

Rules and Regulations
For the Points West Homeowners' Association

Current as of May, 2012

The Board of Directors for the Points West Homeowners' Association (the "Board") is charged with the responsibility, and granted the authority, to adopt and enforce the following Rules and Regulations, as more fully set out in the current CCRs, the Master Declaration, and Washington law. Exceptions may be granted on an individual basis, and if so, shall not be considered a waiver of strict performance.

1. Animals.

No livestock, poultry, or exotic animals shall be raised, kept or bred in any unit or lot. Dogs, cats or other conventional household domestic pets (including domestic birds and domestic, caged reptiles) may be kept in lots and units subject to all governmental laws, ordinances, and these Rules and Regulations. Pets may not be kept or bred for any commercial purpose. A maximum of 2 house pets, no larger than 15 pounds or one animal not to exceed 35 pounds is allowed.

All pets must be registered and inoculated as required by law. Pets may be kept within a lot or unit so long as they are not a nuisance. Actions which constitute a nuisance include but are not limited to abnormal or excessive barking, crying, howling or scratching. Pets must be carried or leashed in all common areas and open spaces, and at all other times a pet is not within the confines of a lot or unit. Pet owners MUST clean up promptly after their pets. No pet food may be left out where it can attract wild or stray animals. Bird feeders are allowed.

2. Garbage and Refuse Disposal.

No lot shall be used as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers pending collection and removal. Containers shall be kept clean and out of view from the street, except on the day of collection. Containers shall not be placed at the curb any sooner than the day before pickup and shall be removed from the curb the following day.

3. Nuisances and Illegal Activity.

No illegal use shall be made of any property within the Points West Homeowners' Association (the "Association"). No noxious or offensive activity which may become an annoyance or nuisance to anyone within Points West shall take place on any lot or unit at any time.

Construction work, or any other noisy maintenance work (excluding mowing lawns) performed by any owner or contractor, shall be limited to the hours of 8:30 a.m. and 5:30 p.m., Monday through Saturday.

4. Vehicles & Parking.

The primary parking space(s) for residents and their guests/visitors is the driveway or garage appurtenant to that lot or unit.

All vehicles, including boats, trailers and R V's parked within the Association must display current license tags. Inoperable vehicles and vehicles in an advanced state of disrepair shall not be parked upon any street or storage lot within the Association. Such vehicles parked upon any street or storage lot within the Association may be towed or removed, with the removal expense charged to the lot or unit owner, 48 hours after the date on which notice is mailed by the Board notifying the owner of such violation. A vehicle is in an advanced state of disrepair when, in the opinion of a majority of Board members, the vehicle's presence would offend the reasonable sensibilities of a majority of owners.

R V s, camping trailers, motor homes, boats, etc. may be parked in a driveway or on the street in front of a residence for a period not to exceed 48 hours per occurrence for loading, unloading and cleaning **only**. Flushing and/or dumping of holding tanks is never allowed. Parking on sidewalks or unpaved areas is not allowed. Driveways, and the area in front of the mailboxes, shall not be blocked at any time. Other resident vehicles, such as cars, trucks and motorcycles may be parked in the street in front of a residence for a period not to exceed 24 hours per occurrence for loading, unloading and cleaning **only**.

The Board will consider requests for variance on a case-by-case basis.

Vehicles in violation may be towed or removed, at owner's expense, 48 hours after the Board mails notice of violation of this section to owner.

5. Recreational and Sports Equipment.

No recreational or sports equipment shall be attached to any structure or installed on any lot. Such equipment shall include but is not limited to basketball hoops, nets, backstops, skateboard ramps, etc.

Temporary equipment that is not attached to a unit, such as portable basketball hoops and similar temporary and movable equipment may not be utilized.

