

EVENDELL HOMEOWNERS' ASSOCIATION

Rules and Regulations

**Adopted by the Evendell Board of Directors
11/16/2019**

Evendell Homeowners' Association
c/o HOA Community Solutions
PO Box 364
Gig Harbor, WA 98335

Table of Contents

1. The Evendell Homeowners Association

1.1. Definitions

2. Enforcement of Declaration of Covenants, Conditions and Restrictions, Bylaws and Rules and Regulations

2.1. Duty to Enforce Governing Documents

3. Complaint Process

3.1. Communication

3.2. How to Contact the Association

3.3. Covenant Enforcement Requests/Complaints

3.4. Receipt of Covenant Enforcement Request/Complaint

3.5. Substantiated Complaints/Notice

3.6. Hearing Boards Decision Final

4. Architectural Control

4.1. General Maintenance Responsibilities

4.2. Signs

4.3. Trash Bins

4.4. Air Conditioning/Ventilation

4.5. Unsightly Items

4.6. Landscaping/Yard Maintenance

4.7. Holiday Decorations

5. Pets

5.1. Specific Rules for Pet Ownership

5.2. Pet Violations

5.3. Damage Caused by Pets

6. Parking

7. Common Areas

- 7.1. Common Area Repairs
- 7.2. Common Area Modifications
- 7.3. Common Area Damage

8. Schedule of Fines

- 8.1. Architectural Changes Without Prior Architectural Control Committee Approval
- 8.2. Architectural (Unsightly Conditions, Structural, Landscaping, Cosmetic and Maintenance Violations)
- 8.3. Excessive Noise
- 8.4. Pet Violations
- 8.5. Damage Assessments
- 8.6. Continuing Violations
- 8.7. Billing and Payment of Fines
- 8.8. Appeal Process for Fines
- 8.9. Due Diligence
- 8.10. Waiver of Timelines

9. Collection Policy

10. Due Process Hearings

- 10.1. Request for Due Process Hearing
- 10.2. Composition of Hearing Board
- 10.3. Due Process Hearing Procedures

11. Association Meetings

- 11.1. Process of Meetings
- 11.2. Preparation for All Board Meetings
- 11.3. Manner at Meetings

12. Amendments

1 The Evendell Homeowners Association

- A. The Evendell Homeowners Association (“Association”) is a nonprofit corporation pursuant to Washington State Statute RCW 64.38, and is an Association of individual homeowners living and acting as a group, in accordance with the Articles of Incorporation, the Declaration of Covenants, Conditions and Restrictions (“CC&R’s”) and the Bylaws as they are duly recorded, or may be lawfully amended from time to time. In the Evendell Community, and for each Lot, there are personal and economic interests shared by 70 homes.
- B. All real property which is located in the County of King, State of Washington, Town of Renton, and more specifically described as the Evendell Subdivision and which shall be held, transferred, sold and conveyed is subject to the Protective Covenants set forth in the Articles of Incorporation, the Declaration of Covenants, Conditions and Restrictions and the Bylaws pursuant to RCW 68.38
- C. The Declaration is the instrument by which all the real property is submitted to the provisions of “The Homeowner’s Association Act (The HOA Act)”, a statute of the State of Washington (RCW 64.38). The Bylaws have been adopted for the purpose of administering and managing the Association.
- D. To further detail, emphasize, and provide a clear understanding of how we wish to live at Evendell, the Board of Directors as the duly elected or appointed representatives of the Association’s members, have adopted various policies, rules, and regulations. The Rules and Regulations are a supplement to the CC&R’s and the Bylaws. In addition to this document, all Homeowners should read and understand the Declaration of Covenants, Conditions and Restrictions and Bylaws, as they govern many matters not mentioned here.
- E. The Board of Directors may, from time to time, add to, delete, or amend these policies and rules and regulations, and will inform Homeowners as changes are made. Any such change to these Rules and Regulations shall become effective upon being placed in the mail, postage prepaid, addressed to the last known address of each Homeowner of the Association or personally delivered, including delivery by email. Notice given to the Homeowner of a home shall also be deemed notice to that home’s residents, tenants and/or guests.

1.1 Definitions:

- (a) “Assessment” means all sums chargeable by the Association against a Homeowner including, without limitation: (1) regular and special assessments for common expenses, charges, fines, fees and damage assessments imposed by the association; (2) interest and late charges on any delinquent account; and (3) costs of collection, including reasonable attorneys' fees, incurred by the association in connection with the collection of a Homeowner's delinquent account.
- (b) “Association” means the Evendell Homeowners Association, a Washington nonprofit corporation, its successors and assigns.
- (c) “Board” means the Board of Directors of the Association as provided for in the Bylaws of the Association.
- (d) “Bylaws” mean the Bylaws of the Association, and all amendments thereto.

