

**RULES AND REGULATIONS  
OF  
COTTAGE CREEK CONDOMINIUM ASSOCIATION**  
**Adopted: 6/20/2024**

These Rules and Regulations are adopted by the Cottage Creek Condominium Association, in accordance with the Declaration, Covenants, and Restrictions, for the sole purpose of upholding the Declaration as originally set forth and to maintain the quality of life for all Residents and the community as a whole.

The terms used herein shall have the same meanings as given to them in the Declaration and as supplemented as follows:

- a) "Agent." Any real estate broker, corporation, firm, or individual empowered to act on behalf of any unit Owner.
- b) "Board of Directors." Elected volunteer officials responsible for all operations of the association and ensuring the community governing documents are followed and enforced.
- c) "Managing Agent." The Manager appointed by the Board of Directors, whose responsibilities and duties are outlined in the Bylaws of the Association.
- d) "Nonresident Owner." An absentee unit Owner, residing away from Cottage Creek.
- e) "Owner." A person or persons who own a unit at Cottage Creek.
- f) "Resident." A person living at Cottage Creek including, without limitation to, an Owner, renter, tenant, assignee, sublessee, or occupant.
- g) "Visitor." Any person(s) who temporarily resides in or visits the property at the invitation of an Owner or Resident.

**1. GENERAL RULES & RESPONSIBILITIES OF ALL OWNERS AND RESIDENTS:**

- a) No commercial or business activities shall be carried on in any unit.
- b) The Building(s) shall be operated as residential building(s) with associated recreational facilities.
- c) Common Areas, Limited Common Areas, and any associated Facilities shall not be obstructed or used for any purpose other than entry or exit, or other uses authorized by the Declaration.
- d) No sign, signal, or lettering shall be inscribed or exposed on or at any window or other part of the buildings, nor shall anything be projected out of any window, except items approved in writing by the Board of Directors. (The Board of Directors may grant variances on a case-by-case basis.) This includes handbills, political signs, or posters. "For Rent/Sale" signs must not exceed 2 ½' x 2', and must be placed inside of only one window of the unit.
- e) No awnings, air conditioning units, or other projections shall be attached to the outside walls of the buildings, or to the exterior of any door, or on the balconies/patios/stairs, without the prior written approval of the Board of Directors.
- f) No employee hired by the Board of Directors shall be asked to leave the property on any private business of a Resident or Owner of a unit **while still in the employ of the Board of Directors**. Maintenance personnel employed by the Board of Directors shall not be asked to do work within any unit **during the time allotted for work authorized by the Board**, except in an emergency which endangers other units, the safety of Residents or Visitors, or the Common or Limited Common Areas and facilities.
- g) Textile items, including rugs, clothing, or towels, shall not be hung on any balcony, or from any balcony railings, or from windows for any purpose whatsoever. Clothing or laundry shall not be hung in the doorways or windows in such a manner as to be in view of persons outside of the buildings.
- h) Only furniture, potted plants, and appropriate accessories to balconies/patios/entries may be used thereon. No personal items, including plants, may be placed in the landscaped areas. Unsightly or inappropriate items shall be removed upon the written request of the Board of Directors.
- i) No household supplies, garbage bags, or other personal property items belonging to Residents, Owners, or Visitors, shall be placed outside the confines of a unit, except as approved in writing by the Board of Directors. No personal property such as furniture, lumber, crates, or any other items shall be stored in the Common or Limited Common Areas, or elsewhere outside the confines of the unit.

- j) All trash, cardboard, paper, bottles, and cans must be deposited in the correct container inside the dumpster area closest to your unit. The cardboard receptacle is separate from the trash, bottle, and paper containers. **All garbage must be placed inside the dumpster.** Cat litter, pet feces, and wet garbage must be securely wrapped. **Sanitary Services will not pick up items placed outside the dumpsters.** It is the responsibility of any Resident to dispose of items too large to fit into the dumpsters.
- k) To ensure the integrity of the roof and siding, **no** dish or antenna of any kind will be permitted on the roof or siding of any building with the exception of a **non-penetrating** peaked roof mount with correct padding underneath, or a **non-penetrating** flat mount on the Unit's back deck. Written permission must be obtained from the Board of Directors **prior** to placing a dish or antenna on the roof. Such a request for installation shall include the dimensions of the equipment and a description of the proposed installation location. Upon change of occupancy or sale of the Unit, the new occupant or Owner must take over the satellite or antenna service contract or pay for the removal of the satellite dish or antenna. Unused dishes and antennae may not remain on the roof. Any unit that erects a dish or antenna contrary to these restrictions will be required to pay for the restoration of the roof, siding, deck, or any other exterior building structure that has been damaged.
- l) Soliciting of goods, services, or religious activities shall **not** be permitted on the premises by a Resident, Visitor, or other person, except as approved in writing by the Board of Directors.
- m) The Board of Directors or the Managing Agent shall not be responsible for personal property or deliveries left in Common or Limited Common Areas, or on any other place on the premises.
- n) Each Resident and Visitor shall observe and perform these Rules & Regulations, and see that all of his or her licensees and invites observe and adhere to these Rules & Regulations.

