

**RULES AND REGULATIONS OF
THE SUMMER RIDGE HOMEOWNERS ASSOCIATION
FOR DIVISIONS 1, 2, 3, 4, 5, PARK, 6, 7**

Effective 4/20/2023

PREAMBLE

We are living in close association with our fellow residents and common courtesy dictates that our actions do not infringe on the rights of other residents. Each resident of Summer Ridge, whether Owner, tenant, or guest, must comply with the Declaration, Bylaws, and these Rules and Regulations to promote the harmony and cooperative purposes of the community. Each Owner is fully responsible for the compliance of their family members, guests, tenants, and other occupants of the Owner's Lot.

ARTICLE 1- PROPERTY USAGE AND ACTIVITIES

1.1 Nothing shall be done or kept in any Common Area and Improvements which could result in the cancellation of the Association's insurance, or which would increase the rate of insurance on the Common Area or other Lots without prior written consent of the Board. Illegal activity in the Common Area is prohibited.

1.2 Nothing shall be altered, stored on, constructed in, or removed from any Common Area and Improvements without prior written consent of the Board, and the ACC if required by the Declaration.

1.3 No trash, plant or grass clippings, or other debris of any kind shall be dumped, deposited, or placed on any Common Area and Improvements.

1.4 No building, concrete or masonry wall, rockery, fence, swimming pool, or other structure may be constructed or modified on any Lot, without prior written ACC approval as provided in Section 4 of the Declarations. Violations of this Rule and/or related Declaration provisions results in an initial fine of \$1,000, and daily fines as provided in the fine schedule.

1.5 All ACC requests including dwellings or structure erected or placed on any Lot shall be completed as to external appearance, including finishing staining/painting/landscaping, within eight months after the date of approval. Variances may be granted by the ACC upon showing of good cause.

1.6 No structures or landscaping of any kind, including fences, walls, or shrubs, may be built or placed within any of the road rights-of-way and easements except as approved by the ACC.

1.7 All setbacks for dwellings, fences, walls, and shrubs as provided in Declaration Sections 4.B.6 and 4.B.8 must be complied with.

1.8 No barbed wire, chain link or corrugated fiberglass fences shall be erected on any Lot. All fences are to meet the standards set by the ACC and must be approved prior to construction.

1.9 No structure of a temporary nature, trailer, tent, shack, garage, barn, or any outbuilding, shall be used on any Lot at any time as a dwelling, whether temporarily or permanently.

1.10 Wiring to accessory buildings of any type shall be underground.

1.11 No sign, billboard, or other advertising structure or device shall be displayed to the public view on any Lot except that one sign not to exceed two feet by three feet in area may be placed on a Lot to offer the Property for sale or rent. Political or issue yard signs, not more than two square feet and of a temporary nature, will be allowed during campaign periods. The ACC may cause any sign placed on a Property in violation of this provision to be removed and destroyed.

1.12 No animals except up to two dogs and two cats per lot, caged birds, fish in tanks, and other small household pets will be permitted on any Lot.

1.13 All animals or pets, when in a Common Area or road right-of-way, shall be maintained on an adequate leash or other means of physically controlling the animal, by a person capable of controlling the animal at all times. At no time will unattended animals be permitted on Common Areas, road rights-of-way or other parts of the Development. Owners must clean up immediately after their pet if it relieves itself on a Common Area or other Lot.

1.14 No animal or pet shall be allowed to become a nuisance to other Owners or tenants.

1.15 No Lot shall be used in whole or part for storage or anything which will cause the Lot to appear in an unclean, disorderly, or untidy condition, as determined by the Board or ACC.

1.16 Boats, trailers, recreational vehicles, vehicles that have been tarped or covered, and disabled vehicles of any kind whatsoever shall not be stored upon the Property unless within a built-in garage or screened from view from the street by a fence in conformity with the CCRs and approved by the ACC.

1.17 No noxious activity or thing shall be permitted on any Lot which may be or become a nuisance or unreasonably interfere with the use and enjoyment of any part of the Development.

1.18 No Lot shall be used for anything other than residential purposes except that home occupations may be allowed as permitted by Section 4.C.1.(a). of the Declarations. The HOA requires that such occupations be invisible to the neighborhood; specifically, no advertising, no noticeable increase in noise, no goods, equipment, vehicles, materials, or supplies may be parked or stored on the property, and/or increased pedestrian traffic, etc. Specifically exempted

are infrequently held and informal events such as garage sales, lemonade stands, etc.

