

**Community Architectural Control Guidelines  
and Rules and Regulations**

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Contents By: Rosewood Parke Homeowners Association

**ABSTRACT**

The Rosewood Parke Homeowners Association has the authority and responsibility to maintain the aesthetic quality of the homes in the community and common areas within Rosewood Parke. It also has the right to establish and enforce rules and regulations and to levy fines for violations of these rules. (CCR Article 11, Bylaw Article 7)

This booklet contains the Rosewood Parke Homeowners Association's Architectural Control Committee's guidelines, and the Rosewood Parke Homeowners Association Rules and Regulations.

STRUCTURES SUCH AS FENCES, WALLS, ROCKERIES, DECKS, PATIOS, SPAS, SWIMMING POOLS, SHEDS, AND IN SOME INSTANCES VEGETATION, SHALL NOT BE INSTALLED, REMOVED OR ALTERED (INCLUDING COLOR CHANGE) WITHOUT APPROVAL BY THE ARCHITECTURAL CONTROL COMMITTEE (REFER TO ARTICLE 15 SECTION 2 OF THE CC&R'S FOR DETAILS).

**ACRONYMS**

ACC	Architectural Control Committee
CC&R	Covenants, Conditions and Restrictions
LMP	Landscape Maintenance Committee
HOA	Rosewood Parke Homeowners Association
RRC	Rules and Regulations Committee

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## 1.0 INTRODUCTION

The Rosewood Parke Homeowners Association (HOA) is a non-profit corporation created for the purpose of providing for the maintenance, preservation and architectural control of the homes and common areas within Rosewood Parke and to promote the health, safety and welfare of the residents of Rosewood Parke. As dues-paying members of the Rosewood Parke (HOA), a resident benefits from the amenities that come with living in a planned community. The Rosewood Parke HOA has been established not only to manage open space and common areas, but also to conserve and enhance the resources of the whole community.

One function of the HOA is to maintain the aesthetic quality of the homes in the community. This is performed through the Board of Directors, the Architectural Control Committee, and or any other Committee established by the Board to provide guidelines, education and enforcement of the rules and regulations established by the Rosewood Parke HOA.

## 2.0 OBJECTIVE

This document is a guide for the members of the Board of Directors, the Architectural Control Committee, and any other committee established by the Board, , as well as the property owners in Rosewood Parke. These guidelines define the responsibilities of the Rosewood Parke HOA committees, and inform the members of the Rosewood Parke HOA about its rules and regulations.

The specific objectives of this document are:

### For the Architectural Control Committee:

- A. To provide broad-based guidelines addressing the most common improvement applications that homeowners submit to the Architectural Control Committee. They are not all inclusive.
- B. To explain the guidelines used by the Architectural Control Committee.
- C. To set forth uniform guidelines to be followed by the Architectural Control Committee when receiving requests for changes and additions to property.
- D. To describe to the property owners the procedure to follow to request changes and additions on their property.

### For the Rules and Regulations Committee:

- A. To explain the structure of the Rules and Regulations Committee and encourage participation of Rosewood Parke HOA members.
- B. To describe the procedure for registering complaints about violations of the rules and regulations, CC&Rs', or Bylaws.
- C. To set forth uniform guidelines for the Rules and Regulations Committee to follow when handling complaints.

- D. To describe the relationship between the Covenants, Conditions, and Restrictions and the Rules and Regulations Committee.

For the Property Owners:

- A. To understand the process to follow when requesting approval of improvements and changes to their property through the Architectural Control Committee.
- B. To understand what requires the Architectural Control Committee's approval.
- C. To understand the rules and regulations.
- D. To increase awareness and understanding of the Covenants, Conditions, and Restrictions for Rosewood Parke.
- E. To maintain and improve the quality of the living environment of Rosewood Parke.

### 3.0 SCOPE

The Rosewood Parke HOA is a single Division managed inclusively.

Structure and Authority: The **Board of Directors of the Rosewood Parke HOA** is the governing body of the Rosewood Parke HOA.

The **Architectural Control Committee (ACC)** reviews and approves or denies applications for alterations or improvements to homes in the Rosewood Parke HOA such as but not limited to fences, sheds or color changes. This committee implements the architectural review function of the Association. In the event a committee is not appointed, the Board of Directors assumes all responsibility.

**Committees:** All committees are appointed by and serve at the pleasure of the Board of Directors. Committees do not establish policy but do however make policy recommendations to the Board of Directors for approval. Any committee actions having a fiscal impact must be approved by the Board of Directors, unless these expenditures were previously approved during the budget process. Whenever possible, committees shall operate under the authority of a Committee Charter approved by the Board of Directors. All committee members must be members of the Rosewood Parke HOA and in good standing.

**Other committees not covered in this booklet may include, but are not limited to:**

The **Rules and Regulations Committee (RRC)**, through the Board of Directors, provides periodic updates to the Rules and Regulations to provide guidance to homeowners in the conduct of their activities in the Rosewood Parke HOA and to assist with and ensure compliance with the CC&R's and Rules and Regulations of Rosewood Parke not specifically covered by the Architectural Control document. In the event a committee is not appointed, the Board of Directors assumes all responsibility.

The **Communications Committee** directs the maintenance of the Association web site providing news and articles of information and interest to the residents of the Rosewood Parke HOA, as well as classified advertising.

The **Landscape Maintenance Committee (LMP)** coordinates care and maintenance of the Rosewood Parke HOA common area landscaping.

Ad-Hoc Committees may be established by the Board of Directors at any time and for any purpose deemed necessary by the Board.

Each of the committees relies heavily on volunteers from the Rosewood Parke HOA for help. Interested persons are encouraged to obtain information from the Rosewood Parke HOA Board of Directors.

## **4.0 ARCHITECTURAL CONTROL COMMITTEE**

The Architectural Control Committee (ACC) reviews and approves or denies proposed alterations or improvements to any home such as but not limited to fences, sheds or color changes. The committee consists of members who are appointed by the Board. In the event a committee is not appointed, the Board of Directors assumes all responsibility.

This section is a guide for both the members of the Rosewood Parke Architectural Control Committee (ACC) as well as the homeowners in Rosewood Parke. The guidelines define the responsibilities of the homeowner as a resident in the Rosewood Parke Community. The guidelines are broad-based and address the most common improvement applications that homeowners submit to the Architectural Control Committee. They are not meant to be all inclusive.

One function of the Rosewood Parke HOA is to maintain the aesthetic quality of the homes in the community. The Rosewood Parke HOA has the right to review and approve or deny proposed alterations or improvements to any home such as fences, sheds or color changes. This power is vested in the ACC, which implements the architectural review function of the Rosewood Parke HOA.

