

Rule & Regulation

3.180.0 - Child Day Care Centers

I. Introduction

The residential nature of neighborhoods and the appearance thereof was important to the founders of Fairwood Greens Homeowners' Association (Association), so restrictions on business operations were included in the original CC&R. The Association is aware of recently adopted State laws providing that Associations may not adopt or enforce restrictions in governing documents that prohibit or unreasonably restrict or limit use of a lot as a licensed family home child day care operated by a family day care provider or as a licensed child day care center (collectively referred to as a "Center") except as provided for in such laws.

This rule is adopted to reasonably regulate the use of homes and properties as a Center in order to protect the interests of members of Association while also complying with the State laws on the subject. The provisions in this rule apply to the owner of the lot, tenants, and persons or companies that manage such Centers for an owner or tenant (hereafter collectively the "operator").

The 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

1. **Required Actions by Operator Before Center Operations Begin:** The operator must provide the following documents, before Center operations commence:
 - (a) a written notice of the date the Center will begin to operate
 - (b) the name and address of the owner and, if different, the operator of the Center
 - (c) a signed Indemnification and Hold Harmless for the Association as set forth in detail below and using the Indemnification form appended to this Rule
 - (d) a signed Waiver of Liability for the Association as set forth in detail below and using the Waiver form appended to this Rule
 - (e) proof of day care insurance as set forth in detail below
 - (f) the contact information for the Center, including without limitation the names and phone numbers of all persons affiliated with operation of the Center, to contact in the event of an emergency or other reasonably necessary communications, and if the operator lives elsewhere than the Center, his or her residence or business address.
2. **Architectural Standards:** The architectural requirements and standards set forth in the governing documents, which all owners and lots are subject to, shall be complied with by the owner of the lot.
3. **Business Signs:** No business signs shall be posted on the home or lot regarding the Center or the operator. This prohibition applies to all owners and lots.
4. **Access Limitation:** Only lots with direct access may be used as a Center. Direct access must be through publicly accessible common areas.
5. **Indemnification and Hold Harmless Required:** The operator, and if different from the actual operator also the owner, shall agree in writing to indemnify and hold harmless the Association against all claims, whether brought by judicial or administrative action, relating to the operation of the Center, excluding claims arising in common areas that the Association is solely responsible for maintaining under its governing documents.

The Indemnification and Hold Harmless Agreement shall be in the form appended to this Rule.

6. **Waivers of Liability:** The operator shall obtain and provide to the Association signed waivers of liability releasing the Association from legal claims directly related to the operation of the Center from the parent, guardian, or caretaker of each child being cared for by the Center. Such original signed waivers shall be in the form appended to this Rule and be provided to the Association before a child begins attendance and care at the Center.
7. **Day Care Insurance and Fines:** The operator of the Center, whether owner of the lot or a tenant and/or a person or entity that manages the Center, shall obtain and maintain day care insurance regarding the Center as defined in RCW 48.88.020, which is insurance coverage against the legal liability of the licensed operator against loss, damage, or expense incident to a claim arising out of the death or injury of any person as the result of negligence or malpractice in rendering professional service by any person or facility licensed to provide day care services pursuant to chapter 74.15 RCW.

Alternatively, the operator shall provide self-insurance pursuant to chapter 48.90 RCW, consistent with the requirements in RCW 43.216.700. This alternative insurance requires the operating owner, tenant, or managing person or company to insure by being a subscriber to an insurance association corporation organized under Title 24 RCW that operates a self-insurance program that satisfies the requirements of RCW 48.90.020 subsections (2) and (3).

The owner or tenant operator shall provide proof of day care insurance to the Association before beginning operations of the Center. **Failure to provide proof of or maintain the required day care insurance shall be subject to a Fine of \$20 per day until such insurance is in place and proof is provided. Such Fine applies to the owner of the lot regardless of whether owner is the operator, and to the tenant and/or person or company managing the Center.**

8. **Screening of Employees:** The operator of the Center shall reasonably screen all potential employees who will work at the Center through a professional person or company in the business of conducting such screening, to ensure they are suitable for day care work involving children. The operator of the Center shall provide proof to the Association that such screening was done but shall not provide the screening report(s). The Association is not responsible if unsuitable persons are hired as employees or independent contractors by the operator to assist with children care at the Center.
9. **Maintenance of the Home and Lot:** The owner of the lot shall be responsible for maintaining the home and property to community standards, so that it remains clean, well kept, and does not become unsightly and detract from other homes and properties in the community. Community standards for purpose of this Rule means the level of care, maintenance, and appearance of the majority of homes and properties in the community, and the quality of design, style, and materials of homes as originally built by developer. This same community maintenance standard already applies to all owners and their properties pursuant to the Declaration of Covenants and Rules of the Association. However, the additional wear and tear that will likely occur through use of the property as a Center may mean owner will have to make more effort to properly maintain it to meet community standards.

III. Fines

Failure of a homeowner to comply with this 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 immediate and subsequent consecutive days of noncompliance:

At notice: \$20/day to begin on date indicated within notice of failure to provide proof of insurance

IV. Other Action

In addition to fines, the Association may seek legal action against the homeowner in violation of this regulation, including without limitation towing and storage of the commercial vehicle at homeowner's expense. Fines may continue to be assessed until the property is brought into compliance, even while legal action is ongoing. All attorneys' fees and costs incurred by the Association in the enforcement of this Rule & Regulation shall be paid by the offending homeowner.

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 in order 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). Procedure to appeal the Association Board's decision can be found under Rules & Regulation for Appeal Process.

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 1st day of September 2023.