

# Heritage Park Homeowners Association

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## *Community Policies and Architectural Standards*

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## WELCOME

You have become a homeowner in an Association that has a real sense of community. We know you will enjoy being an active part of the community.

Heritage Park is a vibrant and exciting development designed to provide its residents a high quality of life, which includes beautiful surroundings and many recreational opportunities. The goal of the Heritage Park Homeowners Association is to help maintain the value and desirability of the community, both now and in the future.

The community concept is one of teamwork. Board Members, homeowners and management need to be united toward the common goal of enhancing the community. With your help, the rules and guidelines that contribute to the overall quality of our community will be strengthened. An investment in time and energy is required from each of us to become informed of and comply with the special requirements and responsibilities that are a part of ownership in a community that has the special qualities of Heritage Park.

We believe our combined efforts and teamwork will yield impressive dividends for all of us. Again, welcome to the community.

This document supplements the Heritage Park CC&Rs to provide additional guidance and clarification.

Sincerely,

*The Board of Directors*

Heritage Park Homeowners Association

## **PURPOSE**

This document supplements the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HERITAGE PARK, recorded on November 13, 1995, and as amended on December 4, 1995 and February 27, 1998, hereinafter referred to as the CC&Rs. This document does not amend the CC&Rs. Where a conflict occurs, the CC&Rs shall take precedence. It is intended that this document provide CC&Rs clarification and other such definition as approved by the Association's Board of Directors. It is not intended that this document completely summarize the CC&Rs. The homeowners should be aware of the requirements described in the CC&Rs.

This document is used by the Architectural Control Committee (homeowner volunteers) in the evaluation of proposed additions and other changes to homeowner property.

This document may be amended or revised from time to time for the purpose of addressing additional clarifications of definitions at the discretion of the Association Board of Directors.

## **1. ORGANIZATION**

### **1.1. HERITAGE PARK HOMEOWNERS ASSOCIATION**

Heritage Park Homeowners Association is incorporated under the laws of Washington State as a non-profit corporation, with Articles of Incorporation and By-Laws governing its conduct.

### **1.2. GOVERNING DOCUMENTS**

It should be noted that for the convenience of the homeowner, these guidelines reflect various information on assessment, architectural control and other matters, but the ultimate authority on these matters is the governing documents of the Association as described below. Every homeowner receives these at the time of purchase of their home and has the responsibility to read all of the governing documents to familiarize themselves with these protective restrictions and requirements of living at Heritage Park. If you have not received a copy of these documents, please request one by calling the Management Company (phone number at front of this booklet).

The HP HOA has governing documents that create certain requirements, which help protect the appearance and property values in the community. These documents have a certain hierarchy, or order of authority, in relation to each other.

#### **1.2.1. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

The highest authority is the Declaration of Covenants, Conditions and Restrictions as may have been amended. These are sometimes referred to as the CC&Rs. People also commonly call them the Covenants. Plat filing maps are also considered equivalent to the authority of the CC&Rs, and are sometimes part of the CC&Rs.

### **1.2.2. ARTICLES OF INCORPORATION**

The second document in the hierarchy is the Articles of Incorporation. The Articles establish the corporation process and protection for the Association Board Members.

### **1.2.3. BY-LAWS**

The third level of authority in the hierarchy is the By-Laws. These are generally related to meeting procedures and association operation, and are amended by a vote of the Members.

### **1.2.4. ASSOCIATION RULES AND ARCHITECTURAL STANDARDS**

The Association Rules and Architectural Standards (CC&Rs Article IV) are formally adopted and amended by the Association Board of Directors. These are the most easily changed and may be revised from time to time at the discretion of the Board.

## **1.3. RESPONSIBILITIES OF HERITAGE PARK HOMEOWNERS ASSOCIATION**

Through its Board of Directors, HP HOA is responsible for the maintenance of the entrance features, the park and designated Common Areas, and enforcement of deed restrictions.

## **1.4. MEMBERSHIP**

By purchasing property within Heritage Park, a homeowner automatically becomes a Member of the HP HOA. All property Owners are subject to certain community rules, regulations and deed restrictions as set forth in the governing CC&Rs. Additionally, lots are subject to certain rules and standards as set forth by the Board of Directors of the Association.

