

**RULES AND REGULATIONS**  
of the  
**Prestwick at Horn Rapids Association**

These Rules and Regulations are intended as a guide to the conduct and activities of all members, lessees and residents of the Prestwick at Horn Rapids Association and their guests to the end that everyone living in and using the community will enjoy maximum pleasure without annoyance or interference from others. Observance and adherence to the rules and regulations is strongly urged by the Board of Directors.

**I. Preamble.**

- A. The authority for the Board of Directors (the "Board") to form and enforce rules and regulations is provided by Article 3, Section 3.8 of the Declaration of Covenants, Conditions, and Restrictions (The "Declaration."). A copy of this Declaration was given to each owner at the time of purchase of their lot.
- B. The Rules and Regulations are issued by the Board. They are supplemental to the conditions of ownership in the Declaration. The capitalized terms set forth herein shall have the meanings specified in the Declaration. If there is any conflict, the provisions of the Declaration will prevail.
- C. The Board has created or will create a Rules Committee. The duty of this committee is to advise the Board regarding the Rules and Regulations, the Bylaws and the Declaration.
- D. The Board to requires the compliance of all persons on the Property with the provisions of all Rules, Bylaws and the Declaration.

**II. General Rules and Regulations.**

- A. Registration. All members and residents must be registered with the Association.
  - 1) Association members are those individuals owning a lot in the Prestwick planned unit development neighborhood.
  - 2) Residents are defined as owners and members of their families living on the premises of Prestwick, or lessees and members of their families living on the premises of Prestwick.
  - 3) Owners leasing their home retain their voting right in the Association but assign the use of all common facilities to the lessee. The lessee assumes the privileges

and responsibilities of membership as hereinafter stated, but does not have a voting right, as the vote belongs only to the owner. Non-resident owners are not permitted to use any common area facilities when so assigned to a lessee except as a guest of a resident.

- 4) The lease or rental agreement must be in writing and must be for a term of not less than 30 days and be subject to the Declaration, Bylaws and adopted rules.

B. Limited Common Areas.

- 1) Landscaped Areas. While the owner of the lot has the use of these portions of the lot, he/she is prohibited from placing equipment, adding improvements, altering the landscaping, or in any way modifying the appearance of these areas without the prior written approval of the Board or the appropriate Board committee. The owner is responsible for ensuring that the area is free of all impediments when the Association is performing its maintenance responsibilities.
- 2) Auto Courts. The auto courts must remain clear at all times for emergency vehicle access. Residents and their guests are prohibited from using the auto courts for parking or loading purposes, except at the designated guest parking space.
- 3) Maintenance. Maintenance of the Limited Common Areas is the responsibility of the Association and not individual owners or residents. Irrigation systems and other equipment in the Common Areas are to be adjusted and/or set by authorized personnel only. Comments regarding the condition of maintenance and improvements in the Common Areas should be directed to the Board.
- 4) Damage. Members, lessees and residents are responsible for payment of all costs of repairs for all damage to Limited Common Areas caused by themselves, members of their families, or their guests.
- 5) No Nuisance. No person shall use the Limited Common Areas in such a way as to create a nuisance or interfere with the use of these areas by other persons entitled to use the Limited Common Areas.

C. Prestwick Drive and Sidewalks. Vehicles and pedestrians using Prestwick Drive and the sidewalks must obey the City of Richland's regulations for such areas. The Association is responsible for maintaining, repairing, replacing, and improving Prestwick Drive and the adjacent sidewalks and landscaping so as to keep them in good repair and condition.

D. Lake and Stream. The lake adjacent to Prestwick is part of the golf course and is not owned or maintained by the Prestwick at Horn Rapids Association. No recreational or other use of the lake or stream is permitted without the written approval of the owner of the golf course or the Board.

