

Pacific Meadows Policies & Procedures

As authorized by Pacific Meadows Board of Directors

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1. Preamble

The governing documents for the Pacific Meadows, Snohomish Homeowners' Association (PMHOA) are the Declaration of Covenants, Conditions, Restrictions and Reservations for Pacific Meadows (CCR&Rs), Bylaws, Articles of Incorporation, these Policies and Procedures and any other regulations adopted by the Board. Collectively, these documents are referred to as the Governing Documents.

In order to ensure that there is a clear and common understanding of the CCR&Rs and to enable consistency in the enforcement of the CCR&Rs, the following policies and procedures have been adopted. It is understood that all circumstances cannot be specifically addressed and common sense is a generally accepted community standard. The PMHOA Board of Directors is the final arbiter in regard to the interpretation of the rules. Owners and occupants should contact the Board with any questions, or to obtain any approvals required as described within this document

2. Creation and Management of a Policies and Procedures Committee

PMHOA Board of Directors [BOD] has approved the creation of Policies and Procedures Committee [PPC]. The PPC has been delegated authority by the BOD to recommend the policies, processes documented herein and make any additional clarifications as needed, with oversight of the PMHOA BOD.

The PPC will be made up of at least 4 members. It will be chaired by a Director. At least two of the members must be members of the board.

Changes to this document must be approved by majority vote of the PMHOA BOD.

3. Application & Authority

The CCR&R's apply equally to all owners, residents, occupants and tenants. When required the BOD will clarify the interpretation of the CCR&Rs. Updates to the CCR&R will be managed by the BOD per the CCR&R and PMHOA Bylaws.

This document cancels, replaces and supersedes the below listed documents and all other inconsistent existing rules, regulations and policies.

- Collection Policy signed and approved on March 3rd, 2013
- Previous Rules and Regulations signed and approved on March 4th, 2014 [Not implemented]
- Street Tree Replacement Policy signed and approved on June 1st, 2016

All references to sections of the Association's CCR&Rs, state law or local ordinances are for informational purposes only.

4. Collections

4.1 References:

- CCR&R Section 7.1 Creation of the Lien and Personal Obligation of Assessments
- CCR&R Section 7.7 Lien
- CCR&R Section 7.12 Foreclosure of Assessment Lien, Attorneys' Fees and Costs
- CCR&R Section 7.13 Curing of Default

4.2 Policies:

Prompt payment of assessments by all owners is critical to the financial health of the association and to the enhancement of the property values of our homes. The Board of Directors takes very seriously its obligation under the CCR&Rs to enforce the members' obligation to pay assessments.

Therefore, pursuant to the CCR&Rs the following are the association's assessment practices and policies:

- 4.2.1 All collection costs and expenses including but not limited to postage, attorney fees, court costs, publication costs, liens, and foreclosures shall be the responsibility of the homeowner.
- 4.2.2 These assessments, fines and collection costs shall be debts against the lot and are the personal responsibility of the owner. Quarterly assessments shall be due and payable on the last day of the quarter (March, June, September, and December). It is not the responsibility of the association or the management agent to provide a monthly billing statement, invoice, or reminder that an assessment is due. Any notices are provided simply as a matter of courtesy. All other assessments, including special assessments and fines, are due and payable on the date specified by the Board in the notice of assessment or fine, which date will not be less than thirty (30) days after the date of the notice of the assessment or fine.
- 4.2.3 Any check returned by the bank for insufficient funds, stop payment, or any other reason is subject to a charge back to the Homeowner's account of the amount of the check, an administrative fee of \$25, plus any bank fees charged to the association, and any administrative charges allowed under Washington law.
- 4.2.4 Assessments not received by the stated due date are delinquent and shall be subject to a late charge of twenty Dollars (\$20). There is, however, a fifteen (15) day grace period in which payments made after the due date will not incur a late fee. Late fees will apply on the 15th day of the month.
- 4.2.5 Interest at the rate of 12% per annum may be assessed against any outstanding balance, including fines, delinquent assessments, late charges, and costs of collection. These may also include attorney's fees. Interest shall accrue on any account that remains unpaid for at least fifteen (15) days and shall continue to be assessed until the account is brought current.
- 4.2.6 After the 30th day an assessment, fine, and/or late fee is delinquent, a notice of default may be sent by mail, to the delinquent owner(s) at the owners' last mailing address provided to the association.
- 4.2.7 A claim of lien may be filed at any time 15 days after delivery of a notice of default as provided in CCR&Rs Section 7.7.
- 4.2.8 If the total amount due is not paid in full within thirty (30) days following notice to the homeowner, the Board may proceed with a lawsuit to collect the unpaid assessment and foreclose the Association's lien. The Board may authorize proceeding with a lawsuit in a shorter period of time if it determines that it is in the best interest of the Association to do so. All resulting collection fees, costs and expenses will be added to the total delinquent amount.

