

NOTE: The Ridge does NOT have a set of "Rules and Regulations"

The following are examples of "Rules and Regulations". The Fairwood Greens Board of Directors passed this particular set. Since there are differences between the Covenants of the Ridge and the Greens, these examples do not translate directly to the Ridge should we decide to apply them to the Ridge.

In general, "Rules and Regulations" are more specific than the Covenants and they usually specify fines for failure to comply. The examples below are for

- [Animals](#)
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Animals

I. Introduction

Article IX, Section 9 of the Fairwood Greens' CC&Rs requires that each homeowner shall not keep animals under conditions reasonably objectionable in a closely built up residential community.

II. Excessive Noise

Repeated and/or regular excessive barking by a homeowner's dog(s) may be considered to be reasonably objectionable by neighbors. Dog owners will take all necessary steps to limit excessive noise generated by their pets, especially between the hours of 10 P.M. and 8 A.M. Failure of a homeowner to comply may result in the imposition of fines listed in Section VI.

III. Leashes

Consistent with King County ordinances, within Fairwood Greens, all dogs must be leashed while not on the owner's property. It is the responsibility of each homeowner to ensure that their dog does not run free within Fairwood Greens. Unleashed dogs will be reported to the Humane Society and their owners may be fined as listed in Section VI.

IV. Scooping

It is the responsibility of each Fairwood Greens' homeowner to properly dispose of the fecal waste generated by their dog.

While the dog is on the homeowner's property, the homeowner must collect and dispose of any fecal waste generated by the dog in a timely manner so that neither the aroma nor the appearance is offensive to other Fairwood Greens' residents.

While the dog is off of the homeowner's property and within the Fairwood Greens residential area, the homeowner is responsible for the immediate clean up of their dog's fecal droppings. To that end, each homeowner will carry with them, some type of device (plastic bags, pooper-scooper, shovel, etc.) for cleaning up after their dog. Leaving the site of the dropping without collecting the fecal matter is a violation of this rule whether on another homeowner's property, park, or on a Fairwood Greens sidewalk.

Failure to comply with Subsection A or B of the Section is a violation of the rule and the homeowner may be fined as listed in Section VI.

V. Infractions

Once an excessive noise, leash, or scooping violation has been reported by individual homeowners and/or by the Fairwood Greens' Security Patrol, the violating homeowner will be notified in writing, and, if not corrected in a timely manner, and fines assessed according to Section VI.

At the 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 continues to violate the rule. All legal expenses associated with the enforcement of this Rule and Regulation may be assigned to the violating homeowner.

The opportunity to appeal the Board's decision is available under the Rules and Regulations on "Appeal Process".

VI. Fines

Fines for excessive noise, leash, or scoop violations may be imposed at the following rates:

First Offense – Written Warning Only (when homeowner corrects violation immediately).

Second Offense - \$25

Third Offense - \$50

Fourth and all Subsequent Offenses - \$100

VII. 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 April 23, 2002

Recreational Vehicles

I. INTRODUCTION:

Authority. The presence of Recreational Vehicles ("RVs") in the neighborhood is governed by the Declaration of Covenants, Conditions and Restrictions ("Covenants") and may be regulated consistent with Covenants and the Homeowners' Association Act, Chapter 64.38 Revised Code of Washington. Article VIII of the Covenants requires each homeowner to provide exterior maintenance of his/her own lot. Article IX, Section 4 of the Covenants prohibits anything from being done on any lot which may be or may become an annoyance or nuisance to the neighborhood. The Covenants are intended to enhance and protect the value, desirability, and attractiveness of the neighborhood.

Definition. An RV shall mean any trailer, travel trailer, motor home or camper, and "all terrain vehicle" with more than two wheels, as well as snowmobiles, jet skis and boats. Motorcycles and golf carts are not included.

Purpose. The prolonged presence of RVs in the neighborhood can be unattractive if not properly maintained. This regulation is adopted to prevent the prolonged presence of RVs from becoming an unattractive annoyance or nuisance to the neighborhood and to require approved screening of RVs in the exterior maintenance of each homeowner's lot when the presence of an RV is prolonged.

II. PROHIBITED ACTIVITY:

6,000 Pounds. Recreational Vehicles ("RVs") in excess of 6,000 pounds gross weight may **not** be kept, parked, stored, dismantled or repaired outside on any lot or street within the neighborhood. See Article IX, Section 4 of the Covenants.

