

# RULES AND REGULATIONS OF PHEASANTS HOLLOW HOME OWNER'S ASSOCIATION

## PREAMBLE

The Pheasants Hollow Homeowners Association Board of Directors, pursuant to the authority granted to it in the Bylaws, Article VII and the Declaration, Article IV, Section 4.2 has adopted, codified and stated as of the 1st day of July, 2014 the following Rules and Regulations for the Pheasants Hollow Homeowners Association.

The restrictions imposed by the Declaration are set forth in these Rules and the remedies contained in the Rules are in addition to those contained in the Declaration. The intent of the Rules is to furnish the Association with an additional compliance tool. These Rules supersede any previously adopted Rules on the same topic(s). They are intended to supplement the Declaration of Covenants and other governing documents of the Association, not supplant or amend them, and in the event of an inconsistency or conflict between these Rules and the governing documents of the Association, the governing document's provisions will supersede and apply.

We are living in close association with our fellow residents and common courtesy dictates that our actions not infringe upon the rights of others. 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, and to enhance and protect the value and marketability of all our homes. Each owner is fully responsible for the compliance of their family members, guests, tenants and other occupants of the owner's house while they are within the Pheasants Hollow boundaries.

These Rules are also intended to provide additional incentive for compliance by owners who violate the requirements and provisions of the governing documents.

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

**If the violation involves an intermittent offense or conduct**, for example the failure to quiet and control a barking or overly aggressive dog or periodic episodes of noise conduct which is disturbing other members from time to time, or other nuisance conduct, or disruptive actions or conduct of any kind which interfere with another owner or owners right and ability to reasonably quietly enjoy their properties, the Association may levy fines on a per incident basis as follows:

Level 1 (minor)

- 1<sup>st</sup> offense = Warning to the owner and/or occupant
- 2<sup>nd</sup> offense = \$50.00 fine
- 3<sup>rd</sup> offense = \$75.00 fine

Level 2 (medium)

- 1<sup>st</sup> offense = Warning to the owner and /or occupant
- 2<sup>nd</sup> offense = \$60.00 fine
- 3<sup>rd</sup> offense = \$90.00 fine

Level 3 (serious)

- 1<sup>st</sup> offense = Warning to the owner and/or occupant
- 2<sup>nd</sup> offense = \$70.00 fine
- 3<sup>rd</sup> offense = \$100.00 fine

4<sup>th</sup> offense, regardless of the level referred to above, and each subsequent offense =  
\$150.00 per offense  
for incidents or conduct occurring within a twelve month period of time.

**If the violation involves a continuous situation** (e.g. A utility trailer or recreation vehicle which remains parked in violation of these rules) a \$50.00 fine every day is imposed until compliance is completed.

Penalties assessed against a resident and/or owner shall be collectable as delinquent assessments. Fines will be payable to Pheasants Hollow Homeowner's Association within 10 days of notification; interest shall commence and apply to the unpaid fines at the rate of one percent (1 %) per month on the unpaid balance.

As used in these Rules:

“Governing Documents” means: the Declaration of Conditions, Covenants & Restrictions; the Articles of Incorporation; the Bylaws; and the Policies and Rules and Regulations of the Association adopted as provided in the Declaration and Bylaws and under the laws of the State of Washington governing homeowners' associations, as these documents may be lawfully amended and/or adopted from time to time.

“Occupant” means anyone who occupies a house as a permanent resident or who stays overnight in any house more than fourteen (14) days in any calendar month or more than thirty (30) days per calendar year.

“Related party” means a person who has been certified in a written document filed by a homeowner with the Association to be the parent, parent-in-law, sibling, sibling-in-law, parent's sibling, or lineal descendent of the owner or the lineal descendent of any of the foregoing persons, the officer, director or employee or any owner which is a corporation, or the partner or employee of any owner which is a partnership.

“Renting” or “leasing” a house means the granting of a right to use or occupy a house, for a specific 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 house by means of joint tenancy, tenancy-in-common or other forms of co-ownership.

“Tenant” means and includes tenant, lessee, renter or other non-owner occupant of a house that is not occupied by its owner. For the purposes of the Rules, the term tenant shall not include a related party.

## ARTICLE 1 - COMPLAINT PROCEDURE AND ENFORCEMENT

1.1 The Board of Directors has the authority to enforce the rules. The Board may delegate to a management company the authority to take rules enforcement action, including contacting violators to seek compliance and issue warnings and compliance requests which address possible imposition of fines.

