

Rules and Regulations

Madera Estates Homeowners' Association

Effective January 1, 2026.

Contents

Preamble	2
Rule 1. Definitions.	2
Rule 2. Responsibility.	2
Rule 3. Exterior Conditions.	3
Rule 3.1. Maintenance Generally	3
Rule 3.2. Landscaping.	3
Rule 3.3. Alternative Landscaping.	4
Rule 3.4. Signs.	4
Rule 3.5. Holiday and Celebratory Decorations.	5
Rule 3.6. Fences and Walls.	5
Rule 3.7. Screening.	5
Rule 3.8. Structures.	5
Rule 3.9. Building Materials.	6
Rule 3.10. Construction Standards.	6
Rule 3.11. Antennas and Satellite Dishes.	6
Rule 4. Nuisance.	7
Rule 4.1 Generally.	7
Rule 4.2. Garbage.	7
Rule 4.3. Noise.	7
Rule 4.4. Commercial Activity.	8
Rule 4.5. Animals.	8
Rule 5. Lease and Rental.	8
Rule 6. Vehicles.	9
Rule 6.1. Vehicle Parking and Storage.	9
Rule 6.2. Vehicle Repair.	9
Rule 6.3. Unlicensed Vehicles.	9
Rule 7. Common Areas.	9
Rule 8. Exterior Work.	9
Rule 8.1 Approval Required.	9
Rule 8.2. Request Process.	10
Rule 8.3. Appeals.	10
Rule 8.4. Exceptions.	10
Rule 9. Variance.	10
Rule 10. Enforcement.	11
Rule 10.1. Generally.	11
Rule 10.2. Fines.	11
Rule 10.3. Legal Action.	12
Rule 10.4. Self-Help.	12
Rule 10.5. Costs.	12
Rule 11. Appeals.	12

Rule 11.1. Right to Appeal.	12
Rule 11.2. Hearing Procedure.	13
Rule 11.3. Arbitration.	14
Rule 12. Assessments.	14
Rule 13. Fair Housing.	14

Preamble

- (1) Pursuant to the Declaration, these Rules are adopted by the Board. These Rules replace all previously adopted Rules, and supplement the other Governing Documents. If any provision in these Rules conflicts with those in other Governing Documents, such provision does not apply to the extent of the conflict.
- (2) We are living in close association with our fellow Residents and common courtesy dictates that our actions not infringe on the rights or quiet enjoyment of other Residents. These Rules are designed to ensure that each of us achieves the maximum enjoyment of our homes.

Rule 1. Definitions.

The following definitions apply throughout these Rules, unless the context clearly requires otherwise.

- (1) "ACC" means the Architectural Control Committee.
- (2) "Association" means the Madera Estates Homeowners' Association.
- (3) "Board" means the Board of Directors of the Association.
- (4) "Common Area" means any areas of the Community conveyed to the Association, including Tract A (storm drainage lot); Tracts B, E, and F (tree lots); and Tract C (playground).
- (5) "Community" means the entire Madera Estates development, including all Lots, Common Areas, and Rights-of-Way.
- (6) "Front Yard" means the portion of a Lot extending from the front property line back to a line measured parallel with the front property line which would coincide with the front wall of the House, excluding any garage projections. For corner lots, "Front Yard" includes the frontage on both streets.
- (7) "Governing Documents" means the Articles of Incorporation, the Declaration, the Bylaws, and these Rules, as amended.
- (8) "House" means the main dwelling occupying a Lot.
- (9) "Lot" means any of the 155 numbered lots within the Community, as shown on the Plat Map.
- (10) "Owner" means the recorded owner of a Lot, whether one or more persons or entities, but excluding those having such interest merely as security. A real estate contract purchaser is considered the Owner.
- (11) "Person" means a natural person, a corporation, a partnership, a trustee, or other legal entity.
- (12) "Public View" means visibility from any portion of a Right-of-Way, such as a public street or sidewalk.
- (13) "Resident" includes any Person present in the Community by invitation or license of an Owner.
- (14) "Right-of-Way" means areas of the Community conveyed to the county for road use, including all streets, sidewalks, and planting areas between streets and sidewalks.

Rule 2. Responsibility.

- (1) Each member of the Community, including tenants and guests, must abide by the standards of the Community and comply strictly with the Governing Documents.
- (2) The Owner of a Lot is jointly and severally responsible for the actions, conduct, and compliance with the Governing Documents of all Persons, animals, and vehicles associated with that Lot. This includes

all Residents, tenants, guests, invitees, and contractors; and any animal which is kept or allowed to remain. Where these Rules prescribe a duty or prohibition in relation to a Lot, the duty or prohibition is that of the Lot's Owner.

