

# Rules & Regulations

## 3.030.0 - Aesthetics

### I. Introduction

Article IX, Section 4 of the Fairwood Greens Homeowners' Association CC&R require that each homeowner shall maintain the exterior appearance of their property in a manner that upholds the quality of the neighborhood. These declarations are to protect all homeowner property values by ensuring a well-kept, safe, and desirous place in which to live. All exterior areas must be consistently maintained. These rules are intended to supplement the CC&R which address aesthetics, not supplant or amend them, and in the event of an inconsistency or conflict between these Rules and the CC&R, the CC&R shall supersede and apply.

Homeowner is responsible for all that occurs on their property, whether by tenant, guest, or other occupants. This document is sole authority for fines and the timing thereof.

### II. Aesthetic Categories

- A. Yard Maintenance:** Lawns shall be mowed and of even height with no overgrowth on sidewalks or driveways. Lawns shall be free of weeds and significant moss, with no bare spots and free of leaves and debris. Planting areas shall be free of weeds and debris. Rock or other landscape walls shall be in good repair, free of weeds and moss. Driveways, walkways, and sidewalks shall be free of moss, with no grass/weeds growing in cracks. Woodpiles shall not be visible from the street at any time. Vehicles and recreational vehicles of any type shall not be parked or stored on grass or grounds of the front or side yards.
- B. Home Exterior Maintenance:** Paint and/or stain on each structure (house, fence, deck, etc.) shall be uniform in color, and without significant fading, cracking, or peeling. Roofs shall be kept free of moss or accumulation of any debris which detracts from a clean appearance of the roof.
- C. Holiday Decorations:** Seasonal lights and other holiday displays must be removed from view within thirty (30) days following the holiday occurrence.
- D. Trees & Shrubs:** Trees and shrubs shall have an orderly appearance with no presence of dead trees/shrubs. Trees and shrubs shall not encroach onto or over the sidewalks or otherwise interfere with passage of pedestrians. Trees and shrubs shall not interfere with or obstruct lines of sight of oncoming traffic at street intersections nor street signs. Trees and shrubs shall not interfere with or obstruct light from lampposts providing light for and onto sidewalks and streets.
- E. Signs:**
  - 1. For Sale or For Rent – One sign may be placed by the homeowner, builder or by a licensed real estate broker, not to exceed eighteen inches by twenty-four inches (18"x24"), on any lot. "For Sale" signs must be removed within ten (10) days after the date of closing of the sale of the property. "For Rent" signs must be removed within two (2) days after a lease agreement is entered into.
  - 2. Contractor – One sign not to exceed eighteen inches by twenty-four inches (18"x24") may be displayed by a contractor on a lot during the period that work is being done. Sign must be removed within seven (7) days after work is completed.
  - 3. Political – One sign per candidate and/or ballot issue not to exceed twenty-four inches and thirty-six inches (24"x36") may be placed by an owner on his/her lot. These signs can be displayed no sooner than 120 days before an election and must be removed within one (1) week after the last day for voting (election date) per Washington RCW 64.38.034. Such signs cannot be posted anywhere on common areas of the Association.

4. Signs/Symbols/Flags: The following are acceptable; however, the Association Board has the discretion to reasonably control size, nature, location, and number: US flag, security alarm, sport teams, school, no solicitation, spiritual, motivational, religion, and the like.
5. Signs/Symbols/Flags Not Allowed: Displays of the following are not acceptable: those that in the discretion of the Association Board represent, foster, or support hate or discrimination (racist, antisemitic, homophobic, anti-disabled persons, profanity, lewd) or are generally considered as anti-democracy or anti-civil rights, including without limitation swastikas, lynching ropes, racist words or descriptions, offensive gestures, and the like.

**F. Containers for POD, Garbage Construction Dumpster and/or Port-a-Potties:** Homeowner shall seek and receive approval from the Architectural Control Committee via US mail, email, or online form, before parking or placing onto any street or property to be parked longer than 72 hours. Homeowners shall submit a new request for extension.

1. POD moving containers and/or trailers may be parked in driveway during a limited amount of time (maximum 120 days) during construction.
2. Garbage construction dumpsters and/or trailers can be parked in driveway (for most projects a maximum 90 days; provided, however, the Board may permit a longer period of time depending on the nature and extent of the project) during construction and must be dumped regularly so that no construction materials waste is spilled on to the homeowner's lot.
3. See R&R Waste Container Storage for specific information on these types of containers.

### III. Repetitive Offender

When acts or omissions of an owner which violate governing documents requirements or restrictions including those within this Rule or Policy repeatedly and continually occur over periods of time despite past notice or letters from the Association informing homeowner that such actions or omissions are violations, such a homeowner is defined as a "repetitive" or "chronic offender."

