

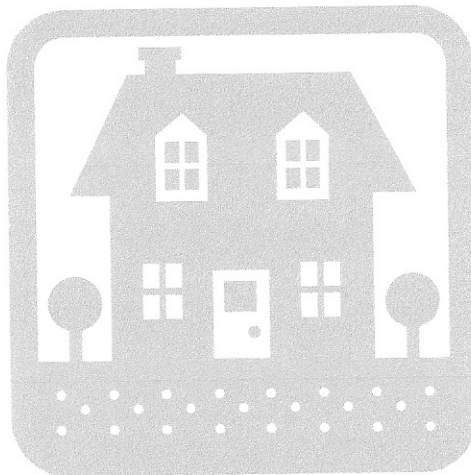
# **GRAND FIRS HOMEOWNERS ASSOCIATION**

## **REVISED GOOD NEIGHBOR POLICY**

**(RULES & REGULATIONS)**

**EFFECTIVE:**

**January 1, 2016**



## FOREWORD

The underlying philosophy of the Grand Firs Homeowners Association Good Neighbor Policy is COMMUNITY LIVING. Positive communication with your neighbors is the best solution to many problems. The enforcement procedures contained within should only be used as a last resort after all attempts have been made by the parties involved to resolve the issue. Your help in seeing that the provisions of this booklet are carried out is welcomed and appreciated. Leaving the enforcement of this Good Neighbor Policy to others places an unfair burden on them. All residents must share in this responsibility.

## **TABLE OF CONTENTS**

<b><u>ARTICLE 1: ENFORCEMENT PROCEDURES</u></b>	<b><u>4</u></b>
1) GENERAL	4
2) COMPLAINT PROCEDURES	4
3) ENFORCEMENT PROCEDURES ON VIOLATION OF RULES	5
4) ENFORCEMENT	6
5) ENFORCEMENT EXPENSE	6
6) REJECTION OF COMPLAINTS	6
7) VIOLATION FORGIVENESS	6
<b><u>ARTICLE 2: ASSESSMENT AND COLLECTIONS</u></b>	<b><u>7</u></b>
1) DELINQUENT ASSESSMENTS	7
2) LATE CHARGES	7
3) COLLECTION EXPENSES	8
4) WAIVER OF COLLECTION PROCEDURES	8
5) APPLICATION OF PAYMENTS	8
<b><u>ARTICLE 3: GENERAL RULES</u></b>	<b><u>8</u></b>
1) RESPONSIBILITIES OF GRAND FIRS HOA MEMBERS	8
2) EXCESSIVE SOUND OR NOISE	8
3) OUTSIDE APPEARANCE	9
4) LANDSCAPING	9
5) GARBAGE AND GARBAGE CONTAINERS	10
6) MOVING IN AND OUT OF A LOT	10
7) COMMON AREAS	10
<b><u>ARTICLE 4: OWNERS, LANDLORDS, AND TENANTS</u></b>	<b><u>11</u></b>
1) FULL RESPONSIBILITY OF OWNERS AS LANDLORDS	11
2) ENFORCEMENT	11
<b><u>ARTICLE 5: PETS</u></b>	<b><u>12</u></b>
1) GENERAL	12
2) ENFORCEMENT	12
<b><u>ARTICLE 6: VEHICLES AND PARKING</u></b>	<b><u>13</u></b>
1) GENERAL	13
2) VEHICLES AND PARKING	13
<b><u>ARTICLE 7: SEVERABILITY</u></b>	<b><u>14</u></b>
1) GENERAL	14

**ARTICLE 1**  
**ENFORCEMENT PROCEDURES**

**1) GENERAL**

- a) These procedures provide for the enforcement of the Declaration and its Amendments, the Bylaws, and the Good Neighbor Policy of the Grand Firs Homeowner's Association ("GFHA").
- b) These procedures apply in all cases unless specifically exempted by another Article.
- c) All Grand Firs members and residents, whether owners or renters, have equal rights under these rules, except as may be provided by:
  - i) Statute;
  - ii) The Declaration; or
  - iii) The Bylaws.
- d) All members and residents are legally required to comply with the Declaration and its Amendments, the Bylaws, and the Good Neighbor Policy of the GFHA, as provided by the Declaration Article 15, Section 1, General Provisions, Binding Effect.
- e) The Board of Directors urges all members and residents to make every attempt to solve problems themselves before using these procedures.