Garage or Carport. RVs may **not** be stored inside a building or structure larger than a garage or carport designed for three standard size passenger automobiles. See Article IX, Section 1 of the Covenants.

Residences. RVs may **not** be used for temporary or permanent residences. See Article IX, Section 5 of the Covenants.

III. LOADING, UNLOADING, AND/OR CLEANING:

48 Hours. Homeowners may have up to 48 hours to load, unload, and/or clean an RV on or adjacent to their property, unless extended as permitted in Part 3.2.

Extension Permit. An RV that weighs 6,000 pounds gross weight or less may be at a homeowner's property or on the adjoining street for longer than 48 hours, provided:

- a. A prior written request for a permit pursuant to Part 3.3 is submitted to the Association – attn: Property Maintenance Committee.
- b. The permit is issued to the homeowner by the Association.
- c. Permitted extensions do not exceed seven (7) days per quarter.

Permit Requests. In order to ensure a timely permit confirmation, a written request for an extension permit must be received by the Association no less than seven (7) calendar days prior to the arrival of the RV, and must contain the following information:

- a. Name and address of the homeowner,
- b. Both the arrival date and departure date of the RV,
- c. Year, make, model, and license plate number of the RV,
- d. RV owner's name and address,
- e. Signature and date of requesting homeowner.

Permit Display. Valid permits must be displayed prominently so that the Fairwood Greens' Security Patrol can easily verify it. Displayed prominently means in the front window, driver side, unless the RV is parked with front end toward the house, then in rear window. Homeowners who park their own or a guest's RV without a valid permit will be in violation of this regulation and may be subject to a fine.

IV. SCREENING

An RV may remain on a lot for more than 48 hours without a permit only if it is inside a structure or screening approved by the Architectural Control Committee ("ACC"). Screening may include landscaping, fencing or lattice, but not tarps, so long as the RV is not visible from the street or deemed unsightly by neighbors.

V. VIOLATIONS

Notice. When the Board of Trustees ("Board") is advised of a violation of this regulation, the Board will give written notice ("Notice") of the violation to the owner of the lot where the violation is occurring. The owner of the lot shall remove the RV in violation of this regulation within two days of the day of receipt of the Notice.

Fines. If the owner of the lot fails to timely remove the RV after receipt of the Notice, the Association may fine the owner as follows:

- a. First violation: \$50/day
- b. Second violation: \$100/day
- c. Third and subsequent violations: \$200/day

d. A single violation shall include immediately subsequent consecutive days of noncompliance.

Other Action. In addition to fines, the Association may seek legal action against the owner of a lot in violation of this regulation, including without limitation towing and storage of the RV at the expense of the owner of the lot where the RV is located. Fines may continue to be assessed for so long as the violation continues, even while legal action is pending. All legal expenses associated with the enforcement of this regulation by the Association shall be paid by the offending owner.

Lien. All fines and expenses owed pursuant to this regulation may be recorded as a lien against the real property of the offending owner.

Appeal. Fines issued, and actions taken, by the Association pursuant to this regulation may be appealed pursuant to the Association's Rules and Regulations on "Appeal Process".

VI. MISCELLANEOUS

Effective Date. This regulation shall become effective 60 days after being adopted and enacted by the Board.

Enforceability. If any portion of this regulation is determined to be legally unenforceable, it shall not negate the enforceability of the remaining portions of the regulation.

ADOPTED AND ENACTED BY THE BOARD ON JULY 27, 2004

Vehicles

I. Introduction

Article IX, Section 4 of the Fairwood Greens' CC&Rs require that each homeowner is to maintain the exterior appearance of his/her property in a manner that upholds the quality of our neighborhood. These declarations are to protect every homeowner's property value by ensuring a well-kept and desirous place in which to live.

Additionally, the CC&Rs, Article IX, Section 4, specifically prohibit the repair of vehicles outdoors on any lot.

Vehicles that are in violation are:

In state of disrepair and the factors which will be considered include without limitations, flat tires, on stands, significant amount of foreign material (moss, pine needles, bird dropping, etc), on vehicle or;

In long-term storage and the factors which will be considered include without limitations, having expired license plates and/or are covered with a material/tarp that makes them inoperable as they stand.

II. Infraction

Once a violation has been reported by an individual homeowner and/or by the Fairwood Greens' Security Patrol, confirmation will be determined, the violating homeowner notified in writing, and, if not corrected in a timely manner, fines assessed according to Section III.

