

# **RULES AND REGULATIONS**

## **MISSION HILLS HOMEOWNERS ASSOCIATION**

Adopted \_\_\_\_\_, 2020

These Rules are intended to provide sensible and reasonable standards for the Community and should be interpreted to that effect. The Board finds that these Rules are necessary to assure all Owners a pleasant community atmosphere and to enhance and protect property values and marketability.

These Rules supplement the Declaration and Covenants, Conditions, Restrictions, Easements and Reservations ("CCRs"), Bylaws, state statutes, and local ordinances governing homeowners' associations and those living in this community. Please become familiar with these documents and laws. Some of the provisions in these Rules relate to topics in our CCRs. If any of the terms of these Rules conflict with those in the CCRs, the latter shall supersede and apply.

The Rules and CCRs cover the individual(s) holding title ownership to the Lot, and their invitees, licensees, tenants, and/or guests (collectively, the "Owners"). Lots are to be used solely as a private residential dwelling, and Owners shall not use the Lot for any other purpose. All Owners and their invitees, licensees, tenants and/or guests are subject to these Rules. It is the responsibility of the individual(s) who holds title to the Lot to notify all invitees, licensees, tenants, and/or guests of these Rules and that they apply to them.

It is important for all Owners to be aware that violations of any of these Rules or other governing documents are subject to fines being imposed and enforced pursuant to the Section below on Fines and statutes and laws governing the imposition of Fines.

1. **Yard and Lot Maintenance/Esthetics:** [See also Section 7.2 of the CCRs]

1.1 Each Lot Owner shall maintain and keep her/his Lot and structures thereon in a clean, neat, sanitary, and well-maintained condition at all times. This includes, without limitation:

(a) making prompt repairs and replacing all items of damage to the improvements on the Lot.

(b) grass/lawn areas should be weed free, properly watered, and edged with grass in the front yard. Owners shall properly mow and trim their lawns frequently enough to keep their grass at a reasonably attractive height commensurate with other lawns in the community.

(c) flower and shrubbery beds should be maintained and weeded.

(d) trees and shrubs should be kept reasonably trimmed and maintained at least bi-annually for health and esthetic reasons. Trees which are removed must be replaced with same size and type of tree unless prior approval of the Board or an Architectural Control Committee (ACC) has given prior written permission otherwise.

(e) yard, landscaping, and fences around and between the houses should be properly maintained.

- 1.2 Owners shall not allow personal possessions to create unsightly or unsafe conditions.
- 1.3 Driveways shall not be used for miscellaneous storage. No accumulations of any kind shall be allowed for more than seventy-two (72) hours.
- 1.4 Basketball hoops shall not be stored on sidewalks or streets at any time. Basketball hoops shall be stored in the garage when not in use for a reasonable period of time.
- 1.5 Seasonal decorations shall be removed within thirty (30) days of the end of the particular season.
- 1.6 No wood piles shall be located within the front yard setback or visible from the street.
- 1.7 No washing, rugs, clothing, apparel, or any other article shall be hung from the exterior of any structure or be visible from the streets adjoining the Lots.

2. **Vehicles/RVs/Other Motorized Equipment and Devices:** [See also Sections 7.2, 7.3, 7.6, and 7.10 of the CCRs]

- 2.1 Non-running Vehicles, Expired Tabs, State of Disrepair: All non-running vehicles, recreational vehicles, vehicles with expired tabs and vehicles in a state of disrepair, including without limitation all cars, vans, trucks, golf carts, motorcycles, motor scooters, go-carts (hereinafter collectively "vehicles") must be stored in garages or otherwise screened out of sight from the street and neighbors. At no time shall the aforementioned vehicles be kept, parked, or stored on public streets, walkways, lots or driveways. Vehicles of any kind parked within the community must have current licensing tabs or they will be considered as inoperable and in a state of disrepair. Vehicles visible from the street that are considered to be collectible or classic must provide certification paperwork to the Association and are subject to current licensing or tab requirements as stated above.