- (3) To the extent allowed by law, the Association may take enforcement action against Persons other than Owners.

Rule 3. Exterior Conditions.

Rule 3.1. Maintenance Generally.

- (1) Every Lot, including all Houses and other structures, must be maintained in a clean and attractive condition, in good repair, and in such fashion as not to create a fire hazard.
- (2)(a) Thurston County is responsible for maintaining the streets within the Community, which constitute part of the public right-of-way system.
 - (b) The sidewalks and planting strips in the Community are part of the public right-of-way system. However, the Declaration and Thurston County Code 13.56.310 requires that the adjoining property owner undertake maintenance of these areas. The sidewalk and planting strip adjacent to each Lot are considered part of that Lot for purposes of these Rules, and must be maintained by the Owner of that Lot in a condition which reflects a high pride of ownership. For purposes of this subsection, "planting strip" means the area located between the public street and the sidewalk. The Association is responsible for maintaining these areas only to the extent provided in subsection (4) of this Rule.
- (3) The Owner of each Lot shall immediately repair any damage to utilities adjacent to the Lot in the event of damage to the utilities for which the Owner is responsible.
- (4)(a) As provided in the Declaration, the Association is responsible for maintaining:
 - (i) The community park (Tract C), and the sidewalks and planting strips immediately adjoining that park;
 - (ii) The stormwater retention pond and its access corridor (Tract A), located in the southeast corner of the Community;
 - (iii) The three tree lots located in the southwest, northwest, and northeast corners of the Community (Tract B, E, and F);
 - (iv) The entry monument located on the eastern portion of 32nd Way NE, and the sidewalks and planting strips immediately adjoining that entry monument (easement recorded as 3453564); and
 - (v) Any cluster mailboxes, street lights, or other property owned by the Association.
- (b) In addition, the Association may voluntarily provide landscape maintenance in certain Right-of-Way areas of the Community which are highly visible or where the landscaping provided by Thurston County is insufficiently maintained. The areas maintained or the scope of this maintenance may be altered by the Association at any time.

Rule 3.2. Landscaping.

- (1) The landscaping of each Lot must be kept in a neatly maintained and cultivated condition, free of brush, vines, weeds, and debris. Grass must be cut and mowed at sufficient intervals to prevent creation of a nuisance or fire hazard.
- (2) Watering of vegetation and lawns may, in the discretion of the Owner, be reduced or eliminated for water conservation purposes. However, dead vegetation must be promptly removed.
- (3) Except as provided in Rule 3.3, at least 75 percent of every Front Yard, less driveway and walk, must be maintained as lawn area. The ACC may approve a variance for this subsection as provided in Rule 9.

Rule 3.3. Alternative Landscaping.

- (1) This Rule 3.3 implements RCW 64.38.057, ensuring that Owners are permitted to install and maintain certain alternative landscaping, while allowing the Association to reasonably regulate placement and aesthetics. For purposes of this Rule 3.3, “Alternative Landscaping” means drought resistant landscaping, pollinator habitats, and wildfire ignition resistant landscaping, as those terms are defined in RCW 64.38.057. This Rule 3.3 applies only to areas of a Lot in Public View, such as Front Yards.
- (2)(a) The installation and maintenance of alternative landscaping is permitted, subject to approval using the Exterior Work Request process. Approved alternative landscaping is an exception to Rule 3.2(3) (requiring a minimum lawn area). This Rule 3.3 provides placement and aesthetic standards for alternative landscaping. In evaluating alternative landscaping plans, the ACC shall consider only the placement, materials, and aesthetic standards provided in this Rule 3.3.
 - (b) A proposed completion date must be included when submitting an alternative landscaping plan for review. The ACC shall consider the proposed completion date, the scope of the project, and the season in which the work is beginning, and provide a required completion date for any approved plan.
- (3)(a) Alternative landscapes must include a balance of the following design elements:
 - (i) Living vegetation, including small trees, shrubs, ferns, ground-cover, and wildflowers;
 - (ii) Non-living materials, such as rock, stone, pavers, and bark; and
 - (iii) Functional features, such as pollinator habitats, fire buffers, garden beds, and pathways.
- (b) The finished design must be cohesive in appearance, incorporating borders, pathways, or clustering of design elements to create a neat and intentional appearance. Bare dirt must be used sparingly and only as part of an intentional design.
- (4) The following elements may not be components of alternative landscaping, and are not permitted unless otherwise approved by the Association:
 - (a) Bright or artificially colored non-living materials;
 - (b) Invasive or noxious vegetation;
 - (c) Artificial turf;
 - (d) Beehives. However, mason bee houses are permitted, if placed further than 10 feet from the nearest portion of the sidewalk; and
 - (e) Structures, including gazebos, sculptures, statues, fencing, and raised garden beds.
- (5)(a) Alternative landscaping must be kept in a neatly maintained and cultivated condition, consistent with generally applicable landscape maintenance standards.
- (b) Rock and bark must be replenished as necessary to maintain coverage, and must be kept clear of weeds. Appropriate edging must be installed to minimize the spread of rock and bark to neighboring Lots and the Right-of-Way.

