# EAGLE CREST HOMEOWNERS ASSOCIATION

# ENFORCEMENT POLICY

1. It is the intent of this schedule to inform the members of potential fines and penalties in a fair and consistent manner that will encourage homeowners to adhere to the Association’s Governing Documents.
2. The Association Board of Directors derives its authority to levy fines and penalties for violation of the Governing Documents from our BYLAWS ARTICLE VI, SECTIONS 1 & 3c
3. Homeowners of record are responsible for ensuring that their property is properly maintained, to include normal and expected upkeep of buildings, fences, and landscaping.
4. The homeowner will be fined in the event that their renters violate the governing documents.
5. The Association may levy reasonable fines for violation of the governing documents of the Association in accordance with this established schedule adopted by the Board of Directors and furnished to the homeowner.
6. The Association’s governing documents outline the expectations of behavior for all the community members, and are designed to:

a. Outline those expectations and provide the Board of Directors the authority to ensure all members are in compliance with the stated expectations of the BYLAWS and CC&R violations.

b. Provide a community in which it is pleasant and safe to reside.

c. Ensure that Real Estate values are not diminished by Association member’s behavior. While The Architectural Committee will make routine inspections of the community for violations, it is also the responsibility of each homeowner, and renter, to report violations to the HOA.

d. All violation complaints, or inquiries, may be forwarded to the HOA as in item 8i below.

e. This schedule allows the Board to assess reasonable fines, and a penalty for violations of the Association’s Governing Documents.

1. Fines will be levied for FAILURE TO COMPLY with the covenants Article VII sections 1 thru 12, and 14 thru 20 (ATTACHED) as follows:

a. The Board will notify the homeowner and renter (if applicable) of the violation (FIRST NOTICE), either by: email on record, or letter to the homeowner’s address, or a visit by the members of The Architectural Committee, (homeowner’s signature will be requested on letter), whichever is most efficient.

b. The notice will specify the nature of the violation(s), and how to resolve it (them).

c. The homeowner will have 30 days from the date of the FIRST NOTICE to resolve the violation(s) to the satisfaction of the Board.

d. If the violation(s) is not corrected, NOR APPEALED (see paragraph 8i below) within 30 days from the date of the FIRST NOTICE, a fine of $100 Dollars shall be imposed.

e. The Fine will be due 30 days from the date of the FINE NOTICE. Payment of the fine does not discharge the homeowner’s obligation to correct the violation(s).

f. Continued noncompliance shall result in a $100 fine imposed every 30 days from the date of the FIRST FINE NOTICE that the violation(s) persists.

g. The Board will notify the homeowner of the violation and fine in writing VIA regular or REGISTERED MAIL, return receipt requested, to the homeowner’s address of record at the Thurston County Assessor’s Office.

Failure of the homeowner to accept registered mail shall not in any way constitute a defect in notice to the homeowner.

h. The request for an appeal hearing (SEE ITEM 8k ) must be received within 30 days of the date of the issuance of the fine notice.

Thereafter, the Board of Directors will notify the homeowner within 30 days of receipt of the appeal, and will set a hearing on the matter not more than 30 days thereafter.

i. If the noncompliance continues for 12 months from the date of the first notice, a LIEN shall be recorded with the County Auditor in accordance with the Association’s Governing Documents. Thereafter, the $100 dollar fine will continue to be imposed every 30 days until compliance with the covenants is met. The lien will include the cost of recording and reasonable attorney fees incurred to draft, record, and release the lien (once the homeowner pays off the lien).

j. Copies of all correspondence between the homeowner and renter (if applicable) and the HOA will be maintained by the Secretary.

k. The Board may, in its sole discretion, excuse a fine.

1. RECREATIONAL VEHICLE STORAGE: Fines will be levied for FAILURE TO COMPLY with CC&R Article. VII, Section 13,

a. Recreational vehicles, to include boats, trailers, motor homes, or the like, shall not be stored or parked on any street, roadway, or thoroughfare for more than forty-eight (48) hours in any given calendar month.

