

# **RULES & REGULATIONS OF WESTWAY HOMEOWNERS' ASSOCIATION**

The following are the Rules and Regulations for the Association adopted by the officers and members of the Board of Directors indicated below, pursuant to the authority granted to the Association in the Revised Code of Washington 64.38.020(1) and all other statutes and laws applicable. These Rules are intended to incorporate and 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 other governing documents of the Association, the provisions of the other governing documents will supersede and apply.

We live and interact fairly closely with our fellow residents. Common courtesy dictates that our actions not infringe on or impair the rights and quality of life of other residents. 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, needs to abide by the standards of the community and comply strictly with the Declaration, Bylaws and these Rules which will promote the harmony and cooperative purpose of the community, and our quality of life, as well as enhance and protect the value and marketability of all our homes. Each Owner is fully responsible for conduct of and the compliance by their family members, guests, Tenants, Tenants' guests, and other occupants of the Owner's property while they are within the community, which includes that which occurs on and off of Owners' lots.

Most of these Rules are based upon the Federal Way Revised Code and the Revised Code of Washington. The Association intends to uphold Rules and Regulations reflecting existing laws of the State of Washington and the City of Federal Way as well as the original Westway Declaration.

## **I. Motor Vehicle Speed:**

The City of Federal Way has declared that the maximum speed limit on any street or cul-de-sac in the Westway neighborhood is twenty (20) miles per hour. This is the reasonable and safe maximum speed limit to be effective at all times. No person shall operate a motor vehicle in excess of twenty (20) miles per hour.

## **II. Firearms and Dangerous Weapons:**

It is a violation of these Rules for any Owner, Owner's guest, Tenant, or Tenant's guest to carry, exhibit, display, or draw any firearm, dagger, sword, knife or other cutting or stabbing instrument, club, or any other weapon apparently capable of producing bodily harm, in a manner, under circumstances, and at a time and place that either manifests an intent to intimidate another or that warrants alarm for the safety of other persons.

### **III. Public Disturbance Noise:**

It is a violation of these Rules for any person to cause, or for any person in possession of property to allow to originate from that property, sound that is a public disturbance noise. The following sounds are public disturbance noises:

- (1) The frequent, repetitive or continuous sounding of any horn or siren attached to a motor vehicle, except as a warning of danger or as specifically permitted or required by law.
- (2) The creation of frequent, repetitive or continuous sounds in connection with the starting, operation, repair, rebuilding or testing of any motor vehicle, motorcycle, off-highway vehicle or internal combustion engine within a residential district, so as to unreasonably disturb or interfere with the peace and comfort of Owners or possessors of real property.
- (3) Yelling, shouting, whistling or singing on or near the public streets, particularly between the hours of 10:00 p.m. and 8:00 a.m. or at any time and place as to unreasonably disturb or interfere with the peace and comfort of Owners or possessors of real property.
- (4) The creation of frequent, repetitive or continuous sounds which emanate from any building, structure, apartment or condominium, which unreasonably disturbs or interferes with the peace and comfort of Owners or possessors of real property, such as sounds from musical instruments, audio sound systems, band sessions or social gatherings.
- (5) Sound from motor vehicle audio sound systems, such as tape players, radios and compact disc players, operated at a volume so as to be audible greater than 50 feet from the vehicle itself.
- (6) Sound from portable audio equipment, such as tape players, radios, and compact disc players, operated at a volume so as to be audible greater than 50 feet from the source, and if not operated upon the property of the operator.
- (7) The squealing, screeching or other such sounds from motor vehicle tires in contact with the ground or other roadway surface because of rapid acceleration, braking or excessive speed around corners or because of such other reason; provided, that sounds which result from actions which are necessary to avoid danger shall be exempt from this section.
- (8) Sounds originating from construction sites, including but not limited to sounds from construction equipment, power tools and hammering between the hours of 8:00 p.m. and 7:00 a.m. on weekdays and 8:00 p.m. and 9:00 a.m. on weekends.
- (9) Sounds originating from residential property relating to temporary projects for the maintenance or repair of horns, grounds and appurtenances, including but not limited to sounds from lawnmowers, powered hand tools, and composters, between the hours of 10:00 p.m. and 7:00 a.m. on weekdays and 10:00 p.m. and 9:00 a.m. on weekends.

