

Rules & Regulations

3.100.0 - Nuisance Vehicles

I. Introduction

Article IX, Section 4 of the Fairwood Greens Homeowners' Association CC&R require that each homeowner is to maintain the exterior appearance of his/her property in a manner that upholds the quality of our neighborhood. These declarations are to protect every homeowner's property value by ensuring a well-kept and desirous place in which to live. The prolonged visible presence of inoperable and/or unoperated/storage vehicles in the neighborhood is unattractive if not properly regulated and restricted. This rule is adopted to prevent the prolonged parking or storage of inoperable and/or unoperated/storage vehicles unless in the garage or otherwise properly screened after prior Association approval of such screening location, configuration, and materials. Additionally, the CC&R, Article IX, Section 4, specifically prohibit the repair of vehicles outdoors on any lot.

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

Vehicles that are in violation are:

- A. In state of disrepair. The factors which will be considered in determining whether a vehicle is in a state of disrepair will include without limitation, flat tires, on stands, a significant amount of foreign material (moss, pine needles, bird dropping, etc.), on vehicle, damage to the extent it is inoperable, or other visible conditions which by their nature indicate a vehicle is inoperable, or otherwise due to its condition cannot be safely driven, i.e., is not road worthy.
- B. In long-term storage and the factors for determining this will include without limitations, having expired license plates and/or are covered with a material/tarp that makes them inoperable as they stand; provided, however, that use of an overnight tarp or covering where the vehicle is uncovered and used daily for work commute or other family transportation shall not render a vehicle to be in long-term storage. However, overnight tarp or coverings for the vehicle must be professionally made and of a color that is compatible with the natural or muted colors of Fairwood Greens homes; no blue, orange, or other bright colored coverings are allowed.

III. Infraction

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. Repetitive/Chronic Offenders

When the 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 of the Association informing homeowner that such actions or omissions are violations, such a homeowner is a "Chronic" or "Repetitive Offender." The Association Board considers it reasonably necessary to address the Repetitive Offender situation because it results in far more Association time, monies (including attorney fees), materials, monitoring and corrective effort being spent or done than on homeowners who are single, isolated or rare offenders. Further, the Repetitive 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, first of all, of deterring homeowners from becoming or continuing to be Repetitive Offenders, and, secondly, to help recover the costs of the excessive time, effort and monies expended by the Association in dealing with such homeowners.

- a) In state of disrepair: three (3) occurrences within any twelve (12) month period.
- b) In long-term storage: one (1) occurrence within year for two (2) consecutive years.

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

V. Fines

Fines for violation of the parking/storing of a vehicle will be imposed at the following daily rates following second notification stating date that fine will commence:

- a) First occurrence: \$10/day
- b) Second occurrence: \$25/day
- a) Repetitive occurrence (three occurrences within any 12-month period): \$500 per occurrence, plus \$25/day until rectified

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 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

Dated and adopted by the Board of Trustees the 22th day of May 2012.

Revised: 8/23/22