## **1.5. THE BOARD OF DIRECTORS**

There is a three (3)-Member Board elected by the homeowners at the annual homeowners meeting. Among other things, the Board of Directors of HP HOA is empowered and directed to:

- Prepare the annual budget and establish the rate of assessments.
- Provide for necessary personnel to operate the Association.
- Collect all assessments due the Association.
- Establish and amend rules and regulations.
- Enforce all provisions of the legal documents.
- Obtain adequate insurance coverage on the Common Areas within the Association.
- Keep detailed records of all receipts and expenditures.
- Appoint and dissolve committees of the Board. Delegate to these committees the Board's authority to carry out certain duties of the Association.
- Provide for the care and operation of the Common Areas.
- Establish an Architectural Control Committee.
- Take any other actions necessary for the administration of the Association

## **1.6. ARCHITECTURAL CONTROL COMMITTEE**

The CC&Rs (Article IV) authorize the Board of Directors to appoint an Architectural Control Committee. In effect, Article IV states that all property subject to the CC&Rs is subject to architectural, landscaping, and aesthetic review by the Architectural Control Committee. The Architectural Control Committee also has the

authority to establish standards such as prescribed in this architectural standards document (CC&Rs Article IV). All changes to the property that affect the outward appearance of the property must be approved by the Architectural Control Committee.

### **1.7. ASSESSMENTS**

To accomplish the tasks for which it is responsible, HP HOA must have adequate operating funds. All property lots within Heritage Park must pay annual assessments to the Association (CC&Rs Article VI, Sections 1 through 7). The rate of assessments required to operate the Association will be established each year by the Board of Directors, concurrent with the adoption and approval of the annual budget by the Homeowners Association membership.

The Homeowner's Association is charged with the duty to vigorously pursue the collection of any delinquent assessments (CC&Rs Article VI, Section 9). The Association is empowered to collect late fees and interest on past due accounts; it can cause a lien to be placed on the property; it can bring suit against the property lot(s); and can go as far as selling the property through foreclosure proceedings. While this may seem extreme, Heritage Park Homeowners Association is a non-profit organization that can operate only if all lots pay the assessments when due.

### **1.8. COMMUNITY AMENITIES**

All Members of the Association in good standing are entitled to the use of the Common Areas (CC&Rs Article V section 1, & Section 3.c).

### **1.9. MANAGEMENT**

To assist in the task of operating and administering HP HOA, the Board of Directors may and has employed a professional Association Management Company. The Management Company works at the direction of the Board of Directors and will serve as a homeowner's point of contact in communication with the Association. A list of the responsibilities delegated to the Management Company includes the following:

- Billing and collection of assessments.
- Maintain the financial records of the Association.
- Accept and record requests for repairs or maintenance to the Common Areas.
- Supervise contractors hired on behalf of the Association.
- Act as liaison with the established committees at Heritage Park.
- Respond to homeowner inquiries regarding the Homeowners Association.
- Administration of Common Area insurance and directors and officers' insurance.
- Monitor deed restriction violations and oversee resolution of infractions. The Management Company is not responsible for:
  - Repairs or maintenance to individual homes within the Association.
  - New home construction warranty items.

## **2. ASSOCIATION RULES**

Various Association rules are noted here for information and convenience. For additional details, the homeowner must read the CC&Rs, which are the final authority and terminology.

## **2.1. ANIMALS AND PETS**

Livestock or poultry of any kind may not be raised, bred or kept. Household pets are allowed, but are subject to any rules and regulations adopted by the Board of Directors. Household pets may not be kept, bred or maintained for any commercial purposes. Pets are allowed in the Common Areas, but only on a leash and must be controlled by a responsible individual. In addition, it is the pet owner's direct responsibility to immediately clean up after their pet. If pets become a nuisance to the neighboring Properties or in the Common Areas, the Lot must take corrective action (CC&Rs Article III, Section 8).

## **2.2. AUTOMOTIVE REPAIR AND MAINTENANCE**

Automotive repairs and maintenance must be accomplished within an enclosed garage (exception is car wash). All non-operational vehicles (including those without a current license) must be parked in enclosed parking areas (CC&Rs Article III, Section 4).

## **2.3. SANITATION**

Garbage, recycle and yard waste bins should be placed at the curb no earlier than 24 hours before the scheduled pickup day. After trash pickup, these bins must be removed from the curb within 24 hours and stored in a place not visible from the street. (CC&Rs Article III, Sections 4 and 9).