**2) COMPLAINT PROCEDURES**

- a) Any member or resident may write a letter or email to the Association, through its managing agent, giving a full and detailed account of the problem, including who (owner/tenant name and/or property address), what, when, and where.
  - i) Any member or resident filing a complaint must identify themselves.
  - ii) In a bonafide emergency, the manager will accept a telephone call, with a written complaint to follow.
  - iii) Any member or resident filing a complaint still has the right and responsibility to file a complaint with the police or other civil authorities, if appropriate.
- b) If the original problem persists, the member or resident may file additional written complaints with the Managing Agent and/or Board of Directors.

### 3) ENFORCEMENT PROCEDURES ON VIOLATIONS OF RULES

- a) Managing Agent or Board within ten (10) working days of receipt of a complaint will mail to the member and/or resident in violation, a letter stating the nature of the complaint and the penalty, if any. For any complaint filed by a community member, proof of the violation must accompany the complaint.
  - i) The name and the lot number of the person filing the complaint will not be released except to the Board of Directors.
  - ii) Copies of the letter will be mailed to:
    - (1) The owner of the lot in question.
    - (2) The Board of Directors
  - iii) The letter shall include a statement providing the resident in violation with an opportunity to respond to the alleged violation. This statement shall be worded in a manner that allows for and encourages this response.
  - iv) The violation must cease or be corrected immediately unless otherwise specified in the letter.
  - v) Anyone against whom a complaint has been filed shall have the right to be heard by the board. Any request for such a hearing must be submitted to the board or management agency in writing.
- b) On the FIRST COMPLAINT, a courtesy letter will be sent. This will be a friendly reminder about the Covenants, Conditions and Restrictions of the Declaration and the Amendments to the Declarations. Home owners will have five (5) days to correct said problem (unless otherwise specified) from the date of the letter.
- c) On the SECOND COMPLAINT of the same Rule, the second letter will be sent. The second letter will warn that a fine of \$125.00 will be assessed if the violation is not corrected in five (5) days (unless otherwise specified) from the date of the letter.
- d) On the THIRD COMPLAINT of the same Rule, the third letter will be sent. The letter will impose a fine of \$125.00 and will also warn of doubling the fine (\$250.00) if the violation is not corrected within a specified time frame or an established date.
- e) On the FOURTH COMPLAINT of the same Rule, the fourth letter will be sent. The letter will impose a fine of \$250.00. The letter will warn that all further notices of the same rule will incur additional fines of \$250.00 and that a lien may be filed against the property in an attempt to collect the fines. If the violation continues, the Board of Directors/Managing Agent will proceed with further action as provided for in Article 15, Section 2, General Provisions, Enforcement by Court Action.
- f) If a violation is known to be an immediate threat to the safety of any property owner, guest, or other visitor to the community, or to any property whether belonging to the

HOA, an owner, guest, or other visitor to the community, a fine may be assessed immediately without previous letters or notices, with unanimous approval of the board.

- g) Items in violation of Article 3, Section 7(g) may be removed by the board immediately, and disposed of, at the owner's expense.

#### 4) ENFORCEMENT

- a) The Board of Directors or Managing Agent shall use the enforcement policies and procedures as set forth in the Declaration Article 15 Section 2, and as further clarified in Article 1, Section 3 of this document.

#### 5) ENFORCEMENT EXPENSES

- a) All expenses incurred by Grand Firs Homeowners Association, including all legal and collection costs, will be assessed to the Lot whose member is in violation.
- b) All expenses, fees, reimbursements, or other monies owed to the HOA will accrue interest @1% per month starting 30 days after the due date on initial invoice. This interest mirrors the allowed interest on late annual assessments. Homeowner will be charged \$10 per notice, after the due date, unless they are current on a payment plan.

#### 6) REJECTION OF COMPLAINTS

- a) The Board of Directors or Managing Agent reserves the right to reject any complaint if:
  - i) It is of a frivolous nature;
  - ii) Its intent appears to be harassment;
  - iii) It is vague and lacking in necessary concrete details.
  - iv) It is reported anonymously

#### 7) VIOLATION FORGIVENESS

- a) If a homeowner has a violation and does not have a repeat violation of the same rule within a two (2) year period from the last violation, all violations of said section shall be forgiven and forever stricken from their file. If a fine has been imposed, the homeowner is still responsible for payment of the fine after forgiveness per this section. The fine shall include the fine, all interest, and all other fees, until paid in full. Interest and fees will continue accruing until paid in full.