### **4.1 Covenants, Conditions & Restrictions**

The Rosewood Parke CC&R's give the Rosewood Parke HOA the authority for maintaining the quality of each property (CCR Article 15) and maintenance of the common areas (CCR Article 7, Section 1). Each resident accepts the authority of the Rosewood Parke HOA at the time they purchase a home in Rosewood Parke.

Every homeowner in Rosewood Parke should receive a copy of the CC&R's at the time they purchase their home. These are included in the Title Report. Please take the time to familiarize yourself with this document.



## 4.2 What must have ACC approval

All buildings and structures such as but not limited to fences, walls, rockeries, decks, patios, spas, swimming pools, sheds, in some instances vegetation, to be installed, removed or altered (including color change), and exception requests must be approved by the ACC (CCR Article 15).

### Special Note - City Approval

In many cases, the City of Maple Valley requires permits for construction or alteration to property and landscaping. Individual homeowners are responsible for determining if the proposed construction or alteration requires City approval and doing so before any work is begun. Please remember that City approval does not eliminate the need for ACC approval, and vice versa.

ACC approval pertains to but not limited to aesthetics of design and compatibility with surrounding or existing improvements. Approval does not constitute an endorsement of any design specifications, engineering or conformity to Building Code.

## 4.3 Making Application to the ACC

Applications for exterior alterations are included in this document (Appendix A) or are available from the HOA Board of Directors or website at [www.rosewoodparke.com](http://www.rosewoodparke.com). Completed applications must be returned to the HOA Board of Directors at least 30 days prior to the proposed construction or alteration. Applications will be forwarded to the Rosewood Parke ACC for review. Responses will be given to the applicant within 14 days of delivery.

A letter stating the ACC's ruling will be sent to the homeowner applicant after the review process is complete. If the ACC ruling denies an application, the applicant will be informed and may appeal. The appeal request must be made in writing to the Board of Directors within 14 days of the original denial date. The Board of Directors will then have 30 days which to review the application and render a decision.

Following is a description of the items that are required to accompany an ACC application:

**Submittal:** All plans and specifications require to be submitted to the committee shall be submitted by mail to the address of the committee (RPHOA PO Box 1077 Maple Valley, WA 98038) in duplicate. Written submission shall contain the name and address of the owner submitting the plans and specifications, identify the lot involved and the following information about the proposed structures:

- A. **Site Plan:** This requires submitting a copy of the plot plan of the property. Any proposed alterations should be indicated including dimensions and distances from adjacent properties and houses. Appropriate setbacks should be identified. This may be a freehand drawing.
- B. **Materials & Colors:** Samples of the materials and colors to be used should be provided.

- C. **Drawings & Photographs:** A representation of the proposed alteration in the form of manufacturer's literature, photographs, freehand or mechanical drawings is recommended with the plot plan. The amount of detail should be consistent with the complexity of the proposal.
- D. **Completion Date:** An estimated completion date must be included on the ACC application. If it turns out that an estimated completion date will not be feasible, then it is preferable to delay starting the project rather than have a project in progress for an extended period of time. If an estimated completion date is considered unreasonable, the ACC may not approve the application.

#### 4.4 ACC Review Criteria

The ACC evaluates all submissions on the individual merits of the application as long as the applicant is in good standing with the HOA. Besides evaluation of the particular design proposal, consideration is given to the housing type and site.

Design decisions made by the ACC in reviewing applications are not based on personal taste but on the following criteria represented in the CC&R's.

- A. **Conformance with Covenants:** All applications are reviewed to ensure the project conforms to the CC&R's and the Architectural Controls.
- B. **Validity of Concept:** The basic idea must be sound and in harmony with its surroundings.
- C. **Design Compatibility:** The proposed alterations must be compatible with the architectural characteristics of the applicant's house, adjoining houses and the neighborhood setting. Compatibility is defined as similarity in architectural style, quality of workmanship, similar use of materials, colors and construction details.
- D. **Impact:** The proposed alteration should relate favorably to the landscape, to the existing structure and to the neighborhood. The primary concerns are access, view, sunlight, ventilation and drainage. For example, a deck may cast unwanted shadows on an adjacent patio or infringe on a neighbor's privacy.
- E. **Scale:** The size of the proposed alteration should blend favorably to adjacent structures and surroundings.
- F. **Color:** Color may be used to soften or intensify visual impact. Parts of an addition that are similar to the existing house such as roofs, trim and siding should match in color.
- G. **Materials:** Continuity is established by the use of materials similar to or compatible with the existing house.

**Workmanship:** The quality of workmanship should be equal to or better than that of the surrounding area. The Rosewood Parke HOA assumes no responsibility for the safety or quality of new construction.

## 5.0 ARCHITECTURAL GUIDELINES

### **NOTE**

ALL EXTERIOR ALTERATIONS OR ADDITIONS TO PROPERTY VISABLE FROM ANY PUBLIC STREET OR OTHER LOT REQUIRES PRIOR WRITTEN ACC APPROVAL. ALLOW 14 DAYS TO PROCESS YOUR APPROVAL REQUEST. IF YOU START A PROJECT WITHOUT ACC APPROVAL OR REVISE YOUR ALTERATION AFTER RECEIVING APPROVAL AND THE REVISION IS NON-COMPLIANT, A FINE OF \$200.00 WILL BE ASSESSED AGAINST YOUR PROPERTY, (SEE SECTION 9.0).

**IF YOU HAVE ANY QUESTIONS. CONTACT THE ROSEWOOD PARKE HOA BOARD OF DIRECTORS.**

The homeowner must complete the application form shown in Appendix A. The following guidelines address a broad range of exterior alterations. They are presented as “performance criteria” defining the principal factors to be considered when developing a design solution.

Allow 14 days for the ACC to review and respond to your application.

The guidelines may be amended from time to time. Any revised guidelines require acceptance by a majority of the ACC as well as approval by the Board of Directors.

Approved modifications shall be completed within six (6) months from commencement.

### **5.1 Major Exterior Alterations (CC&R Article 15)**

Major exterior alterations and improvements include, but are not limited to, garages, carports, greenhouses and additions to the house such as rooms. Although specific site and design considerations will be evaluated by the ACC on their individual merits, all alterations must conform to the following standards:

- A. The proposed structure must be compatible with the original structure and in scale with the lot size and must comply with the governing regulations of the permitting jurisdiction to include any and all setbacks.
- B. The design of major alterations must be compatible in scale, materials and color with the applicant’s house and adjacent houses.
- C. The location may not impair views or the amount of sunlight and natural ventilation reaching adjacent properties.