6. Signs and Outdoor Seasonal Displays.

The address of each lot shall be affixed to the front of the unit so that it is visible from the street. Seasonal decorations may be displayed during the appropriate period and must be removed within a reasonable period thereafter. A Board approved sign may be displayed at

the entrance to the development. No other signage is permitted within the development except for: one "for sale" or "for rent" sign per lot, the size of which is not to exceed three square feet in area. and, up to two political campaign signs, the size of each is not to exceed four square feet in area. Political signs may be displayed for up to 5 weeks before any primary or general election, and must be removed within 7 days after the corresponding election.

7. Television, Cable, Radio Apparatus, Etc.

No antenna or satellite dish in excess of one meter in diameter or length is allowed within any lot of unit. Owners shall strive to locate antenna or satellite dishes in a location that minimizes its visibility from the street.

8. Common Area and Open Space Use.

The common areas and open spaces within the Association may only be used by resident owners, tenants and guests accompanied by a resident owner. Such use may not cause damage to the common areas, open spaces, or any lot or unit. Children under the age of 12 years must be accompanied by a parent or guardian while using common areas or open spaces. No owner or guest may use the common areas in a way that is disruptive to the peace and quiet enjoyment of others using such common area, or other nearby lot and unit owners.

Common areas and open spaces shall not be used between the hours of 10:00 p.m. and 7:00 a.m., except if allowed by the Board on a case by case basis. Those using common areas or open spaces must keep from shouting and yelling, and must keep music to a low volume. Owners who use the common areas must clean up after themselves and may not leave any trash or garbage behind after use.

9. Landscaping.

Owners will not add or remove any tree or shrubbery in the front yard of their lot without written approval of Association Landscape committee. If owners choose to plant flowers in their front yard, they will assume responsibility for the care and maintenance of the flower bed. Owners are also responsible for ensuring front lawns are adequately watered during dry months, thus maintaining as green a grass as possible.

10. Lighting.

Except as may be permitted by Architectural committee, exterior lighting visible from the street shall not be permitted except for approved lighting as originally installed and seasonal decorative lighting.

11. Architecture.

Owners must obtain written approval from Architectural committee for any exterior structural or house color changes, prior to commencing work.

12. Enforcement.

Each owner and occupant shall comply strictly with the Bylaws, Rules and Regulations and the Covenants, Conditions and Restrictions. The Board of Directors may impose fines or other sanctions, which shall be collected as provided within the Association's governing documents, including the Association's Enforcement Policy.

Failure by the Association or any owner to enforce any of the Rules and Regulations shall in no event be deemed a waiver of the right to do so thereafter.

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Date Adopted: 3 MAY 2012

Date Provided to Homeowners: _____

POINTS WEST ASSOCIATION

- A. ENFORCEMENT POLICY WITH FINE & FEE SCHEDULE
- B. ASSESSMENT COLLECTION PROCEDURES

At a regular / (special) meeting of the Board of Directors ("Board") of the Points West Association ("Association"), held on the day of 3 MAY 2012, at the address of 128 NW 95th Circle, Vancouver, WA 98665, at the time of 7 ~~am.~~ / p.m., the Board states as follows:

WHEREAS, a meeting of the Board of Directors was convened at the time, date and location set out above;

WHEREAS, the Association Secretary, by signing below, attests that Board members were sent notice, or waived notice in writing or by attending the meeting, and that a quorum of Board members was present either in person or by conference telephone;

WHEREAS, timely payment of the Association's maintenance assessment and other charges of the Association ("Assessment") is crucial for the Association to operate effectively and efficiently. Assessments for common expenses are the obligation of every owner and are collected to pay for things such as upkeep of the property and operations of the Association which benefit all owners. Delinquencies can create cash flow problems which jeopardize the Association's ability to meet the purposes for which the Association is established as enumerated in the Section 2 of the Declaration ("CC&Rs") and the Articles of Incorporation;

WHEREAS, to help ensure timely payment and provide owners advance notice of the consequences of delinquency, the Board finds that it is in the best interests of the Association to adopt administrative rules and regulations containing uniform and systematic procedures for the collection of unpaid Assessments;

