



**RULES AND REGULATIONS
OF
BUCKEYE VALLEY ESTATES HOMEOWNERS ASSOCIATION
(Revised and in effect 2014)**

The Buckeye Valley Estates Homeowners Association Declaration of Covenants, Conditions Restrictions and Reservations of Easements ("Declaration") are binding on all Lots within Buckeye Valley Estates. The intention of the Declaration is to protect the value of members' properties by meeting certain standards of appearance and conduct throughout the development. Some of the information already documented in the Declaration is repeated herein for easy reference. This document is not intended to override any clearly stated provision of the Declaration. In case of a conflict, the Declaration shall always take precedence and must be adhered to. These Rules and Regulations ("Rules") are enacted and subject to amendment pursuant to RCW 64.38.020 and Section 6.4 of our Declaration. The Board of Trustees, pursuant to Section 9.3 of the Covenants has the right to grant exceptions to these Rules or the Declaration under appropriate circumstances. If the Rules are changed, the Association will not rescind any action taken or approval granted under the Rules in place at the time of approval. The granting of an exception or a lapse of enforcement does not constitute a change to the rules.

ARCHITECTURAL COMMITTEE RULES AND REGULATIONS

The Declaration clearly defines certain requirements while leaving the details of other restrictions to be managed by the Board of Trustees and the Architectural Committee ("AC"). These Rules were developed and adopted by the AC in order to clarify the provisions of the Declaration. These rules were adopted by majority vote of the AC pursuant to Article 6.4 of our Declaration, after review and input by the Board. Failure to comply with these AC Rules or with the terms of the Declaration may result in fines, loss of voting rights, and other sanctions.

Primary Residence:

Plans for residences must be approved by the AC prior to commencing construction. These plans should include location on the lot and a reasonable facsimile of the building façade visible from the street, along with specifications for finish grade elevation siding and roofing materials and colors. Once constructed in accordance with plans and specifications previously approved, a structure that is worn or damaged may be repaired, rebuilt, or repainted to the exact originally approved specifications without any new submission or approval. If changes of any kind are planned (including new paint color), these plans must be submitted and approved by the AC prior to the changes being implemented.

Adjoining Roadway, Approaches & Driveways:

Property adjoining roadway must not be altered in any way that causes erosion or road surface degradation. Construction accessing utilities within the common roadway requires AC approval, followed by appropriate repair to match preexisting road surface and grade. All approaches and driveways shall be constructed and maintained with a minimum improved

surface of basalt, dark colored gravel, or improved surface such as asphalt pavement or concrete. Approaches or driveways which do not support or maintain the structural integrity of the adjoining common road surface, or which permit tracking debris such as mud or dirt onto road surface are not permitted beyond 30 days or AC approved construction periods, whichever is greater.

Landscaping:

Completed landscaping shall include tastefully arranged lawn, shrubs, trees, and flowers surrounding the main structure and extending at least 20 feet in the direction of the street and the two adjacent sides. The landscaping shall include at least 800 sq. ft. of mowed sod. Landscaping plans that meet these requirements need not be submitted to the AC and do not require formal approval. Plans not including the minimum sod or containing unusual features may be acceptable but must be presented to the AC for approval. Landscaping modifications (adding trees, mulch, etc.) may be done without pre-approval, providing that the landscaping meets the requirements above. Upkeep must include regular mowing of sod, control of noxious weeds, by field mowing or spraying, trash & litter control along the roadway of one's lot and general all around tidiness. It is the homeowner's responsibility to ensure that their landscaping and its upkeep are at all times in compliance with all County and fire protection codes and noxious weed control regulations.

Landscape Structures:

Standard flagpoles up to 30 feet tall are allowed. No other landscaping structures (excluding live trees and vegetation) taller than 10 feet are allowed unless pre-approved by the AC. Ranch style driveway markers are not appropriate for a residential neighborhood and are not allowed. There shall be no plantings or structures erected by homeowners on any corner lot rising more than 3 feet above ground level within 15 feet of the intersection of any two street lines. It is also requested that homeowners on corner lots keep natural vegetation trimmed to allow visibility, but this is outside the purview of the Architectural Committee.

Outbuildings:

Outbuildings in a style and construction complementing one's home (determined by the sole discretion of the AC) are allowed but must be approved by the AC. All constructed and pre-fab structures such as shops, sheds, play-houses, garages, gazebos, roofed picnic pavilions etc. whether on a concrete foundation or not, require the submission and approval of a plan before construction and/or placement begins. No temporary structures (ones without County permits like tarp or tented buildings) are allowed more than 30 days. Up to two doghouses, not to exceed a size of 3 feet by 4 feet each, matching dwelling color, siding, and roofing material/color, are permitted with placement restricted to the side or backyard, and within covenant dwelling setback requirements

Play sets and Sports Equipment:

Play sets such as swing sets, "jungle gyms" and basketball hoops may be constructed without prior approval if they are of reasonable size and color.