- D. The slope and materials of a new roof should match those of the existing house.
- E. New windows and doors must match the type used in the existing house.
- F. If changes in grade or other conditions affect drainage, these changes must be indicated. Appropriate plans, permits and a drainage study will be submitted indicating how drainage will be handled. Generally, alterations will not be approved if adjoining properties are adversely affected by changes in drainage.

#### 5.1.1 Application for Major Exterior Alteration

- A. Preliminary Application (optional): Major alterations represent a substantial undertaking in terms of cost and planning. Therefore, it is recommended that a preliminary application for conceptual approval be submitted first. The application should include a site plan showing dimensions, elevations if applicable, and relation to the applicant's house, adjacent houses and property lines.
- B. Final Application: The final application should be a duplicate of the documents submitted to the City for a building permit. The application should include a description of colors, materials, and drawings or photographs to illustrate the relation of the alteration to the applicant's house and adjacent houses where necessary as well as the estimated completion date. A copy of the appropriate jurisdiction building permit shall be included with the Final Application.

#### 5.1.2 Additional Rooms

Major features of the house (such as vertical and horizontal lines, projections, trim details and materials) must be reflected in the design of an addition.

#### 5.1.3 Garages

Garages must conform aesthetically to the house and its surroundings.

#### 5.1.4 Greenhouses

Greenhouses are to be located in the back yard. A greenhouse must maintain a continuity of building lines, scale and materials with the existing house.

### 5.2 Minor Exterior Alterations

There are a number of exterior alterations of a smaller scale, which require ACC approval. The same basic principles of compatibility of scale, materials, color and impact apply.

Minor alterations that require approval from the ACC are as follows:

5.2.1 Antenna, Satellite Dishes

Satellite dishes that are 18 inches or smaller are permitted. The placement of these must be approved by the ACC. No short wave and television antennae, satellite dishes (larger than 18 inches) or similar equipment shall be affixed to any exterior wall or roof or otherwise placed on any Lot.

5.2.2 Basketball Standards

A free standing basketball structure is allowed in a driveway or alongside a home so long as it does not prevent parking in the garage or driveway. No basketball hoop, backboard or similar equipment shall be affixed to any exterior wall or roof of a dwelling. The streets and sidewalks within Rosewood Parke lie within the City of Maple Valley right of way.

5.2.3 Decks

Decks can have significant impact on the appearance of a house as well as the privacy of adjacent properties. These factors are weighted heavily in the review of applications. Standards for deck construction are as follows:

- A. Modifications to existing decks must provide continuity in detailing such as material, color and design of railings and trim.
- B. Deck configurations should relate to the house plan and to window and door openings of the house where possible.
- C. Approval of other exterior modifications, such as a new exterior door location as part of the deck application, is contingent upon completion of the deck.
- D. Cantilevering and/or plantings may be required to soften visual impact.
- E. Shadow patterns created by decks are considered as they affect the use of outdoor space and can affect grass and plant materials.
- F. Decks must be compatible in materials and color with the applicant's house.
- G. Decks are to be located primarily in the back yard. However, other locations will be evaluated according to their respective merits.

Designs must be submitted to the ACC for approval.

#### 5.2.4 Driveways

Only hard, stabilized surfaces of concrete or masonry will be approved. Designs must be submitted to the ACC for approval. Any driveway additions or expansions must also match the existing driveway in regard to material and finish.

#### 5.2.5 Entrance Walks

The paving material for a new walk must be compatible with the materials, finishes (swept or exposed rock) and color as adjacent walks. If repair of existing pavement is required, the new patched area should match the adjacent pavement in material, finish (swept or exposed rock) and color. Designs must be submitted to the ACC for approval.

#### 5.2.6 Fences

Fencing is used to separate property, provide security and visual privacy and architecturally define space. In achieving any one of these goals, a barrier is created which has both a visual and physical impact on the boundaries of common land and property of adjacent homeowners.

All fence designs must be submitted to the ACC for approval. The paint or stain color must be approved as well. Standards for fence construction are as follows:

- A. Fence height shall be limited to between 4 feet and 6 feet as measured from ground level. The maximum height allowed by the City of Maple Valley is 6 feet from ground level.
- B. The height and design of the fence should conform to fencing in the area and should be compatible with the scale of the house.
- C. Fencing which is finished on one side only must be constructed with the finished side facing out creating a "Good Neighbor Fence".
- D. Gates shall match fencing in design, color, materials and heights.
- E. Chain-link fencing and other wire fences are not acceptable.
- F. Fence submittals should show the proposed fence's exact relationship to the property line. Front yards may not be enclosed with fencing except by special request for corner lots only.
- G. Fencing shall comply with all city requirements regarding setbacks and easements. It is the owner's responsibility to make this determination.
- H. Fencing approval by the Association does not constitute a warranty with regard to placement of said fence and existing property lines.

Designs must be submitted to the ACC for approval.

### 5.2.7 Gutters and Downspouts

Gutters and downspouts should match those existing in color and design and must not adversely affect drainage on adjacent properties. Designs must be submitted to the ACC for approval.

### 5.2.8 Landscaping

This section of the guidelines is included as an aid to homeowners in preparation of landscape plans.

~~Front yards are to be seeded or have sod installed and be landscaped immediately following completion of construction (if not done so by the Builder). Flowerbeds or other non-grass or lawn areas must eliminate dust and erosion. The street trees, if any, located in the parking strip in front of each home is the responsibility of the homeowner.~~

~~Rear yards must be seeded/sodden and landscaped and/or enclosed by fencing within 12 months of closing of the purchase of the home.~~

Landscape plans need to be submitted for ACC approval. The following may be used as guidelines:

- A. Landscaping includes any (organic materials only) plants, trees, ornamental bark or rock or other additions to the yard.
- B. Care should be exercised in planting and maintenance of trees and shrubs to prevent the obstruction of sight lines required along roadways. Plantings shall not block sun or views from neighboring properties. The ACC may require, at Owner's expense, trimming or topping of any tree, hedge, shrub that is unreasonably blocking or interfering with a view or access to sunlight of another lot. The shade patterns of larger trees and possible physical damage to other properties by encroaching plantings should always be considered. Also, the size of plantings at maturity should be considered when planting close to walkways and houses.
- C. Any complaints will be reviewed by the ACC.

### 5.2.9 Mail Boxes

All mail boxes shall be metal and are maintained and funded by the HOA.

