

Rules and Regulations

The Windhaven Homeowners Association

Authority

The rules are set forth pursuant to the authority conferred to the Windhaven Homeowners Association herein after referred to as the "Association."

Authority conferred by Section 13.6.3 of that certain Declaration of Covenants, Conditions and Restrictions for Windhaven Homeowners Association recorded under Spokane County Recording No. 7065303/7065304 as amended from time to time, the "CC&Rs"), which states, "*The Board shall have the power to adopt Rules for any purpose authorized under the CIC Act, including the power to adopt Rules to establish and enforce construction and design criteria and esthetic standards pertaining to the improvements and alterations to the Community.*"

Intent

It is the intent of these rules and regulations to augment the recorded CC&Rs for the purpose of protecting the value and desirability of the homes within the Community and protecting the natural beauty of the common areas, which is the purpose of the Association.

The Community Rules and Regulations do not replace the provisions of the Plat Map, CC&Rs, Articles of Incorporation, or Bylaws. Rather, they supplement those documents. In the event these rules and regulations conflict with the previous documents mentioned herein, the Plat Map, CC&Rs, Articles of Incorporation, or Bylaws shall govern.

Identifying a Possible Violation

Windhaven Homeowners Association utilizes a complaint-based enforcement system. Possible violations may be identified by periodic inspections by the Community Manager or the Board, by a Homeowner's written complaint or by other reasonable, reliable means. The Community Manager and the Board have no obligation to perform inspections. The Board encourages Owners and Residents to first attempt resolving complaints between themselves and their neighbors. With no result from personal contact with the offending party, an Owner may bring a possible violation to the Board's attention through a written complaint (e-mailed, or by USPS mail) to the Community Manager. The complaint must identify the property address or Owner and must specifically describe the violation and date of the violation preferably with a digital photo included. Complaints may, but are not required to, be kept confidential.

Any violation of the rules and regulations below, or the CC&Rs will be considered a finable offense. A violation notice will be issued for infractions stating the timeframe for compliance, the specifics of the alleged offense, and the fine schedule. Owners and tenants are responsible at all times for the reasonable conduct of their family members and guests. Owners are responsible for notification to their tenants of covenant restrictions and rules and regulations.

1. Good Citizenship

- a. Owners are responsible for notifying the Board or the association's management partner immediately of any change in billing address.
- b. Quiet hours shall be between the hours of **10:00 pm and 7:00 am**.

- c. No noxious or offensive activities shall be carried on, in or upon any Unit, nor shall anything be done therein which may be or become an annoyance or nuisance to other Homeowners.

2. Yard Maintenance

- a. Front yard landscaping and all landscaping visible from the street or common areas must be kept well maintained, including mowing, removal of dead or dying plants, trimming and pruning of shrubs and trees, weed removal, fertilization and watering (except in times of water rationing decreed by the local water utility district.)
- b. Backyards are to be landscaped within six (6) months from the date of the home's purchase.
- c. No tree five inches or more in diameter shall be removed from any lot without prior approval of the Architectural Control Committee.

3. Vehicles and Parking - (18.2.5) *Notice and Opportunity to Be Heard shall not be required in regard to the removal of vehicles that are in violation of the parking rules.*

The roads within the Association are private roads, and as such, the Association has the authority to ticket and tow any vehicles in violation of these rules or of section 10.2.2 of the CC&Rs.

- a. Street parking is limited to the short-term parking of the cars of guests and visitors. All vehicles of owner and occupants of the homes must first be parked in the home's garage and then any available driveway areas of their home.
- b. Boats, trailers, truck campers, motor homes, commercial vehicles and like equipment shall not be parked or stored on any Lot or on public right of ways except:
 - i. On a temporary basis for loading and unloading, for not more than 48 hours not more than once per month.
 - ii. After obtaining prior written approval from the ACC Committee, equipment may be parked on that portion of the lot not located between the street and front setback line, with proper screening.
 - iii. With prior approval of the Architectural Control Committee or Board of Directors, recreational vehicles may be temporarily allowed for extraordinary or emergency circumstances. Owners should request a parking variance from the Board at least 30 days prior to when extended parking may be necessary.
- c. No motor vehicles which are illegal to operate due to licensing or physical conditions shall be parked or stored on any lot (except inside a garage) or in the street for more than 48 hours. Motor vehicles, inoperable for reasons of mechanical failure, shall not be parked and/or stored on any lot (except inside a garage) or street for more than 48 hours.
- d. Even if operable, no vehicles are permitted to be stored on any lot (except inside a garage) covered by tarps, car covers, or other materials used to preserve the paint and/ or prevent leaking.
 - i. Vehicles that are not in compliance are subject to fines.