- 2.2 Running Vehicles: Owners' vehicles in operating condition shall not be parked on non-paved areas within the community. Vehicles in running condition must be currently licensed and tabbed. All tabs must be visible from the street.
- 2.3 Vehicles in disrepair/deterioration on Lots: Regardless of whether a vehicle might be considered as a classic or collectible model, and regardless of whether operable or licensed or tabbed, vehicles in a state of significant disrepair or deterioration may not be kept, parked or stored on a Lot where visible from the street or to neighboring Owners.
- 2.4 Tarps: Under no circumstances may tarps be used to cover vehicles if visible from the street or neighboring properties.
- 2.5 Vehicles Being Repaired: Repairs of vehicles, including without limitation repairs involving the vehicle being on blocks or jacks, must be completed within 48 hours.
- 2.6 No Common Area/Alley Way Parking: Vehicles may not be parked in alley ways or common areas of the Association. The Association shall, after compliance with the procedures set forth in Section 7.10 of the CCRs, tow vehicles in violation of these Rules.
- 2.7 Motorcycles, Motor scooters, Motorized Devices: No "joy riding" of motorcycles, motor bikes, motor scooters, ATVs, or other noisy motorized riding devices is permitted in the community. Joy riding means the use of such vehicles in the community for other than transportation to and from the community.
- 2.8 Mailboxes: No parking is permitted in front of mailboxes or in a manner that interferes with the delivery of mail or Owners picking up their mail from the mailboxes.
- 2.9 Parking in General: Owners are to park directly in front of their Lots, in their driveways or their garages. An Owner may only park in front of another Owner's Lot with the written permission of the other Owner. Owners of corner Lots may park on the side of their residence

3. **Pets/Animals:** [See also Section 7.4 of the CCRs]

- 3.1 No animal of any kind that has venomous, poisonous or capture behavior/mechanisms (such as python/squeezing) are allowed outside of the owner's house.

- 3.2 Repeated and/or frequent incidences of excessive barking, howling or other unreasonable level and frequency of noises by a member's dog(s) or other pets are detrimental to the peace and quiet of the community. Pet owners will take all necessary steps to prevent excessive and/or frequent episodes of noise generated by their pet(s), especially between the hours of 9 P.M. and 8 A.M. However, notwithstanding any other provisions in this section about Pet noise, Owners shall not allow their pet(s) to bark or make other noise continuously, incessantly, or cause unreasonable disturbance in the community at any time of the day.
- 3.3 Pets must be on a leash while outside of their owner's lot, and with the owner or an adult family member of owner in attendance at all times; fecal material must be immediately picked up and removed by the pet owner.
- 3.4 Pets may not be tethered outdoors or left unattended.
- 3.5 All pets must be properly licensed and, as required by law, registered with the appropriate government agencies.
- 3.6 Owners of potentially dangerous dogs are subject to and must fully comply with all provisions of RCW Title 16.08 of the State of Washington statutes and any City of Tacoma Municipal Codes ("dangerous dog" as defined in such RCW statutes or any City Codes). Owners must also give written notice of such dogs to the Association, providing pertinent information concerning owner's daytime contact information, and the breed, age, sex of animal and whether the dog has ever exhibited aggressive behavior towards or bitten any person or other pet or animal; Owners shall at all times exercise complete control over such a dog to prevent any aggressive behavior towards other Owners or other Owners' pets.
- 3.7 The Board may at any time exercise its discretion to require the removal of any pet from the community which it determines is unreasonably disturbing other owners or has exhibited aggressive behavior to other owners or other owners' pets or has exhibited any behavior which the Board determines as showing the pet poses a risk of injury or danger to other persons or other owners' pets; the Board may exercise this authority for specific animals even though other similar pets are permitted to remain.

4. **Trash Containers and Debris:** [See also Section 7.5 of the CCRs]

- 4.1 All trash shall be placed in buried or screened sanitary containers that are not visible from adjoining structures or streets.
- 4.2 Garbage containers, debris containers, and recycle bins may remain curbside within twenty-four (24) hours of pick up; in other words, they may be placed curbside that amount of time before pick-up and must be

removed within twenty-four (24) hours of pick-up and placed in a location not visible from the street or to neighbors.

- 4.3 Garbage and debris containers must have lids tightly attached at all times when placed curbside for pick-up. The contents of recycle bins must also be secured against scattering.
- 4.4 No Lot shall be used as a dumping ground for trash or debris of any kind anywhere on the Lot. No trash, underbrush, or any other unsightly debris shall be placed or kept in the front or backyard areas of the Lot. All trash shall be placed and kept in proper, sanitary containers which are screened and shielded from view from the street and neighbors.
- 4.5 Yard rakings, dirt, and debris resulting from landscaping work or construction shall not be dumped onto adjoining Lots, Common Areas, or streets. Compost piles may be kept in the back yard of a Lot provided they are kept in a clean, neat, and sanitary condition without noisome scent detectable by neighbors.

