

**Eastwood Forest Homeowner's Association
(EFHOA)**

GENERAL RULES AND REGULATIONS

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Revision History:

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Introduction

In order to maintain an orderly and pleasurable living environment within Eastwood Forest, reasonable policies and regulations must be established and enforced. This Manual provides information regarding those policies and regulations as determined by resolution of the Board of Directors for the benefit of all property owners, residents and guests within the Development, and in

(A) Use of the common areas by Owners, Renters, Guests and other Occupants, and hereinafter referred to as "Occupants".

(8) The conduct of such persons in the common areas.

(C) Guidance on such use, conduct or actions which would adversely affect the areas of the Development or its appearance or offend or endanger occupants or their guests.

The Rules and Regulations set forth in this Manual are enacted under the authority given the Board of Directors of Eastwood Forest Homeowners Association as set forth in Article IX, Section k Promulgation of Rules, of the Declaration of Covenants, Conditions and Restrictions dated September 12, 1991.

A copy of these Rules and Regulations will be delivered to each present and future Occupant either personally or by mail. The owner of each home (and/or the owners authorized agent) shall have the responsibility to inform renters, occupants and guests of the provisions of these Rules and Regulations.

These Rules and Regulations will be binding on all Occupants and their guests, and will be enforceable to the same extent as if they were specifically set forth as provisions of the Declaration of Covenants, Conditions and Restrictions. Such provisions may be enforced by any homeowner and/or Board of Directors by all appropriate legal proceedings, including but not limited to, by injunction, eviction (in the case of renters), abatement of nuisance, and damages.

These Rules and Regulations will be reviewed from time to time by the Board Directors, and republished if any changes are made. Any such change to these Rules and Regulations shall become effective upon being placed in the mail, postage prepaid, addressed to the last known address of each homeowner of the Associations. Notice given to the owner of a home shall also be notice to that home's residents, tenants and/or guests.

1.0 Scope

The following Rules and Regulations are a supplement to Eastwood Forest's Bylaws and Covenants, Conditions and Restrictions (CC&Rs) to be used by the Board of Directors and Homeowners for specific actions and consequences for violations of the CC&Rs.

- 1.1 The creation of Rules and Regulations is an evolutionary process which may require change as the Rules are applied.
- 1.2 Change(s) to this document are made only by the Board of Directors.
- 1.3 Any change(s) to this document will be furnished in writing to the owners immediately after its adoption.

2.0 Reference Documents

TABLE 1 - REFERENCE DOCUMENTS

Document	Reference Number
Eastwood Forest Covenants, Conditions and Restrictions (CC&Rs)	9109121107
Eastwood Forest Bylaws	9083.020 9/3/91
Architectural Guidelines and Design Review Process	EFAG-w97.doc
Washington State Codes	
City of Maple Valley Codes	
King County Codes	

3.0 Collection of Annual Assessments

- 3.1 The annual assessment is due by the 31st of January each year.
 - 3.1.1 The annual assessment is to be sent to Windermere Property Management, 13106 SE 240th St., Suite 130, Kent, WA 98031.
- 3.2 A fee of 12% interest is added to the assessment for each year the dues are late. This interest will accrue monthly. (CC&Rs Article VIII Section 8, page 12).
- 3.3 A past due statement will be sent in February to notify the appropriate homeowners of delinquency.
- 3.4 A FINAL notice will be sent in March to those homeowners who are still delinquent.
- 3.5 In April a NOTICE OF DELINQUENT ASSESSMENTS will be sent certified and regular mail. If the dues are not paid within 14 days of receipt of the certified notice a lien will be placed on the lot(s).

4.0 **Filing Complaints**

- 4.1 Owners and/or residents who observe any violation of the Covenants, Conditions and Restrictions (CC&Rs) should report the violation to the management company in writing.

- 4.1.1 Windermere Property Management can be reached at 13106 SE 240th St. Suite 103, Kent, WA 98031

- 4.1.2 Notification should detail the facts of the situation and the CC&R that is being violated (if known).

5.0 **Handling of Complaints**

- 5.1 Windermere Property Management will handle routine violations. The property manager will then forward a copy of the complaint and any action taken to each Board member within 3 business days.

