

BYLAWS

OF THE

SUMMER RIDGE HOMEOWNERS' ASSOCIATION

ARTICLE I  
NAME AND LOCATION

The name of the corporation is the SUMMER RIDGE HOMEOWNERS' ASSOCIATION, hereinafter referred to as the "Corporation." The principal office of the Corporation shall be located at 12443 Bellevue/Redmond Road, Suite H, Bellevue, Washington 98005, but meetings of members and directors may be held at such places within the State of Washington, County of King, as may be designated by the Board of Directors.

ARTICLE II  
DEFINITIONS

Section 1: "Corporation" shall mean and refer to SUMMER RIDGE HOMEOWNERS' ASSOCIATION, its successors and assigns.

Section 2: "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions Restrictions, and Easements of Summer Ridge Division Number 1, and such additional properties as may hereafter be brought within the jurisdiction of the Corporation.

Section 3: "Common Area" shall mean Common Areas and Improvements which include

- (a) all the real property (including any improvements thereon) owned by the Corporation for the common use and enjoyment of the Owners and
- (b) those landscaped areas or other community related improvements lying within the street right of way, utility tracts, or easements over building lots granted to the Corporation for such purposes; and which have been landscaped or have had improvements installed by the Declarant or the Corporation for the common beautification and enjoyment of the Properties.  
(Entry signs, mailbox stands, and landscaped entries, detention ponds, street islands, etc. are the type of areas and improvements included herewith).

Section 4: "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property with the exception of (1) the Common Area; and (2) tracts dedicated to utility districts and government entities.

Section 5: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any Lot and shall include any persons or entities purchasing a Lot pursuant to the terms of a recorded real estate contract, but said terms shall exclude those having an interest in any Lot merely as security for the performance of an obligation.

Section 6: "Declarant" shall mean Park West Corporation, a Washington

Corporation, and its successors and assigns. The term "successors and assigns" as used in this definition does not include purchasers from the Declarant (or from its successors and assigns) of Lots.

Section 7: "Declarations" shall mean and refer to any of the Declarations of Covenants, Conditions, Restrictions and Easements which may be applicable to the Properties recorded in the Office of the King County Recorder, Seattle, Washington.

Section 8: "member" shall mean and refer to those persons entitled to membership as provided in the Declarations.

Section 9: "Development Period" shall mean the period defined in paragraph 9 of the Declarations.

Section 10. "Initial Board" shall mean the Board of Directors serving during the Development period.

### ARTICLE III MEETING OF MEMBERS

Section 1: Annual Meetings. The first annual meeting of the members shall be held on the first Monday following the end of the Development Period, and each subsequent regular annual meeting of the members shall be held on the first Monday of the same month of each year thereafter, at the hour of 7:30 o'clock, P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first Monday following which is not a legal holiday.

Section 2: Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the membership.

Section 3: Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Corporation, or supplied by such member to the Corporation for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Written notice of any meeting called for the purpose of making a special assessment shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of such meeting.

Section 4: Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declarations or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5: Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon

conveyance by the member of his or her lot.

ARTICLE IV  
BOARD OF DIRECTORS/SELECTION/TERM OF OFFICE

Section 1: Number. Initially, the affairs of this Corporation shall be managed by a board of three (3) directors, referred to as the Initial Board. At the first annual meeting of members, following the end of the Development Period, the Board of Directors shall be fixed at nine (9) directors. The members of the Initial Board shall be appointed by the Incorporator or its assigns and shall serve until the termination of the Development Period. Prior to the transfer of the management and administration of the Corporation from the Initial Board to the first Board elected following the end of the Development Period, if any member of the Initial Board is no longer alive, or becomes incompetent or resigns or if the Incorporator desires to replace or remove any such member then the Incorporator shall have the right and power to do so and to appoint a successor who shall serve until the Initial Board transfers responsibility for management and administration of the Corporation to the first Board elected following the end of the Development Period. Except as specifically provided herein to the contrary, during such time as the Incorporator's appointees compose the Initial Board, such appointees shall have the right to exercise all powers and perform all functions of the Board as authorized and provided in the Declarations, the Articles of Incorporation, and Bylaws of the Corporation. The Initial Board shall serve without compensation.

Section 2: Term of Office. The Initial Board of Directors shall act until the first annual meeting which shall be held following the end of the Development Period as defined in the Declarations. At such meeting, the members shall elect three (3) directors for a term of one (1) year, three (3) directors for a term of two (2) years, and three (3) directors for a term of three (3) years. So long as the Board of Directors remains fixed at nine (9) directors, at each annual meeting subsequent to the first, the number of directors whose terms are expiring at the annual meeting shall be elected to hold office for three (3) years until the third succeeding annual meeting. In the event the Board of Directors is subsequently fixed by the members at less than nine (9) directors, the number of directors whose terms are expiring and which will be subject to election at the annual meeting shall be elected to hold office for one (1) year and until the next succeeding annual meeting.

Section 3: Removal. Any director except those serving on the Initial Board may be removed from the Board, with or without cause, by a majority vote of the members of the Corporation. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4: Compensation. No director shall receive compensation for any service he may render to the Corporation. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5: Action Taken Without a Meeting. The directors and members shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the members or directors as specified in RCW 24.03.465. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V  
NOMINATION AND ELECTION OF DIRECTORS

Section 1: Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Corporation. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2: Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declarations and the Articles of Incorporation. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI  
MEETINGS OF DIRECTORS

Section 1: Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2: Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Corporation, or by any two directors, after not less than three (3) days' notice to each director.

Section 3: Quorum. One-third (1/3) but not less than three (3) of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII  
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1: Powers. The Board of Directors shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights and right to use of the Common Area facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Corporation. Such rights may also be suspended after

notice and hearing, for a period not to exceed one hundred eighty (180) days for infraction of published rules and regulations;

- (c) exercise for the Corporation all powers, duties and authority vested in or delegated to this Corporation and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declarations.
- (d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;
- (e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties; and
- (f) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

Section 2: Duties. It shall be the duty of the Board of Directors

to:

- \* (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;
- \* (b) supervise all officers, agents and employees of this Corporation, and to see that their duties are properly performed;
- (c) as more fully provided in the Declarations, to:
  - (1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
  - (2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
- (d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) procure and maintain adequate liability and hazard insurance on property owned by the Corporation;
- (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and
- (g) cause the Common Area to be improved and maintained.