**ARTICLE 2**  
**ASSESSMENTS AND COLLECTIONS**

**1) DELINQUENT ASSESSMENTS**

- a) The due date for all assessments is 1<sup>st</sup> of January of each year. Homeowners must pay the amount in full when the assessment is due unless other payment arrangements are approved by the Board of Directors—all requests for payment arrangements must be made in writing and must be made before the Assessment is considered late.
- b) Any Assessment not received within thirty days is delinquent and subject to a late charge.
- c) For each delinquent account, the Managing Agent/Board will mail the member a notice of delinquency including the amount of the delinquent payment.
  - i) The Association will send at least one (1) notice by certified and regular mail warning that a lien will be filed against the property if payment is not received.
- d) The Managing Agent/Board of Directors will review all accounts delinquent two or more months and will authorize special collection procedures, including but not limited to:
  - i) Submitting to legal counsel and/or collection agency
  - ii) Filing a lien and adding cost of legal fees to account
  - iii) Filing a personal judgment and pursuing garnishment of wages.
  - iv) Filing a complaint in the courts
  - v) Foreclosing on the lien

**2) LATE CHARGES**

- a) Annual assessments, unpaid when due, will be assessed interest in accordance with the Declaration, Article 6 Section 11, Effect of Nonpayment of Assessments; Remedies of Association.
- b) Reminders/notices after the due date will accrue a fee of \$10 per notice to cover costs which will be added to the assessment and accrue interest at the same rate as the late assessment. Payments made will first be applied to late fees and interest before being applied to principle balance of the assessment.
- c) The procedure to collect unpaid late charges will be the same as specified above in Section 1, "Delinquent Assessments."

### 3) COLLECTION EXPENSE

- a) All expenses incurred by the Association including all legal costs, fees of collection agencies, and fees to release a lien, will be assessed to the unit owner, and further are subject to all the provisions of this Article.

### 4) WAIVER OF COLLECTION PROCEDURES

- a) The Board of Directors reserves the right to waive these procedures when a member notifies the Board that a special hardship exists and the Board agrees in writing to waive these procedures for a specified period of time.

### 5) APPLICATION OF PAYMENTS

- a) Payments made will be applied to monies owed in the following order of precedence no matter what the Lot Owner writes on their payment:
  - ii) Community System (if applicable for that lot owner)
  - iii) Fees, fines, interest, late charges, collection fees, or any other monies owed to the HOA, not including assessments (i.e. annual assessments, capital assessments, etc...)
  - iv) Assessments (Lot Owner is not considered in good standing and will have voting rights suspended until all assessments have been paid per CC&R Section 6.12)

## **ARTICLE 3** **GENERAL RULES**

### 1) RESPONSIBILITIES OF GRAND FIRS HOMEOWNERS ASSOCIATION MEMBERS

- a) Each member is responsible for the activities and conduct of their household members, tenants, guests and pets, including compliance with the Declaration and its Amendments, the Bylaws, and this Good Neighbor Policy.

### 2) EXCESSIVE SOUND OR NOISE

- a) Unusually loud sound or noise from a lot that is easily transmitted beyond that lot to another lot or any common area is excessive and is not permitted. A special effort should be made to avoid excessive noises between the hours of 10:00 p.m. and 8:00 am.



### 3) OUTSIDE APPEARANCE

- a) Screen/storm doors visible from the front of the house shall be kept clean and in operable condition.
- b) Seasonal decorations shall be placed no more than thirty (30) days prior to the Holiday and shall be removed no later than thirty (30) days after the Holiday.
- c) "FOR SALE OR FOR RENT" signs will be permitted as referenced in the Declaration Article 10 Section 17. The signs may be no more than two (2) square feet. No other signs of any kind may be placed on the property with prior written approval from the Board (except for small signs identifying the Owner and address of the Lot). No signs of any kind shall be placed in the common areas without prior written approval from the board.
- d) Basketball hoops must be stored out of view when not in use—they may not be left on the sidewalk or next to the street. During the months of May through September owners may leave their basketball hoops out as long as they are not on the sidewalk or in the street and are used regularly.
- e) Residents will maintain their lot and any building or improvements located on the property at all times as described in Article 7 Section 2 of the Declaration. This includes, but is not limited to, exterior paint, gutters, windows, doors, siding and any other exterior improvements.
- f) All Residents shall obtain prior approval of the Architectural Control Committee, as stated in the Declaration Article 9, Architectural and Landscape Control, for any lot improvement including structural additions and all other outside improvements whether listed in this section or not.