1.2 Owners are responsible for the conduct of all members of their family or household and for the conduct of their tenants, occupants and guests, and each homeowner and tenant is jointly and individually financially responsible for any damage done to common area property and the property of other owners by any members of their family or household, their tenants, occupants or their guests. Both the homeowner and a non-owner violator may be fined for violation of the governing documents. Fines or penalties assessed against the homeowner shall be collectible as delinquent assessments.

## ARTICLE 2 - EXTERIOR CONDITIONS

### **Introduction**

Each individual homeowner is obligated to provide exterior maintenance on his own lot and structures. All trees, hedges, shrubs, flowers, and all other plants and lawns must be neatly and routinely maintained and cultivated so that the lot is kept attractive, and compatible and harmonious with the high standards of the community. Proper maintenance by owners of landscaping, yard, house and other improvements on their lots is essential to keeping our community attractive, and enhancing property values and quality of life.

2.1 In order to preserve the uniform exterior appearance of the buildings, and the common areas and facilities visible to the public, the Board of Directors has the sole authority to provide for the painting, vegetative enhancement compliance and other decorative finish of the common or limited common areas and facilities and to prescribe the type and color of such decorative finishes. The common and limited common areas and facilities shall not be constructed, rebuilt, altered, removed or replaced except by the Association acting through the Board of Directors. Owners are prohibited from modifying the structure or decoration of the common or limited common areas and facilities. Fine Level (3)

2.2 Homeowners shall be responsible for the maintenance and upkeep of the improvements and landscaping located on their property. All such owners shall likewise maintain their hedges, plants, shrubbery, trees and lawns in a neat and trim condition at all times. Front and side yards visible should be kept neat and free of trash and garbage cans, which shall be stored out of sight of the street and of neighbors. Back yards visible from the street or sidewalks should be neat and free of trash. Tools, lawnmowers, wheelbarrows, all other yard and house care equipment and the like should be stored out of sight. Tree stumps should be cut down to ground level. Firewood, woodpiles or wood supplies should be neatly stacked and out of sight. The homeowners shall be responsible to assure that no garbage can or other receptacles will be visible from any place outside the premises except on collection day. Fine Level (1)

2.3 No trash, refuse pile, underbrush, compost pile, or other unsightly growth or objects shall be allowed to group, accumulate or remain on any lot so as to be a detriment to the attractiveness of , or an unreasonable annoyance to the neighborhood or become a fire hazard. Fine Level (2)

2.4 No homeowner or occupant of any residential site shall place clotheslines thereon which are visible from any place outside the premises. Fine Level (1)

2.5 No sign of any kind shall be placed in view on any Lot, except one sign, not to exceed 24 inches by 24 inches, advertising the Lot (where posted) for sale or rent or lease by the Owner or the Owner's agent. Directional signs not to exceed 24 inches by 9 inches may be placed at street intersections. Political signage is permitted in accordance with state law and shall be removed within one week after the applicable election. Signage indicating monitoring by an alarm company and signage indicating that solicitors are not allowed are also permitted subject to their being placed in locations and of a size that are not unreasonably disruptive to or incompatible with the residential nature and quality of the community. Fine Level (1)

2.6 For the purpose of further insuring the development of the lands in this neighborhood as a residential area of high standards, the Board of Directors has the discretionary authority to adopt, implement and enforce architectural control requirements regarding the buildings and structures within the community, including without limitation the location placed on each lot and the common areas. No building, wall, fence, lamp post, swimming pool, or other structure shall be placed upon said premises unless and until the plans, specifications and materials have been previously approved in writing by the Architecture Committee or Board of Directors. No alteration of the exterior appearance of existing buildings or structures, including colors and/or materials, shall be made without like prior written approval. Fine Level (3)

2.7 All roofs shall be in accordance with specifications as to type, style, color and other criteria as set forth in the Governing Documents. Fine Level (3)