5. **Noise:** Owners shall carefully control noise levels to avoid disturbing others. Yard maintenance equipment, construction tools or any other mechanical devices shall not be operated between 9:00 PM and 8:00 AM. Musical instruments, audio-visual media, and/or similar equipment shall be kept at levels that do not disturb other Owners. No unreasonably loud or boisterous parties shall be permitted. No use of vehicles or any other toy, device, instrument or equipment which generates disturbing levels of noise shall be used during Quiet Hours. Quiet hours for all activities which generate noise are between 10:00 PM and 8:00 AM. The Association may in its discretion also apply Pierce County and/or the local municipality's ordinances, rules and/or regulations governing or regarding noise. See the Rule for Pets/Animals for pet quiet hours. [See also Section 7.6 of the CCRs]

6. **Speed Limit in Community:** Vehicles operating in the community shall not exceed fifteen (15) miles per hour.

7. **Rentals:** All Owners who rent out their property or are considering renting their home are subject to this Rule.

7.1 Owner to provide governing documents to tenant. At or before the time a lease agreement is signed between owner and a tenant(s), owner or owner's agent will provide copies of the CCRs and these Rules & Regulations (hereafter collectively the "governing documents"), and any amendments to them, to the tenant, urging him to read them. [Copies of the governing documents may be obtained from the ~~Association's~~ **Suburban Realty's** website or by calling or mailing the office of the ~~Association~~ **Suburban Realty** located at 11302 Pacific Ave S, Tacoma WA 98444 phone: 253-537-8636. A small fee of \$10.00 (ten dollars) will be charged for copy sets requested from the Association, payable at the time of request.]

**7.2 Tenant Standards.** All prospective Tenants must undergo a screening process conducted by Owner/Landlord, at Owner's expense, before Owner agrees to rent to such person. Owner/Landlord shall conduct screening through a professional screening company. The screening shall include credit, criminal and background check, with the final report including the items listed below:

- (a) Nationwide Credit Report
- (b) Name and Social Security Verification
- (c) Bank account verification
- (d) Court Records search
- (e) Current address verification
- (f) Prior address verification
- (g) Undisclosed address verification
- (h) Employment verification
- (i) State sex offender files
- (j) Felony conviction records.

The Association recommends an Owner/Landlord decline to rent to a prospective Tenant for which any of the following items apply:

- (a) having an open bankruptcy
- (b) any unpaid apartment collections, negative rental or incomplete reference
- (c) any eviction or unlawful detainer actions and/or any current 3-day or 10 day notices to evict
- (d) any conviction for the selling of drugs or possession of drugs with intent to sell, or any convictions for contributing to the delinquency of a minor
- (e) any registered or unregistered sex offender
- (f) any history of disruptive, malicious, violent behavior and/or more than 2 convictions of domestic violence
- (g) any false or misleading information provided by the applicant on the written application or omission of a material fact
- (h) a total of \$400 or more of unpaid collections in the past 7 years
- (i) any criminal conviction which involves theft, burglary, robbery, serious offense, or a crime of violence as defined in RCW 9.41.010.

**7.3 Information to Tenant.** In the course of leasing a home to a tenant, Owner or Owners' agent will inform Tenant in writing that the he/she and their family members are fully subject to the CCRs and these Rules. Notwithstanding anything to the contrary herein, in the event that Owner/Landlord does not so inform Tenant the provisions of the CCRs and Rules shall nonetheless be considered part of the Lease Agreement and fully binding on Owner/Landlord and Tenant.

**7.4 Owner will provide tenant information to Association.** After a lease agreement is signed, Owner or Owner's property manager/agent will provide in writing to the Association, at a minimum, the following information:

- (a) Owner's correct residence address and home phone number;
- (b) a copy of the pertinent part of the lease agreement showing compliance with item 2 above;
- (c) the name of every tenant signing the lease agreement;
- (d) the home phone number of tenant,
- (e) if consented to by tenant, tenant's email address.
- (f) the make/model and number of vehicles of Tenant and his family members living in the home.

All owners with existing leases/tenants are to comply with this Rule and provide this information to the Association within twenty (20) days from the date this Rule is mailed to them.

7.5 Eviction of tenant for repeated non-compliance. In the case of repeated, uncured violations of the governing documents by a tenant, where the Association has mailed at least three (3) notices of violation and requests for compliance to Tenant and Owner and Tenant has refused or otherwise failed to comply, the Owner/member, upon written notice and request from the Association, will commence an eviction proceeding against the Tenant and prosecute it to completion and eviction of that Tenant.

