



**Harbor Ridge Estates Homeowners Association
Tacoma, Washington**

**HOMEOWNERS BILL OF RIGHTS
AND
RULES & REGULATIONS**

Adopted March 18th, 2015
Effective Date May 1st, 2015

Harbor Ridge Estates Homeowners Association
C/O TARGA REAL ESTATE SERVICES, INC.
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May 1st, 2015

TO: RESIDENTS OF HARBOR RIDGE ESTATES HOME OWNERS ASSOCIATION

FROM: HARBOR RIDGE ESTATES HOA BOARD OF TRUSTEES

SUBJECT: HRE HOA Member Bill of Rights
Harbor Ridge Estates Rules and Regulations

Enclosed is a copy of the Harbor Ridge Estates Rules and Regulations for your records. Please read and refer to this document in order to understand the responsibilities of the residents and homeowners in the Harbor Ridge Estates community. Many, but not all, questions regarding permitted or prohibited activity, as outlined in the CC&R's, are further detailed here. These Rules and Regulations are effective January 15, 2011. These Rules and Regulations replace all prior Rules and Regulations which have been promulgated the Harbor Ridge Estates Homeowner's Association.

The Harbor Ridge Estates Rules and Regulations are not intended to define an Association member's relationship with their neighbors. Association members are urged to communicate with, and to assist each other in order to resolve questions when they occur. The Rules and Regulations are a guide of what is expected of each property owner in order to protect the quality of living in our community.

The Harbor Ridge Estates Rules and Regulations are a safety net, with definitive action to be taken by the Board of Directors to protect the member residents of the Harbor Ridge Estates Homeowners Association.

Pursuant to the Declaration of Covenants, Conditions, and Restrictions ("CC&R's") of the Harbor Ridge Estates Homeowners Association (the "Association") and R.C.W. 64.38.020(11), the following written rules and regulations are adopted in order to further and foster compliance by homeowners with the provisions and requirements of the CC&R's, the Bylaws and Rules & Regulations (hereinafter collectively the "governing documents") of the Association. These rules are intended to provide additional incentive for compliance by owners who violate the requirements and provisions of the governing documents, not supplant or amend them, and in the event of an inconsistency or conflict between these Rules and the governing documents of the Association, the governing documents provisions will supercede and apply.

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Member Bill of Rights

- 1.0 Homeowners have the right to peace of mind concerning the safety of their family.
- 2.0 Homeowners have the right to promote the nation's traditional ideals of freedom, individuality and resourcefulness in the design, construction and operation of the homeowners association.
- 3.0 Homeowners have the right to freedom of speech and assembly.
 - 3.1 Homeowners have the right to submit articles to the HOA newsletters, for which their own assessments have paid, and to have those articles published.
 - 3.2 Homeowners have the right to start alternative websites or circulate flyers.
- 4.0 Homeowners in good standing have the right to vote as long as he/she owns property in the neighborhood.
- 5.0 Homeowners have the right to expect that their neighbors, as well as they themselves, will comply with the established Rules and Regulations of the community.
- 6.0 Homeowners have the right to receive, in a timely manner, any and all transactions of due process.
- 7.0 Homeowners have the right not to lose their home due to vague covenants.
 - 7.1 Homeowners have the right to due process, with compassion, for the 'real' effect of the infraction to the total community.
- 8.0 Homeowners, at an Association meeting, have the right to discontinue governance by the HOA with a favorable vote by 2/3 of the total Association.
- 9.0 Homeowners in good standing have the right to access all records of the Association.
 - 9.1 Homeowners in good standing have the right to review the books and records of the Association.
 - 9.2 Homeowners in good standing have the right to view audit reports.
 - 9.3 Homeowners in good standing have the right to clear disclosure of all lawsuits, construction defects and liabilities that affect homes and common property in the Association.
 - 9.4 Homeowners in good standing have the right to receive minutes of Association meetings.
 - 9.5 Homeowners in good standing have the right to view all records of the Architectural Control Committee.
- 10.0 Homeowners have the right to attend all HOA related meetings.
- 11.0 Homeowners have the right to be governed by CC&R's that are easy to read and devoid of confusing technical jargon.
- 12.0 Homeowners have the right to expect that the Rules and Regulations are to be designed from the perspective of the homeowner, and must respect the central role which a home plays in the life of its members.
- 13.0 Homeowners have the right to expect that the CC&R's mandate the right to equal services and treatment for all.
- 14.0 Homeowners have the right to expect that, where fraud and concealment of information has taken place within the Association, there should be no statute of limitations.
- 15.0 Homeowners have the right to expect term limits for board members.
- 16.0 Homeowners have the right to expect that assessments will be used only for the purposes for which they were collected and also have the right to an adequate accounting and full disclosure of expenditures.
- 17.0 Homeowners have the right to appeal, to the Association Board of Directors, any decision made by the Architectural Control Committee.

18.0 Homeowners have the right to expect thirty (30) days notice prior to the effective date of changes to the Rules and Regulations.

Harbor Ridge Estates Homeowners Association

Rules and Regulations

Section 1 Application and Authority

- 1.1 The Rules and Regulations are established to protect the rights of all residents and to preserve the attractive, quality appearance of the homes in the Harbor Ridge Estates community. They apply equally to all residents, owners or renters.
- 1.2 The Board of Directors in accordance with the Declarations has approved the Rules and Regulations.
- 1.3 Owners shall be provided with a current copy prior to the effective date of the Rules and Regulations.