### 5.2.10 Materials Storage

No lumber, building materials or litter may be stored on lots in Rosewood Parke. Exceptions: ~~Developer and/or~~ Builder have the right to store materials on lots necessary for the construction of homes and homeowners have the right to store materials on lots necessary for the construction of the approved project for its duration. Completion of the project will be defined on the ACC application.



### 5.2.11 Painting

Any changes in exterior color for a house, fence, deck, and roof or trim must be approved by the ACC. Color of stains and paints must be compatible with the HOA color palette. Color chips of proposed stains and paints must be submitted along with the application.

Reference: The HOA color palette guide consists of the outer 6 colors from the “fundamentally neutral” and “essentials” palette provided by Sherwin-Williams or near equivalence from other manufacturers.

### 5.2.12 Patios

Patios provide a means for ground level extension of indoor space with less visual impact than elevated decks. When patio schemes include other exterior changes such as fencing, lights and planting, other appropriate sections of these guidelines should be consulted.

**Materials and Colors:** Materials should have natural weathering qualities such as wood, brick, stone and concrete.

If changes in grade are anticipated, they must be indicated on the application. Generally, approval will be denied if adjoining properties are adversely affected by changes in drainage. Any change in drainage requires submittal of plans all pertinent permits and a drainage study to show how and where water will be drained. Site inspections may be required. Designs must be submitted to the ACC for approval.

### 5.2.13 Pet Houses/Runs

Pet Houses must be compatible with the applicant’s house in color and material and must be located where they will be visually unobtrusive with the least impact on neighbors. Designs must be submitted to the ACC for approval.

### 5.2.14 Recreation and Play Equipment

**Location:** Recreation and play equipment shall be placed in back yards unless otherwise authorized by the ACC.

**Materials and Colors:** In general, materials and colors should blend with the natural surroundings, or, if located next to a house or fence, painted to match the background or screening structure. Height of approved play structures shall not exceed twelve (12) feet. Designs must be submitted to the ACC for approval.

### 5.2.15 Sculptures and Artwork

No art, sculptures or commissioned pieces shall be permitted to be located in the front yard of a Lot without prior ACC approval. Designs must be submitted to the ACC for approval.

### 5.2.16 Pools, Spas and Hot Tubs

Pools, spas and hot tubs should be located at the rear of the house. Materials of these should blend with the natural surroundings, or have screening installed and colored to match the surrounding structure. Designs must be submitted to the ACC for approval.



### 5.2.17 Storage Sheds

All designs must be submitted for approval to ACC prior to building start. Storage sheds must blend with the house and maintain a continuity of building lines, materials and color of the house.

Location: A detached shed may only be located in a back yard and any city required setbacks must be observed.

Materials and Colors: Materials must match with the house or fence to which the shed is related to or physically attached. This means matching materials such as siding and roofing, dominant colors and construction details such as trim and pitch of roof. Metal sheds or buildings are not considered compatible and are not allowed.

### 5.2.18 Sun Control Devices

Sun control devices include, but are not limited to screening, arbors, and awnings. All designs must be submitted for approval to ACC prior to building start. Sun control devices must be compatible with the architectural character of the home in terms of style, color and material. Metal and fiberglass screening material are not considered compatible and are not allowed; (the device can have metal mechanisms as approved by the ACC).

Patio table umbrellas and picnic area covers sold at home and garden stores used in the back yard area are acceptable as long as views are not blocked, they are aesthetically pleasing and not in disrepair. They must be removed or taken down at the end of the summer season. These are not acceptable as permanent patio or deck coverings. Under no circumstances are metal poles with various colors of tarps acceptable.

Location: The location of any awning should not adversely affect views, sunlight or natural ventilation of adjacent properties.

Designs must be submitted to the ACC for approval.

### 5.2.19 Temporary Structures

No temporary structure is allowed on any lot in Rosewood Parke at any time (exception: see Article 12 of the CC&R's regarding sales facilities).

### 5.2.20 Tree and Bush Cutting

All trimming, topping or removal of trees on lots or common area must be approved in writing by the ACC prior to commencement.

### 5.2.21 Utility Easements

Blocking of utility easements by structure or other obstructions is not permitted. Homeowners who have utility easements on their property are responsible for maintaining the landscaping.

### 5.2.22 Woodpiles

Woodpiles must be neatly stacked and screened to preserve views from neighboring houses. Screens must be constructed with materials and colors consistent with existing structures. Woodpiles are to be located in the back yard.

## **6.0 RULES AND REGULATIONS**

The rules and regulations contained in this section have been adopted by the Board of Directors to assist the Rosewood Parke HOA residents in maintaining quality neighborhoods with high standards of yard and home maintenance and responsible resident behavior.

These rules and regulations will be periodically revised and updated as requested by the Board of Directors and to be consistent with the CC&R's and Bylaws of the Rosewood Parke HOA.

The Board pursuant to Bylaw Article 7, section 2 has adopted the following Rules and Regulations. The Rules and Regulations have the same force and effect as the CC&R's, and each homeowner should carefully review both documents. The Rules and Regulations shall treat all members of the Rosewood Parke HOA fairly and on a non-discriminatory basis.

These rules are divided into two categories; general rules dealing with matters of mutual concern to members of the Rosewood Parke HOA and rules dealing with homeowner actions involving city/county ordinances and requiring ACC approval:

### **6.1 General Rules and Regulations (Ref: CC&R Article 9, 12, & 15)**

#### 6.1.1 Maintenance By Owner

Owners and occupants shall maintain their home and all structures (including the yard and landscaping, fences, the Home, and other improvements located thereon), in a good, clean, attractive, safe and sanitary condition.

#### 6.1.2 Restrictions on Parking/Storage

No vehicles (including but not limited to buses, boats, campers, trucks over two tons, mobile homes, motor homes, recreational vehicles and trailers of any description), or junk vehicles are to be parked at Rosewood Parke for more than 24 hours. This includes on street and homeowner property parking. Any vehicles to be kept for more than 24 hours must be stored out of sight within an enclosed garage, behind a residential fence that blocks community viewing, or within such other enclosure as may be approved in advance by the ACC. Exceptions (longer periods) may be allowed via approval of the ACC committee. Exception requests must be in writing, either hand written or email. Deliver hand written requests to the current ACC advisor or any

Board of director member, or email [CCR@rosewoodparke.com](mailto:CCR@rosewoodparke.com) for approval of longer periods. Requests may or may not be accepted. Junk vehicles shall be defined as any vehicle that is inoperable, unlicensed, in a state of disrepair, inadequately maintained. Violations shall subject the homeowner to fines (see section 9.0) and/or such vehicles to public impound, at the expense and risk of the owner thereof as well as applicable administration and violation fees.

