

Rules and Regulations

3.120.0 - Single-Family Homes

I. Introduction

The Board of Trustees has discussed the importance of uniform, consistent, and fair application and enforcement of the Fairwood Greens Homeowners' Association CC&R. This sometimes requires having to reasonably determine the meaning of particular words in a section of the CC&R that are capable of being interpreted in different ways.

The Board has decided it would be helpful to adopt a Rule and Regulation (R&R) on how the Association will interpret and apply "single family" as used in Article IX, Section 1 of the Declaration. "Single family," though it is not defined in the CC&R, is, for enforcement purposes, a key element of this Covenant section. Adopting this R&R will provide guidance to members in the use of their homes, especially where homes are leased, let, or rented, or are in some other way occupied by non-owners.

The Board, in arriving at this Interpretation Policy, has considered many factors, including without limitation the typical size of homes in the community, the typical number of bedrooms or capacity of the homes, the level of traffic, parking/street capacity, noise, and sanitation-waste concerns, all of which are exacerbated by overcrowding, and all of which affect or impact the safety of members and quality of life 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

Hereafter, when the Association enforces Article IX, Section 1, "Single Family" shall be interpreted as meaning no more than five (5) adults (unrelated and/or related by blood or marriage) residing at any one time within a home.

However, notwithstanding anything to the contrary therein, this R&R shall not be construed and is not intended to permit children's daycare operations due to their adverse increased traffic and noise impact on the community. Furthermore, the rental of part of a home while the owner/member still resides in the home remains a violation of the Declaration of Covenants.

Nothing in or about this policy is intended to change, alter, or amend any part of Article IX, Section 1, and its provisions remain the same and will be properly enforced by the Association.

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. Fines

Following notice of sixty (60) days to comply and no compliance occurring, fine: \$50/day until full compliance or correction occurs.

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 May 2008.

Revised: 8/23/22