## **2.4. SIGNS**

The CC&Rs specifically restrict the size and posting of signs (CC&Rs Article III, Section 7). Signs which are not in conformance with these guidelines may be removed by the Association.

### **2.4.1. REAL ESTATE**

Only one (1) "For Sale" (or "For Lease," or "For Rent") sign of not more than five (5) square feet (with a holder for the features of the home), which represents an offering by an Owner or a real estate agency, is permitted (CC&Rs Article III, Section 7).

No real estate signs will be permitted within the Common Areas.

### **2.4.2. OPEN HOUSE AND TEMPORARY SIGNS**

The placement of signs used for the purpose of directing persons to homes for sale is prohibited, except for temporary signs as prescribed below. It is the responsibility of the homeowner to make the real estate agency aware of these restrictions.

Up to four (4) temporary "Open House" signs may be placed on Common Area property on the day in which a bona fide open house event is to be held. The temporary signs may be placed by either a real estate firm or the homeowner. The signs may be in place during daylight hours and must be removed by dusk or when the real estate agency representative leaves the property for the day.

### **2.4.3. GARAGE/ YARD SALE SIGN PLACEMENT**

The placement of garage and/or yard sale signs shall also be subject to the preceding guidelines, except that the sale time shall not exceed eight (8) hours per day.



#### **2.4.4. SECURITY SYSTEM SIGNS**

Security system yard signs are acceptable. Decals may be placed in windows of a home denoting that a security system has been installed.

#### **2.4.5. CONTRACTOR SIGNS**

Contractor signs are acceptable for thirty (30) days after completion of the project. For example: "Landscaping by..." or "Spa Installed by..."

#### **2.4.6. POLITICAL YARD SIGNS**

Political yard signs of not more than five square feet are allowed during campaign periods. For the purposes of this Policy, the campaign period shall be defined as sixty (60) days prior to the election date through seven (7) days following the Election Day.

### **2.5. NEW CONSTRUCTION AND ALTERATIONS**

In order to preserve the architectural integrity of each individual home and this community, all proposed additions and exterior alterations to buildings, fences, walls, or other structure must be reviewed and approved by the Architectural Control Committee prior to their implementation (CC&Rs Article IV). In order to be reviewed and considered by the Architectural Control Committee, any proposed addition or alteration must fit within the confines of the rear and/or side yards, and must be within all previously established building setback lines. The exterior materials and construction must be consistent with the existing structure.

Requests for additions or alterations will be considered by the Architectural Control Committee on an individual basis. The homeowner must submit plans and drawings to the Architectural Control Committee that describe the proposed addition or alteration. These plans and drawings should include, but not be limited to, elevations, roof lines, site orientation, materials to be used, and exterior paint color. Paint color must be identified with manufacturer's coded paint chip. The drawings must be of sufficient detail to ensure the proposed addition or alteration is consistent with the architectural design and color palette of Heritage Park. They must be submitted with the ACC Project Application Form. Such applications will be reviewed by the Architectural Control Committee, and the committee's decision of approval or disapproval will be documented on the ACC Project Application Form.

It should be noted that the City of Tacoma requires permits for some projects, and it is the homeowner's responsibility to obtain any required permits before beginning any such project.

### **2.6. PARKING**

#### **2.6.1. PERSONAL VEHICLES**

To promote the safety of children, all private homeowner passenger automobiles, pickup trucks, etc. should be parked in garages or on driveways. Parking on lawns, areas along driveways or on areas not designated for such, is prohibited. Temporary guest and contractor parking on the street are allowed. Parking on the street is allowed consistent with the City of Tacoma ordinances, which limit the types of vehicles and duration of parking.

### **2.6.2. CAMPERS, TRAILERS AND RECREATIONAL VEHICLES**

The keeping of a mobile home, motor home, boat, snow mobile, jet ski, recreational vehicles, utility or construction trailer, truck, camper, or other vehicles of similar kind on any Lot is prohibited, unless kept in the owner's garage, or written permission is obtained from the Architectural Control Committee (CC&Rs Article III, Section 12). Such storage shall be no less than thirty (30) feet from the front Lot line, or nearer than thirty (30) feet to any side street line, and such personal property or vehicle shall be adequately screened and/or within a structure, either of which has been approved by the Architectural Control Committee. For the purpose of loading or unloading, a recreational vehicle may be kept for a period not to exceed seventy-two (72) hours.