Permanent storage on any lot will only be permitted if the vehicle is generally out of view from any street.

 b. The Board will notify the homeowner/and renter (if applicable) of the violation (FIRST NOTICE), as in paragraph 7a above.

c. Copies of all correspondence between the homeowner and renter (if applicable) and the HOA will be maintained by the Secretary.

The notice will specify the nature of the violation(s), and how to resolve it (them).

 d. The homeowner will have 30 days from the date of the FIRST NOTICE to resolve the violation (s) to the satisfaction of the Board. If the violation is not corrected, nor appealed (see paragraph 8k. below) within 30 days from the date of the FIRST NOTICE, a fine of $200 Dollars shall be imposed.

 e The Board will notify the homeowner of the violation and fine in writing VIA regular and REGISTERED MAIL, return receipt requested, to the homeowner’s address of record at the Thurston County Assessor’s Office.

 Failure of the homeowner to accept registered mail shall not in any way constitute a defect in notice to the homeowner.

f. The Fine will be due 30 days from the date of the FINE NOTICE.

g. Continued noncompliance shall result in a $200 fine imposed every 30 days from the date of the FIRST fine notice that the violation(s) persists.

h. Payment of the fine does not discharge the homeowner’s obligation to correct the violation(s).

i. If the noncompliance continues for 12 months from the date of the first notice, a LIEN shall be recorded with the County Auditor in accordance with the Association’s Governing Documents. Thereafter, continued non-compliance will result in a $200 fine every 30 days.

j. The lien will include the cost of recording and reasonable attorney fees incurred to draft, record, and release the lien (once the homeowner pays off the lien).

k. The homeowner is entitled to the right to appeal any dispute with the Association. The homeowner can appeal in writing to the address, or email addresses below.

 Eagle Crest Homeowner Association

3726 GOLDEN EAGLE LOOP S.E.

Olympia, WA. 98513

PRESIDENT and/or ARCHITECTURAL CONTROL CHAIRMAN: eaglecresthoawa@gmail.com

1. FAILURE TO GET PRIOR WRITTTEN APPROVAL FOR CONSTRUCTION OR ALTERATION

 a. Homeowners are required by the covenants to obtain prior written approval of the Architectural Control Committee before they construct, change, or alter buildings, fences, walls or other structures on their properties.

Covenant Article VI of CC&R Sections 1 through 6 – Provides guidance for the Architectural Control Committee

Covenant Article VII of CC&R Sections 1 through6 – Architectural Control.

b. The homeowner and renter (if applicable) will be notified of the violation as in paragraph 7a above.

c. The Board may excuse a fine if the homeowner can demonstrate to the satisfaction of the Board that:

 1. The construction, change, or alteration complies with all the provisions in the covenants and meets the standards established for Eagle Crest, or

 2. There were compelling reasons that prevented the homeowner from obtaining prior written approval.

d. The homeowner is entitled to the right to appeal any dispute with the Association. The homeowner can appeal in writing to the address, or email addresses in item 8k

e. Payment of a fine by the homeowner does not discharge the homeowner’s obligation to ensure that the construction, change or alteration of a building, fence, wall or other structure complies with the covenants and the standards of this community. If any construction, change or alteration is not made compliant, additional fines may be imposed as set forth in paragraph 7a above.

FAILURE TO PAY ANNUAL OR SPECIAL ASSESSMENT

If a homeowner fails to pay any annual or special assessment within 30 days after the due date, The bylaws state that the Association may file a LIEN against a property for delinquent assessment.

 All criminal activities must be first reported to the POLICE, then to the HOA.

This Enforcement Policy was adopted by the Eagle Crest homeowners Association on the 15TH day of JANUARY 2020, and will become effective immediately.

ARTICLE VII Use Restrictions

### Section 1-– Land Use. Lots shall be used for residential purposes only. Should any question arise as to whether any particular use constitutes a violation of the use for residential purposes the Architectural Control Committee will resolve the issue. The decision of the Architectural Control Committee may be appealed to the Board of Directors, whose decision shall be final.