**2. COMPLIANCE:** Each Owner shall comply strictly with the provisions of the Declaration, Bylaws, and Rules & Regulations. This compliance extends to any Resident or Visitor of an Owner as well. Noncompliance will result in fines or legal action if required.

**3. COMPLAINTS & FINES:** Complaints must be submitted in writing to the Property Manager. Complaints must provide the date, nature of offense, unit number, and be signed by the complaining unit owner. When the Property Manager receives a valid complaint which violates one or more of the provisions of the Declaration, Bylaws, or Rules & Regulations, a Warning Letter will be sent to the Owner of the unit whether the Owner or a Resident of the Owner occupies the unit. Non-compliance of the Rules & Regulations will result in the below fine schedule being followed. Once imposed, a fine becomes a special assessment against the offending Owner's unit. These assessments are to be paid in full within 30 calendar days. After 30 days, these assessments will be converted to a lien against the owner's property. This lien will accrue interest, at 12% per annum, and cannot be discharged in the event of bankruptcy.

#### **SCHEDULE OF FINES AND ASSESSMENTS**

Late payment of dues/assessments	\$25.00 after the 15 <sup>th</sup> day of the month An interest charge of 12% per annum after 30 days
NSF checks will be charged	\$40.00 per check, plus any other applicable fees
Violation of Declarations, Bylaws, or Rules & Regulations	Warning Letter 1 <sup>st</sup> occurrence \$50.00 2 <sup>nd</sup> occurrence \$100.00 3 <sup>rd</sup> occurrence \$200.00 4 <sup>th</sup> and subsequent occurrences
Harassment Assessments	Warning Letter 1 <sup>st</sup> occurrence \$100.00 2 <sup>nd</sup> occurrence \$250.00 3 <sup>rd</sup> occurrence \$500.00 4 <sup>th</sup> occurrence \$1000.00 5 <sup>th</sup> and subsequent occurrences Converted to a lien against the owner's property after 30 calendar days The lien will accrue an interest charge of 12% per annum
Illegal dumping in garbage enclosure areas	<b>\$250 IMMEDIATE FINE</b>
Non-compliance Hot Water Tank replacement	<b>\$500 IMMEDIATE FINE</b> \$500 every subsequent 30 days until unit is brought into compliance

**4. HARASSMENT:** Harassment, intimidation, undermining, threats, and/or entrapment of members of the Board of Directors, Property Management, Owners, or Association Employees will not be tolerated. Such action will result in a warning letter for the first offense, a fine will be assessed against the property owner and property of \$100 for the second offense, \$250 for the third, \$500 for the fourth, and \$1,000 for every subsequent violation. These assessments are to be paid in full within 30 calendar days. After 30 days, these assessments will be converted to a lien against the owner's property. This lien will accrue interest, at 12% per annum, and cannot be discharged in the event of bankruptcy. If these actions are committed by a renter, the fees will be assessed to the property owner, and against the property where the renter resides. These fees can be appealed to the Association's Board of Directors, who may also choose to use third party mediation or arbitration services for objectivity.

Printed material distributed by letter, email, or posted within ("The Association") that is offensive, intended to harass or slander persons, including the Board of Directors, Property Management, Owners, or Association Employees, will not be permitted. Only correspondence issued by the Board of Directors will be considered official correspondence. The Association name ("Cottage Creek") shall not be used without approval of the Board of Directors.

If your person or property is being threatened or harmed, please make a police report to 911 (you can specify if it is an immediate emergency or not). Reports of harassment, intimidation, undermining, threats, and/or entrapment made to Property Management will result in the process outlined above in this section, but it is not the duty of Property Management or the Board of Directors to contact the police on behalf of a Resident, Owner, or any other person.