- e. No motor vehicle may be parked on any surface not originally designated for parking by the builder/developer or otherwise approved by the ACC. Surfaces designated for parking include garages, driveway aprons, and streets (where not prohibited). Vehicles should not impair use of sidewalks nor access to driveways. Any vehicle not parked in accordance with these restrictions shall be subject to fine unless parked in accordance with a written exemption granted by the ACC.
- f. Parking is not permitted where there are posted “No Parking” or “Fire Access” signage. Parking or obstruction of a street or designated fire land will be subject to towing at the owner’s expense without prior notice.
- g. Vehicle fluid and oil spills must be immediately removed and cleaned up by, or at the expense of, the Resident.
- h. From November 1 each year to March 31 of the following year, parking of oversize vehicles that would ordinarily impede sidewalks will be allowed in driveways, rather than off-site, subject to the following conditions to minimize the impediment: 1) Any tow hitch shall be removed from the vehicle, and 2) The vehicle shall be parked such that no more than 6 inches shall be between the vehicle and the garage door.

4. Animals

- a. A Unit owner may keep dogs, cats, and other indoor household pets in accordance with these Community Rules and Regulations and Section 10.2.9 of the CC&Rs.
 - i. While they may be permitted by the Spokane Municipal Code, livestock including chickens, ducks, etc. are not allowed to be owned or kept at any home or lot within the Association.
 - ii. All animals shall be kept solely as domestic INDOOR pets.
 - iii. No animals shall be kept in number and bred or maintained for commercial purposes.
 - iv. Dogs must be restrained to an owner’s fenced yard. Chaining or tethering a dog to a stationary object in a yard is NOT permitted.
 - v. Pets within the Community shall be leashed and accompanied by a person who shall be responsible for promptly cleaning up any animal waste and disposing of same in suitable containers.
 - vi. Owners shall not permit their pets to relieve themselves on neighbors’ yards and should take reasonable steps to prevent such activity from occurring.
 - vii. No animal shall be allowed to make an unreasonable amount of noise or become a nuisance inside or outside of the dwelling.

5. Trash Containers

- a. All garbage and other waste materials shall be kept in appropriate sanitary containers located in the garage or on the side of the home and concealed from view from the street and from adjoining Units to the extent practicable. Trash cans are not to be stored in driveways.

- i. Garbage containers may be put out by the curb the night prior to garbage pick-up and must be removed from the curb the night of garbage pick-up. Containers are not to remain out over 24 hours

6. Holiday Displays, Flags and Other Exterior Decorations

- a. All holiday displays and decorations may be installed no earlier than 30 days before the pertinent holiday must be removed within 30 days of the end of the pertinent holiday. All holiday decoration that appear seasonal in nature must be removed per the above listed guidelines no matter the holiday or religious affiliation.
- b. Prior written approval from the ACC Committee is required for year-round exterior decorations, displays or adornments (including statues, fountains, ponds, or string lights) in the front yard.
- c. Sports equipment such as soccer nets, pitching nets, basketball hoops shall not be placed in such a way that blocks regular pedestrian ingress and egress on community sidewalks nor shall they be permitted to block the drive lanes at any time. Mobile basketball hoops are permitted in an owner's driveway.
- d. Yard pieces or yard art (statues, sculptures, fountains, bird baths) whether for decoration or otherwise that are more than 12" tall or wide shall be permitted outside of the Home and within view from the street are permitted without an approved ACC Application.