### 4) LANDSCAPING

- a) Residents will maintain neat and complimentary landscaping. This includes maintaining a weed-controlled grass no higher than five (5) inches, and lawns should be watered regularly to maintain a green appearance (unless water restrictions are imposed by the local municipal, county or state government).
- b) Flower or shrubbery beds shall be maintained so as to stay weed-free.

## 5) GARBAGE AND GARBAGE CONTAINERS

- a) All garbage, trash, and waste items will be appropriately packaged and placed inside a garbage container.
- b) Garbage, trash or other waste items placed next to the container will be so placed only in the evening prior or on the day of pick up. Containers must be removed and stored on the same day following pick up. Garbage and recycle containers are to be stored in the garage or out of view from the street.
- c) Dumping of garbage, landscaping materials or other debris in vacant lots or common areas is prohibited.

## 6) MOVING IN AND OUT OF A LOT

- a) Homeowners are responsible for any and all damages to the common areas and Public Right of Way including, but not limited to, plants, landscaping, recreational facilities, mail boxes, street lights, sidewalks, and driveway approaches that are caused by the moving process.

## 7) COMMON AREAS

- a) Members will be financially responsible for any damage done to the common areas by household members, tenants, guests and pets.
- b) No motorized or non-motorized vehicles in excess of 100lbs. or personal property such as firewood, basketball hoops, etc... (for any period of time), personal property such as scooters, bicycles, footballs, etc... (not to exceed 24 hours) will be allowed on parks or tracts. Any items found to be on common areas in violation of this rule may be removed immediately, at the discretion of the board, and a fine of \$125 for the first offense, \$250 for the second offense, will be sent to the owner along with any fees for disposal.
- c) Unlicensed motorized vehicles (i.e. ATV's, dirt bikes, motorcycles, etc.) shall not be driven anywhere within the community—this includes sidewalks, roads, and all other common areas. Unlicensed vehicles does not include golf carts, pursuant to RCW 46.04.320, which may be driven on roads and driveways ONLY.
- d) No owner, guest, tenant, or any other person or entity may block access on any road or common area, unless accessing a driveway for less than 5 minutes, without expressed written permission from the board.
- e) All parks and all tracts are closed at dusk to everyone, unless expressly authorized by the board.

- f) No person(s) are allowed to post signs in the Common Areas without the consent of the board, aside from a garage sale sign for the weekend which can be posted seven (7) days prior and must be removed at the end of the last day.

#### **ARTICLE 4**

#### **OWNERS, LANDLORDS AND TENANTS**

##### **1) FULL RESPONSIBILITY OF OWNERS AS LANDLORDS**

- a) Any Grand Firs Homeowners Association member who leases or rents their lot to others retains full responsibility for the tenants' actions, including, but not limited to:
  - i) Use, maintenance, and care of the lot.
  - ii) The activities, conduct and compliance with the Good Neighbor Policy by any tenants, tenant's household members (i.e. children, dependents, teenagers etc), pets and guests.
  - iii) Any property damage arising from any acts by any tenants, tenant's household members, pets or guests.
  - iv) Informing tenants of the Good Neighbor Policy and the CC&R's.

##### **2) ENFORCEMENT**

- a) The member (lot owner) will ensure the tenant's compliance with the Declaration and its Amendments, the Bylaws, and this Good Neighbor Policy, and all applicable laws.
- b) In the event the member (unit owner) cannot or will not enforce the rules, the Managing Agent and the Board of Directors will enforce them according to the Article 1 of this Good Neighbor Policy.
- c) All fines and other enforcement expenses will be assessed against the member who owns the lot in which the tenant resides.

## ARTICLE 5

### PETS

#### 1) GENERAL

- a) Only household pets will be permitted on lots unless legal documentation is presented to the Board of Directors that any animal not listed above is a registered service or companion animal. Additionally, no reptiles may be kept on the premises per Article 10 Section 22 of the Declaration.
- b) All pets (i.e. dogs, cats, etc.) are to be on leashes and supervised when outside of the confines of the Owner's lot. No pets shall be left leashed to trees, shrubs, street light poles, or other natural or man-made features of the common areas and the Public Right of Way.
- c) Any pet attacking a person or another pet shall be subject to immediate removal by Pierce County authorities.
- d) Pet owners must control barking or any other frequent, repetitive noises from pets that interfere with the peace and comfort of their neighboring residents.
- e) Pet owners will immediately remove pet feces from their property, neighbors' yards, and all common areas and Public Right of Way if said owner's animal commits waste on any location within the Grand Firs Homeowner's Association.