Section 2 General Rules and Regulations

- 2.1 Rules and regulations adopted by the Board of Directors shall apply to and be binding upon the owners and/or occupants of Harbor Ridge Estates Home Owners Association and on their invitees and visitors.
- 2.2 Owners shall be responsible for the actions of residents as well as all visitors on their lot, and for their compliance with all provisions of the Declaration, the by-laws, and all the Rule and Regulations of the Board of Directors. Owners shall take appropriate action to ensure compliance when any violation occurs.
- 2.3 Owners shall be responsible for informing any occupants of the provisions of the Declaration, by-laws, and the Rules and Regulations and shall take such actions as may be required to secure compliance when any violation occurs. Owners shall be responsible to submit to the Board, or a management agent, a completed "Renter Acknowledgement & Privileges Waiver" form at least twenty-one (21) days prior to the change in occupancy.
- 2.4 Occupants shall be responsible for informing any invitee or visitor of the provisions of the Declaration, the by-laws, and Rules and Regulations and shall take such actions as may be required to secure compliance when any violation occurs.
- 2.5 Proposed additions or amendments to the Rules and Regulations must be submitted to the Board of Directors in writing and will be considered at the next scheduled Board meeting or at a special meeting.
- 2.6 Adoption of proposed Rules and Regulations shall be implemented by a majority approval of the Board of Directors, with 30 days notice to homeowners upon adoption.
- 2.7 The members of the Harbor Ridge Estates Homeowners Association, at an annual or special meeting of the members may challenge, amend or create a Rule or Regulation, by a two-thirds majority vote of the total membership of the association.

Section 3 General Constructions and Landscaping Control

The Architectural Control Committee (ACC), working under the authority of the Harbor Ridge Estates Homeowners Association Board of Directors, has been created for the sole purpose of maintaining the quality and value of the entire property of Harbor Ridge Estates. The ACC shall have the authority to determine and establish standards, involving but not limited to, aesthetic considerations of harmony of construction and color, which it determines to be in the best interest of providing for attractive development of the community. The ACC has responsibility for the maintenance of common areas. The ACC may contract with a landscape service, subject to Board approval.

ACC Committee (Refer to CC&R Article V)

- 3.1 An Architectural Control Committee (ACC) shall consist of a minimum of three (3) to maximum of five (5) lot owners appointed by the Board of Directors. One Board member will be appointed to act as a communication facilitator between the ACC, Board, and managing agent. Such appointee need not be a voting member of the ACC. At least two members of the ACC must be on the Board of Directors
- 3.1.1 The ACC will determine one of its members to be Chairperson for the committee.
- 3.1.2 The ACC has the responsibility to provide recommendations to the Board for the authorization of funds.
- 3.1.3 Membership on the ACC is limited to one (1) person per household, even if the household owns two lots.
- 3.1.4 ACC members shall be appointed by, and serve at the pleasure of the Board of Trustees.

Construction (refer to CC&R Article V)

- 3.2 Construction plans, drawings, specifications and plot plans must be submitted to the ACC including the nature, kind, shape, height, materials, colors and location. All plans, specifications and plot plans are to be submitted to the ACC utilizing the ACC Request for Architectural Review Form.
- 3.3 Application for ACC approval must be submitted prior to commencement, erection, or alteration of any building or structure. The ACC must respond in writing thirty (30) days after receiving a fully complete package of construction plans, drawings, specifications, and plot plans.
- 3.4 The ACC will review all proposals submitted pursuant to Rule 3.2. Such review will include, but not be limited to, the following consideration: quality of workmanship, use of materials, conformity with proposed and existing structures and current neighborhood aesthetics as described in the Declaration.
- 3.5 In the event the ACC fails to approve or disapprove within (30) days a proposal submitted pursuant to Rule 3.2, the proposal would be deemed approved for the limited purpose of the compliance with Rules and Regulations.
- 3.6 If the ACC does not approve a submitted proposal, the applicant may apply for an appeal, in writing, with the Board of Directors. The Board may overturn the ACC ruling by a majority vote.
- 3.7 Original plans submitted to the ACC shall be kept on file at the Management Company. A copy of the plans shall be returned to the homeowner of record and should be kept available for reference.
- 3.8 Construction of any improvement must commence within six (6) months after ACC approval has been granted, or approval will be considered void.
- 3.9 Any improvement constructed on any Lot must be completed as to external appearance, including paint within six (6) months from the commencement of the project, (or nine (9) months in the case of new home construction), or approval will be considered void. However, the ACC may, upon request by the applicant, extend the deadline for good cause shown.
- 3.10 The ACC has the right to approve or disapprove any proposed swimming pools and other recreational structures or equipment as described in the Declaration. No recreational structure or equipment shall be permanently attached to the front or sides of the structure visible from the street.
- 3.11 It is the responsibility of the lot owner to make certain that proposed plans are carried out as approved, where changes are necessary due to unanticipated field conditions or other exigencies, the proposed changes must be approved in writing by the ACC. Changes shall be resubmitted to the ACC for approval.
- 3.12 The City of Tacoma requires permits and review for many changes to properties. Each Homeowner is responsible for finding out if changes or projects require City approval and for obtaining that approval. City authorities should be contacted to verify necessary procedures to be followed as well as obtaining any necessary permits. Failure to do so may create civil and/or criminal liability. City approval does not eliminate the need to submit for approval by the ACC. The ACC may require to receive copies of the appropriate city permits as a condition of approval.

3.13 Decks

- 3.13.1 Decks shall be located primarily in the rear yard of the house. Other locations shall be considered on a case-by-case basis.
- 3.13.2 Decks shall be consistent with architectural characteristics of the house as well as compatible with material and color.
- 3.14 Patios shall be located primarily in the rear yard of the house. Other locations shall be considered on a case-by-case basis.
- 3.15 Walkways, The paving material for new or replacement walkways shall be in keeping with materials in adjacent walkways and requires ACC approval.
- 3.16 All driveways shall be paved with Portland cement concrete from the edge of the sidewalk to connect with paved surface of floor in the garage. A finish of exposed aggregate is preferred. (refer to CC&R Article V, Section 20)
- 3.17 All colors of all exterior materials and trim features must be approved by the ACC. Repainting or staining, even with the same colors as previously used on an exterior structure, requires ACC approval.
- 3.18 All new or replacement roofing installations require ACC approval and must be on the Approved Roofing Material and color list. Homeowners that use any non-approved roofing materials may be required by the ACC to remove and replace with approved materials and colors. (refer to CC&R Article V, Section 19, and Article VI, Section 2a)
- 3.18.1 All solar panel installations require ACC approval and are subject to guidelines RCW 64.38.055.
- 3.19 Retaining walls are structures and require approval from the ACC. (refer to CC&R Article V, Section 12)