7. Home Business

- a. Home business occupations are permitted provided such businesses are undetectable from the street by sight, sound, odor, or noise.
 - i. The business use shall operate in its entirety within the dwelling unit and only by persons residing in the dwelling.
 - ii. The business use shall be clearly incidental and secondary to the use of the dwelling for dwelling purposes and shall not change the character of the dwelling or of the neighborhood by increasing noise, lights, traffic, or other disturbances.
 - iii. The business operation must comply with all applicable municipal ordinances, and maintain current licenses as required by the municipality. The Board will require copies of licenses.

8. Signage

- a. No more than one professionally made "Home for Sale" or "Home for Lease" sign or hangman style sign, not larger than two (2) square feet in total size shall be displayed at any time.
- b. A reasonable number of garage sale signs may be posted within the community so long as they are posted no earlier than two days prior to the sale and removed no later than 6:00 pm on the last day of the garage sale.
- c. Except for security alarm signs, all other commercial and advertising signs are prohibited.

- d. During regular political campaigns, owner may display political signs not larger than five (5) square feet in total, which shall be in place no longer than (60) days and must be removed the day following the election for which they is displayed.

9. Architectural Changes (Section 11.5) – *Application “Exhibit A”*

- a. No structure shall be constructed or caused to be constructed on any Unit unless the plans for the structure have been approved in writing by the Architectural Control Committee or the “ACC”.
 - i. This includes any building, wall, or other structure or exterior addition, change, or alteration to it that is to be commenced or erected upon a Unit; including parking bays, new roofs or siding materials, sheds, garages, play structures, decks, flags, and any other item that would be visible from the street or common areas. US and State flags are permitted, however, the ACC must approve the installation details of these flags.
 - ii. Fences: Only six-foot (6’) tan vinyl fences may be installed upon any lot within the Association. Any new fencing or alterations to existing fencing (including color) must be approved by the ACC prior to construction or alteration. No fence, wall, hedge or mass planting shall, at any time, extend higher than six feet (6’) from the ground.
 - iii. No structures including decks and outbuildings that may damage the utility easements or the storm drainage easements may be placed within these easement areas or outside any lot’s building setback.
- b. All requests must be routed through the ACC for the Windhaven Homeowners Association, Board of Directors, or the Board’s representative.
 - i. All requests must be sent via certified mail or via e-mail to the ACC or HOA Management Company, with verification of receipt requested or by obtaining a written receipt of acceptance signed and dated by a member of the ACC or Management Company.
- c. Failure to submit in advance may result in the ACC having to require removal or changes, the costs of which must be paid by the Unit owner. (Section 7.6 of the Declaration)
- d. The ACC shall approve or disapprove such plans **within thirty (30)** days of the date of receipt of a complete submittal. Any application requiring additional information to review the request will be considered incomplete. The **30-day timeline** does not start until all required information is received and management has deemed the application “complete”.
- e. Performance or work prior to ACC approval may result in a \$250 fine for the first offense, and \$500 for each additional offense.

10. Satellite Dishes and Antennas

- a. Satellite dishes not exceeding twenty-four inches (24”) in diameter (or other size hereafter adopted by the Board or ACC to reasonably accommodated Owners) may be allowed on the buildings with the prior written approval of the ACC. The satellite dish must also meet the following criteria:
 - i. The satellite dish is placed in the most discreet location.

- ii. The satellite is screened from view.
 - iii. The satellite dish is not visible from the Street.
- b. Dishes and antennas shall be in good working order and well maintained. Inoperable or rusted dishes should be removed or replaced and disposed of appropriately.

11. Move-In and Move-Out

- a. Only in the instances of a change in residency, portable storage containers like PODS are permitted without prior approval of the Association as so long as:
- i. The container can fit fully in the home's driveway.
 - ii. The container will not be on the property for longer than fourteen (14) days.
- b. Should a portable storage container need to be placed on the Association's roadways or need to be in place for longer than fourteen days, then the requestor should submit their request at least thirty (30) days prior to the moving date with the Association Manager for consideration by the Board.
- c. Homeowners are responsible for any damage caused to Association common areas by the delivery of a portable storage container.