NOTE: The state statute that regulates homeowner associations at RCW 64.38.020 grants to associations the authority to adopt bylaws, rules and regulations and to exercise those powers allowed by the state to be exercised by such associations together with those powers necessary and proper for the governance and operation of the association. Homeowner association regulation of on and off street parking of vehicles has been recognized by Washington state courts. Further, the regulation of on-street parking is part of the proper regulation of the association.

### 6.1.3 Nuisances

No nuisance shall be permitted to exist or operate upon any lot or living unit or improvement so as to be detrimental to any other lot or property. Nothing shall be done on any residential lot or building site which may be or may become an annoyance or nuisance to the neighborhood. The following commercial vehicles are prohibited from being routinely parked in the development due to size and noise:

- Semi-tractor trailers & trucks (Kenworth, Peterbilt, Mack, Freightliner, etc.)
- Heavy-duty commercial or recreational vehicles of any type that force parking on driveways and streets.

### 6.1.4 Waste Materials, & Trash Removal (Dumping)

No dumping of debris (including but not limited to, grass clippings and tree limbs) is permitted within Rosewood Parke. All trash, garbage, recycle containers and yard waste shall be kept in suitable covered containers and shall be stored out of sight from the common area except on trash collection days. Christmas trees must be disposed of or recycled properly.

### 6.1.5 Pets (CCR Article 12)

Only household pets are permitted. Household pets are defined as dogs, cats, small indoor birds and fish. In order to maintain a harmonious environment for all Rosewood Parke residents, pet owners shall be responsible for any and all offensive actions of their pets, including barking or other noises, running loose and waste deposits.

A responsible person must accompany domestic pets whenever they are off the owner's property within Rosewood Parke.

All pets must be leashed whenever off the owner's property within Rosewood Parke. The owner is responsible for cleaning up its pet's waste. All owners must pick up animal droppings or be fined \$25 for each infraction enforced by the CC&Rs. All Pens and enclosures are to be clean and odor free at all times. Infractions can result in a \$25/day fine per CC&R Article 12 Section 9.

City and County Animal Control may be required to resolve pet issues.

#### 6.1.6 Signs (CCR Article 12)

No advertising sign shall be displayed to the public on any lot or vehicle except one sign of not more than five square feet advertising lot for sale or rent. Political signs are allowed as long as they are not more than 8 square feet in area and are removed within 5 days of the election.

Note: Small signs denoting an owner's name, solicitation preferences, animal notices, etc. are allowed as provided for by CC&R Article 12 Section 8a so long as they do not violate any other CC&R Chapters, By-Laws, or Rules and Regulations.

#### 6.1.7 Business Use (CCR Article 12)

No business of any kind shall be conducted, all properties shall be used solely for private single family residential purposes. No materials, supplies or equipment used by a business shall be within view of any other Lot.

#### 6.1.8 Materials and Trade Equipment

No materials, equipment, vehicles (including buses, boats, campers, trucks and trailers) or supplies used in connection with any trade, service or business, wherever the same be conducted, be kept, stored, parked, dismantled, or repaired on any Lot or on any street within the existing property.

#### 6.1.9 Posting Notices on Mailboxes

Posting of notices on mailbox structures is not permitted. Each of the mailbox structures shall be owned and maintained by the Rosewood Parke HOA at its expense. Duplicate or replacement keys are not available at the Post Office or the HOA Board of Directors. In the case of lost keys, the owner will need to contact a locksmith and the Post Office to re-key their box.

#### 6.1.10 Unsightly Conditions

No unsightly conditions shall be permitted to exist on any Lot. Unsightly conditions shall include but not be limited to: litter, trash, junk or other debris scattered or stacked around the living unit, inappropriate or damaged furniture and artificial plants, gear, equipment, toys, junk vehicles, ladders, wood, yard waste, garbage cans, recycle bins or other such items. Homeowners dumping or disposing of debris, trash, yard waste, etc. on undeveloped/unoccupied lots in Rosewood Parke will be fined.

#### 6.1.11 Front Yard Landscaping

Yard maintenance needs to be consistent with other Rosewood Parke Homeowners Association properties. Yards, grounds and planting strips shall be maintained in a neat and tidy condition at all times. Any changes to front yard landscaping must be approved by the ACC committee prior to the change.

#### 6.1.12 Clothes Lines

Clothes lines or other overhead wires or string are only allowed in the back yard and must not be visible from the street.

#### 6.1.13 Holiday Lights

Holiday lights are permitted between the first day of October and the last day of February.

#### 6.1.14 Community Park

1. Organized sports are not allowed to use the HOA park or assets
2. Fireworks or fires are not allowed in the HOA Park at any time
3. Motorized vehicles are not allowed in the HOA Park at any time. Except RV's are allowed to temporarily park, by ACC exception, in the basketball area if location within the community would pose a safety hazard
4. Maintenance of park is managed by contract with a professional landscape maintenance company
5. Vandalism or Abuse of community equipment, assets, or property is subject to prosecution. Any damage to the Common Areas or Common Maintenance Areas or improvements thereon is a violation of the CC&R's. Such acts may also result in suspension of "use" privileges as determined by the ACC committee or Board of directors. Fines may also be levied as outlined in section 9.0. Homeowners in violation may appeal to the Board of Directors within 5 business days of receipt of notice. Appeal meetings will be scheduled within 30 days. During appeal, no suspension or fines will accrue. If appeal is rejected, the homeowner will be required to make repairs within 1 week or by special arrangement if not possible in one week
6. All association members are responsible for their children and guests
7. All animals must be on leash and with owner
8. All owners must pick up animal droppings or be fined \$25 for each infraction enforced by the CC&Rs
9. No tree climbing
10. No skating, boarding, sculling, etc allowed on association equipment

11. Small children must be accompanied by an adult
12. The Association is not responsible for unattended children
13. No bikes allowed on park grass or flower beds
14. No rock throwing
15. Play at your own risk
16. The play area is intended for children ages 1 to 14 years

## **6.2 City / County Ordinance Rules and Regulations**

These rules have been developed in conjunction with city and county ordinances. In the event that a new or revised city or county ordinance conflicts with this document, the city or county ordinance take precedence.

### **6.2.1 Common Drives (Sidewalk Usage)**

Common drives, sidewalks and paths shall be used for normal traffic and no obstruction should be placed on them, including basketball stands or cones. Parking on the sidewalks within Rosewood Parke is not permitted. This is a City of Maple Valley regulation. Violators may be cited.

### **6.2.2 Burning**

No burning or incineration of trash, refuse or scrap of any kind is permitted within Rosewood Parke. City of Maple Valley will be notified of all violations.

