

SUMMERWIND HOA PARKING POLICY

Revised August 16, 2022

ALL HOMEOWNERS are requested to make every effort to keep the street clear for the safety and welfare of all residents.

DESIGNATED VISITOR PARKING

There are signs designating visitor parking. Visitor parking spaces are very limited in Summerwind. Residents planning any get togethers need to remember parking is an important consideration. Carpools or utilizing a neighbor's driveway are ways to handle additional temporary parking needs.

Any visitor staying overnight and utilizing the visitor parking area must obtain a visitor parking permit from their host. The parking permit must clearly identify the residence where the visitor is staying and must be posted on the dashboard of the vehicle.

Guest passes may be obtained from Paul Orr at Reid Property Management. paul@reidpm.com or 360-308-2232. Passes are meant to be issued for a day or two. No passes are allowed for more than 14 days without the written consent of the Summerwind Board of Directors.

Residents should not utilize visitor-parking areas except on a short-term exception basis, e.g., garage and driveway being repaired. Any visitor parked in guest parking overnight must have a visitor-parking permit. Overnight parking is deemed to be any vehicle parked in visitor parking between the hours of 9:00pm and 7:00am. Vehicles parked in visitor parking overnight without a permit identifying the residence being visited, will receive a notice to move the vehicle or be towed. If the vehicle remains parked for 48 hours without a pass, the vehicle will be subject to towing and impounded at the vehicle owner's expense.

ON STREET PARKING

The streets in Summerwind were planned and approved with the clear intent of not permitting on-street parking. This was done to allow emergency vehicles adequate space to respond as necessary.

On-street parking is prohibited except in limited exceptional circumstances. It is reasonable that service vehicles and moving vans may have to park on the street if the driveway is not accessible. This is **SHORT TERM** necessary parking, and it is the resident's responsibility to monitor the parking of service vehicles and keep the parking of service vehicles as brief as possible to minimize the congestion that may occur.

This parking policy is meant to supersede all previously issued policies on this matter

10/21/2025

Dear Homeowners,

As part of our community's commitment to safety - and in compliance with our insurance provider's updated fire prevention requirements - the HOA Board has adopted a **Fire Prevention and Grill Safety Policy**, effective immediately.

What's Changing

To reduce fire risk and protect our homes, the following rules now apply to **all residents**:

1. **No open-flame cooking or heating devices** (including gas, propane, or charcoal grills, fire pits, or outdoor heaters with open flames) are allowed:
 - On **balconies, elevated walkways, or decks**
 - **Under any covered or overhanging area**
 - **Within 10 feet** of any building or structure
2. **Electric grills** are permitted as a safe alternative.
3. If the HOA provides **shared barbeque areas**, these grills will be positioned **at least 10 feet away** from buildings, trees, or any combustible materials.
4. **Storage of combustible fuels**, including **propane tanks, lighter fluid, or charcoal**, is **not permitted** on balconies, patios, or near buildings. These materials must be stored safely in compliance with fire code and HOA rules.

Insurance and Liability Notice

Our community's master insurance policy requires compliance with this fire prevention policy.

- **If a homeowner violates this rule, any resulting fire or property damage may not be covered** under the HOA's insurance policy.
- **If a violation causes damage to another home or unit**, the offending homeowner will be **personally responsible** for all related costs, repairs, and liabilities.
- In short: noncompliance not only endangers property but can also lead to **loss of insurance protection and personal financial liability**.

Enforcement

Violations of this policy may result in HOA fines and other enforcement actions as allowed under our governing documents.

We appreciate everyone's cooperation in keeping our community safe and compliant with insurance and fire prevention standards.

For questions or clarification, please contact property manager Paul Orr.

Warm regards,

Summerwind HOA Board of Directors

RENTAL RULES AND REGULATIONS

SUMMERWIND HOMEOWNERS ASSOCIATION

Summerwind Homeowners Association has established a maximum of 23 rentals (15%) allowed at any given time. An owner, before renting his house, must check to see that a rental space is available under this rule. If no space is available, the owner cannot rent his house without the Board of Director's approval at the next scheduled Board meeting.