ARTICLE VIII  
OFFICERS AND THEIR DUTIES

Section 1: Enumeration of Offices. The officers of this Corporation shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2: Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3: Term: The officers of this Corporation shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 4: Special Appointments. The Board may elect such other officers as the affairs of the Corporation may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5: Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6: Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7: Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one or any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8: Duties. The duties of the officers are as follows:

President

- (a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

- (b) The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

### Secretary

- (c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Corporation and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Corporation together with their addresses, and shall perform such other duties as required by the Board.

### Treasurer

- (d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Corporation and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Corporation; keep proper books of account; cause unaudited statements of the Corporation books to be compiled by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

### ARTICLE IX COMMITTEES

The Board of Directors shall appoint a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

### ARTICLE X BOOKS AND RECORDS

The books, records and papers of the Corporation shall at all times, during reasonable business hours, be subject to inspection by any member. The Declarations, the Articles of Incorporation and the Bylaws of the Corporation shall be available for inspection by any member at the principal office of the Corporation, where copies may be purchased at reasonable cost.

### ARTICLE XI ASSESSMENTS

As more fully provided in the Declarations, each member is obligated to pay to the Corporation annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate set by the Board, and the Corporation may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorneys' fees of any such assessments. No Owner may waiver or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII  
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: SUMMER RIDGE HOMEOWNERS' ASSOCIATION--CORPORATE SEAL--STATE OF WASHINGTON--1984.

ARTICLE XIII  
AMENDMENTS

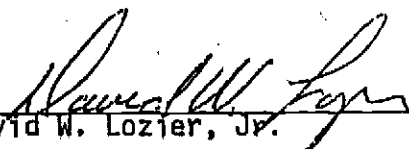
Section 1: These Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

Section 2: In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declarations and these Bylaws, the Declarations shall control.

ARTICLE XIV  
MISCELLANEOUS

The fiscal year of the Corporation shall begin on the first day of January and end on the 31st day of December every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of the SUMMER RIDGE HOMEOWNERS' ASSOCIATION, have hereunto set our hands this 22nd day of May, 1984.

  
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David W. Lozier, Jr.

  
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Richard E. Berkeithiser, Jr.

  
\_\_\_\_\_  
Michael D. Levy

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**AMENDMENT TO BYLAWS OF  
SUMMER RIDGE HOMEOWNERS ASSOCIATION**

*Table of Contents*

**ARTICLE I**

NAME OF CORPORATION 2

**ARTICLE II  
DEFINITIONS**

Section 11: "Governing Documents" 2

**ARTICLE IV  
BOARD OF DIRECTORS**

Section 1: Number, Qualifications, Election and Powers 2  
Section 2: Term of Office 3

**ARTICLE VI  
MEETINGS OF DIRECTORS**

Section 3: Annual Meeting 3  
Section 4: Quorum 3

**ARTICLE XV**

**RULES AND REGULATIONS**

15.1 Adoption of Rules and Regulations 3  
15.2 Amendment of Rules and Regulations 3  
15.3 Distribution of Rules and Regulations 3

**ARTICLE XVI**

**RULES ENFORCEMENT PROCEDURES 3**

16.1 Board of Directors to Serve as Hearing Board 3  
    16.1.1 Composition 3  
    16.1.2 Temporary Hearing Board 4  
    16.1.3 Temporary Absence of Members 4  
    16.1.4 Authority 4  
    16.1.5 Officers 4  
16.2 Pre-Hearing Procedure 4  
    16.2.1 Informal Dispute Resolution Procedure 4  
    16.2.2 Written Complaint 4  
    16.2.3 Service of Complaint and Notice 5  
    16.2.4 Notice of Respondent's Rights and Hearing 5  
    16.2.5 Rescheduled Hearing 5  
    16.2.6 Objections to Complaint 5  
    16.2.7 Amended Complaint 5  
    16.2.8 Default 5  
    16.2.9 Discovery 6  
    16.2.10 Impartiality 6  
16.3 Hearing Procedure 6  
    16.3.1 Conduct of Hearing 6

16.3.2	Order of Proceedings	6
16.3.3	Rules of Evidence	7
16.3.4	Assurance of Voluntary Compliance	7
16.3.5	Decision and Order	8
16.3.6	Judicial Enforcement	8

**ARTICLE XVII**

**Increases in Annual Assessments**

**APPENDIX A**

<b>NOTICE OF RESPONDENT'S RIGHTS AND HEARING</b>	<b>10</b>
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**AMENDMENT TO BYLAWS OF  
SUMMER RIDGE HOMEOWNERS' ASSOCIATION**

**WHEREAS**, a certain DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF SUMMER RIDGE DIVISION NUMBER was recorded on May 10, 1984, under Recording No. 8405100686, in the records of King County, State of Washington;

**WHEREAS**, the Declaration has previously been amended and/or additional real property has been made subject to the jurisdiction of the Summer Ridge Homeowners' Association by the following instruments recorded in the records of King County, State of Washington:

**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF SUMMER RIDGE DIVISION NUMBER 1** recorded on August 27, 1984, under Recording No. 8408271032, in the records of King County, State of Washington;

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF SUMMER RIDGE DIVISION NUMBER 2** recorded on May 13, 1985, under Recording No. 8505130080, in the records of King County, State of Washington;

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF SUMMER RIDGE DIVISION NUMBER 3** recorded on October 21, 1986, under Recording No. 8610210441, in the records of King County, State of Washington;

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF SUMMER RIDGE DIVISION NUMBER 4** recorded on October 7, 1987, under Recording No. 8710070715, in the records of King County, State of Washington;

**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF SUMMER RIDGE DIVISION NUMBER 4** recorded on September 28, 1988, under Recording No. 8809280187, in the records of King County, State of Washington;

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF SUMMER RIDGE DIVISION NUMBER 5** recorded on June 30, 1987 under Recording No. 8706301793, and re-recorded on August 3, 1987, under Recording No. 8708030222, in the records of King County, State of Washington;

