

WESTWAY HOMEOWNERS' ASSOCIATION
BOARD OF DIRECTORS RESOLUTION
RE: FAIR HOUSING POLICY

At a meeting of the Board of Directors ("Board") of the Westway Homeowners' Association ("Association") held on March 8, 2022, at 6:30 p.m., held over zoom, the Board resolved as follows:

WHEREAS, Board members were sent proper notice of the meeting referenced above (or by their attendance waived notice), and a quorum of Board members were present either in person or by remote communication; and

WHEREAS, the Association is subject to the Declaration of Covenants, Conditions and Restrictions of Westway Homeowners' Association that was recorded on June 17, 1969 at King County Recording No. 6529604 and has been subsequently amended one (1) time ("Declaration"), and the Homeowners Association Act (RCW 64.38, et seq., "HOA Act"); and

WHEREAS, the Association entered into a Conciliation Agreement with HUD effective November 8, 2021 ("Conciliation Agreement"); and

WHEREAS, Section G(20), of the Conciliation Agreement requires the Association to develop and implement a fair housing policy that complies with the federal Fair Housing Act; and

WHEREAS, pursuant to Section 8 of the By-laws of Westway Homeowners Association ("Bylaws"), all agreements, contracts, or other instruments of the Association shall be executed by persons as may be designated by the Board; and

WHEREAS, Section 3, paragraph (e) of the Bylaws provides that the Board has the right and authority to amend the Rules and Regulations of the Association; and

WHEREAS, after considerable review and deliberation regarding the matters and resolutions herein, the Board believes that the following rule adopted by way of this resolution is reasonable, necessary and in the best interests of the Association.


NOW THEREFORE, the Board, after consideration and deliberation regarding the matters set forth herein, **RESOLVES** as follows:

1. The attached "Westway Homeowners' Association Fair Housing Policy" ("Policy") is hereby adopted by the Board.
2. The Policy is a rule, enforceable as one of the Association's governing documents.

3. The Policy shall be distributed to the Association Owners as set forth in the Conciliation Agreement, prior to the effective date of April 1, 2022, which shall be after mailing of the Policy.

Dated this 8th day of March, 2022.

WESTWAY HOMEOWNERS' ASSOCIATION

By: 
Catherine Tamaro
Its President

ATTEST: The above resolution was properly adopted.

By: 
Kari Bohag
Its Secretary

WESTWAY HOMEOWNERS' ASSOCIATION FAIR HOUSING POLICY

Effective Date: April 1, 2022

Westway Homeowners Association ("Association") seeks to promote reasonable use and enjoyment of the community without discrimination, including harassment, because of one's race, sex (including gender identity or expression), sexual orientation, color, religion, marital status, familial status, ancestry, disability, age, HIV infection, national origin, or any other grounds protected under the Washington Law Against Discrimination ("WLAD" or RCW 49.60), the federal Fair Housing Act, and, applicable regulations, and executive orders. In particular, the Association as an entity, its agents and employees, will not treat any person unequally because of that person's protected status under the WLAD, the federal Fair Housing Act and applicable regulations and executive orders in violation of the law:

1. In granting or withholding any approval or consent required under the Association's Rules and Regulations.
2. In drafting or enforcing, the Declaration, Bylaws, and Rules.
3. By discriminating against a person in the terms, conditions, or privileges of a real property transaction or in the furnishing of facilities or services in connection therewith.
4. Our policy also prohibits the Association, any director, manager, supervisor, or employee from retaliating in any way against an individual who reports discrimination or harassment to the Association under this policy, files a charge of discrimination/harassment or who cooperates with the investigation of such charge.
5. Any incident of discrimination or harassment should be reported by residents to a director of the Board. The Association will make every effort to promptly investigate any allegations of discrimination or harassment in as confidential a manner as possible and to take appropriate corrective action, if warranted.
6. By printing, circulating, posting, mailing, or causing to be published a statement, advertisement, or sign, or to use a form of application for real property transaction, or to make a record or inquiry in connection with a prospective real property transaction, that indicates, directly or indirectly, an intent to prefer, limit, specify, or otherwise discriminate because of a protected basis.
7. By refusing to make reasonable accommodations to the Association's Rules, policies, practices, or services when the accommodations may be necessary to afford a person with a disability equal opportunity to use and enjoyment of a housing accommodation.
8. By refusing to permit, at the expense of a person with a disability, reasonable modifications to existing premises occupied or to be occupied by the person if modifications may be necessary to afford the person full enjoyment of the premises.