#### **IV. Specific Public Nuisances:**

The following specific acts, omissions, places, conditions, and things, including those that create, maintain, use, cause, allow, or permit to exist or remain on any public or private property any of the following specific acts, omissions, places, conditions, and things, are hereby declared to be public nuisances:

- (1) Making, causing, or permitting to be made discordant and unnecessary noise of any kind which annoys any significant number of persons lawfully in the immediate area, whether by means of any speaker or other sound-amplifying device, horn, or other mechanical device; or by outcry, loud speaking, singing; or by any other means;
- (2) Animal parts, manure, excreta, or wastes which are improperly handled, contained, or removed from a premises; placed in any street; or allowed to become putrid, offensive, and injurious to the public health;
- (3) Any poisonous material or thing on any property, placed so as to be dangerous to any person or domesticated animal;
- (4) Storing of flammable junk on any property, including but not limited to old rags, rope, cordage, rubber, boxes, or paper, unless it is in a building of fireproof construction;
- (5) Burning or disposal of refuse, sawdust, or other material in such a manner as to cause or permit ashes, sawdust, soot, or cinders to be cast upon the streets of the city, or to cause or permit the smoke, ashes, soot, or gases arising from such burning to become annoying or to injure or endanger the health, comfort, or repose of persons;
- (6) Filthy, littered, trash-covered, or overgrown premises or abutting street rights-of-way for which a property Owner is responsible, including, but not limited to:
  - (a) Storing outside a completely enclosed building litter, junk, or cut brush or wood including dead or decaying plant material except as contained in a compost pile or orderly stacked firewood if cut in lengths of four feet or less, or items that threaten public health, safety or welfare;
  - (b) All unused, abandoned or discarded refrigerators, ice boxes or like containers which are left in any place exposed or accessible to children, whether such is outside any building or dwelling or within any unoccupied or abandoned building, dwelling or other structure;
- (7) Any unsightly, abandoned, or deteriorated structure; any unsightly images thereon; any structure constructed with inappropriate materials or improperly fastened together or anchored against the forces of nature; any screening which is in a falling, decayed, dilapidated, or unsafe condition; any structure where construction was commenced and the structure was left unfinished; or any structure that has been constructed or modified without permits or which is otherwise in violation of city ordinance;
- (8) Personal property left in the public right-of-way of any road or alley, including but not limited to any personal and household items, furniture, appliances, machinery, equipment, building materials; and the abandonment or allowing the abandonment of property in any public right-of-way;

- (9) The parking or storage of vehicles on single-family residential lots in violation of the City of Federal Way parking regulations;
- (10) To obstruct, impede, or encroach upon, without legal authority, the use of any right-of-way, street, private way, or public area, or to unlawfully obstruct or impede the flow of passenger traffic;
- (11) Anything meeting the definition of a public nuisance under these Rules.

**V. Noxious Odors:**

Any odor which injures, endangers the comfort, repose, health or safety of person on abutting properties or streets, or in any way renders persons insecure in life or in the use of abutting properties or streets is a violation of these Rules.

**VI. Malicious Mischief:**

Whether adult or child, a person is guilty of malicious mischief if he or she either knowingly and maliciously causes physical damage to the property of another; or writes, paints, or draws any inscription, figure, or mark of any type on any building or other structure or any real or personal property owned by any other person unless the person has obtained the express permission of the owner or operator of the property.