Rule 3.4. Signs.

- (1) Signs, including flags, may not be erected or maintained on any Lot, except as provided in this Rule 3.4.
- (2) Lots may display a reasonable number of signs or flags that are each reasonably sized, well-maintained, and not of a commercial or advertising nature, and that collectively are generally harmonious to the residential character and aesthetics of the neighborhood.
- (3) Each Lot may temporarily display one “For Sale” or “For Rent” sign placed by the Owner or by a licensed real estate agent. Excepting the post or pole, the sign may not exceed 24 inches in height and 36 inches in width.
- (4) Political signs may be temporarily placed on a Lot. Each sign must not exceed 3 feet in any dimension.

(5) The flag of the United States may be displayed on a Lot, in a manner consistent with the federal flag code. The flag may be displayed from a window or on a flag pole or staff of reasonable size.

Rule 3.5. Holiday and Celebratory Decorations.

Holiday or celebratory decorations, including outdoor holiday lights, may not be displayed for more than 60 consecutive days. Residents should consider their neighbors when decorating for any occasion. Holiday or celebratory decorations may not include any audio that can be heard beyond the limits of the Lot.

Rule 3.6. Fences and Walls.

- (1) Fences, walls, and shrubs may be constructed on side and rear property lines, subject to approval through the Exterior Work Request process.
- (2) The height of any fence, wall, or shrub may not exceed:
 - (a) 3.5 feet in the Front Yard; and
 - (b) 6 feet in other areas.
- (3) No fence, wall, hedge or shrub may obstruct the corner intersection line of sight within a triangular area formed by a street, property lines and a line connecting them at points 25 feet from the intersection of the street.
- (4) All fences must:
 - (a) Be constructed of cedar, unless the ACC approves a variance under Rule 9;
 - (b) Not be constructed of barbed wire, chain link, corrugated fiberglass, or similar material; and
 - (c) Be constructed no closer to the street than half the distance from the front of the House to the street, and in no case closer to the road than 6 feet from the front of the garage.
- (5) The maintenance and replacement of boundary fences separating two Lots is the joint and several responsibility of the Owners of both Lots.

Rule 3.7. Screening.

- (1) The following must be screened from Public View and the view of other Lots:
 - (a) Clothes lines, garbage cans, equipment, coolers, wood piles, or storage piles; and
 - (b) Any storage or fuel tanks.
- (2) The construction of any new wall, fence, or structure to provide screening must be approved using the Exterior Work Request process.

Rule 3.8. Structures.

- (1) Only single family residences and structures normally accessory to single family residences may be built on any Lot. Each Lot may contain only one detached single family dwelling, which must be approved using the Exterior Work Request process.
- (2) Carports are not permitted on any Lot.
- (3) Structures that were not built with a residential building permit, including tents, sheds, trailers, vehicles, and outbuildings, must not be used as living quarters. The ACC may approve a variance for this subsection as provided in Rule 9.

Rule 3.9. Building Materials.

- (1) All Houses must be built and maintained with new materials, with the exception of decorative items such as used brick, weathered planking, and similar items. The ACC will determine if a used material is a decorative item. In making this determination the ACC will consider whether the material harmonizes with the aesthetic character of the other residences within the subdivision and whether the material would add to the attractive development of the Community.
- (2) The exterior of all structures of any Lot must be designed, built, and maintained in such a manner as to blend in with the natural surroundings and existing structures and landscaping in the Community. Exterior trim, fences, doors, railings, decks, eaves, gutters, and the exterior finish of garages and other accessory buildings must be designed, built, and maintained to be compatible with the exterior of the structure they adjoin.
- (3) Exterior painting, including color selection, must be approved using the Exterior Work Request process, with the exception of minor maintenance and repair work. Generally, colors must be muted earth tones, grays, beiges, and similar shades.

Rule 3.10. Construction Standards.