9. In connection with requests of disabled occupants or visitor of the project to have animals that serve as reasonable accommodations. Reasonable restrictions or prohibitions may be imposed for controlling the animal.
10. By enforcing Association Rules about occupancy restrictions or use of the recreational facilities which might unlawfully restrict disabled persons or families with children.
11. By soliciting or requiring as a condition of engaging in a real property transaction that the buyer, renter, or lessee be tested for human immunodeficiency virus infection, the causative agent of acquired immunodeficiency syndrome.
12. By refusing to engage in a real property transaction or denying equal opportunity to use and enjoy a housing accommodation because a person with a disability uses a guide, signal or other service animal.
13. By retaliating, threatening, intimidating, interfering, or otherwise obstructing or preventing persons in the enjoyment or exercise of full and equal rights to enjoy a housing accommodation; or to aiding, inciting, or coercing another person to engage in a discriminatory practice. Our policy prohibits the Association, any director, manager, supervisor, or employee from retaliating in any way against an individual who reports discrimination or harassment to the Association under this policy, files a charge of discrimination/harassment or who cooperates with the investigation of such charge.
14. By aiding, abetting, inciting, or coercing a person to engage in a discriminatory practice.

Adopted this 8th day of March, 2022.

WESTWAY HOMEOWNERS' ASSOCIATION

By: 

Catherine Tamaro
Its President

By: 

Kari Bohag
Its Secretary

WESTWAY HOMEOWNERS' ASSOCIATION
BOARD RESOLUTION RE: PROCEDURES FOR COLLECTION OF DELINQUENT
ASSESSMENTS

At a regular meeting of the Board of Directors ("Board") of the Westway Homeowners' Association ("Association"), held on March 8, 2022 at 6:30 p.m., via zoom, the Board states as follows:

WHEREAS, a meeting of the Board of Directors was convened at the time, date and location set out above;

WHEREAS, the Association Secretary, by signing below, attests that Board members were sent notice, or waived notice in writing or by attending the meeting, and that a quorum of Board members was present either in person or by remote communication;

WHEREAS, timely payment of the Association's maintenance assessment and other charges of the Association ("Assessment") is crucial for the Association to operate effectively and efficiently. Assessments for common expenses are the obligation of every Owner and are collected to pay for things such as upkeep of the property and operations of the Association which benefit all Owners. Delinquencies can create cash flow problems which jeopardize the Association's ability to meet the purposes for which the Association is established as enumerated in the Declaration recorded on June 25, 1969 under King County recording no. 6529604 and any amendments thereto ("CC&Rs"), the Articles of Incorporation, the Bylaws, and Rules and Regulations (hereafter collectively referred to as "Governing Documents");

WHEREAS, to help ensure timely payment and provide Owners advance notice of the consequences of delinquency, the Board finds that it is in the best interests of the Association to adopt administrative rules and regulations containing uniform and systematic procedures for the collection of unpaid Assessments;

WHEREAS, "Assessments" as used in this Resolution include all of the amounts chargeable under the Declaration, its Bylaws, Rules and Regulations and at law, including but not limited to common expense and special Assessments, fines, costs, interest, late charges, attorneys' fees and all other costs of collecting delinquent Assessments;

WHEREAS, the Board's and Association's powers to take the actions set out herein are set out in the Washington Homeowners' Association Act (RCW 64.38 *et seq.*, the "HOA Act"), the Washington Nonprofit Corporations Act (RCW 24.03 *et seq.*), the Articles of Incorporation, the CC&Rs, and the Bylaws, including, *but not limited to*, the sections enumerated below:

1. RCW 64.38.020(1) provides that the Association may adopt and amend bylaws, rules and regulations.
2. RCW 64.38.020(2) provides that the Association has the power to adopt and amend budgets, and impose and collect Assessments for common expenses.
3. RCW 64.38.020(11) empowers the Association to impose and collect charges for late payments of Assessments, and, after notice and opportunity to be heard, levy fines for violations of the Governing Documents according to a previously established schedule.
4. RCW 64.38.020(13) & (14) provide that the Association may exercise any other powers that may be exercised by a nonprofit corporation in Washington and may exercise any other powers necessary and proper for the governance and operation of the Association.
5. RCW 64.38.050 states that any violation of the provisions of the HOA Act entitles an aggrieved party to any remedy at law or equity, and that a court may award reasonable attorneys' fees to the prevailing party.