WHEREAS, occasionally, the Association is required to enforce compliance with the provisions of the CC&Rs, Articles of Incorporation, Bylaws and Rules and Regulations of the Association (the "Governing Documents"). Correcting compliance issues at the lowest possible level is in the best interests of the Association because it reduces the amount of administrative time necessary to deal with infractions, lessens the duration of infractions, and may save in legal expense. To this end, a fine schedule for violations of the Governing Documents helps the Association ensure owners comply with the Governing Documents;

WHEREAS, "Assessments" as used in this Resolution include all of the amounts chargeable under the Declaration (the "CC&Rs"), Articles, Bylaws, and at law, including but not limited to regular and special Assessments, fines, costs, interest, late charges and attorneys' fees;

WHEREAS, the Board's and Association's powers to take the actions set out herein are set out in the Washington Homeowners' Associations Act (RCW 64.38 et seq., the "HOA Act"), the Washington Nonprofit Corporations Act (RCW 24.03 et seq.,) the Articles of Incorporation, the CC&Rs, and the Bylaws, including *but not limited to* the sections enumerated below;

1. RCW 64.38.020(1) provides that the Association may adopt and amend bylaws, rules and regulations.
2. RCW 64.38.020(2) provides that the Association has the power to adopt and amend budgets, and impose and collect Assessments for common expenses.
3. RCW 64.38020(11) empowers the Association to impose and collect charges for late

payments of Assessments, and, after notice and opportunity to be heard, levy fines for violations of the Governing Documents according to a previously established schedule.

4. RCW 64.38.020(13) & (14) provide that the Association may exercise any other powers that may be exercised by a nonprofit corporation in Washington, and may exercise any other powers necessary and proper for the governance and operation of the Association.
5. RCW 64.38.050 states that any violation of the provisions of the BOA Act entitles an aggrieved party to any remedy at law or equity, and that a court may award reasonable attorneys' fees to the prevailing party.
6. Sections 2.2.1 through 2.2.5 of the Declaration enumerate the Association's powers of Assessment.
7. Section 2.2.7 provides that the Association has a right to abate or correct violations of the CC&Rs after reasonable notice, and charge the expense of doing so to the homeowner's unit, lot or parcel, creating an enforceable lien for that amount upon the violating property.
8. Section 4.1 of the Declaration further sets out the Association's powers to enforce the CC&Rs, including the right to pursue legal remedies against owners for violations of the CC&Rs, and charge all costs, expenses and reasonable attorney fees incurred to the violating lot owner, thereby creating a lien upon that lot.
9. Article VII, Section 1(a) of the Bylaws provides the Board of the Directors with the power to adopt and publish rules and regulations governing the use of Common Areas and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereon.
10. Article XI of the Bylaws set out the specifics for the accrual of assessments, as well as the interest and late fees which accrue upon delinquency of payment.

NOW THEREFORE, the Board, with respect to the powers outlined above and in consideration of the Association's best interests, and after consideration and deliberation regarding the matters set forth herein, resolves as follows:

BE IT RESOLVED, that the attached Enforcement Policy with Fine & Fee Schedule, and the Assessment Collection Procedures are hereby adopted, shall become part of the Association Rules and Regulations, and shall supersede all previous collection policies resolutions including but not limited to those adopted by THE BOARD in BOARD MEETINGS, and RESOLUTIONS PRIOR TO 2012.

DATED this 3 day of MAY, 2012.

POINTS WEST ASSOCIATION

By: Man R. Jaoie

POINTS WEST HOA its President

ATTEST: The above resolution was properly adopted.