The Association Board considers it reasonably necessary to address the repetitive/chronic offender situation because such homeowner behavior may result in Association exerting more time, monies (including attorney fees), materials, monitoring, and corrective action effort than with homeowners who incur single, isolated or rare offense. Further, the repetitive/chronic offender has a much greater adverse impact on the attractiveness and value and marketability of homes in the community, and on the quality of life of other owners. Accordingly, the Association Board has adopted this Article and other provisions in this Rule or Policy related to this topic in the hopes of deterring owners from becoming or continuing to be identified as repetitive/chronic offenders and to help recover the costs of the excessive time, effort, and monies expended by the Association in dealing with such owners.

Due to the increased problems for the Association and the community caused by repetitive/chronic offenders, and because such homeowners continue to violate the same or similar governing document issues time after time, it is reasonable to impose enhanced fines or penalties on them. If the Association Board or any Committee designated by it to monitor and address this topic determines that a homeowner is a repetitive/chronic offender regarding one or more issues or violations of the governing documents, the Association Board will issue a notice to homeowner at his or her last known address that homeowner is considered a repetitive/chronic offender, and to cease and desist the violation(s) then at issue. The notice will inform owner of the right to request a hearing due to possible fines being imposed. At that point and thereafter, if such homeowner does not stop or correct the violation(s) involved, enhanced fines may be imposed pursuant to those listed in the schedule below.

The following standards of conduct/violations will assist the Association Board in determining whether a homeowner should be classified as a repetitive/chronic offender, but are not the sole factors that the Association Board may consider when making a determination whether a homeowner is a repetitive/chronic offender.

**A. Yard Maintenance – three (3) violations occurring within any twelve (12) month period**

- B. Home Exterior Maintenance – one (1) violation occurs each year for two (2) consecutive years
- C. Trees & Shrubs Maintenance – one (1) violation occurs each year for two (2) consecutive years
- D. Holiday Decorations – one (1) violation occurs each year for two (2) consecutive years
- E. Signs – one (1) violation occurs each year for two (2) consecutive years

The above listing is not intended to limit the Association Board in considering other patterns or topics as being within the category of repetitive/chronic offender. The Association Board retains the discretion to look at other categories or topics and evaluate a homeowner's pattern of conduct in addressing such topic and determine whether the homeowner is a repetitive/chronic offender and therefore subject to this Rule or Policy and the enhanced fines set forth below.

#### IV. Infractions

Once a violation has been reported and confirmed, and the violating homeowner notified in writing, if homeowner does not correct in a timely manner, fines may be assessed.

At the Association Board's discretion, legal action may be taken against the violating homeowner at any point once a violation has been confirmed. Additional fines will continue to be assessed while the legal action is in process if the homeowner remains in violation of these Rules or the CC&R. All attorney fees and other costs associated with enforcement of this Rule may be assigned to or assessed upon the violating homeowner and shall be an automatic lien upon the homeowner's lot and collectible in the same fashion as if an assessment under the provisions in the Declaration of the Association, including the recording of a formal lien and foreclosure of it to protect the interests of the Association in collecting of all sums owed to it. Procedure to appeal the Association Board's decision can be found under Rules & Regulations for Appeal Process.

#### V. Fines

- A. Yard Maintenance:
  1. First notice: warning letter only (homeowner rectifies violation immediately)
  2. Second notice: final warning letter stating date fine will commence if not rectified
  3. Third notice: \$10/daily until rectified
  4. Repetitive offense: three (3) violations within one (1) year: \$50/daily after one notice
- B. Home Exterior Maintenance, Trees & Shrubs, Signs, PODs, Dumpsters or Port-a-Potties:
  1. First notice, warning letter only (homeowner rectifies violation immediately)
  2. Second notice: final warning letter stating date fine will commence if not rectified
  3. Third notice: \$10/daily until rectified
  4. Repetitive offense: one (1) violation each year within two (2) consecutive years: \$50/daily after one notice
- C. Holiday Decorations:
  1. Single offense: \$10/day beginning the 31st day following holiday.
  2. Repetitive offense, one (1) violation each year within two (2) consecutive years: \$50/daily after one notice

All final warning notices before fines commence shall inform homeowner of his/her right to request a hearing.

#### VI. Collection of Fines

The Association will bill the violating homeowner the applicable fines at such time and for such periods as the Association considers reasonable. All fines imposed by the Association upon a homeowner which remain unpaid for 60 days shall 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 under the Association's governing documents and the laws of the State of

Washington. The Association may file a formal lien with King County in order to further protect its interests regarding the unpaid fine(s). The amount of the lien shall include interest, and all costs and expenses, including attorney fees, incurred by the Association in the imposition and collection of such unpaid fine(s).

#### **VII. Rule Enforceability**

If any portion of this rule is determined to be legally unenforceable, it shall not negate the enforceability of the remaining portions of the rule.

**END OF SECTION**

Originally dated and adopted by the Board of Trustees the 23rd day of August 2016.

Revised: 8/23/22