**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF SUMMER RIDGE DIVISION NUMBER 5** recorded on December 3, 1987, under Recording No. 8712030165, in the records of King County, State of Washington;

**SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF SUMMER RIDGE DIVISION NUMBER 5** recorded on September 18, 1988, under Recording No. 8809280188, in the records of King County, State of Washington;

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF SUMMER RIDGE DIVISION NUMBER 6 recorded on September 14, 1989, under Recording No. 8909140654, and re-recorded on November 2, 1989, under Recording No. 8911020350, in the records of King County, State of Washington;

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF SUMMER RIDGE DIVISION NUMBER 7 recorded on December 14, 1989, under Recording No. 8912140171, in the records of King County, State of Washington;

WHEREAS, Bylaws for the governance of the Summer Ridge Homeowners' Association (the "Association") were duly adopted by the Declarant on the 22nd day of May, 1984; and

WHEREAS, pursuant to Article XIII of the Bylaws, at a meeting duly called and held on the 14th day of June, 1999, at which a quorum was present, after not less than fifteen (15) days prior notice to all of the Owners entitled to vote thereon duly given, not less than a majority of those Unit Owners who were present in person or by proxy, have voted to amend the Bylaws as hereinafter set forth;

NOW THEREFORE, the President and the Secretary of Summer Ridge Homeowners Association certify the Bylaws to have been amended in the following particulars:

**A. Article I of the Bylaws is hereby deleted in its entirety and the following new Article I is substituted in its place:**

ARTICLE I  
NAME OF CORPORATION

The name of the corporation is the SUMMER RIDGE HOMEOWNERS' ASSOCIATION, hereinafter referred to as the "Corporation" or the "Association."

**B. The following new Article II, Section 11 is added to the Declaration:**

Section 11: "Governing Documents" means the Declaration, the Articles of Incorporation, the Bylaws, the Architectural Control Guidelines, and the Rules and Regulations of the Association adopted pursuant to the Declaration and Bylaws, as these documents may be lawfully amended and/or adopted from time to time.

**C. Article IV, Section 1 of the Bylaws is hereby deleted and the following new Article IV, Section 1 is substituted in its place as follows:**

Section 1: Number, Qualifications, Election and Powers . The Association shall be administered and managed by a Board consisting of five (5) directors elected from among the Lot Owners. Positions to be filled on the Board shall be filled by those candidates for the Board of Directors who receive the greatest number of votes. Solely for the purpose of determining a person's qualification to serve on the Board, the term "Lot Owner" shall include a director, trustee, officer, agent or employee appointed by a corporate Lot Owner as its voting representative, or a partner, agent or employee appointed by a partnership Lot Owner as its voting representative. If a director ceases to meet the qualifications for being appointed as a director during his or her term, then that director shall

cease to be a director and his or her position on the Board shall be deemed vacant. Except as specifically reserved to the members or limited in the Governing Documents, the Board shall act in all instances on behalf of the Association. In addition to the powers and authority expressly conferred upon it by these Bylaws and the Declaration, the Board may exercise all powers of the Association and do all lawful acts and things not directed or required to be exercised or done by the members by statute or by the Governing Documents.

**D. Article IV, Section 2 of the Bylaws is hereby deleted and the following new Article IV, Section 2 is substituted in its place as follows:**

**Section 2: Term of Office.** The directors shall be elected for staggered two (2) year terms with the term of three (3) directors expiring in odd numbered years and the term of two (2) directors expiring in even numbered years. For the purpose of implementing the change in the number and term of the directors, in the year in which this Bylaw Amendment is adopted, no directors will be elected unless it is necessary to bring the total number to five (5) members, and the adoption of this Bylaw Amendment shall not have the effect of shortening the term of any incumbent director.

**E. Article VI, Section 3 of the Bylaws is hereby deleted and the following new Article VI, Sections 3 and 4 are substituted in its place as follows:**

**Section 3: Annual Meeting.** The annual meeting of the Board shall be held without notice immediately after the adjournment of the annual meeting of members.

**Section 4: Quorum.** A majority of the members of the Board shall constitute a quorum. The Board shall act by majority vote of those present at its meetings where a quorum exists.

**F. The following new Articles XV and XVI are added to the Bylaws:**

15      ARTICLE RULES AND REGULATIONSARTICLE  
16      RULES AND REGULATIONS

15.1      **Adoption of Rules and Regulations.** The Board, or the Association membership by the affirmative vote of a Majority of Lot Owners, at a duly called regular or special Board or membership meeting, may from time to time adopt reasonable Rules and Regulations necessary or desirable to insure compliance with or supplement the covenants, conditions and restrictions of the Declaration, or to regulate the use, occupancy and maintenance of the Lots, and Common Areas for the common good of the Lot Owners. A Rule may be proposed for adoption by the Owners: (a) by the Board; (b) by written request signed by thirty percent (30%) of the Owners; or (c) by inclusion by the requisite number of Owners in the request for a special Owners' meeting. If the Rule is being proposed for adoption at an Owners' meeting, the text of the proposed Rule shall be included in the notice of the meeting. When adopted, the Rules and Regulations shall be binding upon all Lot Owners and Occupants of the Development.

**APPENDIX A TO BYLAWSNOTICE OF RESPONDENT'S RIGHTS AND HEARING  
BEFORE SUMMER RIDGE HOMEOWNERS ASSOCIATION  
HEARING BOARD**

RESPONDENT: \_\_\_\_\_

COMPLAINANT: \_\_\_\_\_

CASE NUMBER: \_\_\_\_\_

The above-named parties are hereby notified that a hearing will be conducted before the Hearing Board at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ at the hour \_\_\_\_\_ of \_\_\_\_\_m. 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 rendered against you. You have the right to be present at the hearing and to be represented by counsel at your own expense. You are entitled to present any relevant witnesses or other evidence and will be given full opportunity to cross-examine any witnesses presented by the other party. You are entitled to determine the identity of witnesses to be presented by the other party and to examine relevant records by applying to the Hearing Board.

If any of the parties can show good cause as to why they cannot attend the hearing on the above date, they shall petition the Hearing 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 Section \_\_\_\_\_ of the Bylaws Article on Rules Enforcement Procedures, a copy of which is enclosed with this Notice, and the Hearing Board shall proceed with the hearing.