## **5. PARKING, PARKING SPACES, & VEHICLE ACTIVITY:**

- a) **Assigned Spaces:** Owners are allocated only one (1) assigned parking space per unit. These spaces are number controlled. Vehicles parked in assigned spaces that have not been assigned to them, and without the assigned space owner's written permission, are subject to towing at the expense of the vehicle's owner. In addition, all unit Owner/Resident vehicles parked in assigned spaces must be fully operational, have a current state license, and its information submitted to the Property Manager on the Cottage Creek Vehicle Registration Form. Towing at the owner's expense may result with the violation of these rules.
- b) **Owner/Resident Vehicles:** If an Owner/Resident has a vehicle, it must be parked in their assigned parking space and **not** in a Visitor's space, as they are very limited. An Owner/Resident may park in a Visitor space **only** if requested to move their vehicle from their assigned space by maintenance personnel hired by the Board.
- c) **Visitor Spaces:** Use of the Visitor parking spaces is for Visitors on a first come basis. Due to the limited number of Visitor spaces, vehicles will be subject to towing at the vehicle owner's expense if a vehicle parks in a Visitor space for more than 48 consecutive hours. Visitors are not allowed to park & move their vehicles every 48-hours to another parking spot on the premises to extend or circumvent their way around the 48-hour rule. All vehicles using parking spaces on Association property must be fully operational and have a current state license. Vehicles in violation of these rules will be subject to immediate towing at the owner's expense.
- d) **Vehicles Not Approved to Park at Cottage Creek:** Only road worthy vehicles (fully operational and licensed), including motorcycles, may be parked in any of the parking spaces on the premises, Assigned or Visitor. Boats, trailers, large commercial vehicles, and campers/motor homes may not be parked on the premises.
- e) **Car Washing/Repairs:** Washing of vehicles on association property is not allowed. In addition, it is prohibited to degrease, spray, or wash the engine, and/or to perform repairs of any kind on said vehicles.
- f) **Spills and Stains:** Individual unit Owners are responsible for the stains, oil and otherwise, made by the vehicle that parks in the unit's assigned space. The offending party may be assessed the cost of clean up by the Association.
- g) **Hardship Rule:** The Board of Directors will consider an individual exception if a specific rule causes a hardship. Please petition the Board of Directors or the Property Management Company directly.

**6. EXTERIOR APPEARANCE:** In order to preserve a uniform exterior appearance of all buildings, Common Areas, and Limited Common Areas, the conditions and appearance of these areas are regulated under the provisions of the Rules & Regulations and implemented by the Board of Directors. **No additions or modifications may be made to any Common or Limited Common Area without first being approved by the Board.**

While the Limited Common Area (front and back porch or deck) is for the exclusive use of the unit Resident, the use, condition, and appearance is regulated by the same Rules & Regulations as all exterior elements. However, back porches or decks may not be used for the permanent storage of items. It must not be used as an overflow area for items that will not fit in the porch/deck storage closet. Specifically:

- a) **No automotive items such as tires and car seats.**
- b) **No lawn or gardening equipment such as shovels, rakes, or empty planters.**

- c) No ladders, building equipment, or lumber.
- d) No free standing, open storage shelves.
- e) No open wildlife or pet foods.
- f) No trash.

Acceptable items include patio furniture, personal plants, bicycles, and non-open fire/non-charcoal barbecues. Bicycles may be stored on the back decks, but not on the front porch area.

All window coverings seen from the outside must be white or earth tones. Window screens are to be present in all windows and maintained by each unit's Owner. Screen doors are permitted and must be approved by the Board of Directors prior to installation. Exterior / interior window / door appearance is to preserve all units and retain units' physical integrity and value.

**7. ALTERATIONS:** No Owner or Resident may install anything, whether plants, wiring, electrical, telephone, antennae, satellite dishes, air conditioners, exhaust or stove pipe or ducts, windows, skylights, signs, etc., which protrude into or affect common property except by prior written authorization from the Cottage Creek Board of Directors.

No antennas shall be permitted on the exterior of any building. If an owner wishes to install a satellite dish, the details of its location must be first discussed and written approval received from the Board of Directors.

Proposal for interior and/or exterior structural changes and any changes affecting the exterior appearance of the building must be presented first to the Cottage Creek Board of Directors via the Association Manager for written approval before any work begins.