- (e) "Common Area" means all real property and interests in real property (including the improvements thereto) in Evendell owned by the Association for the common use and enjoyment of the Homeowners, as described in Exhibit B of the Declaration, as it may be amended upon the addition of property in later divisions. The Common Area to be owned by the Association.
- (f) "Day" means a calendar day.
- (g) "Declarant" means the Evendell Homeowners Association, a Washington State non-profit corporation, and its successors and assigns.
- (h) "Declaration" means the Declaration of Covenants, Conditions and Restrictions and any amendments thereto.
- (i) "Governing Documents" means the Declaration of Covenants, Conditions and Restrictions, the Bylaws, the Architectural Guidelines, the Rules and Regulations and any other Board approved policy or resolution pertaining to the management of the Association.
- (j) "Homeowner" means the record Homeowner, whether one or more persons or entities, of a fee simple title to any Lot in the Property, including any person or entity holding a vendee's interest under a real estate contract for the sale of any such Lots, but excluding those having such interest merely as security for the performance of an obligation.
- (k) "Lot" means each of the numbered lots in Evendell shown on the Plat, and shall not include any Common Area, any areas reserved for future development or areas dedicated to governments or public agencies.
- (l) "Plat" means the plat of Evendell, a subdivision, recorded in Volume 229 of Plats, Pages 34 through 42 in King County, Washington, under King County Recording Number 2004072390002.
- (m) "Property" means the real property subjected to this Declaration, consisting of Evendell and the portions of any additional property subsequently brought within the jurisdiction of this Declaration.

2 Enforcement of Declaration of Covenants, Conditions and Restrictions, Bylaws and Rules and Regulations

- A. The Rules and Regulations set forth herein are enacted under the authority given the Board of Directors of the Evendell Homeowners Association as set forth in Article IV of the Declaration of Covenants, Conditions and Restrictions and Article VI of the Bylaws of the Association.
- B. A copy of these Rules and Regulations will be delivered to each present and future Homeowner either personally or by postage prepaid mail. The owner of each home and/or the owner's authorized agent shall have the responsibility to inform lessees, occupants and guests of the provisions of these Rules and Regulations.
- C. These Rules and Regulations will be binding to all Homeowners and their guests, and will be enforceable to the same extent as if they were specifically set forth as provisions of the CC&R's and Bylaws. Any Homeowner and/or the Board of Directors may enforce such provisions by all appropriate legal proceedings, including but not limited to injunction, lien, personal lawsuit, abatement of nuisance and damages.

- 2.1 Duty to Enforce Governing Documents: Pursuant to Article X of the CC&R's and Section 6.1.9 of the Bylaws, it is the duty and obligation of the Association to enforce the Governing Documents.
- (a) Failure to comply with a provision of the CC&R's, Bylaws, Rules and Regulations or other Policy of the Evendell Homeowners Association or a decision of the Board of Directors will be grounds for an action to recover money due for damages including but not limited to: fines levied by the Board and legal costs incurred by the Association. Such failure to comply with the Governing Documents shall further be sufficient grounds for the issuance of injunctive relief in such an action.
 - (b) If the Board of Directors fails or refuses, after demand by an aggrieved Homeowner, to take appropriate action to enforce compliance with any provision of the Governing Documents, any Board decision or any Hearing Board decision, an aggrieved Homeowner on his/her own may maintain an action for damages and/or injunctive relief against the Homeowner or the Association for failing to comply.
 - (c) In any action brought by the Association, the Board or a Homeowner as provided in this Section, determined to be the prevailing party shall be entitled to recover attorney's fees incurred in connection with the action.

3 Complaint Process

- 3.1 Communication: All communication regarding the condition, operation, repair, and maintenance of Common Areas, and any concerns regarding Association policies, rules, and regulations, including suggested changes, should be directed in writing to the Board of Directors.

- 3.2 How to Contact the Association:

Evendell Homeowners' Association
c/o HOA Community Solutions
PO Box 364
Gig Harbor, WA 98335

Email: info@hoacommunitysolutions.com
Phone: 253-985-3812
FAX: 253-313-1219

- 3.3 Covenant Enforcement Requests/Complaints: Homeowners who observe objectionable behavior, CC&R or Rules and Regulation violations should submit a complaint in writing to the Board of Directors or its managing agent; complaints or concerns must be in writing to be considered by the Board. Anonymous complaints will not be addressed by the Board.

Complaints shall only be considered by the Board on violations of the Governing Documents (CC&R, ACC Guidelines and Rules and Regulations). The Board will not act upon complaints that deal with neighborly courtesy and do not violate provisions of the Governing Documents.

If a city, county or state law is being violated, please contact the appropriate organization associated with such violation.

- 3.4 Receipt of Covenant Enforcement Request/Complaint: Upon receipt of a written complaint or Covenant Enforcement Request, the Board of Directors shall convene to discuss the matter as

soon as possible and in no case more than 14 calendar days after the complaint is received. In the case of an emergency or harmful situation, the Board of Directors will call a Special Meeting of the Board or sign a resolution by unanimous consent and render a decision and/or course of action immediately.

3.5 Substantiated Complaints/Notice: If the Board of Directors determine by majority vote that the complaint is substantiated, a violation notice will be mailed or hand delivered to the Homeowner, detailing the applicable CC&R, Bylaw or Rules and Regulations violation as well as the course of action that must be taken by the Homeowner to remedy the violation.

3.6 Hearing Boards Decision Final: Once a violation notice has been issued, the Homeowner involved may provide testimony to the Board at a Due Process Hearing. The Hearing Board's decision is final. Each case shall be enforced on its individual merits, and any previous enforcement of the same or similar violations shall not be binding upon the Board in its decisions.

4 Architectural Control

4.1 General Maintenance Responsibilities: Pursuant to the Governing Documents signed by each Homeowner, Homeowners must comply with the Evendell Homeowners Association's Architectural Guidelines.

