

Rules & Regulations

Aesthetics

I. Introduction

Article IX, Section 4 of the Fairwood Greens' CC&Rs requires that each Homeowner is to maintain the exterior appearance of his/her property in a manner that upholds the quality of our neighborhood. These declarations are to protect every Homeowner's property value by ensuring a well-kept and desirous place in which to live.

All exterior areas must be consistently maintained.

II. Aesthetic Categories

1. **Yard Maintenance** – Lawns must be mowed, trees and shrubs pruned, dead trees and limbs removed, planting areas weeded on a regular basis. Lawns should be free of weeds and significant moss with no bare-spots. Areas that need re-seeded will be noted. Woodpiles must not be visible from the street at any time; leaf piles and other debris and trash must be removed. Moss must be removed from driveways and walkways. Driveways, walkways and sidewalks should be free of moss, weeds and grass growing in the cracks. Vehicles and recreational vehicles of any type can not be parked or stored on the grass or ground of the front and/or side yards.
2. **Home Exterior Maintenance** – Paint and/or stain on each structure (house, fence, deck, etc.) must be uniform in color, and without significant fading, cracking, or peeling. Roofs must be kept free of extensive moss or other accumulations and debris which detracts from a clean appearance of the roof.
3. **Holiday Decorations-** Christmas lights and other holiday displays must be removed from view within thirty (30) days following the holiday occurrence.
4. **Trees & Shrubs Maintenance** – Must be kept pruned so that they do not:
 - a. Encroach onto or over the sidewalks so as to interfere with passage of pedestrians
 - b. Interfere with sight of oncoming traffic at street intersections
 - c. Interfere with light from lampposts onto sidewalks and streets
5. **Signs** – To supplement enforcement of our CC&R Article IX, Section 10:
 - a. For Sale or For Rent – one sign may be placed by the owner, builder or by a licensed real estate broker, not to exceed eighteen (18) inches high and twenty-four (24) inches long on any lot. For Sale signs must be removed within 10 days after the date of closing of the sale of the property. For Rent signs must be removed within 2 days after a lease agreement is entered into.
 - b. Contractor – One sign not to exceed eighteen (18) inches high and twenty-four (24) inches long may be displayed by a contractor on a lot during the period that work is being done. This sign must be removed within 7 days after work is completed.
 - c. Political – One sign per candidate and/or ballot issue not to exceed twenty-four (24) inches high and thirty-six (36) inches long may be placed by a owner on his/her lot. These signs can be displayed no sooner that 90 days before an election and must be removed by one (1) week after the last day for voting (the election date) per Washington RCW 64.38.034 effective July 24th, 2005. Political signs on lots are now permitted, subject to these reasonable controls or restrictions, because the Washington statute expressly supersedes Homeowners' Association CC&Rs and there FGHA must be in compliance. Such signs cannot be posted anywhere on common areas of the Association.

6. Containers for POD and/or Garbage Construction Dumpster – Must receive approval from the HOA before parking / placing onto any street and/or Homeowner's property if parked longer than seventy-two (72) hours.

- a. POD, Moving containers and/or trailers can be parked in driveway during a limited amount of time (max 120 days) during construction, storage and/or moving household goods. If additional time required must request an extension.
- b. Garbage Construction dumpsters and/or trailers can be parked in driveway during limited amount of time (max 90 days) during construction and must be dumped regularly. If additional time required must request an extension.

III. Repetitive / Chronic Offenders

When the acts or omissions of an owner, which violate governing documents requirements or restrictions including those within this Rule or Policy, repeatedly and continually occur over periods of time despite past notice or letters of the Association informing owner that such actions or omissions are violations, such an owner is a "Chronic" or "Repetitive Offender."

The Board considers it reasonably necessary to address the Repetitive Offender situation because it results in far more Association time, monies (including attorney fees), materials, monitoring and corrective effort being spent or done than on owners who are single, isolated or rare offenders. Further, the Repetitive Offender has a much greater adverse impact on the attractiveness and value and marketability of homes in the community, and on the quality of life of other owners. Accordingly, the Board has adopted this particular Article and those in other Articles in this Rule or Policy related to this topic, in the hopes, first of all, of deterring owners from becoming or continuing to be Repetitive Offenders, and, secondly, to help recover the costs of the excessive time, effort and monies expended by the Association in dealing with such owners.

