



## COMMUNITY RULES AND COVENANT ENFORCEMENT POLICY FOR

### REMINGTON HEIGHTS HOA MONROE, WASHINGTON

The Board of Directors of the Remington Heights Homeowners Association ("The Association") has set the following Rules for all Owners.

The Rules are designed to preserve the quality of life at Remington Heights HOA. These Rules may change as the Remington Heights HOA community grows and experience changes. They are intended to help the Remington Heights HOA stay a pleasant, inviting, and friendly community. Please check with the RH HOA Board of Directors if you have questions about these Rules. ([board@remingtonheightsmonroe.com](mailto:board@remingtonheightsmonroe.com))

These Rules are not a replacement for the Covenants (officially called the Declaration of Easement, Covenants, Conditions, and Restriction for the Plat of Remington Heights HOA (CC&R's), which you received when you purchased your home). These Rules are supplements to the restrictions listed in the Covenants, specifically; Article six (6) "Restrictions and Easements" and explain how the Covenants may affect you and your neighbors when you propose to do something at your home in Remington Heights HOA.

## COMMUNITY RULES

### 1. Landscaping:

The way your yard looks affects your neighbors as well as your own property. Everyone at Remington Heights HOA is asked to maintain their landscaping in good order.

- a) **What the Association is responsible for:** The Association takes care of the landscaping in the Common Areas.
- b) **What the Owners are responsible for:** You are responsible for watering and fertilizing your lawn areas. You must weed planting beds regularly and keep the plants trimmed and in good health. You must rake and clean leaves and storm debris within a reasonable time period. Sidewalks must be cleared of all lawn clippings/debris after mowing, or yard work is performed.
- c) You must apply to the Architectural Control Committee (ACC) for their approval before you make exterior changes; include a list of materials the project will require and an estimated start & finish dates. This pertains to, but it is not limited to, rockeries, ponds, fountains, large gardens, adding cement walkways, patios, retaining walls, and/or widening driveways.
- d) You can plant trees and shrubs and reshape your planting beds **without** ACC approval, as long as the plantings comply with the current criteria and/or the tree policy.
- e) All lawn and gardening equipment and supplies must be stored out of sight of neighboring properties.
- f) Backyards are expected to be maintained to the same standards as the front yards.

### 2. Common Area Use:

Common Areas, including parks and native growth protection areas are for the use of enjoyment of all owners at Remington Heights HOA. They are maintained by the association.

**Common area users are expected to:**

- a) **Pick up your trash:** There is no trash service for the Common Areas or trash receptacles so everyone must pick up their trash, especially pet waste.
- b) **Pets are to be leashed at ALL Times:** No one may allow animals to roam off-leash in Remington Heights HOA.
- c) **Activities limited in common area:** In consideration of neighbors, only quiet activities are allowed in the Common Areas during quiet hours (10 PM to 7 AM daily). Open fires are not permitted. You may not plant, prune or cut trees, shrubs or any other vegetation in the Common Area without written permission from the RH HOA Board of Directors. No personal items may be stored in the Common Areas.

**997 Park Area Rules: THIS PARK FOR REMINGTON HEIGHTS' RESIDENTS ONLY**

- a) Hours: 7am to Dusk, NO EXCEPTIONS!
- b) Play at your own risk.
- c) Children ages 12 and under **must** be accompanied by an adult at all times
- d) No alcohol
- e) Pets must be on leash, per Snohomish county leash law, 9.14.030
- f) Scoop your pets poop and take it home
- g) NO littering
- h) NO loitering
- i) Parking allowed only on park side of street.
- j) NO weapons or firearms
- k) NO loud music at any time
- l) DO NOT play on the electrical or phone vaults by the light pole

**3. Holiday Decorations:**

Those homeowners who wish to display Holiday decorations are encouraged to do so.

- a) Decorations may be installed/displayed thirty (30) days before the Holiday; and
- b) Must be removed thirty (30) days after the Holiday.

