

**WINDSOR RIDGE HOME OWNERS ASSOCIATION  
RULES & REGULATIONS  
AS OF SEPTEMBER 25, 2015**

Pursuant to Article XI, Section 3(k) of the Declaration of Windsor Ridge Covenants, Conditions and Restrictions (CC&R's), the Board of Directors of Windsor Ridge (WR) is given authority to "Adopt and publish rules and regulations governing the members and their guests and establish penalties for any infraction thereof." By this authority the Board hereby establishes the following Rules & Regulations to create assessments for failure to abide by the provisions of the CC&R's and clarify various sections thereof.

As presented below the Regulation Number refers to the specific section of the CC&R's that grants authority for the assessment or for which clarification is being added. For example Reg. Article I.1 is made in reference to Article I Section 1 of the CC&R's

**Reg. Article VI.1** No resident or other individual is permitted to dump any trash, debris, yard clippings, or any other misc. matter on any Windsor Ridge common area or easement area.

**Reg. Article VI.2** Repairs (including cleanup of dumped items, Reg. Article VI.1) to the affected area will be monitored by Windsor Ridge's management company. If the repairs are not completed within the stipulated period, the management company may arrange for an authorized service provider to complete the repairs and send the resident a bill for all services required to fix the damage. Such amount billed will be treated as an assessment and as such, may become a lien against the property and a personal liability of the resident.

**Reg. Article VIII.7** Annual Homeowner Dues/Assessments are due January 1<sup>st</sup> of each year, and shall become delinquent on January 31<sup>st</sup> if not paid in full.

**Reg. Article VIII.8** Homeowner Dues/Assessments shall be deemed "**delinquent**" 30 days after the due date. Annual assessments need to be paid "in full" and on time. WR relies on dues as its primary source of funds for operating the subdivision. Therefore, our Association has adopted a stringent late charge and collection policy as defined below:

- A "late charge" equal to five percent (5%) of the unpaid balance, but not less the \$5, will be levied each month the assessment is not paid in full after the delinquent date.
- Compound interest at the rate of 12% annually will be charged on any amounts due after the deemed delinquent date. Interest shall be charged on any unpaid assessment, late charge and prior interest charges.
- All returned checks will be subject to a \$40.00 NSF fee.

Each unpaid assessment shall constitute a lien on the respective real property prior and superior to all other liens except: 1) all taxes, bonds, assessments and other levies which by law, would be superior thereto: and 2) the lien or charges of any mortgage of record made in good faith and for value. Such lien, when delinquent, may be enforced by foreclosure and sale by the Association, its attorney, or any other person authorized by this Declaration or by law to make the sale, after failure of the owner to pay such assessments in accordance with the provisions of applicable law to exercise of powers of sale in deed of trust, or by judicial foreclosures as a mortgage, or in any other manner permitted by law.

- At 30 days past due (delinquent) and no agreed payment arrangement\*, a statement will be sent detailing all charges and late fees.
- At 60 days past due (delinquent), a Notice of Intent to Lien will be sent with 20 days to respond, and a \$50 fee will be assessed to the homeowner;
- A Lien will be recorded if assessments, together with interest, costs, penalties and actual attorney's fees are not paid within 20 days of the "Intent to Lien" notice. A Lien Processing fee and filing fee (mandated by Spokane County) will be assessed to homeowner.

**\*IF THE "AGREED PAYMENT PLAN" IS NOT HONORED, PAST-DUE ASSESSMENTS AND LATE FEES WILL BE REINSTATED AND AN INTENT TO LIEN WILL BE ISSUED ACCORDING TO THE ABOVE PROCEDURES.**

Any monies paid which do not cover all past due assessments plus interest and other penalties will be applied in the following priority unless specifically designated otherwise:

1. Interest
2. Attorney fees and costs,
3. Other assessments and penalties
4. Late fees: and
5. Assessments

**Reg. Article VIII.8** Assessments not paid when due shall be deemed delinquent. Pursuant to *Article IX* of the Windsor Ridge By-Laws, *"...if the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the owner responsible therefore may also be required further by the Board of Directors to pay each month a late charge of five dollars (\$5.00) or five percent (5%) of the amount of the delinquent assessment or installment, whichever is greater."* For expediency purposes, the WR Board has elected to unilaterally impose this late charge on all delinquent assessments.

Liens may be filed against the real property for all delinquent assessments, interest and penalties.

All voting rights are suspended during the delinquency period.

Repayment (installment) plans for delinquent assessments must be approved by the Windsor Ridge Board of Director's. Special conditions may/may not be attached to any repayment plan.

**Reg. Article IX.1** Renters are not "excused" from these provisions. It is the responsibility of the property owners to ensure their renters conform to all rules and regulations contained in the WR CC&R's, By-Laws and this document.

