

Rules & Regulations

3.060.0 - Annoyance/Offensive Conduct

I. Introduction

The intention of this R&R is to prevent or stop annoying nuisance conduct or egregiously offensive conduct.

Annoying nuisance conduct is defined or explained below.

Egregious conduct includes but is not limited to profane, intimidating, and/or abusive physical or verbal conduct directed at, or which affects a neighbor or neighbors or other owners in the community, which is not an isolated act or incident, and by its nature, has an adverse impact or effect on other owners and/or their use and quiet enjoyment of their properties. It is recognized in a civilized society that such conduct that may otherwise be described as extraordinarily bad or near outrageous, adversely affects the safety, quality of life, and welfare of other owners in the neighborhood and community at large far more than annoyance or nuisance conduct.

This R&R is designed and intended to handle situations where the homeowner/tenants or their guest(s) conduct is/are causing annoyance or nuisance of a nature or to an extent which adversely affects the quality of life or enjoyment of home and property by a neighbor or other owners in the community.

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. Rule

A. Annoyance Conduct: In such cases where a homeowner, or his tenants or occupants of the property, or their guest(s) (collectively "resident" in this R&R) has engaged in conduct which involves fairly typical noise or annoyance nuisance situations (for example and including without limitation loud talking, loud music and/or loud partying, especially on work days or times in the night that are especially disruptive to other owners) and it causes annoyance or nuisance to a neighbor or neighbors or other homeowners in the community, after confirmation of the incident a written warning notice may be issued by the Association to the offending homeowner to cease and desist and not further engage in such conduct. Such written notice will advise the offending homeowner that if the conduct does not immediately cease or occurs again, for every confirmed instance of such conduct after the notice is given a fine may be imposed on the homeowner.

B. Egregiously Offensive Conduct: In such cases where a homeowner is engaging in egregiously offensive conduct as described above, upon confirmation of the incident a written warning notice may be immediately issued by the Association to the offending homeowner to cease and desist such conduct and to not engage in it in the future, and that fines shall be imposed if further similar conduct occurs.

III. Infractions

Once a violation has been reported and confirmed, the violating homeowner notified in writing, and, if not corrected in a timely manner, fines shall 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 the declaration. 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 & Regulation for Appeal Process.

IV. Fines

- A. Annoyance Nuisance Conduct
 1. First confirmed occurrence: warning letter; no fine
 2. Second confirmed occurrence: \$100/occurrence
 3. Third and subsequent confirmed occurrence: \$200/occurrence
- B. Egregious Offensive Conduct
 1. First confirmed occurrence: warning letter; no fine
 2. Second confirmed occurrence: \$300 fine
 3. Third and subsequent confirmed occurrence: \$1,000/occurrence

V. 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 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).

VI. 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 25th day of January 2011.

Revised: 8/23/22