- 4.2.9 At any time in the process, the Board may authorize the use of further legal proceedings to collect the amount due including, but not limited to, court proceedings to seek wage garnishments or account attachments. All costs associated with further collection efforts shall be added to the total delinquent account.
- 4.2.10 At any time the Board may seek legal advice related to enforcement of assessment collections and is entitled to follow the advice of legal counsel, even if it deviates from the above processes so long as it is not in derogation of the Association's Declaration or law.
- 4.2.11 The board has the authority to waive fines (in part or in whole) when it believes it is in the Association interest. When extra professional expenses are incurred resulting from the infraction and/or fine, then no part of the fine will be waived. Extra professional expenses include (but are not limited to) management and/or legal.

5. Garbage and Trash Removal

5.1 References:

- CCR&R Section 6.5 No Nuisances
- CCR&R Section 6.7 Garbage and Trash Removal
- CCR&R Section 6.22 Screened Service Area

5.2 Policies:

- 5.2.1 Bins will be placed on the street no sooner than the day prior to pick up and removed no later than the morning after pick up.
- 5.2.2 Bins must be placed behind the most forward front face of the house.

6. Holiday Decorations and Activities

6.1 References:

- CCR&R Section 4.4 Adoption of Rules and Regulations
- CCR&R Section 6.43 Nuisances
- CCR&R Section 6.5 No Nuisances
- MCC 9.20.020 Possession, use, sale, and discharge of fireworks unlawful

6.2 Policies:

- 6.2.1 Holiday decorations shall not be displayed externally prior to 30 days of the holiday and must be removed within 30 days of the holiday. Holiday decorations are those items that are sold seasonally and not sold throughout the year.
- 6.2.2 Fireworks are prohibited

7. Maintenance

7.1 References:

- CCR&R Section 4.3.8 Fences, Landscaping, Etc.
- CCR&R Section 6.1 Home and Yard Maintenance
- CCR&R Section 6.5 No Nuisances
- MCC 12.12.010 Abutting owner's duty to maintain
- MCC 22C.120.140 Street Tree Requirements

7.2 Policies:

7.2.1 Decks and yards shall be maintained in a neat and orderly condition.

- Lawns & Beds shall be kept free of weeds and edged around sidewalks
- Grass shall be maintained under a 6" limit
- Grass shall be mowed at least 2 times a month between May and Sept or as needed
- Trees and bushes shall be maintained per Figure 1

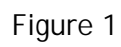
7.2.2 The home, fences, outbuildings and exterior structures shall be maintained so they do not endanger or negatively affect in any way the value of any other owner's property.

- No peeling paint or missing rotted boards

7.2.3 Owners shall be responsible for maintenance, repair and replacement of sidewalks. Permits and permission shall be obtained from the City of Marysville, as required.

7.2.4 Owners shall be responsible for the trimming of street trees to the standards established by the City of Marysville [See Figure 1]

7.2.5 Owners shall be responsible for maintaining fences bordering their property, including but not limited to replacing broken or rotting boards, painting, re-attaching of loose boards, or straightening of leaning fences. Perimeter fences that are located on or across individual lots, or adjacent to individual lots on Common Area, shall be maintained by the owner of the lot/adjacent lot. The fence's color shall be a clear lacquer or wood-type color which must be submitted for approval to the ACC committee.



8. Personal Businesses

8.1 References:

- CCR&R Section 6.9 Signs
- CCR&R Section 6.12 Business Use

8.2 Policies:

- 8.2.1 A home office for the purpose of telecommuting shall be an acceptable business use.
- 8.2.2 Any business that involves having employees or customers on premises to receive products and/or services, is not permitted.

