

# **GAS LAMP TERRACES HOMEOWNER'S ASSOCIATION**

## **GOOD NEIGHBOR POLICY**

**(RULES & REGULATIONS)**

**AMENDED AND RESTATED (EFFECTIVE):**

**February 1, 2018**



## **FOREWORD**

The underlying philosophy of the Gas Lamp Terrace Homeowner's Association Good Neighbor Policy is COMMUNITY LIVING. Positive communication with your neighbors is the best solution to many problems. The enforcement procedures contained within should only be used as a last resort after all attempts have been made by the parties involved to resolve the issue. Your help in seeing that the provisions of this booklet are carried out is welcomed and appreciated. Leaving the enforcement of this Good Neighbor Policy to others places an unfair burden on them. All residents must share in this responsibility.

## TABLE OF CONTENTS

### ARTICLE 1: ENFORCEMENT PROCEDURES

1) General	4
2) Complaint Procedures	4
3) Enforcement Procedures on Violations of Rules	4
4) Enforcement	5
5) Enforcement Expenses	6
6) Rejection of Complaints	6

### ARTICLE 2: ASSESSMENTS AND COLLECTIONS

1) Delinquent Assessments	6
2) Late Charges	7
3) Collection Expense	7
4) Waiver of Collection Procedures	7

### ARTICLE 3: GENERAL RULES

1) Responsibilities of Gas Lamp Terraces Members	7
2) Residential Use Only	7
3) Excessive Sound, Noise and Activities	7
4) Appearance Responsibilities	8
5) Decks/Lanais/Patios	8
6) Maintenance/Modification of Units	9
7) Garbage, Debris & Refuse	10
8) Moving In and Out of a Lot	10
9) Common Areas	10

### ARTICLE 4: OWNERS, LANDLORDS AND TENANTS

1) Full Responsibility of Owners as Landlords	11
2) Leases	11
3) Enforcement	12

### ARTICLE 5: PETS

1) General	12
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### ARTICLE 6: VEHICLES

1) General	13
2) Vehicles and Parking	13

**ARTICLE 1**  
**ENFORCEMENT PROCEDURES**

**1) GENERAL**

- a)** These procedures provide for the enforcement of the Declaration and its Amendments, the Bylaws, and the Good Neighbor Policy of the Gas Lamp Terraces Homeowner's Association ("GLT").
- b)** These procedures apply in all cases unless specifically exempted by another Article.
- c)** All Gas Lamp Terraces members and residents, whether owners or renters, have equal rights under these rules, except as may be provided by:
  - i)** Statute;
  - ii)** The Declaration; or
  - iii)** The Bylaws.
- d)** All members and residents are legally required to comply with the Declaration and its Amendments, the Bylaws, and the Good Neighbor Policy of the GLT, as provided by the Declaration Article 1, Section 2.
- e)** The Board of Directors urges all members and residents to make every attempt to solve problems themselves before using these procedures.

**2) COMPLAINT PROCEDURES**

- a)** Any member or resident may write a letter or email to the Association, through its managing agent, giving a full and detailed account of the problem, including who (owner/tenant name and/or property address), what, when, and where.
  - i)** Any member or resident filing a complaint must identify themselves.
  - ii)** In a bonafide emergency, the manager will accept a telephone call, with a written complaint to follow.
  - iii)** Any member or resident filing a complaint still has the right and responsibility to file a complaint with the police or other civil authorities, if appropriate.
- b)** If the original problem persists, the member or resident may file additional written complaints with the Managing Agent and/or Board of Directors.