- (1) **Drainage.** No Person may take any action which would interfere with surface water drainage on a Lot.
- (2) **Tanks.** Elevated tanks may not be erected or placed on any Lot.
- (3) **Roofs.** All Houses must be roofed with composition roof materials with at least a 20 year life or such other materials as may be approved by the ACC.
- (4) **Underground Utilities.** Except for facilities or equipment provided by a utility, all electrical service, telephone lines, and other outdoor utility lines shall be placed underground.
- (5) **Siding Material.** All siding material other than masonry or stucco shall be of wood or composite siding painted or stained with colors approved by the ACC. All metal fireplace chimneys shall be either wood or stone wrap.
- (6) **Dwellings.** All dwellings must be of a “stick-built” variety. Mobile and manufactured homes and modular homes are not permitted.
- (7) **Garages.** A two car or a three car garage is permitted and must be incorporated in the House. No detached garages are permitted, unless the ACC approves a variance under Rule 9. All garages must have doors.
- (8) **Driveways.** All driveways, including any vehicle access to the rear yard of any Lot, must be of a hard surface construction of either concrete or washed aggregate. Lots may have driveway parking for up to three cars.
- (9) **Codes.** All construction must comply with applicable law, including applicable building codes and setbacks.

Rule 3.11. Antennas and Satellite Dishes.

- (1) Except as provided in subsection (2) of this Rule 3.11, antennas, transmitting towers, and satellite dishes may not be installed in Public View or within the view of other Lots.
- (2)(a) For purposes of this Rule 3.11, “Qualified Antenna” means an antenna or antenna mast described in 47 C.F.R. Sec. 1.4000(a)(1).
 - (b) Federal law, 47 C.F.R. Sec. 1.4000, limits the regulations that the Association may impose on the installation, maintenance, and use of Qualified Antennas. Accordingly, the Exterior Work necessary to install, maintain, or use a Qualified Antenna is not subject to prior approval by the Association.

- (c) The following rules apply to the placement and appearance of a Qualified Antenna that is in Public View or within the view of other Lots. If compliance with any rule in this subsection (2)(c) would cause unreasonable delay or cost or preclude reception or transmission of an acceptable quality signal, such rule may be deviated from to the extent necessary to prevent the delay, cost, or signal impairment.
- (d) It is the preference of the Association that Qualified Antennas be installed, in order of importance: (A) On the back of a House or in the back yard; (B) without the use of posts or other free standing support structures; and (C) reasonably screened from view by approved landscaping or painted to blend into surrounding colors.
- (ii) If deviation from the Association's installation preferences is necessary in order to obtain reception or transmission of an acceptable quality signal, or if compliance would cause unreasonable delay or cost, the preferences may be deviated from in order of least importance to most importance. If deviation is required, the Association must be provided with a written statement from the Qualified Antenna vendor or installer supporting the need for deviation.

Rule 4. Nuisance.

Rule 4.1 Generally.

- (1) No noxious or undesirable thing, activity, or use is permitted in any portion of the Community. If the Board determines that a thing, activity, or use is noxious or undesirable, that determination is conclusive, but may be appealed as provided in Rule 11.
- (2) No unsightly conditions may exist on any Lot. Unsightly conditions include, but are not limited to:
 - (a) Visible laundry hanging for drying;
 - (b) Accumulation of litter, trash, junk, or other debris;
 - (c) Presence of inappropriate, broken, or damaged furniture, plants, non-decorative gear, equipment, cans, bottles, ladders, trash barrels, and other such items; and
 - (d) The placement of a projection (such as an awning, air conditioner, or heat pump) on the exterior walls of any House without prior approval under the Exterior Work Request process.

Rule 4.2. Garbage.

- (1) Garbage, refuse, rubbish, cuttings, and debris of any kind must not be deposited on or left upon any Lot or other portion of the Community unless placed in an attractive container, or a container provided by the waste hauling company, and protected from pests, if applicable. Such containers must be screened from Public View, except on the day of trash collection and the day prior. All containers and equipment for the storage or disposal of garbage must be kept in a clean and sanitary condition.
- (2) Yard raking, dirt, and other materials resulting from landscaping work must not be dumped on a Right-of-Way, a Common Area, or other Lots.
- (3) Littering is prohibited.

Rule 4.3. Noise.

- (1) Quiet hours are in effect in the Community from 10 PM to 7 AM. During quiet hours, reasonable care must be exercised to prevent creating noise that is audible within other Houses.
- (2) At all times in the Community:
 - (a) Illegal fireworks may not be discharged;
 - (b) Firearms may not be discharged;
 - (c) The use of motorcycles for purposes other than transportation to and from the Community is prohibited; and

- (d) Residents shall be considerate of other Residents and limit noise to reasonable levels.