Landscaping and View Preservation

- 3.20 For new home construction on lots, landscaping shall be completed within six (6) months from the date the structure is completed. Landscaping includes the lawn, rockery, shrubbery, etc. for the entire front yard. The remaining yard must be landscaped within twelve (12) months from date of completion or ownership. Lots without structures shall complete landscaping within six (6) months from the date of purchase.
- 3.21 All homes & lots must be maintained in a healthy and attractive manner comparable to the standards of the community. No underbrush, or other unsightly growths (including weeds) shall be allowed on any lot or public street. (Refer to CCR Article IV, Section 11B.)
- 3.22 Mow strips and sidewalks are the responsibility of the homeowner. Mow strips are to be landscaped with grass. No gravel or shrubs shall be substituted without the written permission of the ACC. Repair to any damaged/buckling sidewalk is the responsibility of the homeowner. (Contact the City of Tacoma to see if any financing programs are available)
- 3.23 Lot owners must submit an application to the ACC for approval of landscaping and exterior alteration of the lot, which include planting of one or more trees, shrubs, plants and other vegetation which may attain a vertical height in excess of seven (7) feet. The application must show the location of the planting on the lot. The ACC shall consider possible interference with neighboring views in approving such plantings. (refer to CC&R Article V, Section 7)
- 3.24 The ACC shall have the right to require the trimming, topping, or removal of any tree, hedge or other plant on a lot, which the ACC determines to be unreasonably blocking or interfering with the view or access to sunlight upon another lot.
- 3.24.1 Such trimming, topping or removal of vegetation as required by the ACC shall be at the lot owner's expense, unless the lot owner can provide written verification that the vegetation was previously approved by the ACC for the growth levels present at the time of the later ACC requirement. (refer to CC&R Article VI, Section 2a)

- 3.24.2 Trimming, topping or removal of vegetation within growth levels previously approved by the ACC shall be at the expense of the one or more neighboring lot owner(s) who seek preservation of their view through ACC intervention, and the ACC may require advanced deposit by neighboring owners of the costs of trimming, topping or removal, as a condition of the ACC requirement
- 3.24.3 ACC approval of plantings is independent of, and does not affect the liability of a lot owner to avoid trespass or other violations of state or local laws related to the planting. (refer to CC&R Article V, Section 6)
- 3.25 The Board of Trustees has authority for planting, maintaining, trimming, topping and removal of vegetation, and any and all maintenance or improvement in common areas. At no time shall a lot owner or a committee/Board member personally contract a service company on behalf of the Association. The Association will not be responsible for any charges resulting from such a contract. In addition to penalties prescribed under the CC&R's, homeowners may also be civilly and/or criminally liable for damage or waste to vegetation in common areas caused by homeowners or their contractors.

Outbuildings, Greenhouses, and Other Structures

- 3.26 Outbuildings shall be of the same architectural style as the main residence on the lot and shall be constructed of similar material. Outbuildings include, but are not limited to, storage areas, sheds, and potting sheds. All outbuildings must be submitted to the ACC for approval.
- 3.27 Greenhouses shall have the framework constructed out of metal or wood. The panels shall be clear glass. No colored, frosted glass or plastic will be permitted. To blend the architectural style of the green house and the main structure on the lot, the color of the wood or metal trim shall be approved by the ACC.
- 3.28 Any structure or outbuilding erected or placed on any lot shall be completed as to external appearance, which is to include the final painting; within six (6) months from the date framing commences.

Fencing

- 3.29 No fence, wall, or hedge shall be erected or placed on any lot nearer to any street than the minimum building setback line, or the actual building setback lines, whichever is further from the street, except nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two (2) feet above the finished grade at the back of said wall. (refer to CC&R Article V, Section 6)
- 3.30 Fences bordering greenbelt areas shall be erected with the finished side facing the greenbelt areas. No fencing shall be permitted in the front yard. On corner lots, fencing shall only be allowed from the front corner of the house to the rear lot line along the exterior side lot line. All fencing shall be approved by the ACC prior to installation.
- 3.31 There are four (4) Fence Styles approved for Harbor Ridge Estates: Dog Ear, The Wave, Picture Frame, and Wrought Iron/Picture Frame . See exhibits on the Harbor Ridge Estates website <http://harborridgeestates.org>
- 3.32 Wood fences should be stained or left natural - not painted. Stain colors must be approved by the ACC. Lot owners are responsible to immediately report graffiti to the police, and to remove or otherwise restore the appearance of the fence.
- 3.33 Except where the maintenance responsibility for perimeter fence has been established by contract for shared replacement between a lot owner and Harbor Ridge Estates, the care and maintenance of perimeter fencing will be the responsibility of each adjoining home owner for the corresponding portion of the perimeter fence which adjoins their lot. The home owners shall be responsible for maintaining the perimeter fence to a standard, uniform appearance. All perimeter fencing is required to be built and maintained in the Picture Frame style (refer to Rule 3.25).

Wood Piles

- 3.34 The type of structure used to screen a woodpile requires ACC approval.
- 3.35 Woodpiles shall be kept only in the rear yard or side yard and not be visible from the street.

