. If you currently have a dog registered with Lake Chelan Shores that dog is permitted on the property for the life of the animal. No replacement or other dogs will be permitted at Lake Chelan Shores.
2. Only pets owned by a full-share LCS unit owner will be allowed on LCS property. There is a limit of two dogs per unit at any time. Timeshare and WorldMark unit owners, renters of any LCS unit and their guests, may not have

pets on LCS property or in the units at any time and will be required to immediately remove any pets from the unit and LCS property upon request of LCS staff except as set forth in (IX) below. Full-share unit owners that wish to bring their pet to LCS must, annually obtain a license from the animal control authority as per Chelan Municipal Code, provide a photo of the pet, provide current immunization records for the pet, and fill out and sign a PET AGREEMENT at the front office. The provisions of the Pet Agreement are incorporated into these rules.

3. All dog owners shall be required to pay a fee of \$200 per dog annually to receive and keep a dog tag to cover the extra expense that all dogs on the LCS grounds create. No more than 2 dogs may be registered by or be present on LCS property for any unit owner.
  4. All dogs must wear a LCS numbered dog tag and attached the laminated tag provided by the front desk to the leash when on LCS property.
  5. All dogs must be on a leash no longer than seven feet in length and under control by the owner.
  6. All owners of dogs must carry a plastic “doggie” bag at all times when outside of their unit on LCS property with a dog and pick up after the dog when it defecates.
  7. Except as noted in Section IX (Service Animals) below, no dogs will be allowed in the lake, on any grass areas on the lake side of the condominiums including the grass area between the lake and the asphalt walkway, pool areas, designated swimming areas, or the beach except that they will be allowed on a leash in non-designated swimming areas and to swim without a leash, with a full-share unit owner in attendance, prior to 8:00 AM from April 1st through October 1st and anytime from October 2nd through March 31st.
  8. Dogs on the LCS property without a valid LCS dog tag or not abiding by the City of Chelan ordinances will be turned over to Wenatchee Animal Control Authorities at Management’s discretion.
  9. Continued barking by dog(s) will not be tolerated. If there are complaints by other owners or guests, the dog owner will be required to remove the dog from the property.
  10. No exotic pets will be allowed on the premises in or outside of any units at any time. The determination of the Board or the Manager as to what is an “exotic pet” will be final.
  11. Unlike other violations, pet rule violations will not receive a warning letter. Violations will immediately result in fines. Fines for the first violation will be \$100, the second violation will be \$250, the third violation will result in the pet no longer being allowed on LCS property. These fines are in addition to any damage caused by the pet. Any damage caused by pets to grounds or other common areas, including, without limitation, dead grass spots or dead plants caused by dog urine or defecation, shall be repaired at the expense of the responsible unit owner. The determination of the responsible owner and the amount of the expense shall be in the sole discretion of the LCS Manager. The Manager shall also have the discretion to determine that a dog has caused damage after a warning to the unit
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owner and bar the dog from LCS property. The dog tag for that dog will be revoked.

IX. **SERVICE ANIMALS:**

Service Animal owners are required to complete the Service Animal Registration form to be allowed in LCS units or on LCS property as well as provide a picture of the animal for our records. A Service Animal is as defined by applicable state and federal law. Emotional and Comfort Animals do not qualify as Service Animals and are not allowed in LCS units or on LCS property. Service Animals and their owners must obey all rules listed above in section VIII, items 4, 5, 6, and 9.

X. **WILD ANIMALS AND WATER FOWL (DUCKS & GEESE):**

Feeding of wild animals and waterfowl (ducks and geese) is not permitted. Owners and guests who feed ducks and wild geese are encouraging the animals to remain on the property creating unsanitary conditions for owners and guests. These, as well as other wild animals, are protected by federal and state agencies. As per a City of Chelan Ordinance, feeding these animals is a criminal offense and subject to a fine.