Fences:

Fences that are, in the view of the AC, in keeping with the architectural style of the home are allowed. In general, chain link fence should be restricted to the back of the property and not visible from the street side of the property. All fences with cemented posts require the submission and approval of a plan before construction begins. Potentially dangerous fences such as barbed wire, high-voltage electric wire, metal spiked or otherwise threatening or potentially injurious are discouraged but may be allowed if reviewed and approved in writing by the AC. Deer fencing around gardens and shrubs that utilize materials such as deer netting, black chain link, or other material that is of low visibility from a distance and that are attached

by staking so as to be readily removed, may be constructed without pre-approval provided that the total length does not exceed 250 lineal feet.

Pools:

Above ground pools that are temporary in their construction are allowed in the months of May through September but must be removed and stored out of sight for the months of October through April. Fixed position, above ground swimming pools of a year-around construction are not allowed where visible from the road or other lots. In-ground pools must be approved by the AC and isolated by a fence, enclosure, or safety barrier per county codes. Man made water hazards (ponds, etc.) may have to be fenced to comply with insurance and local laws.

Exterior Lighting:

Exterior lighting shall be unobtrusive to neighboring lots and no mercury vapor lighting or similar unshielded lighting shall be used.

Signage:

Signage marking the name of the occupants of a residence is allowed. No billboards, or message placards are allowed. Roadway signage (by individual property owners) warning that this is private property and that trash dumping, 3rd party use of roads and facilities for parking, walking, cutting through to other highway, recreational use (fishing, rafting, bike riding, snow machines, etc.) are allowed but restricted in size to no larger than one square foot each.

Open Storage:

There shall be no storage of disabled vehicles (cars, trucks, snowmobiles, ATV's, or other vehicles) on the property unless enclosed in an approved structure.

Except during the construction of the main residence, there shall be no long-term storage (long term is defined as more than three months) of building materials, timber, commercial vehicles, farm equipment or refuse on the property, unless enclosed in an approved structure.

Miscellaneous:

Other changes or improvements to a lot or residence not addressed/approved in this document will have to be presented to the AC for consideration and must be approved prior to starting the landscaping or construction.

Any application submitted to the AC shall be deemed approved, unless written disapproval or a request for additional information or materials by the AC is transmitted to the applicant within 45 days after the date of receipt by the AC of all required materials. If construction of a structure approved by the AC does not commence within 6 months of plan approvals, the approval will expire and a new request will need to be submitted and approved before construction begins.

ENFORCEMENT RULES AND REGULATIONS, FINE SCHEDULE

The following Enforcement Rules and Regulations and Fine Schedule for the Buckeye Valley Estates Homeowners Association have been adopted by the Board of Trustees, pursuant to the authority granted to the Association in the RCW 64.38.020. We live and interact fairly closely with our fellow residents. Common courtesy dictates that our actions not infringe on or impair the rights and quality of life of other residents. It is expected that each resident will act with good behavior, with a sense of respect for the rights of others and that neighbors make the effort to get along with each other and to reasonably resolve any disagreements independently. These Rules are designed to ensure that each of us achieves the maximum enjoyment of our homes. Each member of the community, whether owner, tenant or guest, needs to abide by the

standards of the community and comply strictly with the Declaration, Bylaws and these Rules which will promote the harmony and cooperative purpose of the community, and our quality of life, as well as enhance and protect the value and marketability of all our homes. Each owner is fully responsible for conduct of and the compliance by their family members, guests, tenants and other occupants of the owner's property while they are within the community.

Failure to Pay Assessments when Due.

Due to the number of delinquent accounts, the Association will no longer tolerate non-payment or late payment of Assessments. If Assessments are not paid and received by the management company on or before the due date, late fees, interest, and other charges may be assessed.

A. Late Fees, Interest, and Other Charges.

As provided in Article 3 of the Declaration, (i) Assessment payments are late if not received within 30 days after the due date, and interest and a late fees will be added to the balance owed, (ii) if legal action to collect past due Assessments is begun, the Owner will be responsible for payment of attorney fees and costs incurred by the Association, and (iii) the rights of an Owner who is in default in payment of any assessment may be temporarily suspended.

A fee of \$40.00 will be charged on returned checks

Any payment which does not cover all amounts due, will be applied first to attorney fees and costs, then to late and returned check fees, then to interest and finally to Assessments.

Any Owner unable to pay Assessments should contact the President or Treasurer of the Association as soon as possible. It may be possible to avoid accumulating fees if you work out a payment plan. The Board, in appropriate circumstances, may waive late fees and interest and provide alternate payment schedules for Assessments and other charges.

B. Collection Procedures.

Assessment accounts more than 30 days past due, may result in the Association engaging an attorney or collection agency to collect the debt. The Owner will be responsible for all attorney fees and costs incurred by the Association.

Assessment accounts more than 60 days past due, may result in filing a Notice of Assessment Lien. The Owner will be responsible for all costs of preparation and recording of the Notice.

Assessment accounts more than 90 days past due may result in filing of a legal action to collect sums due. The Owner will be responsible for all attorney fees and costs incurred by the Association, and may be subject to garnishment, foreclosure and other collection procedures.