Rule 4.4. Commercial Activity.

- (1) Lots may be used only for residential purposes.
- (2) Commercial Activity must not be conducted or carried out in the Community, unless the following conditions are met:
 - (a) The building associated with the Commercial Activity serves as the primary residence for that building's Owner or tenant;
 - (b) No vehicle associated with the Commercial Activity use is parked outside of an enclosed garage for more than 3 days in any 30-day period;
 - (c) The existence or operation of the Commercial Activity is not apparent or detectable by sight, sound, or smell, from outside the Lot;
 - (d) The Commercial Activity does not involve regular visitation of the Lot by clients, customers, suppliers, or other business invitees or door-to-door solicitation of Residents; and
 - (e) All goods, equipment, materials, and supplies used in connection with the Commercial Activity are kept inside a structure on the Lot and are not in Public View; and
 - (f) The Commercial Activity is otherwise conducted in accordance with applicable law.
- (3) For purposes of this Rule 4.4, "Commercial Activity" means a trade, craft, business, or manufacturing enterprise, or business or commercial activity of any kind. Commercial Activity does not include the maintenance, repair, or renovation of a Lot, including work performed by a contractor or employee of a Resident. However, such work may be subject to other provisions of these Rules.
- (4) This Rule 4.4 does not apply to the use of a Lot as:
 - (a) A licensed family home child care operated by a family day care provider or as a licensed child day care center, as defined in RCW 43.216.010; or
 - (b) An adult family home licensed under chapter 70.128 RCW.

Rule 4.5. Animals.

- (1) Except for household pets, no animals may be kept on any Lot. No animal may be kept for Commercial Activity, as defined in Rule 4.4, or in numbers or under conditions reasonably objectionable for a residential community.
- (2) Dogs must be kept on a hand held leash or in a carrier while the dog is outside of the boundaries of the Lot on which it is kept. Dogs that are within the boundary of a Lot must be confined by a fence or other barrier, or controlled and supervised by a responsible individual.
- (3) Any excrement deposited by the pet in a Common Area, a Right-of-Way, or another Lot must be removed before the individual supervising the pet leaves the immediate area where the excrement was deposited.
- (4) Animal feces deposited on a Lot must be removed regularly to prevent accumulation, and in no circumstances less than weekly.
- (5) Pets must be kept so as to minimize excessive noise. Dogs must not bark continuously or repeatedly.

Rule 5. Lease and Rental.

Lots, and portions of Lots, may not be leased or rented for transient or hotel purposes. A lease or rental is presumed to be for a transient or hotel purpose if the term of lease or rental is less than 28 consecutive days.

Rule 6. Vehicles.

Rule 6.1. Vehicle Parking and Storage.

- (1) Vehicles may be parked only on designated and approved driveways and parking areas. These areas must be hard-surfaced.
- (2) Only the cars of guests and visitors may be parked on streets within the Community, and only on a temporary basis. All other vehicles must be parked in garages or on driveways located entirely on a Lot.
- (3) Vehicles must not obstruct:
 - (a) Any portion of a sidewalk;
 - (b) Wheelchair access to and from a sidewalk via any curb cut; or
 - (c) Any area marked by signs or pavement marking as necessary buffer space for the use of loading ramps for individuals with disabilities.
- (4) House trailers, unattached campers, recreational vehicles, mobile homes, boats, and trailers must not be kept in the Community for more than 48 hours unless fully screened from Public View. The installation of such screening must be approved using the Exterior Work Request process. The Board may approve a variance for this subsection as provided in Rule 9.
- (5) Tractor-trailers may not be parked or stored in the Community.

Rule 6.2. Vehicle Repair.

- (1) Auto repair and maintenance must be conducted entirely within garages, except for occasional casual repairs and maintenance such as car washing, tune-ups, and oil changes.
- (2) Vehicles which are in an extreme state of disrepair may not be parked in the Community for longer than 48 hours, unless parked wholly within a garage.

Rule 6.3. Unlicensed Vehicles.

Unlicensed motor vehicles, including dirt bikes, motor scooters, and ATVs, may not be operated in the Community.

Rule 7. Common Areas.

If a Common Area or other property maintained by the Association is damaged by an Owner, or a Person for whom the Owner is responsible, the Association may assess reasonable repair expenses against the Owner to restore the Common Area or other property.

Rule 8. Exterior Work.

Rule 8.1 Approval Required.