The respondent has the right to object to the complaint on the ground that it does not state acts or omissions upon which the Hearing Board may proceed and has the right to object to the form of the complaint on the ground that it is so indefinite or uncertain that the respondent cannot identify the violating behavior or prepare a defense.

Any objection to the form or substance of the complaint must be received by the Hearing Board within ten (10) days of the date on which the complaint is served on the respondent.

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

DATED this \_\_\_\_\_day of \_\_\_\_\_, 19\_\_\_\_ .\_\_\_\_

\_\_\_\_\_  
Secretary of the Hearing Board

15.2 Amendment of Rules and Regulations . The Board or Lot Owners may from time to time amend any Rules and Regulations in the same manner as is provided for adoption; provided, however, that the Board shall not have the power: (1) to amend any Rule or Regulation adopted by the membership in a manner inconsistent with the action of the membership; or (2) to adopt any Rule or Regulation which has been defeated by the vote of a Majority of Lot Owners; or (3) to adopt any Rule or Regulation which is inconsistent with a Rule or Regulation adopted by a Majority of Lot Owners.

15.3 Distribution of Rules and Regulations . The Rules and Regulations shall be stated in writing and shall be made available to each Lot Owner, Tenant, Occupant, Lender or other party having a legitimate interest in the Rules and Regulations, upon request to the Secretary of the Association.

## 16 RULES ENFORCEMENT PROCEDURES

16.1 Board of Directors to Serve as Hearing Board .

16.1.1 Composition . The Hearing Board shall be comprised of the members of the Board of Directors of the Association. In addition, two (2) alternates shall be selected from among the members of the Association by the Board each year to serve on the Hearing Board in the event of the temporary absence or disqualification of a member of the Hearing Board.

16.1.2 Temporary Hearing Board . By a majority vote of the entire Board, the Board may decide to have a complaint pursuant to this Article heard by a Temporary Hearing Board. The Temporary Hearing Board may be composed of three homeowners designated by the Board. The Temporary Hearing Board may be comprised of no more than one member of the Board of Directors, and one or both of the alternate members of the Hearing Board. In the alternative, in the discretion of the Board, the Temporary Hearing Board may be comprised of an outside arbitrator designated in accordance with the real estate arbitration rules of the American Arbitration Association. For all purposes, the powers and the duties of a Temporary Hearing Board shall be identical to those of the Hearing Board in connection with any matter referred to it by the Board.

16.1.3 Temporary Absence of Members . If any member is or expects to be temporarily unable to carry out the responsibilities of his or her office for a period of thirty (30) days or longer, that member shall notify the Chairman who may request an alternate to serve in his or her stead during the period of the absence. The Chairman shall also appoint an alternate to participate in the proceedings of the Hearing Board in the stead of a member when a member disqualifies himself or herself on a particular matter. To the extent practicable, the Chairman shall vary between the alternates in assigning them to participation in the place of a member.

16.1.4 Authority . The Hearing Board is authorized and empowered to investigate, hear and determine all complaints concerning violations by any Lot Owner or occupant, or by the Association, of the Governing Documents or of any decision of the Board made as provided in the Governing Documents. The Hearing Board is further authorized and empowered to impose a fine as provided in Subparagraph of the Bylaws in an amount not to exceed the maximum rate established by resolution of the Board on any person whom it finds to have violated the Governing Documents.

16.1.5 Officers . The President of the Association shall serve as Chairman of the Hearing Board and the Secretary of the Association shall serve as Secretary of the Hearing Board. In the event that either the President or Secretary is replaced by an alternate as provided in Paragraph , or a Temporary Hearing Board is designated as provided in Paragraph , the members of the Hearing Board shall elect a Chairman Pro Tem and/or Secretary Pro Tem as the case may be.

16.2 Pre-Hearing Procedure .

16.2.1 Informal Dispute Resolution Procedure . It is the intent that an informal process be followed prior to the initiation of a formal hearing process against an Owner or other occupant of a Lot. To that end, any member, employee or agent of the Association has the authority to request that a member 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 must be made, either verbally or in writing, prior to initiation of the formal hearing process.

16.2.2 Written Complaint . If the dispute or violation is not resolved informally as provided for under Paragraph , the formal hearing process may be initiated by filing a written complaint with the Secretary of the Hearing Board. The complaint may be filed by any Lot Owner or occupant, including a member of the Board, or may be filed by an employee or agent of the Association (referred to in the Bylaws as the "complainant"). The complaint shall be signed by the complainant and shall contain a written statement of the charges setting forth in ordinary language the acts or omissions with which the alleged violator (referred to in the Bylaws as the "respondent") is charged. In order to allow the respondent to prepare a defense, the complaint shall identify the specific provisions of the Governing Documents or decision of the Board which 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 violation, persons involved, etc., so that the complaint may be investigated by the Hearing Board. The complaint shall also set forth the efforts which were made to resolve the matter informally as provided in Paragraph . Upon receipt of the written complaint, the Secretary shall assign a number to the complaint and shall note on the first page of the complaint that number and the time and date of receipt.

16.2.3 Service of Complaint and Notice . Within five (5) days of receipt of the complaint, the Secretary shall cause it, together with a notice in the form specified in Paragraph and a copy of the Bylaws provisions pertaining to Rules Enforcement Procedures, to be served upon the respondent, at the respondent's Registered Address if an Owner, or at the Lot address if a non-Owner occupant. Service of the complaint and notice 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 by first class mail. In the event that service is by personal service, the Secretary or other person accomplishing same shall file an affidavit with the Secretary stating the person served and the time and place at which service was had. In the event that service is by mail, the Secretary shall prepare an affidavit stating that the time and place at which the complaint and notice was deposited in the United States mail with first class postage prepaid and further stating the person and place to which same was addressed. Service by mail shall be deemed to have been made three (3) days after mailing. No order adversely affecting the rights of the respondent shall be made in any case unless the respondent shall have been served as provided for in the Bylaws. Service upon the Association shall be made by service upon the Secretary or President of the Association.