Cottage Creek Condominium Association reserves the right to require violating Owners or Residents, **at Owner's expense**, to remove unauthorized alterations, and to return the building to its pre-alteration condition.

**8. LANDSCAPING/FENCING:** Any Owner who wishes to modify the landscaping surrounding their entryway or back porch area must obtain permission from the Board of Directors. Once permission is given and plants are planted, all care of these said plants are solely the responsibility of the owner. The landscaping company works under a contract that specifically limits the work they do and type of plants they maintain.

**No fencing of area adjacent to the back deck or patio is allowed.** Your personal outdoor space consists of your deck or patio area only. The grounds behind your unit should not be considered your personal space. Fencing off an area behind your unit for personal use or as a pet run is **not** allowed, nor should this area contain any of your personal items. Violators will be fined.

**9. PETS:** The keeping of pets shall be subject to the following Rules & Regulations. The Board may require the removal of any animal that is unduly disturbing to other Residents.

**No pet, cat or dog, is allowed to be in the Common or Limited Common Areas without a leash. Owners/Residents who allow cats or dogs to roam freely will be considered non-compliant and fines will be assessed. If pets are not restricted to a leash, said pet may be subject to removal.**

At all times the Common and Limited Common Areas shall be free of pet feces and food. Fines will be assessed if pet feces are not securely wrapped, made leak proof, and disposed of in the dumpster.

The feeding of wild animals, including but not limited to birds, squirrels, deer, and raccoons, is prohibited. No bird feeders of **any kind**, including hummingbird feeders, are allowed because they attract rodents, paper wasps, and pavement ants.

**10. OFFENSIVE/NOXIOUS ACTIVITY:** Cottage Creek Condominium Association Owners and Residents have the right to peaceful enjoyment of their homes. All unit Owners/Residents are required to take steps to prevent any smoke, noxious or harmful vapors, or loud sounds from stereos, TVs, musical instruments, voices, etc. from carrying to another unit at any time. Car stereo volume is to be reduced upon entering the complex parking lot.

Any failure to prevent offensive or illegal activity, which is injurious to health or property, or offensive to persons lawfully living or working within the condominium complex, shall constitute a nuisance or endangerment and is punishable by fine or legal action. Persons who consistently disturb the general peace and quiet of any unit owner, especially between the hours of 10 p.m., and 7 a.m., and do not alter their behavior after a warning letter issued by Management, shall be fined in accordance with the Fine Schedule should the offensive behavior continue. **It is also imperative that anyone who is being disturbed during nighttime hours contact the Bellingham Police Department and issue a complaint.** The complaint filed with the police department shall serve as a record of the event, and will assist with enforcement of said fine. A call should also be made to Management so they may properly log the complaints/violations.

**11. SMOKING:** Smoking/vaping is **not** allowed on the exterior decks, stairwells, or within 25 feet of a building entry. Cigarette butts and the like are not to be left on the ground by Owners, Residents, or Visitors, as they constitute a fire hazard. Unit Owners will be warned and fined according to the schedule if their unit's Residents or Visitors are caught leaving said hazardous litter on the ground.

**12. INSURANCE:** All Owners must maintain their own insurance coverage for personal property and personal liability within their unit. The Association maintains a master insurance policy, which affords coverage to the Common and Limited Common Areas.

Nothing shall be done or kept in any unit, Common Area, or Limited Common Area that may increase the rate of insurance on the other units, Common Area, or Limited Common Area. No Owner/Resident shall permit anything to be done or kept in a unit, Common Area, or Limited Common Area, such as flammable or noxious items, which may result in the cancellation of any insurance or be in violation of the law.

**13. DAMAGE:** Owners are financially responsible for any damage done to any Common or Limited Common Area by themselves, pets, Residents, or Visitors. Unit Owners will also be held responsible for damage done to any Common or Limited Common Area including walls, railings, stairs, and doors occurring when moving in or out of a unit.

**14. LATE/UNPAID DUES AND ASSESSMENTS:** Dues and assessments are due and payable on the 1<sup>st</sup> day of each month. Late payments will result in a late fee penalty of \$25.00 after the 15<sup>th</sup> day of the month. After 30 days, an interest charge of 12% per annum will be assessed on any outstanding balance. Legal action will be taken by the Association's attorney if dues and assessments remain unpaid, including filing of a lien against the non-compliant unit Owner.

**15. SAFETY:** Owners and Residents shall maintain or store in their units and Limited Common Areas only such property, materials, or substances that they may lawfully possess. No person may release any substance that may be considered hazardous to the premises or any Owner/Resident.