1.19 No dwelling shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling not to exceed two stories in height plus basement.

1.20 One single family dwelling is permitted on each lot. Accessory dwelling units are prohibited.

1.21 Major construction or remodeling activities authorized by the ACC shall be carried on only between 8 AM and 6 PM on weekdays and 9 AM and 6 PM on weekends and holidays, unless prior approval is obtained from the ACC.

1.22 No external landscaping change shall be made on any Lot or Common Area until the plans and specifications have been approved by the ACC according to the provisions outlined in Section 4 of the Declarations. Excluded is standard and recurring maintenance that does not alter the overall appearance of the Lot or Common Area, and emergency actions needed to protect life and property.

1.23 No driveway extensions or modifications, or landscaping changes that in the judgment of the ACC have the appearance of being intended for additional parking or storage, will be approved.

1.24 All solar panels, satellite dishes, and outdoor antenna (s) are to meet the standards set by the ACC and OTARD Regulations.

ARTICLE 2 - MAINTENANCE OF EXTERIOR AND GROUNDS

2.1 Each Lot shall be maintained by the Owner thereof in a neat, clean, and sightly condition at all times and shall be kept free of accumulation of litter, junk, containers, equipment, building materials, broken or damaged furniture, and other debris. All structures upon a Lot shall be maintained in good condition and repair, and be properly painted, stained or otherwise finished in accordance with the ACC architectural standards.

2.2 All trees, lawns, gardens, and plants shall be maintained and cultivated in a neat, clean, and sightly manner. This includes but is not limited to proper mowing and edging.

2.3 All refuse shall be kept in sanitary containers concealed from view of any Lot, and the containers shall regularly be emptied with the contents disposed of off the Development. Properly confined trash for garbage pickup may be placed out for pickup on the day prior to pickup day. Containers should be placed out of sight by 9 AM on the day following pickup day.

2.4 No grass clippings, leaves, limbs, branches, and other debris from vegetation shall be dumped or allowed to accumulate on any part of the development, except that a regularly tended compost device shall be allowed.

2.5 No storage of goods, vehicles, boats, trailers, trucks, campers, recreational vehicles or other equipment or device, whether operable or not, shall be permitted in open view from any Lot, EXCEPT this shall not exclude temporary (less than 24 hours) parking of vehicles on the designated driveway areas adjacent to garages on the Lots. This paragraph is not meant to disallow long-term (more than 48 hours) parking or storage of vehicles on the Lots, but if stored, they shall have the approval of the ACC. Situations may arise that could require open storage of vehicles within the driveway of a Lot for a short-term period. Such special situations shall be reviewed by the ACC and, if approved by the ACC in writing, shall be excepted from this rule for the time period approved.

2.6 Any damage to the Common Area and Improvements, including landscape plantings, fences, etc., by the Owners, other residents, tenants or guests shall be repaired by said Owner within one week or the ACC shall execute said repair and assess the Owner for the costs thereof.

2.7 External winter holiday decorations, including but not limited to lights, shall not be put up earlier than the day following the fourth Thursday of November prior to the holiday, and shall be taken down no later than the last day of January following the holiday, except with approval from the ACC. Other temporary external decorations, if related to a particular holiday or event, shall be taken down no later than a week following the holiday or event, except with approval from the ACC. In all cases, such decorations shall be put up and taken down in a reasonable time frame, as determined by the ACC.

2.8 No tree, bush, other landscaping feature, or structure on any Lot shall be placed or allowed to grow in such a manner as to block, hinder, or otherwise impede use of any Common Area or public land, including but not limited to streets and sidewalks.

2.9 No goods, vehicles, boats, trailers, recreational device, or other equipment shall be parked or stored, whether temporarily or permanently, in such a manner as to block, hinder, or otherwise impede use of any Common Area or public land, including but not limited to streets and sidewalks. Vehicles may not be parked on sidewalks, whether fully or partially. Excluded is the temporary placement of containers for garbage collection as described in section 3.3 of the Rules and Regulations.

ARTICLE 3 - ARCHITECTURAL CONTROL

3.1 All buildings and improvements on a Lot shall be a permanent construction and no temporary structure, trailer, tent, garage, outbuilding or other similar device shall be placed on any Lot except with the permission of the ACC.