9. Pets

9.1 References:

- CCR&R Section 6.8 Animal Restrictions
- MCC 10.02.210 Trespassing dogs and cats prohibited – Requirement to remove fecal matter
- MCC 10.02.220 Noisy dogs and cats prohibited
- MCC 10.04.300 Leash required
- RCW Section 16.08 DOGS

9.2 Policies:

- 9.2.1 Not more than two (2) domesticated dogs, cats or other household pets may be kept on a Lot.
- 9.2.2 When outside of a home, all pets must be in a fenced area, be on a leash or be under some other means of physical control of the owner. All pets must be on a leash at all times when they are not on their Owner's Lot.
- 9.2.3 Noisy animals [such as barking dogs] are prohibited with no exceptions.
- 9.2.4 Home owners shall remove all fecal matter deposited by their animals immediately.

10. Signs

10.1 References:

- CCR&R Section 6.9 Signs

10.2 Policies

- 10.2.1 Signs of any type are prohibited in the planting/parking strip between the street and the sidewalk.
- 10.2.2 During election season, temporary candidate or issue signs are permitted without written approval starting four (4) weeks prior to Election Day/Vote, limited to one (1) sign per candidate/issue, and must be removed the day after the election.

10.2.3 Only the official signs of the candidate/issue are permitted (i.e., no hand-made signs).

10.2.4 Political signs that exceed standard yard sign dimensions (18" x 24") shall not be permitted.

10.2.5 All other signs and posters are prohibited except signs of not more than one square foot displaying the resident's name and one sign of not more than five square feet advertising the Lot for sale or rent.

11. Communication and Social Media

Policies:

- The PMHOA BOD will use the following methods to communicate to the owners
 - Official PMHOA meetings
 - Newsletters posted and sent out to the owners
 - Social Media by Facebook Group or Nextdoor
- The HOA may use Social Media to communicate between home owners of the community. Only home owners, tenants or residents will be allowed
 - Facebook Private Group "Pacific Meadows "Snohomish" HOA"
 - Nextdoor "Pacific Meadows"
- The PMHOA BOD may use it to request volunteers for help on
 - Committees
 - Work groups
 - HOA activities.
- The PMHOA BOD will monitor and try to respond to questions, but any official questions/complaints must be done at an HOA meeting or in writing to the Community Manager
- The PMHOA BOD will make available Newsletters and reminders on upcoming meetings or activities
- The PMHOA BOD will **NOT** conduct the following business on social media.
 - Voting on official amendments or budgets
 - Discussion or posting of HOA Financials
 - Responding and debating assumed violations
- No foul or inappropriate language is allowed.
- No threats will be allowed.
- Any violation of the rules will be reported to the site/group administrators for resolution and/or removal.

12. Vehicles and Parking

12.1 References:

- CCR&R Section 6.2 Restrictions on Storage
- CCR&R Section 6.26 Garages
- CCR&R Section 6.30 Parking
- MCC 11.08.140 Parking not to obstruct traffic
- MCC 11.08.200 Parking recreational vehicles and trucks
- MCC 14.21.040 Prohibited discharges

NOTE: At the time of authoring the CCR&R, the streets within the PMHOA were private property. When the developer "dedicated the streets" as public it limits what the PMHOA can do in regards to towing and impound.

12.2 Policies:

- 12.2.1 Parking on a curb is not allowed as it prevents right-of-way usage including but not limited to watering devices/systems.
- 12.2.2 Vehicles used for commercial purposes that are standard-sized cars, vans, and pickup trucks shall be considered passenger vehicles and may be parked.
- 12.2.3 No campers, recreational vehicles, boats or trailers may be parked in the driveway or street for longer than fourteen (14) days in a calendar year.
- 12.2.4 No vehicle shall be allowed on the PMHOA common areas.
- 12.2.5 Vehicles with tarps covering all or a portion of them shall not be parked in the street. Vehicles with tarps may park in the driveway for no longer than 5 consecutive days in a calendar month.
- 12.2.6 Vehicle repair shall be limited to periodic maintenance to resident owned vehicles. Maintenance must be performed in the owner's driveway. Radiator flushes are not allowed. At no time should automobile fluids of any type be disposed of in storm drains, sewers or garbage cans.
- 12.2.7 Before parking on the street, the owners will make first use of the garage and then second use of the driveway.