3.36 Woodpiles shall not be covered with tarpaulin or other similar type covering.

Section 4 General Use of Residence

- 4.1 Owners and/or occupants shall maintain their home and property in compliance with the requirements of the CC&R's.
- 4.2 The Board of Directors and the managing agent shall give notice in accordance with Section 7 of these Rules & Regulations to owners who fail to perform proper upkeep of their home in violation of the CC&R's and/or Rules & Regulations.
- 4.3 Containers used for garbage, recycled material, and/or yard waste shall not be kept in view of Harbor Ridge Estates residential streets except for the period beginning at 3:00 PM the day before trash collection and ending at 3:00 PM the day after trash collection.
- 4.4 No yard waste or trash of any type is to be discarded in, or on, the greenbelt areas within, or bordering the Harbor Ridge Estates development. No trash, garbage, other refuse, junk vehicles, or objects shall not be allowed on any lot or public street. (Refer to CCR Article IV, Section 11B.)
- 4.5 Buses, boats, campers, trucks, trailers and commercial vehicles may not be parked on the lots, in driveways or on the street. However, a lot owner, (or his guest or occupant) may park one such recreational vehicle, trailer or camper in a driveway or on the street for period not to exceed 48 hours, for a single occasion not more than once per month. Any deviation requires a time limited, written waiver from the ACC, which shall not exceed four (4) days. Violators may be subject to public impound at the expense and risk of the owner.
- 4.6 Only ONE satellite dish will be allowed per lot in the Association for purposes of receiving telecommunications transmissions. Any additional Satellite dishes must be approved in writing by the ACC.
 - 4.6.1 No installation of an antenna will be allowed by the ACC.
- 4.7 Use of fireworks in the Harbor Ridge Estates Community must be in compliance with the City of Tacoma codes. Any liabilities are the responsibility of the homeowner.
- 4.8 Use of firearms and related activities, such as bows and arrows, BB or pellet gun target practice, are strictly prohibited.
- 4.9 No lot shall be used for other than one detached single-family dwelling with outdoor parking for not more than three (3) motorized vehicles. All vehicles parked outdoors must be in operating condition and display current licensing. Inoperative vehicles will be towed/removed at the owner's risk and expense without additional warning (Refer to rule 4.4/4.5). Parking is allowed only in driveway or on street directly in front of homeowner's lot.
- 4.10 Automobile noise is to be kept to a minimum, with no pro-longed idling or racing of engines. Radio/stereo systems will not be audible outside of the vehicle while in the neighborhood. Homeowners will be responsible for their guests as they enter and leave the neighborhood.
- 4.11 No resident or guest shall cause loud or disturbing noises, nor will permit any act that will impact on the rights, comforts, or convenience of other homeowners. The hours between 10:00 PM and 8:00 AM are to be considered "quiet hours".
- 4.12 No exterior clotheslines or outdoor laundry drying shall be allowed that can be seen from any street.
- 4.13 No signs shall be displayed to the public view on any lot except one Realtor's or similar quality signs of not more than one (1) sign of not more than six (6) square feet.
 - 4.13.1 'For Sale' or 'For Rent' signs shall be hung from a sign post routine to most agencies. This post shall be placed between the sidewalk and residence and "NOT" in the parking strip (grass area between street and sidewalk). At

no time shall a 'For Sale' or 'For Rent' sign be placed on any common area. No 'For Sale' or 'For Rent' sign shall be larger than 2 feet by 3 feet.

- 4.13.2 'Open House' signs shall be 'A' board style and placed on the day of the open house. These shall be removed at the end of the day.
- 4.13.3 Political signs are allowed with a limitation on size of two (2) square feet and must be removed within 24 hours after the completion of elections. Political signs may be installed three (3) weeks prior to the election.
- 4.13.4 Garage sale signs may be installed no more than five (5) days prior to the event and must be removed by dusk on the final day of the sale.
- 4.13.5 No signs are to be posted in common areas.
- 4.14 Garage sales are allowed in Harbor Ridge Estates. Sales are limited to two (2) consecutive days duration. Merchandise may be displayed in driveway and garage areas only. Common areas, front lawns and other landscaped areas are strictly off limits for display purposes. All merchandise must be removed from display by dusk of the second day.
- 4.15 Exterior holiday lights and decorations are allowed. Lights and decorations may go up two weeks prior to the holiday and must be removed within one week after the holiday.
- 4.15.1 The exception to this will be the Christmas/Chanukah period when lights and decorations may go up at Thanksgiving. All Christmas and Chanukah decorations including lights must be completely removed by January 31st.
- 4.15.2 If complaints by homeowners arise, the Board may ask for removal of the display. If the display is not removed, a fine may be imposed.
- 4.16 Applications for approval by the ACC for the installation of exterior lighting of the home, such as driveway pillar lights: shall include wattage, height of fixture above ground, description of fixtures and location on the property.
- 4.17 Low voltage accent lighting around a home does not require approval by the ACC.
- 4.18 At no time shall lighting be directed outside one's property.
- 4.18.1 If complaints by homeowners arise, the Board may ask for removal of the lighting. If the lighting is not removed, a fine may be imposed.
- 4.19 Fountain covers may be placed on fountains between 11/1-3/31 for protection. Fountain covers should be earth tone to blend with the rest of the landscaping.

Section 5 Pets and Animal Care

- 5.1 Homeowners are encouraged to understand and abide by any and all applicable City, County or State ordinances regarding pet control.
- 5.2 All domestic pets shall be kept under control at all times in Harbor Ridge Estates. No animal shall be allowed to run free in any manner at any time of the day or night. All pet owners are reminded that the City of Tacoma employs a "leash law".
- 5.3 When outside, pets must be in the company of and controlled by their owners.
- 5.4 All neighboring landscaped areas, flowerbed and rock areas are strictly OFF LIMITS to animals.
- 5.5 Pet owners are required to clean up any excrement deposited by their pets in any area, and are financially liable for any damage caused by their pets. All pet owners are reminded that the city of Tacoma employs a "Scoop Law".

- 5.6 Barking dogs shall be restrained by their owners and every care shall be taken to prevent barking or control it should it occur. All pet owners are reminded that the Humane Society of Tacoma will respond to complaints to barking dogs and may remove said barking dogs from the home.