The following standards of conduct/violations will assist the Board in determining whether an owner should be classified as a Repetitive Offender, but are not the sole factors that the Board may or are required to consider when making a determination whether an owner is a Repetitive Offender.

- a. Yard Maintenance – three (3) violations occurring within any twelve (12) month period;
- b. Home Exterior Maintenance – at least one violation occurs each year for two (2) consecutive years;
- c. Holiday Decorations – at least one violation occurs each year for two (2) consecutive years;
- d. Trees & Shrubs Maintenance – at least one violation occurs each year for two (2) consecutive years;
- e. Signs – at least one violation occurs each year for two (2) consecutive years;

The above listing is not intended to limit the Board in considering other patterns or topics as being within the category of Repetitive Offender. The Board retains the discretion to look at other categories or topics and evaluate an owner's pattern of conduct in addressing such topic, and determine whether the owner is a Repetitive Offender and therefore subject to this Rule or Policy and the enhanced fines set forth below.

Due to the increased problems for the Association and the community caused by Repetitive Offenders, and because such owners continue to violate the same or similar governing document issues time after time, it is reasonable to impose enhanced fines or penalties on them. If the Board or any Committee designated by it to monitor and address this topic determines that an owner is a Repetitive Offender regarding one or more issues or violations of the governing documents, the Board will issue a notice to owner at his or her last known address that owner is now considered a Repetitive Offender, and to cease and desist the violation(s) then at issue. At that point and thereafter, if such owner does not stop or correct the violation(s) involved, enhanced fines may be imposed pursuant to those listed in the schedule below (see **Article V, Fines, Section C**).

V. Infractions

Once a violation has been reported and confirmed, the violating homeowner notified in writing, and, if not corrected in a timely manner, fines may be assessed according to Section IV.

At the Board's discretion, legal action may be taken against the violating homeowner at any point once a violation has been confirmed. Additional fines will continue to be assessed while the legal action is in process if the homeowner remains in violation of the declaration. All attorney fees and other costs associated with enforcement of this Rule may be assigned to or assessed upon the violating owner, and shall be an automatic lien upon the owner's lot and collectible in the same fashion as if an assessment under the provisions in the Declaration of the Association, including the recording of a formal lien and foreclosure of it to protect the interests of the Association in collecting of all sums owed to it.

The opportunity to appeal the Board's decision is available under the Association's Rules and Regulations on "Appeal Process".

V. Fines

A. Yard/Exterior Home Maintenance Trees & Shrubs Maintenance, Signs, POD's and Dumpsters -

- 1) First Offense - \$10/day
- 2) Second Offense - \$25/day
- 3) Third and All Subsequent Offenses - \$50/day

B. Holiday Decorations – A fine in the amount of \$10/day may be assessed to any homeowner who, after receiving written notification of the non-compliance, remains in violation of this declaration.

C. Repetitive Offenders - at such time as an owner is determined to be a Repetitive Offender as set forth above, the following enhanced fines are applicable to and may be imposed against such owner:

- 1) First confirmed violation: notice/warning letter; no fine;
- 2) Second and thereafter confirmed violations: \$25 fine per day until fully corrected; provided, however, that if the nature of the repeated violation or offense is entirely intermittent, by way of example such as failure to maintain appearance of the Exterior of the Home or Property, the fine will be \$500 per incident.

D. Collection of Fines - The Association will bill the violating Homeowner the applicable fines at such time and for such periods as the Association considers reasonable.

All fines imposed by the Association upon an owner which remain unpaid for 60 days shall automatically constitute a lien on the lot and all it's 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, and all costs and expenses, including attorney fees, incurred by the Association in the imposition and collection of such unpaid fine(s).

VII. Rule Enforceability

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

Dated and adopted by the Board of Trustees the 23rd day of August, 2016.