13. Common Areas

13.1 References:

- CCR&R Section 2.3 Use of Common Area
- CCR&R Section 4.3.6 Maintenance and Repair of Common Area
- CCR&R Section 4.3.8 Fences, Landscaping, Etc.
- CCR&R Section 6.19 Mailboxes
- PMHOA Policy 7.2.5

13.2 Policies:

13.2.1 Violations of Section 13 shall not result in a warning. An initial violation shall result in a fine of \$250 and all subsequent violations shall result in a fine of up to \$500. Ongoing violations will result in a fine of \$25 per day.

13.2.2 No Unauthorized Dumping, Destruction and/or Alterations

There shall be no dumping, destruction or alterations made anywhere in the common areas. These include (but are not limited to) parks, berms and planting beds, entry monument, paths, and undeveloped areas.

- Personal belongings are not allowed to remain on any common area when not actively in use. The Association is not responsible for personal items damaged in the common area.
- Use of the common areas may be restricted or denied if miss-use occurs

13.2.3 Parks

Playground equipment is for the use of members of the Pacific Meadows, Snohomish Homeowners' Association and their guests. Use by others is prohibited. The Association is not responsible for injuries or accidents while playing in the playground.

- Open: Dawn to Dusk

13.2.4 Mailboxes

The Association is responsible for the maintenance of the Mailboxes **with the following exception:** Individual Mailbox Locks and Keys

- Individual Mailbox locks in existing mailboxes are maintained by the owner
- The Association does not have any keys for individual mailbox locks in their possession
- An owner may replace their individual lock at their own expense and shall not interfere with or damage any other part of the mailbox. The local postmaster shall be contacted to obtain their instructions and/or requirements.
- When the association replaces an existing mailbox unit, it will include new locks. A onetime key distribution will occur only at that time.

13.2.5 Private Storm Water Facility

Catch basins throughout Pacific Meadows flow through the Private Storm Water Facility including the filters in the vaults. Discharging only water into the catch basins reduces maintenance costs and extends the life of the filters. This cost is equally shared by all owners.

- Discharging anything other than water into catch basins is prohibited including (but not limited to) trash, debris, yard waste and vehicle/hazardous fluids.

13.2.6 Fences

Owners are responsible for maintenance of fences bordering their property even if adjacent to a common area and/or installed by the developer as described in policy 7.2.5.

14. Architectural Control Committee (ACC)

14.1. Policies

14.1.1 References:

- CCR&R Section 5.1 Construction and Exterior Alterations or Repairs
- CCR&R Section 6.18 Completion of Projects
- CCR&R Section 6.20 Exterior Add-Ons
- CCR&R Section 6.21 Outdoor Fires
- CCR&R Section 6.22 Screened Service Area
- CCR&R Section 6.23 Damage and Repair of Property
- CCR&R Section 6.29 Driveway Standard
- CCR&R Section 6.31 Roof
- CCR&R Section 6.32 Exterior Finish
- CCR&R Section 6.35 Games and Play Structures
- CCR&R Section 6.36 Construction of Significant Recreation Facilities
- CCR&R Section 6.38 Landscaping

14.1.2 Policies:

Previously approved modifications by ACC or Builder do not require re-approval under this new policy. If no such prior approval exists, the PMHOA BOD may, at their discretion, request an evaluation by the ACC and/or removal/return to prior state.

Examples [but not limited to] that DO NOT require ACC approval

- Playground equipment placed in the back yard and not visible from street or other Lots
- Patio umbrella
- Trampolines
- Repainting your home/structure with the EXACT same color [part of homeowner maintenance]

Examples of [but not limited to] Items that DO require ACC approval

- Landscaping seen from the street
 - See Drawing next page:
 - The hatched area (#8) represents what is considered the front yard pervious surface. 50% of this area is allowed to be landscape in lieu of grass. Submit ACC form and type of material to be used.
 - Shall consist of grass, planted flowers, shrubs and/or dwarf trees
- Fences and Sheds

- The fence's color shall be a clear lacquer or wood-type color
- Installation of permanent concrete, asphalt or crushed stones for the purpose of patio, sidewalk or driveway foundations or extensions
- Permanent Patio Covers attached to the house
- Street Tree Replacement or Planting
- Flag Poles

14.2 Process for Obtaining ACC Approval

NOTE: Policies cited within this section are overseen by the ACC

14.2.1 References:

- CCR&R Section 5.1 Construction of Exterior Alterations or Repairs
- CCR&R Section 6.18 Completion of Projects