Section 6 Homeowners Assessments and Fees

- 6.1 Homeowner assessments are stated per year per Lot and are due on January 1, unless the Board has provided a different stipulation. An invoice will be sent by the Treasurer, or by a management agent, before the due date. The Treasurer, or the management agent, deems assessments delinquent if not received by January 31.
- 6.2 An automatic late charge of fifty dollars (\$50.00) shall be added to each delinquent lot, for the first thirty (30) of delinquency, and shall be included as part of the payment, and an additional fifty dollars (\$50.00 for each subsequent thirty (30) days of delinquency, until balance is paid in full.
- 6.3 Delinquent homeowners will receive a notice and billing, that includes late charges, by the last day of the billing month. The due date for this billing will be the fifteenth (15th) day of the following month.
- 6.4 Any lot having a delinquency of ninety (90) days, or greater, will have a lien action initiated by the Association, or a management agent, with any additionally incurred charges, such as lien filing fees, charged to the lot.
- 6.5 Any lot having a delinquency of one thousand dollars (\$1,000), or greater, will have legal collection action initiated by the Association, or a management agent, with any additionally incurred charges, such as lien filing fees and all legal expenses, charged to the lot.
- 6.6 Partial, or installment, payments made by the homeowner to subjugate the lien, or foreclosure, account will be applied first to the oldest outstanding balance.

Definitions:

Lien- A legal claim against an asset. It is used to secure a loan and must be paid when the property is sold.

Member in good standing- A homeowner who has no delinquent payments or outstanding fines.

- 6.7 A transfer fee of \$300.00 will be assessed upon transfer of ownership.

Section 7 Grievance / Due Process / Enforcement

The following Grievance Policy is established in order to create a fair and equitable procedure for making, receiving, handling, and resolving grievances submitted to the Board of Directors by members of the Association in good standing. The Board reserves the right, on a case-by-case basis, to review a grievance by a member who is not in good standing.

Grievance Policy

- 7.1 The Board of Directors of the Harbor Ridge Estates Homeowners Association (hereafter the "Board") is responsible for membership compliance with the Declaration (CC&R's) to the extent permitted in the Bylaws and these procedures. The Board will act on grievances that are submitted by Members and which constitute violations of the Declaration.
- 7.2 Any Board member may submit a grievance in their capacity as an Association member, but thereafter must abstain from participating in any Board capacity in the resolution of the grievance. This provision shall not be interpreted to restrict any other duties or responsibilities of that individual in their capacity as a Board Member.
- 7.3 The grievance procedure is intended to resolve problems that cannot be otherwise resolved by Harbor Ridge Estates residents. When grievances are submitted that do not constitute a violation of the Declaration, the Board will respond to the Member in writing explaining why the grievance cannot be acted upon.
- 7.4 Any action taken by the Board to resolve a grievance must be agreed upon by a majority of the Board.

- 7.5 The aggrieved member should make initial contact with the person causing the alleged grievance. Though not a requirement, it is preferred that the persons concerned arrive at a solution not requiring formal intervention by the Board.
- 7.6 When the persons concerned cannot in good faith resolve the grievance, the grievance shall be submitted in writing, to the Harbor Ridge Estates Homeowner's Association Board of Directors, or their management agent.
- 7.7 At their discretion, the Board may acknowledge and respond to oral concerns raised by members of the Association in good standing, but Board action in such instances shall be limited solely to verbal communications with the person causing the concern, unless the Board determines otherwise.
- 7.8 The Board requires that each grievance be submitted as a separate writing. Submission of multiple grievances within a single writing is prohibited. Submittal form is attached. Please complete as much of the requested information as possible.
- 7.9 Upon receipt of a written grievance from a member in good standing, the Board shall review the grievance to determine whether it constitutes a violation of the Declaration.
- 7.10 Following a determination of the sufficiency of the grievance, the Board shall consider, investigate as appropriate, and determine what response, if any, is appropriate to the grievance. A response may be informal or formal, may consist of one or more of the following steps, any combination or order of these enumerated steps, or may consist of other actions that the Board deems appropriate. Among the possible actions, the Board may:
- 7.10.1 Identify for the aggrieved Member, alternatives that may be more appropriate for resolving the grievance than immediate Board intervention.
- 7.10.2 Direct one or more Board Members to contact the party in alleged violation of the Declaration, to discuss the grievance and potential corrective measures.
- 7.10.3 Correspond with the person(s) involved.
- 7.10.4 Provide official notification by the Board of a Declaration violation, outlining the necessary corrective action. A copy of the Declaration section violated may accompany the notice.
- 7.10.5 Contact any appropriate governmental or other agency for occurrences within the agency's jurisdiction.
- 7.10.6 Complete the work necessary to remedy the violation by employing a manager, attorney, an independent arbitrator, or such other employee, as the board deems necessary to enforce the Declaration.
- 7.11 At any point in the process the member who originated the grievance may withdraw a grievance. However, the Board may continue to proceed of its own accord on a matter originally brought to the Board's attention through a grievance that is later withdrawn.

Due Process

- 7.12 All grievances, complaints, and concerns may be considered at the next Board meeting or at a special meeting if indicated.
- 7.13 Any matter incapable of resolution in the normal course of business at a regular Board meeting shall be scheduled for a sanction hearing with notice sufficient to inform all interested persons or the time and date of the hearing and the subject matter to be considered. Notice shall be given not less than fourteen (14) days prior to the hearing.

Enforcement

- 7.14 Owners and occupants in violation of the provisions of the Declaration and Amendments hereto, the by-laws, or the Rules and Regulations adopted by the Board of Directors may be subject to the following procedures to enforce compliance:
- A. Courtesy notice of the violation.
- B. Formal notice and fine of \$50.00, if not compliant, in thirty (30) days after courtesy notice.

- C. Notice and fine of \$250.00 for each subsequent thirty (30) days, if not compliant.
- D. Homeowners, subject to an infraction charge, will receive a notice and billing, that includes fine charges, by the last day of the billing month. The due date for this billing will be the fifteenth (15th) day of the following month.
- E. Any lot having infraction fines of ninety (90) days, or greater, will have a lien action initiated by the Association, or a management agent, with any additionally incurred charges, such as a filing fees, charged to the lot.
- F. Accounting procedures recognize these fines as ‘assessments owing’ which means that unpaid fines in a given year will become delinquent assessments the following year, during the annual assessment collection, and will then be subject to the penalties of delinquent assessments.

