

**WESTBROOKE II HOMEOWNERS ASSOCIATION  
RULES AND REGULATIONS  
(Adopted 1/15/07)**

GENERAL

- a. These Rules and Regulations are in addition to, and provide for the enforcement of, the Westbrooke Division II Protective Covenants, Conditions and Restrictions (CC&Rs). They are established to protect the rights of all residents, to preserve the attractive, quality appearance of the homes in Westbrooke Division II, and help homeowners reside peaceably with their neighbors. They apply equally to all residents.
- b. Homeowners shall be provided with a current copy of the Rules and Regulations prior to their effective date.
- c. If any provision is ruled invalid, the remainder of the Rules and Regulations shall remain in full force and effect.
- d. The Westbrooke II Homeowners Association (Association) may adopt, amend or repeal these Rules and Regulations by an affirmative majority of the membership. The following are hereby adopted as the Westbrooke II Homeowners Association Rules and Regulations (R&Rs).

ARCHITECTURAL CONTROL COMMITTEE

- a. Written approval from the Architectural Control Committee (ACC) is required for all new construction, as well as all exterior improvements, changes and/or additions of any kind to Lots and structures. This includes, but is not limited to, paint, fences, sheds, flagpoles, satellite dishes and outdoor play/sports equipment. Please reference the CC&Rs if in doubt.

BUSINESS OR COMMERCIAL USE

- a. All Lots within Westbrooke Division II shall be used solely for private single-family residential purposes and not for business purposes; provided, however, that with such single-family residences the owner(s) thereof may, upon written application to the Board of Directors (Board), request permission to operate a home-based business.

The Board shall be authorized, but not obligated, to grant such approval and such approval may only be granted, in the sole discretion of the Board if 1) all applicable governmental zoning and land use classifications lawfully permit such usage, AND, 2) the business owner(s) are licensed by all applicable governmental authorities to operate such a business, AND 3) the owner(s) of said Lot(s) agree to

indemnify and hold the Association fully harmless from any and all liability and causes of action arising by virtue of said business, AND 4) such operation does not interfere or otherwise violate any other provisions of the CC&Rs, including but not limited to Vehicle Parking and Signage restrictions. Should the Board give written authorization for such usage, such authorization may be revoked by at least five (5) days prior written notice delivered to the owner(s) should the owner(s) operating the business fail to strictly adhere to the provisions contained within the CC&Rs as well as any additional R&Rs, from time to time, by the Board. Revocation may be appealed by the homeowner consistent with the Association's R&Rs.

No goods, materials or supplies used in connection with any trade, service or business, wherever the same may be conducted, are permitted to be kept or stored outside any building on any Lot. Nor shall any goods used for private purposes and not for trade or business be kept or stored outside any building on any Lot. Any exception to this must receive written consent from the ACC.

#### MAINTENANCE OF STRUCTURES AND LANDSCAPING

- a. Homeowners are required to maintain their landscaping in a manner which is consistent with the Association's desire to preserve the attractive, quality appearance Westbrooke Division II.
- b. Grounds and improvements shall be kept in clean and attractive conditions and in good repair. Storage of garbage/yard waste containers, refuse, debris, tools and equipment shall be screened from view from adjacent property, common grounds and roadways, in accordance with the provisions of the CC&Rs.
- c. Homeowners whose backyards border the perimeter fence are required to keep their trees, shrubs and other plantings trimmed so that they are not pushing on, or growing over, the fence. In addition, such homeowners are required to maintain dirt, bark, mulch and/or other ground cover below the fence so as to avoid earth to wood contact. Homeowners who have trees that border the interior sidewalks are required to keep the branches trimmed so that they do not hang over the sidewalk and impede pedestrians.
- d. All structures upon a Lot shall at all times be maintained in good condition and repair and be properly painted, stained or otherwise finished. All trees, hedges, shrubs, flowers and lawns shall be watered, maintained and cultivated so that the Lot is not detrimental to the neighborhood as a whole. Slope banks upon any Lot shall be properly watered and maintained by the owner thereof. Lot owners shall be responsible for maintaining any "landscaping theme" set forth by the Association with respect to individual cul-de-sacs and/or streets. All Lots shall be kept free from litter and debris.

- e. For the benefit of the property owners and the surrounding communities, the Association shall be responsible for maintaining the perimeter landscaping, fencing and sidewalks. Maintenance shall include keeping the perimeter landscaping, fencing and sidewalks in good repair and free of debris and immediately replacing any unhealthy landscape plants. Replacement shall be completed within two (2) weeks of notification.

