

# Rules & Regulations

## 3.110.1 - Rental of Single-Family Homes/Tenants/Rental Fees

### I. Introduction

Article IX, Section 4 of the Fairwood Greens Homeowners' Association Covenants, Conditions and Restrictions (CC&R) requires that each homeowner shall maintain the exterior appearance of 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 and desirous place in which to live.

The Board of Trustees has discussed special issues posed by tenants/non-owners regarding their knowledge of and compliance with the CC&R and the provisions of other governing documents including Rules & Regulations (R&R) (hereafter collectively the "governing documents"). Investigation has determined that many homeowners, their agents, or property managers do not provide copies of these governing documents to tenants nor are they informing tenants that these governing documents exist. Some homeowners do not inform the Association they are renting out their house(s), or do not provide the Association any information about their tenants. Because of this failure, communicating with homeowner or the tenant may become difficult. In the interest of ensuring the Association has adequate information with which to communicate with homeowners and tenants about Association issues, and to enhance the Association's ability to communicate regarding occupants'/tenants' compliance with the provisions of governing documents, the following R&R is adopted regarding homeowners who lease/rent out their homes, and their tenants.

The term "lease" and "rent" are interchangeable and shall mean, in addition to its ordinary meaning and definition, the granting of a right to use or occupy a house for a specified term or indefinite term in exchange for the payment of rent (whether money, property or other goods or services of value), and the occupancy of a unit/house solely by a person or persons other than its homeowner, whether or not rent is paid or any other consideration received by the homeowner. The term "leasing" does not mean or include joint ownership of a unit/house by means of joint tenancy, tenancy-in-common or other forms of co-ownership, or the occupancy of a unit/house by any person who resides in a unit/house with its owner, where rent is not charged. Note that non-owner occupancy in conjunction with the owner where rent is paid is essentially subleasing a portion of a house is prohibited under Rule Section A below. Leasing shall also include the assignment of a lease or rental agreement.

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

All homeowners who rent their home are subject to this R&R.

- A. **No partial leasing of a single-family home:** No partial leasing of a single-family home is permitted. A homeowner cannot reside in the home while also leasing a portion of it to a third party. Density, traffic, parking, and noise are factors that can adversely impact the community, all of which occur when subleasing of a home is done by a homeowner.
- B. **Lease agreement/provisions:** All lease agreements shall be in writing and be for a term of at least six (6) months unless otherwise permitted in writing by the Association for special or exigent circumstances.
- C. **Homeowner to provide governing documents to tenant:** At or before the time a lease agreement is signed between homeowner and tenant, homeowner or homeowner's agent will provide copies of the governing documents to the tenant, urging tenant to read them. [Copies of the governing documents may be obtained from the Association's website]

(www.fairwoodgreens.org) or by contacting the Association at PO Box 58053, Renton, WA 98058, phone 425.227.3997. A nominal charge for copies may be assessed to homeowner.

- D. **FGHA Homeowner/Lessor Agreement Form:** Homeowner shall require tenant to sign FGHA Homeowner/Lessor Agreement form found at the Association's website (www.fairwoodgreens.org) declaring that tenant has received a copy of the governing documents and has acknowledged expectation of Association that all abide by and comply with all requirements therein. A copy of the signed form must be forwarded to the Association at PO Box 58053, Renton, WA 98058, accompanied with \$200 payment payable to the Fairwood Greens Homeowners' Association. This fee covers the costs of bookkeeping and additional mail service. All homeowners with leases/tenants must provide this information and fee to the Association within thirty (30) days from the date of lease signature without exception.

### III. Infractions

At the Association Board's discretion, legal action may be taken against the violating homeowner at any point once a violation has been confirmed. Imposed 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) Failure to submit FGHA Homeowner/Lessor Agreement form with \$200 fee within thirty (30) days of lease: \$200 per occurrence
- b) Failure to meet any requirement of this Rule: \$100 per day until rectified

### 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 27th day of April 2010.  
Revised: 8/23/22, 2/27/24