- (a) Homeowners have the right and duty to repair and maintain their Lots and improvements to ensure an appealing appearance without imposing a financial burden on the Association for repairs caused by negligence or inattentiveness.
- (b) In accordance with the provisions of Article VI, Section 1 of the Declaration, no clearing, grading, construction or placing of any building, fence, wall, substantial landscaping or other structure shall be commenced or executed upon the Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing by the Architectural Control Committee
- (c) Any of the said aforementioned alterations or property improvements commenced, made or maintained by a Homeowner or resident without the prior written approval of the Architectural Control Committee must be modified to meet the requirements of the Architectural Committee and comply with the general Architectural Guidelines and standards established by the Board or they must be removed and the property restored by the Homeowner to its original condition at the sole expense of the Homeowner. Any property improvement made without Architectural Committee approval will incur a \$100.00 fine per incident.
- (d) All improvements, additions or alterations visible from the street or adjoining properties require prior approval of the Architectural Control Committee (ACC). Please refer to Exhibit C of your Declaration for the necessary forms and instructions. Note: It is the Homeowner's responsibility to follow all applicable federal, state and local building codes.

- 4.2 Signs: No signs of any kind are permitted within Evendell except as specified for selling or renting homes, and are otherwise specified in the CC&R's. It is not permissible to place signs on any Common Area owned by the Association; any such sign shall be removed and discarded.
- 4.3 Trash Bins: Trash and refuse containers should be placed on the driveway for pickup only on the designated day of collection, and removed from sight as soon as possible after collection (the same day). Residents absent on collection day should arrange with neighbors for container placement and storage.
- 4.4 Air Conditioning/Ventilation: No heating, ventilating, air-conditioning or similar units, which are visible from the street or adjoining properties, may be installed without the written approval of the Architectural Control Committee.
- (a) Portable Air-conditioning units that sit in windows are not allowed in Evendell. Residents may use portable units that vent to windows if installed in accordance with manufacturer's original specifications.
- 4.5 Unsightly Items: No unsightly condition is permitted to remain or be stored in public or Homeowner view from any Common Area, any building, or any Lot; this includes storage on porches, on sidewalks, decks and/or patios. Unsightly conditions include, but are not limited to, the following:
- (a) Litter, trash, junk, discarded debris, boxes etc.
- (b) Broken or damaged furniture, plants, equipment, trucks, autos, trailers, boats, RV's, or other such items not specifically authorized by the Governing Documents.
- (c) Radio and TV antennas.
- (d) Inappropriate window dressings (including decals on windows) and coverings visible from the exterior, including draperies, under draperies, blinds, shades. Aluminum foil and cardboard are not permitted in windows at any time.
- (e) Commercially used property of any kind.
- (f) Mops, brooms and other cleaning equipment.
- (g) This list is not exclusive and additional "unsightly items" not listed will be determined by the Board on a case by case basis.
- 4.6 Landscaping/Yard Maintenance:
- (a) The standard for landscape and yard maintenance is the park area.
- (b) Homeowners shall keep their lawns and landscaping in good condition, including regular watering, pruning, mowing, weeding and other reasonably necessary maintenance.
- (c) The degree of landscaping and maintenance shall be sufficient to maintain a high level of aesthetic harmony in the Evendell Community.
- (d) It is not permissible to remove the existing sodded areas in front yards originally installed by the Developer.
- (e) It is not permissible to replace natural sod areas with artificial turf in any front yard or in parts of the yards that are not screened from view by fencing.

- (f) A Homeowner must remove dead trees, dead shrubbery, or other such dead landscaping promptly and replace such item with a similar landscaping item.
- (g) If a Homeowner should fail to maintain landscaping in accordance with these rules or other Governing Document provisions, the Association may, upon reasonable notice to the Homeowner, enter onto the Homeowner's property and mow, water, or otherwise perform any work needed in order to bring the Homeowner into compliance.
- (h) The Association may charge the Homeowner's account for the cost of such work. Any such charges shall be treated as and collectable in the same manner as regular and special assessments pursuant to the Collection Policy.

4.7 Holiday Decorations: Decorative lighting and/or displays installed on a Homeowner's property to celebrate a holiday season shall be removed within thirty (30) days following such holiday.

5 **Pets**

All Evendell Homeowners and residents are subject to Renton Municipal Code pertaining to pets. The Association's pet policy is in addition to Renton Municipal Code, not a replacement for it.

- A. The City of Renton Police Department and Renton Animal Control Officers are the primary enforcement agency for Animal Violations.
- B. Per Renton Municipal Code, any pet that is off-leash, unsupervised, dangerous, or making excessive noise, or is causing damage to another's property is considered a public nuisance and is subject to impound by Animal Control.
- C. If a Homeowner or Resident notices any pet that is a public nuisance, the Homeowner or Resident is advised to call Animal Control or 911, and if applicable, notify the Board of a Pet Policy Violation.
- D. If a Homeowner notices that a pet is being abused or neglected per Renton Municipal Code, the Homeowner should notify Animal Control.
- E. Activity of animals inside or outside the residence must not be a disturbance to Homeowners and Residents of other Lots.

