

Bonney Lake Manor Homeowner's Association
Addendum to the Rules and Regulations
Effective March 1, 2019

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1. Introduction to Rules and Regulations

Effective March 1, 2019

I. Introduction

Consistent with Article VI Use Restrictions and Rules, Section 1 General of the **Declaration of Protective Covenants for Bonney Lake Manor** and Chapter 64.38.020 (11) of the Revised Code of Washington, the Bonney Lake Manor Homeowner's Association (Bonney Lake Manor) does hereby establish the following Rules and Regulations to become effective on March 1, 2019.

II. Purpose

The purpose of these Rules and Regulations (Rules) is to provide specificity to the CC&R's and to establish a fine schedule for violations of these Rules.

III. Fine Schedule

Specific fine schedules for the infraction of any Rule shall be contained within that specific Rule(s).

IV. Attorney's Fees and Collection Costs

Consistent with Article XII General Provisions, Section 1 Enforcement of the **Declaration of Protective Covenants for Bonney Lake Manor**, Bonney Lake Manor shall be entitled to recover attorney fees and costs from the homeowner for actions taken to collect such imposed fines.

V. Lien ability

Consistent with Article IV Assessments, Section 5 Lien for Assessments, and Article XII General Provisions, Section 1 Enforcement, of the **Declaration of Protective Covenants for Bonney Lake Manor**, Bonney Lake Manor shall be entitled to file and foreclose a lien against the homeowner's property for unpaid costs associated with any fines or the collection thereof established within these Rules.

VI. Rule Enforcement

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

VII. Amendments

These Rules may be amended from time to time through a majority vote of the Bonney Lake Manor Board of Directors and with sixty (60) days' notice to the membership.

VIII. Appealing fines

The opportunity to appeal the Board's decision regarding the imposition of fines under these Rules is available as detailed in Article III C., Section 21 Fining Procedure of the **Bylaws of Bonney Lake Manor**.

2. Exterior Maintenance

Effective March 1, 2019

I. Introduction Article V Section 2 and Article VI Section 11

Article V Section 2. Owner's Responsibilities, and Article VI Section 11. Unightly or Unkempt Conditions, of Bonney Lake Manor's **Declaration of Protective Covenants** establishes the requirements of each individual lot owner to maintain the exterior appearance of the owner's lot.

II. Owner's Responsibility

Notice will be sent by the Bonney Lake Manor (**Board**) to any homeowner who is not maintaining their lot in the manner consistent with **Article V Section 2. Owner's Responsibilities**, and **Article VI Section 11. Unightly or Unkempt Conditions**, of Bonney Lake Manor's **Declaration of Protective Covenants**. Owner's responsibility defined therein requires;

"Except as provided in Section 1, Article V Association's Responsibility of the Declaration of Protective Covenants for Bonney Lake Manor, all maintenance of the lot and all structures, parking areas, landscaping, and other improvements thereon shall be the sole responsibility of the owner thereof, who shall maintain such lot in a manner consistent with the Community-Wide Standard and this Declaration"

III. Community-Wide Standards

The Following constitute the Community-Wide Standards referenced in the CC&R's;

- A. Yards shall be routinely mowed to maintain a neat and clean appearance. Yards shall be primarily grass (turf) with minimal weeds.
- B. Trees, hedges, shrubs and flowerbeds shall be neatly maintained and cultivated. Bed areas must be relatively weed-free and topped with dirt, decorative rock or beauty bark. Areas up against houses, garages and sheds shall be kept weed free.
- C. All sidewalks, street-lines, concrete slabs, driveways, walkways, bed edges, fence lines and all **immediate visual areas** shall be routinely edged to maintain a neat and clean appearance.
- D. Yard waste including leaves, grass clippings, branches, etc. shall not be stored and piled in yards or placed in the street. Composting is to be maintained in a self-contained manner and located in an unobtrusive area on the property.
- E. No garbage of any kind including but not limited to buckets, brooms and unused pots shall be stored in yards (front or back), up against buildings, in driveways or on porches.

- F. No indoor furniture including but not limited to couches, sofas, love seats, end tables and coffee tables are permitted to remain outside on any porch.
- G. Unused or excess building and landscaping materials including but not limited to bark, gravel, dirt, topsoil, wood and lumber may not be kept or stored in the front yard, driveway, or on the street.
- H. All approved projects (house painting, fence building etc.) must be completed in a timely manner that has been agreed upon by both the homeowner and the Board.
- I. All structures including but not limited to houses, garages and sheds shall be maintained to present a neat and clean appearance. Unacceptable maintenance includes but is not limited to; broken windows, plants growing in gutters, weeds growing up the sides of houses, excess moss growing on roof tops and/or siding.
- J. All painted areas on houses, garages and sheds must be maintained and neat in appearance. All structures on the property must be matching in paint color in accordance with the plans submitted to the Bonney Lake Manor Architectural Review Committee.