XI. **OWNERS RENTAL POLICY:**

1. **Notice of Rental:** All owners must advise the LCS office when their unit is being rented or utilized by someone other than the owner of record and authorize the issue of a guest pass. Written notice must be received at least 48 hours prior to guest arrival. All guests must register at the office before entering property. Keys will not be issued to guests without the written permission of the legal owner of the unit. Keys will only be valid until 11:00 am on the day of departure.
2. **Rental Commission:** The Association will charge all owners who rent out their units other than through the LCS Owner Rental Program (ORP) a fee equivalent to 10% of the gross rent that would be charged if the unit was rented through the ORP or \$75.00 per turn, whichever is greater. If payment is not received within 30 days of the guests departure, the unit owner will be billed the appropriate amount. Late fees will be applied in accordance with Association By-Laws.

XII. **RENTAL AGENCY POLICY:**

1. **Rules and Policies:** All vendors, including rental companies or agencies and persons renting units for LCS owners, operating on LCS property or providing services to LCS owners and guests must comply with all LCS rules

relating to rentals, including, without limitation, payment of the fee described in XI. 2. above.

2. Licensed Operators: Persons and/or agencies renting property (owners units) will be required to operate within the same requirements as any vendor on LCS property.
3. License Requirements: Persons and/or companies or agencies will be required to comply with the following:
  - a. City of Chelan Business License
  - b. State of Washington Business License
  - c. Show proof of Liability Insurance, with rental companies or agencies and persons renting units for LCS owners, naming LCS as an additional insured.
  - d. Pay all designated cleaning and other fees and charges that apply to rentals at Lake Chelan Shores, including the 10% fee, or \$75.00 per turn fee whichever is greater, due from the unit owner.
4. Rental Fee: Owners renting their own units must still pay the cleaning fee and the 10% of the gross rent that would be charged if the unit was rented through the ORP or \$75.00 per turn, whichever is greater. Payments must be received within 30 days of departure.
5. Rental Agreement – Outside Agency: All rental agents are required to submit a current copy of the executed rental agreement between the Unit Owner and Rental Agent prior to renting the unit.
6. Names to be Submitted: Guest names must be submitted (on a form provided by LCS) a minimum of 48 hours prior to occupancy of the unit by the renter.
7. Unit Access: Unit keys and parking passes will not be issued to the guests until the proper forms are submitted to LCS. The forms can be found on the website, [www.lakechelanshores.com](http://www.lakechelanshores.com).

### XIII. **REMODELING AND REDOCORATING:**

The HOA/ has established the below guidelines for remodeling and redecorating projects.

#### **Home Owner Construction Process**

Prior to any unit remodeling project, all owners are required to complete and submit a Remodel Request Form to the Maintenance Committee (MC). The MC will provide an answer within 15 days of receiving the request. The purpose of the MC is to recommend to the Board of Directors in the area of matters pertaining to requests for modification to:

- The exterior of the building
- Flooring

- Any changes to the interior of a unit that will anyway touch or affect the pipes, duct work, utility lines or any other common or limited common element
- Unit interiors that may be visible from the exterior of the building
- Interior wall changes

If your Remodel Request is approved by the MC, it will only be in effect for the construction period identified in the request. .

### **Insurance Requirements**

Before the contractor or vendor can enter the property and begin work, the contractor or vendor shall provide Lake Chelan Shores HOA with a certificate of insurance evidencing the existence of valid and enforceable insurance policies as set forth in the subsections below. Each Certificate of Insurance must list Lake Chelan Shores HOA as additionally insured on a separate endorsement form.

