

**UNANIMOUS CONSENT OF THE
BOARD OF DIRECTORS
OF
PINEHURST AT WALDENWOOD HOMEOWNER
ASSOCIATION**

Pursuant to RCW 23B.07.040 and RCW 23B.08.210 the undersigned, being all the Directors of Pinehurst at Waldenwood Home Owner's Association (the "Association"), hereby consent to and ratify the following actions of the Board of Directors (the "Board") as if the same were adopted at a duly called special meeting of the Board of Directors:

WHEREAS, the Board desires to amend the Rules and Regulations as they have not be amended or updated since May 2010, and

WHEREAS, the Association has empowered the Board under Section 5.4.8 of the Covenants, Codes & Restrictions (CC&R) to allow enforcement, and

WHEREAS, the Association has empowered the Board with Additional Powers under Section 5.4.13 of the CC&R's, and

WHEREAS, the Board is duly authorized under Section 9.1.1 of the CC&R's to make lawful amendments from time to time, it is

RESOLVED, that the Board has reviewed and amended the Rules & Regulations which are appended to this consent and are hereby set forth in full by this unanimous consent.

DATED this 7th day of April 2021.

BOARD of DIRECTORS

STEWART.DOUGLAS.WAYNE.11
90745216

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STEWART.DOUGLAS.WAYNE.1190745216
Date: 2021.04.05 20:02:04 -07'00'

Doug Stewart - President

Regina Downey

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Date: 2021.04.18 13:18:56 -07'00'

Regina Downey – Vice President

Chris Winks

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Date: 2021.04.14 10:03:34 -07'00'

Chris Winks - Treasurer

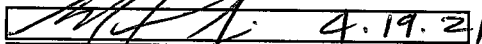
Bryan Eppler

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Date: 2021.03.25 08:20:05 -07'00'

Bryan Eppler - Secretary



Jason Russell – Member at Large

 4.19.21

Mel Diego – Member at Large

**Pinehurst at Waldenwood Homeowners Association (PWHA)
Rules and Regulations**

Amended: March 2021

The following are the Rules and Regulations as enacted by the Board of Directors of the Pinehurst at Waldenwood Homeowners' Association (PWHA). These Rules and Regulations (R&Rs) are in addition to the Covenants, Conditions and Restrictions (CC&Rs) that the homeowner agreed to prior to purchase of their home in the Pinehurst at Waldenwood community.

TERMS:

- CC&R: Covenants, Conditions, and Restrictions
- R&R's: These Rules and Regulations
- ACC: Architectural Control Committee
- HOA: Homeowners Association
- BOD: Board of Directors
- GVW: Gross Vehicle Weight
- IDA: International Dark-Sky Association
- NGPA: Native Growth Protected Area

DEFINITIONS:

- Lawn Ornament: Anything non-living in an area visible from any adjacent lot, common and or street level
- Weeds: Any growing plant not readily available for purchase in any common home improvement store or nursery.
- Healthy Plant: Plants able to grow and produce in the face of environmental stress, pests, and competition.
- Nuisance: Any noxious or undesirable thing, or noxious or undesirable use, or a person, thing, or circumstance causing inconvenience or annoyance as determined by the HOA, BOD, or designee.
- Loud noise: Any audible noise causing inconvenience, annoyance, or **nuisance**.
- Recreational Vehicles (RV's): Boats, personal watercraft, dirt bikes, all-terrain and off-road vehicles (including and not limited to quads, side-by-side quads, sand rails, dune buggies), camp trailers, tent trailers, motor homes, and camper vans.
- Commercial vehicle: Any equipment or vehicle used for a business purpose and or required by DMV to have a commercial vehicle rating. Any multiple rear axle vehicle and/or having more than four wheels, and that possesses and equipment such as, but not limited to, racks, ladders, toolboxes, or parts or equipment compartments or the like on the vehicle. Vehicle used for commercial use, including but not limited to box vans, moving vans, box trucks, moving trucks, limousines, busses, RV's and/or any vehicle over a gross weight of 10,000 GVW. Any equipment including but not limited to trailers, tractors, and/or any other equipment used for commerce shall be considered a commercial vehicle.
- Play Equipment: Jungle gyms, swing sets, trampolines and any other outdoor entertainment/recreational games and or play structures / equipment on Members Lot shall be approved by the ACC.

ARCHITECTURAL CONTROL COMMITTEE (ACC) - Refer to CC&R's Article 6

The following rules are in addition to Article 6 of the CC&Rs.