6. Article IV of the CC&Rs provides that each Lot Owner shall be subject to all obligations of a Member, including, but not limited to the obligation to pay Assessments.
7. Article VII of the CC&Rs empowers the Association to establish Assessments for any purpose authorized by the CC&R or by law and empowers the Association to assess and collect common expense and special Assessments from each Lot Owner.
8. Article VII, Section 1 of the CC&Rs provides that Assessments, together with interest, costs and attorneys' fees incurred in collecting past due Assessments, shall constitute a lien upon the Lot, and shall constitute the personal obligation of the Owner of the Lot.
9. Article VII, Section 5 of the CC&Rs empowers the Association to levy a special Assessment for capital improvements upon the common properties including for the purposes of defraying, in whole or in part, the costs of any construction, reconstruction or replacement of a capital improvement on the common properties.
10. Article VII, Section 6 of the CC&Rs provides that the Association may bring an action against the one personally obligated to pay Assessments and/or foreclose the lien against the property for nonpayment of delinquent Assessments or charges, and any judgment rendered shall include interest, costs and reasonable attorney's fees.
11. Article VII, Section 8 of the CC&Rs obligates Owners to pay equal monthly Assessments, which are due on the first day of the month or other reasonable manner the board shall designate.
12. Article 2 of the Bylaws provides that the Board has the power to adopt and amend budgets, and levy and collect Assessments.
13. Article 2 of the Bylaws further provides that the Board has the power to adopt and amend the rules and regulations.
14. Article III of the Articles of Incorporation provides that the Association has the authority to fix, levy, collect, and enforce payment by any means lawful, all charges or Assessments to pay all common expenses of the Association.
15. Article III of the Articles of Incorporation provides that the Association may exercise any other powers that may be exercised by a nonprofit corporation in Washington, and may exercise any other powers necessary and proper for the governance and operation of the Association.

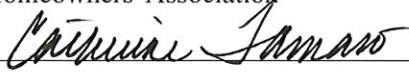
NOW THEREFORE, the Board, with respect to the powers outlined above and in consideration of the Association's best interests, and after consideration and deliberation regarding the matters set forth herein, resolves as follows:

BE IT RESOLVED, that the attached Collection Policy is hereby adopted, shall become part of the Association Rules and Regulations effective April 1, 2022, and shall supersede all previous collection policies or procedures and any other rules to the extent that they are inconsistent herewith.

BE IT FURTHER RESOLVED, that the Collection Policy shall be mailed to all Lot Owners to their Lot addresses unless another address has been provided to the Board, in which case it shall be mailed to the designated address, by March 22, 2022.

DATED this 8th day of March. 2022.

Westway Homeowners' Association

By: 

Catherine Tamaro, its President

ATTEST: The above resolution was properly adopted.

By: 