#### VEHICLE PARKING AND STORAGE

- a. No vehicle may be parked on any sidewalk areas or building Lots, except on designated and approved driveways or parking areas which shall be hard-surfaced. For not only the aesthetic appeal of the community, but for the safety of residents and guests, garages and driveways located entirely on the Lot are to be utilized first for the parking of all vehicles. Only in the event of overflow should vehicles be parked on the street. All on-street parking shall be parallel to the sidewalk.
- b. Subject to all other conditions prescribed in paragraph "a" above, temporary parking of vehicles on the street by homeowners is permitted as follows: 1) For a period not to exceed 48 hours; or 2) in the event of emergency or unusual circumstances, additional periods may be permitted with prior written approval of the Board.
- c. No recreation vehicles and/or commercial vehicles, including but not limited to boats, campers, motor homes, trucks in excess of 3/4 ton, trailers and construction/maintenance equipment, whether operable or not, of any kind shall be parked or stored visible from the street. No unsightly vehicles shall be permitted upon the property nor shall any abandoned or disabled vehicles be stored upon the property for more than 48 hours. THERE SHALL BE NO PARKING ALLOWED OF ANY VEHICLE OF ANY KIND WHATSOEVER AT ANY TIME ON THE ROLLED CURB AND SIDEWALK LOCATED WITHIN THE PLAT OF WESTBROOKE DIVISION II.
- d. Subject to all other conditions prescribed in paragraph "c" above, recreation vehicles and/or commercial vehicles, including but not limited to boats, campers, motor homes, trucks in excess of 3/4 ton, trailers and construction/maintenance equipment, whether operable or not, of any kind are permitted to be temporarily parked unenclosed on a homeowner's Lot as follows: 1) For a period not to exceed 48 hours; or 2) in the event of emergency or unusual circumstances, additional periods may be permitted with prior written approval of the Board.

#### PETS

- a. All local pet ordinances apply within Westbrooke Division II.

- b. Subject to all other conditions prescribed in the CC&Rs, ownership or possession within Westbrooke Division II of a vicious dog is prohibited.
- c. A vicious dog is any dog which: 1) When unprovoked, approaches any person in a vicious or terrorizing manner in an apparent attack anywhere other than on the owners' property; 2) has known propensity, tendency or disposition to attack without provocation to cause injury or otherwise endanger the safety of person or other domestic animal; 3) bites, inflicts injury upon, assaults or otherwise attacks a person or domestic animal without provocation on common, public or private property.

#### NOXIOUS OR OFFENSIVE ACTIVITY

- a. In consideration of neighbors and community, please refrain from activity which may be or become an annoyance or nuisance to neighbors or detract from property values. Activities may include, but are not limited to, excessive or unnecessary noise generated by vehicles, yard machinery, music/TV, persons, appliances and/or pets. Local noise ordinances apply within Westbrooke Division II.

#### HOLIDAY DECORATIONS/LIGHTS

- a. Homeowners may place outside decorations on their Lot no more than thirty (30) days prior to any generally recognized holiday. All decorations must be removed twenty (20) days after the holiday.
- b. Any exception requests regarding holiday decorations/lights must be submitted in writing to, and approved in writing by, the Board before a homeowner proceeds. Homeowners who do not submit their exception requests to the Board before proceeding will be subject to the enforcement procedures set forth below.

#### ANNUAL AND SPECIAL ASSESSMENTS COLLECTION POLICY

- a. In accordance with the CC&Rs, a late fee of ten percent (10%) of the amount owing will be assessed on any account that is thirty (30) days past due.
- b. Collection Schedule:
  - 1. Written reminder to homeowner on the sixteenth (16<sup>th</sup>) day after the due date advising that the account is delinquent and a late fee will be applied to the account.
  - 2. Written demand letter, sent via certified mail, return receipt requested, as well as by regular U.S. Mail, on the thirtieth (30<sup>th</sup>) day after the due date advising that the late fee of ten percent (10%) of the amount owing has been applied to the account and demanding payment.