### Section 2-- Structure Use. Primary structures shall be used as the residence building. Additional structures and temporary structures, such as those covered in sections 4 and 5 may be used for their intended purpose, but may not be used as a residence at any time.

### Section 3-- Primary Structures. The primary buildings allowed on each lot shall be one detached single family dwelling not to exceed two (2) stories in height and private garage containing parking spaces for not more than three (3) cars.

### Section 4-- Additional Structures. Additional structures, i.e. workshops, utility sheds, separate garages, or recreational vehicle storage, may be installed; however, construction or installation of these additional structures or additions must be approved by the Architectural Committee and must be “permitted” as required by Thurston County *All approved structures or additions must be completed within 6 months of the commencement of construction*. The front exterior of all additions shall be of similar materials and finish as is presently on the primary structure.

### Section 5-- Temporary Structures. Temporary structures shall include, but not be limited to: tubular frame shelters, tents, shacks, or any structure that is not permanently affixed to the ground. Temporary structures require special approval by the Architectural Control Committee. Such structures will not be approved for installation between the county right of way and the front of the dwelling.

Section 6-- Other Structures. Antennas, towers, satellite dishes, and other structures not covered in previous sections may have a maximum height of ten (10) feet above the roofline of all residences located within one hundred (100) feet of said structure. Satellite dishes larger than twenty-four (24) inches diameter, will not be installed in front of any residence, and wherever installed will not be visible from the street. Clothesline shall be located on a Lot in such a manner as not to be visible from the street. Vegetable garden areas shall be located on a Lot in such a manner as to not be visible from the street.

Section 7-- Fencing, Hedges, and Walls. Fencing and hedges, regardless of type or construction, shall not extend beyond the front of the house any farther than the minimum setback line of the residence. Retaining walls which do not exceed a height of two feet above the finished grade on either side may extend only as far as the sidewalk, where no sidewalk exists the retaining wall may extend to the street edge. Fences may have a maximum height of six feet above the finished grade, and are to be constructed of wood materials only and shall be artistic in design and shall not detract from the appearance of the adjacent Lots or buildings, nor be offensive to the Owners or occupants thereof. Chain link or metal link fencing will not be permitted. Fencing of the perimeter of the front yard will not be permitted.

Section 8-- Project Timelines. Any projects that cause materials or debris to be visible in the front of the house (i.e. landscaping, plantings, retaining walls, etc.) will be completed within 120 days of the initiation of the project. Project supplies and materials will not remain exposed to public view for more than 120 days.

Section 9-- Driveways. The driveway on each Lot shall be constructed of concrete and shall extend from the garage and dwelling so that such concrete driveway shall join and make physical connection with the paved portion of the roadway abutting such property. Asphalt paving may be used for parking areas adjacent to the concrete driveway, for vehicle access to backyards, and for backyard parking areas.

Section 10—Sidewalks. All sidewalks shall be composed of concrete. Sidewalks will be maintained in such a manner as to provide a safe surface upon which to walk, cycle, skate or conduct generally accepted activities. Ordinary wear and tear shall be considered to be a maintenance item, and is the responsibility of the Architectural Committee. Damage due to actions of plants, i.e. trees and shrubs, shall be the responsibility of the owner of the property upon which the plant exists. Damage caused by commercial vehicles, i.e. moving trucks, construction vehicles, or any other heavy equipment, shall be the responsibility of the Owner. The Owner has ninety (90) days from the date of notification by the Board of directors to affect the repair. The Board may grant an extension if it can be demonstrated that a longer period is needed for the repair. Should the Owner fail to complete the repairs within the allotted time the Board is empowered to have the repairs completed and invoice the Owner for the cost of the repair. If the Owner fails to reimburse the Association within one hundred and twenty (120) days of the invoice date the Association may attach a lien on the involved Lot, as outlined in the Board approved processes. All Sidewalks shall be repaired in such a way as to match the other sidewalks in the community with regard to surface finish and thickness. Special treatments such as coloring texturing or exposed aggregate are not permitted, except that consideration will be given by the Board of Directors for special surfaces when the sidewalks are part of a driveway with special surfaces.