- E. Guests. Guests must abide by all regulations in the Rules, Bylaws, and the Declaration. It is the right and duty of each resident to question the presence of any person who appears to be trespassing.
- F. Neighborhoodly Conduct. All activities, whether individual or group, shall be conducted at a noise level that is reasonable and not disturbing to other residents. Each owner or resident is responsible for the conduct and behavior of his/her children, guests, and any visiting children and for any property damage caused by such persons.
- G. Speed Limit. Residents and guests shall comply with the posted speed limit on Prestwick Drive.
- H. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept within Prestwick, except dogs, cats or other tame, domestic household pets, provided such household pets are not kept, bred or maintained for any commercial purpose. In order to maintain a harmonious environment for all residents and guests, pet owners shall be responsible for any and all offensive actions of their pets, including barking, running loose and waste deposits:
  - 1) Whenever pets are outside of the resident's lot or living unit, they must be on a leash or otherwise under full control of the owner.
  - 2) Pets are not allowed on the landscaped portion of any Limited Common Area off the Owner's lot without permission.
  - 3) Residents must clean up after any mishap performed by their pets.
  - 4) Residents shall be responsible for any personal injury or property damage caused by their pets.
  - 5) Pets emitting excessive noise, or in any manner unduly disturbing other residents, may be prohibited by order of the Board after notice and a hearing.
  - 6) Horses are not permitted anywhere within Prestwick.
  - 7) Pets must be registered, licensed and inoculated as required by the City of Richland and/or Benton County.
  - 8) Pets which create and are considered a nuisance may not be kept in Prestwick and are subject to removal by proper authorities.
- I. Trash. All trash, garbage and yard waste shall be kept in suitable covered containers, and shall be stored out of sight except on trash collection days. On trash collection days residents are responsible for placing garbage containers along the curb of Prestwick Drive or other locations required by the City of Richland.
- J. Burning. No burning or incineration of trash, refuse or scrap of any kind is permitted. City of Richland and/or Benton County authorities will be notified of all violations.

- K. Dumping. No dumping of any debris (including but not limited to grass clippings) is permitted within Prestwick. This includes all Limited Common Areas, the golf course, the lake, and the stream.
- L. Antennas. No outside radio or television antennas, microwave or satellite dishes or connections shall be installed, erected or constructed on any lot without the prior written approval of the Board or appropriate Board committee.
- M. Garages and Driveways. Garages are to be used solely for the parking and storage of cars, boats, golf carts, or similar vehicles. They are not to be used or converted for any type of living, business, or recreational activity. Garages shall be kept clear so as to permit parking of the number of vehicles for which the garage was designed. Residents must keep their driveways clean of any oil or other stains at all time.
- N. Golf Carts. The use of golf carts must comply with all applicable government regulations. Carts should be parked in a garage; however, carts may be parked on a driveway for up to 24 hours. Golf carts are not permitted to be parked on any auto court or Prestwick Drive. Carts may not be stored outdoors on a lot or in a driveway.
- O. Firearms. No firearm use (including but not limited to rifles, hand guns, bows, and slingshots) or hunting is permitted. The proper public authorities will be notified of all violations.
- P. Business Activities. No business activity of any kind, including garage sales, are to be established, maintained or conducted on any lot without the prior written approval of the Board or appropriate Board committee.

### III. Vehicle Parking and Storage.

- A. Prestwick Drive. Parking on Prestwick Drive is intended for the temporary use of guests and is permitted in designated areas only. No vehicles shall be parked on Prestwick Drive for more than 24 consecutive hours.
- B. Auto Courts. Parking is prohibited on all auto courts except in the designated parking space.
- C. Sidewalk Parking. Parking on sidewalks is not permitted.
- D. Residential Lots. Residents may not park their passenger vehicles in any driveway except as follows:

- 1) Residents may park their passenger vehicles in their driveways on a temporary basis. No resident passenger vehicles may be parked in the driveways on an overnight basis.
  - 2) Residents may park their passenger vehicles in the driveway during the initial move into their residence to allow personal items to be stored in their garages. The initial move-in period is defined as the first 60 days from the date of close of escrow on a residence.
- E. Recreational Vehicles. Recreational vehicles, vans, house trailers, campers, camp trucks, boats, boat trailers, utility trailers or junk vehicles should be parked in a garage; however, when necessary, they may be parked outside on a driveway for up to 24 hours. Junk vehicles shall be defined as any motor vehicle that is inoperable or unlicensed or in a state of disrepair or inadequately maintained.
- F. Vehicle Storage. Automobiles, recreational vehicles, vans, boats, house trailers, campers, camp trucks, boat trailers, junk vehicles, or any other similar machinery or equipment shall be stored in a garage or at the location designated for the storage of such vehicles by the Board. The presence of a vehicle, except guest vehicles, outdoors on a lot, driveway or street for more than 24 hours constitutes storage.
- G. Guest Parking. Guests are permitted to park their passenger vehicles in their host resident's driveway for longer than 48 hours or on the street subject to the regulations of the City of Richland and the following conditions:
- 1) No guest may park in a driveway of a residence for longer than seven (7) days within a thirty (30) day period without the approval of the Association staff. Guests who will be visiting longer than seven (7) days must be registered with the Association including the make, year and license plate number of the passenger vehicle.
  - 2) Children or relatives of a resident who are visiting for a duration longer than seven (7) days may park their passenger vehicles in the resident driveway upon notification and registration with the Association staff.
  - 3) A temporary guest pass will be required to be issued and placed upon the passenger vehicle.