Kari Bohag, its Secretary

WESTWAY HOMEOWNERS' ASSOCIATION
ASSESSMENT COLLECTIONS POLICY

1. **Assessments Defined.** "Assessments" as used in this Collections Policy include all of the amounts chargeable under the Declaration recorded on June 25, 1969 under King County recording no. 6529604, and any amendments thereto ("CC&Rs"), Articles of Incorporation, Bylaws, and the Rules and Regulations, including but not limited to common expense and special Assessments, fines, costs, interest, late charges and attorneys' fees and any costs or fees incurred in collecting delinquent Assessments.
2. **Ledger.** The Association through its qualified bookkeeper shall keep a ledger for each Lot that accounts for all Assessments and any credits and payments.
3. **Assessments.**
 - a. Common Expense Assessment: The common expense Assessment shall be due quarterly on January 1st, April 1st, July 1st and October 1st. The common expense Assessment is considered delinquent if not paid on or before the due date.
 - b. Special Assessments: In the event of a special Assessment, payments shall be due as specified in the notices thereof sent to Lot Owners and is delinquent if not paid by the due date.
 - c. It is the Owner's responsibility to pay each Assessment levied regardless of whether a payment statement or payment coupon is received. An Owner may not withhold Assessments owed to the Association on the alleged grounds that the Owner is entitled to recover money or damages from the Association for some other obligation.
4. **Late Charges.** If an Assessment is not paid in full on or before the last day of the quarter following its due date, a late charge of \$10.00 per quarter will be assessed. A courtesy delinquency notice may, but is not required to, be sent to the delinquent Owner. Any administrative fees incurred in sending the delinquency notice(s) will be assessed to the Owner's account. Late charges of \$10.00 per quarter will continue to accrue on the last day of each quarter that an account remains delinquent without further notice.
5. **Interest.** The principal amounts of delinquent Assessments shall accrue interest at a rate of 6% per annum. Interest shall begin to accrue from the date the Assessment was due and shall continue until the account is brought current.
6. **Return Check Charges.** Any fees or costs (including administrative fees) incurred by the Association due to a payment being returned by the financial institution for insufficient funds, stop payment or any other reason, shall be assessed to the Owner's account.
7. **Lien Recording.** As provided in Article VII, Section (1) of the CC&Rs the delinquent amounts constitute an automatic lien from the date the amounts are due. The Association also has the right to record a lien against the Lot whenever the Owner's account is delinquent, and nothing in this Collection Policy shall limit or otherwise affect the Association's right to record a lien against the Lot to protect and provide public notice of the Association's interest in the Lot. Delinquent Owners will be assessed the fees and costs of preparing and recording the notice of lien.
8. **Delinquency Notices.**
 - a. First Delinquency Notice. When an account has been delinquent for 30 days, the Association may send a notice to the delinquent Owner. That notice may state the amount

b. Second Delinquency Notice. If the account still remains delinquent after receiving the first delinquency notice, the Association may (but is not required to) send a second written notice to the delinquent Owner enclosing a copy of the account ledger and advising that if the account is not paid in full by the deadline stated in the notice, the account may be turned over to a collection agency or attorney for collections, wherein the costs of collecting the delinquent payment, including attorneys' fees will be added to the debt.

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- e. **Post Judgment Remedies:** If the Association obtains a judgment, and upon the advice of counsel and in consideration of the Association's best interests, the Board may pursue post-judgment remedies, such as garnishments, property liens, and/or sheriff's sales.

12. Payments Received from Delinquent Owner.

- a. All partial payments received on delinquent accounts, to the extent accepted by the Association, will be applied in the following order to the oldest amounts due first: attorneys' fees and costs, administrative fees (including NSF fees), late fees, interest, any fines levied, special assessments, common expense assessments, and finally to any other amounts due if any, in that order. At the Board's discretion, payments may be applied differently if such application is in the Association's best interest.
- b. If Association or its managing agent receives payment from a delinquent Owner after the file has been referred to the Association's attorney, the Association is directed to provide a copy of the payment to the attorney before depositing it in the Association's account. Only upon approval from the Association's attorney should any payment be deposited.
- c. If Owner submits a partial payment directly to the Association its managing agent after being directed to submit payment to the Association's attorney, the partial payment may be subject to refund within a reasonable time period and not a binding payment on the Association, even after the partial payment is deposited by the Association.

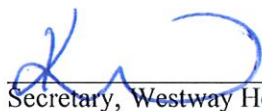
13. Right of Access to Certain Common Areas. As provided in Article VI, Section (e) of the CC&R, the Association will restrict a delinquent Owner's access to the community building or any other common areas not necessary for the Owner to access his/her property after the Owner's account becomes delinquent.

14. Suspension of Voting Privileges. As provided in Article VI, Section (e) of the CC&R, the Association will restrict a delinquent Owner's right to vote on Association matters after the Owner's account becomes delinquent.

15. No Waiver. Deviations from, or failure to act under this Collections Policy shall in no way constitute a waiver by the Association of any right to impose and collect Assessments or exercise any other right or remedy under the Governing Documents or at law. Specifically, the Association retains the right to refer a delinquent account to the Association's attorney at any time and for any amount. The Association's failure (or the failure of any agent of the Association) to comply with any provision of this policy shall not be viewed as a waiver of the Association's right to proceed to collect delinquent Assessments in any lawful manner. The Association reserves all legal rights under the Governing Documents and at law, including but not limited to the Washington Homeowners' Association Act (RCW 64.38 *et seq.*) and the Washington Nonprofit Corporations Act (RCW 24.03 *et seq.*).