12. Meeting Minutes

- a. Minutes of Meetings of Members can be approved by the Board of Directors.

Assessments, Late Fees and Fines

Homeowner Assessments (dues) are due on the 1st day of each month and are considered late if not received by the 15th of each month.

1. Late Charge. A monthly late charge of \$25 is assessed against each Unit and its Owner with an Assessment account that is not paid in full by the 15th day of each calendar month, which the Association's management is authorized and directed to charge to and collect from each such Unit Owner.
 - a. An additional \$25 late fee will be charged for each subsequent month that a payment is not made, or the account has an outstanding balance owing. In addition, a \$25 fee may be charged to cover the administrative fees for second and subsequent late notices sent in an effort to collect late assessments.
2. Collection Costs. Any delinquent Owner shall be responsible for all costs and expenses incurred by the Association in connection with any delinquency, including, without limitation, all fees or charges imposed by the Association's managing agent or bank for services in connection with the delinquency (including charges for delinquency letters, statement fees for delinquent accounts, bank fees and rent intercept letters), recording fees and other costs incurred in connection with the recording and/or release of any notice of lien, and all attorney fees and other costs incurred by the Association. All such costs and expenses shall be charged to the delinquent Owner's account and shall be included as part of the Association's assessment lien against the delinquent Unit.
3. Statements/Notices. The Association's financial manager shall continue sending delinquent Owners any invoices or statements that are normally sent to Owners unless and until the account is referred to collection counsel or the Association or manager become aware of any bankruptcy proceeding.
 - a. The Association or its management shall send any Unit Owner that is delinquent for 16 days or more, a written courtesy notice about the delinquency and requesting payment of all amounts due within 30 days.
 - b. The Association or its management shall send any Unit Owner that is delinquent for 30 days or more, a second written notice about the delinquency and requesting payment of all amounts due within 30 days to avoid further action that may include requiring any tenant to make rental payments to the Association, recording a notice of lien, initiating a collection lawsuit, requiring interest on delinquent assessments, and foreclosing the Association lien.
 - c. The Association or its management company shall send any Unit Owner that is delinquent for 60 days or more, written notice that if the Owner's Assessment account is not paid in full within 10 days or if other arrangements satisfactory to the Board are not made within 10 days, the association will take legal action on the delinquent account.
4. Owner's Failure to Pay. If an Owner fails to pay or make other arrangements acceptable to the Board after the notices required above and if the Owner is not subject to a bankruptcy proceeding, then the Association and its financial manager shall proceed as follows:
 - a. The account shall be referred to the Association's attorney for advice and action.
 - b. In addition, if the Association or its management becomes aware that any Owner is the subject of any bankruptcy proceeding or that a foreclosure action is pending against any Apartment, the account shall be promptly referred to the Association's attorney for advice and possible action. The notice process ordinarily required by Section 4 does not apply to accounts where the owner has filed for bankruptcy protection or where his or her lender is foreclosing.

5. Attorney Contact/Collection. Once an account is referred to the Association's attorney, all contact with the delinquent Unit Owner will be through the attorney. The attorney shall collect all amounts due from the delinquent Unit Owner on behalf of the Association until the account is brought current.
6. Collection Representative. The Association's financial management company is authorized and directed to act on behalf of the Board as its designated representative to oversee the collection of all delinquent assessments and other amounts due the Association, including directing the Association's attorney or collection agency in connection with any such matter. The financial management company shall consult with the Board prior to authorizing commencement of any legal suit and or acceptance of any payment plan.
7. Interest. The Board has determined that it is generally impractical to initially charge and collect interest on delinquent Assessments, but that (a) interest at the rate of 12% per annum shall be required on all accounts (from the date of each delinquency) for which the Association institutes any form of legal proceeding to collect delinquent amounts and (b) any monetary judgments against a unit owner for Assessments due the Association shall bear interest from the date of the judgment until paid at the rate of 12% per annum. In addition, the Board, or the Board's collection representative or attorney may require interest (from the date of each delinquency) on any account more than six months delinquent, whether or not legal proceedings are instituted.
8. Application of Payments. All payments received by or on behalf of any Unit Owner will be applied against outstanding amounts in the order they became due (i.e., towards the oldest first).
9. Alternate Attorney Advice. It is impossible to foresee all circumstances and fact patterns that may arise with respect to any collection matter. The Board may deviate from any of the provisions set forth in this Collection Policy on the advice of its attorney.