NOTE: THE PURPOSE OF ASSESSING A FINE IS TO ENCOURAGE COMPLIANCE WITH THE RULES ONCE A WRITTEN NOTICE OF VIOLATION HAS BEEN ISSUED.

- 7.15 Any fine, penalty, charge, or fee imposed shall be paid within five (5) days of notice of the imposition of the same and if not paid shall be added to all other sums due or which may become due and shall be subject to collection procedures provided in such cases.
- 7.16 The Board of Directors has the authority, per the Declaration, to use monetary fines to assure timely and consistent compliance with the Rules and Regulations. Violations may result in a fine according to the Schedule in Section 7.5. A first warning shall be issued where noted. Failure to pay any portion of the fines will result in action by the Board of Directors in placing a lien against the owner in violation and may be foreclosed upon by the Association.
- 7.17 Any subsequent/repeated violation(s) previously assessed a penalty will be assessed a penalty of: **\$250.00 each month until resolution of the recurrent violation(s).**
- 7.18 All owners shall be sent a copy of the Rules and Regulations to their last known address.

Section 8 Homeowners and Occupants Registration

- 8.1 A Homeowners and Occupants Register containing information required for the efficient operation and maintenance of Harbor Ridge Estates shall be kept in the form, and containing the information, required by the Board of Directors, by the managing agent, and by the Secretary of the Board of Directors. The managing agent and any member of the Board of Directors may act in the collection of any or all information required. The register shall be kept current and complete.
- 8.2 Homeowners and/or occupants shall provide or cause to be provided all information requested within ten (10) days of its request.
- 8.3 Owners shall provide the following information:
 - A. Lot number
 - B. Name of legal owner(s)
 - C. Address
 - D. Home and work telephone numbers
 - E. Name of occupant(s), if not owner-occupied
- 8.4 Non-owner occupants shall provide the following information:
 - A. Lot number
 - B. Names of occupants
 - C. Home and work telephone numbers

Section 9 Elections Process

Election Summary

- 9.1 A Harbor Ridge Estates Homeowners Association annual meeting may be held during the month of November for the purpose of electing members to the Board of Directors.
- 9.2 A written notice of the meeting must be mailed to each Association member not less than 14 days, nor more than 60 days, prior to the date fixed for said meeting.
- 9.3 The presence at any meeting of Members in person, or by proxy, representing at least 10 percent of the total votes in the Association constitutes a quorum.
 - 9.3.1 If the election cannot be held because quorum has not been met, the meeting may be adjourned to a time not less than 14 days nor more than 60 days from the original meeting date.
 - 9.3.2 At this second meeting, the presence of members in person, or by proxy, representing at least 10 percent of the total votes in the Association constitutes a quorum.
 - 9.3.3 If the quorum is not met, either in person or by proxy, at the second meeting, the election for a new Board of Directors is abandoned, and the current Harbor Ridge Estates Homeowners Association Board of Directors remains seated.
- 9.4 The authorized number of Directors for the Corporation shall be a minimum of three (3) and a maximum of five (5); and, each Director must be a member in good standing of the Association.

Inspector of Elections

- 9.5 The Inspector of Elections shall perform the following duties:
 - 9.5.1 Determine the number of memberships outstanding and the voting power of each.
 - 9.5.2 Determine the number of members represented at the meeting.
 - 9.5.3 Determine the existence of a quorum.
 - 9.5.4 Determine the authenticity, validity and effect of proxies.
 - 9.5.5 Receive votes, ballots or consents.
 - 9.5.6 Hear and determine all challenges and questions arising in connection with the right to vote.
 - 9.5.7 Count and tabulate all votes or consents.
 - 9.5.8 Determine when the polls shall close.
 - 9.5.9 Determine the voting results.
 - 9.5.10 Perform such other acts as may be proper to conduct the election or vote with fairness to all Members.

Proxies and ballots

- 9.6 Information shall be mailed to all members of the Association as described in Section 9.2 announcing the date, time, and location of the meeting; as well as a description of all matters that are to come before the meeting. The mailing shall also include a proxy form with appropriate instructions.
- 9.7 The Inspector of Elections must receive the Proxy form, properly completed by the property owner, by the close of registration, no later than 5:00 p.m. on the date of the Election, in order to be counted for the Election.
- 9.8 A Ballot (different from the Proxy) may be obtained from the Election Committee at the Election Meeting to be completed and returned to the Election Committee prior to the close of voting. Any homeowner has the right

during the registration period to withdraw any Proxy previously submitted by such owner. No forms will be accepted after the close of voting at the Elections Meeting.

- 9.9 If two or more Ballots, or other Proxies in an acceptable form, are submitted from the same property (lot), the one having the latest date will supersede the others. If the dates are not differentiable, the ballot for that property will be considered null and void.

Voting process

- 9.10 There will be a sign in sheet to validate the homeowner's name and associated property number. In those cases where the names do not match, or the name(s) on the Proxy are unreadable, these documents will be forwarded to the Inspector of Elections for determination and verification to ascertain signature validity. In the event a homeowner transfers title after the date of the most recent homeowners list, the Association shall accept a copy of his/her Deed as proof of ownership.
- 9.11 If the named proxy holder is holding the Proxy, it must be surrendered at the Election Meeting, to the Inspector of Elections, before the close of registration and a Ballot(s) will be issued for voting. If the Association Secretary is holding the Proxy, the named proxy owner has the right to inspect the Proxy during the registration period. The proxy holder will receive a separate Ballot for each directed proxy.
- 9.12 The Inspector of Election will surrender proxies only at such time as a quorum has been reached, for the purpose of totaling votes and issuing a report of election results.
- 9.13 There shall be only one Ballot for each property.
- 9.14 Vote totals will not be calculated until Election Day.
- 9.15 The Inspector of Elections will tabulate the Ballots.
- 9.15.1 In the event that an outside agent is not retained to tabulate the election material, the Board will perform the tabulation.
- 9.16 After the final tabulation of votes, the Board will announce the results of the election.
- 9.17 The sorted Proxies and Ballots will be placed into a sealed envelope and signed by the Inspector of Election who counted the votes.