At the 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 continues to violate the declaration. All legal expenses associated with the enforcement of this declaration may be assigned to the violating homeowner.

The opportunity to appeal the Board's decision is available under Rules and Regulations on "Appeal Process".

III. Fines

Fines for violation of the parking/storing of a vehicle will be imposed at the following daily rates:

First Offense - \$10/day

Second Offense - \$25/day

Third and All Subsequent Offenses - \$50/day

IV. 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 April 23, 2002

Appeal Process

I Introduction

Any homeowner determined by the Board to be in violation of any of the Fairwood Greens' Homeowners Associations Bylaws, CC&Rs or Rules and Regulations may request a hearing to offer a defense to the imposition of violations and/or fines.

II. Hearing Request Procedure

The Homeowner must complete a written Request of Appeal which shall be sent to the Fairwood Greens' Homeowner Association. The appeal request must contain the following:

Homeowner's Name and address.

Homeowner's reason and basis for an appeal.

Homeowner shall present a copy of all supporting documentation.

Homeowner shall present the names of any attending attorneys, witnesses or other collaborating guests.

Homeowner shall sign and date Request for Appeal.

The Board President will assemble three (3) current members of the Fairwood Greens' Board of Trustees to act as a Review Board within seven (7) calendar days following receipt of a complete written Request for Appeal.

The appealing homeowner shall so be advised of the receipt of the Request of Appeal.

The Review Board not later than ten (10) calendar days following the formation of the Review Board announce a hearing, which will take place on an evening, time and location to be determined by the Review Board.

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 fine should be waived, reduced or cancelled.

The Review Board, at the conclusion of the presentation, will adjourn to review the circumstances of the Request of Appeal as presented.

The Review Board will send a written notice to the homeowner as to the Review Board's decision within seven (7) calendar days.

The Review Board, finding in favor of the appealing homeowner shall advised the homeowner as to whether the fines imposed are reduced, modify or waived. Any adjustment(s) shall reflect on the homeowner's account the following month.

The Review Board determining the explanation was inadequate to justify the reduction, modification or waiver of the violation and/or fines, the fines will continue to be assessed until paid in full even if the offending caused has been removed or corrected.

III. Collection of Fines

The Fairwood Greens' Homeowner's Association will bill the offending homeowner the appropriate fines at the time in which they occur. If any unpaid fines remain outstanding after the assessment or adjudication more than 90 days, interest shall commence at the current published rate of 11/2 percent on the unpaid balance per month. If the fines remain unpaid, the Fairwood Greens' Homeowner Association may commence the filing of a lien for all outstanding fines and any unpaid assessments as of that date and if necessary seek foreclosure relief on the lien. All associated costs and attorneys fees will be assessed to the offending homeowner as provided in the CC&R, Article VII Covenant for Maintenance of Assessments.

IV. 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 April 23, 2002

Aesthetics

I. Introduction

Article VIII of the Fairwood Greens' CC&Rs clearly states: "Each individual owner. ...shall be obligated to provide exterior maintenance on his own lot."

All exterior areas must be consistently maintained.

II. Aesthetic Categories

1. Yard Maintenance – Lawns must be mowed, trees and shrubs pruned, dead limbs removed, planters weeded. Woodpiles must not be visible from the street at any time; leaf piles and other debris and trash removed. Moss must be removed from driveways and walkways.

2. Home Exterior Maintenance – 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.

3. Holiday Decorations- Christmas lights and other holiday displays must be removed from view within thirty (30) days following the holiday occurrence.

III. Infractions

Once a violation has been reported by an individual homeowner and/or by the Fairwood Greens' Security Patrol, confirmation will be determined, the violating homeowner notified in writing, and, if not corrected in a timely manner, fines assessed according to Section IV.

At the 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 continues to violate the declaration. All legal expenses associated with the enforcement of this declaration may be assigned to the violating homeowner.

The opportunity to appeal the Board's decision is available under Rules and Regulations on "Appeal Process".

IV. Fines

A. Yard/Exterior Home Maintenance -

- 1) First Offense - \$10/day
- 2) Second Offense - \$25/day
- 3) Third and All Subsequent Offenses - \$50/day

Created on 10/28/2006

B. Holiday Decorations – A fine in the amount of \$10/day may be assessed to any homeowner who, after receiving written notification of the non-compliance, remains in violation of this declaration.