All homes are subject to the *Summerwind CC&R Amendment* dated November 16, 2007, which establishes Summerwind rental limitations. A copy of this Amendment can be obtained from REID Property Management, or Kitsap County Auditor, Recording #200712050062.

Any owner selling his unit should advise his agent and the prospective buyer of this Amendment. It is important that all agents be apprised of this Amendment upon listing the property for sale or rent.

1. Owners or agents may inquire at REID Property Management, with Loren Johnson or Paul Orr at 360-698-4026, to be accepted to the rental pool.
2. All requests shall be followed up in writing.
3. REID Property Management must receive a copy of Tenant leases.
4. Owners must give Tenants copies of Rules and Regulations regarding Parking, Landscaping, Pets, and other pertinent information.
5. Owners are responsible for Tenant's compliance with Rules and Regulations.
6. Owners **MUST GIVE** to REID Property Management the Tenant's names, and contact information, and property management information if one is used.
7. All work order requests need to come through REID Property Management in written form, e-mail is acceptable, paul@reidpm.com.
8. If any exterior modifications or repairs such as landscaping, roofing, siding, or painting are desired, the owner or rental management company must contact REID Property Management prior to commencing any work.
9. The Owner **MUST** keep REID Property Management informed of their telephone #'s and address if they relocate, as well as all current Tenant information.
10. All out-of-area owners must have a local agent or other contact person, locally, who can be contacted in case of an emergency.

LANDSCAPING

Summerwind Homeowners may add small plantings **to existing garden areas within the boundaries of their real property** without first obtaining the approval of the Summerwind Homeowners Association Board (“the Board”). **The Homeowner assumes full responsibility for maintaining them.**

The landscaping contract is a **basic** service contract. It provides for the **routine care** of only the original plants installed by the developer, plus any plants subsequently installed at the behest of the Board. Other than those referenced in the preceding paragraph, no landscaping changes – **either on private real property or in the common area** – may be made without first obtaining written approval from the Board.

Please submit changes, which require approval in writing, with an accompanying sketch to illustrate the desired changes, to the Property Manager. The Property Manager will forward the request to the Landscape Committee for discussion. The Landscape Committee Chairperson will then make a recommendation to the Board for consideration.

In most cases, the Board will act within two weeks or less.

ANIMAL CONTROL POLICY

- A homeowner must insure that any animal that travels beyond the boundaries of the homeowner's real property (1) is on a leash, or, (2) is in a lockable animal carrier, (3) is contained within the owner's vehicle.
- If tethered, the animal must remain within the boundaries of the real property of the homeowner. Alternatively, a homeowner may request, in writing, that the Board of Directors authorize installation (at homeowner's expense) of an underground electric fence.
- Animal owners are responsible to clean up all feces at the time of deposit. If walking your animal, you must have a bag and other necessary implements of clean up. Your yard must be cleaned up after every outing.
- First offense: send a warning letter.
- Second offense: levy a \$50 fine, with late payment assessed the penalty of 12% per day until the fine is paid in full.
- Third offense: Board of Directors declares the animal to be a public nuisance, bans the offending animal from Summerwind, and requires removal of the offending animal by a date certain (voluntarily by owner or via Animal Control, if needed).

This Animal Policy was approved by the Summerwind Attorney.

Summerwind Association

Architectural Control Committee

Painting and Exterior Alteration Policy

ARTICLE V of Summerwind Association Protective
Covenants and Restrictions – Limitation on Use of Lot

All exterior alterations and **repairs of any buildings or structures (including, but not limited to repainting) on the Property** and visible from the Common Area, public street or any other Lot must be approved by the Board of Directors of the Association, or by an Architectural Control Committee (ACC). Complete plans, materials, color and specifications of all such exterior alterations and repairs shall be submitted in duplicate to the ACC before construction, alteration or repair is commenced. Construction or repair shall not be commenced until written approval thereof is given by the ACC.