This list does not represent all possible scenarios of the Community Wide Standards and Homeowners must maintain the Lot in a manner consistent with the CC&R's and the examples addressed within this Rule. Following identification by the Board of a violation, the homeowner will be mailed a Notice of Violation. The homeowner must respond to the Notice of Violation within fourteen (14) days from the date of its mailing. The homeowner may respond by curing the violation or by providing a written response indicating how the homeowner intends to cure the violation within a reasonable time frame.

If no such response is received by Bonney Lake Manor (**the Board**) within fourteen (14) days, fines may begin to accrue as detailed in the Fine Schedule section herein.

IV. Fine Schedule

Failing to respond to the Notice of Violation within fourteen (14) days shall result in fines being imposed at the daily rate of **(ten dollars) \$10** commencing on the fifteenth (15) day following Notice and concluding upon the homeowner's cure of the violation.

3. Vehicles and Parking

I. Introduction

Article VI, Sections 5 Vehicles & 6 Parking of the Bonney Lake Manor Declaration of Protective Covenants establish the guidelines regarding the appropriate parking of all vehicles within Bonney Lake Manor.

II. Vehicles and Parking

No vehicles including but not limited to cars, motorcycles, motor homes, campers, trailers, boats and golf carts may be left upon any portion of the Community, except in a garage or other parking areas designated by the Board, for a period longer than five (5) days if it is unlicensed or it is in a condition such that it is incapable of being operated upon the public highways. After such five (5) day period, such vehicle shall be considered a nuisance and may be removed from the community.

No motorized vehicles shall be permitted on pathways or unpaved Common Property except for public safety vehicles authorized by the Board.

Vehicles shall be parked only in appropriate parking spaces or designated areas. All parking shall be subject to such rules and regulations as the Board may adopt.

In general, the parking areas designated by the Board are graveled, paved or a concrete area adjacent to the garage. This area must be kept free of weeds and grass. No parking is permitted on the front or back yards.

Any exceptions to these parking guidelines must be approved by the Board. Requests must be made in writing and a written response will be given.

III. Infractions

Failure to adhere to the Rules regarding Vehicles and Parking is an infraction of these Rules and may result in the homeowner incurring fines consistent with the Fine Schedule contained herein.

IV. Fine Schedule

Fines for each infraction shall be imposed at the following rates:

- a)** First day of offense – Written Warning* followed by a seven (7) day “Grace Period” to cure the violation.
- b)** Beginning on the first day following the “Grace Period”, through the last day the vehicle remains in violation – Ten dollars (\$10) per day.
- c)** All subsequent offences by homeowner – Ten dollars (\$10) per day **without** a “Grace Period”, effective upon written notification.

*Written warning will be left on Offending vehicle and a notice will be mailed to the Homeowner. Fines may commence without further notice.

Consistent with **Article VI, Section 5 Vehicles** of Bonney Lake Manor's **Declaration of Protective Covenants**, in addition to the imposition of homeowner fines, vehicles that remain in violation of these Rules for more than five (5) days are subject to be towed away at the expense of the homeowner.

4. Fining Procedure

Article III C., Section 21 Fining Procedure of the Bylaws of Bonney Lake Manor Homeowners Association establish the fining procedure and state; **The Board shall not impose a fine (a late charge shall not constitute a fine) unless and until the following procedure is followed.**

- I. **Notice.** Written notice shall be served upon the violator specifying:
 - (i) The nature of the violation and the fine imposed;
 - (ii) That the violator may, within ten (10) days from the date of the notice, request a hearing regarding the fine imposed;
 - (iii) The name, address and telephone numbers of a person to contact to challenge the fine;
 - (iv) That any statements, evidence, and witnesses may be produced by the violator at the hearing; and
 - (v) That all rights to have the fine reconsidered are waived if a hearing is not requested within ten (10) days of the date of notice.

- II. **Hearing.** If a hearing is requested, it shall be held before the Board in executive session, and the violator shall be given a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing.

The hearing will take place at a time and place to be determined by the Board, but not later than ten (10) calendar days following the request for a hearing. The appealing homeowner will have a reasonable opportunity to explain why he/she should not be fined. At the conclusion of the hearing, the Board may close the hearing and discuss the merits of the explanation.

If the Board finds in favor of the appealing homeowner, the homeowner will incur no fines. If the Board determines that the explanation was inadequate to justify waiver of the fines, the fines will be assessed to the homeowner and where applicable, continue to accrue.

III. Fine Collection.

All homeowner's fines will be billed by Bonney Lake Manor at the end of each month. If the fines remain unpaid 45 days past the billing date, all available collection methods will be used, up to and including a lien against the violating homeowner's property. Interest and legal fees incurred while pursuing collection of the same may also be charged to the violating homeowner.