## ARTICLE 3 - ANIMALS

3.1 Nothing shall be done or maintained on any lot or other residential site which may be or become an annoyance or nuisance to the neighborhood. No livestock, animals, poultry or fowl shall be kept on any lot or other residential site other than animals or birds of the type and species generally recognized as common household pets, such as dogs, cats, canaries and parakeets which are kept on said property solely as household pets, provided that no such household pet which is or becomes an annoyance or nuisance to the neighborhood shall thereafter be kept on any lot or residential site. No dog houses, dog runs or dog kennels may be placed on any lot or residential site unless it is screened from the view of neighboring properties and the streets and does not create an annoyance or nuisance and without first submitting an ACC application for and obtaining prior approval from the Board. Fine Level (2)

3.2 Repeated and/or regular excessive barking or other noises made by a homeowner's dog(s) or other pet may be considered as reasonably objectionable by neighbors and a nuisance. Owners will take all necessary steps to limit excessive noise generated by their pets, especially but not limited to the hours between 10 p.m. and 8 a.m. Fine Level (2)

3.3 All dogs must be leashed while not on the owner's property. It is the responsibility of each homeowner to ensure their dog(s) does not run free within the community. Unleashed dogs will be reported to the Humane Society or government agency having jurisdiction of such matters for our community. Fine Level (2)

3.4 It is the responsibility of each homeowner to properly dispose of the fecal waste generated by their dog(s).

- A. While the dog(s) is on the homeowner's property, the homeowner must periodically collect and dispose of any fecal waste generated by the dog in a timely manner so that neither the aroma nor the appearance is offensive to other residents.
- B. While the dog(s) is in the community and off of the homeowner's property, the homeowner is responsible for the immediate clean up of their dog's fecal droppings. To that end, each homeowner will carry with them some type of device (plastic bags, pooper-scooper, shovel, etc.) for cleaning up after their dog(s). Leaving the site of the dropping without collecting the fecal matter is a violation of this rule whether on another homeowner's property, parks, all common areas, or on a sidewalk.

Fine Level (2)

## ARTICLE 4 - PARKING/VEHICLES

4.1 Recreational Vehicles and Utility Vehicles: No boats, boat trailers, house trailers, campers, motor homes, other recreational equipment or vehicles, or utility trailers or trucks, or any part thereof, not in actual current use, shall be stored or permitted to remain on any residential site or lot unless the same is stored or placed in a garage or other fully enclosed space, or is entirely screened so as not to be visible from any streets and abutting lots. All screening is to be approved by the Architectural Control Committee. For the purposes of this paragraph, actual current use shall be defined as being visible for less than 48 hours in any seven day period. Exception: Between Memorial Day and Labor Day holidays, recreational vehicles may be stored on a residential site for occasional use during that period of time. This exception does not apply to utility vehicles. Fine Level (2)

4.2 Cars, SUV's, Vans and Pick-Up Trucks: Cars, SUV's, Vans or Pick-Up Trucks not in drivable condition shall not be stored or permitted to remain on any residential site or lot unless the same is stored or placed in a garage or other fully enclosed space, or is entirely screened so as not to be visible from any streets and abutting lots. All screening is to be approved by the Architectural Control Committee. Exception: Vehicles under actual repair may be parked for up to 48 hours while necessary work is performed. Fine Level (2)

4.3 Inoperable Vehicles and/or Vehicles with Expired Tabs - All inoperable vehicles and vehicles with expired or no tabs, including without limitation, all cars, trucks, golf carts, motorcycles, go-carts, and the like, must be stored in garages or out of sight. At no time shall the aforementioned vehicles be kept on public streets, walkways, or driveways per these Rules and Regulations. Vehicles parked on or about the Association's and owners' properties must have current tabs or they are considered as inoperable and improperly stored. Fine Level (2)

4.4 No vehicle shall be parked in an area other than a driveway or other paved area designed for vehicle parking nor in a manner that obstructs another vehicle or the driver's view when exiting or entering a homeowner's driveway. Fine Level (2)

## ARTICLE 5 - OWNERSHIP, OCCUPANCY AND USE

5.1 No lot or any part thereof in Pheasants Hollow shall be used or occupied for any purpose other than as a single family residence unless the use is a "home occupation" within the described criteria of section 5.1 of the Declaration. The Board shall determine whether a Owner's use meets the criteria of "home occupation," and an Owner desiring to conduct a home occupation business shall first obtain a written determination from the Board that the intended use qualifies as such within or under the Declaration's criteria. Fine Level (3)