14.2.2 Process:

- a) Define construction plans
- b) Research applicable Marysville Municipal Codes
 - Modify construction plans as required
- c) Download and fill out HOA paperwork
- d) Submit request to the Community Association Manager, at least 30 days prior to start of construction
Respond to any questions/concerns
- e) Receive Approval from ACC [no response within 30 days is automatically approved]
 - If denied follow appeals process
- f) Complete construction project within six (6) months from the commencement of construction

14.3 Process for Appealing ACC Denial

NOTE: Policies cited within this section are overseen by the ACC

a) References:

- CCR&R Section 5.4 Appeals

b) Process:

- i. Request hearing from the BOD within sixty (60) days of the ACC's written decision
- ii. The BOD will review the ACC decision at the next regularly scheduled meeting or call a special meeting within thirty (30) days of receipt of notice of appeal.
- iii. The BOD shall give at least five (5) days written notice to the appealing Owner of the time and place of the meeting.

15. Financial Records

15.1 References:

- CCR&R Section 7.10 Records, Financial Statements

15.2 Process to Obtain Financial Records:

15.2.1 Send an email or letter to the Community Association Manager

15.2.2 ProCAM will provide username and password to access financial records via HOA SharePoint.

15.2.3 If Community Association Manager fails to provide them or puts unreasonable requirements on requesting them contact a member of the BOD.

16. Street Tree Replacement

16.1 References:

- CCR&R Section 4.3.7 Maintenance of Right of Way and Drainage Easement, Etc.
- MCC 22C.120.140 Street tree requirements

16.2 Process for Tree Replacement:

In accordance with referenced requirements, the following process must be followed for replacing a street tree:

- 16.2.1 Contact City of Marysville Community Development Department for approval to remove a tree from Public Right of Way. <http://marysvillewa.gov/96/Community-Development>.
- 16.2.2 Remove tree and root (grind if necessary) by the home owner and at home owner's expense unless City has resources to provide.
- 16.2.3 Replant by the home owner and at home owner's expense unless City has resources to provide.
 - a) Tree Caliper (diameter) must be 1-1/2" or larger at the time of planting.
 - b) Specimen: Must be same as what was removed. Thundercloud Plum or Red Sunset Maple.
 - c) If the city has a resource to plant, but they choose a different specimen than the street uses, the homeowner may not use the tree provided. The tree plant must be the same as the tree that was removed and must be a Thundercloud Plum or Red Sunset Maple.
 - d) Season: for the optimum establishment of a new tree, the best time of year is to plant is November-February. The ground should be compactable to properly hold moisture and should not be frozen.

17. Enforcement Procedures

- 17.1 Authority. The Board of Directors is authorized and empowered to investigate, hear and determine all complaints concerning violations by any Owner, tenant or occupant of the Governing Documents or of any decision of the Board made as provided in the Governing Documents. The Board is further authorized and empowered to impose a fine as may be allowed herein in an amount not to exceed the maximum rate established on any person whom it finds to have violated the Governing Documents.
- 17.2 Informal Dispute Resolution Preferred. It is the intent of the Association that an informal process be encouraged prior to the initiation of a formal complaint against an Owner, tenant or other occupant of a Lot. To that end, any Owner, tenant, occupant or employee or agent of the Association has the authority to request that an Owner, tenant or occupant of any Lot cease or correct any act or perform any omission which appears to be in violation of the Governing Documents or of any decision of the Board made as provided in the Governing Documents. The informal request should be made, either verbally or in writing, prior to initiation of the

formal complaint process. Nothing in this paragraph should be construed as a requirement or condition to making a complaint.

17.3 Complaint. If the dispute or violation is not resolved informally then a complaint may be filed by any Owner, tenant or occupant, including a member of the Board, or may be filed by an employee or agent of the Association (referred to as the "complainant"). The complaint shall contain a statement of the problem necessitating the complaint setting out in simple and concise language the acts or omissions with which the alleged violator (referred to as the "respondent") is charged. The complaint should identify the specific provisions of the Governing Documents or decision of the Board which the respondent is alleged to have violated. The complaint shall state as many of the specifics as are available regarding time, date, location, nature of violation, persons involved, etc. The complaint should also state the efforts which were made to resolve the matter informally. The NOTICE OF WARNING, INFRACTION AND/OR FINE form, attached hereto, may serve as the complaint.