5.1 Specific Rules for Pet Ownership:

- (a) No animals, livestock, or poultry shall be raised, bred, or kept anywhere within the Evendell Neighborhood, except: caged birds and other common household pets may be kept by the occupants of each Household subject to the Association's Regulations.
- (b) Pets are not kept, bred, or maintained for any commercial purpose.
- (c) Pets are neither dangerous nor a nuisance to the residents of the Evendell. The terms dangerous and nuisance are to be defined by current Washington State Law and Renton City Code.
- (d) The City of Renton Leash Law is in effect. If not confined to a Homeowners property, pets must be leashed and under control of the pet owner or some duly authorized and competent person at all times.
- (e) Pets will be primarily kept within a residence, and will not be left outside to bark or otherwise cause a nuisance. A barking pet at any time during the day may be considered a nuisance.

- (f) All pet waste must be picked up immediately before the pet owner leaves the area where pet waste was deposited by the animal.
- (g) In addition to imposing fines pursuant to Section 9 of the Rules and Regulations, the Board of Directors may refer pet violations to the Renton Police Department and Renton Animal Control.

5.2 Pets Violations: This includes, but is not limited to, pets that are off-leash, pet waste left in Common Areas, streets, or other Homeowner's Lots, pets that make excessive noise, and keeping pets that are dangerous.

5.3 Damage Caused by Pets: Violations that result in property damage or cause the Association or another Homeowner to incur cleanup or repair costs will result in a "Damage Assessment" on the violating Homeowner's account. Non- payment of this type of assessment will result in a lien being placed upon the Homeowner's Property.

6 Parking:

In the interest of architectural uniformity and an uncluttered look to the community, cars outside garages may not be covered, and every effort should be made to park all vehicles inside the garages. Storage of vehicles is allowed in garages only subject to the provisions in CC&R's. Additionally:

- (a) All boats, boat trailers, travel trailers, utility trailers, motorized and non-motorized campers and other such recreational vehicles shall be stored within a garage, suitably screened on the lot, or off-site. No boat, boat trailer, travel trailer, utility trailer, motorized and non-motorized camper or other recreational vehicle shall be parked outside of a garage or stored on any Lot for more than 24 consecutive hours; moving a boat, boat trailer, travel trailer, motorized and non-motorized camper or other recreational vehicle every 24 hours and subsequently re-storing the vehicle for another consecutive 24 hours within a period of 14 days constitutes a violation of this article.
- (b) Homeowners vehicles may not be parked on the streets. Only the vehicles of guests may be parked on the streets. No vehicle may be parked on the sidewalks or any common area.
- (c) Boats, boat trailers, travel trailers, utility trailers, motorized and non-motorized campers or other recreational vehicles may be stored on the lot when they are "suitably screened from view" of all neighboring lots and common areas. All screened vehicles must have prior approval from the ACC.
- (d) Suitably screened from view shall mean:
 - (1) Said vehicle is located entirely behind a six foot fence.
 - (2) Said vehicle is not in direct view from windows of neighboring homes or from neighboring yards or common areas.
 - (3) No more than two feet (2 feet) of the vehicle height extends above the fence line.
- (e) Homeowner's automobiles/motorcycles are excluded from the 24 hour parking provision of this Article provided that:
 - (1) The Homeowner's automobile/motorcycle is in legal and operable condition;
 - (2) the vehicle is not covered, on blocks, or in any other condition that indicates it is being stored;

- (3) and, the automobile/motorcycle is not unsightly (for example, an automobile/motorcycle with broken glass, excessive rust and paint damage, and excessive collision damage etc.)

7 Common Areas

The Common Areas are for the use and enjoyment of all Evendell Homeowners, their families and guests. When using the Common Areas, all activities, whether individual or group, shall be conducted at a noise level that is reasonable and not disturbing to other Association residents. Each Homeowner is responsible for the conduct and behavior of their families and guests, and for any property damage caused by such persons. Illegal activity is prohibited at all times. Violations of Common Area rules or non-payment of a Common Area Damage Assessment may result in a suspension of Common Area privileges.

- 7.1 Common Area Repairs: If the Common Area is in need of repair or maintenance, you are requested to contact the Board of Directors or the Association's management company regarding the item that needs to be repaired.
- 7.2 Common Area Modifications: No Homeowner may construct, alter, modify, landscape, trim, or otherwise perform any work whatsoever upon any of the Common Areas without the prior written approval of the Board of Directors.
- 7.3 Common Area Damage: Homeowners and residents are responsible for payment of all cost of repairs for all damage to the Association's property caused by themselves, members of their families or their guests or lessees.

8 Schedule of Fines

- A. The Board of Directors is authorized to enforce compliance with the Governing Documents by assessing monetary penalties against Homeowners who are in violation. The Board of Directors may assess fines against a Homeowner for violations of the Governing Documents which have been committed by a Homeowner, an occupant of the Homeowner's residence, or the Homeowner or occupant's family, guests, employees, contractors, agents, lessees, or invitees.
- B. Homeowners will be notified when a violation occurs and will be given a time period in which to correct the violation. Failure by a Homeowner to remedy the violation within the time specified will result in fines as described in this Section. Violations which present hazards for residents or are damaging property will require immediate correction and any costs for same will be assessed to the Homeowner's account. Each day of violation may be considered a separate violation if the violation continues after written notice to the Homeowner.
- 8.1 Architectural Changes without Prior Architectural Control Committee Approval:
- A. House and/or Fence Paint or Stain: A house or fence painted or stained other than the original approved color without written approval of the Committee may subject the Lot owner to a fine of \$1,000 on the seventh (7th) day after a violation is reported and confirmed. If the Lot owner does not remedy the violation or request a hearing, a fine of \$500 will be assessed after each 30

days thereafter. The committee may also request that unapproved paint be replaced with an approved color.