### **3) ENFORCEMENT PROCEDURES ON VIOLATIONS OF RULES**

- a)** Managing Agent or Board within ten (10) working days of receipt of a complaint will mail to the member and/or resident in violation, a letter stating the nature of the complaint and the penalty, if any.
  - i)** The name and the lot number of the person filing the complaint will not be released, assuring all complaints retain anonymity.
  - ii)** Copies of the letter will be mailed to:
    - (1)** The owner of the unit in question.
  - iii)** The letter shall include a statement providing the resident in violation with an opportunity to respond to the alleged violation. Any response will be reviewed by the Board of Directors.
  - iv)** The violation must cease or be corrected immediately unless otherwise specified in the letter.
- b)** On the FIRST COMPLAINT, a courtesy letter will be sent. This will be a reminder about the Covenants, Conditions and Restrictions of the Declaration and the Amendments to the Declarations. Home owners will have ten (10) days to correct said problem, unless otherwise specified in the letter. This letter will include a warning of an impending fine of \$50.00 if compliance is not met or no response is received within the specified period established in the letter.
- c)** On the SECOND COMPLAINT of the same Rule, the second letter will be sent. The second letter will impose fine of \$50.00. This letter will warn that a subsequent violation will result in a fine of \$100.00 if compliance is not met or no response is received within the Specified Period established in the letter.
- d)** On the THIRD COMPLAINT of the same Rule, the third letter will be sent. The letter will impose a fine of \$100.00. This letter will warn that unless the violation is corrected within forty-eight (48) hours, the matter regarding the unit will be turned over to the attorney for legal action. The letter will warn that any legal fees accrued in an effort to enforce compliance will be assessed to their account.
- e)** On the FOURTH COMPLAINT of the same Rule, the account will be turned over to the attorney. All attorneys' fees will be assessed to the owner.

### **4) ENFORCEMENT**

- a)** The Board of Directors or Managing Agent shall use the enforcement policies and procedures as set forth in the Declaration Article 7.4, and as further clarified in Article 1, Section 3 of this document.

## **5) ENFORCEMENT EXPENSES**

- a) All expenses incurred by Gas Lamp Terrace Homeowner's Association, including all legal, administrative, and collection costs, will be assessed to the Lot whose member is found to be in violation.

## **6) REJECTION OF COMPLAINTS**

- a) The Declarant/Board of Directors or Managing Agent reserves the right to reject any complaint if:
  - i) It is of a frivolous nature
  - ii) Its intent appears to be harassment
  - iii) It is vague and lacking in necessary factual detail
  - iv) It is reported anonymously

## **ARTICLE 2 ASSESSMENTS AND COLLECTIONS**

### **1) DELINQUENT ASSESSMENTS**

- a) The due date for all assessments is 1<sup>st</sup> of each month. Owners must pay the amount in full when the assessment is due unless other payment arrangements are approved by the Board of Directors—all requests for payment arrangements must be made in writing and must be made before the Assessment is considered late.
- b) Any Assessment not received within 10 calendar days is delinquent and subject to a late charge of \$25.00/month.
- c) For each delinquent account, the Managing Agent/Board will mail the member a notice of delinquency including the amount of the delinquent payment.
  - i) The Association will send at least one (1) notice by certified and regular mail warning that a lien will be filed against the property if payment is not received.
- d) The Managing Agent/Board of Directors will review all accounts delinquent two or more months and will authorize special collection procedures, including but not limited to:
  - i) Submitting to legal counsel and/or collection agency
  - ii) Filing a lien and adding cost of legal fees to account
  - iii) Filing a personal judgment and pursuing garnishment of wages.
  - iv) Filing a complaint in the courts
  - v) Foreclosing on the lien

## **2) LATE CHARGES**

- a) All fines and late charges are special assessments, as provided for in the Declaration.
- b) Monthly assessments, unpaid when due, will be assessed a \$25/month late fee in accordance with the Declaration, Article 8.12.
- c) The procedure to collect unpaid late charges will be the same as specified above in Section 1, "Delinquent Assessments."

## **3) COLLECTION EXPENSE**

- a) All expenses incurred by the Association including all legal costs, fees of collection agencies, and fees to release a lien, will be assessed to the unit owner, and further are subject to all the provisions of this Article.

## **4) WAIVER OF COLLECTION PROCEDURES**

- a) The Board of Directors reserves the right to waive these procedures when a member notifies the Board that a special hardship exists and the Board agrees in writing to waive these procedures for a specified period of time.

# **ARTICLE 3 GENERAL RULES**

## **1) RESPONSIBILITIES OF GAS LAMP TERRACE OWNER ASSOCIATION MEMBERS**

- a) Each member is responsible for the activities and conduct of their household members, tenants, guests and pets, including compliance with the Declaration and its Amendments, the Bylaws, and this Good Neighbor Policy.

## **2) RESIDENTIAL USE ONLY**

- a) The property is for residential use only. Please refer to Exhibit B of the CC&R's regarding permitted uses within the community.