8. **Owners' Responsibility for Damage to Common Areas:** Owners causing damage to streets, plat improvements, entry structure, fences, landscaping, mailboxes, lights, lighting fixtures and any other common area properties of the Association shall be liable and responsible for the cost of repairs and shall reimburse the Association for making such repairs and restoring the property or improvement to the prior condition. If the Association permits the Owner to make such repairs, Owner shall do so within twelve (12) days from the occurrence of such damage and the repairs shall be to Association standards as determined by the Board. [See also Section 5.14 of the CCRs]

9. **ACC Guidelines:** The following minimum guidelines shall be applicable to additions or alterations to improvements upon Owners' Lots:

- 9.1 Paint: Exterior paint on homes must be harmonious with the other homes in the subdivision. All homeowners who wish to change existing exterior color, or repaint existing exterior color, must submit color schemes to the Architectural Control Committee or Board for approval prior to the work commencing.
- 9.2 Decks, sheds, other structures: Construction or installation plans for decks, sheds and any other structures on the Lot must be approved in writing by the ACC before work commences.
- 9.3 Regarding any outside remodeling project, construction plans/specifications and a description of the materials and colors to be

used must be submitted to the ACC for approval prior to work commencing.

- 9.4 All additions and alterations to Lots and structures must be of a design and coloration that is compatible, harmonious with and up to the standards of the community as evidenced by the condition of other Lots and improvements in the community.
- 9.5 In the event an Owner fails to comply with and obtain prior approval of the ACC for any addition or alteration to a Lot or structures thereon, the Association may require Owner to alter or remove the structure or whatever else was done on or to the Lot and improvements thereon, at Owner's cost.

[See also Article 4 of the CCRs]

10. **Fines/Schedule/Right to Hearing:**

This Rule regarding Fines is intended to provide additional incentive for compliance by owners who violate the requirements and provisions of the CCRs, Bylaws, and/or Rules and Regulations (the "governing documents").

10.1 Violations, Investigation, Notice:

A. 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 of directors and furnished to the owners, for violations of the governing documents of the Association.

B. Investigation/Notice of Violation:

(i) Investigation: When a possible violation 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.

(ii) Notice of Violation: If a violation of the governing documents is found, written notice of the violation will be sent or delivered to the offending homeowner giving him/her a deadline date for compliance. The deadline given in such notice letters will be a reasonable time period within which to correct the violation and fully comply. In each case or matter, the Board will consider the nature of the violation, the circumstances of the owner and the property, and what it will take to correct the non-compliance in order to determine a reasonable time period deadline to give the owner to comply. If



such Notice warns that fines will be imposed if compliance does not occur by a certain date, the Notice will also inform the owner of the right to request a hearing concerning the imposition of fines, pursuant to the provisions below in section IV.

C. Rule - Legal Action: If the owner sent a notice of a violation does not timely comply and correct the violation, the Association may assess or levy fines against him/her and the lot according to the Fine Schedule as set forth in Section 10.2 below. Additional fines may continue to be assessed while the legal action is in process if 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 issue or recovery of fines and/or the enforcement of the governing documents.

In the event a violation is found and is by a tenant, guest or invitee of Owner, Owner shall be personally responsible for their conduct and for payment of any Fines imposed by, as well as costs and attorneys' fees incurred by the Association in collecting the Fines or enforcing compliance.

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.

D. Further Compliance Action by the Association/Remedies are Cumulative. Notwithstanding anything to the contrary in these Rules, the Association shall in all cases of a violation have the right to exercise all remedies available to it, including without limitation the "self-help" provisions in Sections 3.9 and 7.2 of the CC&Rs, which gives legal authority to the Association to enter upon an owner's property and to abate, correct and remove, at the expense of owner, anything that exists which constitutes or involves a CCR's violation. Additional fines and legal expenses will continue to accrue and be assessed against the violating Owner while the violation is being corrected by the Association under the "self-help" provisions of the CCR's.

## 10.2 Schedule of Fines:

A. If an owner violates any provision(s) of the governing documents and does not comply after reasonable notice and within the deadline given by the Association, fines may be imposed and accrue at the rate of fifteen Dollars (\$15.00) per day until complete compliance occurs or is accomplished. Such fines may be assessed by the Association against any homeowner and his/her lot, starting immediately after the notice deadline period expires without the complete and total correction of the violation(s) by owner within that period.