### **2.7. GAZEBO USAGE**

The gazebo can be reserved for private use through contacting the HOA's Property Manager. It can only be reserved by members of the HOA in good standing (CC&Rs Article V, Section 3.c). Hours of usage would be restricted from dawn through dusk unless pre-approved by the board. Members using the Gazebo, as with all common HOA properties, need to leave it in the state as it was found (e.g. all garbage is picked up), and is responsible for any damaged that occurred during the usage. There must be no private commercial for-profit use of the Gazebo or other HOA facilities.

### **2.8. DRONE USAGE**

Usage of a civilian unmanned aerial vehicle (UAV), commonly known as a drone, within the airspace over and on the land of any Heritage Park homeowner property or any Homeowners Association-owned property is limited. A drone owned or operated by a HOA homeowner, homeowner's family member or homeowner's guest may take off from or land on that homeowner's property; however, the drone may not take off from or land on any other homeowner's property, any HOA-owned property, or any street or sidewalk within the boundaries of the HOA. A drone may not be operated during the City of Tacoma and Pierce County quiet hour period from 10:00 PM to 7:00 AM. Except for the property of the homeowner responsible for operating the drone, the drone may not fly over or hover over any homeowner's property, any HOA-owned property or any street or sidewalk within the boundaries of the HOA at an altitude of less than 100 feet above the property. Both the operator of the drone and the associated homeowner are liable for any injuries or damages caused by operation of the drone.

## **3. GENERAL REQUIREMENTS**

### **3.1. EV Charging Stations**

EV Charging Stations shall be installed inside garages out of view.

### **3.2. SATELLITE DISHES**

Satellite dishes will comply with current FCC regulations and are permitted if attractively screened or concealed from adjacent Properties; however, satellite dishes less than one (1) meter in diameter are not required to be screened from view. Their appearance should blend with the surroundings to the best extent possible (CC&Rs Article III, Section 13)

### **3.3. POOLS, SPA AND HOT TUBS**

Plans for pools and spas need to be submitted for approval. Submit pool company drawings of the location of the pool on the Lot. Check with City of Tacoma regarding pool/spa fence ordinances. Plans for additional fencing or other means of securing the pool or spa area must be submitted at the time plans for the pool/spa are submitted for approval.

Pool equipment shall be screened from neighbors' view as well as street view. Hot tubs and spas shall be located in a manner to be least obtrusive and least viewable from neighboring lots or streets. The location shall be such as to not create a nuisance to adjoining Properties caused by pump noises or other disturbances. Spas and hot tubs shall be shielded from view to the greatest extent possible (CC&Rs Article III, Section 4).

All pools, spas and hot tubs shall comply with the most recent City of Tacoma regulations.

### **3.4. SECURITY DOORS AND SCREEN DOORS**

Security and storm doors are permitted. The security door should be compatible with the trim and body color of the house.

### **3.5. AIR CONDITIONING – WINDOW UNITS**

The installation of window air conditioners is permissible June 1st through August 31st. These window AC units are to be uninstalled on September 1st (CC&Rs Article III, Section 4).

### **3.6. FRONT WALKWAY, ENTRY TREATMENTS AND STEPPING STONES**

Stepping stones or pavers are allowed provided they are compatible with the landscaping. Indoor/outdoor carpeting is not allowed.

### **3.7. YARD AND HOUSE DECORATIONS**

Yard and exterior house decorations attached to the home are permitted. The decorations shall blend in with the yard and exterior house design and be compatible with Heritage Park design style and motif (CC&Rs Article III, Section 4). Height restriction on yard decorations shall be compatible with the surrounding landscaping. Seasonal decorations (e.g., Halloween, Christmas) are exempt from these requirements. The seasonal decorations are to be removed within a reasonable timeframe after the event (e.g. two weeks for Halloween and 4 weeks for Christmas).

### **3.8. DECORATIVE FLAGS AND BANNERS**

Decorative flags and banners may be displayed provided they are in harmony with the neighborhood.

### **3.9. ARTIFICIAL PLANTS**

Artificial plants are not permitted in the front yards, except within the porch area.

### **3.10. LANDSCAPING**

Homeowners are responsible for the landscape of their Lot, including lighting features, and to maintain that landscape by regular maintenance such as watering, trimming and upkeep to present a finished appearance. Trees and shrubs shall be pruned to avoid visual obstructions to traffic and shall not infringe on adjacent property.