- 5.2 The Board of Directors will investigate the claims made and render a decision and/or course of action at the next scheduled meeting of the Board.

- 5.3 In the case of an emergency or harmful situation, the Board of Directors will confer by telephone and render a decision and/or course of action immediately.

- 5.3.1 If the Board finds the respondent to be in violation of the CC&Rs a certified letter will be mailed detailing the violation, the applicable CC&R and course of action required to remedy the situation.

- 5.3.2 Failure by the respondent to remedy the violation within thirty (30) days will result in fines as described in Section 6.

- 5.4 If respondent believes the claim to be false, he/she should contact Windermere Property Management in writing within 14 days of receipt of the Board's letter for action.

- 5.4.1 The respondent may request a hearing as described in Section 7.2.

- 5.4.2 The Board may choose to investigate the claim further or may request a hearing as described in Section 7.2.

6.0 **Schedule of Fines**

- 6.1 **Minor Infractions**. Minor infractions of the Rules, Bylaws, and/or the CC&Rs may include but are not limited to: noise and/or smell from pets, or trash cans not hidden from sight of the street. (CC&R Article XII Section 9, page 22)

- 6.1.1 First Violation. The violator(s) will be notified by certified letter from Windermere Property Management describing the violation, the applicable CC&R and a course of action to be taken.

- 6.1.2 Second Violation - \$25 Fine. If the violation is not corrected within 14 days of receipt of notice, a certified letter will be sent along with notification of an assessed fine of \$25.00.

6.1.3 **Continuing Violations** -\$25 Increase per Month. For each thirty (30) day period during which the violation remains uncorrected, the fine will be increased an additional \$25.00.

6.2 **Intermediate Infractions**. Intermediate infractions of the Rules, Bylaws, and/or the CC&Rs may include but are not limited to: extended parking of cars and/or RVs in the driveway, or failure to request Board approval of architectural plans.

6.2.1 **First Violation**. The violator(s) will be notified by certified letter from Windermere Property Management describing the violation, the applicable CC&R and a course of action to be taken.

6.2.2 **Second Violation** --\$50 Fine. If a violation is not corrected within fourteen (14) days of receipt of notice, a certified letter will be sent along with notification of an assessed fine of \$50.00.

6.2.3 **Continuing Violations** -\$50 Increase per Month. For each thirty (30) day period during which the violation remains uncorrected, the fine will be increased an additional \$50.00.

6.3 **Severe Infractions**. Severe infractions of the Rules, Bylaws, and/or the CC&Rs may include but are not limited to: continuation of architectural projects disapproved by the Committee and/or prohibited by the CC&Rs, conditions which present serious safety or environmental hazards to the community.

6.3.1 **First Violation**. The violator(s) will be notified by certified letter from Windermere Property Management describing the violation, the applicable CC&R and a course of action to be taken.

6.3.2 **Second Violation - \$500 Fine**. If a violation is not corrected within fourteen (14) days of receipt of notice, a certified letter will be sent along with notification of an assessment fine of \$500.00.

6.3.3 **Continuing Violations - \$500 Increase per Month**. For each thirty (30) day period during which the violation remains uncorrected, the fine will be increased an additional \$500.00.

6.4 **Accumulation of Infractions**. If the violation continues for a period of six (6) calendar months from the date of the certified letter stating the first violation, a lien will be placed upon the home. (CC&Rs Article XVI Section 6, page 30; Article XI Section 3.e, page 17)

7.0 **Hearing Procedures**

7.1 Board of Directors to Serve as Due Process Hearing Board.

7.1.1 **Members**. The Due Process Hearing Board shall be comprised of at least three (3) and no more than five (5) members of the Board of Directors of the Association.

7.1.2 **Authority**. The Due Process Hearing Board is authorized and empowered to investigate, hear and determine all complaints concerning violations of the

CC&Rs by any owner, occupant, guest, or the Association. The Hearing Board is also authorized to impose a fine as provided in Section 6 of this document and to require the non-prevailing party to reimburse the Association for its costs, including reasonable attorney's fees, in connection with the complaint.

- 7.1.3 **Officers.** The President of the Board of Directors shall serve as Chairman of the Due Process Hearing Board. In the event that the President is unable to serve the Vice President shall serve as the Chairman of the Hearing Board.