### **6.2.3 Tree Cutting**

The trees planted in the front yards are planted in accordance with a plan approved by King County and the Developer. Each and every homeowner is advised that no tree in any front yard shall be removed without prior written approval from the ACC.

### **6.2.4 Weapons**

Within Rosewood Parke, no firearms of any kind, including rifles, handguns, and BB guns shall be discharged. No bows, slingshots or any other like weapon shall be used. No hunting shall be permitted.

## **7.0 ASSESSMENTS PAYMENT AND COLLECTION POLICY**

The Association's economic well-being relies on the timely payment of assessments and other allowable charges.

As it is the Board's responsibility, as defined in the By-Laws of the Association and the Declarations, as defined in the Resolution to use its best efforts to collect funds owed to the

Association, the following policies and procedures have been adopted by the Board of Directors of the Rosewood Parke Homeowners' Association.

### **7.1 General (Annual) Assessments**

**Amount of general assessments:** The amount of general (annual) assessments to be paid annually by each homeowner is recorded in the association Bylaws. The assessment amount may be changed by the board of directors under the authority of, and as permitted by the Rosewood Parke HOA governing documents, without update to this document.

**Payment of general assessments:** General (annual) assessments are to be paid in advance once a year on or before July 1<sup>st</sup>. A statement of general (annual) assessments owing will be mailed to each homeowner no less than 25 days prior to the first day of the prior month.

### **7.2 Implementation and Administration**

The Board of Directors will implement this Collection Policy and administer its requirements with consistency and fairness.

### **7.3 Amounts Payable to the Association**

Amounts payable to the Association from homeowners within the Development pursuant to the terms of the Declarations include, but are not limited to, the amounts set forth in the Declaration for such Development, and include but are not limited to the annual lot assessment, special assessments, rules enforcement fees, architectural control fees, repairs to the common area that are an owner's responsibility, legal fees and other costs (all collectively referred to as Assessments) associated with collection of the Assessments on behalf of the Association.

### **7.4 Payment Schedule**

- a. Annual Lot Assessments are due on or before July 1st each year.
- b. Annual Lot Assessments not paid on or before July 31st are deemed delinquent
- c. All other assessments and fees are due 30 days from the date of the notice.
- d. Payments received are applied to the oldest charge first.

### **7.5 Payment Installment Plans**

- a. Homeowners may choose to pay their dues on a 3-month installment plan.
- b. Agreement forms are available from the Treasurer and must be approved by the Treasurer and one other member of the Board of Directors without prejudice and according to the qualifications for approval.
- c. 1/3 of the assessment amount must be received by July 31<sup>st</sup>, August 31<sup>st</sup>, and September 30<sup>th</sup>.
- d. Failure to pay an installment by the scheduled due date nullifies the agreement and the remaining balance is due immediately.



- e. Homeowners on installment plans will receive no invoices after the first assessment notice (unless their account becomes in default).
- f. To qualify for a payment installment plan, homeowners must be in current good standing with the Association, no outstanding balance due, no late payments fees assessed for the previous twelve months, and no liens (released or currently active due to the Association or any other entity as recorded with King County) for the past twenty-four months as of the assessment due date.
- g. The Board of Directors reserves the right to waive qualifications due to hardship or when it is determined by the Board of Directors to be the most appropriate course of action to collect assessments in a timely manner.

## **7.6 Late Fees and Interest Charges**

- a. A late fee of 1% of the outstanding balance plus a \$10.00 rebilling fee per-month will be charged to the homeowner's account when the account is delinquent unless otherwise determined by the Board of Directors. The rebilling fee is applied upon each late notice invoice during the standard collection period (through August 31<sup>st</sup>) then monthly until the full outstanding balance has been satisfied.
- b. If an Assessment or any portion thereof is not paid within (30) days of its due date, the balance owing will then start to accrue interest and fees.
- c. A \$30.00 returned check fee will be applied to the homeowner's account for any check returned by the bank.
- d. Late charges, interest, costs of collection, including attorney's fees and returned check fees shall be the personal obligation of the delinquent owner and shall also be secured by an assessment lien against the Lot of the delinquent Owner.
- e. All interest, late charges, costs of collection, and other fees are due and payable immediately, without notice.

## **7.7 Lien Filing**

- a. If the Association records a lien against the lot of a delinquent Owner(s) with the King County Recorder's office, all costs and attorney's fees the Association incurs for preparation, recording and satisfying the lien(s) shall be the personal obligation of the delinquent Owner(s) and shall also be secured by the assessment lien against the Lot of the delinquent Owner(s).
- b. The Board of Directors of the Association shall determine the charge associated with preparation of and recordation of the lien.

## **7.8 Collection Letters and Services**

- a. The Association may cause, but shall not be required, to send a "late notice" to the delinquent Owner(s).
- b. The Association may simultaneously send a copy of the notice to the mortgage lender of the property or to the contracted real estate agent or broker if the home is for sale.
- c. If the Association refers a delinquent account to an attorney or collection agency for collection of assessments from a delinquent Owner(s), the attorneys' fees



and/or costs of collection incurred will be the personal obligation of the delinquent Owner(s) and will be secured by the assessment lien against the Lot of the delinquent Owner.

- d. Upon referral to an attorney or collection agency, the attorney or agency shall take all appropriate action, including foreclosure, to collect the accounts referred.

### **7.9 Other Costs of Collection**

- a. Should the Association incur charges for the following, the charges may become the personal obligation and/or be secured by an assessment lien against the Lot of an owner:
  - 1. Fees charged by an agent or representative of the Association to collect funds payable to the Association
  - 2. Owner bankruptcy
  - 3. Foreclosure action or deed in lieu of foreclosure
  - 4. Notification, filing and satisfying liens
  - 5. Enforcement of the Association's Rules, Bylaws, Declaration or Policies
  - 6. Litigation
  - 7. Coordinating repairs to the Association's common areas that result from the acts of owners, their tenants or guests

### **7.10 Waiver**

- a) The Association may grant a waiver of any provision herein upon petition in writing by an owner showing personal hardship and unanimous approval of all members of the Board of Directors.
- b) Such relief granted an owner shall be appropriately documented in the files.
- c) Such relief may include extension of the time for filing of lawsuits and liens or other modifications of these procedures, as the Association shall determine appropriate under the circumstances.

### **7.11 Ongoing Evaluation**

Nothing in this Resolution shall require the Association to take specific actions other than to notify homeowners of the adoption of these policies and procedures. The Association has the option and right to continue to evaluate each delinquency on a case-by-case basis.