### **3.10.1. FRONT LAWN**

Natural grass is required to be the primary landscape cover for the front yard. For any exceptions a plan must be submitted to and approved by the Architectural Control Committee. Primary is defined as 51% or greater of the front yard excluding the drive way and sidewalk in the calculation.

### **3.10.2 TREES**

In order to maintain the appeal of tree-lined streets in Heritage Park and comply with City of Tacoma requirements, removal of any front yard tree requires approval from the Architectural Control Committee. A homeowner desiring to remove a front yard tree must submit an Architectural Control Committee (ACC) Project Application. The application must include reasons supporting removal of the tree, such as disease or damage to sidewalks, driveways or foundations. The application must include a description and name of the replacement tree and a photo of the requested replacement tree. The TACOMA FIRST311 web site on the Internet has a discussion of trees. The replacement tree must maintain the character of the neighborhood. Removal of a tree must include complete removal of the stump and any roots. Approval or disapproval of the ACC application will be on a case-by-case basis. After approved removal of a front yard tree, the homeowner must replace the tree with another tree planted within six feet of the location of the trunk of the removed tree but no closer to a neighboring property than the location of the removed tree. The replacement tree must be at least six feet tall after it is planted. The replacement tree must be planted no later than 30 days after removal of the old tree. All sidewalk, driveway or foundation repairs must be completed within 30 days after removal of the old tree. All costs for tree, stump and root removal, costs for sidewalk, driveway or foundation repair and costs for the replacement tree and its planting are the responsibility of the homeowner. Failure to meet the terms of this policy will result in a fine of \$500.00 assessed to the homeowner's account. Subsequent fines of \$500.00 each will be assessed for each additional year the homeowner does not comply with the terms of this policy.

### **3.10.3. LANDSCAPE ROCK**

Landscape rock ground cover may be used. The rock color shall be an earth tone color and blend with the natural landscape. Only one (1) color of stone is permitted in a yard (i.e. no decorative patterns are allowed). White, purple, green, blue, red or other bright colored rock is prohibited. A sample of the rock is to be submitted with the landscape plan to the Architectural Control Committee for approval prior to installation.

### **3.10.4. LIGHTING FEATURES**

Lighting features shall be installed such that they do not become a distraction to neighbors or street traffic (CC&Rs Article III, Section 4). Permanent exterior white lights, such as those available from Trim light Northwest, may be installed as security lighting. The lights may be colored to celebrate holidays such as Valentine's Day, St. Patrick's Day, Independence Day, Halloween or Christmas. The colored lights must be changed back to white lights within two weeks following these holidays.

### **3.10.5. WATER FEATURES**

All fountains and waterfalls must be submitted to the Architectural Control Committee for approval, prior to installation (CC&Rs Article IV, Paragraphs 1 & 3). Waterfalls of any type or location will be considered on an individual basis. Approval will be based on consideration of size, location, local natural material and appearance, and compatibility with Heritage Park design style.

### **3.11. MINIMUM STANDARDS OF MAINTENANCE**

Houses, detached buildings and fences shall be maintained in a status of good repair. Deteriorating exterior paint shall be repainted with the same color or a color similar to the original palette of Heritage Park house colors. House trim color shall be Sherwin-Williams Exterior Duration Satin #FWC-14992 Shell White (CC&Rs Article III, Section 17) and fences may have a clear stain or left untreated. Any maintenance work that will change the outward appearance of the building must be approved by the Architectural Control Committee.

#### **3.11.1 HOUSE AND/OR FENCE PAINTED OR STAINED**

Any house or fence painted or stained without written approval by the Architectural Control Committee (CC&Rs Article IV, Paragraphs 1 & 3) may be fined up to \$1000 dollars.

All exterior paint/stain projects must have a 3'X 3' sample area covered within plain view from the street prior to applying for project approval. Three or more ACC members will inspect color samples prior to issuing approval.

House trim paint must be Sherwin-Williams Exterior Duration Satin #FWC-14992 Shell White (CC&Rs Article III, Section 17).

It is the responsibility of each homeowner to maintain the exterior paint on their home and detached buildings. Homeowners will be mailed written notification if they are in violation of maintaining the exterior paint. By the end of the grace period specified in the second notification, if the house isn't painted the owner shall be fined \$500, and then \$250 annually until the house is painted.

