

# Rules & Regulations

## 3.080.0 - Commercial Vehicles

### I. Introduction

Article IX, Section 4 of the Fairwood Greens Homeowners' Association CC&R has established that business and commercial use of property are prohibited, regarding trade service or business vehicles parking.

The Board has interpreted and applied the phrase "...vehicles...used in connection with any trade service or business, wherever the same may be conducted..." (referred to hereafter as "commercial vehicles") found within this CC&R section. This phrase is not defined in the CC&R, and the phrase is a key element of this R&R for purposes of enforcement. Adopting this R&R provides guidance to homeowners/members regarding what will be considered a commercial vehicle for purpose of this covenant and the types of vehicles they may park on and around their property and on the streets of the community.

In arriving at this interpretation the Association Board considered:

- The CC&R preamble, which states that the covenants "...are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property..." of the community;
- The residential nature of the community;
- The size of driveways and general street conditions within the community;
- The potential impact on the looks and quality of the community, and the value and marketability of homes in the community, if commercial vehicles are allowed to be parked in driveways, on lots, or on the streets; and
- The interest of all members in maintaining an esthetically pleasing community.

These and other factors, when applied to the concept of commercial vehicles, can affect, or impact the market value of homes in the community, the esthetics of the community, and the Members' general quality of life.

Accordingly, the Association Board, in the interest and for the benefit of the community, adopts the following interpretation:

Hereafter, when the Association interprets and enforces Article IX, Section 4, regarding the parking of commercial vehicles, the phrase "vehicles...used in connection with any trade service or business, wherever the same may be conducted" shall be interpreted as meaning any vehicle, regardless of size, make or model, which a reasonable person would consider as being substantially designed or intended for business, trade or commercial use, in whole or in part, due to its signage, equipment, attachments and/or fixtures, in other words based upon its appearance and/or configuration. The fact a vehicle is not currently being used for commercial or business purposes is not the test. Rather, the test is based on the existing appearance and configuration factors set forth in these Rules even though the owner of the vehicle may no longer be using it for commercial purposes. Factors which the Association Board will use regarding appearance and configuration to determine whether a vehicle is a "commercial" vehicle will include, but not be limited to: logos, advertising and business information on or about the vehicle, business style painting of the vehicle, hardware and/or equipment such as racks, materials, ladders and/or tools that are visible, attached to or hanging from the vehicle, and the physical configuration and/or size of the vehicle, which by its nature is typically for or reasonably indicates a design intended for trade, service or business use or for transporting equipment or materials for such business use. A commercial vehicle may be defined as such even if the vehicle does not have a commercial license plate and/ or is not registered as a commercial vehicle.

The Association Board's interpretation of commercial vehicles does not include automobiles/ vehicles presently being used for police, medical, fire department business or van pools.

A vehicle that is driven due to employer requirement or benefit is not a deciding factor alone on whether approval will be granted by the Association Board. Employer requirement or benefit is only one factor for the Association Board to consider and will not overcome the prohibition of parking of commercial vehicles if the vehicle involved is, in the view of the Association Board, incompatible with the residential nature of the community and/or otherwise adversely impacts safety factors including without limitation use of the streets in the community. If the Association permits an employment required vehicle to be parked in the community, it must always be parked in the homeowner's driveway, not on the street, for safety regarding good visibility and reasonably adequate room for passage on the streets and sidewalks.

Gross weight shall mean gross unloaded weight and/or curb weight. Gross weight and curb weight are further defined as the weight of an automotive vehicle including fuel, coolant, and lubricants but excluding occupants and cargo. Accordingly, no vehicles in excess of 10,000 unloaded pounds gross/curb weight, whether for commercial/recreational or private use, may be kept, parked, stored, dismantled or repaired outside on any residential lot or any street adjacent to the homeowner's property.

The interpretation on gross or curb weight of vehicles is only one factor regarding whether a vehicle may be parked on streets or in driveways in the community. Regardless of gross or curb weight, a vehicle may still be considered a commercial vehicle and prohibited from being parked in the community based on other factors as set forth in this R&R.

Nothing in this interpretation is intended to prohibit or restrict the temporary daytime parking of a commercial vehicle at a residence where the homeowner is receiving residential services applied to his or her home or yard by or from a third-party business.

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.** No vehicles or materials used for commercial purposes may be stored on homeowner's property unless it is stored inside the homeowner's garage, or out of sight from the street and not objectionable to any neighboring homeowner. No vehicles or materials used for commercial purposes may be stored in front of the homeowner's property or on the street. This includes, but is not limited to, buses, trucks, or trailers of any description, or any vehicle that prominently displays the logo of any commercial enterprise. A commercial vehicle may be defined as such, even if the vehicle does not have a commercial license plate and/ or is not registered as a commercial vehicle. This includes but not limited to box vans, box trucks, all trailers, step vans, buses, tow trucks and limousines even if they are below the 10,000 pound unloaded and/or curb weight.
- B.** Vehicles used due to employment requirement and/or benefit must require Property Maintenance Committee or Association Board approval on an individual basis. Regardless of whether a vehicle is employer required, it still must adhere to the less than 10,000 pound gross unloaded/curb weight requirement.

## **III. Repetitive/Chronic Offenders**

When acts or omissions of a homeowner 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 homeowners. Accordingly, the Association Board has adopted this Article and those in other Articles in this Rule or Policy related to this topic in the hopes of deterring homeowners 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 homeowners.

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 Board will issue a notice to homeowner at his or her last known address that homeowner is now considered a repetitive/chronic offender, and to cease and desist the violation(s) then at issue. 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.

Four (4) commercial vehicle violations occurring within any twelve (12) month period.

#### **IV. 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 this Rule or other provisions of the governing documents. 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.

#### **V. Fines**

Failure of a homeowner to comply with this Rule & Regulation is a violation/infraction of this rule and shall result in fines as may be assessed as described below. A single violation shall include immediately subsequent consecutive days of noncompliance.

- 1) First occurrence: notice/warning letter, no fine
- 2) Second occurrence: \$25/day
- 3) Third occurrence: \$50/day
- 4) Repetitive/Chronic Offenders: \$150/day until rectified

## **VI. Other Action**

In addition to fines, the Association may seek legal action against the homeowner of a lot in violation of this Rule, including without limitation towing and storage of the commercial vehicle at the expense of the homeowner of the lot where the commercial vehicle is located. Fines may continue to be assessed for so long as the violation continues, even while legal action is pending. All attorneys' fees and costs incurred by the Association in the enforcement of this Rule & Regulation be paid by the offending homeowner.

## **VII. 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).

## **VIII. 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 June 2015.

Revised: 8/23/22