7.2 **Request for Due Process Hearing**

- 7.2.1 **Claimant.** If the remedy for the violation cited in Sections 4 and 5, are not to the claimants specifications a hearing may be requested.
- 7.2.2 **Respondent.** If the respondent feels the claim made against him/her is not valid, this individual may request a hearing.
- 7.2.3 **Homeowners.** Any homeowner may request a hearing when a disagreement over a Board or Committee decision occurs.
- 7.2.4 **Board of Directors.** The Board may at any time request a hearing concerning a violation of the CC&Rs.
- 7.2.5 **Architectural Committee.** The Committee may request a hearing when a decision is being questioned.
- 7.2.6 **Requests Made.** All requests for a hearing must be made in writing to Windermere Property Management. The request should state why the Hearing should take place.

7.3 **Due Process Hearing Procedure**

- 7.3.1 **Date for Hearing.** The Due Process Hearing Board will respond to each hearing request within thirty (30) days after receiving the written request by scheduling a hearing.
- 7.3.1.1 The date of the hearing will be not less than ten (10) days and not more than fifty (50) days from the receipt of the request for a Hearing.
(CC&Rs Article VIII Section 5, page 12)
- 7.3.1.2 If the date of the hearing is not acceptable the parties have ten (10) days from receipt of notice to request a new hearing date.
- 7.3.1.3 Only in cases of emergency will a hearing be rescheduled after the ten (10) days. The Hearing Board will determine the acceptability of the emergency.
- 7.3.2 **Cancellation.** Either party involved in the hearing may cancel a hearing one (1) time up to ten (10) days prior to the hearing date.
- 7.3.3 **Parties at the Hearing.** The hearing will be attended by the Due Process Hearing Board as described in Section 7.1, the complaining party, the party requesting the hearing, and any witnesses or other persons who may have an interest in the hearing.
- 7.3.3.1 Each party has the right to representation by counsel at his/her own expense.

- 7.3.3.2 Due to the limitations of space or the issue to be discussed, attendance may be restricted to involved parties, witnesses, and counsel.
- 7.3.3.3 The Hearing Board reserves the right to retire to executive session to discuss the issues.

7.3.4 **Procedure at the Hearing.** The hearing will be a formal meeting with a Chairman as described in Section 7.1.3. At the beginning of the hearing the Chairman will explain the rules and procedures by which the hearing is to be conducted.

- 7.3.4.1 Both sides will present evidence, witnesses and testimony regarding the complaint without interruption.
- 7.3.4.2 Either party may make a claim in writing to the Hearing Board instead of being present at the hearing. Note: This will preclude the Hearing Board from asking relevant or clarifying questions prior to rendering a decision.
- 7.3.4.3 The Hearing Board may expel any person from any hearing for improper, disorderly or contemptuous conduct.
- 7.3.4.4 Detailed minutes will be kept.

7.3.5 **Default.** If either party concerned in the claim fails to appear for reasons other than an emergency, the Hearing Board will base their findings on whatever evidence is presented at the hearing, regardless of that party's presence.

7.3.6 **Decision.** The Hearing board will notify all parties concerned of its decision within thirty (30) days of the hearing. The decision will be in writing and will include findings of fact and the conclusions based on cited rules. The decision will be entered in the Association's minute books and become a permanent part of the Association's records.

8.0 **Enforcement of Rules and Regulations**

8.1. Failure to comply with a provision of the Rules, the Bylaws and/or the CC&Rs of Eastwood Forest or a decision of the Board of Directors will be grounds for an action to recover money due for damages including but not limited to: fines levied by the Board and legal costs incurred by the Association. Such failure shall further be sufficient grounds for the issuance of injunctive relief in such an action.

8.2 If the Board of Directors fails or refuses, after demand by an aggrieved homeowner, to take appropriate action to enforce compliance with any provision of the Governing Documents, any Board decision or any Hearing Board decision, an aggrieved owner on his/her own may maintain an action for damages and/or injunctive relief against the party (a homeowner or the Association) for failing to comply.

8.3 In any action brought by the Association, the Board or a homeowner as provided in this Section, the prevailing party shall be entitled to recover attorney's fees incurred in connection with the action. (CC&Rs XVI Section 5, page 29)

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