3.2 No building, fence, wall, or other exterior structure shall be commenced, erected, or maintained upon the development, nor shall any exterior addition to, or change or alteration therein, be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the ACC. This includes exterior painting of any kind.

3.3 In the event of a dispute between the ACC or Board and an Owner regarding the ACC or Board approval required by the governing documents, that approval will be assumed to be denied or disapproved until the dispute is resolved, and approval explicitly given by the ACC or Board. If the ACC requests additional information, it shall be deemed a denial of the proposal and a new 30-day period will run when the owner submits the requested information.

3.4 When considering any ACC or Board approval required by the Governing Documents, the ACC or Board may require that the Owner furnish evidence that all necessary permits from the City or other appropriate entities have been obtained.

4. ENFORCEMENT PROCEDURES

4.1 Authority. The Board is authorized and empowered to investigate, hear and determine all complaints concerning violations by any Owner, tenant or occupant of the governing documents or of any decision of 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 on any person whom it finds to have violated the governing documents.

4.2 Informal Dispute Resolution Preferred. It is the intent of the Association that an informal process be encouraged prior to the initiation of a formal complaint against an Owner, tenant or other occupant of a Lot. To that end, any Owner, tenant, occupant or employee or agent of the Association has the authority to request that an Owner, tenant or occupant of any Lot cease or correct any act or perform any omission which appears to be in violation of the governing documents or of any decision of the Board made as provided in the governing documents. The informal request should be made, either verbally or in writing, prior to initiation of the formal complaint process. However, nothing in this paragraph should be construed as a requirement or condition to making a complaint.

4.3 Complaint. If the dispute or violation is not resolved informally then a complaint may be filed by any 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 contain a 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 should identify the specific provisions of the governing documents or decision of the Board which the respondent is alleged to have violated. The complaint shall state as many of the specifics as are available regarding time, date, location, nature of violation, persons involved, etc. The complaint may also state the efforts which were made to resolve the matter informally. The NOTICE OF WARNING, INFRACTION AND/OR FINE form, attached hereto, may serve as the complaint.

4.4 Service of Complaint. Unless otherwise determined by the Board as provided herein, within ten (10) days of receipt of the complaint, the Association shall cause the NOTICE OF WARNING, INFRACTION AND/OR FINE form or similar notice to be served upon the respondent, at the respondent's address of record, if an Owner, and at the Lot address if a non-Owner occupant. Service shall be by leaving notice with the respondent personally, by leaving same with a person of suitable age and discretion at the respondent's residence or by first class mail. The Board reserves the right to reject/refuse to take action on any complaint that in its sole discretion it determines to be frivolous, intended for the purpose of harassment, is vague and/or lacking necessary details or is not in the best interest of the Association.

4.5 Notice of Respondent's Rights and Hearing. If an appeal hearing has been requested, the Association shall, at least fifteen (15) days prior to any such hearing date, serve upon the respondent and complainant a Notice of Rights and Hearing, which shall be in substantially the form attached hereto but may contain additional information as the Board may deem to be appropriate from time to time.

4.6 Default. Failure of one party to appear at a scheduled hearing, where that party at least 48 hours prior to the hearing 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, in its discretion, drop the matter.

4.7 Hearing Procedure

4.7.1 Conduct of Hearing. The hearing shall be heard by the Board of Directors. 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 Board member presiding over the hearing shall explain the rules and procedures by which the hearing is to be conducted.

4.7.2 Order of Proceedings. The order of proceedings 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.
- (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.

4.7.3 Rules of Evidence. Any relevant evidence which is not privileged is admissible regardless of whether the evidence is hearsay or otherwise inadmissible in a court of law.

4.8 Assurance of Voluntary Compliance. The Board in 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 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 that assurance.

4.9 Decision and Order.

4.9.1 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 state the particular violation(s) found.

4.9.2 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 governing documents and/or any decision of the Board. The order of the Board shall become effective ten (10) days after it is served on the respondent in the manner provided above, unless the Board otherwise provides in its order.

4.9.3 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 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. Any fine or charge so imposed by the Board shall be the personal obligation of the person against whom it is imposed, shall constitute a lien upon the Lot owned or occupied by that person, and may be collected in the manner provided in the CCRs in same manner as for assessments.