#### 2) ENFORCEMENT

- a) After three (3) complaints any animal deemed a nuisance or a hazard, by decision of the Board of Directors or Managing Agent, shall be reported to Pierce County Animal Control.
- b) The owner of a pet is financially responsible for any damage done by the pet to the common areas and the Public Right of Way.
- c) Pet owners not picking up their pet's feces will be subject to the Enforcement Procedures as listed in Article 1 of this Good Neighbor Policy.

**ARTICLE 6**  
**VEHICLES AND PARKING**

1) GENERAL

- a) Dirt bikes, ATVs or other off-road vehicles are not permitted to be driven within Grand Firs community.

2) VEHICLES AND PARKING

- a) Vehicles and trailers not behind a 6' tall cedar fence are not permitted to be on unpaved areas or areas not made of hard surface concrete. Operable vehicles are permitted to park on the street so long as they do not block or impede traffic, are not double parked, and do not block access to the driveways of other Lots. All vehicles parked in the road shall be parallel to the curb. All other vehicles shall be parked in garages or on hard surface concrete driveways and in accordance with the CC&R's. If a homeowner refuses to remove the vehicle in violation, or the board does not know who the owner of the vehicle in violation is, both the board and the ACC have the power to remove the vehicle at the Owner's expense at any time 24-hours after the posting of an intent to tow notice conspicuously on the vehicle, and the Owner is subject to all collection process.
- b) Sidewalk Parking: Homeowners may park across a sidewalk so long as it does not force a pedestrian to walk in the road, on the grass or landscaping, or on the residence side of the sidewalk to walk around the object.
- c) Homeowners are strongly encouraged to park in their driveways at every opportunity to help keep congestion on the road to a minimum.
- d) Homeowners are to ensure their guests comply with the vehicle rules of this Article 6.
- e) Vehicles dripping oil, gas, or other fluids must be removed or repaired immediately, and the vehicle's owner must immediately clean up the damaged area to prevent permanent damage to the asphalt or sidewalk concrete.
  - i) If damage is caused by a vehicle in disrepair the owner responsible will be charged for the repair costs—if damage is caused by a tenant of a rental unit the owner will be responsible for the repair costs.
- f) Recreational vehicles can only be stored on the lot if they are screened from view (i.e. in the garage or behind the fence) and have written approval from the ACC.

- g) Owners who store their RV off-site can park it in an unscreened area, not in the road, for twenty-four (24) hours for the purpose of loading, unloading and cleaning.
- h) Owners with guests visiting that intend to stay in a camper, trailer or other form of recreational vehicle, may request permission from the ACC to park the vehicle in public view for a time period not to exceed seventy-two (72) hours.
- i) No repair or dismantling of any automobile, motorcycle, other vehicle or equipment shall be conducted in open view or within the Association except within the lot's garage. The garage door should be closed during repairs unless dealing with possibly noxious fumes.

## **ARTICLE 7**

### **SEVERABILITY**

#### 1) GENERAL

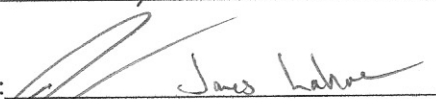
- a) If at any time, any part of this document is not in accordance with local, state law, or other law, or is invalidated by judgement or court order, that section is considered amended only to the extent to make it legal and shall not affect any other provisions included in this Good Neighbor Policy which shall remain in full force and effect.

IN WITNESS THERETO, we, being the majority of the Directors the Grand Firs Home Owners Association have hereunto set our hands on the date(s) indicated below to adopt this Good Neighbor Policy to replace the previous policy and all amendments thereto:

Name:   
STEVEN E. CRANDALL, SR.

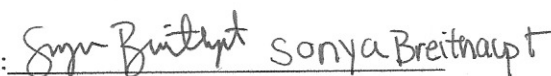
Position: PRESIDENT

Date: Dec 29, 2015

Name:   
James Lahue


Position: Treasurer

Date: 12/29/15

Name:   
Sonya Breithaupt

Position: \_\_\_\_\_

Date: 12/29/15

Name:   
Gregory Butler


Position: Director

Date: 12/29/15

Name:   
JAMES A. LOPEZ

Position: Vice President

Date: 12/29/2015

Name:   
BOK

Position: Director

Date: 12/29/15