5.2 The conduct or carrying on of any manufacturing, trade, commerce, industry, or business upon any lot or any part thereof, or in any building or structure thereon erected, shall constitute a breach of this restriction except as provided in Article V, Section 5.1 of the Declaration, provided however, that the leasing or renting of a lot and improvements by an owner to a lessee/tenant for use as a single family residence shall not be considered "conducting commerce or business" as those words are used in this rule. Fine Level (3)

## ARTICLE 6 - MAINTENANCE BY OWNERS

6.1 Lawns shall be maintained and mowed regularly and noxious weeds/moss removed; trees and shrubs pruned, dead limbs removed, planters weeded. Woodpiles must not be visible from the street at any time; leaf piles and other debris removed. Moss, weeds and grass must be removed from driveways, walkways, and roofs. Tree limbs, shrubs, bushes must be cut back so not to obstruct the sidewalk or city signs. Fences should be in good repair, painted, stained or sealed, with moss control. Fine Level (2)

6.2 Paint and/or stain on each structure (house, fence, deck, mailbox, sheds, etc.) must be uniform in color, and without fading, cracking or peeling. All exterior paint must have ACC or Board approval prior to painting. In addition, paint finishes to be used on the body of the home should be of a flat or satin content. Trim can be either a satin or eggshell finish; doors can be painted an eggshell or semi-gloss varnish. At no time can high-gloss paint be used on the body, trim (including shutters) or door(s) of a home. Fine Level (2)

6.3 Christmas lights and other holiday displays shall be removed from view and stored away within thirty (30) days following the holiday occurrence. Fine Level (3)

6.4 Tarps used to cover debris, woodpiles, vehicles, recreational vehicles and equipment, roofs, fences or all other items or improvements, are strictly prohibited. The use of tarps in general is prohibited if visible from street or neighboring properties. Fine Level (3)

## ARTICLE 7 - NOISE AND OFFENSIVE ACTIVITIES

7.1 There is to be no boisterous conduct which causes annoyance or nuisance to a neighbor or neighbors (for example and including without limitation loud talking, loud music and/or loud party) after 10:00 p.m. Fine Level (3)

This subsection shall apply to use of firearms, other weapons, and/or all other devices which by their nature and design throw or expel something at or into something, including without limitation bows and arrows, BB or pellet guns, all of which are expressly prohibited from use or display in the community.

This subsection shall also apply to the use of motorcycles, all terrain vehicles, motorized bikes and scooters, motorized skateboards, and all other similar equipment or devices which are by nature and design reasonably considered as for entertainment rather than for general transportation to and from the community for business or family purposes.

7.2 No noxious, illegal or offensive activity or egregious conduct which, by its nature, is intentional for causing, or can be reasonably interpreted as intended to cause, annoyance, nuisance or offence to a neighbor or neighbors and which is of a type or to an extent which adversely effects or impacts the neighbors and/or the neighborhood or community welfare shall be carried on, nor shall anything be done which may be or become an annoyance, embarrassment, discomfort or nuisance to other homeowners or occupants or render any portion of the common areas unsanitary, unsightly, offensive, or detrimental to persons using those common areas. Fine Level (3)

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

This subsection is designed and intended to handle egregious, unusual situations where the homeowner/tenants or their guest(s) conduct is/are causing annoyance or nuisance of a nature or to an extent which significantly affects quality of life or enjoyment of home and property by a neighbor or the surroundings to the neighborhood.

## ARTICLE 8 - VIOLATIONS, INVESTIGATION and FINES

### 8.1 INTRODUCTION

The Revised Code of Washington (R.C.W.) provides that an association can levy reasonable fines in accordance with a previously established schedule adopted by the Board of Directors and furnished to the owners, for violations of the Governing Documents of the Association.

### 8.2 INVESTIGATION/NOTICE OF VIOLATION

Once a possible violation has been reported or otherwise becomes known to the Association, it will be investigated and a determination made as to whether a violation has actually occurred. If a violation is determined, written notice of the violation will be sent or delivered to the offending homeowner giving him/her a reasonable time within which to correct the violation and comply or appeal to the Association Board of Directors for reconsideration. If the violation involves an emergency timeline or circumstances, the notice may then require the homeowner to cease action immediately or to promptly take certain actions in order to comply.