1. Commercial General Liability, including personal and bodily injury liability, broad form property damage liability, and blanket contractual liability with a combined single limit of not less than one million dollars (\$1,000,000) each occurrence.
2. Labor & Industry insurance, including but not limited to coverage for the Contractors' employees, agents, subcontractors and volunteers, in statutory amounts and employers liability of not less than five hundred thousand dollars (\$500,000) per accident.
3. Automobile liability insurance for all owned, hired, non-owned or leased vehicles for bodily injury or property damage with combined single limit of not less than one million dollars (\$1,000,000) each occurrence.
4. All policies shall be specifically endorsed to provide that the coverage will be primary and that any insurance carried by Manager or the Associations shall be in excess and non-contributory and shall contain a waiver of subrogation in favor of said entities. All insurance required herein shall be issued by insurance companies authorized to do business in the state of Washington and shall have an AM Best Rating of at least an A-, and shall be specifically endorsed to provide that such coverage shall not be canceled or materially changed without at least thirty (30) days prior written notice to Manager.

Contractors and vendors shall hold Agent and Owner free and harmless from and against any and all liability to Contractor or third parties resulting from the loss of, or damage to property or equipment owned or rented by Contractor which is used, or contemplated for use, by Contractor in the

performance of the work, including liability caused in the part, but not exclusively, by the negligence of Agent or Owner, but excluding liability for any loss or damage to such property or equipment caused exclusively by Agent's or Owner's negligence.

### **HOA Construction Policies**

Prior to any work commencing, the following must be completed. Failure to comply with the following items will result in delay to the project.

- Schedule and attend a mandatory meeting with the Resort Manager at least one week in advance to review HOA policies Signed documentation that the General Contractor and on-site personnel understand the rules and regulations
- Approved set of plans and specifications signed off by both the owner and the MC or Management
- Copy of the building permits (if required) obtained from the city
- Copy of all Insurance requirements
- Project emergency contact list
- List of authorized contractors, subcontractors, etc.
- Detailed construction schedule
- A common area walk thru must be conducted noting existing damage before construction begins and at the conclusion of construction.

### **Contractor Rules and Regulations**

#### **Project Management**

1. Work Hours – Monday – Friday, 9:00am – 5:00pm. No weekend or holiday work is allowed.
2. Work Dates: if the remodel involves construction work that will cause noise that can be heard outside of the unit as determined in the sole discretion of the manager, the remodel will only be allowed during the low occupancy months of the year, October 1 through May 20.
3. Flooring: Carpet padding must be placed under all new carpet. For non-ground floor units, a sound insulating product must be used under hard surface flooring that meets or exceeds the following requirements; ASTM E492-09 Impact Sound Conduction: IIC 62 db. and ASTM E90-09 Airborne Sound Conduction: STC 62 db.
4. In the event of an emergency, the Maintenance Manager must be contacted and notified.

5. Dress Code – All persons providing services shall be properly and suitably attired at all times while at LCS. If management feels they are not suitably attired they will be asked to leave the project.
6. Registration – All workers must register with the front desk staff and obtain a vendor badge prior to working on-site. If a project is for an owner and inside an owner's condo, management will not provide access into the unit. Owners will have to be present and supply keys for the workers. If an Owner is not going to be present, written permission from the Owner to supply a key to the unit is required before a key will be given out to any contractor.
7. Parking – all workers are required to park in the designated parking area noted by the front desk staff at registration.
8. Keys – all owner are required to provide keys for all workers. For all HOA common space projects, necessary keys will be provided for workers through a check-in and out process.
9. Condo Protection
  - a. Carpet - all projects will require plastic coverage of the carpet areas prior to commencement of the project. Plastic can be kept in place overnight. Each week, the plastic will be replaced with new plastic for the next week.
  - b. Building Common Area – a walk thru will be conducted prior to work commencing in the building to identify any existing damage. Documentation will be taken and used for comparison at the end of the project.
  - c. Building Damages – The general contractor will be responsible for adequately protecting existing finishes in the space and in the surrounding common areas. If there is damage during the construction process, the general contractor will be responsible for repairs. All repairs must be signed off by management.
10. Job Site Rules
  - a. Noise- existing residents must be respected during the construction process. As a result, the following work is only allowed between the hours of 10am – 4pm: demolition, hammer drilling, core drilling, slab scraping, and any other work which may result in excessive noise or disturbance.
  - b. Smoking – there is absolutely no smoking on the job site or within the building or immediate grounds. Smoking is only allowed outdoors in designated areas.
  - c. Cleanup – all common areas must be cleaned on a daily basis. If the common areas are not kept clean, LCS reserves the right to hire an

outside cleaning company and will back charge the general contractor for the associated costs.

