

RULES & REGULATIONS
HOMEOWNER REGISTRATION, NON-RESIDENT HOMEOWNERS,
AND LEASING/RENTAL OF HOMES/TENANTS
Candlewood Ridge/Carriage Wood Homeowners' Association

The Board of Directors has discussed the special issues posed by the need for the Association to have current contact information for Owners and adult residents/tenants residing in the community, residents' knowledge of and compliance with the Declaration of Covenants, Conditions, and Restrictions (the "Covenants"), and the provisions of other governing documents including Rules & Regulations and Policies. Experience and investigation have led to the conclusion that many Owners, and property managers or Owner agents, do not provide complete copies of the Association's governing documents to adult residents and/or prospective and actual tenants or inform them they exist and that the adult residents/tenants are subject to them. Additionally, the Owners do not always provide their own contact information or updates to that contact information to the Association. This causes confusing and inadvertent non-compliance by Owners and adult residents/tenants, and problems for the Association that might be otherwise easily avoided. Furthermore, some Owners do not inform the Association they are no longer living at their property, have other adults living at the property, or are renting out their house(s). As a result, the Association is not provided with any information about their property adult residents/tenants, so the Association has trouble in communicating with an Owner and/or adult residents/tenants about Association questions, issues, or notices of Association meetings or business.

In the interest of ensuring the Association has adequate information with which to communicate with Owners and their adult residents/tenants about Association issues, and to enhance the Association's ability to communicate regarding Owners' and adult residents'/tenants' compliance with the provisions within governing documents, the following Rule is adopted regarding Owners, non-resident Owners, Owners who rent out their homes, and the property adult residents/tenants.

Definitions:

"Owner" means any adult person (ages 18 or older) or entity holding title to a Lot as evidenced by the current deed on record by King County. Owners change over time and modification to ownership needs to be communicated to the Association within 30 days of recording a revised deed of any kind with the King County Recorder's Office. All Owners holding title to a Lot are automatically members of the Association.

"Non-Resident Owner" means any Owner who does not live at the property for a period of greater than 60 days in a twelve-month period.

"Tenant" means and includes any adult (ages 18 or older) lessee, renter, tenant, and all other adult non-Owner Occupants of a Lot, whether or not they are named on the lease. The tenant includes the individuals named within a lease, their family, and their guests.

“Resident” means any adult (ages 18 or older) who resides at the property for more than 60 days in a twelve-month period. A Resident may include an adult Related Party who occupies all or a portion of the Lot, whether or not rent is paid.

“Related Party” means a person who has been certified in a written document filed by Owners with the Association to be the parent, parent-in-law, sibling, sibling-in-law, parent’s sibling, or lineal descendant or ancestor of any of the foregoing persons, the officer or director of any Owner which is a corporation, the member of any Owner which is a limited liability company, the trustee or beneficiary of any Owner which is a trust, or the partner of any Owner which is a partnership. Notwithstanding the foregoing to the contrary, a person who is the settlor and trustee of a living trust that owns a Lot shall be deemed to be the Owner of the Lot for the purposes of these Rules.

“Guest” is who anyone who stays overnight in any Lot less than fourteen (14) days in any calendar month or less than sixty (60) days per twelve-month period. Anyone who stays more than fourteen (14) days in any calendar month or more than sixty (60) days in a twelve-month period is considered a Resident and/or Tenant of the Lot.

“Property Manager” means any individual or organization that represents the Owners for the purposes of managing the property, managing communication with residents/tenants, managing communication with the Association, and/or making payments on behalf of the Owners to the Association for dues, fees, and other charges. The Property Manager/Owner relationship should be supported by an Agency agreement between the Property Manager and the Owners and should be currently maintained and available to the Association upon request.

“Renting or Leasing” a Lot shall mean the granting of a right to use or occupy a Lot, for a specified term or indefinite term (with rent reserved on a periodic basis), in exchange for the payment of rent (that is, money, property or other goods or service of value); but shall not mean and include joint ownership of a Lot by means of joint tenancy, tenancy-in-common, or other forms of co-ownership.

“Contact Information” includes a valid USPS mailing address, current phone number, and a current email address. The Association maintains security of the information and does not share this information with third parties or organizations.

“Governing Documents” includes all current Covenants, Rules and Regulations, Policies, Bylaws, Articles of Incorporation, and any other published set of requirements for Association Members.

All Owners are subject to these Rules, including resident Owners, non-resident Owners, and Owners who rent or who are considering renting their home, including without limitation where an Owner’s Related Party occupies a home (whether or not rent is paid).

1. **Owners Responsibility.** All Owners remain primarily responsible and are accountable for their family’s, guests’, residents’, or tenants’ compliance with provisions, obligations, and requirement of the governing documents and Association policies. All Owners are required to complete a current Owner and Resident Registration Form upon purchasing the property that

details all Owners' Contact Information and to update the Association with new Contact Information when contact information or residency conditions change or when requested by the Association.