### 8.3 RULE – LEGAL ACTION

If the owner does not then comply within the timeline and correct the violation, the Association may assess fines against him/her as described above. At the Board's discretion, legal action may be taken against the violating homeowner at any time after the compliance deadline expires without owner having taken compliance correction action. Additional fines will continue to be assessed while the legal action is in process, if the homeowner continues to violate the requirements of the Governing Documents. All attorneys' fees and costs shall be awarded to the prevailing party and shall be recoverable from the losing party in any action, lawsuit or other proceeding involving the enforcement of the Governing Documents.

## ARTICLE 9 - COLLECTION OF FINES

The Association will bill the noncompliant homeowner the applicable fines at such time and for such periods as the Association considers reasonable. If, after the fines accrue, they remain unpaid and outstanding for more than 10 days from date of the first such billing, interest shall commence and apply to the unpaid fines at the rate of one percent (1 %) per month on the unpaid balance.

All fines imposed by the Association upon an owner or owners which remain unpaid shall constitute a lien on the Lot and all its improvements, and may be handled and foreclosed upon in the same fashion as if it were a lien for unpaid assessments under the Association's Governing Documents and the laws of the State of Washington. The Association may file a formal lien with the county in order to further protect its interests regarding the unpaid fine(s). The amount of the lien shall include interest, late fees and all costs and office expenses, including attorneys' fees incurred by the Association in the collection of such unpaid fine(s).

## ARTICLE 10 - APPEAL PROCESS AND OPPORTUNITY TO BE HEARD

### 10.1 INTRODUCTION

Any homeowner found by the Board to be in violation of the Association's Governing Documents may request a hearing to offer a defense to the violations and/or imposition of fines. All requests for a hearing must be in writing and received by the Association's Board of Directors no later than thirty (30) calendar days following homeowner notification that fines will be imposed based upon the violation. Failure to request a hearing within this time frame shall be deemed as the homeowner's waiver to appeal these finding of a violation or the impositions of fines under these Rules and Regulations.

## 10.2 REQUEST FOR APPEAL

The homeowner must complete a written Request for Appeal Hearing which shall be mailed or delivered to the Association. The appeal request must contain the following:


- Homeowner's name and address
- Homeowner's reason and basis for an appeal with sufficient details for the Board to understand the appeal reasoning and basis
- A copy of all supporting documentation
- The name of any attending witnesses.
- The homeowner shall sign and date the Request for Appeal Hearing.

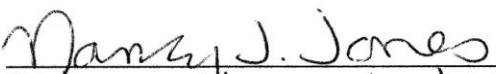
## 10.3 HEARING REQUEST PROCEDURE

- The appealing homeowner shall be sent confirmation of receipt of the Request for Appeal Hearing by the Association.
- The Board President will assemble at least three current members of the Association's Board of Directors to act as a Review Board (the "Review Board") following receipt of a written Request for Appeal Hearing complying with the requirements set forth above.
- Upon formation of the Review Board (normally within 14 business days), the Review Board shall mail or deliver notice to the appellant owner of a hearing date, which will provide the date, time, and location of the hearing, to be determined by the Review Board.
- The Review Board will permit the appealing homeowner up to thirty minutes to present witnesses information, exhibit documents, explain the circumstances of the appeal, and provide grounds as to why the violation and/or fine should be waived, reduced or withdrawn.
- At the conclusion of the presentation, the Review Board will adjourn into closed session to review the circumstances of the Request of Appeal as presented.
- Within a reason time frame (normally within 14 business days) of the hearing for the Request for Appeal, the Review Board will mail or deliver written notice to the homeowner as to the Review Board's decision.
- If the Review Board finds in favor of the appealing homeowner, it shall advise the homeowner as to whether the violation and/or the fines originally imposed are reduced, modified, or waived. Any adjustment(s) shall reflect on the homeowner's account the following month.
- If the Review Board determines that the owner's explanation or defense presented at the hearing was inadequate or otherwise failed to justify a reduction, modification, or waiver of the violation and/or fines, the owner will be so notified, in which case the fines imposed will continue to be owing to the Association until paid in full regardless of whether the violation has since been removed or corrected by Owner.

These Rules & Regulations and Policies have been adopted by the Board of Directors as of December 31, 2013.

  
Print name: Jacob Roelofs  
President and Director

  
Print name: Harry Eng  
Vice President and Director

  
Print name: Nancy J. Jones  
Treasurer and Director

  
Print name: Richard Meryhew  
Secretary and Director

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Print name: \_\_\_\_\_