- 1) House & Yard: All work done on the exterior of the house or in the yard, which can be seen from another lot or the street, must be approved by the ACC prior to beginning any work. This includes, and is not limited to:
 - a) fences,
 - b) patio/deck,

- c) major landscaping,
 - d) driveway extensions,
 - e) satellite dish placement
 - f) Lawn ornaments
 - g) Play equipment
- 2) Any ACC request for approval must be submitted 45 days before the work is scheduled to start. If any work is done without the ACC's approval, the Member may be required to return the area in question to the original conditions prior to start of the work and / or may be fined according to the fine schedule detailed below. Work done without prior approval of the ACC, the Member may be required to bring the alterations/construction into ACC compliance, in addition to being fined. The Member will be required to remove the alterations/construction if it is deemed unacceptable to the ACC at the Members own expense.
 - 3) The ACC has 30 days, from the date of receipt by the current property management company, to render its decision on the submittal.
 - 4) ACC approval is dependent upon being in good financial standing with the association. Therefore, Members with outstanding assessment fees or fines will not receive ACC approval until financial accounts are settled.
 - 5) Members can appeal to the Board, in writing, in the case of a denial by the ACC. The Board will decide on the issue at its next scheduled Regular Meeting. The decision of the Board will be binding on the Member(s). If the Board rejects the appeal of the Member(s), any action(s) recommended by the ACC will be due immediately.
 - 6) The ACC Submittal Form is available on our website; www.pinehurst-hoa.org. If you do not have access to the internet, please contact the current property management company.
 - 7) No bright lighting shall be permitted on any lot or house which is a nuisance to other Member(s) residence. Refer to IDA guidelines and recommendations. Security, flood, and recreation outdoor lighting must be approved by the ACC Committee.
 - 8) When evaluating play equipment, the ACC will be taking into consideration construction material, visibility, storage, and usage location(s).

USE AND MAINTENANCE OBLIGATIONS OF OWNERS – Refer to CC&R's Article 7

The following rules are in addition to Article 7 of the CC&Rs.

- 1) Parking: Also refer to CC&R's Article 7.15. Any of the below parking violations are subject to warnings, fines, and being towed at the Members expense. See fine schedule below.
 - a) All vehicles shall be parked either in the garage or the driveway. Vehicles shall not be parked in a manner that impedes sidewalks or street thoroughfare.
 - b) Recreational Vehicles (RV's) can be parked for a maximum of 14 calendar days in a year in the driveway, unless they are substantially screened from view from the street or from the ground level of adjacent lots and Common Areas in a manner reasonably approved by the ACC.
 - c) Parking on the curb is not allowed.
 - d) Parking on the sidewalk is not allowed.
 - e) Parking in such a manner that would impede access to the playground is not allowed.
 - f) Parking on or within common areas is not allowed.
 - g) Parking in a manner that would cause problems for emergency vehicles to have access is prohibited.
 - h) All commercial vehicles are not allowed to park in the development other than:
 - i) Visitors conducting services for Members
 - ii) Unless they are substantially screened from view from the street or from the ground level of adjacent lots and Common Areas in a manner approved by the ACC.

2) Pets:

- a) A Snohomish County pet license is required for all adult dogs and cats residing in unincorporated Snohomish County and within the boundaries of those municipalities participating in the Regional Pet Licensing Program. A pet license is required regardless of whether they are kept indoors or outdoors.
- b) It will be deemed a violation of the R&R's for a Member or custodian of any dog or cat to cause, permit, or allow such dog or cat to roam, run, stray or be away from Members Lot and to be on any public place or any public property or the private property of another unless such dog or cat is controlled by an automatic retractable leash or by a leash not more than eight feet in length. Any dog or cat roaming, running, straying or being away from such premises and not on a leash as herein provided, is hereby declared to be a nuisance and is subject to notice of infractions and fines.
- c) No homeowner shall be allowed to have more than two (2) dogs.
- d) No homeowner shall be allowed to have more than two (2) cats.
- e) Any pets found wandering in the neighborhood can be reported to the Animal Control department of Snohomish County. Please call appropriate authorities to report any pets roaming without a leash in the community.
- f) No Member shall permit loud pets on the Members lot or common areas which would unreasonably disturb other Members.
- g) Uncontrolled or persistent loud pet noises are a violation of these R&R's and is a nuisance as defined in Article 7.33 of the CC&R's and is subject to notice of infractions and fines.
- h) Dog kennels that are located behind a wood fence can be made of chain link fence and have plastic and/or metal dog houses so long as they are not viewed from the street or downstairs windows of neighbors.

3) Maintenance of Lots: See CC&R's Article 7.1

- a) Lots that are not maintained are subject to the BOD procuring services to bring the Members Lot into compliance with the CC&R' at the Members expense. The Member will be notified by the BOD before such actions are taken.
- b) After any national holiday, community event, or celebrations of any kind are held in or on the streets and sidewalks, the areas are to be cleaned of all debris no later than noon the following day.

4) Landscaping Care: See CC&R's Article 7.26

- a) Length of Grass: Grass shall be maintained at a length not to exceed 4".
- b) Color of Grass: Grass shall be maintained at a minimum of a medium green color. Unless watering is prohibited due to water restrictions. Grass shall not be allowed to go brown or have areas of barren patches. Exceptions would be made if watering is prohibited due to water restrictions.
- c) Weed Control: Weeds shall be pulled, cut, or treated to eliminate growth.
- d) Edging: Edging shall be conducted on a regular basis to prevent the growth of plants over or onto the common areas such as sidewalks, pathways or and impervious surface.
- e) Plants must be maintained in a healthy condition and be pruned regularly. Dead plants shall be removed and replaced within 30 days.
- f) Lawn ornaments require ACC approval prior to placement in an area visible from any adjacent lot, common and or street level.
- g) Lots not reasonably (no more than two items above out of compliance) mowed, weeded, and pruned, the BOD may procure landscaping services to bring Lots into compliance. The cost of the cleanup will be passed on to the Member.