#### **3.11.2 FENCING**

Plans for fencing must be submitted to the Architectural Control Committee for approval prior to installation (CC&Rs Article IV, Paragraph 1) Fencing shall match the HOA's estate style. The fence panels shall be cedar. The fence height and gate style should match the style of the surrounding properties (CC&Rs Article III, Section 10). Fencing backing onto the green space may be black wired fencing.

#### **3.11.3 SIDING**

All home siding shall be Hardie-Plank type or solid cedar to match existing cedar unless otherwise approved by the ACC (CC&Rs Article IV, Paragraphs 1 & 3). Any house sided without written approval by Architectural Control Committee may be fined up to \$1000 dollars.

#### **3.11.4 ROOFING**

All home roofing materials shall be approved by the Architectural Control Committee (CC&Rs Article IV, Paragraphs 1 & 3). Any house re-roofed without written approval by the Architectural Control Committee may be fined up to \$1000 dollars.

The Association's approved roofing material is any one of the following (or a texture/color match approved by the Architectural Control Committee):

- IKO-Cambridge (50AR, 40, 30 AR 30), color NW Driftwood
- Malarkey Legacy (Highlander AR), colors Weathered Wood, Natural Wood, or Storm Gray
- Timberland HDZ, color Weathered Wood
- Certainteed Northgate Climate Flex, colors Max Def Heather Blend, or Max Def Granite Gray

### **3.11.5 SOLAR PANELS**

Plans for solar panels must be submitted to the Architectural Control Committee for approval prior to installation (CC&Rs Article IV, Paragraph 1). The color for the panels should be black. After installation, the solar panels must be maintained and in good working order. The panels may be installed anywhere on the roof in the proper direction to receive the maximum solar benefit. The ACC application should include a forecasted completion date and an illustration of the planned placement of the panels. If a color other than black is desired, include a photograph of the planned panels. Any homeowner installing solar panels without written approval by the Architectural Control Committee may be fined up to \$1000 dollars.

### **3.11.6 TRAILERS / CAMPERS / BOATS / CRAFTS**

Trailers of any kind or size on or in front of a property more than 72 hours are in violation of the Heritage Park Community Policies & Architectural Standards.

### **3.11.7 LANDSCAPE / YARD APPEARANCE / GARBAGE / RECYCLE CANS**

It is the responsibility of each homeowner to maintain the appearance of their property. Poorly maintained landscapes, unsightly items such as garbage and recycle cans, tools, furniture, rubbish, construction material, and non-operating vehicles, in view from the street or neighboring property, are in violation of the Heritage Park Community Policies & Architectural Standards (CC&Rs Article III, Sections 4 and 9).

### **3.11.8 COMMUNITY PROPERTY:**

Intentional damage done to any community property for example, graffiti or vandalism, grass damage from excessive use, tree damage, broken basketball hoops from excessive use such as hanging from the rim etc. shall be fined: Cost to repair and/or replace.

### **3.11.9 NUISANCES**

It is the responsibility of each homeowner to ensure their property is well kept and maintained. Noxious or offensive activities which may or do detract from the value of the neighborhood are in violation of the CC&Rs and are subject to fines (CC&Rs Article III, Section 4).

## **3.12 APPEALS & HEARINGS**

If a homeowner feels a violation is not legitimate, or feels clarification of the violation is necessary, they must submit an appeal **in writing** to HOA Community Solutions within 7 days after the notice of violation. When an appeal is presented, the appeal will be forwarded to the Board of Directors. A ruling will be rendered at this time unless extenuating circumstances cause a delay, and the homeowner will be notified in writing of the outcome.

If the ruling on the appeal is in favor of the homeowner, then a notice of resolution will be issued to the homeowner. If the ruling on the appeal is *not* in favor of the homeowner, they are subject to the fine schedule as outlined in section 3.12.11. The time stipulated in the violation notice which was under appeal for correction of the infraction will begin to accrue from the point at which the appeal was denied, upon official notice to the homeowner of the board's decision.

Subsequent to a written appeal any Owner may request a hearing to offer a defense to the imposition of fines. All hearing requests must be received by Heritage Park (c/ o HOA Community Solutions, P.O. Box 364, Gig Harbor, WA 98335) no later than fourteen (14) calendar days following Owner notification of appeal decision. Failure to request a hearing within this time frame shall be deemed as the Owner's waiver of a

hearing.