**4. Parking/Vehicles:**

Parking space is limited in Remington Heights HOA. See Section 6.19 & 6.23 of the Covenants for detailed parking restrictions.

**Clearance for safety vehicles must be a priority in our neighborhood at all times.**

- a) **Where you may park:** If the garage is being used to the extent for which it was designed, additional vehicles may be parked in the driveway, then on the street as permitted by county regulations. You may not park vehicles on the yard at any time. When parking in driveways, ensure that your vehicle does **NOT** obstruct the road or the sidewalk.
- b) **There is no parking of vehicles on the sidewalks.** When parked on the street, vehicles may only be parked in designated parking spaces-please follow all parking signs. Remember: Parking is only permitted on the street on the opposite side of the mailboxes. No parking signs are up all along the mailbox side of the street and in cul-de-sacs. There is no long term parking anywhere within the association boundaries.
- c) **Recreational Vehicles (RV's), boats:** Recreational vehicles, (including but not limited to; boats, boat trailers, house trailers, campers, motor homes, utility trailers, helicopters, etc...) and commercially licensed vehicles shall not be stored or permitted to remain on any lot for more than 48 hours, unless the vehicle can be stored wholly within the garage.
- d) **Commercial, inoperable or unsightly vehicles:** commercial vehicles, inoperable or unsightly vehicles shall not be stored on any lot in view of the streets within the development or the homes of other lot owners.

- e) **No motorized vehicles are allowed on the asphalt path around the golf course except for:** Motorized wheel chairs or scooters of any kind used for medical and/or physical reasons and any equipment authorized by the RH HOA Board of Directors for maintenance and/or emergency repair.

#### 5. Pets:

Pets are welcomed at Remington Heights HOA if they are well behaved and will not be a nuisance to others. All animals not confined in their yards must be on a leash. There are no off-leash areas in Remington Heights HOA. Loose dogs, barking dogs or other excessively noisy animals must be reported to the Snohomish County animal control. See Section 6.17 of the Covenants for detailed restrictions on pets. All kennels and dog enclosures must be approved by the ACC. If you walk your pets in the common areas of the associations it is also **RESPONSIBILITY TO IMMEDIATELY CLEAN UP AFTER YOUR PET**- take it home and dispose of it properly. This also includes ALL areas of the golf course.

#### 6. Signs:

Signs may not block streets or sidewalks. No signs whatsoever may be posted in any Common Area or on mailboxes. The RH HOA Board of Directors or their agents may remove any sign that violates this rule or other rules in the local jurisdiction.

- a) Only one sign no more than 24" x 24" advertising a home for sale may be posted in your yard with the exception of lots adjacent to the golf course. These lots may post a second 24" x 24" sign in their yards viewable from the golf course (Commonly accepted real estate signs are permissible).
- b) Hand-painted signs, or plastic signs with hand written words or numbers, are not permitted.
- c) For yard sales you are allowed to post one sign in your yard beginning three (3) days prior to your sale. All yard sale signs must be removed at the end of your last sale day.
- d) No business signs may be posted in your yard or visible from the street.
- e) During political campaigns, you may post up to three (3) signs on your property. Signs may be posted from thirty (30) days before an election and up to five (5) days after an election.
- f) Security and Block Watch signs are acceptable in your yard and windows.

#### 7. Unsightly Conditions or Nuisances:

For the benefit of everyone, the Association asks that all property owners be responsible for keeping their property clean and in good order. This includes removing all litter, trash, junk or other debris, and removing inappropriate, broken or damaged furniture, plants or other such items. You cannot attach overhead wires or strings to any building or property.

- a) You may not store items, including but not limited to; bicycles, toys, equipment, construction supplies or other items in the front or side yards of the property where it would be readily visible to passers-by.
- b) No vegetable gardens are permitted in the front yard.
- c) Trash receptacles, recycling bins, and yard waste bins may not be stored at the front face of the house. Trash receptacles may be left at the curb on collection day only. Please pick up any trash that may be left on the ground after the garbage has been collected.

#### 8. Quiet Hours:

Quiet hours at Remington Heights HOA are from 10:00 PM to 7:00 AM. Please be respectful of your neighbors.