2. Required Lease Agreement Provisions. Owners may rent or lease their Lots to Tenants subject to the provisions in these Rules. All lease agreements must be in writing and must specifically include written provisions in the lease to be signed by and binding on tenant, their family members and their guests (hereafter collectively "tenant") essentially covering or providing for the following:

(a) tenant acknowledges being aware of the governing documents, found at www.crcwhoa.com;

(b) tenant understands and acknowledges that tenant and their family members and guests are fully subject to the Association's governing documents and must comply with them in all respects; and

(c) if tenant fails to comply with any provision of the governing documents, it will be considered a material breach or default of the lease agreement and be grounds for termination of the lease and eviction.

In the process of leasing a home to a tenant, the Owners or Property Manager will inform tenant that these provisions are contained in the lease agreement.

3. Governing Documents. At or before the time a lease agreement is signed between Owners and tenant, Owners or Property Manager will (at a minimum) provide a link to the Association web page, www.crcwhoa.com, explaining the existence of all Association Governing Documents, urging Tenant to read and follow them. All leases need to include the following statement within the body of the lease:

"The tenants, their family, and their guests agree to follow all CR/CW HOA governing documents found at www.crcwhoa.com or risk eviction."

If this statement is not in the current lease that is in existence at the time of adoption of this Rule, the Owners will be responsible for the negotiation of an amendment to all lease documents that references the current lease and is signed and dated by both the Owners and Tenants.

4. Resident Information Form. Non-Resident Owners will provide adult residents/tenants/resident-family information to the Association and will update the Association annually with this information by completion of the Association's annual Non-Resident Owner Registration form. Regardless of whether a lease agreement is signed, Owners not living at their home must provide to the Association in writing:

(a) Owners' correct USPS mailing address and a phone number at which they can be reached during the day, and their current email address;

(b) a copy of the entire lease agreement, if applicable;

- (c) the name of every adult (over the age of 18) residing in the home, including Related Parties;
- (d) phone numbers for the residents of the home; and
- (e) the residents' email addresses.

This Rule applies anytime a Tenant, Resident, or Related Party is occupying any part of the property but does not apply to short-term guests (under 14 days). This also applies to Owners who are leasing space in their homes while the Owners remains residing in another space of the home. Owners must fill out a Resident Information Form for any adult resident of the home who is not on title to the property.

5. **Subleasing and Unregistered Third Parties.** No subleasing by a family member, resident, or tenant to third parties is permitted. In other words, the only lawful occupants of Owners' house and property will be the actual family member, resident or tenant whose names are registered with the Association and/or appear on and who have signed the lease (and their immediate family members). Likewise, Owners will not permit their tenant(s), resident(s), or Family Member(s) to allow unrelated third persons to live in the house with tenant(s), resident(s), or Family Member(s); provided, however, that overnight stays of family or casual guests of tenant(s), resident(s), or Family Member(s) who are visiting on a very temporary basis (under 14 days) are permitted.

6. **Vacant Homes:** If a home becomes vacant for any reason, the Owners shall notify the Association of the vacant status of the property as well as providing non-resident contact information for the Owners. For the duration of the vacancy of the home, the Owners must provide a quarterly update to the Association regarding the status of the property and the Owners' intentions as to the vacant property (i.e., lease, sell, remain vacant).

7. **Failure to Comply.** In the event of non-compliance with the governing documents by an Owners' family, guest(s), resident(s), or tenant(s), the Association will provide written notice to the Owners of the non-compliance. Since Owners remains responsible for compliance with the Governing Documents requirements and restrictions and ensuring that their family, guests, residents, or tenants are complying, if a family member, guest, resident, or tenant fails to comply after appropriate written notices or request by the Association sent pursuant to its Rules or Policies, if any, or by law, fines may be imposed upon Owners pursuant to the applicable or appropriate Rule(s) of the Association.

8. **Violation Fines:** Violations of these Rental Rules & Regulations are subject to violation fines as follows:

- A one-time fine of \$400.00 will be assessed (after notice and opportunity to be heard) when a first violation of these Rules is noted by the Association, or if the Owners do not provide required information to the Association within 30 days after leasing of a home or a change in occupancy (including vacancy of a home).
- Thereafter, a fine of \$50/week will be assessed until the Owners complies with these Rental Rules & Regulations.

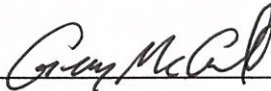
DATED AND ADOPTED this 16th day of August, 2022.

CANDLEWOOD RIDGE/CARRIAGE WOOD
HOMEOWNERS' ASSOCIATION


BOARD OF DIRECTORS

Revised Non-Resident Homeowner/Rental Rules and Regulations

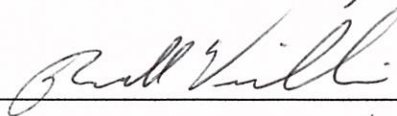
-- Adoption date: 16 August 2022.

 signed 9/20/22

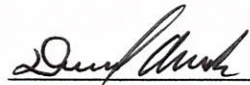
Print name: George McMill



Print name: Ian Ludwig signed 9/20/22



Print name: RANDALL VERMILLION 9/20/22



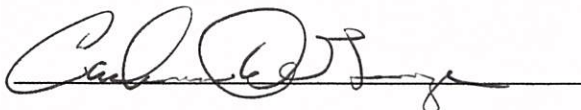
Print name: David Clark 9/20/2022



Print name: Dawna Hart

AUCIA FOLLETTE

Print name: AUCIA FOLLETTE



CATHERINE D. GEORGE signed 9/20/22