The ACC will review submittals, thirty days prior to proposed starting date, showing the nature and materials of the proposal together with detailed plans and other data requested by the ACC. In the event the ACC fails to approve or disapprove such design within thirty (30) days after said plans and specifications have been submitted, such approval will not be required.

The Owner shall be held solely responsible for the containment, removal and/or disposal of any hazardous substances that may contaminate said owner's property or any other property caused to be contaminated or devalued by said owner's actions. The Owner agrees that he/she will be responsible for all costs and expenses relating to the clean up of hazardous substances from his/her property or any other properties which become contaminated with hazardous substances as a result of the Owner's activities on his property.

In order to maintain the standards of the Summerwind community, it is required that a professional, licensed, bonded and insured contractor be utilized to perform all painting alterations and repairs in excess of \$500. Should the Owner perform any painting or repairs by him/herself, the Owner shall be held accountable to the same criteria as a licensed professional contractor. Approval of the finished product by the Board or the ACC is required at the completion of the project. Should the re-painting alteration or repairs not meet with the Board's approval, the Owner is responsible to make alterations until approved by the Board or ACC or the Board may authorize a professional contractor to complete the project at the Owners expense.

Any changes to or alterations from this policy may be appealed to the Summerwind Association Board of Directors at the next regularly scheduled meeting of the Board.

SUMMERWIND ARCHITECTURAL COMMITTEE

1. The Architectural Control Committee must approve all exterior alterations, improvements and repairs. All submissions must be in writing in care of REID Property Management LLC -by mail at PO Box 3823, Silverdale, WA 98383, or in person at 9564 Silverdale Way, Suite 200, Silverdale, WA. E-mail submission is also allowed at paul@reidpm.com.
2. Applicant should review the CC&R'S of Summerwind beginning on page 8, Article 5 through 5.1.8. (Attached for your convenience).
3. Request should include the following:
 - A. A drawing illustrating proposed work.
 - B. Description of work to be performed
 - 1.Proposal should indicate any changes or differences from what exists today.
 - C. Material list
 - D. Method of attachment
 - E. Contractor's License, bond, insurance and UBI #.
 - F. Copy of contract signed by all the building's owners, if applicable. All building owners must be consulted.
 - G. Time frame of proposal beginning to end.
4. The Architectural Control Committee has 30 days from submission to respond to Requests, so please apply in plenty of time before you want to start.

All questions may be directed to Paul Orr at REID Property Management or the Chairman of the Architectural Control Committee.

Sincerely,

Paul Orr
360-308-2232

repaired by that Owner, unless its damage or destruction was caused by the negligence or willful act of the adjacent Owner in which event the provisions of paragraph 4.3 shall apply.

4.3 Destruction by Fire or Other Casualty

If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owner thereafter makes use of the wall, he shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner to require the Owner whose negligence or willful act or omission caused the party wall to be destroyed or damaged to pay the entire cost of said repair.

4.4 Weatherproofing

Notwithstanding any other provision of this Article, an Owner whom, by his negligent or willful act, causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

4.5 Right to Contribution Runs with Land

The right of any Owner to contribution from any other Owner (and the obligation of any Owner for contribution) under this Article shall be appurtenant to the land and shall pass to each Owner's successors in title.

4.6 Arbitration

In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators. The arbitrators shall be persons with experience in the construction or real estate field and shall reside in Kitsap County, Washington. They shall make their decision based on the provisions of this Article, or if a particular situation is not covered by this Article, by the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions.