Section 11-- Parking. Vehicles parked on the community streets shall be positioned in such a way as to allow for the free movement of all vehicles within the neighborhood. Special consideration should be given to the fact that emergency vehicles are generally larger and require extra space to maneuver. Vehicles that block emergency vehicles may additionally be subject to local codes. Vehicles may be parked in the driveway, next to the driveway in the area located between the driveway and the closest property line, and on the front edge of the property as long as the vehicle is within one (1) foot of the paved roadway. No vehicle shall be parked in such a manner as to block any part of the street or sidewalk, and shall not impede the flow of vehicular or foot traffic.

Section 12-- Line of Sight at Intersections. Line of sight at all intersections will be maintained in such a way as to allow the direct observance of traffic in all directions. Fencing or walls that diminish line of sight will not be permitted. Parking of vehicles in such a way as to limit the line of sight will not be permitted in any location. Plantings, such as trees, hedges and shrubs, must be maintained and trimmed as necessary to provide for line of sight. It is the responsibility of the owner of the property upon which the plant exists to ensure compliance. Should a safety issue arise regarding the line of sight the Architectural Committee may be notified and they will pursue a remedy with the owner.

Section 13-- Recreational Vehicle Storage. Vehicles construed as recreational vehicles, i.e., boats, trailers or motor homes, will not be stored or parked for longer than forty-eight (48) hours on any street or thoroughfare. Permanent storage on any Lot will be permitted only if the vehicle is generally out of view from any front street. Any vehicle not in compliance shall be considered a nuisance, and should be brought to the attention of the Architectural Control Committee.

Section 14-- Animals. Animals, livestock, fish or poultry of any kind shall not be raised, bred or kept on any Lot. Household pets such as dogs, cats, and birds, may be kept provided that they are not kept, bred, or maintained for any commercial purpose. Ornamental garden ponds with fish are subject to approval by the Architectural Control Committee. Chickens and other fowl are expressly prohibited. Outdoor animal cages or “runs” may be constructed of “chain link” materials and will be a maximum of 6 feet in height and not visible from the street. All outdoor cages or “runs” must be approved by the Architectural control committee.

Section 15-- Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping-ground for rubbish. Trash, garbage or waste must be kept in sanitary containers with sealable lids, or commercial garbage collection containers. Garbage (discarded food waste or any other unwanted or useless material) shall not be disposed of by burying or by burning. All garbage containers and recycle containers shall be stored so as to not be visible from the street. Household waste, to include garbage, will not be stored on any portion of the Lot in plastic, paper or other degradable containers. Compost piles must be maintained in such a way as to be inoffensive in both appearance and odor to other Owners and will not be visible from the street. The Architectural Control Committee will rule on of appropriateness of containers and compost piles.

Section 16-- Nuisances. Activities or situations that are determined by the Association to be detrimental to the life, health, or the peace of mind of any member are not allowed within the bounds of the Eagle Crest neighborhood. Nuisances that persist after the parties involved have attempted to reconcile the issue may be brought to the attention of the Board, which will then attempt to mediate a resolution

Section 17-- Signage. Signs allowed within the Eagle Crest neighborhood are: Signs placed in the common areas by the Association, signs indicating that the property upon which the sign is located is for sale or is for rent, political campaign signs, and garage sale signs. All other signs are prohibited. Political campaign signs may be displayed thirty (30) days prior to an election and must be removed within seven (7) days after the election. Garage Sale signs may be displayed only on the day of the sale. Signs for the annual Eagle Crest Community Garage Sale may be displayed for two (2) days prior to the sale and must be removed prior to the day following the event. Signs that are expressly prohibited include: real estate signs located off of the target property, any sign that impedes the line of sight at any intersection. Family name signs or plaques are permitted and encouraged.

Section 18-- Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 19-- Water Supply. No individual water supply system shall be permitted on any Lot. This section does not preclude rainwater collection barrels as long as they are not in sight from the road.

Section 20-- Utility Services. All permanent utility services and connections within the subdivision shall be provided by underground service exclusively. Utilities to exterior lighting and any structures or additions added to the Lot will be underground exclusively.