4.9.4 The decision of the Board shall be served on each party to the matter forthwith in the manner provided above.

4.10 Judicial Enforcement. Failure to comply with a decision of the Board following notice of a violation and an opportunity for a hearing, shall be grounds for an action by the Association 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 proceedings before the Board, or for injunctive relief, or both, maintainable by the Association. 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 attorney fees reasonably incurred in connection with the action, in addition to its expenses and taxable costs.

5. FINE SCHEDULE

The Board will enforce the following fine schedule for violations of the Association's governing documents, including but not limited to the CCRs, Bylaws, Rules and Regulations and any decision of the Board:

1st violation: A warning and/or up to **\$50.00 fine** will be issued, unless otherwise provided in a specific Rule.

2nd violation of the same provision. A fine of up to **\$100.00**, unless otherwise provided in a specific Rule.

3rd or more violation of the same provision. A fine of up to **\$200.00**, unless otherwise provided in a specific Rule/CCR provision.

Continuing Violations. Each and every day a violation continues shall be considered as a separate offense and will be subject to an additional fine of up to \$20 per day, beginning ten (10) days after the owner is notified of the fine until the violation is corrected.

Violation and ACC Processing Costs. In addition to fines, the owner is responsible for any pass-through costs charged by the Association's property management company.

All fines and processing costs are an assessment under RCW 64.38.010(1) and due within thirty (30) days of notification. A late fee will be assessed for late payment of fines.

NOTICE OF WARNING, INFRACTION AND/OR FINE

TO: _____, respondent

LOT/ADDRESS: _____

This is to notify the respondent that the Association has received a complaint against the respondent concerning violation of the Governing Documents of the Association as follows (state with specificity the nature of the violation and the pertinent rule, regulation, etc.):

Check one or more of the following, as applicable:

This is your Notice of Warning. You have _____ days to either correct the infraction and/or remove the violating condition. If you fail to do so, then the Association will proceed with formal enforcement.

The respondent has previously been sent a Notice of Warning concerning the above stated infraction but has failed to correct the situation.

The respondent is assessed a fine of \$ _____ under the authority of the most recent resolution of the Board for fines to be imposed in the case of infractions. The fine is is not a continuing fine. (A continuing fine is one that can be imposed in the above stated amount for each and every day, month or other specified time period that the infraction which is the subject of this Notice continues.)

Imposition of the above fine is suspended for _____ days (no less than five (5) days). If the infraction is corrected within that time, then the fine will be rescinded.

The Board has set this matter for a hearing. See accompanying Notice of Rights and Hearing Before Board. At the hearing, the Board will decide the validity of the infraction(s) and fine(s) to be imposed, if any.

Right to Appeal If this is other than a Notice of Warning, you have the right to appeal the action taken above to the Association's Board of Directors. In such case, imposition of any fine imposed will be suspended pending determination of the appeal by the Board. If you wish to appeal, you must deliver written notice of the same to the Association's Secretary or the Association's Manager within fifteen (15) days after service or delivery of this Notice to the respondent. The request for appeal will not be deemed to have been delivered until actual receipt by the Association's Secretary or the Association's Manager.

Signed: _____

Date: _____

Title: _____

NOTICE OF RIGHTS AND HEARING BEFORE BOARD

RESPONDENT: _____

COMPLAINANT: _____

Please be notified that a hearing will be conducted before the Summer Ridge Homeowners' Association Board of Directors at _____ o' clock ____ .m. on _____ day, _____, 20____ upon the charges made by complainant in the complaint attached to this Notice. In the event that you are not present at the hearing a decision may be made against you.

You have the right to be present at the hearing and to present any relevant witnesses or other evidence. You will be given full opportunity to cross-examine any witnesses presented by the other party.

If any of the parties can show good cause as to why they cannot attend the hearing on the above date, they must submit a written request to the Board at least forty-eight (48) hours prior to the scheduled hearing date.

Failure to appear or to obtain an order rescheduling the hearing will constitute a "default" as per the Association's enforcement procedures and the Board may proceed with the hearing.

The respondent may admit to the complaint in whole or in part. In that event, the Board may hold a hearing as to any mitigating circumstances or to determine the appropriate fine or may make a determination to waive the hearing and simply impose a fine, if any.

DATED: _____

Secretary or Association Manager