ARTICLE V

ARCHITECTURAL CONTROL, LIMITATION ON USE OF LOT

5.1 Construction and Exterior Alteration or Repair

5.1.1 All yard and landscaping and all buildings and structures (including, without limitation, concrete or masonry walls, rockeries, fences, swimming pools, if any, or other

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A. F. #: 94-11170020
REEL 0836 FR 2303

structures) to be constructed within the Property, and all exterior alterations and repairs (including, but not limited to, re-roofing or repainting) of any buildings or structures on the Property and visible from the Common Area, public street or any other Lot must be approved by the Board of Directors of the Association, or by an Architectural Control Committee (ACC) composed of three (3) or more representatives appointed by the Board; provided, until all Class B membership terminates, Declarant, at its option, may exercise all of the rights and powers of the Board under Section 5.1 including, without limitation, the appointment of members of the ACC. Complete plans and specifications of all such proposed buildings, structures, fences, walls and exterior alterations and repairs, showing the nature, kind, shape, height and materials of the proposal, together with detailed plans showing the proposed location of the same on the particular building site and other data requested by the ACC, shall be submitted to the ACC before construction, alteration or repair is commenced. Construction, alteration or repair shall not be commenced until written approval thereof is given by the ACC. Any exterior modifications in accordance with plans and specifications developed by the Declarant and filed with the Board of Directors at the time of transfer (pursuant to Article 8.2) will be deemed approved exterior modifications.

5.1.2 The ACC will review submittals as to the quality of workmanship and materials planned and for conformity and harmony of the external design with proposed or existing structures on neighborhood residential Lots or buildings sites, and as to location of the building with respect to topography, finish grade elevation and building setback restrictions.

5.1.3 In the event the ACC fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, such approval will not be required.

5.1.4 All plans and specifications for approval by the ACC must be submitted in duplicate, at least ten (10) days prior to the proposed construction or exterior alteration or repair starting date. The maximum height of any building shall be established by the ACC as part of the plan approval and shall be given in writing together with approval.

5.1.5 The ACC may require that said plans or specifications shall be prepared by an architect or a competent house-designer, approved by the ACC. One complete set of said plans and specifications shall in each case be delivered to and permanently left with the ACC. All buildings or structures shall be erected or constructed, and all exterior alterations or repairs made, by a contractor, house builder or other person or entity approved by the ACC.

REC. # 9411170020
REC. 0836 FR 2304

The ACC shall have the right to refuse to approve any design, plan or color for such improvements, construction, or exterior alteration or repair visible from a public street, Common Area or any other Lot which is not suitable or desirable, in the ACC's reasonable opinion, aesthetic or otherwise, in that it is not in harmony with other improvements or structures.

5.1.6 In so passing upon such design, the ACC shall have the right to take into consideration the suitability of the proposed building, structure or alteration, the material of which it is to be built, the exterior color scheme, the site upon which it is to be erected, the harmony thereof with the surroundings, and the effect or impairment that said building, structure or alteration will have on the view or outlook of surrounding building sites (it being the intent that all views be preserved to all practical degrees), and any and all factors, which, in the ACC's reasonable opinion, shall effect the desirability or suitability of such proposed structure, improvements, or exterior alteration or repair.

5.1.7 The ACC shall have the right to disapprove the design or installation of a swimming pool or any other recreational structure or equipment visible from the Common Area or any other Lot which is not suitable or desirable, in the ACC's reasonable opinion, aesthetic or otherwise. In so passing upon such design or proposed installation, the ACC shall have the right to take into consideration the visual impact of the structure and the noise impact of the related activities upon all of the properties located in close proximity to the proposed structure, pool or equipment. Any enclosure or cover used in connection with such a recreational structure or equipment, whether temporary, collapsible, seasonal, or whatever, shall be treated as a permanent structure for the purposes of these covenants, and shall be subject to all the conditions, restrictions, and requirements as set forth herein for all building structures.

5.1.8 The provisions of Section 5.1 shall not apply to Declarant, to the successors and assigns of Declarant's status as Declarant, or to builders who are approved by Declarant, provided that said construction shall be consistent with the quality required under Section 5.1.

5.2 Sales Facilities of Declarant

Notwithstanding any provision in this Declaration to the contrary, Declarant (its agents, employees and contractors) shall be permitted to maintain during the period of sale of Lots and/or Homes upon such portion of the Property (other than Lots sold by Declarant) as Declarant may choose, such facilities as in the sole opinion of the Declarant may be reasonably required, convenient or incidental to the construction, sale or rental of Lots and Homes, including but not limited to, a business office, storage area,