PROCESS FOR FINES FOR VIOLATIONS

The Board may use a "three step" approach for handling violations unless a violation constitutes a health or safety hazard in the Board's sole subjective determination. In that case, the Board may impose a fine within fifteen (15) days after sending a notice. (Section 16.7)

Step 1 - First Written Request (Courtesy Notice)

After the first violation is identified, the Community Manager will email, send or deliver a notice to the Owner at the address provided by the Owner and/or to the property address, requesting voluntary restoration or compliance with the Declaration or Rules within fifteen (15) days from the date of the letter.

Step 2 - Second Written Request (Compliance Notice)

If the violation is not corrected within fifteen (15) days from the date of the first Notice, or a similar violation occurs again within a year, a second or Compliance notice may be sent or delivered to the Homeowner requesting voluntary restoration and/or compliance with the Declaration or Rules and advising that a non-refundable administrative fee of \$25.00 for the processing of a second compliance notice has been assessed to the owners account. The compliance notice shall disclose that a fine of \$50 may be imposed if the violation continues.

Step 3 – Third Written Request (Compliance & Fines Notice)

If the violation identified in the second written notice remains unresolved Compliance and Fine Notice shall be sent advising that a non-refundable administrative fee of \$25.00 for the processing of a third compliance notice has been assessed to the owners account and that a \$100.00 fine is imposed.

If the violation continues after thirty (30) days from the date the first fine was imposed, the Board may impose an additional \$100 fine, with subsequent additional fines every month in \$100 increments until the violation is cured.

As part of Step 3 remedies, if a violation remains unresolved after sixty (60) days, the Board may alternately choose to impose, a \$25 daily fine for each day a violation of the Association remains uncured.

A statement or invoice reflecting fine(s) will be sent or delivered to the Owner. Owners are responsible for all administrative costs associated with the handling of their violation.

Right to Cure – Section 11.1.7 of the Declaration

In those instances where an owner fails to perform the required maintenance obligations as required by the CC&Rs, the Board may choose, after sixty (60) days prior written notice to such owner, to perform such maintenance and repair to cure the violation and to charge the owner's account for the cost of such work.

All fees and fines chargeable by the Association against a lot are and shall be collectable in the same manner as Assessments.

Fines are not an exclusive remedy. The Board may resort to other remedies in addition to, or instead of, fines. Fines are special assessments, which may be collected as described in the Declaration. Paying a fine does not relieve a person from the responsibility to cure a violation or being in compliance with the Declaration or Rules.

Notice and Opportunity to Be Heard

Disputing A Compliance Notice

Any Owner receiving a notice for non-compliance or a violation of the Declaration or Rules who believes no violation has occurred, may submit a written explanation to the Board, submitted through the Management Company. An opportunity to be heard by the Board will be scheduled if requested.

Right to Notice and Opportunity to Be Heard In accordance with RCW 64.90, owners who receive a violation notice or have been assessed a fine have the right to request a hearing by the Board. At the hearing, the affected persons shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the Board to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the Board. The affected person shall be notified of the decision in writing following the requested hearing. Owners who would like to request a hearing must contact the Association Manager in writing within ten (10) days of the date of the letter for scheduling. Failure to request a hearing by said date will constitute acceptance of the violation/ fine as presented.

CERTIFICATE

I hereby certify that the foregoing Rules and Regulations were duly adopted by the directors of the Association by unanimous consent on February 15, 2024.



Name: Nissa Gibbs

Title: Secretary