## **3) EXCESSIVE SOUND, NOISE AND ACTIVITIES**

- a) Unusually loud sound or noise from a unit that is easily transmitted beyond that unit to another unit or any common area is excessive and is not permitted. Quiet hours are between the hours of 10:00 p.m. and 8:00 am. Stereos must be kept at a level that will not disturb your neighbors at all times.

- b) All residents and children of residents within the Gas Lamp Terraces community must limit noise and activity on Association Common Areas between the hours of 10:00 p.m. and 8:00 a.m.
- c) No fireworks shall be allowed anywhere on Gas Lamp Terraces property, buildings or decks. **The first and any subsequent fine shall be \$200.00—NO warning issued.**
- d) No noxious or offensive activity shall be carried on in any units or Common or Limited Common Areas, nor shall anything be done therein which may be or become an annoyance, embarrassment, discomfort or nuisance to other owners or occupants or render any portion of the community unsanitary, unsightly, offensive, or detrimental to persons using or occupying any portion of the community.

#### **4) APPEARANCE RESPONSIBILITIES**

- a) Interior of the Unit, including its perimeter walls, floors, and ceiling, and its equipment, appliances, and appurtenances in a clean & sanitary condition, free of rodents and pests, and in good order, condition, and repair, including all redecorating and painting at any time necessary to maintain the good appearance and condition of the Unit.
- b) Seasonal decorations shall be placed no more than thirty (30) days prior to the Holiday and shall be removed no later than ten (10) days after the Holiday.
- c) No signs of any kind shall be displayed to the public view on or from any Unit. For rowhomes on Tacoma Court, a for sale sign may be posted in the window of the unit for sale, with the option to place a larger “For Sale” sign below and downhill from the mailboxes. For townhomes on G St., a “For Sale” sign may be posted in the individual unit’s yard only. All landscaping must be returned to its previous state upon removal.
- d) For units available for rent, a single “For Rent” sign may be placed in the window of the unit listed for rent.

#### **5) DECKS/LANAIS/PATIOS**

- a) The following items MAY be kept on decks and/or front porches:
  - Lawn and garden furniture, in good repair. Furniture on front porches must comply with list of approved options in Exhibit A of this Policy.
  - Planter boxes or pots. Flowerpots or boxes shall be allowed on balcony railing only if secured, to keep them from falling off the balcony. The front porches shall have only plants that are alive and well and no more than three (3) planters at any one time.
  - Barbecues used WITH CARE.
  - Extinguishers are recommended.

- b)** The following items MAY NOT be kept on decks/lanais/patios (or front porches):
- Cabinets or furniture
  - Recycling materials
  - Dead plants
  - Door wreaths—out of season (see Article 4.b above)
  - Lumber
  - Flammable liquid other than for barbecues
  - No “hanging items”, including, without limitation, beach towels, rugs, blankets, “screening”, clothing, sports flags etc. will be allowed to hang on deck.
  - Garbage cans, compost containers, ash trays or “butt” cans, appliances.
- i)** Decks shall be kept in a neat and orderly fashion and shall not be used for storage of unsightly objects.
- ii)** Modification of the deck area or deck railing shall conform to the common area rules and shall be subject to prior written Board approval. An unapproved alteration to the common area may be required by the Board to be restored to the original condition at the expense of the owner.

## **6) MAINTENANCE/MODIFICATION OF UNITS**

- a)** Modification of any exterior parts of the community, such as porches, decks, gardens etc. shall conform to the common area rules and shall be subject to prior written approval of the Board. An unapproved alteration to any of the common areas or the exterior parts of the complex may be required by the Board to be restored to the original condition at the expense of the owner who made the modifications.
- b)** No resident shall install any equipment or appurtenances whatsoever on the exterior of the building or that protrude through the walls, windows, or roof without written approval from the Board.
- c)** Security cameras are allowed, subject to the following conditions:
- The size, style, and location of any and all exterior camera(s) require board approval prior to installation, to include doorbell cameras.
  - Camera(s) must be in a fixed-position and installed on the unit structure only.
  - Camera(s) must be aimed at grounds surrounding the unit, but not at neighbor unit’s limited common elements.
  - Camera(s) must comply with Federal, State, Local, and Association Rules. Camera(s) and/or recordings can be confiscated by the Association.
  - The unit owner agrees to use and show recording (if requested by the board or authorities) for any investigation.
- d)** Window dressings shall be restricted to curtains, drapes or blinds of a neutral color, solid (no pattern) and in good condition.