3. In accordance with the CC&Rs, a property lien may be filed for all accounts which are thirty (30) days past due. All lien fees are the responsibility of the homeowner. The lien shall not be released until such time as the account has been paid in full, including principal, late fee and all lien fees.
4. Should an account remain outstanding thirty (30) days after the lien is filed, said account may be sent to an attorney for collection. All legal fees, including, but not limited to, reasonable attorney fees, associated with collection efforts are the responsibility of the homeowner.
5. Payments will be applied to an account as follows:
  - (a) Lien fees and legal costs
  - (b) Late fees
  - (c) Past due assessments
6. In accordance with the CC&Rs, homeowners more than sixty (60) days delinquent in the payment of their assessments shall have all Association voting rights suspended until full payment of all Assessments and associated fees and costs have been received by the Association.
7. The Board shall not consider waiver of late fees, lien fees or attorney collection fees and costs incurred on an account where the assessment was not paid in accordance with the Assessments Collection Policy through no fault of the Association.

## ENFORCEMENT PROCEDURES

### 1. Notifying the Board of Violations

- a. Homeowners are encouraged to make every effort to resolve differences among themselves. If this does not work or is awkward, only violations of the CC&Rs, R&Rs, and/or ACC procedures should be reported to the Board. Any violations of the CC&Rs, R&Rs and/or ACC procedures must be reported to the Board in writing, signed by the person or persons reporting the violation, and mailed to Westbrooke II HOA, P.O. Box 65102, University Place, WA. 98464.

Please be aware that the Board will not intervene in neighbor-to-neighbor matters that do not violate any provision of the CC&Rs, R&Rs, and/or ACC procedures.

### 2. Notice of Offense/Fines

Violation of any provision of the CC&Rs, R&Rs and/or ACC procedures may result in a fine.

When a valid compliance issue is reported and confirmed, Association members in violation of any provision of the CC&Rs, R&Rs and/or ACC procedures will receive the following notification prior to the implementation of a fine (all timelines below are calendar days):

- a. **Courtesy Notice:** An initial courtesy notice of the violation will be given to the homeowner by the Board or its designate, either by phone, in person or in writing, requesting compliance within fifteen (15) days. If an appeal from the homeowner is received within fifteen (15) days of the courtesy notice, further notices will be suspended until such time as the Board has acted and notified the homeowner of the decision of the appeal.
- b. **Second Notice:** If the violation still exists sixteen (16) days beyond the date of the courtesy notice, and no appeal request has been received by the Board, a second notice requesting compliance within fifteen (15) days shall be mailed via certified mail to the homeowner, return receipt requested, as well as by regular U.S. Mail. The notice will describe the specific fine which will follow on the sixteenth (16th) day from the date of the letter, unless appealed to the Board within that time period.
- c. **Continuing violations:** If the violation continues without resolution after the second notice, a fine of \$25.00 per day shall begin to accrue on the sixteenth (16<sup>th</sup>) day following the mailing date of the second notice and shall accrue at that rate thereafter until the violation is corrected.
- d. Should accrued fines reach \$500.00, the Board may refer the account to an attorney for collection without further notice to the homeowner. All legal fees and costs associated with collection efforts are the responsibility of the homeowner. Any Judgment obtained through the collection process will only be released upon full payment of the accrued fines and all legal fees and costs.
- e. Recurrence of the same violation within six (6) months of the original violation shall render the homeowner ineligible for the "courtesy notice" and the homeowner shall be immediately subject to the "second notice" provision as set forth above.
- f. The fine procedure will not constitute a waiver of any of the other remedies available to the Association as a result of the violation.

### 3. Appeals Procedure

- a. A homeowner may appeal a violation by giving written notice to the Board, within the timeframes set forth above, that they are requesting an appeal of the violation. All written appeals must be sent to Westbrooke II HOA, P.O. Box

65102, University Place, WA., 98464. Upon receipt, the Board will schedule a review date and the homeowner will be given written notice of the scheduled date.

- b. The homeowner must present mitigating evidence that the specified violation has not occurred, present evidence that the violation has been corrected, or demonstrate extenuating circumstances which require deviation from the CC&Rs.
- c. The homeowner will have the opportunity to be heard as part of the appeal process. The homeowner will be asked to state their case and present any documentation that is applicable. Each Board member will have the opportunity to ask the homeowner specific questions regarding the appeal.
- d. Upon completion of the question and answer period, the Board will make its decision in closed session. Written notice of the Board's decision will be given to the homeowner within seven (7) days.
- e. All decisions of the Board are final and may not be further appealed.
- f. If the appeal is denied, the homeowner must bring the violation into compliance within thirty (30) days. If the violation still exists after thirty (30) days, a fine of \$25.00 per day shall begin to accrue on the thirty-first (31st) day following the mailing date of the written notice of the Board's decision and shall accrue at that rate thereafter until the violation is corrected. Accrued fines are subject to the collection provision referenced above.