- (1) Approval by the Association is required prior to beginning any Exterior Work using the process described in this Rule 8.
- (2) For purposes of these Rules, "Exterior Work" means:
 - (a) Construction activity of any type including clearing and grading;
 - (b) Cutting or transplanting of significant vegetation; or the installation of raised planter boxes in Public View;
 - (c) Erection, placement, or alteration of any building, structure, or other improvement, including tents, shacks, garages, barns, and temporary or movable buildings;
 - (d) Erection or alteration of any fence, hedge, or wall;

- (e) Any significant exterior change to any building including, but not limited to, exterior color changes, additions, or alterations;
- (f) The making of excavation or fill or removal of significant dirt; and
- (g) Any change of drainage, either through natural drainage areas or through drainage easements.

Rule 8.2. Request Process.

- (1) Requests for approval of Exterior Work must be made in a written notice to the Association. The Association will promptly provide the request to the ACC, which has primary responsibility for reviewing Exterior Work requests.
- (2)(a) Requests should contain sufficient accompanying detail to allow the ACC to review the request. In order to expedite review, requests should include any applicable building plans, specifications, plot plans, and landscape plans showing the nature, kind, shape, height, materials, exterior color, and locations of the work.
- (b) The ACC may request additional information on a request. If this information is not timely provided, the ACC may deny the request and invite the requester to resubmit the request with the additional information. The ACC may request to consult with the requester informally.
- (3) The ACC shall evaluate all requests by considering harmony of exterior design and the work's location in relation to and effect upon surrounding structures and topography.
- (4) The ACC may, with respect to each request or portion thereof, approve or deny in full or approve with conditions.
- (5) Within 30 days of the Association receiving notice of the request, the ACC must take final action on the request and provide a notice to the requester describing the action taken. Failure to comply with this deadline constitutes approval of the request in full.
- (6) The ACC will not charge fees for review of requests unless, in an exceptional case, it is necessary for the ACC to retain or consult an outside Person to assist in the evaluation of the request. In such case, the ACC shall advise the requester of the range of fees that may be incurred and obtain approval from the requester before proceeding.

Rule 8.3. Appeals.

Any aggrieved party may appeal an action of the ACC using the procedures and subject to the deadlines in Rule 11.

Rule 8.4. Exceptions.

State and federal law provides certain exceptions from the normal requirements of the Governing Documents. In evaluating the following requests, the ACC shall comply with the applicable state or federal law:

- (1) A request to install solar energy panels is subject to RCW 64.38.055.
- (2) A request to install drought resistant landscaping, pollinator habitats, or wildfire ignition resistant landscaping is subject to RCW 64.38.057 and Rule 3.3.
- (3) A request to install an electric vehicle charging station is subject to RCW 64.38.062.
- (4) A request to install a heat pump is subject to RCW 64.38.180.
- (5) Installation of a Qualified Antenna is exempt from this Rule 8 entirely, as provided in Rule 3.11.

Rule 9. Variance.

- (1) Where the Governing Documents provide that the Board or the ACC has discretion to vary a provision of the Governing Documents, a request to exercise such discretion may be submitted by any Person in a written notice to the Association.

- (2) In granting or denying requests for variances, the Board or the ACC shall consider the reasonableness of the request, the potential impacts of the request on the Community, and the previous treatment of similarly situated parties.
- (3) Approval or denial of a variance may be appealed by any aggrieved party using the procedures in Rule 11.

Rule 10. Enforcement.

Rule 10.1. Generally.

- (1) The Board may, but is not required to, take any action available to it under law to enforce the provisions of the Governing Documents. This includes:
 - (a) The imposition of fines as provided in Rule 10.2;
 - (b) An action at law seeking specific performance, injunctive relief, or damages; and
 - (c) Self-help as provided in Rule 10.4.
- (2) Community members should notify the management company or the Board of a possible violation of the Governing Documents. To the extent allowed by law, the identity of the reporter will be kept confidential.
- (3) The Board may delegate to a management company the concurrent authority to enforce the provisions of the Governing Documents. However:
 - (a) Before contacting a Resident, the management company shall provide all members of the Board with information about the alleged violation and at least 5 days to review the information;
 - (b) Action on an alleged violation shall be reserved to the Board on request of the President or two or more members of the Board; and
 - (c) The Board reserves the right to vacate any fine or enforcement notice made by the management company.
- (4) If a violation is found to have occurred by the management company or the Board, and to be so material as to justify expending the Association's resources, the Association shall provide written notice of the violation to the liable parties. The notice shall:
 - (a) Specify the nature of the violation;
 - (b) If the violation is continuing, specify the action necessary to resolve the violation and provide a reasonable time period within which to resolve the violation before further compliance actions are taken. In determining this time period, the management company or the Board will consider the nature of the violation, the circumstances of the Owner and the Lot, any seasonal constraints which impact the reasonableness of performing the work, and what actions are necessary to correct the violation. Unless the Board finds otherwise for good cause, the time period will be at least 45 days. The management company or the Board may extend this time period by request of a liable party;
 - (c) Inform the recipient of their right to appeal pursuant to Rule 11; and
 - (d) Provide the amount of any fine assessed pursuant to Rule 10.2.
- (5) The provisions of this Rule 10 are nonexclusive. Nothing in this Rule limits the authority of the Board to take other lawful actions to abate violations.