- d. Loitering – no loitering will be allowed in the common areas or outside on the property. Harassing pedestrians, residents or staff will not be tolerated. Workers are not allowed to use common space furniture or amenities. Restrooms are located in the lobby or the lower level of the club house.
11. Safety – the general contractor is responsible for managing the project in a safe manner meeting all of OSHA requirements. At a minimum, each project should have a fire extinguisher and a first aid kit available at all times. Contractor must at all times maintain safe working conditions providing a path of egress including temporary lighting and safety devices, all in accordance with governing codes and LCS management requirements.
12. Trash – all contractors are required to remove their own trash and/or provide their own waste dumpsters and may not use LCS dumpsters or recycle bins for their use.

#### XIV. **DECORATIVE ITEMS/WINDOW COVERINGS:**

All owners are tasked with the preservation and maintenance of Lake Chelan Shores. The following decorative item/window covering policies are in effect:

1. **Prohibited Stucco Penetration:** Do not (under any circumstances) penetrate or attach anything to the stucco, metal or glass surfaces on the buildings. This includes walls, decks, and all other exterior portions of the buildings.
2. **Exterior Decorations:** Do not install any flag poles, flags, thermometers, wind socks, sunshades or any other device to the exterior of the building (including the deck) without written permission from the Board or Resort Manager. An approved item list is available from the Owner/Guest Services Staff.
3. **Visible Decorations:** Do not install anything on glass surfaces, entry doors or any other area of the buildings.
4. **Potted Plants:** Do not plant any landscaping, or install any potted plants or planters without written Board approval. Only approved pots and living plants will be allowed. No artificial plants, vines or flowers will be allowed on decks, patios or other Limited Common or Common Areas.
5. **Electronics Prohibited:** Do not install any speakers, screens or other audio/visual devices outside the unit.
6. **Window Covering Color:** The exterior of all blinds and/or window coverings must be white or pearl in color.



7. Policy Violations: Any owner violating the Decorative Item Policy, in any way, is subject to paying all costs to remove the attachment, repair the surface, any future damage due to attachment, and will receive a fine as determined by the Board without a warning for a first offence.

XV. **HANGING OF ITEMS ON RAILINGS:**

The hanging of items, including bathing suits, clothing, towels, etc. from deck glass railings or any other unit railings is prohibited. Owners hanging personal items will be required to remove these items when asked by LCS staff.

XVI. **CURRENT ADDRESSES:**

It is the Unit Owner's sole responsibility to inform the Association of any address changes and/or new telephone contact information. The association will not remove or credit any fees or fines due the Association because correspondence has not been received.

XVII. **CHANGE IN OWNERSHIP:**

Unit Owners are considered responsible for all M& O Fees, adherence to the Covenants, By-Laws, Rules and Regulations and all other Association Policies & Guidelines until Management has received proper documentation of a change in ownership. It is the Unit Owners responsibility to provide the proper change in ownership documentation to the Association.

XVIII. **HOA COLLECTION POLICY:**

1. Payment Due Date: Payment of Association Maintenance & Operation Fees is due on the 1<sup>st</sup> of each month.
2. Late Fees: Payments are considered late and a late fee of \$20.00 is assessed if payment in full is not received by the 30<sup>th</sup> of the month.
3. Late Notices: First notice of late payment will be sent the next business day after the 30<sup>th</sup> of the month. If payment in full has not been received within 15 days of the postmark on the first notice a Final Notice of payment due will be mailed to the Unit Owner. Unit Owner will have 15 days from the postmark of the Final Notice to pay the account in full.