**HARBOR RIDGE ESTATES ASSOCIATION
ARCHITECTURAL CONTROL COMMITTEE APPLICATION
Homeowner Exterior Improvements Application**

An approval by the Architectural Control Committee (ACC) of any deck, fence, shed or other exterior structure or home exterior modification is required before work begins. This form is the application for approval. After completion, it should go to Targa Real Estate Services, Inc., 720 S 348th Street, Suite A-2, Federal Way, WA 98003, Fax- 253.815.0191, email-monika@targarealestate.com. Please attach a lot diagram showing the location of the improvement and a design drawing showing any details that should be considered by the committee.

Owner Name: _____

Address: _____

Telephone: _____ Email: _____

Div #: _____ Lot # _____

Project Description: _____

Square Footage of deck, lineal Feet of Fence, etc _____

Proposed construction Material/Product Name: _____

Exterior Painting Colors: Please submit a House Color Application when repainting.

Will the construction result in a loss of view or privacy to neighbors? Yes No

Have you spoken with the neighbors and are any expressing any objections? Yes No

Who will accomplish the Construction? _____

Have applicable city permits been obtained? Yes No Not Applicable

The above information is complete and accurate to the best of my knowledge

Dated this _____ day of _____ Month, 20____

Applicant's signature: _____

ACC USE ONLY

ACC RECOMMENDATION: _____

(CIRCLE ONE) APPROVED DENIED

ACC MEMBERS SIGNATURE: _____

ACC MEMBERS SIGNATURE: _____

Approval of this request does not imply the acceptance or endorsement of the engineering or stability of the proposed project. We urge you to check out your contractor's credentials, and/or seek competent design and engineering help if this is a do-it-yourself project.

**HARBOR RIDGE ESTATES ASSOCIATION
ARCHITECTURAL CONTROL COMMITTEE APPLICATION
Homeowner Exterior Improvements Application**

INSTRUCTIONS

In addition to the application, you will need to submit an original and two copies of the following attachments:

1. Full details of purposed and/or reason for improvement.
2. Site Plan with scale drawings of exact dimensions of improvement showing location on property.
3. Note distance from property lines. Show relationship of improvement to neighboring homes and/or open space.
4. Drawings and/or illustrations showing the design of the proposed improvement – state architectural style of existing home.
5. Materials/Products/color
 - a. List type of wood or other materials used
 - b. Color: Note whether color is the same as existing siding or trim on house or attach color chip for other color/stains.
 - c. List product name for siding, roofs, etc
6. Grading plan if changes in grade or other conditions adversely affecting drainage are anticipated. (generally, approval will be denied if adjoining properties are adversely affected by changes in drainage).
7. Landscape plan if application is for landscaping or relevant to project.
8. Signed written agreement of affected lot owner if improvement falls on property line.

ACKNOWLEDGEMENT OF APPLICANT

1. I understand that construction of certain major projects require that I obtain a City or County building permit. Approval of a project by the ACC does not affect or alter that requirement.
2. I understand that no construction activity shall take place prior to the approval of the ACC. The ACC will take a minimum of eight days and a maximum of thirty (30) days to approve the project. If alterations are made prior to or after approval I may be required to return the property to its former condition at my own expense. If this application is not approved wholly or in part, and that I may be required to pay all legal expenses incurred if legal action becomes necessary.
3. I understand that members of the Architectural Control Committee are permitted to enter on my property to make reasonable inspection of proposed constructions locations.
4. It is understood that I am aware of the Covenants, Conditions and restriction and Architectural Controls with regard to the review process.
5. The alteration authority granted by this application will be revoked automatically if the alteration requested has not commenced within six months of the approval date of the application and/or has not been substantially completed within six (6) months of commencement of the project.
6. I understand that any approval is contingent upon construction or alteration being completed in a workman-like manner as per plans submitted.
7. I understand that if I disagree with the ACC ruling, an appeals procedure is provided directly through the Board of Directors

DATE _____ SIGNATURE OF APPLICANT: _____

Harbor Ridge Estates Homeowners Association

GRIEVANCE FORM

DATE: _____

YOUR NAME: (please print): _____
(This is confidential but must be included for Board action to be taken)

DO YOU WISH A PERSONAL RESPONSE TO ACTION TAKEN ON COMPLAINT?
YES _____ NO _____

BEST TIME TO REACH YOU BY PHONE: MORNING ___ AFTERNOON ___ EVENING ___

HOME PHONE: _____ AND/OR WORK PHONE: _____

NAME OF HOMEOWNER (IF KNOWN): _____

ADDRESS (must be accurate): _____

CC&R SECTION # in violation: _____

COMPLAINT: (Please be specific as to dates, times, occurrences, etc.)

WHAT WAS THE OUTCOME WHEN YOU DISCUSSED THIS PROBLEM WITH YOUR NEIGHBOR?

MAIL TO: HARBOR RIDGE ESTATESHOMEOWNERS ASSOCIATION
C/O Targa Real Estate Services, Inc.
720 S 348th Street, Suite A-2
Federal Way, WA 98003
Fax- 253 815-0191
Email- monika@targarealestate.com

Harbor Ridge Estates Homeowners Association
GRIEVANCE FORM

- For Board Use Only -

DATE COMPLAINT RECEIVED BY BOARD _____ LOG # _____

BOARD MEMBER HANDLING COMPLAINT _____

ARTICLE AND PARAGRAPH OF HARBOR RIDGE ESTATES COVENANTS BELIEVED TO BE VIOLATED:

DATE OF FIRST ACTION _____

NOTIFIED HOMEOWNER BY (PERSONAL VISIT, LETTER, PHONE CALL?) _____
DATE COMPLIANCE TO BE COMPLETED BY? _____

HOMEOWNER RESPONSE: _____

DATE OF SECOND ACTION _____

NOTIFIED HOMEOWNER BY (PERSONAL VISIT, LETTER, PHONE CALL) _____
DATE COMPLIANCE TO BE COMPLETED BY? _____

HOMEOWNER RESPONSE: _____

DATE COMPLAINT RESOLVED _____

IF NOT RESOLVED DATE TO RULES COMMITTEE _____

DATE OF LETTER #1: _____

DATE OF LETTER #2: _____

DATE OF FINAL LETTER: _____

RESULTS OF LAST LETTER (i.e., gardening service used, dog catcher notified, homeowner has resolved problem) _____

Harbor Ridge Estates Home Owners Association

*Renter Acknowledgement
&
Privileges Waiver*

This form must be submitted for each rental, or leased property.