If the violation involves an intermittent offense or conduct, for example the failure to quiet and control a barking or overly aggressive dog or periodic

episodes of noise conduct which is disturbing other Owners/members from time to time, or other nuisance conduct, or disruptive actions or conduct of any kind which interfere with another owner or owners right and ability to reasonably quietly enjoy their properties, the Association may levy fines on a per incident basis as follows:

1<sup>st</sup> Offense = Warning to the owner and occupant

2<sup>nd</sup> offense = \$25.00

3<sup>rd</sup> offense = \$50.00

4<sup>th</sup> offense and each subsequent offense = \$150.00 per offense,

for incidents or conduct occurring within a twelve-month period of time.

### 10.3 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 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 the 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).

### 10.4 Request for Hearing/Opportunity to be Heard:

A. Introduction: Any homeowner 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 violation(s) and imposition of fines.

B. Deadline for Homeowner Requesting a Hearing/Waiver of Hearing Right if Untimely Request:

The last letter or communication by the Association to owner with final deadline for compliance and a notice that fines will commence shall also specify the following information:

- (i) he/she has the right to request a hearing solely for the purpose of disputing the validity or basis of being fined;
- (ii) the homeowner must notify the Board in writing that he/she requests a hearing within fourteen (14) days of the date of the final Association letter;
- (iii) if homeowner does not timely give written notice to the Board that he/she is requesting a hearing, homeowner waives the right to a hearing.

The deadline for requesting a hearing and the waiver of the right to hearing for failure to timely meet the deadline is intended to bring a definitive closure to the hearing request period, so that a homeowner cannot unreasonably obstruct or delay implementation or collection of the imposed fines or compliance by requesting a hearing long after collection or enforcement efforts begin.

C. Request for Hearing/Required Information. The homeowner must complete a written Request for Hearing which shall be mailed or delivered to the Association. The appeal request must contain the following:

- (i) Homeowner's name and address;
- (ii) Homeowner's reasons, basis and defense for the hearing;
- (iii) A copy of all supporting documentation;
- (iv) The name of any attending witnesses or other collaborating guests;
- (v) The homeowner's signature and date of the Request for Hearing.

D. Hearing Procedures:

(i) The Owner will be sent confirmation by the Association of its receipt of the Request for Hearing;

(ii) The Board will appoint and assemble a minimum of three (3) (or more at the Board's discretion) current members of the 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.

(iii) No later than ten (10) calendar days following the formation of the Review Board, it shall mail or deliver notice to the Owner of a hearing date, which notice will provide the date, time, and location of the hearing, which is to be determined by the Review Board;

(iv) The Review Board will permit the Owner up to thirty (30) minutes to explain the circumstances of the matter and provide grounds as to why Owner believes the fine should be waived, reduced or cancelled;

(v) 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;

(vi) 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;

(vii) If the Review Board finds in favor of 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 homeowner's account the following month;

(viii) If the Review Board determines that 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 homeowner.

#### 10.5 Stop Work Order:

In addition to imposing a fine, if appropriate based upon the nature of the violation the Association may issue a Stop Work Order to any person or entity engaged in unauthorized activity or actions that violate the governing documents. An unauthorized activity is an activity which requires prior written approval of the Board or the Architectural Control Committee (ACC), and which has not received such prior written approval. A Stop Work Order shall:

- (a) Identify the address of the property involved;
- (b) Describe the unauthorized activity;
- (c) Identify the specific prior approval requirement being violated;
- (d) State that the unauthorized activity shall immediately cease, and describe any additional sanctions to be imposed;
- (e) State that the delivery of the Stop Work Order serves as a determination that a violation has occurred;
- (f) State that this determination is final unless it is appealed to the Board, in writing, within 10 days of the date that the Stop Work Order was issued;
- (g) State that the failure to immediately comply with the terms of the Stop Work Order will cause a **\$350.00 fine** to be imposed, and that for each week thereafter in which non-compliance with the Stop Work Order takes place, a separate fine of **\$350.00 fine** will be imposed.

#### 11. **Rule Enforceability**

If any Rule or portion thereof is determined to be legally unenforceable, it shall not negate the enforceability of the remaining Rules.

**DATED AND ENACTED** \_\_\_\_\_, **20**\_\_.

[insert signature lines/names of each Board member and all sign.]

\_\_\_\_\_  
[insert name of director]

\_\_\_\_\_  
[insert name of director]