V. 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 MAY 28, 2002

Architectural Control

I. Introduction

Article IX, Section 2 of the Fairwood Greens' CC&Rs clearly states: "No building shall be erected, placed or altered on any lot (residential or nonresidential) on the property until the building plans, specifications, and plot plan showing the nature, kind, shape, height, materials and location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision...".

II. Architectural Control Categories

Paint – Exterior paint on homes must be harmonious with the other homes in the subdivision. All homeowners who wish to change existing exterior color, or repaint existing exterior color, must submit color schemes to the Architectural Control Committee for approval prior to the work commencing.

Fencing – Fencing material and plans must be submitted to the Architectural Control Committee for approval prior to the work commencing.

Decks, Patios & Roofs – Construction plans and a description of the deck/roofing materials must be submitted to the Architectural Control Committee for approval prior to the work commencing.

Roofing and reroofing materials currently approved are: medium to heavy grade cedar shake, Evershake, Gerard Steel, Rare Steel, a variety of lightweight tiles, and triple laminate composition-Certainteed Presidential TL, GAF Grand Canyon, Owens Corning Woodmoor Shingles, and G.E.M Manufacturing Inc. of Calgary, Alberta EuroSlate and EuroShake
Roofing materials other than those currently approved must be submitted with sample and explanation for consideration.

Reroofing is recommended by the ARCHITECTURAL COMMITTEE to be installed only by a professional skilled trades person.

Remodeling – On any outside remodeling project, construction plans and a description of materials to be used must be submitted to the Architectural Control Committee for approval prior to the work commencing.

III. Infractions

Once a homeowner has committed a violation by not obtaining a written approval from the Architectural Control Committee prior to the commencement of work and has been notified in writing of such, it may result in the homeowner being assessed fines according to Section IV and required to:

Repaint their home with approved color schemes.

Remove fencing in its entirety from the property.

Remove and/or replace deck/roof in its entirety.

Restore remodeling changes to the original condition.

At the Board's discretion, legal action may be taken against the violating homeowner at any point once a violation has been confirmed. Additional fines may continue to be assessed while the legal action is in process if the

homeowner continues to violate the declaration. All legal expenses associated with the enforcement of this declaration may be assigned to the violating homeowner.

The opportunity to appeal the Board's decision is available under Rules & Regulation on "Appeal Process".

IV. Fines

Nonrecurring – A fine in the amount of \$100 may be incurred by any homeowner who fails to obtain written approval from the Architectural Control Committee prior to commencing work on categories list under Section II.

Daily Fine – Following notice of the infraction and the initial \$100 fine, the homeowner will have thirty (30) days to remedy the infraction as directed by the Architectural Control Committee.

Beginning on the thirty-first (31) day following the notice, fines may be incurred by the homeowner in the amount of \$50 per day. This daily fine may continue until 1) the Architectural Control Committee received a signed document by the homeowner stating the homeowner's intent to correct the violation, **and** 2) the work is completed.

V. 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 MAY 28, 2002

Offending Conduct

In such cases where a member of the Association (or their guest(s)) is engaging in conduct which, by its nature, is intentional and intended to cause annoyance or nuisance to a neighbor or neighbors and which is of a type or to an extent which adversely effects or impacts the neighbors and/or the neighborhood or community welfare, upon confirmation an immediate written warning notice may be issued by the Association to the offending member to cease and desist such conduct. Such written notice will advise the offending member that if the conduct does not immediately cease, for every instance of such conduct after the notice is given a fine of \$300 will be imposed on the member until the member ceases the offending conduct. Any such fine imposed under and pursuant to this resolution will be considered to be and subject to the same enforcement and collection rights and procedures as if it were a standard assessment under the Declaration covenants of the Association, including without limitation the lien rights for assessments.

The fine process for this Rule/resolution, and any possible appeals, will be enforced and subject to the same guidelines that are used for other R & R violations, which include being turned over to the Association's Legal Counsel for the possible filing of a lien/foreclosure or enforcement lawsuit to curtail and end any such conduct.

The intention behind this resolution and Rule is to prevent or stop offending conduct which includes but is not limited to profane, intimidating, and/or abusive physical or verbal conduct directed at or which affects a neighbor or neighbors, which is not an isolated act or incident, and which, by its nature, has an adverse impact or effect on surrounding neighbor or neighbors. It is recognized in a civilized society that such conduct adversely affects the safety and welfare of the neighborhood and community at large.

Dated and enacted November 25, 2003