#### 9. Business Activities:

Remington Heights HOA is a residential community. You may conduct business activities inside your home **ONLY** if:

- a) No one outside can tell there is a business operating INSIDE the home, whether by sight, sound, smell or frequency of visitors.
- b) The activity of the business conforms to all zoning requirements for Remington Height HOA.
- c) The business does not involve excessive visits to the home by clients, customers, suppliers or other business invitees.

- d) There will not be door-to-door solicitation of the homes in Remington Heights HOA. Business activity is consistent with the residential character of the Remington Heights HOA. The activity of the business cannot be a nuisance, a hazard or threaten the security and/or safety of others in the community.
- e) The homeowner is allowed 2 yard/moving sales a year without the RH HOA Board of Directors approval. Any other business activity, including more than the allowed yard/moving sale must be approved by the RH HOA Board of Directors. The RH HOA Board of Directors has the sole discretion to decide whether any proposed business violates these rules.

#### **10. Window and Porches:**

No windows may be covered with foil, sheets, newspapers or other such material. Security bars may be attached to the INSIDE of the windows only. No Security bars are permitted on the outside of doors or windows.

#### **11. Rentals:**

Rentals are limited to fifteen (15) homes at any time in Remington Heights HOA. See Section 6.41 of the First Amendment to the Covenants for details. All tenants are held to the same standards as the property owners. Property owners, and their tenants, are both subject to the Community Rules and Covenant Enforcement Policy. For more requirements, see amendment one (1) to rule number eleven (11).

#### **12. Voting Privileges:**

Each residential lot is entitled to one (1) vote. The owner of the Golf Course property is entitled to four (4) votes. These votes may not be divided.

- a) A homeowner of record may vote at any election. (Homeowner of record means....Your name must be on the deed recorded with the county).
- b) Any VOTE cast in person or by proxy will count toward quorum. A Proxy will be invalid if the owner shows up in person.
- c) The proxy may be revoked only by actual notice (in person) to the President of the Association or any other person presiding over the meeting if not the President.

#### **13. Taping of HOA Meetings:**

Any and all taping, video or audio will be done only by the RH HOA Board of Directors for the keeping accurate minutes of the meetings. The RH HOA Board retains all rights to the tapes.

## **ARCHITECTURAL POLICIES**

#### **1. Property improvements:**

The Architectural Control Committee ("ACC") must approve all changes to the outside of any home or property. See Section 6.4 of the Covenants for details. An Architectural Application must be submitted for review **before** any work or modification begins. Send completed applications to the ACC ([ACC@remingtonheightsmonroe.com](mailto:ACC@remingtonheightsmonroe.com)). These applications can be found on the website; ([remingtonheightsmonroe.com](http://remingtonheightsmonroe.com)). For example to make any of the following changes you need to file an ACC application.

- |                       |                        |                                     |
|-----------------------|------------------------|-------------------------------------|
| i. Fence              | ii. Shed               | iii. Carport and driveway extension |
| iv. Deck              | v. Patio               | vi. Impervious path or surface      |
| vii. Hot tub or spa*  | viii. Shutters         | ix. Change of paint color           |
| x. Dog run(s)         | xi. Addition           | xii. Play structure                 |
| xiii. Tree house      | xiv. Pool*             | xv. Major landscaping               |
| xvi. Wall             | xvii. Hedges and trees | xviii. Trellis, arbor or gazebo     |
| xix. Water feature(s) | xx. Satellite dish**   | xxi. Clearing, grading and filling  |
| xxii. Awning          | xxiii. Air conditioner | xxiv. Other buildings               |

\*See Pool & Hot Tub Policies for requirements

\*\* Over 24" in diameter

## **2. Fence Policy:**

Fences are not required, if you chose to build a fence, an application must be submitted to the ACC. You may only build approved fences along property lines. Wood fences can be left natural (as long as they are pressure washed to bring them back to the natural cedar color) or can be stained or finished with a clear sealer within three (3) months. Acceptable colors can be found at Rodda Paint or Sherwin-Williams: Rodda: (IS#02G3806) Rural Manor (½ clear, ½ Cedar semi-transparent), Sherwin-Williams (#SW-3513) Spice Chest Woodscape semi-transparent stain or clear.