**VII. Drug-Related Loitering:**

- (1) It is a violation of these Rules for any person to loiter in or near any thoroughfare, place open to the public, or near any public or private place in a manner and under circumstances manifesting the intent to engage in drug-related activity contrary to any of the provisions of Chapter 69.41, 69.50, or 69.52 RCW.
- (2) Among circumstances which may be considered to determine whether such intent is manifested are:
  - (a) Such person is known to use, possess, or sell illegal drugs. For purposes of this title, a *“person known to use, possess, or sell illegal drugs”* is a person who has been convicted in any court within this state of any violation involving the use, possession or sale of any of the substances referred to in Chapters 69.41, 69.50, and 69.52 RCW, or substantially similar laws of any political subdivision of this state or of any other state; or a person who displays physical characteristics of drug intoxication or usage, such as “needle tracks”; or a person who possesses drug paraphernalia as defined in FWRC [6.10.050](#);
  - (b) Such person behaves in such a manner as to raise a reasonable suspicion that he or she is about to engage in or is engaged in an unlawful drug-related activity, including but not limited to acting as a “lookout”;
  - (c) Such person is physically identified by the officer as a member of a “gang” or association which has as its purpose illegal drug activity;
  - (d) Such person transfers small objects or packages for currency in a furtive fashion;
  - (e) Such person takes flight upon the appearance of a police officer;

- (f) Such person manifestly endeavors to conceal himself or herself or any object which reasonably could be involved in an unlawful drug-related activity;
- (g) The area or premises involved is known by law enforcement to be an area of unlawful drug use and trafficking, known either by public reputation or by reports to law enforcement of suspected drug activity pursuant to Chapter 69.52 RCW;
- (h) Any vehicle involved is registered to a person known to use, possess or sell illegal drugs, or a person for whom there is an outstanding warrant for a crime involving drug-related activity.

**VIII. Drug-Related Vehicle Activity:**

It is a violation of these Rules for any Owner to allow regular or frequent vehicle traffic carrying non-residents to the Owner's home(s). Any such vehicle traffic shall be construed as being drug-related.

**IX. Junk and Junkyards:**

It is a violation of these Rules to accumulate junk, or for a property Owner or the person in control of property to allow junk, junked, or inoperable vehicles to accumulate on the property, or to operate or maintain a junkyard on the property.

**X. Dogs or Other Pets or Domestic Animals:**

- (1) Dogs or other pets or domestic animals outside of a dwelling or fenced yard must be kept on a leash no greater than 20 feet in length, and under control at all times.
- (2) Any person whose dog or other pet is in any park area shall be responsible for the conduct of the animal and for removing feces deposited by such animal from the park area.
- (3) Ownership or possession of a potentially dangerous dog or a dangerous dog within the Westway development is prohibited.
  - (a) "Potentially dangerous dog" means any dog that when unprovoked: (a) Inflicts bites on a human or a domestic animal either on public or private property, or (b) chases or approaches a person upon the streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack, or (c) any dog or breed with a known propensity, tendency, or disposition to attack unprovoked, to cause injury, or to cause injury or otherwise to threaten the safety of humans or domestic animals.
  - (b) "Dangerous dog" means any dog that (i) inflicts injury on a human being without provocation on public or private property, (ii) kills a domestic animal without provocation while the dog is off the Owner's property, or (iii) has been previously found to be potentially dangerous because of injury inflicted on a human, the Owner having received notice of such and the dog again aggressively bites, attacks, or endangers the safety of humans.

**XI. Business or Commercial Use of Property:**

No trade, craft, business, profession, commercial or manufacturing enterprise or business or commercial activity of any kind shall be conducted or carried on upon any residential lot, or within any building located on a residential lot.

**XII. Annoyance and Nuisance:**

Nothing shall be done on a residential lot which may be or may become an annoyance or nuisance to the neighborhood.

**XIII. Rentals - Information and Related Requirements:**

13.1 The Board has discussed the special issues posed by Tenants/non-Owners residing in the community, regarding their knowledge of and compliance with the CCRs, and the provisions of other governing documents including Rules & Regulations. Experience and investigation has led to the conclusion that many Owners, and realtors as property managers, may not be providing copies of the Association's governing documents to prospective and actual tenants or even informing them that they exist. This causes confusion and inadvertent non-compliance by Tenants, and problems for the Association that might be avoided easily. Furthermore, some Owners do not inform the Association they are renting out their house(s), or do not provide the Association any information about their Tenants, so the Association experiences difficulty in communicating with the Owner and/or the Tenant about Association questions or issues.