16.2.4 Notice of Respondent's Rights and Hearing . The Secretary shall, at least fifteen (15) days prior to the hearing, serve upon the respondent and complainant in the manner provided for in Paragraph a Notice of Respondent's Rights and Hearing, which shall be in substantially the form contained in Appendix A but may contain additional information.

16.2.5 Rescheduled Hearing . If the complainant or respondent can show good cause why they cannot attend the hearing, they must notify the Secretary of the Hearing Board at least 48 hours prior to the originally scheduled hearing except in cases of unexpected emergency. The Hearing Board may in its discretion reschedule the hearing for good cause shown.

16.2.6 Objections to Complaint . Any objection to the complaint on the grounds that the Hearing Board has no jurisdiction over the acts or omissions alleged in the complaint or that the complaint is so indefinite or uncertain that the respondent cannot identify the violating behavior or prepare his defense must be presented to the Hearing Board in writing within fourteen (14) days of the date on which the complaint is served on the respondent. The respondent shall also serve a copy of the objections on the complainant within that time period. If the Hearing Board determines, either as a result of an objection or on its own initiative, that the complaint is insufficient, the complaint will be returned to the complainant with a letter stating the reason for the rejection.

16.2.7 Amended Complaint . Not later than seven (7) days prior to the date set for the hearing, the complainant may file an amended or supplemental complaint with the Secretary, who shall cause a copy of the amended or supplemental complaint to be served upon the respondent in the manner required in Section not later than 72 hours prior to the time set for hearing.

16.2.8 Default . Failure of one party to appear at a scheduled hearing, where that party prior to the hearing has failed to show good cause why the hearing should be rescheduled, does not preclude the Hearing Board from proceeding with the hearing, receiving evidence from and hearing arguments by the other party, and rendering a decision in the matter. Upon failure of the complainant to appear, the Hearing Board may, in its discretion, terminate the matter.

16.2.9 Discovery . Either party is entitled to:

- (a) Obtain by written request the names and addresses of the witnesses to the extent known to the other party within 72 hours of the request to the other party, and
- (b) Inspect and make a copy of any statements, writings or investigative reports relative to the subject matter of the hearing. No witnesses will be allowed to testify except those who have been disclosed to both parties where a request has been made as provided in Subparagraph unless the opposing party waives objection to the witness during the hearing.

Nothing in this Paragraph shall authorize the inspection or copying of any writings or other thing which is privileged from disclosure by law or protected as attorney's work product. Any party claiming his request of discovery has not been complied with shall submit a written statement of the facts and circumstances to the Hearing Board. The Hearing Board shall make a determination and issue a written order setting forth the materials or parts of the materials to which the petitioner is

entitled and the sanctions to be imposed on non-compliance with the order.

16.2.10 Impartiality . It shall be the duty of each member of the Hearing Board to make a determination as to whether he or she is able to function in a disinterested and objective manner in consideration of the matter before the Hearing Board. Any member incapable of objective and impartial consideration of the case shall disclose that to the Hearing Board and shall disqualify and remove himself or herself from participation in the consideration of the proceedings, and have it so recorded in the minutes of the Hearing Board. In that event the Chairman shall designate an alternate to serve in the withdrawing member's stead as provided in .

Either party may challenge any member of the Hearing Board for cause where a fair and impartial hearing cannot be afforded; provided that the challenge must be made before the issuance of any order or the taking of any evidence or testimony in the proceeding. In the event of a challenge, the Board shall meet to determine its sufficiency. If a majority of the Board sustains the challenge, the Board shall appoint an alternate to serve in connection with the matter. If the Board is unable to appoint a designated alternate to fill the vacancy, the Board shall appoint another member of the Association to serve on the Hearing Board in the particular case in which the challenge arose. All decisions of the Board shall be final.

16.3 Hearing Procedure .

16.3.1 Conduct of Hearing . The hearing shall be heard by the members and/or alternates of the Hearing Board. The respondent shall appear in person or by a duly authorized representative if the respondent submits to the Secretary the written authority of the representative to appear on his or her behalf. The Chairman, or in his absence the Chairman Pro Tem, 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 Chairman shall explain the rules and procedures by which the hearing is to be conducted.

16.3.2 Order of Proceedings . The order of proceedings shall be as follows:

- (a) Each party to the proceeding is entitled to make an opening statement setting forth their version of the case, starting with the complainant.
- (b) Each party, starting with the complainant, is entitled to produce evidence, witnesses and testimony, subject to Paragraph , above. The other parties are entitled to cross-examine any witnesses and the opposing party.
- (c) Each party, starting with the respondent, is entitled to make a closing statement. The respondent is entitled to make a final statement in rebuttal following the complainant's closing statement.
- (d) Any member of the Hearing Board may question any party or witness. The Hearing Board members may, on their own motion, call witnesses or secure tangible evidence. A party may within a reasonable time prior to the hearing date request the Hearing Board to call witnesses or secure tangible evidence. The request shall be granted in the discretion of the Hearing Board.

- (e) At the request of the respondent the Hearing Board may decide, in its discretion, to conduct the hearing in executive session.
- (f) Each party has the right to representation by counsel at his or her own expense.
- (g) Either party or the Hearing Board may cause the hearing to be transcribed at his, her or their own expense.
- (h) The Hearing Board may expel any person from any hearing for improper, disorderly or contemptuous conduct.

**16.3.3**            Rules of Evidence . The following rules of evidence shall apply to proceeding before the Hearing Board:

- (a) Any relevant evidence which is not privileged is admissible regardless of whether the evidence is hearsay or otherwise inadmissible in a court of law. The Chairman may exclude irrelevant, immaterial or unduly repetitious evidence.
- (b) At the request of any party to the proceeding or at the direction of the Chairman, oral evidence shall be taken on an oath or affirmation administered by a Notary Public or other official authorized by the State of Washington to administer oaths.

**16.3.4**            Assurance of Voluntary Compliance . The Hearing Board in its discretion, in lieu of or in addition to calling the hearing, may accept an Assurance of Voluntary Compliance from any respondent. Giving an Assurance does not constitute an admission that a violation of any provision of the Governing Documents or of any decision of the Board pursuant to the Governing Documents 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 Hearing 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.

