

HERITAGE WOODS COMMUNITY ORGANIZATION

General Rules and Regulations

Adopted November 1, 2022

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INTRODUCTION:

In order to maintain an orderly and pleasurable living environment within the Heritage Woods Community, reasonable policies and regulations must be established and enforced. This document provides information regarding those policies and regulations as determined by the resolution of the Board of Directors for the benefit of all property owners, tenants and guests within the community, and in:

- (A) Use of common areas by owners, tenants and guests
 - (B) The conduct of such persons in the common areas
 - (C) Guidance on such use, conduct or actions which would adversely affect the community
- Or its appearance or offend, endanger owners, tenants or guests.

A copy of these Rules and Regulations will be delivered to each homeowner of record. The owner of each home (and/or the owner's authorized agent) shall be responsible for informing tenants and guests of the provisions of these Rules and Regulations.

These Rules and Regulations will be binding on all homeowners, tenants and guests and will be enforceable to the same extent as if they were specifically set forth as provisions of the Declaration of Protective Covenants, Conditions and Restrictions. Such provisions may be enforced by any homeowner and/or Board of Directors member by all appropriate legal proceedings, including but not limited to injunction, abatement of nuisance and damages.

These Rules and Regulations will be reviewed from time to time by the Board of Directors and republished if any changes are made. Any such change to these Rules and Regulations shall become effective upon being placed in the mail, postage prepaid, addressed to the last known address of each homeowner of the community. Notice given to the owner of a home shall also be notice to that home's tenants and/or guests.

Copies of these Rules and Regulations, as well as other community organization documents may be obtained from the Heritage Woods website at: <https://www.heritagewoods.site>

1.0 Scope

These Rules and Regulations are a supplement to the Protective Covenants, Conditions and Restrictions (CC&R's) and Heritage Woods Bylaws.

1.1 The creations of Rules and Regulations is an evolutionary process which may require change as the rules are applied.

1.2 Changes to this document are made only by the Board of Directors with Legal guidance.

1.3 Any changes to this document will be furnished in writing to the homeowners as soon as possible after adoption and shall take effect when furnished to the homeowners.

1.4 In accordance with the Heritage Woods Bylaws, the Board of Directors has appointed an Agent to conduct the day-to-day management of the property. The authorized Property Manager is:

Condo Shield
19916 Old Owen Road #305
Monroe, Washington 98272
(425) 449-5665

2.0 Collection of Dues and Late Fees

2.1 Homeowner assessments shall be due and payable on a semi-annual basis on the first of April and October. The Property Manager will provide a billing statement, invoice or reminder prior to the due date. These are provided simply as a matter of courtesy. Owners who do not receive billing statements are not excused from payment.

2.2 Payment shall be made to the Property Manager as specified by the Property Manager. Homeowners should contact the Property Manager directly with any questions regarding payment.

2.3 A late fee shall be assessed for each month, or portion thereof, the dues are late. A past due notice will be sent by the Property Manager to notify homeowners of any delinquency or late fee.

2.4 In the event that any dues or late fees remain unpaid for a period of sixty (60) days after the due date, a lien may be placed against the property for the delinquent amount together with interest at the rate of 12% per annum from the due date.

2.5 The Property Manager and/or the Board reserve the right to refer delinquent assessments, fines and late fees to an attorney for collections.

2.6 All costs associated with collection action, including but not limited to postage, bank fees for returned checks or stop payments, third party collection agency costs, attorney's fees, court costs, liens, foreclosure costs and any applicable processing or administrative fees shall be the responsibility of the homeowner.

3.0 Filing of Complaints

3.1 Homeowners and/or tenants who observe any violation of CC&R's, Bylaws or Rules and Regulations should report the violation to the Property Manager in writing. The notice should detail the facts of the infraction and the specific rules in violation.