By: Renato W. Savori

POINTS WEST HOA, its Secretary

**ASSOCIATION ENFORCEMENT POLICY
WITH FINE & FEE SCHEDULE
(February 2012)**

All Lots and residents within the Points West Association (the "Association") are subject to the Declaration("CC&Rs"), Articles of Incorporation, Bylaws and Rules and Regulations of the Association (together, the "Governing Documents"). Each owner, and their guests and tenants, is required to comply strictly with the Governing Documents as they may be amended from time to time by the Association. Failure to comply may result in the issuance of fines, actions to recover sums due for damages or injunctive relief, or both, maintainable by the Board of Directors (the "Board") for the Association or by an aggrieved owner on their own against the party failing to comply. Owners are responsible for ensuring their tenants and guests comply with the Governing Documents.

A. If the Board receives information (such as a written complaint) suggesting that there has been a violation of the Governing Documents, then the Board (or a committee, such as the ACC, or the Association's managing agent), after reasonable inquiry into the circumstances surrounding the allegations, may propose a fine according to the following schedule:

1. First violation in any 60 day period: Warning Letter.
2. Second violation in any 60 day period: \$25 fine.
3. Third and subsequent violations in any 60 day period: \$50 fine.
4. Continuing violations may be subject to weekly fines of up to \$50/week.
5. If a warning letter is necessary or if a fine is levied, the Board or its managing agent will mail and/or personally deliver notice thereof, including the amount of any proposed fine, to the Owner at the Lot address within the Association.
6. Owners are responsible for their guests and tenants. If a Lot is occupied by tenants, notices will be sent to the Lot, as set out in CC&Rs Section 1.12.3 and also to the Owner's mailing address if such alternative address has been provided in writing to the Board.

B. Before a fine is assessed, the affected resident, including the Owner of the Lot (if the Owner has provided a mailing address in writing to the Board), will be provided notice and an opportunity to be heard as follows:

1. The Board will give the Owner & resident written notice of violation. The notice will identify the violation and ask the owner to correct the violation within a specific time period. Normally the time to correct will be 15 days, but a shorter time may be specified because of safety concerns, or if required by the

Governing Documents. The homeowner is also given 10 days from the date of this letter to request in writing a hearing with the Board of Directors. The purpose of a hearing is to provide an opportunity to be heard for the Owner to discuss the alleged violation with the Board of Directors. When an Owner does not agree that a violation exists, the Board hearing provides the Owner the opportunity to present the relevant facts in support of that position. If the homeowner does not request a hearing, the Owner is deemed to agree there is a violation.

2. If requested, at the hearing, the affected Owner and/or tenant shall have the right to offer information concerning the violation alleged and any other facts the Owner/resident believes substantiate that a violation did not occur or a fine should not be assessed, subject to reasonable rules of procedure established by the Board to assure a prompt and orderly resolution of the issue at hand.
 3. The affected Owner and resident shall be notified of the Board's decision including any fines levied, in the same manner in which the notice of the meeting was given.
- C. The forgoing shall not be deemed a waiver of any right to enforce the Governing Documents. In the reasonable discretion of the Board the Association may take immediate enforcement action as allowed by the CC&Rs or at law.
- D. In enforcing the Governing Documents, the Board may delegate certain administrative functions, including the determination of whether a violation has occurred and the remedy therefore, to a committee of two or more Association directors, and/or a managing agent.
- E. Owners shall be financially responsible for all fines, damages and other amounts assessed resulting from their own actions, and the actions of their tenants or guests.
- F. Depending on the circumstances, in lieu of or in addition to imposition of a fine, the Board may give written notice of a violation, and state a reasonable period of time for correcting the violation.
- G. Once a fine has been imposed following notice and opportunity to be heard, the fine will be due on the first day of the month that falls at least 30 days from imposition of the fine following the hearing.
- H. Fines are considered assessments, and if not paid when due shall be subject to late fees and interest.