You must apply to the ACC for approval at least one (1) month before you begin building **ANY** fence. Please notify your neighbors of your plans.

It is the responsibility of the homeowner to maintain their fence (i.e. wash, clean, and remove any discoloration) See section 6.12 of the CC&Rs.

### **I. General Rules**

- a. ACC Approval Required. No fence, wall or hedge may be erected or placed on any lot unless prior written approval has been obtained from the ACC. The design and color of any property line fence in Remington Heights HOA, whether visible to the other lots or not must be constructed and finished. Refer to the Standard Fence Policy.
- b. Setback and Height Limits. All fences must be set back a minimum of seven (7) feet from the front of the home and ten (10) feet from the side street for corner lots. Fences must be six (6) feet high, except for fences on lots adjoining the golf course. Fences on lots adjoining the golf course must be the heights specified in "Golf Course Lots" section below.
- c. Standard Fence Detail. The Remington Heights HOA standard fence is a solid cedar fence. This is required for all lots EXCEPT lots that adjoin the golf course. Exhibit A.
- d. Permits. All fences must comply with building codes and any other requirements of Snohomish County and any applicable local jurisdiction. Any owner who constructs a fence must obtain all necessary permits, and must call the Washington Utilities Coordinating Council (800.424.5555) before you dig.

### **II. Golf Course Lots**

Any owner of a lot that touches the golf course (a "Golf Course Lot") may install the following fences in the following locations only.

- a. Along the property line that adjoins the golf course, a five (5) foot high wrought iron, spear-pointed picket fence, according to the Standard Fence Policy, Exhibit B.
- b. Along all other property lines, a four (4) foot high cedar fence, of which the top foot must consist of lattice, according to the Standard Fence Policy. Exhibit C. An exception to this subsection (II) is permissible. When the next door neighbor of a Golf Course Lot installs a six (6) foot cedar fence, then the property line between the next door neighbor and the golf course lot need not be a four (4) foot high cedar fence.

### **Fences that Cross Septic Lines**

If a fence is proposed to be located over a Septic Transmission Line Easement shown on the Plat, then the Septic Manager also must approve the fence prior to installation, as required by Section 6.9 of the Covenants

## **3. Pool and Hot Tub Policy:**

This policy is intended for use when installing a pool and/or a hot tub on your property. Each homeowner is responsible for ensuring that all state and county requirements are met.

It is important to note that pool and/or hot tub waters MAY NOT be discharged into the septic system or storm drains. Approved methods for disposing of pool and hot tub water are: drain for irrigation or by use of an approved waste hauler.

**As defined by Snohomish County: Definition of a Swimming Pool** ~ Any structure intended for swimming, recreational bathing or wading that contains water OVER twenty-four (24) inches in depth.



**Application Requirements** ~ All requests for pools and/or hot tubs must be applied for and approved by the ACC. Applications must include detailed drawings of the pool and/or hot tub and any structure that the owner is planning to use to cover it, and the exact location on the property.

#### **General**

- a) Temporary pools will be allowed during the summer season: May 15<sup>th</sup> through September 15<sup>th</sup>.
- b) At all other times, temporary pools must be drained, taken down and stored in a location along with any temporary fencing, so that they are not visible from the street or from any of the adjoining properties.
- c) Fencing around temporary pools must be in compliance with any state or local codes. It is the homeowner's responsibility to seek the guidelines. ACC approval must be obtained.
- d) Permanent in-ground or above-ground pools, over 5000 gallons may be applied for and conditional approval can be granted by the ACC if it deems the request to be within Remington Heights HOA Rules and Policies, but the petitioner will not get final approval until a Snohomish County Building permit has been submitted to RH HOA Board of Directors.
- e) The ACC will review these applications on a case-by-case basis.