### **7.12 Special Assessments:**

When levying any special assessment in accordance with Article 7, Section 4 of the CC&Rs, the Board will establish installment amounts and payment due dates. Proration of prepayments and transfer of accounts will be handled as stated in the preceding sections. Special assessments will be reflected on the statement mailed to homeowners.

### **7.13 Legal action**

Assessments constitute a personal debt, and the Association may, on an account delinquent 60 days or more turn the account over to an attorney or to a collection agency who may pursue any and all remedies authorized under the Rosewood Parke governing documents and applicable Washington law in recovering the delinquent assessments, plus interest, late charges, attorney's fees, and costs.

### **7.14 Lien**

As specified in the CC&Rs, payment of assessments is secured by an automatic lien against title to the owner's property. The Association may record a Notice of Delinquent Assessment against title to the Lot or Living Unit owned by the owner whose assessment account is delinquent.

### **7.15 Foreclosure**

Non-payment of assessments, which include but are not limited to general and special assessments, may result in the foreclosure of the Association's automatic lien which may further result in a Sheriff's or Trustee's sale of the Lot or Living Unit owned by the owner whose assessment account is delinquent.

### **7.16 Homestead protection**

Owners are hereby notified that the Homestead Protection provided by Chapter 6.13, Revised Code of Washington, shall not apply in the event of an execution or forced sale in satisfaction of judgments obtained on debts secured by the Rosewood Parke Homeowners Association's lien.

### **7.17 Collection Procedure, Time Frame, and Implementation**

1. The Board of Directors or its agent shall mail a dues notice to all known homeowners of record by June 1<sup>st</sup>
  - a. The Board of Directors or it's agent shall address all assessment notices to known named homeowner or "current owner" and endorse the letter as "DO NOT FORWARD" so that former homeowners will not receive notices and the Board of Directors may identify the new homeowner.
  - b. While every attempt will be made to maintain current membership roles, failure of homeowners and their respective escrow agents to report a sale may prevent invoicing to the current homeowner.
  - c. The legal homeowner as of July 1<sup>st</sup>, is responsible for all assessments whether an assessment notice is received or not.
  - d. The Board of Directors or it's agent shall address all assessment notices to known named homeowner or "current owner" and endorse the letter as "DO NOT FORWARD" so that former homeowners will not receive notices and the Board of Directors may identify the new homeowner.

2. Owners shall pay to the Association the Annual Lot Assessment on or before July 1<sup>st</sup> of every year.
3. An Assessment shall be deemed delinquent and a late charge will be imposed if the entire Assessment is not paid within thirty (30) days of its due date. Upon becoming delinquent:
  - a. A late fee shall be assessed and interest shall begin to accrue as per terms of this policy.
  - b. A demand for payment may be sent to the delinquent Owner(s).
4. August 1<sup>st</sup>, first late notice sent to delinquent Owners including first late fee and interest on outstanding balance as of July 31<sup>st</sup>.
5. September 1<sup>st</sup>, second late notice with **NOTICE OF INTENT TO LIEN** will be sent to the delinquent Owner by regular mail including second late fee and interest on outstanding balance as of August 31<sup>st</sup> stating:

*Statement of intent: "if payment is not received within 30 days, a Lien shall be recorded with the King County Recorder. The homeowner will be responsible for all fees, which may include, but are not limited to recordation and release of lien*

6. October 1<sup>st</sup>, if full payment has not been received or payment arrangements agreed to between the Owner and the Association, the Association will record a Lien against the Lot of the delinquent Owner(s) with the King County Recorder.
  - a. Upon recordation with the King County Recorder, the Association shall, by regular and certified mail, send a copy of the Notice and Claim of Lien to the delinquent Owner(s) at the Owner(s) address on record with the Association.
  - b. A copy of the Notice of Lien may be mailed to the Mortgage lender with a request that the lender send a letter to the delinquent owner advising the owner of the lender's option to accelerate the mortgage debt.
7. The Association may institute an action for a personal judgment against a delinquent Owner(s) for unpaid Assessments, late charges, interest, costs of collection, attorney's fees and other unpaid charge's at any time after an Assessment becomes delinquent. The Association may institute an action to foreclose the Assessment lien any time after the Association records a Notice and Claim of Lien against the Lot of the delinquent Owner(s).

### 7.18 Assessment Schedule of Fees

Except where noted, the HOA will implement collection action based generally on the following time-line.

Rebilling administrative fee (per late notice, maximum of one per month)      \$10.00

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**Rosewood Parke Homeowners Association**

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Monthly interest applied to late/non-payment of assessments balance	1% of monthly balance
Late fee #1, applied August 1 <sup>st</sup>	\$25.00
Late fee #2, applied September 1 <sup>st</sup>	\$50.00
Returned check fee	\$30.00
Lien administration and accounting fee (based on CPA fees)	TBD
Lien legal fees (based on attorney and county fees and other necessary costs)	TBD

## **8.0 COMPLAINT PROCEDURE**

Homeowners are encouraged to solve problems first among themselves whenever possible. If this is not possible, a complaint procedure has been designed to handle Association members' complaints regarding violations of the CC&R's and/or Rosewood Parke Homeowners Association's Rules and Regulations in a timely and efficient manner.

### **8.1 Register a Complaint**

Complaints must be in writing and delivered either in person, by mail, or by emailing the **NON-COMPLIANCE FORM/NOTICE FOR ACTION TO PROPERTY** form, (See Appendix B or HOA website [www.rosewoodparke.com] Form "Issue Form"), to the HOA Board of Directors or CCR@rosewoodparke.com. Anonymous complaints will not be acted upon. Complaints are handled in a strictly confidential manner. When the HOA receives a complaint, the CC&R Advisor shall investigate the complaint and make a determination if a violation of the Rules exists. In the event the CC&R Advisor finds a violation, the CC&R Advisor shall proceed under Section 9.0 below.

### **8.2 Administration of Violations**

Following a finding by the CC&R Advisor that a violation exists, the CC&R Advisor and the Board shall give notices and impose fines pursuant to this Section 9.0. All fines shall be liens against the property of the homeowner committing the violation. Violations may also include "impounding" for vehicle violations if necessary per CC&R Article 9.

#### **8.2.1 First Notice of Violation**

If a violation of the CC&R's or the Rules and Regulations exists, a Notice of Violation letter shall be sent by regular or overnight mail to the homeowner's address and shall be deemed delivered if not returned to sender within seventy-two (72 hours).. This letter will request compliance with

the CC&R's and or Rules and Regulations within fourteen (14) calendar days of the date of the letter. The letter will also advise that the homeowner may request a hearing before the Board to dispute the violation by submitting a request for hearing in writing to the Board of Directors within the fourteen day period described above. This letter will also advise that a Second Notice of Violation will include a fine.

