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**GARDEN GROVE CONDOMINIUM ASSOCIATION RULES  
AND REGULATIONS  
REVISED – APRIL 2025**

**SECTION I – PURPOSE AND SCOPE OF THIS DOCUMENT**

- 1.1 To establish rules and regulations for the homeowners to ensure our property values are protected.
- 1.2 To define the relationship between the Garden Grove Homeowners, the Board of Directors and the Property Management Company and their responsibilities.
- 1.3 To provide structure and mechanisms through which the individual homeowners and the Garden Grove Condominium Association Board of Directors (hereinafter referred to as the “Board”) can communicate.

**SECTION II – GENERAL INFORMATION**

**2.1     *Who is affected by these Rules and Regulations?***

All homeowners, tenants and guests are subject to the Garden Grove Condominium Association Rules and Regulations defined herein. These Rules and Regulations will serve to remind us of our individual and mutual responsibilities to abide by the governing documents of this Association.

**2.2     *Responsibilities of Homeowners and/or Tenants***

The Garden Grove Condominium Association was formed to protect the interests of all people within its community. Therefore, to ensure this, homeowners are encouraged to provide input to any member of the Board through the current management company.

It is the responsibility of the homeowners to abide by the community Rules and Regulations and to inform their tenants and guests. Parents are responsible for and must ensure that their children play safely and responsibly within the community, especially on the streets within the community.

Homeowners are ultimately and financially responsible for any personal injury and any common area/limited common area or structural property damage caused by disregarding these Rules and Regulations by themselves, their tenants and guests.

Tenants are bound to comply with these Rules and Regulations as a condition of their tenancy.

## **2.3 The Role of the Property Management Company**

To ensure that homeowner's needs are addressed in the quickest and most effective manner, a single source focal point, PORT GARDNER PROPERTY MANAGEMENT, INC. (hereinafter referred to as the Property Management Company and/or Community Association Manager) has been retained.

It is the responsibility of the Property Manager, in coordinating with the Board, to resolve homeowner issues and concerns and to ensure continued and timely maintenance of the structures, common areas, and limited common areas within this community. This includes the selection, administration, payment, and monitoring of all subcontractors assigned to accomplish this maintenance.

The Community Association Manager is also responsible for keeping homeowners informed of changes to these Rules and regulations and providing other information affecting those within this community.

Should any problems or questions arise within the community regarding emergencies, unit or grounds maintenance, or violation of the Rules and Regulations, owners, tenants, and guests should contact the Community Association Manager for assistance. The after-hours emergency number is: 425-329-6210.

Written communication can be addressed to PORT GARDNER MANAGEMENT, P.O. BOX 1007, EVERETT, WA 98206 or email the Community Association Manager, Ben Zupke, at [bzupke@portgardnermgmt.com](mailto:bzupke@portgardnermgmt.com)

## **SECTION III – SPECIFIC RULES AND REGULATIONS**

### **3.1 Residential and Business use of a unit or common/limited common area**

The buildings and units shall be used exclusively for single family residential purposes, for the customary social, recreational or other reasonable uses normally incident to those purposes and for purposes of operating the Association and managing the Condominium.

- No unit shall be used as a rooming house, or for hotel purposes or transient accommodations.
- No Commercial Daycare Services are permitted within a unit.
- On-site and off-site signage concerning the employment/business is prohibited.
- Clients/customers visiting a unit should park so as not to obstruct traffic within the community and should be limited to no more than two at one time and four per day.
- Deliveries shall be unobtrusive to neighboring unit owners.
- Any occupant residing in a unit may conduct business activity within the unit only if:

- (1) The Board is apprised of any business activity or trade taking place on the property.
- (2) The existence of operation of the business activity within the unit is not apparent or detectable by sight, sound or smell from the exterior of the unit.
- (3) The business activity conforms to all zoning requirements for the property.
- (4) The business activity does not increase the liability or casualty insurance obligation or premium of the Association.
- (5) In the sole discretion of the Board, the business activity is consistent with the residential character of the Association and does not constitute a nuisance or hazardous or offensive use.

### **3.2 QUIET HOURS**

To ensure relatively quiet and peaceful enjoyment of our homes, quiet hours have been established between 10 PM and 8 AM, Sunday night through Friday morning, and 11 PM and 9 AM, Friday night through Sunday morning. During these quiet hours, please do not operate clothes washers and dryers, play loud music/television, have loud parties, or operate power tools, vacuum cleaners, etc. At any time the playing of loud music/television that can be heard in adjacent units with the windows closed is not permitted. Also, the playing of loud music when driving through the community is not permitted. If you are experiencing disruptive noise from a neighboring unit, you are asked to personally contact the offender and make him/her aware of the problem. If the noise persists, then you should contact the Property Management Company.

### **3.3 FIRE AND HAZARDOUS MATERIALS SAFETY**

Proper attention to fire and safety hazards must be observed at all times. Fireworks are not permitted at any time within the units or within the Garden Grove community. Storage of hazardous and/or explosive materials within a unit or garage is prohibited.

### **3.4 HOMEOWNER DATA**

The homeowner is required to notify the Community Association Manager of certain personal information and is responsible for keeping the information current. This pertinent information is confidential and will be used for Board and property management company information only. It is to include, but is not limited to: contact phone numbers, names of household members (or tenants), number of, type of, and color of pets, make, model, and license plate number of all vehicles, and emergency contact phone numbers.

### 3.5 PARKING AND VEHICLE OPERATION RULES

- 3.5A All vehicles parked outside must have current license tabs and be operational. No vehicle anywhere in the complex shall grossly protrude beyond a parking stall or be parked in such a manner as to block access to another vehicle's driver door or park in such a way that would impede passage of emergency vehicles (20 feet clearance is required at all times) or keep another vehicle from moving such as blocking in a vehicle or blocking another person's driveway. Vehicles shall not park in front of or block access to garages, dumpster areas, or fire lanes at any time. Vehicles shall not be parked in a RESERVED Parking Spot/Area without the permission of the resident affected. Vehicles shall only be parked in designated Parking Spots, that is, not in front of fire hydrants or in the street etc. The playing of loud music when driving through or parked in the community is not permitted. Storage of any vehicles belonging to anyone other than a resident of Garden Grove and/or storage of any vehicles in an Open Parking/Unreserved Parking Spot is prohibited. (Any vehicle parked in Open Parking and not moved in three (3) days is considered stored).

#### DEFINITIONS:

DRIVEWAY / APRON PARKING AREA = the parking area, driveway or spot in front of your garage.

RENTAL PARKING = the parking spot reserved for you for a monthly fee.

RESERVED PARKING = the parking spot you own.

OPEN PARKING / UNRESERVED = parking spots not marked reserved.

RESIDENTS / RESIDENCES = everyone living in Garden Grove/Unit.

GUESTS = anyone coming to meet with a Resident/Unit of Garden Grove.

Unit Resident(s) and Visitor(s) of said unit with an Apron Parking Area, Driveway, Reserved Parking Spot, and/or a Rental Parking Spot are REQUIRED to park vehicle(s) in these spots and NOT Park in Open Parking. Once you have EXHAUSTED/FILLED said areas, parking in Open Parking is permitted. (Exception: Vehicles that grossly extend beyond the parking spot).

It is the responsibility of the residents of Garden Grove to inform their guests of the rules pertaining to vehicles coming onto the premises and parking on the premises, such as the speed limit of 10 mph at all times, where guests can legally park, and that emergency vehicle passage requires 20 feet clearance at all times. The playing of loud music when driving through or parked in the community is not permitted. Parking or blocking garages, dumpster areas, and fire lanes is not permitted. Grossly protruding beyond any parking stall is never permitted.

Vehicle Registration: All residents must register their vehicles with Port Gardener Property Management within 30 days of moving into the community or parking the vehicle on the premises. Registrations include Make, Model, Year, Color, Plate Number, and State.

Immediate Towing: Vehicles blocking another vehicle without permission of the resident affected, grossly protruding beyond any parking stall in such a way that impedes emergency vehicle passage (20 feet passage is required at all times), vehicles parked in front of dumpster areas, parked in fire lanes or in the street WILL BE TOWED WITHOUT WARNING.

The following vehicles are NOT ALLOWED on the premises:

- RV's, semi-trucks, over-size vehicles - (larger than pickup truck), and boats...except for loading and unloading.
- Vehicles with expired license tabs.
- Vehicles without license plates and no visible dealer tag at all times will be considered abandoned and towed immediately.
- Inoperable vehicles or vehicles with flat tires.

The Speed Limit throughout the complex is 10mph.

Any vehicle(s) in violation of this article may be subject to fines assessed (PER OCCURRENCE) or towing at the owner's expense.

NOTICE OF INFRACTION AND FINE SCHEDULE:

First Violation - Warning Letter and/or \$50.00

Second Violation is \$100.00

Third Violation is \$150.00

Fourth and Subsequence Violations is \$200.00 and/or Board discretion.

3.5B Guests may park in their host's assigned parking spaces. The same vehicle may not park for more than seventy-two (72) consecutive hours without Board approval.

3.5.C Extensive repair work on vehicles is not permitted in the Garden Grove Community. Routine maintenance is permitted, provided that no vehicle shall occupy a parking space for more than three days in an inoperative condition. All maintenance shall be completed in a responsible manner and shall not cause an undue disturbance to other residents and their guests. Hazardous materials resulting from said maintenance shall be disposed of legally and expeditiously.

3.5.D To ensure the safety of others and preserve the life of the asphalt, residents shall maintain the cleanliness of their respective parking areas, including the removal of any grease or oil buildup.

3.5.E Parking in *Handicapped* parking spots is strictly limited to vehicles with Handicapped parking permits. Unauthorized vehicles will be towed without notice.

- 3.5.F The speed limit with Garden Grove is 10 miles per hour at all times. For the safety of all within the community, please adhere to this speed limit.
- 3.5.G Homeowners who employ help in their residences are responsible for providing their workers parking in their designated parking area or an open spot not designated as *Reserved*.
- 3.5.H No personal property such as lumber, crates, firewood, furniture or other similar items shall be stored in an assigned parking stall or parking area.

### **3.6 GARBAGE AND RECYCLING**

- 3.6.A Boxes and large items must be broken down before being placed in the recycle bin or dumpster.
- 3.6.B The following items are not allowed to be placed in the dumpster or enclosed dumpster surround: mattresses and box springs, furniture of any kind, screen doors, curtain rods, and/or any other items that will not fit into the dumpster. Owners and/or tenants who deposit oversized items in the dumpster area will be charged the disposal fees and assessed a fine.
- 3.6.C Vehicles parked in front of the dumpster areas will be towed without warning.

### **3.7 PAYMENT OF MONTHLY ASSOCIATION DUES/ASSESSMENTS**

Each monthly payment is due on the first day of each calendar month, payable no later than the 15<sup>th</sup>. Payments are to be made payable to Garden Grove Condominiums using the payment coupons booklet provided to you.

Thereafter, payment shall be deemed delinquent, and a \$25.00 late charge will be assessed on the unpaid balance.

- 3.7.A Dues delinquent in excess of two (2) months will result in a lien placed against the Unit owner's property and will be turned over to an attorney for collection. Please refer to "Resolution of the Board of Directors of Garden Grove Condominium Association Regarding a Collection Policy for Delinquent Assessment" provided with the Rules and Regulations.

### **3.8 MOVE-IN FEE**

- 3.8.A A one-time \$200.00 move-in fee will be assessed to each **NEW OWNER AND/OR NEW TENANT** upon moving into Garden Grove Condominiums. No fee will be charged to an owner/tenant when they move from a unit.
- 3.8.B The owner is solely responsible for paying this move-in fee upon renting the unit to new tenants.



### **3.9 RENTAL UNITS**

- 3.9.A Owners are responsible for providing the Property Manager or the Board with a completed Homeowner Information Form within seven (7) days of the unit being occupied. This form may be obtained from the current Property Management Company. Owners must also provide their tenants with a copy of the Rules and Regulations. Owners will be notified of tenant's failure to comply with the Rules and will be held financially responsible for the violation of the Rules and Regulations by tenants and their guests and for obtaining compliance.
- 3.9.B Owners are responsible and liable for tenant's actions. If an owner fails to evict a tenant who continues to violate the rules, the Board may take appropriate action, including eviction at the owners' expense.
- 3.9.C A unit owner or agent shall notify the Property Manager or the Board within seven (7) days of a unit becoming vacant.

### **3.10 PETS**

- 3.10.A Pet owners are required to clean up after their pets. Failure to comply with this rule will result in an immediate fine to be assessed per the schedule in 4.3.D.
- 3.10.B There is a leash law in Snohomish County. All pets must be on a leash when outside a Unit and must be attended to in common and limited common areas (except fenced patio areas). It is the responsibility of the cat owner to ensure their cat does not roam free and get into the limited common areas of units within the community.
- 3.10.C All pets must be properly licensed and vaccinations must be current. There is a limit of two (2) pets (cats, dogs, large birds, etc.) allowed per household.
- 3.10.D Only domesticated household pets (such as cats, dogs, birds, hamsters, and fish) shall be kept (and properly housed) in a unit. Poisonous animals (or animals considered dangerous to people) are strictly forbidden. Pets shall not be kept, bred, or maintained for commercial purposes (except aquariums).
- 3.10.E Pet enclosures external to a Unit or in the limited common areas shall not be built or placed in such areas without first obtaining prior written approval of the Board. This includes but is not limited to portable pet kennels, doghouses and dog runs. Further, dogs will not be allowed to be tied, chained to buildings, trees, fences, leashed tie-ons, or a stake in the ground.

- 3.10.F All pets must be kept clean, quiet, controlled and shall be fed and housed within the resident's unit. Owners must ensure that said pets do not disturb other residents.
- 3.10.G With the exception of hummingbirds, feeding of any type of wildlife is not permitted. With the exception of hummingbird feeders, feeders of any type are not permitted. The placing of nuts, seed or other food product directly on the ground is not permitted.

### **3.11 LANDSCAPED COMMON AND LIMITED COMMON AREA RULES**

- 3.11.A The Wetland areas, designated in the Public Offering Statement and Documents as "Environmental Protection Covenant and Easement", which are fenced and/or retention/detention ponds will not be entered, by any pet or person with the exception of environmental cleanup professionals approved by the Board.
- 3.11.B There will be no re-barking, planting, pruning, or removal of any vegetation (except weeds) in any common or limited common areas without first notifying the Board in writing and with plans. Work will not commence without Board approval.
- 3.11.C Planted landscape areas are not to be used as walkways, shortcuts, or for sports activities.
- 3.11.D Potted plants are permitted in entryway areas and on porches as long as they are not blocking access to your unit. Upkeep of potted plants is the responsibility of the owners.
- 3.11.E No one is allowed to be on the roof of any building for any reason at any time. The only person authorized to be on the roofs are authorized maintenance personnel assigned to perform a job.
- 3.11.F Children at play under the age of five (5) years must have adult supervision. Game court areas may only be used during daylight hours.
- 3.11.G Throwing rocks is strictly prohibited. Any such action will result in a fine to the unit owner.
- 3.11.H Playing or climbing on rockeries, fences, retaining walls or any other common or limited common area facilities is prohibited. Any damage caused by such action will result in a charge to the unit owner.
- 3.11.I Bicycles, skateboards, Big Wheels and other non-motorized vehicles are not to be left or allowed to stand on any common property, nor shall they be ridden on the grass or on any landscaped or non-paved area of the complex or

in any limited common areas belonging to other homeowners without the permission of that homeowner.

- 3.11.J Owners and/or tenants are not allowed to store items under stairways. All entryways must be kept clear at all times per the Fire Marshall.

### **3.12 ARCHITECTURAL GUIDELINES**

- 3.12.A The Board must approve any alternations or additions to common areas or limited common areas. Plans and requests must be submitted in writing. This includes, but is not limited to, storage sheds, drapes, screens, storm/screen doors, decorations (other than seasonal), installation of air- conditioning units, TV antennas, satellite dishes, hot tubs, decks, altering cement patios, or any other exterior object. The Board may require further information/clarification of drawings and specifications before reaching a decision on the proposal.

- 3.12.B Unapproved alterations may have to be *removed*, and the area restored to the original condition, at the owner's expense.

- 3.12.C Any and all consents, permissions and/or assignments made by the Board are non-transferrable from unit to unit.

- 3.12.D Window coverings placed within a unit, that are visible from the exterior of the unit, should be of a color and pattern that does not detract or "clash" with the exterior color and appearance of the unit. While this is somewhat subjective, the use of common sense is requested. Hanging posters, flags (other than the U.S. flag), towels, and other such decorative items in a window which can be seen from the exterior of the unit is not allowed.

- 3.12.E No unsightly condition shall be permitted in or on the buildings or common/limited common areas. Unsightly conditions shall include, but not limited to:

- Litter, trash, garbage cans, empty boxes or other debris. Garbage and recycle containers may be placed at the curb 24 hours before pickup and must be stored out of sight of the road by 24 hours after pick up. At no time are the containers to be stored in the driveway, grass, or porches.
- Broken or damaged furniture.
- Dead plants, auto parts, gear, weight lifting or other sports equipment.
- Clothes lines.

- 3.12.F No signs shall be posted in common areas or in public view from an individual unit. This includes signs that advertise Security. However, real estate "FOR SALE" signs are acceptable and may be placed in a window. Aframe "Open

House” signs are permitted on the day of the open house. The security signs may be placed in a window also.

- 3.12.G White colored, metal (such as extracted aluminum), screen doors are permitted to be installed, provided they do not detract from the style and appearance of the Unit. The Board has information available, upon request, regarding approved type of screen doors that may be installed.

### **3.13 INSURANCE**

- 3.13.A All owners must carry an active unit owner's insurance policy with a Loss Assessment limit equal to the Association's \$75,000 deductible. Ensure you check with your insurance brokers to ensure you have the appropriate insurance coverage.

- 3.13.B Proof of Insurance may be requested by the Board or its agent.

### **4.1 *AUTHORITY – What the Board is Authorized and Empowered to Do***

The Board is authorized and empowered to investigate, hear, and determine complaints concerning violation by any unit owner, tenant, or occupant of the Declaration, Bylaws, Rules, and Regulations, or enforcement procedures (“Governing Documents”) or any decision the Board made as provided in the Governing Documents.

The Board is further authorized and empowered to impose a fine, as may be allowed herein, in an amount not to exceed the maximum rate established by resolution of the Board, on any person who it finds to have violated the Rules and Regulations.

### **4.2 *Informal Complaint/Dispute Resolution Process (Preferred)***

Informal attempts, either verbally or in writing, to resolve complaints or disputes should be tried before filing a formal complaint with the Board against an owner, tenant, or other occupant of a unit. To that end, any owner, tenant, occupant employee, or agent of the Association is authorized to informally request an owner, tenant, or occupant of any unit to cease or correct any act or perform any omission that appears to be in violation of the Rules and Regulations and/or Governing Documents, or which is in violation of any decision the Board has made, as provided in the Rules and Regulations and/or Governing Documents.

### **4.3 *FORMAL COMPLAINT/DISPUTE RESOLUTION PROCESS (Preferred)***

#### **4.3.A Written Complaint Submittal**

If a dispute or violation cannot be resolved informally, then a complaint may be filed by a unit owner, tenant or occupant, including a member of the Board, or may be filed by an employee or agent of the Association (referred to as the “complainant”). The complaint shall be signed by the complainant and shall contain a written statement of the problem necessitating the complaint, setting out in simple and concise language, the acts or omissions with which the alleged violator (referred to as the “respondent”) is charged. The complaint shall identify the specific provisions of the Rules and Regulations and/or Governing Documents or decisions of the Board that the respondent is alleged to have violated. The written complaint shall state as many of the specifics as are available regarding time, date, location, nature of the violation, the person(s) involved, etc. The complaint shall also detail the efforts made to resolve the matter informally.

#### **4.3.B Response to Written Complaint by the Board – Notice of Warning.**

As soon as possible, but no later than its next scheduled meeting, the Board and/or the managing agent of the Association shall consider all pending complaints. Corrective action to resolve a violation of the Rules and Regulations and/or Governing Documents may first be sought by non-punitive, written Notice of Warning, if the nature of the infraction so justifies, at the discretion of the Board.

#### **4.3.C Notice of Infraction and Fine**

If the written Notice of Warning fails to correct the situation, or if a written Notice of Warning would not be practical as determined by the Board, then a Notice of Infraction and Fine may be issued. A reasonable fine may be imposed, in an amount not to exceed the maximum amounts set from time to time by resolution of The Board, for the noted infractions. The Notice of Infraction and Fine may suspend imposition of the fine, on the condition that the infraction is corrected within five (5) days, or such longer period as may be reasonably determined by the Board, after service on or delivery of the Notice of Infraction and Fine to the respondent. Additionally, the Notice of Infraction and Fine may state that the fine imposed is a continuing fine and that such fine will be imposed in like amount for each and every day the infraction continues, either with or without the suspension period provided above.

#### **4.3.D Fine Schedule**

The Board will enforce the following fine schedule:

**PET WASTE REMOVAL VIOLATION: IMMEDIATE \$100.00**

**First Violation:**

**Warning letter and/or \$50.00**

**Second Violation:                   \$100.00**

**Third Violation:                   \$150.00**

**Fourth and subsequent violations: \$200.00 and/or Board's discretion according to the severity of the violation.**

Penalties will be assessed for any fine delinquent over 30 days at the same rate as monthly assessments. All fines will be treated and subject to the same collection procedures as past-due monthly assessments.

#### **4.3.E Right to Appeal**

Within fifteen (15) days of service on or delivery to the respondent of the Notice of Infraction and Fine, the respondent may deliver a request for an appeal to the Board. In such case, imposition of the fine will be suspended pending the determination of the appeal by way of a Hearing before the Board.

Service or delivery of the Notice of Infraction and Fine shall occur by –

- Leaving same with the respondent personally, or by leaving same with a person of suitable age and discretion, at the respondent's residence.
- Shall be deemed to occur three (3) days after deposit of the Notice of Infraction and Fine in the first class mail addressed to respondent at his or her last known address.
- The request for appeal will not be considered delivered until actual receipt by the Board, or an agent designated by the Board.

#### **4.3.F Service of Complaint and Appeal Process**

Within five (5) days of receipt of the respondent's appeal request, and no fewer than fifteen (15) days before the Appeal Hearing, the Board shall cause a copy of the initial complaint together with a Notice of Rights and Hearing and a copy of these procedures, to be served upon the respondent. Service shall be by leaving same with the respondent personally, by leaving same with a person of suitable age and discretion at the respondent's residence or be deemed to be the day of deposit of the same in the first class mail, addressed to respondent at his or her last known address. The Notice of Rights and Hearing, along with a copy of the Appeal request, shall be served on or delivered to the complainant in like manner.

#### **4.3.G Default**

Failure of one party to appear at the scheduled Hearing, where that party has failed to show good cause why the Hearing should be rescheduled, does not

preclude the Board from proceeding with the Hearing, receiving evidence from and hearing arguments by the other party and making a decision in the matter. Upon failure of the complainant to appear, the Board may, at its discretion, drop the matter. Upon failure of the respondent to appear, the Board may, at its discretion, reinstate the fine or fines retroactive to the date of Notice of Infraction and Fine.

#### ***4.3.H Hearing Procedure***

##### **4.3.H.1 – Conduct of Hearing**

The Hearing shall be heard by the Board sitting as a Hearing Board. The respondent shall appear in person or by a duly authorized representative. The President, or in his or her absence, the Vice President, shall preside over the conduct of the Hearing and shall make any necessary evidentiary rulings. The Hearing shall be informal. At the beginning of the Hearing, the presiding authority shall explain the rules and procedures by which the Hearing is to be conducted.

##### **4.3.H.2 – Order of Proceedings**

The order of proceeding shall be as follows:

- (a) Each party to the proceeding is entitled to make an opening statement
- (b) Each party is entitled to produce evidence, witnesses and testimony. The other parties are entitled to cross-examine any witnesses and the opposing party
- (c) Each party is entitled to make a closing statement
- (d) Any member of the Board may question any party or witness. The Board members may, on their own motion, call additional witnesses or secure tangible evidence.
- (e) Each party has the right to representation by counsel at his or her own expense.
- (f) Either party or the Board may cause the Hearing to be transcribed at his/her or their own expense.

##### **4.3.H.3 – Rules of Evidence**

Any relevant evidence which is not privileged is admissible regardless of whether the evidence is hearsay otherwise inadmissible in a court of law

##### **4.3.H.4 – Assurance of Voluntary Compliance**

The Board, at its discretion, in lieu of or in addition to calling the Hearing, may accept a written Assurance of Voluntary Compliance from any respondent. Giving an assurance does not constitute an admission that a violation has taken

place. The Assurance may include a stipulation for payment by the respondent to the complainant and/or the Association. From time to time, a person who has made an Assurance of Voluntary Compliance shall provide all information the Board reasonably requests to determine whether the respondent is in compliance with the Assurance. The Board is not precluded from further action by its acceptance of an Assurance of Voluntary Compliance in the event that the respondent violates the terms of the Assurance.

#### **4.3.H.5 – Decision and Order**

- (a) As soon as possible, but in no case more than ten (10) days after the close of the hearing, the Board shall meet in executive session to deliberate and reach a decision. The decision of the Board shall be in writing and, if a violation is found, shall detail the violation(s) found.
- (b) Upon a decision that a violation has occurred, the Board may order that the respondent shall do or refrain from doing any act necessary to cause the respondent to comply with the provisions of the Rules and Regulations and/or Governing Documents and/or any decision of the Board. The order from the Board shall become effective ten (10) days after it is served on the respondent in the manner provided *above*, unless the Board otherwise states in its order.
- (c) The Board may provide in its order for the imposition of a reasonable fine not to exceed the maximum amounts set from time to time by resolution of the Board. The fine may include a daily fine in the *event* that the respondent does not comply with the order of the Board, including the payment of the fine, within the allotted. Time. The Board may also provide in its order that the non-prevailing party shall reimburse the costs of the Association in connection with the proceeding. Any fine or charges so imposed by the board, shall be the personal obligation of the person against whom it is imposed, shall constitute a lien upon the unit owned or occupied by that person, and may be collected in the manner provided in the Declaration in the same manner as for assessments.
- (d) The decision of the Board shall be served on each party to the matter forthwith in the manner provided above. A copy of the decision and order shall be included in the records of the Association.

#### **4.3.H.6 – Judicial Enforcement**

- (a) Failure to comply with a provision of the Rules and Regulations and/or Governing Documents or a Board decision, or to comply with a decision of the Board following notice of a violation and an opportunity for a Hearing, shall be sufficient grounds for an action to recover sums due for damages, which shall include any fines levied by the Board and any costs incurred by the Association in connection with the proceeding before the Board, maintainable by the Association (acting through the Board on behalf of the owners) in such an action.



- (b) Nothing contained in the Declaration shall be deemed or construed as a waiver of the Association's right to bring an action as provided in this section without first exhausting the Association's internal enforcement procedures in cases where the Board deems immediate legal action to be necessary or appropriate. In any action brought as provided in this Section, the prevailing party shall be entitled to recover as part of its judgment a reasonable sum for its attorney fees, costs, and expenses of the proceeding.

**RESOLUTION OF THE BOARD OF DIRECTORS OF GARDEN  
GROVE CONDOMINIUM ASSOCIATION REGARDING A  
COLLECTION POLICY FOR DELINQUENT ASSESSMENTS**

**WHEREAS**, the Board of Directors of Garden Grove Condominium Association is charged with the responsibility of collecting assessments for common expenses from unit owners pursuant to the Association Declaration and/or Bylaws; and

**WHEREAS**, from time to time unit owners become delinquent in payment of those assessments and fail to respond to the demands from the Board to bring their account current; and

**WHEREAS**, the Board deems it to be in the best Interests of the Association to adopt a uniform and systematic procedure for dealing with delinquent accounts in a timely manner, and further believes it to be in the best interests of the Association to refer these accounts promptly to an attorney for collection so as to minimize the Association's loss of assessment revenue; and

**WHEREAS**, the Board has retained the Association's attorney for the attorney's experience in representing the condominium and homeowner association in collection and in other matters; and

**WHEREAS**, the Board has directed the Association's attorney to represent the Association on the terms outlined in this resolution; NOW, THEREFORE,

**BE IT RESOLVED** that the Association's attorney shall pursue all collection and other matters which the Board, acting through the Treasurer or manager, may from time to time refer to the attorney and shall provide any advice and counsel which the Board may from time to time require; and

**BE IT FURTHER RESOLVED** that the Treasurer or manager, acting on behalf of the Association shall pay the Association's attorney and the attorney's usual and customary charges for time incurred in connection with the attorney's representation of the Association, together with all costs incurred by the attorney, including but not limited to fees and charges for filing, service of process, messenger service, court reporters, electronic or computer assisted legal research, photocopies, postage, long distance calls, investigator's services, credit reports and title reports, promptly upon receipt of the attorney's monthly invoice; and

**BE IT FURTHER RESOLVED** that pursuant to the Declaration and/or Bylaws and RCW 64.34.364(13) there is hereby levied against any assessment account which is not paid in full as of the 15<sup>th</sup> day of the month a late fee in the amount of \$25.00 which the Treasurer or manager is authorized and directed to charge to and collect from any delinquent unit owner; and

**BE IT FURTHER RESOLVED** that the Treasurer or manager is directed to send to any unit owner who is more than thirty (30) days delinquent in the payment of regular or special assessments or other charges authorized by the Association's governing document (hereinafter referred to as "Assessments"), a written notice that if the account is not paid in full within ten (10) days it will be turned over to the Association's attorney for collection, including filing a lien against the delinquent unit, and that the unit owner will be liable for payment of the minimum charge imposed by the Association's attorney to cover fees and costs charged to the Association; and

**BE IT FURTHER RESOLVED** that the Treasurer or manager is directed to refer any account which remains delinquent for ten (10) days or more after the written notice to the Association's attorney for collection; and

**BE IT FURTHER RESOLVED** that the Treasurer or manager is directed to consult with the Association's attorney and turn over for collection immediately any account where the unit owner files or is the subject of a petition for relief of bankruptcy or a lender has commenced any action for foreclosure of its lien against the unit; and

**BE IT FURTHER RESOLVED** that the following policies shall apply to all delinquent account turned over to the Association's attorney for collection:

- (1) All contacts with a delinquent unit owner shall be handled through the Association's attorney. Neither the Treasurer or manager nor any Association officer or director shall have authority to settle the collection of the account directly with a unit owner after it has been turned over to the Association's attorney unless the Association's attorney is present or has consented to the contact.
- (2) All sums collected on a delinquent account shall be remitted to the Association in care of the Association's attorney until the account has been brought current.
- (3) To the extent provided by the declaration and/or Bylaws, a delinquent Assessment deposit of up to three (3) months estimated Assessments shall be assessed on the unit owner's assessment account. However, the Association's Treasurer or manager and attorney are granted the discretion to waive this Assessment deposit in whole or in part under circumstances which they deem to be appropriate.
- (4) To the extent provided by the Declaration and/or Bylaws, all of the estimated Assessments due for up to the next succeeding twelve (12) months shall be accelerated and become immediately due and owing upon any required notice to the unit owner. However, the Association's Treasurer or manager and attorney are

granted the discretion to waive this acceleration in whole or in part under circumstances which they deem to be appropriate.

- (5) Interest at the rate provided by the Declaration and/or Bylaws or otherwise at the legal rate shall be collected on all delinquent Assessment amounts, including but not limited to late charges and legal charges. However, the Association's Treasurer or manager and attorney are granted the discretion to waive this requirement in whole or in part under circumstances which they deem to be appropriate.
- (6) The Association's attorney's minimum legal fee shall be assessed against each delinquent unit and its owner (including repeat collections) when the account is turned over to the Association's attorney for collection. All legal fees and costs incurred in the collection of a delinquent account shall be assessed against the delinquent unit and owner and shall be collectible as an Assessment as provided in the Declaration and/or Bylaws and RCW 64.34.364(14)

Adopted on the 23rd day of February, 2016.

GARDEN GROVE CONDOMINIUM ASSOCIATION