Please Print:

Owner's Name(s): _____
Property Address: _____ Lot: _____
Renter's Name(s): _____

I. Renter Acknowledgement (to be completed by the renter)

As renters of the property noted above, the members of my household and I acknowledge that we have received and reviewed the CC&R's and the Rules & Regulations of the Harbor Ridge Estates Home Owners Association and agree to abide by the regulations contained in those documents.

Signature: _____

Today's Date: _____

NOTE: Harbor Ridge Estates governing documents are available for a \$10.00 charge; a hardcopy can be mailed to your residence.

II. Privileges Waiver (to be completed by the homeowner)

As owner of the property noted above, I waive my family's rights, and agree that we will forego usage of Harbor Ridge Estates amenities and transfer these privileges to the renters listed above for the duration of their lease.

Signature: _____

Phone Number: _____

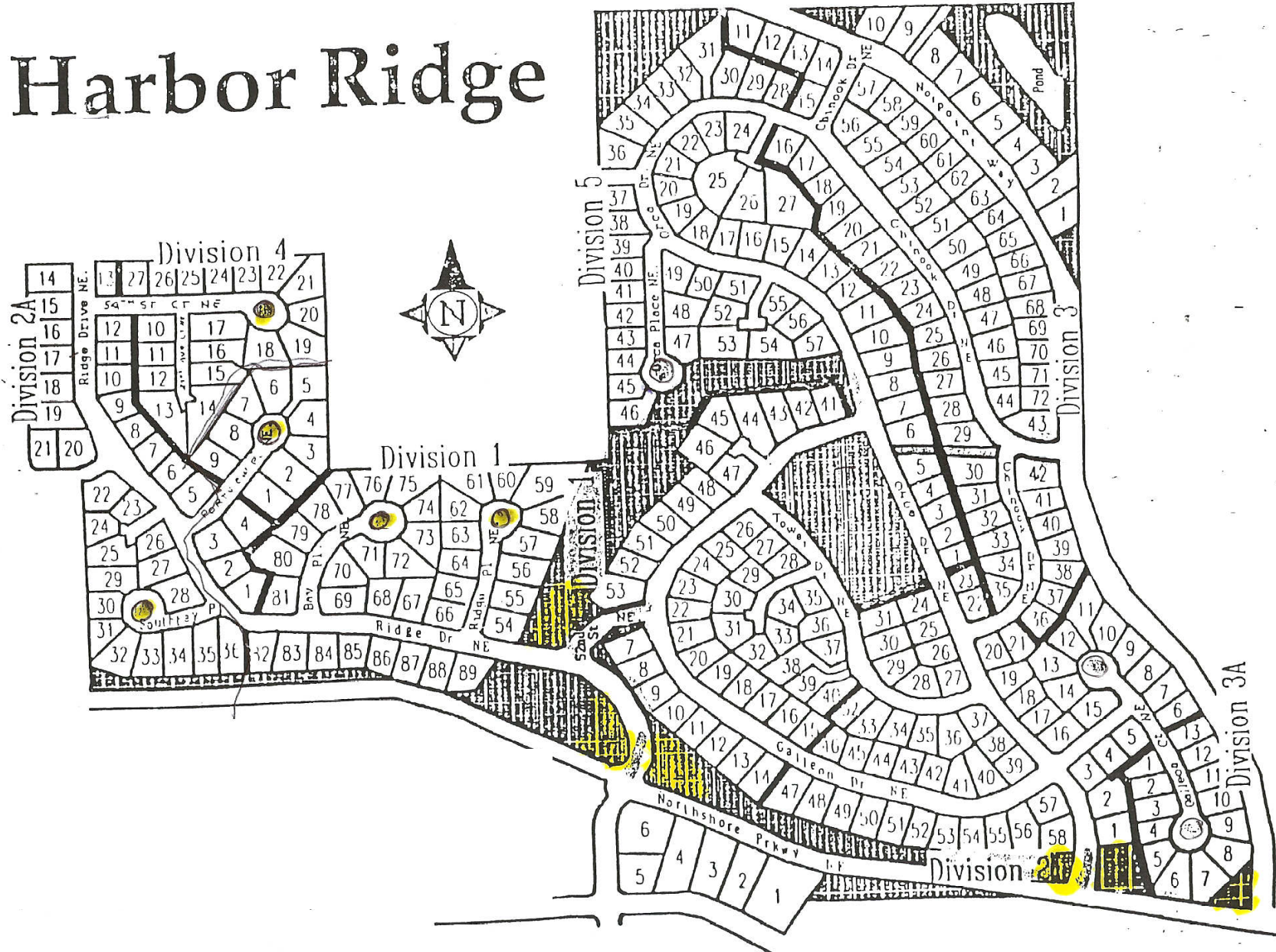
Today's Date: _____

Lease expiration: _____

This form is to be submitted to the Board, or a management agent, at least twenty-one (21) days prior to the change in occupancy.

Mail To: HARBOR RIDGE ESTATESHOMEOWNERS ASSOCIATION
C/O Targa Real Estate Services, Inc.
720 S 348th Street, Suite A-2
Federal Way, WA 98003
Fax- 253 815-0191
Email- monika@targarealestate.com

Harbor Ridge



Harbor Ridge Estates Lot Number