3.2 The Property Manager shall perform periodic inspections of the community and notify homeowners of any infractions that are observed. Violations may be subject to fines as discussed in the Fine and Enforcement Policy which is incorporated herein by reference.

4.0 Handling of Complaints

4.1 The Property Manager will forward a copy of all complaints to the Board of Director as soon as reasonably possible.

4.2 The Board of Directors will investigate the complaints and render a decision and/or course of action at the next scheduled meeting of the Board or sooner at its discretion.

4.3 The accused owner or occupant may request a hearing as described in the Fine and Enforcement Policy.

4.4 In the case of an emergency, the Board of Directors may confer and render a decision and/or course of action.

4.4.1 If the Board finds the owner or occupant to be in violation of the CC&R's, Bylaws or Rules and Regulations, the Property Manager will notify the homeowner detailing the violation, the applicable rule(s) and course of action required to remedy the situation.

4.4.2 Failure by the owner or occupant to remedy the violation or request a hearing within the prescribed time may result in fines as described in the Fine and Enforcement Policy.

5.0 Landscape and Architectural Rules

5.1 Scope. These Rules and Regulations are intended as a plain-language restatement of the provisions defined in the CC&R's and other adopted or published recommendations, guidelines and standards of the Architectural Control Committee (ACC).

5.2 Prior Approval for Certain Changes to Appearance. Prior to making any of the following changes to the exterior of a home or lot, an owner must submit a Landscape and Architectural Plan Application to the ACC and may not begin work unless and until the ACC has approved the Application in writing. The Board may take enforcement action against an owner who makes any of the following changes without first having obtained the ACC's written approval, including assessing fines and/or initiating legal action.

1. Substantial alterations to the existing appearance of front yard landscaping.
2. Construction of block, brick or stone walls in front yards more than eight (8) inches in height.
3. Repainting (including windows, siding, doors and trim), reroofing or residing any structure.
4. Construction of any deck, patio, outbuilding (shed) or overhang.
5. Construction of any gate or trellis.
6. Planting any tree with normal growth pattern more than twelve feet in height.
7. Tree removal in right-of-way planter strip.

5.3 Landscape and Architectural Requirements. The following requirements apply to any change to the exterior appearance of a home or lot, regardless of whether the owner is required to obtain ACC approval prior to making such changes.

5.3.1 Homeowners are responsible for the maintenance and repair of their property all structures thereon and right-of-way planter strip. Properties shall be maintained in a neat, clean and orderly condition at all times and shall be kept free of accumulations of litter, junk, containers, equipment, building materials and other debris.

5.3.2 Fences

- a) Fences shall be quality cedar material and must conform to the approved styles and stain colors adopted by the ACC.
- b) The fence color must be approved by the ACC.
- c) Broken or rotten wood must be replaced immediately.
- d) Graffiti must be removed within three days after it is discovered.
- e) Homeowners whose lots about a perimeter fence are responsible to provide and pay for maintenance for all portions of the fence abutting their lots.

5.3.3 Trees

- a) Trees must be kept trimmed so as not to extend into another homeowner's property, except with that homeowner's express permission, which must be submitted in writing to the ACC.
- b) Trees may not be planted closer to a property line than the published species branch growth width.
- c) All trees are to be Northwest native species as interpreted by the ACC.
- d) Right-of-Way planter strips abutting a homeowner's property must be maintained by the homeowner as required in the Heritage Woods CCR's Article D. Section 4 and Federal Way revised Code (FWRC) 4.35.020. Tree removal and excessive trimming in the right-of-way planter strip will require ACC approval and a no cost Right-of Way permit from the City of Federal Way. Failure to do so will result in fines by the HOA for violation of the LAC requirement, and the City of Federal Way will impose a fine as excessive trimming or removal without a permit is consider a misdemeanor.

Permits may be obtained through the Federal Way Permit Office --- Right-of-Way Permit at the following link:
<https://www.cityoffederalway.com/ROW>

All trees approved for removal must be removed safely and the roots must be ground and removed to ensure no regrowth. Homeowners must add soil and plant grass in the area where tree was removed.