#### **Location**

- a) Pools and hot tubs should not be visible from the street whenever possible.
- b) Pools and hot tubs may not be closer than ten (10) feet to any septic tank or septic pumping location on the owner's property or any adjoining property.

#### **Procedures for maintaining**

- a) Monitoring; each homeowner who has a pool or hot tub is responsible for maintaining records of all testing, chlorine additions, and releasing of water on their property. Records shall be available when requested.
- b) Draining for irrigation.
- c) Prior to using the pool or hot tub water for irrigation, shut off the chlorination system if you have one or stop manually adding chlorine.
- d) Hold the water in the pool or hot tub for a minimum of 1 week. This will reduce the chlorine concentration to an acceptable level for discharge. You should not need to use any de-chlorination chemicals. Note: The maximum allowable amount of chlorine that can be discharged is equal to < .5 ppm.
- e) Use the water to irrigate an area where the water will not flow into a stream, storm drain or on an adjoining property. Slowly discharge water over several days.

#### **4. Tree and Hedge Policy:**

Yard trees and hedges of appropriate size are a wonderful addition to the neighborhood. The association encourages the planting of trees. However, trees planted too close to property lines can become a nuisance if they grow too large at maturity and tall hedges of trees can block light from adjoining properties.

- a) Views are not protected in this Association. However, trees and mass plantings are regulated to maintain a friendly, beautiful, and neighborly feel to the community.
- b) Trees proposed to be planted within ten (10) feet of any property line must be smaller trees, not to exceed twenty-five (25) feet tall at maturity and the canopy shall not extend past the homeowners property line at maturity. The National Arbor Day Foundations planting tips and tree size guide; ([arborday.org/trees/righttreeandplace/size.cfm](http://arborday.org/trees/righttreeandplace/size.cfm)) will be the official reference for tree size and maturity.
- c) Trees that will exceed twenty-five (25) feet tall at maturity may be planted elsewhere in the yard provided each tree is far enough away from any other tree so the branches of the trees will not intertwine at maturity. The amount of space between tree trunks will depend on the type of tree and width of its canopy; please see the national Arbor Day Foundation size guide for estimates. In other words, mass planting of trees is not permitted.
- d) Hedges on the property line are not allowed ~ they violate the fence policy. However, smaller hedges will be acceptable in the front yards if planted so they do not encroach into the neighboring property and are no taller than four and a half (4½) feet in height. Hedges no taller than six (6) feet are permitted in the back yards, but not at the property lines. However, they also may not encroach into neighboring properties.

## **5. Antennas and Satellite Dishes:**

You may install an antenna or satellite dish outside your home if it is no more than twenty-four (24) inches in diameter or diagonal measurements. Antennas should be as inconspicuous as is reasonable.

## **6. Driveway Extensions:**

Homeowners with two (2) car garages may apply to the ACC for small additions to the width of their driveways; each application will be looked at on a case by case basis, but the total addition will not be more than forty-eight (48) inches.

## **7. Solar Energy Panels:**

In accordance with RCW 64.38.055:

- a) Solar panels are permitted and must be applied for to the ACC, prior to any installation.
- b) Full details/plans must accompany all applications, including but not limited to: a list of materials, where it is being installed, the impact on the neighbors, and a start and completion date of installation.
- c) Homeowner is responsible for obtaining permits and complying with any and all state/local codes needed.

## **8. Adult Family Homes:**

In accordance with the RCW 64.38.060:

- a) Adult family homes are permitted as long as owner applies to the RH HOA Board of Directors prior to establishment.
- b) Owners must comply with ALL state and local regulations of an Adult Family home.

# **ENFORCEMENT OF COVENANTS AND RULES**

## **1. Voluntary Compliance:**

Remington Heights Homeowners are expected to voluntarily follow the Rules and be good neighbors. As a result, the RH HOA Board of Directors, or its agents, will not have to take enforcement action to restore compliance with any governing document of the Association.