4. Final Notice: If not paid in full on the first business day after the Final Notice 15 day period, the Unit Owner account will be turned over to a collection agency for collection of monies due the Association unless the Board elects to utilize any other available collection remedy including foreclosure. All fees related to the collection of the account are the responsibility of the Unit Owner.
5. Payment in Advance: The Association reserves the right to skip the First Notice of Late Payment if the Unit Owner has a history of paying late. The Association can and will also invoke its right to accelerate payment of M&O Fees requiring Fees be paid for the remainder of the year. Requirement of a deposit may be enforced for future years if a Unit Owner has a history of paying late.

XIX. **MEMORIAL DAY POLICY:**

In order to protect the property, increase the enjoyment and safety of all Unit Owners and guests during the Memorial Day weekend and to address the serious, recurring difficulties experienced over Memorial Day weekends, including property damage, excessive alcohol use and rule violations, Lake Chelan Shores Resort ("**LCSR**") has adopted and will enforce the following rules:

1. Occupancy of the LCSR over Memorial Day weekend (Friday through Monday night) shall be limited to:
  - i. Unit Owners who are present and their guests;
  - ii. Children of Unit Owners (when children are over 21 years of age and have no prior history of causing problems at LCSR) and their guests, provided that
    - (i) no more than two persons between the ages of 14 to 25 shall be allowed to occupy the unit,
    - (ii) the LCSR occupancy and day visitor limits shall be followed, and
    - (iii) the children of the Unit Owners must sign an occupancy form allowing them and their guests to be removed from the property for conduct LCSR staff deems inappropriate; or
  - iii. Up to four guests of the Unit Owner who is not present so long as all of the guests are over 25 years of age with no prior history of causing problems at LCSR and sign an occupancy form allowing their removal from LCSR for conduct LCSR staff deem inappropriate.
  - iv. Tenants with a lease of rental agreement of 90 days or more.

2. If a Unit Owner will not be present and their guests or children will be occupying the unit, at least one week prior to Memorial Day weekend the Unit Owner must notify the LCSR Manager that occupancy will be pursuant to (ii) or (iii) above and the names and ages of all occupants. LCSR may prohibit occupancy of (ii) and (iii) if the proposed occupants have engaged in inappropriate activities at LCSR in the past. Unit Owners will be responsible for any problems or damage to property caused by their children or guests.
3. Rental of units for the Memorial Day weekend is not permitted whether through the LCS ORP, through other agencies or privately, except as set forth in 1. iv. above. This includes RCI and WorldMark units.
4. Unless known to staff, Unit Owners, adult guests and adult family members of Unit Owners will be required to show their picture IDs when checking in at the front desk.
5. There will be no exceptions to the above policy. Unit Owner must agree in writing to be responsible for all occupants' and guests' conduct and agree that LCSR staff will have the authority to evict the occupants or visitors to the unit if the Resort Manager determines that any of the occupants are causing any problems at LCSR.

**XX. FINES AND ENFORCEMENT:**

1. Grievance Procedure:
  - a. Notice of Rules Violation: If the Board, Resort Manager or an Occupant objects to the actions of another Occupant in violation of the Declaration, By-Laws or these Rules, the objecting party may first attempts to contact the offending party to make them aware of the objection. With no results after the first contact with the offending Occupant, or if the objecting Occupant elects not to make such contact directly, the person who believes a violation of the Declaration, By-Laws or these Rules exists may notify the Resort Manager. If finding such complaint credible, the Resort Manager after consultation with the President shall notify the reported offender as described in Section 6 a. below.
  - b. Form of Notice: Reports of violations to the Resort Manager shall be made in writing (including email) and shall include the relevant dates, time's alleged violations and circumstances as reported. The identification of the reporting person shall be kept confidential.
2. Fines / Collections: The Board may levy, assess, and collect reasonable fines and costs for violations of the Declaration, By-Laws or these Rules against Owners. Owners shall be liable for the fines assessed for the wrongful acts or omissions of all persons occupying such Owner's Unit.