- B. Siding: Any home re-sided with other than the original type of siding without prior written approval of the Committee may subject the Lot owner to a fine of \$1,000 on the seventh (7th) day after a violation is reported and confirmed. If the Lot owner does not remedy the violation or request a hearing, a fine of \$500 will be assessed after each 30 days thereafter. The committee may also request that unapproved siding be removed as per the Covenants, Conditions and Restrictions.
- C. Roofing: Any house re-roofed in a material that is not the original color, type, and is not equal or better quality than the original roofing without prior written approval of the Committee, may subject the Lot owner to a fine of \$1,000 on the seventh (7th) day after a violation is reported and confirmed. After If the Lot owner does not remedy the violation or request a hearing, a fine of \$500 will be assessed after each 30 days thereafter. The committee may also request that unapproved roofing be removed and replaced as per the Covenants, Conditions and Restrictions.
- D. Structures: Any attached or unattached structural additions (attached home additions, sheds, porches, awnings, fences, etc.) added or installed without prior written approval of the Committee may subject the Lot owner to a fine of \$1,000 on the seventh (7th) day after a violation is reported and confirmed. If the Lot owner does not remedy the violation or request a hearing, a fine of \$500 will be assessed after each 30 days thereafter. The committee may also request that unapproved structure be removed as per the Covenants, Conditions and Restrictions.
- E. Driveways/Parking Areas: Any driveway addition or parking space added without prior written approval of the Committee may subject the Lot owner to a fine of \$1,000 on the seventh (7th) day after a violation is reported and confirmed. If the Lot owner does not remedy the violation or request a hearing, a fine of \$500 will be assessed after each 30 days thereafter. The committee may also request that unapproved driveway/parking area be removed as per Covenants, Conditions and Restrictions.
- F. Other Unspecified Lot Changes: Any lot changes not mentioned above and made without prior written approval of the Committee, may subject the Lot owner to a fine of \$50 on the seventh (7th) day after a violation is reported and confirmed. If the Lot owner does not remedy the violation or request a hearing, a fine of \$100 will be assessed after 30 days and every 30 days thereafter. The Committee may also request that any unapproved lot change be removed and the Lot restored to its previously approved condition as per Covenants, Conditions and Restrictions.

8.2 **Lot Maintenance Violations:** (Structural, Landscaping, Cosmetic, and Unsightly Conditions):

Courtesy Warning Notice: At the time a potential infraction is first noted/reported and confirmed, a warning notice will be sent to the owner, describing the potential violation.

First Notice of Violation (Fine Warning): If after 48 hours of the courtesy warning notice a violation is not remedied, a fine warning notice will be sent via US MAIL to homeowner describing the violation. The owner will have 14 days to remedy the violation and bring the property back into compliance.

Second Notice of Violation (Fine 1): If after 14 days, the violation is not remedied, the Lot owner shall be sent a second notice of covenant violation and notice of a \$50 fine.

Third through Fifth Notices of Violation (Fine 2-4): If the violation continues un-remedied 14 days after the second notice of covenant violation, a \$100 fine will be assessed. Each subsequent 14-day period that the violation continues un-remedied a doubling of the fine will occur for violation notices four and five (4-\$200, 5-\$400).

Continuing Violations: For any violation that continues after the fifth violation notice, a \$100 fine will be assessed every 14 days until the violation is remedied.

In the event that an Owner shall fail to remedy a lot maintenance violation after three notices, the Board shall have the right through its agents and employees to enter upon the offending Owner's Lot and repair, maintain, and restore the Lot and exterior of the improvements on that Lot if the Owner shall fail to respond in a manner satisfactory to the Board within 45 days after mailing by certified mail to the last known address of the Owner. The cost of such repair, maintenance or restoration shall be assessed against the Lot, and the Board shall have the right to cause to be recorded a notice of lien for reasonable expenses, labor, and materials furnished, which lien may be enforced in the manner provided by the Evendell Declaration for enforcement of liens for assessments.

8.3 **Nuisances and Excessive Noise:**

Courtesy Warning Notice: At the time a potential infraction is first noted/reported and confirmed, a warning notice will be sent to the owner, describing the potential violation.

First Notice of Violation (Fine Warning): If after 48 hours of the courtesy warning notice a violation is not remedied, a fine warning notice will be sent via US MAIL to homeowner describing the violation. The owner will have 48 hours to remedy the violation and bring the property back into compliance.

Second Notice of Violation (Fine 1): If after 48 hours, the violation is not remedied, the Lot owner shall be sent a second notice of covenant violation and notice of a \$50 fine.

Third through Fifth Notices of Violation (Fine 2-4): If the violation continues un-remedied 48 hours after the second notice of covenant violation, a \$100 fine will be assessed. Each

subsequent 48-hour period that the violation continues un-remedied a doubling of the fine will occur for violation notices four and five (4-\$200, 5-\$400).

Continuing Violations: For any violation that continues after the fifth violation notice, a \$100 fine will be assessed every 48 hours until the violation is remedied.

8.4 **Pet Violations:**

Courtesy Warning Notice: At the time a potential infraction is first noted/reported and confirmed, a warning notice will be sent to the owner, describing the potential violation.