**16.3.5**            Decision and Order .

- (a) As soon as possible after all testimony and documentary or physical evidence has been presented to the Hearing Board, but in no case more than ten (10) days after the close of the hearing, the Hearing Board shall meet in executive session to deliberate and reach a decision. A majority of the Hearing Board shall be controlling. The decision of the Hearing Board shall be in writing, and shall summarize the evidence presented to and considered by the Hearing Board, shall state the facts upon which the Hearing Board has based its decision and shall contain a finding as to whether or not the respondent has violated the Governing Documents or a decision of the Board made as provided in the Governing Documents. The decision of the Hearing Board must be based on substantial evidence which shall be set forth in the decision.

- (b) Upon a decision that a violation has occurred, the Hearing 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 Hearing Board shall become effective ten (10) days after it is served on the respondent in the manner provided for in Paragraph of the Bylaws unless the Hearing Board otherwise provides in its order.
- (c) The Hearing 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 Hearing Board, including the payment of the fine, within the allotted time. The Hearing 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 charge so imposed by the Hearing 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 Article 6 of the Declaration.
- (d) The decision of the Hearing Board, including a minority opinion if any, shall be served on each party to the matter forthwith in the manner provided for in Paragraph of the Bylaws. A copy of the decision and order shall be sent to the Secretary of the Association and shall be included in the books of the Association.

16.3.6 Judicial Enforcement . The Board shall have the right to bring suit, in law or in equity, for damages, for the collection of any fine imposed under the Governing Documents, or to enjoin or abate any continuing violation of an order of the Hearing Board.

***G. This Amendment to the Bylaws shall take effect upon adoption. The terms of this amendment to the Bylaws shall control over and implicitly amend any inconsistent provision of the Bylaws of the Association. Except as amended by this instrument, the Bylaws shall remain in full force and effect.***

17

Annual Assessment

17.1.1 Increase in Annual Assessment The Board of Directors will not increase the annual assessment by 25% or greater without the approval of the General Membership at the a regular or special meeting by a vote of a majority of a quorum of members present in person or by proxy.

Exhibit 1: MSG Form

Certificate for Individual Acknowledgement

State of Washington )

County of King )

SS

On this 2nd day of June, 1999, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Cynthia Rogalski to me known

Name of Person

or proven on the basis of satisfactory evidence to be the individual who executed the within and foregoing document, and acknowledged the said instrument to be her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate above written.



Karin Hugus  
Notary Public in and for the  
State of Washington, residing at  
Issaquah, WASH

My appointment expires:

8/17/2001

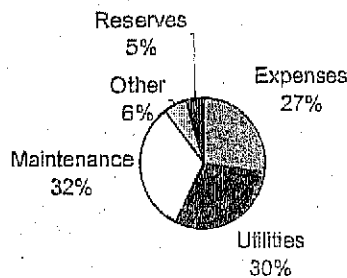
Photocopy as Needed

Summer Ridge  
2007 Budget  
#136575

Summer Ridge  
BUDGET 2007

	2006 Budget	2007 Budget
<b>Revenues</b>		
HOA Dues	64080	64080
Interest Income	0	
Late Fees	0	
Other Income	0	
<b>Total Revenues</b>	<b>64080</b>	<b>64080</b>
<b>Expenses</b>		
Management Fees	21120	21876
Office Supplies/Expenses	700	1450
Audit	900	950
Legal	500	1000
Newsletter	650	270
<b>Total Gen. &amp; Admin. Expenses</b>	<b>23870</b>	<b>25546</b>
<b>Utilities</b>		
Electricity	450	500
Water /Sewer	1700	2500
Garbage	500	620
<b>Total Utilities</b>	<b>2650</b>	<b>3620</b>
<b>Maintenance</b>		
Misc. Building Maint. & Repair	6780	6000
Landscape Contract	17220	17200
Other Landscaping	2500	2500
Landscape (tree removal)	2000	1000
Lights	100	100
<b>Total Maintenance</b>	<b>28600</b>	<b>26800</b>
<b>Other Expenses</b>		
Insurance	4300	5720
Web Site	255	255
Functions	375	375
<b>Total Other</b>	<b>4930</b>	<b>6350</b>
<b>Total Operating Expenses</b>	<b>60050</b>	<b>62316</b>
<b>Reserve Expenses</b>		
Maintenance (Park, Play Toy, Fences, )	4030	4000
<b>Total Reserve</b>	<b>4030</b>	<b>4000</b>
<b>Total Operating &amp; Reserve</b>	<b>64080</b>	<b>66316</b>
<b>Net Profit &amp; Loss</b>	<b>0</b>	<b>-2236</b>

On November 13, 2006 the Board met to discuss the budgetary issues for 2007  
The Board has elected not to increase the dues for 2007, and as the year progresses,  
they will look for opportunities to manage the projected cost over runs



Summer Ridge

Rules & Regulations

# 136575



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

Effective June 14, 1999

PREAMBLE

The following are the Rules and Regulations for Summer Ridge Divisions 1, 2, 3, 4, 5, The Park, 6, & 7 adopted as of (Date), by the Board of Directors (The Board) of the Summer Ridge Homeowners Association (HOA) pursuant to the authority granted to the Board in Section 3 of the Declarations of Covenants, Conditions, and Restrictions (Declarations or CC&Rs) of Summer Ridge Division 1, dated May 10, 1984, Division 2, dated May 13, 1985, Division 3, dated October 21, 1986, Division 4, dated October 7, 1987, Division 5, dated June 30, 1987, Division Park, dated February 28, 1989, Division 6, dated September 14, 1989, Division 7, dated December 14, 1989, and Article XV of the Bylaws of the Association, dated June 14, 1999.

We are living in close association with our fellow residents and common courtesy dictates that our actions not infringe on the rights of other residents. These Rules are designed to ensure that each of us achieves the maximum enjoyment of our homes. Each member of the community, whether owner, tenant, or guest, must abide by the standards of the community and comply strictly with the Declaration, Bylaws, and these Rules 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/building while they are within the boundaries of Summer Ridge.

The Board has classified the Rules violations into three levels with corresponding monetary fines for each level. In the attached publication of the Rules and Regulations, violations are preceded with a "1", "2", or "3" to indicate the level of violation.