Absolutely no fireworks of any kind are to be discharged or stored anywhere on the grounds or property of Cottage Creek Condominium Association.

Driveways, parking areas, and sidewalks are not to be used for recreational activities such as bike riding, skating, or games of any kind.

**16. EMERGENCY NOTIFICATION:** Emergency situations should be reported to 911, or the authorities appropriate for the situation.

**17. RENTALS:**

- a) Residents, Nonresident Owners, or Agents who rent, loan, or otherwise permit occupancy of units, shall deliver a copy of the current Rules & Regulations to the Resident of any unit, and obtain a signed receipt stating that the Resident has read and understood the document. A copy of the receipt for the Rules & Regulations shall be filed with the Managing Agent within fifteen (15) days of occupancy.
- b) Each lease or rental agreement shall be in writing and for a period of not less than thirty (30) days. A copy shall be filed with the Managing Agent and by its terms shall provide that the terms of the lease or rental agreement are subject in all respects to the provisions of the Declaration, Bylaws, and all Rules & Regulations hereunder. The unit Owner shall assume responsibility for the acts or omissions of his or her Agent or the Resident of his or her unit.

**18. HOT WATER TANKS & EXPANSION TANKS:** All hot water tanks and expansion tanks must be replaced at ten (10) years of the manufacturer's tag date. A schedule will be maintained by the Management Company for the Association of the manufacturer's tag date for each unit in the Cottage Creek Condominium complex. Units not in compliance with this requirement are subject to an **immediate** fine of \$500.00, with subsequent like fines every thirty (30) days until the unit is brought into compliance.

**19. NO WAIVER OF RIGHTS:**

- a) The failure of the Unit Owners' Association, the Board, or of a unit Owner to enforce any right, provision, covenant, or condition which may be granted by the condominium, instruments, or the Condominium Act, shall not constitute a waiver of the right of the Association, the Board, or the unit Owner to enforce such right, provision, covenant, or condition in the future.
- b) If any of the provisions of these Rules & Regulations are found to be unenforceable, the remaining provisions shall remain and be fully enforceable.

**COTTAGE CREEK CONDOMINIUM ASSOCIATION  
VEHICLE REGISTRATION FORM**

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

**Unit #:** \_\_\_\_\_

**Assigned Parking Space #:** \_\_\_\_\_

**Resident Name:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_  
\_\_\_\_\_

**Home Phone:** \_\_\_\_\_

**Cell Phone:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Vehicle Make:** \_\_\_\_\_

**Vehicle Model:** \_\_\_\_\_

**Vehicle Year:** \_\_\_\_\_

**Vehicle Color:** \_\_\_\_\_

**Vehicle License Plate:** \_\_\_\_\_

Thank you for the information. Registering your vehicle is very important to ensure the safety of the complex.

Please complete and return this form to:  
INTEGRA Condominium Association Management, Inc.  
P.O. Box 31936, Bellingham, WA 98228  
Phone: 360-656-5091    Fax: 360-656-5093

**COTTAGE CREEK CONDOMINIUM ASSOCIATION  
HOT WATER TANK REGISTRATION FORM**

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

**Unit #:** \_\_\_\_\_

**Owner Name:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_  
\_\_\_\_\_

**Home Phone:** \_\_\_\_\_

**Cell Phone:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Hot Water Tank Manufacturer:** \_\_\_\_\_

**Hot Water Tank Model:** \_\_\_\_\_

**Hot Water Tank Serial Number:** \_\_\_\_\_

**Hot Water Tank Date Manufactured:** \_\_\_\_\_

Please complete and return this form to:  
INTEGRA Condominium Association Management, Inc.  
P.O. Box 31936, Bellingham, WA 98228  
Phone: 360-656-5091    Fax: 360-656-5093

**COTTAGE CREEK CONDOMINIUM ASSOCIATION  
EXTERIOR CHANGE REQUEST FORM**

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

**Unit #:** \_\_\_\_\_

**Owner Name:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_  
\_\_\_\_\_

**Home Phone:** \_\_\_\_\_

**Cell Phone:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Project Description:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please complete and return this form with any supporting information  
(brochures, plans, photographs, etc.) to:  
INTEGRA Condominium Association Management, Inc.  
P.O. Box 31936, Bellingham, WA 98228  
Phone: 360-656-5091 Fax: 360-656-5093