Healthy trees in the right-of-way planter strip must be maintained by crowning to inhibit root growth, branches trimmed to twelve feet above roadway and at least eight feet above the sidewalk.

5.3.4 Recreation Equipment

No swing sets, play gyms or other sports equipment may be installed in front yards. Portable sports equipment (e.g., basketball hoops, tether ball, etc.) must be stored so as not to be visible from the street when not in regular use.

5.3.5 Painting

- 1. The exterior of all homes (including all doors, siding and trim) and other structures on the property shall be painted and regularly maintained to preserve the appearance and value of the properties.
- 2. Painted surfaces that have faded, chipped or otherwise deteriorated shall be repaired or repainted in a timely manner.

3. All homes must be painted according to the color palette of the Heritage Woods Community Organization Color Palette. The ACC may approve alternate color palettes that are not included in the Heritage Woods Community Organization Color Palette, provided they are approved in advance of painting. In general, adjacent homes shall not be painted with the same color scheme.

5.3.6 Modifications to Common Areas. Homeowners may not modify, add to, change, or otherwise impact any community-owned fence or property except with the prior written permission of the Board. The Association may take legal action against responsible homeowners for violations of this provision.

5.3.7 Trash and Refuse

1. Homeowners may not dispose of fill, yard waste (including grass clippings), or other materials except in designated areas.
2. No grass cuttings, leaves, limbs, branches, or other debris from vegetation shall be dumped or allowed to accumulate on any part of the property, except that a regularly tended compost device shall not be prohibited. Such a device shall not be viewable from the street.
3. Garbage, refuse, trash or rubbish shall be stored in a fashion to protect it from view from the street. No refuse pile or unsightly objects shall be allowed to be placed or remain on any Lot.
4. All garbage or trash containers must be placed in areas so that they are not visible from the street except on collection days.
5. Items shall not be placed in front of home or on curbs for “free” or “giveaway,” with the exception of the yearly garage sale.
6. Oil and other hazardous waste material must be properly disposed of and may not be poured down storm drains.

5.3.8 Landscaping

1. All homeowner landscaping areas shall be regularly maintained and trimmed to present a neat, clean, weed-free, well-maintained appearance.
2. Homeowners are responsible for water, maintaining and replacing landscaping located in road right-of-way adjacent to their lots.
3. Landscape borders should be surface mounted adjacent to sidewalk areas unless they are of a retaining wall function (i.e. in excess of eight inches in height). All retaining walls must receive prior approval from ACC or will be required to be removed.

5.3.9 Holiday and Seasonal Decorations

For Holiday Seasons that occur during November and December, decorations may be displayed beginning mid-November and must be removed by mid-January. For other seasonal holidays, decorations may be put up two weeks before the holiday and removed two weeks after the holiday.

5.3.10 Air Conditioning

Air conditioning window units must receive prior approval from ACC or will be required to be removed.

5.3.11 Garage Sales

To preserve the residential spirit and aesthetics of our community, homeowners are encouraged to limit garage sales to the yearly “Community Garage Sale.” Items shall not be placed in front of home or on curbs for “free” or “giveaway” except for the yearly garage sale. All items must be removed from the street view within four hours after the Community Garage Sale has ended.

5.3.12 Public Disturbances

Noise is governed by the City of Federal Way Revised Code Chapter 7.10. Noise that is audible from the street or an adjacent property between the hours of 10:00 p.m. and 8:00 a.m. will be considered Public Disturbance Noise.