First Notice of Violation (Fine Warning): If after 48 hours of the courtesy warning notice a violation is not remedied, a fine warning notice will be sent via US MAIL to homeowner describing the violation. The owner will have 48 hours to remedy the violation and bring the property back into compliance.

Second Notice of Violation (Fine 1): If after 48 hours, the violation is not remedied, the Lot owner shall be sent a second notice of covenant violation and notice of a \$50 fine.

Third through Fifth Notices of Violation (Fine 2-4): If the violation continues un-remedied 48 hours after the second notice of covenant violation, a \$100 fine will be assessed. Each subsequent 48-hour period that the violation continues un-remedied a doubling of the fine will occur for violation notices four and five (4-\$200, 5-\$400).

Continuing Violations: For any violation that continues after the fifth violation notice, a \$100 fine will be assessed every 48 hours until the violation is remedied.

8.5 **Parking Violations:**

Courtesy Warning Notice: At the time a potential infraction is first noted/reported and confirmed, a warning notice will be sent to the owner, describing the potential violation.

First Notice of Violation (Fine Warning): If after 48 hours of the courtesy warning notice a violation is not remedied, a fine warning notice will be sent via US MAIL to homeowner describing the violation. The owner will have 48 hours to remedy the violation and bring the property back into compliance.

Second Notice of Violation (Fine 1): If after 48 hours, the violation is not remedied, the Lot owner shall be sent a second notice of covenant violation and notice of a \$50 fine.

Third through Fifth Notices of Violation (Fine 2-4): If the violation continues un-remedied 48 hours after the second notice of covenant violation, a \$100 fine will be assessed. Each

subsequent 48-hour period that the violation continues un-remedied a doubling of the fine will occur for violation notices four and five (4-\$200, 5-\$400).

Continuing Violations: For any violation that continues after the fifth violation notice, a \$100 fine will be assessed every 48 hours until the violation is remedied.

- 8.5 **Damage Assessment:** Violations that result in property damage to Association Property or cause the Association to incur cleanup costs will result in a “Damage Assessment” billed to a Homeowner’s account. The Damage Assessment shall be the actual cost of repair, replacement or clean-up, plus an additional 10% surcharge on the total billable amount. Non-payment of this type of Assessment will result in a lien being placed on the property, regardless of the total amount due.
- 8.6 **Continuing Violations:** In addition to any and all fines imposed pursuant to this Section, failure by a Homeowner to remedy a violation within the timeline specified by the Board will result in the following action:
- (a) If a violation continues for a period of thirty (30) calendar days from the date of the first violation notice, an additional fine will be assessed and continue to be assessed for each thirty (30) day time period in which the violation is not remedied.
 - (b) If a violation continues for a period of sixty (60) calendar days from the date of the first violation notice, a lien will be placed upon the Homeowners home.
- 8.7 **Billing and Payment of Fines:** All fines will be billed as incurred and are due and payable to the Evendell Homeowners Association within 30 days of the invoice date. Interest and late charges will accrue per the Collection Policy.
- 8.8 **Appeal Process for Fines:**
- (a) Any Homeowner receiving a Fine or Damage Assessment Notice, who believes that no violation has occurred, may submit a written request for a Due Process Appeal to the Board of Directors. A Due Process Appeal must be received by the Board within 10 days following the date of the Fine or Damage Assessment Notice.
 - (b) Upon the Board's receipt of a written Due Process Appeal from a Homeowner, the Board will suspend the assessment of additional “daily fines” for the violation in Appeal.
 - (c) Fines and Damage Assessments classified as “per occurrence” fines are not subject to suspension and repeat violations will result in additional fines if a like violation is under appeal.
 - (d) The Board will review the Homeowners Appeal pursuant to the Due Process Procedures outlined in Section 10 of this policy.
 - (e) Should the Board determine that there is no violation (finding for the Homeowner), written notification will be provided to the Homeowner, and all fines, fees and Damage Assessments previously paid for the cited violation will be refunded to the Homeowner.
 - (f) Should the Board determine that there is a violation (finding against the Homeowner), written notification will be provided to the Homeowner and the assessment of daily fines

will be retroactively charged back to the date of the request for appeal, if applicable. Fines will continue to be assessed until the violation is remedied.

- (g) All unpaid “daily” and “per occurrence” fines and Damage Assessments that have been assessed prior to the date of the Homeowner’s written Appeal, shall remain the responsibility of the Homeowner and will continue to accrue interest and late fees until paid in full.
- (h) If a fine or Damage Assessment becomes due prior to a decision by the Board at an Appeal Hearing, then the Fine or Damage Assessment is due and payable immediately after the Board’s decision at such Hearing, assuming that a fine or Damage Assessment of some amount is confirmed by the Board at such Appeal Hearing.

8.9 **Due Diligence:** When the Board of Directors imposes any monetary penalties against a Homeowner for failure to comply with the Governing Documents the Board must act in good faith and satisfy each of the following requirements:

- (a) The notice of the fine or Damage Assessment must describe the violation or damage.
- (b) The notice of the fine or Damage Assessment must state the amount of the fine or Damage Assessment.
- (c) The notice must state the date by which the violation must be remedied.
- (d) If the violation is not a repeat violation or similar to a previous violation about which a Homeowner has previously been warned or fined, or if the violation is not one that resulted in a Damage Assessment or clean-up costs, the notice must provide the Homeowner with an opportunity to remedy the violation and to avoid the fine.
- (e) The notice of a fine or Damage Assessment must state that the Homeowner, no later than 10 days after the date of the notice, may request a Hearing before the Board to contest the fine or Damage Assessment.