Rule 10.2. Fines.

- (1)(a) The Association may assess the following fines for violations:
 - (i) First violation: \$0;
 - (ii) Second violation: \$50;

- (iii) Third violation: \$100; and
- (iv) Fourth or subsequent violation: \$200.
- (b) For purposes of this subsection, the number of violations is the number of notices of violation citing the same Governing Document provision that have become final against the party during the previous 12 months.
- (2) In addition to the fines provided in subsection (1) of this Rule 10.2, the Board may recover from the liable party the amount of any loss or cost to the Association caused by a violation. The Association may employ the services of professionals, such as an attorney, to aid in abating violations. The cost of any such professional services may be assessed to the liable party.
- (3) The Board may for good cause waive or reduce fines.

Rule 10.3. Legal Action.

- (1) In addition to other remedies, the Board may commence legal action to abate violations. Fines may continue to be assessed as provided in Rule 10.2 while the legal action is in process.
- (2) In the event of legal action, the prevailing party is entitled to recover actual costs and reasonable attorney fees from the losing party.
- (3) For purposes of this Rule 10.3, “legal action” includes arbitration, lawsuits, trials, appeals, and any action, negotiation, demand, counseling, or otherwise where the prevailing party has hired an attorney.

Rule 10.4. Self-Help.

- (1) In addition to other remedies, the Declaration provides the Association with the right to cure a violation by “self-help,” which gives legal authority to the Association to enter upon a Lot and to abate, correct, or remove, at the expense of the Lot Owner, anything that exists which constitutes a violation of the Governing Documents. Fines may continue to be assessed as provided in Rule 10.2 while the self-help is in process.
- (2)(a) Except as provided in (b) of this subsection, the Association shall not attempt to cure a violation by self-help unless notice has been provided to the Lot Owner, and the violation continues for at least 90 days after notice.
- (b) In an emergency, where repairs are needed to correct a condition on a Lot which poses a substantial risk of injury or significant property damage to others, the Association may attempt to provide notice orally or in writing, and then immediately perform such repairs.

Rule 10.5. Costs.

Any amounts collectable under this Rule 10 are collectable as assessments, and are due 30 days after notice of the amount is given to the liable party. Delinquent amounts are increased by the late fees or interest applicable to all delinquent assessments.

Rule 11. Appeals.

Rule 11.1. Right to Appeal.

- (1) A Person has the right to appeal:
 - (a) An allegation by the Association that the Person has violated the Governing Documents;
 - (b) The imposition of fines or other charges by the Association, excepting assessments generally applicable to all Lots;
 - (c) Action taken by the Association on an Exterior Work Request; and

- (d) Action taken by the Association on a Variance Request.
- (2) Appeals are decided by conducting a hearing as provided in this Rule 11. At the hearing, the appellant may offer defenses, challenge the sufficiency of evidence, and explain extenuating circumstances.
- (3) An appeal is commenced by requesting a hearing within 21 days of notice of the event giving rise to the appeal. An appeal that is not timely requested is waived, except as provided in subsection (4) of this Rule 11.1. The request must be in the form of a written notice delivered to the Association, and contain:
 - (a) The appellant's name and address;
 - (b) The basis for the appeal and the relief requested;
 - (c) A copy of all reasonably available written evidence; and
 - (d) The name of any witnesses reasonably known.
- (4) The right to appeal may be reserved while an attempt is made to informally resolve an issue, provided that the right is reserved in writing in a notice to the Association. The time period from this notice to the conclusion of attempts to resolve the issue informally is added to the deadline provided in subsection (3) of this Rule 11.1.

Rule 11.2. Hearing Procedure.