### **3.12.1 HEARING REQUEST PROCEDURE**

Within fourteen (14) calendar days following receipt of a complete written request by a violating Owner, the Association President will assemble a three-member Review board. The Review Board will consist of not less than one (1) current Board member. To be complete, the Owner's written request must contain the following information:

- Name and address of Owner.
- Explanation of why the fine is unwarranted.
- Three (3) copies of all documentation to be presented by the appealing Owner at the hearing.
- Names of attorney/witnesses that the violating Owner intends to bring.
- Dated signature of Owner.

The hearing will take place at a time and place to be determined by the Review board, but not later than ten (10) calendar days following its formation. The appealing Owner will have up to thirty (30) minutes to explain why he/she should not be fined. At the conclusion of the presentation, the Review board will close the hearing and discuss the merits of the explanation.

The Review Board will send written notice to the appealing Owner within seven (7) calendar days stating the outcome of the hearing. If the Review Board finds in favor of the appealing Owner, the homeowner will incur no fines. If the Review Board determines that the explanation was inadequate to justify waiver of the fines, the fines will be assessed to the Owner and where applicable, continue to accrue.

### **3.12.2 FINE COLLECTION**

All Owners fines will be billed monthly and appear on the Owner's monthly statement. If the fines remain unpaid, they shall be collected in the same manner and in accordance with the collections policy. Interest and legal fees incurred while pursuing collection of the same may also be charged to the violating homeowner.

### **3.13. ENFORCEMENT ACTIONS**

The least enjoyable fact of life for any Board Member is the need to enforce the rules by resorting to fines and property liens. In extreme cases, the Board has the authority to have a contractor perform the required work and bill the offender. Your careful attention to this handbook and the "Golden Rule" should be enough guidance to avoid any of these problems. Here are a few facts to keep in mind:

The Board has the authority to enforce the rules (CC&Rs Article VI, Section 9, and Article VII, Section 3). Please notify the Management Company if there is a CC&R violation that requires action by the Board.

Owners are responsible for the conduct of all members of their families or households and for the conduct of their tenants and guests. Both the Lot Owner and a non-Owner violator may be penalized for violation of the rules. Penalties assessed against the Lot and the Lot Owner shall be collectable as delinquent assessments.

Complaints should be submitted in writing by the person observing the violation via email or in writing to the

board member / members or Management Company. The Management Company will notify the Board of the complaint. A written communication will be sent to the offender and/or the Lot Owner from the Board giving notice of complaint and requesting the voluntary compliance and/or resolution of the problem within a specified time.

The offending party and/or Lot Owner shall have the right to a hearing (see section 3.12) with the Board to discuss the problem and arrive at a satisfactory resolution. If a violation then continues beyond a specified time or not in accordance with the agreement reached at the hearing, the Board then has the authority to impose fines and take any legal action necessary to resolve the problem. Fines shall be imposed in accordance with the schedule adopted by the Board. However, the Board shall have discretionary authority to consider mitigation of the penalty to be imposed based on the circumstances. Fines will be assessed in the following manner listed below. Due process will be afforded in every case.

### **3.13.1 ENFORCEMENT/FINE POLICY:**

#### **First notice**

Notice of violation letter - No fine. 48 hours to 30 days to rectify the violation or appeal the notice. Time will vary depending on nature of violation and will be noted in the letter. If the notice is not appealed within 7 days, the following schedule will apply:

#### **Second notice**

Reminder of violation letter - No fine. 48 hours to 30 days to remedy or fine will be imposed. Again, time will vary depending on nature of violation and will be noted in the letter.

#### **Third notice**

Continued violation notice - \$50.00 fine/assessment will be levied to homeowner's account. 48 hours to 15 days to rectify the violation or appeal the notice before another fine is assessed. Time will vary depending on nature of violation and will be noted in the letter.

#### **Fourth through Sixth Notice(s)**

Continued violation notice issued each 30-day period (or timeframe otherwise specified in notices) that the homeowner remains in violation, and doubling of the fine with each notice, up to \$400.00.

#### **Repeated/Continued Violation (After Sixth Notice)**

For each additional month (or timeframe otherwise specified in notices) an additional \$50.00 fine will accrue until the violation has been corrected and the fine paid in full.

#### **Explanation of Repeated violations**

If the same violation occurs within a 12-month period from the most recent notice of the original violation, this new violation will be treated in accordance with the above policy to be determined by the actual number of previous notices sent and fines will be assessed where applicable.