## **7) GARBAGE, DEBRIS & REFUSE**

- a)** No rubbish or debris of any kind shall be dumped, placed, or permitted to accumulate in any portion of the unit or Association property except in appropriate containers and locations provided for the collection of the same.
- b)** All garbage, trash and waste materials must be sealed and placed inside designated trash containers.
- c)** Excessive garbage or trash such as mattresses, discarded furniture, etc., must be removed from the property at the owner's expense. The owner must remove Christmas trees from the property unless arrangements have been made for the community by January 31<sup>st</sup>.
- d)** All garbage containers must be stored in the garages of the units at all times except on garbage pickup day.

## **8) MOVING IN AND OUT OF A UNIT**

- a)** Major moving in or out of a unit is allowed only between the hours of 8:00 a.m. and 9:00 p.m.
- b)** Homeowners are responsible for any and all damages to the common areas and Public Right of Way including, but not limited to, plants, landscaping, recreational facilities, mail boxes, street lights, sidewalks, and driveway approaches that are caused by the moving process.

## **9) COMMON AREAS**

- a)** Members will be financially responsible for any damage done to the common areas by household members, tenants, guests and pets.
- b)** Recreation equipment, toys, nonmotorized vehicles, bicycles, and other personal property, i.e. firewood, boats, campers, basketball hoops, etc., will not be left in common areas for longer than twelve (12) hours. If they present a hazard or are blocking traffic, however, they will be removed immediately.
- c)** Bicycles, scooters, roller skates, skateboards, etc. are not to be ridden on grassy areas.
- d)** Activities such as baseball and football are not allowed in the common areas, including grass areas, sidewalks and parking lots. Throwing balls against the buildings is prohibited.

**ARTICLE 4**  
**OWNERS, LANDLORDS AND TENANTS**

**1) FULL RESPONSIBILITY OF OWNERS AS LANDLORDS**

- a)** Any Gas Lamp Terrace Homeowner's Association member who leases or rents their lot to others retains full responsibility for the tenants actions, including, but not limited to:
  - i)** Use, maintenance, and care of the Unit.
  - ii)** The activities, conduct and compliance with the Good Neighbor Policy by any tenants, tenant's household members (i.e. children, dependents, teenagers etc), pets and guests.
  - iii)** Any property damage arising from any acts by any tenants, tenant's household members, pets or guests.
  - iv)** Informing tenants of the Good Neighbor Policy and the CC&R's.
  - v)** Landlords are required to furnish tenants with garage remote controls or otherwise enable tenants to comply with the garage parking requirements as stated in Article 6 of the rules.

**2) LEASES**

- a)** A unit owner shall NOT rent or lease less than the entire unit. The unit shall NOT be rented or leased for a period of less than six months, and the owner shall NOT permit the unit to be used for hotel or transient purposes.
- b)** The Association requires the Unit Owner (landlord) to obtain a criminal background check as well as rental history of a prospective tenant before leasing the unit. Proof that such reports were obtained by the landlord must be provided to the association or its representative prior to the tenant moving into the unit.
- c)** The tenant shall be subject to all provisions of the Association's Declaration of Covenants Conditions and Restrictions (CC&R's); as well as any duly adopted, current or future, Rules and Regulations or Policies of the Association (collectively known as Governing Documents). It shall be the unit owner's sole responsibility to provide copies of these Governing Documents to their tenants. Unit owners as landlords are fully responsible for the actions of their tenants and their guests.
- d)** Any failure by the tenant to abide by the Governing Documents will be a default under the lease.
- e)** A copy of the lease agreement shall be forwarded to the Association within ten (10) days of the effective date.

### **3) ENFORCEMENT**

- a)** The member (Unit owner) will ensure the tenant's compliance with the Declaration and its Amendments, the Bylaws, this Good Neighbor Policy, and all applicable laws.
- b)** In the event the member (unit owner) cannot or will not enforce the rules, the Managing Agent and the Board of Directors will enforce them according to the Article 1 of this Good Neighbor Policy.
- c)** All fines and other enforcement expenses will be assessed against the member who owns the unit in which the tenant resides.