5.3.13 Vehicles

1. No vehicle which is unlicensed, inoperable or has expired license plates may be kept or stored on the Property, unless kept fully enclosed inside a garage.
2. No repair work to any type of motor vehicle, boat or trailer shall be conducted on any Lot other than minor repairs, cleaning or waxing, which is completed in less than 24 hours.
3. Oil leaks, drips and stains on driveways must be properly cleaned within 24 hours.
4. Vehicles parked without movement for more than one week on the street will be considered storing a vehicle, as defined in the CCR's Section 6, and subject to a violation and a fine if the vehicle is not removed.
5. Parking and storage of commercial vehicles is prohibited in residential zones with limited exceptions as outlined in Federal Way City Code 19.130.250.

5.3.14 Political Signs

May be displayed two weeks prior to an election date and must be removed within two days following the election to which the sign pertains. Political signs must be professional signs not more than 24" x 18". Political signs will be limited to no more than two signs per Lot.

5.3.15 Sidewalk Maintenance and Repair in Right-of-Way

City of Federal Way (FWRC 4.40.020 requires that property owners keep the sidewalks adjacent to their property fit and safe for the purposes of public travel. Property owners must repair cracks and other damage caused by the property owner to the sidewalk as well as ensure that snow and ice do not pose a hazard to pedestrians. The City of Federal Way considers tree and root maintenance the responsibility of the Homeowner's whose property is abutting the Right-of-Way. An ACC and Right of Way permit is required for sidewalk repair. Guidelines are outlined at <https://www.cityoffederalway.com/sidewalk-maintenance-and-repair>. Also see Appendix B for tree removal procedures.

6.0 Enforcement of Rules and Regulations

- 6.1 Failure to comply with any provision of the CC&R's, Bylaws, General Rules and Regulations or a decision of the Board of Directors will be grounds for enforcement action against the owner in violation, including but not limited to the assessment of fines and the initiation of legal proceedings to recover money due for damages and/or for injunctive relief.
- 6.2 If the Board of Directors fails or refuses, after demand by an aggrieved homeowner, to take appropriate action to enforce compliance with any provision of the Governing Documents, any Board decision or any Hearing Board decision, an aggrieved homeowner on his/her own may maintain an action for damages and/or injunctive relief against the party (a homeowner or the Community Organization) for failing to comply.
- 6.3 In any action brought by the Community Organization, its Board of Directors, or a Homeowner as provided in this Section, the prevailing party shall be entitled to recover attorney's fees incurred in connection with the action.

Approved on this the _____ day of _____ 2022, by the Heritage Board of Directors

President

Secretary

Treasurer

APPENDIX A

HERITAGE WOODS COMMUNITY ORGANIZATION FINE AND ENFORCEMENT POLICY

The Heritage Woods Community Organization has the ability to fine its Homeowners for violations of the Governing Documents under RCW 64.38.020. The policy sets out the procedures and policy for fines and due process.

A. FINES

1. A Homeowner may be fined for a violation of the Association's Governing Documents. The fines shall be assessed against the Lot and the Owner of the Lot and shall be collected as any other assessment.
2. Any violation by a Homeowner, resident, occupant, tenant, guest, and/or animal of a Lot shall be treated as a violation by the entire ownership of the Lot and any fine resulting from said violation(s) shall apply against the Lot Owner.
3. Failure of the Association to act on any violation(s) shall not constitute a waiver on the part of the Association to take action for such violations or future similar violations as the Board deems appropriate.
4. The Board has adopted increasing fines for repeat violations and any violation that is considered a "continuing violation." A violation is a repeat or continuing violation as determined by the Board.