8.10 **Waiver of Timelines:** The Board of Directors reserves the right to deviate from the above-mentioned timelines. If in the Board’s opinion, a violation needs to be corrected immediately, the 14 day time line to remedy Lot Maintenance Violations (Structural and Landscaping, Cosmetic or Unsightly Conditions) may be modified.

9. Collection Policy

- Assessments are due January 31st of each year.
- The Association may agree to a payment plan for the current assessment year. Payment plans must be sufficient to pay the entire assessment within the assessment year. **Owners are encouraged to contact the Association if they are experiencing financial hardship and need to arrange alternative payments.**
- Assessments are considered delinquent if they are not received by 30 days after the due date.
- Delinquent accounts will be charged a \$35.00 monthly late fee.
- Delinquent accounts will continue to accrue the late fee each month thereafter until the account is paid in full or until an approved written payment plan is established.
- Late fees will be applied to accounts on the 5th day of each month.

- If after 60 days delinquent (or an owner's delinquent account balance exceeds \$500 and the owner makes no attempt at arranging payments) the Association may prepare a "Notice of Intent to Lien & Collect" and will send to the owner(s)' last known address via certified mail. The owner's account will be charged \$35 for this service.
- **If no payment is received within thirty days of the mailing of the Notice of Intent to Lien & Collect, a lien will be prepared and recorded against the property and the owner(s) thereof and the account may be forwarded to a collections attorney or third-party collections agency with no further notice.** All resulting collection fees and costs associated with recording the lien will be added to the total delinquent amount secured by the lien. The lien shall have perpetual existence until the assessments are paid.
- The association may, without further advance notice to the owner(s) proceed to take any and all additional enforcement remedies. Including assigning the owners account to collections, non-judicial foreclosure of such lien, judicial foreclosure, or suit for money damages, all at the expense of the property owner.
- The Association may recover all reasonable costs incurred in collecting any delinquent assessment, including reasonable attorney's fees.
- The Association may, for good cause and at its sole discretion, agree to a payment plan which permits payment of the delinquent assessments(s), late charges, interest and other related collection costs. Payments on delinquent balances shall be sufficient to pay off the past due balance within the current calendar year unless otherwise agreed to by the board of directors. All payment plans must be agreed to in writing.
- All payments received by the Association, regardless of the amount paid, will be directed to the oldest assessment balances first, until such time as all the assessment balances are paid, and then to late charges, interest and costs of collection unless otherwise specified by written agreement.
- There will be a \$50.00 charge for checks that are returned for insufficient funds and direct debiting failures.
- All above referenced notices will be mailed to the owner(s) at the last mailing address provided in writing to the Association by such owner(s).
- The mailing address for payment of assessments is:

Evendell HOA
c/o HOA Community Solutions
PO Box 364
Gig Harbor WA 98335

10 Due Process Hearings

10.1 Request for Due Process Hearings: Any Homeowner and Member of the Association may request a Hearing pursuant to the following guidelines:

- (a) Claimant: If the remedy for a violation cited in Section 9, is not to the claimant's specifications a Hearing may be requested.
- (b) Respondent: If the respondent feels the claim made against him/her is not valid, he/she may request a Hearing.
- (c) Homeowners: Any Homeowner may request a Hearing when a disagreement over a Board or Committee decision occurs.

- (d) Board of Directors: The Board may at any time request a Hearing concerning a violation of the Governing Documents.
- (e) Architectural Committee: The Committee may request a Hearing when a decision is being questioned.
- (f) Requests Made: All requests for a Hearing must be made in writing to the Board of Directors. The request should detail why a Hearing should take place.

10.2 **Composition of Hearing Board:** All Due Process Hearing Requests shall be heard by a group of impartial representatives of the Association. The following individuals shall comprise the Hearing Board.

- (a) The Board of Directors shall serve as Due Process Hearing Board.
- (b) Members: The Due Process Hearing Board shall be comprised of at least three (3) members of the Board of Directors of the Association. The Hearing Board may also include members of the community and other impartial parties. The Hearing Board shall not exceed five (5) members.
- (c) Authority: The Due Process Hearing Board is authorized and empowered to investigate, hear and determine all complaints concerning violations of the CC&R's, Bylaws, Architectural Guidelines, Rules and Regulations and other Association Policy by any Homeowner, an occupant of the Homeowner's residence, or the Homeowner or occupant's family, guests, employees, contractors, agents, lessees, or invitees or the Association. The Hearing Board is also authorized to impose Fines and Damage Assessments as provided for in Section 9 of this document and to require the non-prevailing party to reimburse the Association for its costs, including reasonable attorney's fees, in connection with the complaint.
- (d) Officers: The President of the Board of Directors shall serve as Chairman of the Due Process Hearing Board.