Violations of Declaration or Association Rules.

A. Complaints.

Enforcement procedures may be initiated by the Board on its own initiative, or in response to a complaint from an Owner. Violations must be reported in writing (except in the case of emergency) to any Board member, must be based on first-hand knowledge of the person making the complaint and identify the person making the complaint. The Board will endeavor to respond within 30 days after the next Board meeting. The Declaration also grants each Owner the right to commence an action to enforce the Declaration.

B. Investigation, Notice of Violation.

In any case referred to the Board, enforcement shall begin with an investigation into the violation. If investigation suggests that no violation has occurred, or if the Board declines to pursue enforcement in accordance with Section 8.3 of the Declaration, the Board shall take no further action, except notice of the decision to any complaining Owner. If investigation suggests

a violation may have occurred, a letter will be sent to the alleged violator, describing the violation and identifying the applicable rule or provision of the Declaration and requesting compliance within a stated deadline. The deadline given shall be a reasonable time within which to correct the violation and fully comply, and the Board will consider the nature of the violation, the circumstances of the Owner and the property, and the action required to correct the non-compliance in determining a reasonable deadline. The notice will also inform the Owner of the fines to be imposed, and the right to request a hearing concerning the imposition of fines, in accordance with RCW 64.38.020(11).

C. Enforcement.

If the Owner fails or refuses to comply, the Board shall have discretion to determine appropriate enforcement action where more than one option is available. Without limiting any other available remedy, the Association may assess fines against the Owner according to the Fine Schedule below. Additional fines may continue to be assessed while a legal action is in process, if the violation continues. All attorneys' fees and costs shall be recoverable by the prevailing party from the losing party in any action, lawsuit, or other proceeding involving the enforcement of the Declaration, Bylaws, or these Rules.

D. Fine Schedule.

RCW 64.38.020(11) provides that an Association may levy reasonable fines in accordance with a previously established schedule adopted by the Board and furnished to the owners, for violations of the governing documents of the Association. If any violation is not corrected by the end of the deadline stated in the notice of violation, the following fines will be assessed to the Owner:

- House Plans Not Submitted: A \$250.00 fine will be imposed on any owner that starts construction of a new home or an exterior remodel to an existing home (including a change in exterior colors) without the prior approval of the Architectural Committee. This fine may be imposed even if house plans are subsequently approved. If the plans are not approved, the Association may demand that alterations be made.
- Failure to Seek Approval of Other Permanent Structures: A \$100.00 fine will be imposed on any owner that has started or completed a construction or remodel of a permanent structure other than a home (i.e. fence, outbuilding, or like structure) without the prior approval of the Architectural Committee. Each structure violation by a homeowner is subject to this fine individually. This fine may be imposed even if the improvements are subsequently approved. The Association may require removal of any permanent structure for which approval has not been granted.
- Other Violations: Anyone refusing to comply with a "Not in Compliance" notice for any other violation of the Declaration, will be fined \$50.00 for each month that they remain out of compliance past the deadline stated in the notice of violation.

All fines imposed by the Association upon an Owner, which remain unpaid for 30 days after being billed shall be deemed Assessments and automatically constitute a lien on the Lot and all its improvements, and may be handled and foreclosed upon in the same fashion as if it were a lien for unpaid Assessments. The Association may file a Notice of Assessment Lien with the county in order to protect its interests regarding unpaid fines. The lien shall include attorneys' fees, and all costs and expenses incurred by the Association.

E. Right to Hearing:

RCW 64.38.020(11) provides that the Board may not impose fines without notice and the opportunity to be heard by the Board.

Any Owner found by the Board to be in violation of the Declaration or these Rules may request a hearing to offer a defense to, or to explain extenuating circumstances regarding the imposition of fines. The request for hearing must be mailed or delivered to the President of the Association within 30 days after the date of the Board's notice of violation, and must contain the Owner's name and address; reasons, basis and defense for the hearing; copies of all supporting documentation; and the names of any witnesses expected to testify at the hearing.

The Board will send confirmation of receipt of the request for hearing, which shall also set a date for the hearing no sooner than 15 days or later than 45 days after the date of the request for hearing. The hearing shall be heard by the Board, or if the notice of violation was initiated by the Board, the Board will appoint and assemble a minimum of two Members of the Association who are not Officers or Directors to act with the Board at the hearing. The Owner, or the Owner's representative, shall have up to thirty minutes to explain the circumstances of the matter and provide grounds as to why the penalty should be waived, reduced, or cancelled. The Board may continue the hearing to conduct further investigation. The concurrence of a majority of the hearing panel shall be required to render a decision. The Owner shall be notified of the decision on the hearing no later than 7 days after the date of the hearing. A request for a hearing shall not prevent assessments fines, interest and late fees from accruing, but actions to collect them shall not proceed until conclusion of the hearing process. Fees and fines are payable within 60 days of the notice of decision. Appeals shall be to state courts sitting in Spokane Washington and shall be valid only if commenced within 30 days after the notice of decision.

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