If it is found that a modification project has been started or completed without ACC approval, a fine of \$200.00 is automatically assessed as a lien against the property. Additional attorney and administration fees will be added to this amount to process the lien.

#### 8.2.2 Second Notice of Violation

If the violation continues past 14 days and no request for a hearing has been received, or a second violation with the same circumstances occurs within a one-year period, a Second Notice of Violation letter will be sent. A Second Notice of Violation will include a fine. As well, a \$30/day fee begins for each day after the second notice is sent plus administration fees. This fee is compounded until the violation is removed and the ACC advisor or Board is given written or verbal notice of compliance by the homeowner. When the ACC advisor or Board confirms compliance, fee assessment stops.

#### 8.2.3 Board Review

If a homeowner requests a hearing by the Board upon receipt of the Notice of Violation, the Board of Directors shall set a date within thirty (30) days of receipt of the request. At the hearing, the homeowner shall present information showing that the alleged violations of the CC&R's and or the Rules and Regulations are inaccurate. The homeowner shall have the opportunity to present and cross examine witnesses. The Board shall give the homeowner a written decision either confirming or denying the requests of the homeowner regarding the alleged violation of the CC&R's and/or the Rules and Regulations. If the Board confirms the determination that a violation still exists or if no hearing is requested and the violation continues beyond fourteen (14) calendar days after receipt by the homeowner of the letter, the Board shall issue the Second Notice of Violation and a fine.

#### 8.2.4 Lien Assessment

Any fine shall become a lien in favor of the Association and against the lot or living unit in question, arising in the same manner as liens under Article 8, Section 1 of the Covenants, Conditions and Restrictions for Rosewood Parke HOA. Fines will be billed and collected in the same manner as Rosewood Parke HOA assessments. In the event the violation continues after a fine assessment, the Board will review the situation. The Board may, at that time, initiate legal proceedings to enforce compliance and collection of fines or take action to correct the violation at the homeowner's expense.

### **9.0 ACC FINE SCHEDULE**

## Rosewood Parke Homeowners Association

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The Board of Directors is authorized to enforce timely assessment payments from owners, compliance with the Rosewood Parke Association CC&R's, these Rules & Regulations and any other policies enacted in accordance with the governing documents by assessing monetary penalties against owners, their guests, family, and renters who are in violation.

The following Fine Schedule has been adopted by the Board of Directors:

\$200.00	ACC Violation
\$30.00	CC&R or Rules Violation
\$30.00/day	Charged per day if a violation continues after Second Notice of Violation.
\$25.00	Late Fee assessed on delinquent accounts 30 days past due.
\$10.00	Administrative Notification Charge on each Delinquency Notice.
\$30.00	NSF Check Fee

### 9.1 Appeal Process

Any owner receiving a fine who believes no violation or delinquency occurred may submit an email or written explanation indicating why you believe the violation did not occur to the Association Board of Directors at [President@rosewoodparke.com](mailto:President@rosewoodparke.com) or RPHOA President PO Box 1077 Maple Valley, WA 98038 within 5 business days of notice. The owner will be given an opportunity to be heard and no fine will be imposed until after the hearing.

**10.0 Revisions**

<b>Original Authorization for Release (do not change)</b>		
<b>Revision New</b>	<b>Name</b>	<b>Date</b>
AUTHOR:	Steven Janicki	July 2006
APPROVAL:	Mark Hinzmann	July 2006
APPROVAL:	LeiAnne Eshe	July 2006
APPROVAL:	Dierdre Cole	July 2006
APPROVAL:	Steven Janicki	July 2006

<b>Revision</b>	<b>Date</b>	<b>Preparer</b>	<b>Approver HOA Secretary</b>	<b>Approver HOA President</b>	<b>Description of Change</b>
A	11/5/10	Kurt Freitag	Kurt Freitag	Jeff Ferguson	updated dues amount, general clarification updates
B	1/5/15	Steve Janicki signatures on file	Nathan Read signatures on file	Eric Elmer signatures on file	Removed dues info as duplicate to Bylaws, clarified usage of signs

Appendix A

ARCHITECTURAL CONTROL COMMITTEE

APPLICATION FOR ADDITIONS AND/OR ALTERATIONS TO PROPERTY

Name: \_\_\_\_\_ Lot#: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address \_\_\_\_\_

Owner's Phone: \_\_\_\_\_ (Home) \_\_\_\_\_ (Work) \_\_\_\_\_

Address of Proposed Work: \_\_\_\_\_

Work being performed by (mark one): Contractor: \_\_\_\_\_ Homeowner: \_\_\_\_\_

Description of Work: *Attach supporting back-up with this form especially City Building permit for approval.*


**Please allow 14 days for the ACC to review your application and submit a response back to you.**

Estimated Start Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_

I have read and acknowledge the Architectural Controls, Covenants and Restrictions that govern the procedure for undertaking any addition or alteration to my property.

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Tracking Number: \_\_\_\_\_ Date Received: \_\_\_\_\_ (For ACC Use)

Disclaimer of Liability or Warranty The approval of plans and specifications by the Architectural Control Committee for Rosewood Parke applies only to the style, exterior finishes, appearance, and general location of the structures shown in such plans and specifications and shall not be relied upon as an approval or warranty regarding engineering and structural design, building or zoning code compliance, feasibility or marketability for any purpose, or compliance with applicable building ordinances, standards, or regulations. By approving the plans and specification neither the Architectural Control Committee or the members thereof, the Association, the Board, nor the Declarant assumes any liability or responsibility therefore, or for any defect in any structure constructed there from, and said persons further specifically exclude from such approval any implied warranty of merchantability and fitness for any purpose.



**Appendix B**  
**RULES AND REGULATION COMMITTEE**

**NON-COMPLIANCE FORM/NOTICE FOR ACTION TO PROPERTY**

Fill in as much information on the home or tenant causing the situation below:

Date: \_\_\_\_\_

Name: \_\_\_\_\_ Lot#: \_\_\_\_\_

Address: \_\_\_\_\_

Owner's Phone: (Home) \_\_\_\_\_ (Work) \_\_\_\_\_

Rules and Regulations reference section: \_\_\_\_\_

Description of Issue: \_\_\_\_\_  
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Complainant's Name: \_\_\_\_\_ Phone: \_\_\_\_\_

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Tracking Number: \_\_\_\_\_ Date Received: \_\_\_\_\_ (For ACC Use)