**POINTS WEST ASSOCIATION
ASSESSMENT COLLECTIONS POLICY
(February 2012)**

- A. "Assessments" as used in this Collections Policy include all of the amounts chargeable under the Declaration ("CC&Rs"), including but not limited to regular and special Assessments for common expenses, fines, costs, interest, late charges and attorneys' fees.
- B. The Board shall keep a ledger for each Lot that accounts for all Assessments and any credits and payments.
- C. The monthly maintenance assessment is due on or before the first day of each calendar month. The monthly maintenance assessment is considered delinquent if not paid by the 10th day of the month.
- D. In the event of a maintenance assessment adjustment or special assessment, payments shall be due as specified in the notices thereof sent to Owners, and delinquent if not paid by the due date.
- E. If an Assessment is not paid in full on or before the 10th day following its due date, a late charge of \$10 will be assessed to the Owner's account, and a courtesy delinquency notice may be sent to the delinquent Owner. Late charges will continue to accrue on the 1st day of each month that an account remains delinquent.
- F. The principal amounts of delinquent Assessments shall accrue interest at a rate of 12% per annum. Interest shall begin to accrue on the first day of the month immediately following the date the Assessment was due. Payments shall be applied to the most aged charges first.
- G. The Board may refer a delinquent account for collection by a collection agency or the Association's attorney at any time after the account becomes delinquent. Pursuant to the CC&Rs, legal fees and costs incurred in the collection of a delinquent account shall be assessed against the delinquent Owner and his or her Lot. THESE COSTS CAN BE SUBSTANTIAL.

The Board may take one or more of the following steps before referring an account to an attorney or collection agent:

- 1. Demand Letter: The Board may send the delinquent Owner one or more demand letters demanding payment of all delinquent amounts, listing the amount due, and informing the Owner of potential consequences of non-payment.
- 2. Lien Recording: The Board may record notice of its lien for delinquent amounts against a Lot at any time a Lot's account is delinquent. However, the Association's policy is to record a lien against a delinquent Lot after its account has been delinquent for 180 days or more, or when a delinquent account exceeds \$750, including late fees, interest, and the cost to prepare and record the notice of lien.

Delinquent Owners will be assessed the cost of preparing and recording the notice of lien.

- H. Collection Referral: The Board may refer the Owner's account to the Association's attorney or collection agent for collection if any Assessment remains unpaid 90 days after the original due date, or sooner if the circumstances dictate. Pursuant to the CC&Rs, legal fees and costs incurred in the collection of a delinquent account shall be assessed against the delinquent Owner and his or her Lot THESE COSTS CAN BE SUBSTANTIAL.

The Attorney or collection agent may take one or more of the following actions:

1. Demand Letter: The Association's attorney or collection agent may send the delinquent Owner one or more demand letters requesting payment.
 2. Lien Recording: The Association's attorney or collection agent may prepare and record a Notice of Lien against a delinquent Owner's Lot.
 3. Lawsuit for Collection of Delinquent Assessments: Generally, the Association's attorney will endeavor to send a delinquent Owner one or more demand letters regarding the delinquency. However, at any time after an account is referred to the Association's attorney and if payment is not received or satisfactory payment arrangements reached to cure a delinquency, the Board may instruct the Association's attorney to initiate a lawsuit against a delinquent Owner to obtain a judgment for the Association.
 4. Foreclosure: The Board may elect to foreclose the Association's lien against a delinquent Unit. If the Association is successful in a suit to foreclose the lien, the Attorney shall proceed as necessary to complete the foreclosure.
 5. Post Judgment Remedies: If the Association obtains a money judgment, the Board may pursue remedies, such as garnishments, upon the advice of counsel and in consideration of the Association's best interests.
- I. No Waiver: Deviations from, or failure to act under this Collections Policy shall in no way constitute a waiver by the Association of any right to impose and collect Assessments or exercise any other right or remedy under the Governing Documents or at law. The Association reserves all legal rights under the Governing Documents and at law, including but not limited to the Washington Homeowners' Associations Act (RCW 64.38 et seq.) and the Washington Nonprofit Corporations Act (RCW 24.03 et seq.).

Kindly mail all payments to:

Points West Homeowners Association
128 NW 95th Circle
Vancouver, WA 98665

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