In the interest of ensuring the Association has adequate information with which to communicate with Owners and their Tenants about Association issues, and to enhance the Association's ability to communicate regarding occupants'/Tenants' compliance with the provisions of governing documents, this Rule is adopted regarding Owners who rent out their homes, and their Tenants.

All Owners who rent or who are considering renting their home, and all Tenants and occupants of any home, whether paying rent or not, are subject to this Rule, including where Owner rents to a family member.

13.2 Owner to provide governing documents to Tenant. At or before the time a lease agreement is signed between Owner and Tenant(s), Owner or Owner's agent will provide copies of the Covenants, and all Policies and Rules & Regulations of the Association (hereafter collectively the "governing documents"), and any amendments to them, to the Tenant(s). It is understood that Tenant(s) will be responsible for complying with all policies, rules and regulations of the Association and should be encouraged to read these documents. **Owners will be held responsible for violations or non-compliance by their Tenants, Tenants' family members, and Tenants' guests.**

Copies of the governing documents may be obtained by contacting the Westway Homeowners' Association, website address at [www.westwayhoa.com](http://www.westwayhoa.com), email address at [westwaypresident1@yahoo.com](mailto:westwaypresident1@yahoo.com), or by mailing the post office box located at P.O. Box 26701, Federal Way, WA 98093.

13.3 Required lease agreement/provisions. An Owner intending to rent out his home will include specific written provisions in the lease to be signed by Tenant, binding on Tenant, his family members, and his guests (collectively "Tenant") providing for the following:

- (a) Tenant acknowledges being aware of the Association's governing documents;
- (b) Tenant understands and acknowledges that Tenant is fully subject to the Association's governing documents and must comply with them in all respects; and
- (c) If Tenant fails to comply with any provisions of the governing documents it will be considered a material breach or default of the lease agreement, and could be reason for eviction.

All Owners with an existing unexpired written term lease agreement in place must comply with the above provisions at the time of any renewal or extension of such existing lease, or when Owner leases to another or different Tenant, whichever first occurs. In the course of leasing a home to a Tenant, Owner or Owner's agent will inform Tenant that these provisions are contained in the lease agreement.

13.4 Existing leases. All Owners with existing leases/Tenants at the time this Rule is adopted must comply with Section 13.2, regardless of whether the Owner has rented out its home under a) an existing unexpired written term lease agreement in place, b) verbal agreement, or c) a month-to-month basis.

#### **XIV. Violation Fines:**

14.1 Introduction. Washington statute R.C.W. 64.38.020(11) provides that an Association can levy reasonable fines in accordance with a previously established schedule adopted by the Board and furnished to the Owners, for violations of the governing documents of the Association.

##### 14.2 Investigation/Notice of Violation.

- (a) Investigation: When a possible violation of the Association's governing documents (including Rules) is reported to or otherwise becomes known to the Association, it will be investigated by the Board or its designated representative(s), and a determination made as to whether a violation has actually occurred.

- (b) Notice of Violation: If a violation is found, written notice of the violation will be sent or delivered to the offending Owner. The Notice will also inform the Owner of the right to request a hearing concerning the imposition of fines, pursuant to the provisions below.
- (c) Rule - Legal Action. The Association may assess or levy fines against the Owner and the lot according to the Fine Schedule as set forth below. Additional fines may continue to be assessed while legal action is in process, if the Owner continues to violate the requirements of the governing documents. All attorneys' fees and costs shall be awarded to the prevailing party and recoverable from the losing party in any action, lawsuit or other proceeding involving the enforcement of the governing documents.

Notwithstanding anything to the contrary herein, In the Board's discretion, legal action may be taken against the violating Owner at any time after a compliance deadline is given to Owner, and nothing in these Rules is intended to waive or otherwise modify the Association's legal right(s) to take other enforcement measures in order to secure or achieve compliance.

