

CROFTON HILLS HOMEOWNERS' ASSOCIATION

Aesthetics [w/ Violation Fines]

I. Introduction

A. Article VII, Section 1 of the Declaration of Covenants, Conditions and Restrictions of Crofton Hills ("CC&Rs") states, in part, that "Each Owner, at said Owner's sole cost and expense, shall promptly and continuously maintain, repair and restore said Owner's Lot (including the yard and landscaping) and Home and other improvements located thereon in a good, clean, attractive, safe, and sanitary condition..." The Covenants are intended to enhance and protect the value, desirability, and attractiveness of the neighborhood.

B. Additional sections within Article VII, Use and Maintenance Obligations of Owners, establish specific aesthetic and exterior maintenance requirements, relating to things such as garages, roofs, exterior finish, antennas, fencing, garbage and refuse, construction, play structures, landscaping, etc.

C. Pursuant to the CC&Rs, the Association's Bylaws, and R.C.W. 64.38.020(1), the following rules and regulations are adopted in order to further and foster compliance by homeowners with the Association's aesthetic and exterior maintenance requirements. These rules are intended to provide additional incentive for compliance by owners who violate the requirements and provisions of the CC&Rs, not supplant or amend them, and in the event of an inconsistency or conflict between these Rules and the CC&Rs, the provisions of the CC&Rs will supersede and apply.

II. Aesthetic Categories

A. Yard and Grounds Maintenance – Excessive weed growth is not acceptable. Lawns must be controlled against weeds and mowed. Bare patches in a lawn must be repaired with new grass. Trees and shrubs shall be pruned, and specifically shall not be permitted to encroach onto or over sidewalks or streets or interfere with lampposts on sidewalks or streets. Dead limbs, yard debris, and leaf piles must be promptly picked-up and stored from view until removed. Planting areas shall also be weeded on a regular basis. Woodpiles must not be visible from the street and screened from view of neighbors at all times.

B. Air Conditioners – Portable window-style air conditioner units will be allowed in home windows from April 1st thru October 1st of each calendar year. The window cover for the empty portion of window fill-in will consist of a durable material that will not shrink or disintegrate in inclement weather. It will be colored consistent with the color of the siding or trim of the house, so as to be attractive in appearance. It will be supported by a sturdy or durable mounting bracket at the window and will not be connected with the ground in any way.

C. Home Exterior Maintenance – Paint and/or stain on each structure (house, fence, deck, mailbox, sheds, etc.) must be uniform in color, and without significant fading, cracking, or peeling. Roofs, driveways, walkways, and decks must be kept free of extensive moss or other accumulations and debris which detract from a clean appearance. Refer to CC&R's Article VII, Sections 7.17 and 7.20.

D. Holiday Decorations- Christmas lights and other holiday displays may be displayed 30 days prior to a holiday but must be removed from view within thirty (30) days following the holiday occurrence.

E. Aesthetics/Miscellaneous - No permanent basketball equipment will be allowed to be installed on property without prior approval of ACC. Temporary basketball equipment, if not in disrepair will be allowed during use on driveway only and not on sidewalks or streets. If temporary basketball equipment is broken or in disrepair, it will be removed from view until such time as it is repaired or removed from property altogether.

III. Infractions

Once a violation has been reported and confirmed, the violating homeowner is notified in writing, and, if not corrected in a timely manner (7 days), fines may be assessed according to Section IV.

At the Board's discretion, legal action may be taken against the violating homeowner at any point once a violation has been confirmed. Additional fines will continue to be assessed while the legal action is in process if the homeowner remains in violation of the Association's governing documents. All attorneys fees and other costs associated with enforcement of this Rule may be assigned to or assessed upon the violating owner, and shall be an automatic lien upon the owner's lot and collectible in the same fashion as if an assessment under the provisions in the Declaration of the Association, including the recording of a formal lien and foreclosure of it to protect the interests of the Association in collecting of all sums owed to it.

The opportunity to appeal the Board's decision is available under Rules and Regulations on "Appeal Process".

IV. Fines

A. Yard/Exterior Home Maintenance - Fines in the amount of \$10/day may be assessed to any homeowner who, after receiving written notification of the non-compliance and allowed seven (7) days to comply, remains in violation of this Association's Rules and Regulations and/or Covenants relating to yard and grounds maintenance and/or aesthetics. If compliance is not achieved within 90 days, the fine amount shall automatically increase to \$25/day without further notice to the violating

owner. Should the violating owner fail to comply within 180 days, the fine amount shall automatically increase to \$50/day also without notice to the violating owner.

B. Holiday Decorations – A fine in the amount of \$10/day may be assessed to any homeowner who, after receiving written notification of the non-compliance and allowing seven (7) days to comply, remains in violation of the Associations Rules and Regulations and/or Covenants relating to Holiday Decorations..

C. Collection of Fines - The Association will bill the violating Homeowner the applicable fines at such time and for such periods as the Association considers reasonable. It is incumbent upon the violating homeowner to notify the Association that he/she has addressed and resolved the violation. Fines will continue to accrue until such time as the Association confirms the violation has been resolved. All fines imposed by the Association upon an owner which remain unpaid for 60 days shall automatically constitute a lien on the lot and all its improvements, and may be handled and foreclosed upon in the same fashion as if it were a lien for unpaid assessments under the Association's governing documents and the laws of the State of Washington. The Association may file a formal lien with the county in order to further protect its interests regarding the unpaid fine(s) and if necessary seek foreclosure relief of the lien. Such a claim of lien may be filed at any time at least fifteen (15) days following delivery of a written notice to the violating homeowner of the existence of the default for failure to pay fines and demand for immediate payment. The amount of the lien shall include interest, and all costs and expenses, including attorney fees, incurred by the Association in the imposition and collection of such unpaid fine(s).

V. MISCELLANEOUS

A. Effective Date. This regulation shall become effective 60 days after being adopted and enacted by the Board.

B. Enforceability. If any portion of this regulation is determined to be legally unenforceable, it shall not negate the enforceability of the remaining portions of the regulation.

ADOPTED AND ENACTED BY THE BOARD – January 30, 2009.