**After following the due process outlined in Article XVI of the Bylaws, if the Board determines that the Homeowner or Tenant is not in compliance with the Rules and Regulations, the following fee schedule will be enforced.**

Level 1 (minor):	
First offense	\$10
Second offense	\$25
Subsequent offense	\$50
Level 2 (medium):	
First offense	\$25
Second offense	\$50
Subsequent offense	\$100
Level 3 (serious):	
First offense	\$50
Second offense	\$100
Subsequent offense	\$200

With respect to continuing violations, each day on which a violation continues shall be considered a separate violation and may be grounds for the filing of injunctive relief or damages. Ref. Bylaws Article XVI Section 16.3.6.

Fines will be payable to the Summer Ridge Homeowners Association within 10 days of notification. A late fee of \$25 per month will be assessed against the lot owner for late fine payments. Unpaid annual assessments, etc., shall accrue interest at 20% per annum.

As used in the Rules, "Governing Documents" means the Declarations, the Articles, the Bylaws, and the Rules of the Association adopted as provided in the Declarations and Bylaws, as these documents may be lawfully amended and/or adopted from time to time.

As used in these Rules, "renting" or "leasing" a lot/building means the granting of a right to use or occupy a lot/building for a specified term or indefinite term (with rent reserved on a periodic basis), in exchange for the payment of rent (that is, money, property, or other goods or services of value); but does not mean and include joint ownership of a lot/building by means of joint tenancy, tenancy-in-common, or other forms of co-ownership.

As used in these Rules, "tenant" means and includes a tenant, lessee, renter, or other non-owner occupant of a lot/building that is not occupied by its owner.

As used in these Rules, "Common Area" and "Common Maintenance Area" means those portions of the Property described in Section 2 of the Declarations. "Development" means that certain real property, also sometimes referred to as the "Property" or

"Properties", commonly known and referred to as the Summer Ridge Divisions 1, 2, 3, 4, 5, The Park, 6, & 7 subdivisions and legally described in the Declarations.  
Page 3

As used in the Rules, the "Architectural Control Committee" or "ACC" means the duly appointed or elected committee of the Board of Directors as outlined in Section 4 of the Declarations.

### **ARTICLE 1 – COMPLAINT PROCEDURE AND ENFORCEMENT**

1.1 The Board of Directors has the authority to enforce the rules. Please notify the HOA or a board member if there is a problem or complaint. (Complaint forms are available upon request.)

1.2 Owners are responsible for the conduct of all members of their family or household and for the conduct of their tenants and guests and each owner and tenant is jointly and individually responsible for any damage done to common property or property of other owners by all members of their family or household, their tenants, and their guests. Both the owner and the non-owner violator may be penalized for violations of the rules. Owners renting or leasing their lot/building must provide their tenants with a copy of all Rules.

1.3 Enforcement of the provisions of the Declarations, Bylaws, and Rules and Regulations shall be done in accordance with Article XVI of the Bylaws.

### **ARTICLE 2 – PROPERTY RIGHTS**

3 2.1 Nothing shall be done or kept in any Common Area which will increase the rate of insurance on the Common Area or other lots or improvement without prior written consent of the Board. Nothing shall be done or kept in any Common Area which will result in the cancellation of insurance on any part of the Common Area, or which would be in violation of any laws.

2 2.2 Nothing shall be altered or constructed in or removed from any Common Area or Common Maintenance Area except upon the prior written consent of the Architectural Control Committee (ACC) and Board.

2 2.3 No trash, plant, or grass clippings, or other debris of any kind shall be dumped, deposited or placed on any Common Area or Common Maintenance Area.

2 2.4 No Structure shall be erected or placed on any lot nor shall the exterior of any structure be altered until the construction plans and specifications have been approved by the ACC according to the provisions outlined in Section 4 of the Declarations.

- 2        2.5    Any dwelling or structure erected or placed on any lot shall be completed as to external appearance, including finishing staining/painting, within three months after the date of commencement of construction. Variances may be granted by the ACC upon showing of good cause.
- 2        2.6    No permanent structure 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.
- 2        2.7    Fences, walls, or shrubs are permitted to delineate the lot lines of each lot, subject to the approval of the ACC, but may be removed as necessary to allow use of utility and other easements.
- 2        2.8    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.
- 3        2.9    No structure of a temporary nature, trailer, basement, tent, shack, garage barn, or any outbuilding, shall be used on any lot at any time as a residence, whether temporarily or permanently.
- 2        2.10   Wiring to accessory buildings of any type shall be underground.
- 1        2.11   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 six square 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 feet square 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.
- 2        2.12   No animals, except dogs, cats, caged birds, fish in tanks, and other small household pets will be permitted on any lot.
- 2        2.13   Leashed animals or animals trained to respond to voice control are permitted with road rights-of-way. At no time will animals be permitted on road rights-of-way or other parts of the development unattended. Owners must clean up immediately after their pet if it relieves itself on a Common Area or other lot in the development.
- 2        2.14   No animal or pet shall be allowed to become a nuisance to other owners.
- 2        2.15   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.

- 3        2.16    Boats, trailers, recreational vehicles, 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 CC&Rs and approved by the ACC.
- 2        2.17    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.
- 3        2.18    No lot shall be used for anything other than residential purposes except that home occupations may be allowed as permitted by the HOA and applicable ordinances, codes, laws, or regulations. The HOA requires that such occupations be "invisible" to the neighborhood; specifically, no advertising, no noticeable increase in noise, no noticeable increase in vehicular and/or pedestrian traffic, etc.
- 3        2.19    No dwelling shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed three stories in height, inclusive of basement.
- 3        2.20    No single structure shall be altered to provide residence for more than one family.
- 2        2.21    Major construction or remodeling activities 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.

### **ARTICLE 3 – MAINTENANCE OF EXTERIOR AND GROUNDS**

- 3        3.1    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 Architectural Standards.
- 2        3.2    All trees and plants shall be maintained and cultivated **such that the lot is not detrimental to the appearance of the neighborhood as a whole.**
- 2        3.3    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. Containers should be placed out of sight by 9 AM on the day following pickup.