- (1) Upon receipt of a request for a hearing:
 - (a) Any fine or other charge related to the subject of the appeal is stayed;
 - (b) The Association shall provide notice to the appellant confirming receipt;
 - (c) The Board shall appoint a committee of the Board to conduct the hearing. The committee must have a minimum of three members, all of whom must be either current members of the Association or the Board, and at least one of whom must be a current member of the Board. The committee must be fully appointed within seven days following receipt of a valid request for a hearing, except that the Board may fill vacancies on the committee as they arise;
 - (d) The Board or the committee shall determine whether the rights or obligations of additional Persons may be materially affected by the outcome of the appeal, and join such Persons as parties to the appeal;
 - (e) No later than 10 days following appointment of the committee, the committee shall determine the date, time, and location of the hearing; and the Association shall provide notice to the appellant of the same. The committee must attempt to consult with all parties to schedule the hearing at a mutually convenient date, time, and location, and may reschedule or relocate the hearing by request of all parties.
- (2) If no additional Persons are joined under subsection (1)(d) of this Rule, the Board may, on the basis of the request for hearing, determine that all or a portion of the relief requested should be granted without a hearing. If no disputed questions remain, the Board may cancel the hearing and provide notice to the appellant.
- (3) At the hearing, each party may provide an oral or written statement, call and question witnesses, and present evidence. The committee may place reasonable limits on each party's presentation, but must permit the appellant at least 30 minutes to provide an oral statement.
- (4) If a party does not attend the hearing, after being provided notice, the committee may reschedule the hearing or proceed to make a decision on the available evidence.
- (5) At the conclusion of the hearing, the committee shall enter an executive session to consider the presentations and any other evidence. The committee may recess or adjourn to a later time, but must render a written decision within 7 days of the hearing. The committee shall determine:
 - (a) For each alleged violation, whether the evidence supports a finding that the Person committed the violation;

- (b) For each fine or other charge, whether the fine or charge was appropriately assessed and whether it is reasonable given the circumstances; and
- (c) For all matters, whether the decision of the Association was reasonable and supported by the law and the Governing Documents.
- (6) The decision of the committee must be provided in a notice to the parties and the Board within 2 business days of the committee's decision. Any stay of fines or other charges is lifted upon providing this notice, but the period of such stay will not be used in determining any late fee or interest charge.
- (7) A party may request reconsideration of the committee's decision by the full Board by providing the Association written notice of the request. Reconsideration is discretionary and not a matter of right. A request for reconsideration does not stay any fine or finding and may be considered and dispensed with by the Board on the basis of written evidence alone.

Rule 11.3. Arbitration.

- (1) At the request of an Owner or the Board, any alleged violation of the Governing Documents by the Owner may be submitted to binding arbitration. The request must be made in a notice to the Association within 15 days of the Association providing the Owner with notice of the alleged violation or, if the Owner also requested a hearing on the alleged violation, within 15 days of notice of the committee's decision.
- (2) If the parties cannot agree upon an arbitrator, each party shall choose one arbitrator and the arbitrators chosen by the parties shall then choose a third.
- (3) The arbitration shall be conducted in accordance with chapter 7.04A RCW and any other applicable law. The result of the arbitration is binding on the parties.

Rule 12. Assessments.

- (1) The amount of any assessment must be sent to the responsible party in a notice. The notice must provide the date on which the assessment is due, which must be at least 30 days from the date of the notice.
- (2) Any assessment not paid in full by its due date is delinquent. An assessment which is delinquent for more than 30 days is increased by:
 - (a) Adding interest from the date of delinquency at the rate of 12 percent per year; and
 - (b) Adding the Association's actual costs of collection, including reasonable attorneys fees.
- (3) Assessments which are delinquent for more than 90 days may, at the discretion of the Board, be collected by legal action or foreclosure.
- (4) The actual expenses of the Association may be charged to the responsible party whenever a check is returned or rejected.
- (5) Payments received are applied to the oldest outstanding balance of the responsible party first.
- (6) The Board may approve plans or payment schedules in consultation with the responsible party and may waive or reduce late fees and interest. Persons who anticipate late payments are encouraged to contact the Board as soon as possible.

Rule 13. Fair Housing.

- (1) The Association is committed to compliance with all federal, state, and local fair housing laws. The Association will not discriminate against any individual because of race, color, religion, national origin, sex, familial status, disability, or any other specific classes protected by applicable laws.

(2) Upon a request to the Board, the Association will make any reasonable accommodation or reasonable modification based upon a disability-related need. The Board may request appropriate documentation of the need and payment of expenses in accordance with applicable law. Reasonable accommodations or modifications made under this subsection may grant exceptions to the Governing Documents to the extent necessary to comply with applicable law.

Editorial Note: Adopted by the Board of Directors at their October 1, 2025 meeting, effective January 1, 2026.