The schedule of fines to be levied is as follows:

First (1 <sup>st</sup> ) notice of infraction	Warning letter, no fine
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Second (2 <sup>nd</sup> ) notice of infraction	\$250 fine
Third (3 <sup>rd</sup> ) and subsequent notices of infraction or of continuing infraction	\$500 fine plus \$100 per day for continuing infractions

3. Costs and Expenses: In addition to the above schedule of fines, Owners are responsible for the cost of repairing all damage, towing or property removal costs, and any legal fees or other costs incurred by the Association as a result of an infraction or to enforce the Declarations, By-Laws or these Rules or collect fines.
4. Payment: All fines are immediately due and payable and are subject to late fees and interest at the same rates as delinquent assessments if more than 15 days delinquent. Such amounts shall be invoiced on the owner's next quarterly assessment statement.
5. Rights Cumulative: The right to assess fines and collect costs under this article is in addition to any other rights and remedies the Association may have at law or under the Declarations, By-Laws or these Rules.
6. Board Procedure Notice and Opportunity for Hearing:
  - a. Notice Procedures: Upon receipt of credible information indicating a violation has occurred, the President shall take the following action:
    - i. On the first occurrence of any type of alleged violation, the President shall cause to be delivered a written notice, by any reasonable means (including email) to the last known address of the Owner responsible for the alleged violation indicating
      - (i) the nature of the alleged violation, and that
      - (ii) subsequent or continuing violations will result in the assessment of a fine.
    - ii. On the second occurrence (or if the first occurrence is continuing and remains uncured within a reasonable time) of any type of alleged violation, the president shall cause to be delivered a written notice, by any reasonable means (including email) to the last known address of the Owner responsible for the alleged violation indicating
      - (i) the nature of the alleged violation,
      - (ii) the date and circumstances of the first notice,
      - (iii) the amount of the fine assessed based on the above schedule of fines, and that such fine is immediately due and payable,
      - (iv) the subsequent or continuing violations will result in the assessment of an additional fine, and that,
      - (v) if the Owner disputes the alleged violation or contests the imposition of the fine, the Owner must send written notice of such dispute or

contest to the president and manager within 7 calendar days after the date the second notice was sent to the Owner.

- iii. On any subsequent occurrence (or if any prior occurrence is continuing and remains uncured within a reasonable time) of any type of alleged violation, the President shall cause to be delivered a written notice, by any reasonable means (including email), to the last known address of the Owner responsible for the alleged violation in substantial similar form to the second notice as described above adding the additional fines.
- b. Board Action: Any dispute or contest received in writing from an Owner within the required time set forth in Section 6, a, ii, v above shall be heard by the Board. Upon a majority vote, the Board shall have the authority to waive or reduce fines or make other findings it deems appropriate and consistent with these Rules in addressing and resolving such dispute or contest.
- c. Hearing Procedure: The Board shall convene a hearing no later than 30 days after receipt of any written notice of a dispute or contest timely submitted prior to such hearing, the Board shall engage in such fact finding and inquiry as it may deem appropriate, including issuing written request for information or requesting the presence of certain witnesses to attend the hearing. Each Board member should exercise reasonable discretion in determining whether to recuse them prior to hearing on a particular matter to ensure the hearing is conducted in a fair and impartial manner. A minimum of two Board members must be present to open any hearing. All hearings will be closed to the community and public, although the petitioning Owner(s) and Board members may invite a reasonable number of witnesses relevant to the matters at issue to attend the hearing and provide testimony. The hearing will be conducted in an information and non-adversarial manner according to any reasonable procedures established by the Board. After hearing all of the evidence and allowing the Owner to make his or her presentation, the Board shall caucus in closed session to make its determination by majority vote of those members present at the hearing. The Board's decision may be postponed for no more than 10 days after the date of the hearing for any purpose, including the gathering of additional information or permitting further deliberation. The Board shall provide a copy of its determination in writing to the Owner and the Board within 10 days after its decision, and may include any findings it deems appropriate and consent with these Rules. Such determination shall be delivered, by any reasonable means (include email), to the last known address of the Owner.