17.4 Service of Complaint. Within ten (10) days of receipt of the complaint, the Association shall cause the NOTICE OF WARNING, INFRACTION AND/OR FINE form to be served upon the respondent, at the respondent's address of record, if an Owner, and at the Lot address if a non-owner occupant. Service of the NOTICE OF WARNING, INFRACTION AND/OR FINE shall be by leaving same with the respondent personally, by leaving same with a person of suitable age and discretion at the respondent's residence or by first class mail.

17.5 Notice of Respondent's Rights and Hearing. If an appeal hearing has been requested, the Association shall, at least fifteen (15) days prior to any such hearing date, serve upon the respondent and complainant a Notice of Rights and Hearing, which shall be in substantially the form attached hereto but may contain additional information as the Board may deem to be appropriate from time to time.

17.6 Default. Failure of one party to appear at a scheduled hearing, where that party prior to the hearing has failed to show good cause why the hearing should be rescheduled, does not preclude the Board from proceeding with the hearing, receiving evidence from and hearing arguments by the other party and making a decision in the matter. Upon failure of the complainant to appear, the Board may, in its discretion, drop the matter.

17.7 Hearing Procedure

17.7.1 Conduct of Hearing. The hearing shall be heard by the Board of Directors sitting as a Hearing Board. The respondent shall appear in person or by a duly authorized representative. The President, or in his or her absence the Vice President, shall preside over the conduct of the hearing and shall make any necessary evidentiary rulings. The hearing shall be informal. At the beginning of the hearing the President shall explain the rules and procedures by which the hearing is to be conducted.

17.7.2 Order of Proceedings. The order of proceedings shall be as follows:

- (a) Each party to the proceeding is entitled to make an opening statement.
- (b) Each party is entitled to produce evidence, witnesses and testimony. The other parties are entitled to cross-examine any witnesses and the opposing party.
- (c) Each party is entitled to make a closing statement.

- (d) Any member of the Board may question any party or witness. The Board members may, on their own motion, call additional witnesses or secure tangible evidence.

17.7.3 Rules of Evidence. Any relevant evidence which is not privileged is admissible regardless of whether the evidence is hearsay or otherwise inadmissible in a court of law.

17.7.4 Assurance of Voluntary Compliance. The Board in its discretion, in lieu of or in addition to calling the hearing, may accept a written Assurance of Voluntary Compliance from any respondent. Giving an Assurance does not constitute an admission that a violation has taken place. The Assurance may include a stipulation for payment by respondent to the complainant and/or the Association. From time to time, a person who has made an Assurance of Voluntary Compliance shall provide all information the Board reasonably requests to determine whether the respondent is in compliance with the Assurance. The Board is not precluded from further action by its acceptance of an Assurance of Voluntary Compliance in the event that the respondent violates the terms of that Assurance.

17.7.5 Decision and Order.

- (a) As soon as possible, but in no case more than ten (10) days after the close of the hearing, the Board shall meet in executive session to deliberate and reach a decision. The decision of the Board shall be in writing and, if a violation is found, shall state the particular violation(s) found.
- (b) Upon a decision that a violation has occurred, the Board may order that the respondent shall do or refrain from doing any act necessary to cause the respondent to comply with the provisions of the Governing Documents and/or any decision of the Board. The order of the Board shall become effective ten (10) days after it is served on the respondent in the manner provided above, unless the Board otherwise provides in its order.
- (c) The Board may provide in its order for the imposition of a reasonable fine not to exceed the maximum amounts set from time to time by resolution of the Board. The fine may include a daily fine in the event that the respondent does not comply with the order of the Board, including the payment of the fine, within the allotted time. Any fine or charge so imposed by the Board shall be the personal obligation of the person against whom it is imposed, shall constitute a lien upon the Unit owned or occupied by that person, and may be collected in the manner provided in the Declaration in same manner as for assessments.
- (d) The decision of the Board shall be served on each party to the matter forthwith in the manner provided above. A copy of the decision and order shall be sent to the Secretary of the Association and shall be included in the books of the Association.

17.7.6 Judicial Enforcement. Failure to comply with a decision of the Hearing Board following notice of a violation and an opportunity for a hearing, shall be grounds for an action by the Association to recover sums due for damages, which shall include any fines levied by the Hearing Board and any costs incurred by the Association in connection with the proceedings before the Hearing Board, or for injunctive relief, or both, maintainable by the Association. In any action brought as provided in this Section, the prevailing party

shall be entitled to recover as part of its judgment a reasonable sum for attorney fees reasonably incurred in connection with the action, in addition to its expenses and taxable costs.