Containers include, but are not limited to, household (general or specific use) containers and/or moving or storage containers (i.e. PODS, PacRat, or U-Haul, etc.)

All refuse containers are to be returned to their respective "**out of view**" storage locations within 24 hours of scheduled weekly pickup. Temporary yard waste container storage, adjacent to 3<sup>rd</sup> car garages, is deemed permissible during spring/summer months. Household garbage and recycling containers **must** be stored out of view, from rights of way and other lots, at all times. All misc. accumulated yard waste (grass cuttings, leaves, limbs, branches, etc.), that is not placed in a container for weekly collection, must be removed from lots within 48 hours of any cutting/trimming/pruning process.

Equipment refers to, but is not limited to, any personal or commercial use tools or equipment that may be utilized in any way for, lot, business/commercial, or household maintenance use.

The term "**Trucks**" refers to, but is not limited to, all personal, commercial, or rented trucks larger than a standard pickup. No work related trucks are permitted to be parked on lots or rights-of-way except in the use or provision of service related activities that are  $\leq$  48 hours in nature. No recurring overnight parking of "**Trucks**" is permitted on lots, rights-of-way, or common areas inside the Windsor Ridge subdivision.

This provision expressly prohibits "**Non Approved**" parking, storage, or keeping of any "**Vehicle**" on any lot or Right-of-way beyond the occasional 48 hour limit allowed for prepping or servicing such "**Vehicles**" for offsite use or long term offsite storage.

The reference to temporary parking ( $\leq$ 48 hours) is intended for facilitating the occasional loading/unloading of "**Vehicles**" either before or after their intended use. It does not include or refer to the use of a "**Vehicle**"; returning it to a resident's lot for parking/keeping; then reusing it again within a 48 hour period. Furthermore, the occasional  $\leq$ 48 hour parking time limit does not "**automatically**" re-set each time a "**Vehicle**" is moved from a resident's lot and then returned.

**Reg. Article XII.1&2** No resident of Windsor Ridge is entitled to engage in any activity that unduly interferes with any other resident's right to enjoy their residence. Use of a residence for a non-permitted business will not be allowed. Such use shall include, but not be limited to, a commercial business that requires the repeated delivery and/or pickup of items; traffic of customers; or any other activity evidencing the conduct of a business from the residence.

**Reg. Article XII.3** Noxious activities include, but are not limited to, excessive smoke from wood burning fire places or other on-premise "wood burning" fire pits. No smoke emissions are permitted which cause other residents to not be able to use their lots as detailed in Article XII, section 2. Offensive activities also include, but are not limited to, excessive dog barking or any other loud or annoying noises.

Untidy conditions also include refuse or storage containers not shielded from view after scheduled pickup service. Temporary yard waste container storage adjacent to 3<sup>rd</sup> car garages is deemed permissible during spring/summer months. Household garbage and recycling containers must be stored out of view at all times, except on pickup days.

Each resident shall maintain the exterior paint, fences, or siding of their residence or out building in good condition. Paint and/or stain that has faded, pealed, or become otherwise unsightly shall be replaced on a timely basis. All paint/stain colors must be approved in advance by the ARC. Paint tones are to be neutral and consistent with the neighborhood.

**Reg. Article XII.4** Fences shall be maintained in good operating condition. Painted fences shall not be allowed to become an eye sore, and must be painted any time they begin to show signs of wear. Fences falling down or in otherwise disrepair shall be repaired on a timely basis.

**Reg. Article XII.9** No outdoor caged or un-caged birds are permitted on any lot. Small indoor caged birds are permitted. Conventional small household pets refer to small indoor pets. No “farm animal, bird, or reptile” may be kept on lots or in residences.

Neither dogs, cats, nor any other permitted small pet are allowed to run free at any time. Dogs are to be leashed when not on their owner’s lots. Cats are not allowed to “**roam free**” in Windsor Ridge at any time.

All residents, keeping approved animals on their premise, must keep their lots neat, tidy and free of animal waste at all times. Outdoor pens and/or enclosures must be approved by the ARC and/or Board of Directors prior to construction.

**Reg. Article XV.2** Basketball hoops, or any other recreational equipment, may not be installed, kept, or used in Rights-of-way (streets). Use of Basketball hoops, hockey nets, or other recreational equipment must be contained and used within the boundaries of the resident’s lot and must not interfere with normal traffic flow in any way.

**Transfer Fees** - Upon any sale or transfer of a home, the **purchaser** shall pay a transfer fee to the Windsor Ridge Homeowners Association in the amount of \$150.00 for document preparation and processing fees needed to update the Associations records.

**Covenant Violation Policy**

**Reporting of Violations:** Violations are reported a number of different ways. The most common way is during an inspection by the management company. Other ways include, but are not limited to, board member contact, call-ins and/or e-mails from fellow homeowners/residents.