B. NOTICES OF VIOLATION

1. Contents of Notice
 - a. General Contents – All Notices will identify the section of the Governing Document that was violated and the actions or omissions that constitute the violation. The description of the violation will include details such as the location, date and time of the violation occurred. Each Notice will also include the steps necessary for the Homeowner or Occupant to correct the violation and the date by which the measures must be completed to avoid another Notice.
 - b. Specific Contents for each Notice
 - i. First Notice – Shall include General Contents and request compliance with the Governing Documents.
 - ii. Second Notice – In addition to the General Contents, the Second Notice will provide an Owner an opportunity to be heard and a date by which they must request a hearing. The Second Notice will list the proposed fine as indicated by the fine schedule.
 - iii. Third Notice – In addition to the General Contents, the Third Notice will list the fine to be assessed for the violation in accordance with the fine schedule.
 - iv. Subsequent Notices – In addition to the General Contents, any additional Notice will provide an Owner an Opportunity to be Heard and a date by which they must request a hearing and explain what the fine will be for additional violations. Also, this Notice will contain information about further legal action which may be taken by the Association if violations continue.
 - v. Continuing Violation – if a violation is continuous, as determined by the Board, and an Owner has received at least a Second Notice of Violation, the Board may choose to levy an ongoing daily or weekly fine in accordance with the fine schedule. The fine notice shall provide an Owner an Opportunity to be Heard and a date by which they must request a hearing. Examples of continuous violations: failure to perform required maintenance, failure to remove an unauthorized improvement, continuous rental of a Homeowner Lot in violation of Declaration.

The Fine Schedule is as follows:

FIRST VIOLATION	Warning Letter with infraction and acceptable resolution
SECOND VIOLATION	\$ 50.00
THIRD VIOLATION	\$ 75.00
FOURTH VIOLATION	\$100.00
CONTINUING VILATIONS	\$ 20.00 per day or \$140 per week at the discretion of the HOA Board

1. If any fine assessed is not paid by the next regular monthly review, it will be dealt with in the same manner as delinquent assessments and will be subject to the same collection remedies detailed in the Governing Documents of the Association.
2. Owners and/or Occupants receiving Notices should deliver their responses to the Property Management Company (as noted in Paragraph 1.4 of general Rules and Regulations).

C. DUE PROCESS/OPPORTUNITY TO BE HEARD PROCEDURE:

The following procedures allow members of the Association and the Board to review issues and evidence of the violation(s) and to consider appropriate actions(s), if any, when requested by the Owner.

1. If any Owner and/or Occupant believes that the enforcement for any rule's violation has been issued in error, or would like to present information for any reason, the Owner and/or Occupant has the right to be "heard" before a panel of members of the Association, including Board Members.
2. To obtain a hearing, the Owner and/or Occupant shall request a hearing from the Property Manager, in writing, within 10 days of receiving a Notice of Violation.
3. The Manager for the Association will respond to the hearing request within 30 days following the receipt of the written request and will schedule a hearing. If any party desires to reschedule the hearing, the other party(s) shall be notified at least 10 days prior to the scheduled date of the hearing.
4. The parties may provide the Hearing Panel with a written summary of their positions 10 days prior to the hearing.
5. The Hearing Panel will consist of three homeowners, one of whom shall be a Board member, and two other people who may be Board Members, Association Members, or the Association Manager. By majority vote, the Board shall appoint all three Hearing Panel members. None of the Hearing Panel members shall be a party to the complaint. The hearing participants will consist of:
 - a. The Hearing Panel members
 - b. The party(s) bringing the complaint (this party may be an Owner and may be a Board member
 - c. The party requesting the hearing (this party shall be an Owner). The Owner may be represented by an attorney if the Hearing Panel is informed in advance
 - d. Witnesses, if not included in above; and
 - e. Any and all other Owners that have or may have an interest or concern regarding the matter.
6. The hearing will be informal with a Hearing Panel member acting as chair. All sides will present evidence, witnesses and testimony regarding the validity, non-validity, or other issues relevant to the complaint. The time allowed for such evidence, witnesses and testimony may be limited by the Hearing Panel. Minutes of the hearing will be kept by the Panel or person designated by the Panel. All evidence presented at the hearing shall become the property of the Association.
7. If a hearing is requested and any of the parties fail to appear at the hearing, the Hearing Panel will base its findings on information presented at the hearing or otherwise available to it.