- 2        3.4    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        3.5    No storage of goods, vehicles, boats, trailers, trucks (in excess of three-quarter ton), camper, 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, shall be excepted from this rule for the time period approved.
- 2        3.6    Any damage to the Common Area or Common Maintenance Area or the improvements thereof, 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.

#### ARTICLE 4 – ARCHITECTURAL CONTROL

- 3        4.1    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        4.2    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 as to harmony of external design and location relative to surrounding structures and topography. This includes exterior painting of any kind.

**CERTIFICATE OF ADOPTION**

The undersigned president and secretary of the Summer Ridge Homeowners Association certify that the foregoing Rules were duly adopted by the Board of Directors in accordance with the procedures provided in Article III of the Bylaws at a Special Meeting of the Members duly held on the 14<sup>th</sup> day of June, 1999, and shall be effective from that date.

DATED this 14<sup>th</sup> of June, 1999.

SUMMER RIDGE HOMEOWNERS ASSOCIATION

By Cynthia K Regalski  
President

ATTEST: The above was properly adopted.

By Ronald L Cozger  
Secretary



*Attachment*

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
SUMMER RIDGE HOMEOWNERS ASSOCIATION  
REGARDING A COLLECTION POLICY  
FOR DELINQUENT ACCOUNTS**

WHEREAS the Board of Directors of the Association is charged with the responsibility of collecting assessments for common expenses from homeowners pursuant to Article III, Section B of the Articles of Incorporation of the Association; and

WHEREAS from time to time homeowners become delinquent in their payments of these assessments and fail to respond to the demands from the Board to bring their accounts 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 their experience in representing condominium and homeowners associations in collections and other matters; and

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

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

BE IT FURTHER RESOLVED that the Manager or Board, acting on behalf of the Association, shall pay the Association's attorneys their usual and customary charges for time incurred in connection with their representation of the Association, together with all costs incurred by the firm, including but not limited to fees and charges for filing, service of process, messenger service, photocopies, postage, long distance calls, investigator's services, credit reports, and title reports, promptly upon receipt of the monthly invoice; and

BE IT FURTHER RESOLVED that pursuant to Section 6.H of the Declaration and Article XI of the Bylaws there is hereby levied against any assessment account which is not paid in full as of the fifteenth (15th) day of the month interest at the rate of two percent (2%) per annum or Three and 0/100ths Dollars (\$3.00) which the Manager is authorized and directed to charge to and collect from any delinquent homeowner or interest; and

BE IT FURTHER RESOLVED that the Manager or Board is directed to send to any homeowner who is more than fifteen (15) days delinquent in the payment of regular or special assessments, or other charges authorized by the Association's Governing Documents (hereinafter referred to as "Assessments"), a statement (hereinafter referred to as the "First Notice") of the interest and a request for immediate payment; and

BE IT FURTHER RESOLVED that the Manager or Board is directed to send to any homeowner who is more than forty-five (45) days delinquent in the payment of Assessments, a written notice (hereinafter referred to as the "Second Notice"), that if the account is not paid in full within ten (10) days it will be turned over to the Association's attorneys for collection and the homeowner will be liable for payment of the minimum charge imposed by the Association's attorneys to cover fees and costs charged to the Association; and



BE IT FURTHER RESOLVED that the Manager or Board is directed to refer any account which remains delinquent for ten (10) days after the Second Notice to the Association's attorneys for collection; and

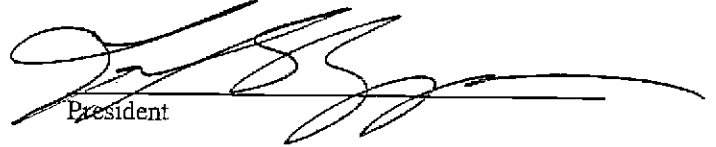
BE IT FURTHER RESOLVED that the Manager or Board is directed to consult with the Association's attorneys and turn over for collection immediately any account where the owner files or is the subject of a petition for relief in bankruptcy or a lender has commenced any action for foreclosure of its lien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

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

1. All contacts with a delinquent homeowner shall be handled through the Association's attorneys. Neither the Treasurer nor any Association officer or director or Manager shall discuss the collection of the account directly with a homeowner after it has been turned over to the Association's attorneys unless one of the Association's attorneys 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 attorneys until the account has been brought current.
3. All payments received on delinquent accounts will be applied first to attorneys fees and costs, then to late charges and interest, then to any special assessments, then to regular monthly assessments, and finally to any other amounts due if any, in that order.
4. The Association's attorneys' minimum legal fee shall be assessed against each delinquent lot and its owner (including repeat offenders) when the account is turned over to the Association's attorneys for collection. That amount shall be credited against the fees and costs actually incurred in the collection of the homeowner's account. All legal fees and costs incurred in the collection of a delinquent account shall be assessed against the delinquent lot and owner and shall be collectable as an Assessment as provided in Section 6.A of the Declaration.
5. To the extent that the Association's attorneys, in their discretion, consider it to be appropriate in the circumstances, they are authorized to enter into an installment payment plan, secured by a Stipulation for Judgment; provided, however, that any payment plan which provides for a down payment of less than the greater of one third (1/3) of the delinquent balance or twice the current monthly assessment, or monthly payments of less than twice the current assessment amount, or a duration in excess of six (6) months shall require the approval of the Manager.
6. Where, at the expiration of the period specified in the Association's attorneys' demand letter, an account remains delinquent and without a payment plan embodied in a signed Stipulation for Judgment or in the event of a default under the terms of either agreement, the Association's attorneys are authorized to take such further action as they, in consultation with the Board or Manager, believe to be in the best interest of the Association, including but not limited to:
  - a. Filing suit against the delinquent homeowner for money due pursuant to Sections 6.A and 6.H of the Declaration; or
  - b. Filing a proof of claim in bankruptcy; or
  - c. Instituting a judicial action of foreclosure of the Association's lien, pursuant to Section 6.H of the Declaration; and

BE IT FURTHER RESOLVED that a copy of this resolution shall be sent to all homeowners at their last known addresses.

This resolution was adopted by the Board of Directors on July 10, 2006, and shall be effective on August 1, 2006.

  
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President

ATTEST:

Sharon Jessumel  
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Treasurer