If you are in violation of any rule in the governing documents (i.e. Articles of Incorporation, By-Laws, Covenants, Conditions & Restrictions (CC&R’s), or Rules and Regulations), you will receive notice(s) and or fines as described below:

<b>NOTICES &amp; ACTIONS</b>	<b>CORRECTION TIMEFRAME &amp; EFFECT</b>
<p><b>Courtesy Letters:</b> Depending on the severity of the violation and/or impact to the overall WR esthetics, a “<i>Courtesy Letter</i>” may or may not be sent from the management company to the resident. These letters will be sent for “first time” offenses only. They are generated when an <b>alleged</b> violation is noted either by inspection, call-in or e-mail detailing the violation.</p>	<p>Residents receiving a “<i>Courtesy Letter</i>” will have <b>3</b> days from the date of postmark to correct the noted violation. The Notice shall cite the CC&amp;R section or policy violation. If the noted violation is not corrected in the stipulated timeframe, or a <b>mutually</b> agreed to timeframe, the resident will receive a “Notice of Violation” letter.</p> <p>Future violations of the same nature will not receive “<i>Courtesy Letters</i>”.</p>
<p><b>Notice of Violation Letters:</b> If a resident receives a “<i>Notice of Violation</i>” letter, the violation noted in the letter is deemed to be a <b>valid</b> violation, and the resident will be advised of: 1) description of the violation, 2) specific timeframe to correct the violation, 3) governing document reference, 4) fining process, and 5) optional hearing request process.</p>	<p>Residents receiving a “<i>Notice of Violation</i>” letter will have <b>5</b> days to correct the violation or a <b>fine</b> will be automatically assessed per the Table below.</p> <p>A “<i>Hearing Request</i>” initiated by the resident needs to occur within <b>5</b> days of the postmark on the “<i>Notice of Violation</i>” letter.</p>

	If, during the noted <u>5</u> day period, no communication or “Hearing Request” is obtained from a resident receiving a “Notice of Violation” letter, 1) it is assumed the resident agrees with the violation noted, and 2) a fine will automatically be assessed if the violation is not corrected within the stipulated or alternative timeframe agreed to by the WR Board and/or management company.
<b>Assessment Notice Letters:</b> If violations, detailed in a “Notice of Violation” letter, are not corrected in the specified <u>5</u> day timeframe, an “Assessment Notice” will be mailed detailing 1) a specific dollar amount assessed to the homeowner based on the number of times the homeowner fails to correct the violation, 2) specific timeframe to correct the violation in order to avoid additional assessments, 3) a description of the violation, 4) governing document reference, and 5) explanation of the assessment schedule as noted in Table “A”.	Residents receiving “Assessment Notice” letters will have <u>5</u> days to correct the violation in order to avoid <u>additional</u> assessments.  Assessments are due and payable within <u>30</u> days of receipt. Any assessments not paid within the stipulated timeframe outlined in the “Assessment Notice” letter will be <u>categorized</u> as a “delinquent assessment”, and will accrue interest and penalties as outlined in the delinquent assessment section of this document and will be subject to a notice of intent to lien.
<b>TABLE “A” ASSESSMENTS</b>	<b>ASSESSMENT AMOUNTS</b>
<i>First Violation</i>	<b>\$100.00</b>
<i>Second Similar and/or Continuing Violation</i>	<b>\$250.00</b>
<i>Third Similar and/or Continuing Violation</i>	<b>\$500.00</b>
<i>Fourth &amp; Subsequent Similar and/or Continuing Violations</i>	<b>\$1,000.00</b>

**Hearing Request:** If a homeowner disputes the validity of any noted violation contained in the “Notice of Violation” letter, they will have 5 days from the postmark of the “Notice of Violation” letter in which to request a hearing with a HOA management company representative and a WR HOA Board Member. If a resident fails to request a hearing during this 5 day period, **their right to dispute any fines assessed for the documented infraction will be deemed waived**, and an assessment will be imposed if the violation is not remedied in the stipulated timeframe contained in the “Notice of Violation” letter. Additionally, if a resident requests a hearing, and the judgment of the Board and Management representatives is that the infraction is valid, the next level fine will be imposed if the infraction is not corrected within the timeframe decided at the hearing. Only one (1) “Hearing Request” is permitted for any noted violation..i.e., multiple “Hearing Requests” for the same or recurring violation are not permitted.

**Washington State and City of Spokane Municipal Code Violations**

Windsor Ridge Homeowners Association follows State and Spokane County Codes in reference to issues not directly covered in the Rules and Regulations or CC&R’s. If in violation of a State, County, or City code, a “Notice of Violation” will be sent out referencing Article XII, Section 3 of the Windsor Ridge CC&R’s.