#### IV. Signs.

- A. For Sale. One sign advertising a home for sale is permitted, provided it is single-sided with a maximum area not to exceed six (6) square feet. The sign is to be on its own post and shall not be placed higher than 36" from the prevailing ground plain. The sign must be approximately parallel to the center line of the nearest street and, if possible, placed where it will not be seen from the golf course. A "hanger" or flyer box may be attached to the post.

Wording of a "For Sale" sign shall be limited to the words "For Sale" and the name and phone number of the listing real estate agency. "Realtor" and "By Appointment" may also be used if appropriate. If being sold by the owner, the name of the owner or "By Owner" shall be substituted for the listing real estate agency.

- B. Open House. Only A-boards are permitted to advertise open houses. All A-boards require a sign permit issued by the Association staff. The sign permit must indicate the number of signs; the approved locations; the size and wording of each sign; and the date of their use.
- C. Garage Sale; Other. Only A-boards provided by the Association are permitted to advertise garage sales and other events. All A-boards require a sign permit issued by the Association staff. The sign permit must indicate the number of signs; the approved locations; the size and wording of each sign; and the date of their use.
- D. Political. Up to three (3) political signs are permitted on a lot per election. The signs must not exceed six (6) square feet in area and must be removed within 48 hours of the election day.
- V. Architectural Controls. Alterations, additions or modifications made to your lot or the exterior surfaces of your home must have prior written approval of the Architectural Controls Committee. This includes landscaping, solar energy systems, fences, walls, sun screens, bamboo blinds, decks, lattices, pools, spas, color changes, sheds, any sports apparatus, etc. Any alterations that do not have prior written approval of the Architectural Controls Committee will be removed by the homeowner and the area will be restored to its original condition. Should the homeowner fail to comply, the Association will pursue its legal remedies including, but not limited to having the alteration removed at the owner's expense.

Please refer to the Architectural Controls section of the Homeowners Manual for the specific architectural regulations, procedures, and application forms. Remember that you must obtain written approval BEFORE making any changes or additions.

- VI. Billing and Collection of Assessments. Annual assessments are due in quarterly installments on March 1, June 1, September 1, and December 1 of each year. The Board will determine the amount of quarterly assessments and the Association will mail statements to each Owner in the month prior to the quarterly payment due date. All Owners are required to pay their quarterly assessments within 30 days of receiving a quarterly billing statement. Past due accounts automatically become a lien on the Owner's property as required by Article 4, Section 4.9 of the Declaration.

For detailed information regarding the billing and collection procedures for assessments, see the Billing and Collection Procedures and the Assessment Collection Policy in the Homeowners Manual.



## VII. Enforcement.

- A. Fines. To ensure compliance with the above mentioned rules, Owners may be fined not less than \$10.00 nor more than \$50.00 per occurrence or continuation of violations. Fine amounts are to be set by the Board based on the merits of each violation.
- B. Due Process Requirements. Before the Board imposes any monetary penalties or suspension of membership rights or Common Area use privileges against any member for failure to comply with the Declaration, the Bylaws or the Rules, the Board must act in good faith and satisfy each of the following requirements:
- 1) The member must be given 15 days prior written notice specifying the nature of the damage or violation and stating the time, date and place that the member will have an opportunity to be heard. Notice may be delivered personally or by mail. If the notice is given by mail, it must be sent by first class or registered mail to the last address of the member as shown on the Association's records.
  - 2) The member will be given an opportunity to be heard, orally or in writing, by the Board. After the hearing, the Board shall determine whether owner damage or a violation has occurred and, if so, may impose a special assessment which shall become effective not less than five (5) days after the date of the hearing or the board may take such other action as may be appropriate.
  - 3) Any fine shall become a lien in favor of the Association and against the lot or living unit in question arising in the same manner as liens under Section 4.10 of the Declaration. The fine will be levied daily until the violation is cured, for the first 30 days. After 30 days, the fine will increase by \$10.00. Fines will be billed and collected in the same manner as are the Association's general assessments. In the event of a continuing violation which results in the assessment of more than 30 days of fines, the Board will review the situation. The Board may, at that time, initiate legal proceedings to enjoin further violation and to collect any unpaid fines. Fines may continue to be assessed during the pending of such legal proceedings.