8. Within five working days of the hearing, the Hearing Panel shall prepare written findings and recommendations to the Board of Directors. At the next regular Board meeting, or special meeting called for that purpose, the Board of Directors will consider the findings and recommendations and accept, reject, or modify the recommendations, or take other appropriate action. The written findings and recommendations will be provided to all parties. Any party has the right to appeal to the Board of Directors the Hearing Panel's findings and recommendations (within 10 days of the filing of the findings and recommendations) by sending a written request to the Property Manager. No appeal shall be granted in the event the party requesting the appeal failed to appear at the original hearing.
9. Any appeals shall be conducted in writing, addressed to the Board of Directors, through the Property Management Company. All materials for the appeal shall be delivered to the Property Management Company at least 10 days before the next regularly scheduled Board meeting, and the appeal shall be placed on the meeting agenda. The Board shall consider the documents provided and shall have the Property Management Company inform the parties of the Board's decision in writing no later than 10 business days after the Board Meeting.
10. Nothing contained herein shall prevent the Association from taking any action to recover the cost of damages or injunctive relief, or both. Furthermore, the failure of the Association to act on any infraction(s) or violations(s) shall not constitute a waiver on the part of the Association to take action for such violations, as it deems appropriate. In the event the Association does commence a lawsuit or undertake other legal action, it shall receive from the Owner reasonable attorney fees, expenses and costs incurred for such action as provided by law.
11. It is highly recommended that all parties resort to mediation before any lawsuit is undertaken.

Appendix A approved on this the ____ day of _____ 2022, by the Heritage Board of Directors.

President

Secretary

Treasurer

APPENDIX B

HERITAGE WOODS COMMUNITY PROCEDURE FOR TREE REMOVAL

- 1) First step is to fill out the LAC for approval from the Heritage Woods HOA.

Go to the Heritage Woods Community website (www.heritagewoods.site) and download the Landscape and Architectural Plan Application (LAC Application) located under “HOA Documents.”

- Take pictures to validate the damage to the sidewalk and the tree and include with your LAC to remove the tree and/or repair sidewalk. As part of the approval process someone on the Board will review the damage in person. Depending on the tree roots and damage, typically an arborist can advise on removal.
- Once the LAC Application has been approved by the HOA Board, you will need to obtain a **no cost permit** from the City of Federal Way at the link below. Be sure to reference it is for Heritage Woods Community as the Board was able to negotiate with the City of Federal Way to waive permit fees for the right-of-way for our community. Reference for ROW Application, No Fee Permit: AG21-79. The link below has the instructions for right of way permitting. The HOA Board worked with the City of Federal Way in a Memorandum of Understanding dated May 11, 2021 and signed by previous HOA President, Barbara A. Orchard-Carr.
- The City of Federal Way will ask you to put up a Bond which will be refunded after the City Inspects the work when it is completed.
- Homeowners need to use a licensed and bonded contractor for tree removal (as well as sidewalk repair if that is necessary) as this is a liability issue for both the Homeowner and City Federal Way if one is not used.
- Initially, the Board will work with Homeowners and City to navigate the LAC and permitting process for Right-of-Way (ROW) maintenance.

https://www.cityoffederalway.com/sites/default/files/ROWAPPLICATION%20%281%29_0.pdf

- For the City of Federal Way, you will need to include a copy of the contractor’s business license and proof of insurance. Also include a traffic control plan with your ROW Application. (Photo copies of the business license and proof of insurance are acceptable).
- Remember to ask the Tree Removal Company if the grinding and hauling away are included in the quote.
- If repairing the sidewalk after the tree has been removed it is not required by the HOA or the City of Federal Way as referenced in the Memorandum of Understanding dated May 11, 2021.
- Sidewalk repairs must comply with standards and details of the City of Federal Way, including the American with Disabilities Act, latest requirement, if applicable.
- If repairing the sidewalk, the City of Federal Way will inspect the sidewalk after it has been poured.