10.3 **Due Processing Hearing Procedures:** The Hearing Board will adhere to the following procedures:

- (a) The Due Process Hearing Board will respond to each Hearing Request within thirty (30) days after receiving the written request by scheduling a Hearing.
- (b) The date of the Hearing will be not less than seven (7) days and not more than thirty (30) days from the receipt of the request for a Hearing.
- (c) The Board may schedule Hearings that do not conform to the above time lines if an emergency situation requires immediate action by the Hearing Board.
- (d) If the date of the Hearing is not acceptable, the parties have three (3) days from receipt of a Hearing Notice to request a new Hearing Date; the request for change of Hearing must be received within the three (3) day timeline; the Board will reissue a new Hearing Notice within three (3) days. The new Hearing Date need not be more than seven (7) days from the new Hearing Notice, but in all cases must be within thirty (30) days from the original request for a Hearing.

- (e) Only in cases of emergency will a Hearing be rescheduled after the three (3) day timeline to request a change in Hearing has elapsed. The Hearing Board will determine the acceptability of the emergency.
 - (1) Parties at the Hearing: The hearing may be attended by the Due Process Hearing Board as described in Section 10.1, the complaining party, the party requesting the Hearing, and any witnesses or other persons who may have an interest in the Hearing.
- (f) Each party has the right to representation by counsel at his/her own expense. Due to the limitations of space or the issue to be discussed, the Hearing Board may conduct the Hearing in executive session.
- (g) Procedure at the Hearing: The Hearing will be a formal meeting with a Chairman as described in Section 10.1. At the beginning of the Hearing the Chairman will explain the rules and procedures by which the Hearing is to be conducted. Both sides will present evidence, witnesses and testimony regarding the complaint without interruption. Either party may make a claim in writing to the Hearing Board instead of being present at the Hearing. Note: This will preclude the Hearing Board from asking relevant or clarifying questions prior to rendering a decision.
- (h) The Hearing Board may expel any person from any Hearing for improper, disorderly or contemptuous conduct.
- (i) Default: If either party concerned in the claim fails to appear for reasons other than an emergency, the Hearing Board will base their findings on whatever evidence is presented at the Hearing, regardless of that party's presence. If the Hearing Board needs to reschedule the Hearing Date due to an emergency, the parties will be informed of a new Hearing Date pursuant to Section (d).
- (j) Decision. The Hearing Board will notify all parties concerned of its decision within ten (10) days of the Hearing. The decision will be in writing and will include findings of fact and the conclusions based on cited rules. The decision will be entered in the Association's minute books and become a permanent part of the Association's records. The decision will be public record unless either party requests a sealed file; the decision to seal a record is at the sole discretion of the Hearing Board.
- (k) Upon the Hearing Boards discretion, a verbal decision may be made at the time of the Hearing if the Hearing Board determines that immediate action is required; written notice of the Hearing Boards decision, as noted above, will also be provided within the ten (10) day timeline.

11 Association Meetings

All Association Meetings, including but not limited to: Members Meetings, Board Meetings and Committee Meetings shall be conducted according to Roberts Rules of order. In consideration of all Members of the Evendell Homeowners Association, the Board of Directors has adopted the Policies below to clarify expectations for conduct at Association Meetings.

11.1 Process of Meetings:

- (a) The presiding officer will call the meeting to order.
- (b) Each Officer and Committee Chair will give a report. The Board of Directors will discuss and vote upon Association business per the agenda. Homeowners are requested to abstain from making comments or voicing their opinions unless the presiding officer has made a motion to allow otherwise.
- (c) Once all Association business has been discussed and voted upon, the meeting will be opened for Homeowners to ask questions and/or state any concerns or requests they may have.

11.2 Preparation for All Board Meetings:

- (a) Homeowners should submit requests to be heard by the Board of Directors 2 weeks prior to the meeting to the President so that an agenda can be prepared.
- (b) Committees should submit their reports 2 weeks prior to the meeting to the President so that an agenda can be prepared.

11.3 Manner at Meetings: The conduct of the Board of Directors, Members and Guests shall be as follows:

- (a) All Directors, Officers, Members and Guests shall mutually respect each other and all opinions.
- (b) All Members have the right to speak but only when granted by the presiding officer.
- (c) All Members are urged to share their ideas and consider each other's ideas respectfully.
- (d) No Member shall use any form of personal criticism or ridicule.
- (e) A Member may criticize an idea but never a fellow Member or Director.
- (f) A Member must never interject or interfere with another Member's right to an uninterrupted floor when speaking.
- (g) All decisions should be based on consideration of the facts rather than on the skill of speakers, how one may personally feel about another, or on an opinion of how another might vote.
- (h) Profanity and yelling are not permitted.
- (i) When requested by the presiding officer to cease, the Member or Director must either stop speaking or risk being ejected from the meeting by the presiding officer.
- (j) Directors or Members that disrupt meetings may be barred, at the discretion of the Board of Directors, from attending any and all meetings pertaining to the Association.
- (k) No smoking is permitted.
- (l) No food, beverage or gum chewing, bottled water, is permitted unless waived by the presiding officer.

12 Amendments

The Rules and Regulations Policy may be amended as necessary by the Board of Directors by majority vote. Any amendments to the Rules and Regulation Policy are effective upon approval of the Board of Directors and distribution to the Members.

Certificate of Adoption

The undersigned President and Secretary of Evendell Homeowner's Association certify that the foregoing Rules and Regulations were duly adopted by the Board of Directors.

Dated this 16th of November, 2019

Evendell Homeowner's Association

By: Jonathan Kunkoo
President

By: [Signature]
Secretary