- 5) Seasonal Decorations:
 - a) All seasonal decorations must be removed from the residence and or yard after no more than 30 days after the holiday.

- 6) Common Areas and Community Park:
 - a) Children under ten (10) years of age shall always be accompanied and supervised by an adult.
 - b) No bikes, motorbikes, or any type of wheeled recreation devices are permitted in use in the common areas and or park.
 - c) No fireworks are allowed in the park.
 - d) Garbage, refuse, or natural material brought into the park or common areas shall be gathered up and the area cleaned by the Members and or their accompanied guests immediately.
 - e) Open fires and barbecue grills are not permitted at any time.
 - f) Regarding noise control, see below.
 - g) Guests must be accompanied by a Member.

- 7) Play Equipment:
 - a) Basketball hoops cannot be used on sidewalks or common areas.

- 8) Tree Hazards in Greenbelts:
 - a) Any Member seeking removal of any tree(s) by the HOA will first hire a licensed, bonded, and insured arborist to give a written evaluation of the tree which they want removed. If the tree is reported to be posing a threat by the arborist and the tree is determined to be within Pinehurst common area NGPA, then the HOA will reimburse the Member for the cost of the arborist and the removal of the tree. This must first be coordinated with the Pinehurst BOD.

- 9) Noise Control:
 - a) No Member shall permit repeated or continual loud noise, or music from stereo systems, TV systems, motor vehicles or power tools to emanate from the Members lot or common areas which would unreasonably disturb other residents.
 - b) Section 7.33 of the CC&R's states, "**Nuisances.** No noxious or undesirable thing, or noxious or undesirable use shall be permitted or maintained upon any Lot or upon any other portion of the Project. If the Board determines that a thing or use is undesirable or noxious, that the determination shall be conclusive."

- 10) Initial Infraction Notice:
 - a) After the HOA/BOD or designee is made aware of an infraction and it is verified by the HOA/BOD or designee, a notice of infraction will be sent via first class mail describing the infraction and quoting the specific section of the CC&R's and/or the R&Rs in question. The letter will request that the Member become compliant within fifteen (15) calendar days to prevent a fine being levied. The letter will also include the action the BOD will take if the Member fails to comply within the specified timeframe.
 - b) After the first notice, the Member will have 15 days (unless otherwise noted in the letter) to resolve the issue. The notice period is for one (1) year. If the Member violates the same section of the CC&Rs and/or the R&Rs within the one-year period, they will be fined according to the fine schedule for each additional infraction.

11) Fine Notification:

- a) If the Member fails to act on receipt of the initial Infraction Notice, a fine notice will be sent by way of first-class mail. The letter will again quote the specific section(s) of the CC&Rs and/or the R&Rs with which the Board of Directors find the Member in violation.
- b) This letter will also have details on the fines imposed, along with other costs being charged to the Member to bring the infraction(s) into full compliance with the CC&Rs and/or the R&Rs. If the Board is required to utilize the services of the Board’s attorney to bring the infraction(s) in compliance, then the charges of the services will be passed on to the Member.
- c) The HOA reserves the right to bring the matter of the debt to Court or initiate foreclosure proceeds against the violating Member’s Lot. Members can appeal to the Board, in writing, in the case fine(s) be levied against Member. The Board will decide on the issue at its next scheduled Regular Meeting. The decision of the Board will be binding on the Member(s). If the Board rejects the appeal of the Member(s), any action(s) recommended by the BOD or its designee will be due immediately.

12) Fines for Non-Compliance:

a) **Fine Schedule:**

| FINE TYPE | FINE VALUE |
|---------------------|-------------------|
| Initial Fine | \$75 |
| Second Fine | \$150 |
| Third Fine | \$300 |
| Habitual Vehicle | Towed |
| Habitual Other Fine | \$600 |

- b) Fine escalation will occur if same infractions occurs within one (1) year. The one (1) year limitation will be excluded if persistent infractions have occurred.
- c) Finance charges will be added to the outstanding amounts as per the Fine Schedule.
 - i) \$25.00 Finance Charge after the first month
 - ii) \$25.00 Finance Charge every six months
- d) The HOA reserves the right to collect outstanding accounts using:
 - i) Lien placed on house
 - ii) Foreclosure proceedings initiated
 - iii) Debt taken to court
 - iv) BOD does not relinquish its right to litigate the infraction(s) within the terms of the CC&Rs section 8.12, 8.17, 9.1.3 and any other areas not specifically mentioned.
 - v) All the above charges are cumulative if fines are not paid on time.
- e) Any or all of the above actions will be taken against the Member for non-payment of fines and/or dues.