16. Managing Agent. The Board, in its discretion, may delegate certain administrative functions hereunder to the Association's Managing Agent or bookkeeper.

This collections policy was adopted by the Board by resolution dated April 1, 2022, and mailed to all Owners on March 22, 2022.



Secretary, Westway Homeowners Association

WESTWAY HOMEOWNERS' ASSOCIATION
BOARD RESOLUTION RE: HUD CONCILATION AGREEMENT COMPLIANCE

At a regular meeting of the Board of Directors ("Board") of the Westway Homeowners' Association ("Association"), held on June 14, 2022 at 6:30 p.m., via zoom, the Board states as follows:

WHEREAS, Board members were sent proper notice of the meeting referenced above (or by their attendance waived notice), and a quorum of Board members were present either in person or by remote communication; and

WHEREAS, the Association is subject to the Homeowners Association Act (RCW 64.38, et seq., "HOA Act") and to the Declaration of Covenants, Conditions and Restrictions of Westway Homeowners' Association that was recorded on June 17, 1969 at King County Recording No. 6529604 and any amendments thereto ("Declaration"); and

WHEREAS, the Association entered into a Conciliation Agreement with HUD effective November 8, 2021 ("Conciliation Agreement"), which is effective for a period of ten (10) years from November 8, 2021; and

WHEREAS, Section G(16), of the Conciliation Agreement requires the Association to revise its rules and regulations in accordance with said Section; and

WHEREAS, pursuant to Section 8 of the By-laws of Westway Homeowners Association ("Bylaws"), all agreements, contracts, or other instruments of the Association shall be executed by persons as may be designated by the Board; and

WHEREAS, Section 3, paragraph (e) of the Bylaws provides that the Board has the right and authority to amend the Rules and Regulations of the Association; and

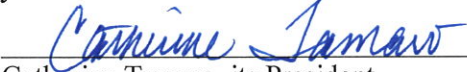
WHEREAS, after considerable review and deliberation regarding the matters and resolutions herein, the Board believes that the following rule adopted by way of this resolution is reasonable, necessary and in the best interests of the Association.

NOW THEREFORE, the Board, after consideration and deliberation regarding the matters set forth herein, **RESOLVES** as follows:


1. The HUD Conciliation Agreement Compliance Policy ("Policy") is hereby adopted by the Board.
2. The Policy is a rule, enforceable as one of the Association's governing documents.
3. The Policy shall be distributed to the Association Owners as set forth in the Conciliation Agreement, prior to the effective date of July 5, 2022, which shall be after mailing of the Policy.

DATED this 14th day of June, 2022.

Westway Homeowners' Association

By: 
Catherine Tamaro, its President

ATTEST: The above resolution was properly adopted.

By: 
Kari Bohag, its Secretary

WESTWAY HOMEOWNERS' ASSOCIATION
HUD CONCILIATION AGREEMENT COMPLIANCE POLICY

Westway Homeowners' Association ("Association") is subject to the Homeowners Association Act (RCW 64.38, et seq., "HOA Act") and to the Declaration of Covenants, Conditions and Restrictions of Westway Homeowners' Association that was recorded on June 17, 1969 at King County Recording No. 6529604 and any amendments thereto ("Declaration"). The Association's Declaration, Articles of Incorporation, Bylaws, and Rules and Regulations hereafter are collectively referred to as the Association's Governing Documents.

The Association entered into a Conciliation Agreement with HUD effective November 8, 2021 ("Conciliation Agreement"), which is effective for a period of ten (10) years from November 8, 2021. During the period while the Conciliation Agreement is in effect the following policies shall be followed:

1. Prior to levying a fine for a violation of the Association's Governing Documents, a majority of the Board must vote in favor of levying said fine.
2. Members of the Board, individually or through entities in which the Board member has any ownership interest or control, are prohibited from purchasing properties that are involved in the HOA debt collection process. Pursuant to Footnote 3 of the HUD Conciliation Agreement, the HOA debt collection process "refers to cases where the [Association] filed a lawsuit in court for foreclosure of its lien."

This policy was adopted by the Board by resolution dated June 14, 2022 and mailed to all Owners on July 2, 2022.



Kari Bohag, Secretary
Westway Homeowners Association