18. Fine Schedule

18.1 The Board will enforce the following fine schedule for violations of the Association's Governing Documents, including, but not limited to, the Declarations, Bylaws, Rules & Regulations, and any decision of the Board:

18.1.1 1st violation: Warning unless otherwise provided in specific Rule.

18.1.2 2nd violation of the same provision: Fine up to \$50 fine, at the Board's discretion, unless otherwise provided in specific Rule.

18.1.3 3rd violation of the same provision: Fine up to \$100, at the Board's discretion, unless otherwise provided in specific Rule.

18.1.4 4th or more violations of the same provision: Fine up to \$250, at the Board's discretion, unless otherwise provided in specific Rule.

18.1.5 Continuing Violations. Each and every day a violation continues shall be considered as a separate offense and will be subject to an additional fine of up to \$10 per day, beginning ten (10) days after the Owner is notified of the fine until the violation is corrected.

18.2 Fines are an assessment per the Association's CCR&Rs. Fines are due within fifteen (15) days of notification. Interest and late fees will be assessed for late payment of fines.

Duly adopted by the Board of Directors on January 16, 2020.



President of Pacific Meadows,
Snohomish Homeowners' Association

NOTICE OF WARNING, INFRACTION AND/OR FINE

TO: _____, respondent

LOTT/ADDRESS: _____

This is to notify the respondent that the Association has received a complaint against the respondent concerning violation of the Governing Documents of the Association as follows (state with specificity the nature of the violation and the pertinent rule, regulation, etc.):

Check one or more of the following, as applicable:

☐ This is your Notice of Warning. You have _____ days to either correct the infraction and/or remove the violating condition. If you fail to do so, then the Association will proceed with formal enforcement.

☐ The respondent has previously been sent a Notice of Warning concerning the above stated infraction but has failed to correct the situation.

☐ The respondent is assessed a fine of \$_____ under the authority of the most recent resolution of the Board for fines to be imposed in the case of infractions. The fine ☐ is ☐ is not a continuing fine. (A continuing fine is one that can be imposed in the above stated amount for each and every day, month or other specified time period that the infraction which is the subject of this Notice continues.)

☐ Imposition of the above fine is suspended for _____ days (no less than five (5) days). If the infraction is corrected within that time, then the fine will be rescinded.

☐ The Board has set this matter for a hearing. See accompanying Notice of Rights and Hearing Before Board. At the hearing, the Board will decide the validity of the infraction(s) and fine(s) to be imposed, if any.

Right to Appeal If this is other than a Notice of Warning, you have the right to appeal the action taken above to the Association's Board of Directors. In such case, imposition of any fine imposed will be suspended pending determination of the appeal by the Board. If you wish to appeal, you must deliver written notice of the same to the Association's Secretary or the Association's Manager within fifteen (15) days after service or delivery of this Notice to the respondent. The request for appeal will not be deemed to have been delivered until actual receipt by the Association's Secretary or the Association's Manager.

Signed: _____

Date: _____

Title: _____

NOTICE OF RIGHTS AND HEARING BEFORE BOARD

RESPONDENT: _____

COMPLAINANT: _____

Please be notified that a hearing will be conducted before the Pacific Meadows, Snohomish Homeowners' Association Board of Directors at _____ O' clock ____ .m. on _____ day, _____, 20__ upon the charges made by complainant in the complaint attached to this Notice. In the event that you are not present at the hearing a decision may be made against you.

You have the right to be present at the hearing and to present any relevant witnesses or other evidence. You will be given full opportunity to cross-examine any witnesses presented by the other party.

If any of the parties can show good cause as to why they cannot attend the hearing on the above date, they must submit a written request to the Board at least forty-eight (48) hours prior to the scheduled hearing date.

Failure to appear or to obtain an order rescheduling the hearing will constitute a "default" as per the Association's enforcement procedures and the Board may proceed with the hearing.

The respondent may admit to the complaint in whole or in part. In that event, the Board may hold a hearing as to any mitigating circumstances or to determine the appropriate penalty or may make a determination to waive the hearing and simply impose a penalty, if any.

DATED: _____

Secretary or Association Manager