#### 14.3 Schedule of Fines.

- (a) If any Owner or the Owner's guests, Tenants, or Tenants' guests violate any provision of these Rules, the Association may levy a fine of Fifty Dollars (\$50.00) on a per incident basis.
- (b) If the violation involves Article VI (Malicious Mischief) the Owner shall, in addition to the fine, pay for all costs of repairing the damage and/or replacing the damaged item(s).
- (c) If the violation involves
  - 1) Article IX (Junk and Junkyards),
  - 2) Article X (Dogs or Other Pets or Domestic Animals),
  - 3) Article XI (Business or Commercial Use of Property)

and the Owner does not comply after reasonable notice and within the deadline given by the Association, fines may be imposed and accrue at the rate of Twenty Dollars (\$20.00) per day until complete compliance occurs or is accomplished. Such fines may be assessed by the Association against any Owner and his/her lot, starting immediately after the notice deadline period expires without the complete and total correction of the violation(s) by the Owner within that period.



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

All fines imposed by the Association upon an Owner or Owners which remain unpaid for thirty (30) days after being invoiced to Owner shall automatically 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 King County in order to further protect its interests regarding the unpaid fine(s). The amount of the lien shall include interest, attorneys' fees, and all costs and expenses incurred by the Association in the imposition and collection of such unpaid fine(s).

14.5 Request for Hearing/Opportunity To Be Heard.

- (a) Introduction. Any Owner found by the Board to be in violation of governing documents provisions or requirements may request a hearing to offer a defense to, or to explain extenuating circumstances regarding, the imposition of fines.
- (b) Request for Hearing. Not later than fourteen (14) calendar days following issuance of Notice by the Association, the Owner must complete a written Request for Hearing, which shall be emailed or mailed or delivered to the Association. The appeal request must contain the following:
  - 1) Owner's name and address;
  - 2) Owner's reasons, basis and defense for the hearing;
  - 3) A copy of all supporting documentation;
  - 4) The name(s) of any attending witnesses or other collaborating persons;
  - 5) The Owner's signature and date on the Request for Hearing.

14.6 Hearing Procedure.

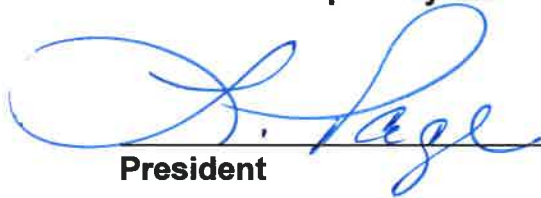
- (a) The Owner will be sent confirmation of the receipt of the Request for Hearing by the Board.
- (b) The Board will appoint and assemble a minimum of three (3) (or more at the Board's discretion) members of the Homeowner's Association and/or the Association's Board of Directors, or appoint and name a representative designated by the Board to act as a Review Board (the "Review Board") within seven (7) calendar days following receipt of a written Request for Hearing complying with the information requirements set forth above.
- (c) No later than ten (10) calendar days following the formation of the Review Board, the Review Board shall mail or deliver notice to the appellant Owner of a hearing date. The notice will provide the date, time, and location of the hearing, which is to be determined by the Review Board.

- (d) The Review Board will permit the appealing Owner up to thirty minutes to explain the circumstances of the matter and provide grounds as to why the fine should be waived, reduced or cancelled.
- (e) At the conclusion of the presentation, the hearing will adjourn, and the Review Board will review the circumstances of the Request for Hearing as presented.
- (f) Within seven (7) calendar days of the hearing, the Review Board will mail or deliver written notice to the Owner of the Review Board's decision.
- (g) If the Review Board finds in favor of the Owner, it will advise the Owner as to whether the violation and/or the fines originally imposed are reduced, modified, or waived. Any adjustment(s) shall reflect on the Owner's account the following month.
- (h) 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 as owed to the Association until paid in full, regardless of whether the violation has since been removed or corrected. In any event, if the Review Board finds against the Owner, the fines will continue to accrue until full and adequate compliance occurs by Owner.
- (i) The Association may lien the property.

**XV. Rule Enforceability:**

If any portion of these Rules 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 Directors this 12<sup>th</sup> day of April, 2016.

  
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**President**

  
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**Vice President**

  
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