## **ARTICLE 5 PETS**

### **1) GENERAL**

- a)** All dogs residing on the premises for any length of time must be registered with the Homeowners Association, and will be required to submit proof of pet licensure from the City of Tacoma.
- b)** A maximum of three (3) pets per unit shall be allowed with no more than two (2) dogs per unit. The following dog breeds are not permitted within the Association: pit bull, pit bull mixes, German Shepherds, Rottweiler, Akitas, Siberian Huskies, Alaskan Malamutes, Chow Chows, and wolf hybrids.
- c)** Each unit owner that houses a dog will be assessed a monthly Pet Fee of \$10/month for each dog in addition to the regular monthly association (dues) assessment for each unit.
- d)** Pets must be accompanied by their owner and under control at all times when outside in common areas.
- e)** Pet owners shall be financially responsible for damages or additional expenses caused by housing a pet on the complex grounds. If the responsibility of the pet owner is not upheld, the Board shall request compensation to the Association. If compensation is not paid within a ten (10) day period, the Board may require the offensive pet to be permanently removed from the complex.
- f)** There shall be no breeding of animals for commercial purposes.
- g)** The pet owner or caretaker must immediately remove any excrement deposited on the site; in both limited common areas (yards) and throughout the property. This will be strictly enforced.

**ARTICLE 6**  
**VEHICLES AND PARKING**

**1) GENERAL**

- a) The Board has the right and responsibility to enforce parking restrictions and/or to have vehicles towed at the owner's expense.

**2) VEHICLES AND PARKING**

- a) All vehicles belonging to residents of Gas Lamp Terrace must be registered with the HOA and in possession of the appropriate decal (to be issued by the HOA property manager).
- b) Only operable passenger motor vehicles with current state license tabs may park within the Gas Lamp Terraces Association. Vehicles not fully operational should be stored off-site or in the garage. Any vehicle not in compliance with this provision will be stickered and towed at the owner's risk and expense.
- c) Due to limited parking on the property, each resident must park vehicles to the maximum capacity of their garage before utilizing any of the five (5) common area parking spaces. Only one common area parking space may be used by a unit or a unit's guest at any given time.
- d) No parking spaces are to be used for repair or for storing of inoperative or unused vehicles. The following types of vehicles are prohibited from parking on the premises at any time except for short term while in the process of loading or unloading: buses, trucks larger than pickups, campers, boats, trailers or commercial vans. Any exceptions must have prior written approval from the Board of Directors.
- e) Vehicles should not park in common area spaces for more than seven (7) consecutive days without prior Board approval.
- f) No person may operate a motor vehicle at a speed in excess of ten (10) miles per hour on the property, in the parking areas, or driveways.
- g) Those responsible for towing vehicles include the Board and Association Manager. Contact one of these individuals if a vehicle needs towing.
- h) Mechanical work on vehicles will be limited to minor maintenance, which includes: checking/adding oil, changing battery, adding water, and changing flat tires. This work should be performed in the unit's garage. In the event that oil or vehicle fluids are spilled during mechanical work, the resident is responsible for cleaning up the oil and making any necessary repairs. Failure to do so may result in the Association cleaning up the oil and assessing the owner's account.

- i)** Vehicles leaking oil or other fluids that are corrosive to the asphalt must be repaired within thirty (30) days written notice. Vehicle owners must use a drip pan until the repair is made. If the repair is not made within the thirty (30) day period, the offending vehicle must be removed from the property or it is subject to be towed at the vehicle owner's expense. Any clean up or repairs to asphalt will be billed to the unit owner (labor and materials).
- j)** Automobile noise must be kept to a minimum; no prolonged idling or gunning of engines. Do not sound horns except in the case of an emergency.
- k)** Motorcycles must be parked in garages only. Motorcycles must not be stored on decks, patios or in any common or limited common areas.
- l)** Motorized scooters, unlicensed or non-road compliant motorized vehicles (including but not limited to: go carts, dirt bikes, All Terrain Vehicles/ATVs, etc) are not allowed to be operated within the community.

ADOPTED this First day of February, 2018.

BY: \_\_\_\_\_  
Gas Lamp Terrace Homeowner's Association

## Exhibit A

The following styles of chairs are approved to be kept on the front porches:

