

## Rules & Regulations

### Candlewood Ridge/Carriage Wood Homeowners' Association

#### Aesthetics/Yard & Building/Home Maintenance Rev A

Pursuant to Article VIII, of the Declaration of Covenants, Conditions, and Restrictions ("CC&Rs") of Candle Wood Ridge Homeowners Association and Carriage Wood Homeowners' Association (hereinafter collectively the "Association") and R.C.W. 64.38.020, the following written rules and restrictions are adopted in order to further and foster timely compliance by homeowners for the matters addressed below. These rules are intended to supplement the CC&R and/or Bylaw provisions which address the topics set forth below, not supplant or amend them, and in the event of an inconsistency or conflict between these Rules and the CC&Rs or Bylaws of the Association, the CC&Rs and/or Bylaw provisions shall supercede and apply.

#### **I. Aesthetics/Yard Maintenance:**

**A. Introduction.** Article VIII of the CC&Rs requires owners to properly maintain their yards and landscaping (collectively "yards") as well as all buildings and structures upon their Lot. Proper and periodic maintenance of yards and buildings, including without limitation homes, is important to the quality and character of the community, and helps maintain property values for the benefit of all members of the community.

**B. Rule.** All exterior areas, buildings and structures must be consistently maintained and kept in a clean and attractive condition, which includes without limitation the following:

- 1. Yard Maintenance** – Yards must be periodically maintained. Such maintenance must include without limitation: lawns must be mowed, trees and shrubs pruned, dead limbs removed, planters, lawns, shrub and other beds kept weeded, woodpiles must be screened from public view, leaf piles and other yard waste must be removed or placed in an attractive container suitably located and screened from public view, and all moss must be removed from driveways and walkways. Garbage cans, recycle bins, and yard waste bins must be screened from public view except when set out for waste pickup. These items should not be set out for pickup before 3 p.m. the day before pickup and should be stored no later than 8 a.m. the day following pickup.
- 2. Adjacent Sidewalks** - Sidewalks adjoining your property shall be kept clear of overgrowth and obstructions. All items found on

adjacent sidewalks of a homeowner's property shall be construed to be owned by that homeowner for purposes of Association action. Homeowners should call King County's Department of Transportation when adjacent sidewalks need to be repaired.

3. **Home & Exterior Maintenance** –All structures upon each lot, including the homes, must be maintained in good condition and repair. Such maintenance and repair must include without limitation: Paint and/or stain on each structure (house, fence, deck, etc.) must be uniform in color, and without significant fading, cracking, or peeling. Roofs must be kept free of extensive moss.
4. **Holiday Decorations-** Christmas lights and other holiday displays must be removed from view within thirty (30) days following the date of the holiday.
5. **Recreational Equipment** – Items such as, but not limited to, bicycles, toys, and skateboard ramps are to be stored out of sight at the end of each day of use. Portable basketball hoops may be used in the front of the house when the driveway is used as the court. Portable Basketball hoops may be stored on driveways or other suitable locations on an owner's property during periods of extended usage. Permanent basketball hoops (attached to the house) are not permitted in the front of a homeowner's property. Permanent in-ground basketball hoops which use the driveway as a court will be considered on an individual basis after submittal of an ACC request.

## II. Violations, Investigation and Fines:

- A. **Introduction.** The Washington statute R.C.W. § 64.38.020(11), provides that an association can levy reasonable fines in accordance with a previously established schedule adopted by the board of directors and furnished to the owners, for violations of the CC&Rs, bylaws, and rules & regulations of the Association.
- B. **Investigation/Notice of Violation.** Once a possible yard and/or building or structure maintenance or other ACC violation has been reported to or otherwise becomes known to the Association, it will be investigated and a determination made as to whether a violation has actually occurred. If a violation is found, written notice of the violation will be sent or delivered to the offending homeowner giving him/her 30 days within which to correct the violation and comply.
- C. **Rule - Legal Action.** If the owner sent a notice of violation does not timely comply and correct the violation, the Association may assess

finer against him/her and the lot according to the Fine Schedule as set forth in Section III below. In the Board's discretion, legal action may be taken against the violating homeowner at any time after the 30 day correction period. Additional fines will continue to be assessed and accrue while any enforcement or other legal action is in process, if the homeowner continues to violate the maintenance and/or ACC requirements of the CC&Rs, Bylaws, and/or these Rules. All attorneys' fees and costs may be awarded to the prevailing party and recoverable from the losing party in any action, lawsuit or other proceeding involving the enforcement of the CC&Rs, Bylaws, and/or these Rules.

- D. Rule - Further Compliance Action.** Notwithstanding anything to the contrary in these Rules, the Association shall in all cases of a violation have the right to exercise the self help provisions in Article VIII of the CC&Rs. Additional fines and legal expenses will continue to accrue and be assessed against the violating owner while the violation is being corrected by such self help.

### **III. Schedule of Fines**

#### **A. Yard Maintenance /Exterior Home Maintenance.**

**1. Non-compliance fines:** Fines in the amounts listed below may be assessed by the Association against any homeowner and/or his/her lot, as set forth in the Guidelines for Enforcement/Handling of Property Maintenance Non-Compliance, without the complete and total correction of the violation by owner.

- |     |                                    |          |
|-----|------------------------------------|----------|
| (a) | First Offense:                     | \$10/day |
| (b) | Second Offense:                    | \$25/day |
| (c) | Third and All Subsequent Offenses: | \$50/day |

**2. Subsequent same or similar violations/automatic fines:** Furthermore, and notwithstanding anything to the contrary herein, if an owner is found to commit the same or similar maintenance violation again within 12 months of the first such violation, regardless of whether the owner timely corrects the first violation within 30 days of the written notice as stated in section II.B above, fines will automatically apply and accrue as to each subsequent violation beginning as of the date of each Association notice letter on the subsequent violation(s) until correction and compliance is made by the owner in the following amounts:

- (a) for the first subsequent (2<sup>nd</sup>) violation of the same maintenance issue within the 12 month period, \$25 per day beginning on the date of the Association violation notice letter;

- (b) for the next (3<sup>rd</sup>) and all other subsequent violation(s) within the 12 month period, \$50 per day beginning on the date of the Association violation notice letter.

**B. Holiday Decorations Fines.** A fine in the amount of \$10 per day may be assessed against any homeowner and/or his/her lot who remains in violation after the notice period set forth above.

#### **IV. Collection of Fines**

The Association will bill the offending homeowner the applicable fines at such time and for such periods as the Association considers reasonable. If, after the fines accrue they remain unpaid and outstanding for more than 90 days from date of the first such billing, interest shall commence and apply to the unpaid fines at the rate of one percent (1%) per month on the unpaid balance.

Furthermore, all fines imposed by the Association upon an owner or owners which remain unpaid for said 90 days shall 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 CC&Rs and the laws of the State of Washington. The Association may file a formal lien with the 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 attorneys' fees, incurred by the Association in the collection of such unpaid fine(s).

#### **V. Appeal Process & Opportunity to be heard**

**A. Introduction.** Any homeowner found by the Board to be in violation of yard or building maintenance or other ACC requirements under the Association's CC&Rs, Bylaws, and/or these Rules may request a hearing to offer a defense or explanation to the imposition of violations and/or fines.

**B. Request for Appeal Hearing.** The homeowner must complete a written Request for Appeal Hearing and mail or deliver it to the Association within ten (10) days of receiving a notice of violation from the Association (and the right of appeal shall expire after the ten (10) days). The appeal request must contain the following:

1. Homeowner's name and address.
2. Homeowner's reason and basis for an appeal.
3. A copy of all documentation which owner believes supports his/her appeal position.

4. The name of any attending attorneys, witnesses or other collaborating guests.
5. The homeowner shall sign and date the Request for Appeal Hearing.

**C. Hearing Procedure.**

1. The appealing homeowner shall be sent Association confirmation of its receipt of the Request for Appeal Hearing.
2. The Board President will assemble three (3) current members of the Association's Board of Directors to act as a Review Board (the "Review Board") within seven (7) calendar days following receipt of a written Request for Appeal complying with the information requirements set forth above.
3. No later than ten (10) calendar days following the formation of the Review Board, the Review Board shall mail or deliver notice to the appellant owner of a hearing date, which notice will provide the date, time, and location of the hearing, which is to be determined by the Review Board.
4. The Review Board will permit the appealing homeowner up to thirty minutes to explain the circumstances of the appeal and provide grounds as to why the violation and/or fine should be waived, reduced or cancelled.
5. At the conclusion of the presentation, the Review Board will adjourn to review the circumstances of the Request of Appeal as presented.
6. Within ten (10) calendar days of the hearing for the Request for Appeal, the Review Board will mail or deliver written notice to the homeowner as to the Review Board's decision.
7. If the Review Board finds in favor of the appealing homeowner, it shall advise the homeowner as to whether the violation and/or the fines originally imposed are reduced, modified, or waived. Any adjustment(s) shall reflect on the homeowner's account the following month.
8. If the Review Board determines that the owner's explanation or defense presented at the hearing was inadequate or otherwise failed to justify a reduction, modification, or waiver of the violation and/or fines, the owner will be so notified, in which case the fines imposed will continue to be owing to the Association until paid in full regardless of whether the violation has since been removed or corrected.

**VI. Record retention/expiration**

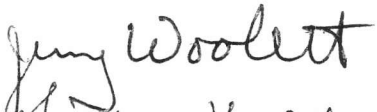

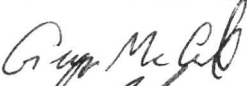
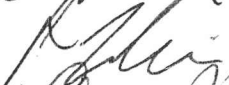

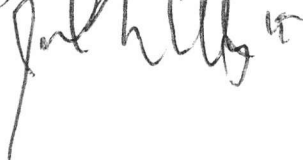
The Association will expunge its records of a resolved violation eighteen (18) months after its resolution with an owner.

## 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.

DATED AND ENACTED this 19<sup>th</sup> day of June, 2004.

### Board of Directors:

Signature		Printed Name	Jerry Woollett
Signature		Printed Name	Sandra Woollett
Signature		Printed Name	George McGill
Signature		Printed Name	CURT WHITAKER
Signature		Printed Name	Lloyd Mantilla
Signature		Printed Name	JOHN L. UTZ