## **2. Board Authority:**

Occasionally some Owners will fail to comply with the Rules and the Covenants, so something more is needed to bring them to compliance. This Enforcement Policy ("Policy") is meant to guide the RH HOA Board of Directors in acting to restore a homeowner's compliance with the Rules and Covenants through a process that is fair, efficient and effective.

The Covenants give the RH HOA Board of Directors or its designated agent, broad authority and a variety of tools to use in preserving and advancing the community-wide standards through enforcement of the governing documents. The RH HOA Board of Directors is authorized to create rules, regulations, procedures, and penalties, and may use their discretion to determine the manner in which enforcement is achieved.

The RH HOA Board of Directors has a variety of means to assure that everyone follows the rules, including:

- a) Impose a fine;
- b) Taking action to cure the violation and charging the Owner for the cost of the work;
- c) Charging the Owner for all legal fees incurred by the Association;
- d) Preventing a contractor, agent, or others from continuing work;
- e) Requiring an Owner to pay for the costs of removing the problem and restoring the condition of the property;
- f) Imposing a specific assessment or charge to cover the costs of repair;
- g) Filing a lien against the property;
- h) Filing a lawsuit to get a court order requiring compliance, as well as a judgment for all damages, attorney's fees, and costs incurred.

### **3. Enforcement:**

#### **a) Discretion of RH HOA Board of Directors:**

This Policy is a guideline for the RH HOA Board of Directors and the Owners, describing the typical way the RH HOA Board of Directors may maintain compliance with the Covenants and Rules. The RH HOA Board of Directors retains discretion to determine whether it will enforce against any violation, and the extent to which the Association will spend money, issue notices, impose fines or conduct hearings to seek compliance.

#### **b) Identifying a Possible Violation:**

Remington Heights HOA has primarily a complaint-based enforcement system. Possible violations may be identified by periodic inspections by the RH HOA Board of Directors, by an Owner's written complaint, or by other reasonably reliable means. The RH HOA Board of Directors has no obligation to perform inspections.

#### **c) Written Complaint:**

Owners are encouraged to take responsibility for the condition of the Association. Any Owner may bring a possible violation to the RH HOA Board of Director's attention through a written complaint, e-mailed, faxed or mailed to the RH HOA Board of Directors. The complaint must identify the property address or Owner, and must specifically describe the violation and date of the violation. Any homeowner filing a complaint against another homeowner must include your name and address on the violation.

### **Enforcement Procedures:**

#### **a) "Three step" Approach and Fine Schedule:**

The RH HOA Board of Directors may use a "three step" approach for handling violations, unless a violation constitutes a health or safety hazard in the RH HOA Board of Director's sole subjective determination. In that case, the RH HOA Board of Directors may impose a fine within seven (7) days after sending a notice, once steps one and two are completed.

##### **1) Step One: Written Notification to the Homeowner of the Violation. (First Notice)**

Upon any violation of the Rules and Regulations, CC&R's or Architectural Guidelines, a written notice shall be mailed by First Class USPS postal service, postage paid by the RH HOA Board of Directors, to the homeowner giving them notice of the violation and a date, which the RH HOA Board of Directors deems reasonable, in which to resolve the issue. Failure to comply could result in further notices and you could be fined.

##### **2) Step Two: Second Notice failure to comply, Fines could be incurred.**

At the RH HOA Board of Director's discretion, if the correction has not been made within the time specified in the FIRST NOTICE, or if a 2<sup>nd</sup> violation occurs, fines could be assessed (according to the schedule below) unless the violating homeowner has requested a hearing with the RH HOA Board of Directors. The RH HOA Board of Directors does not waive the option to send serious infractions directly to legal action if they deem it appropriate.

##### **3) Step Three: Third Notice; Additional Fines will be Incurred.**

Failure to abide by the Rules and Regulations, CC&R's or Architectural Guidelines may result in legal action being taken against the homeowner to force compliance.

#### **Fine Schedule:**

First Notice:	Written Notice
Second Notice:	\$150.00
Third Notice:	\$175.00

### **Hearing Request Procedure:**

Once a homeowner has received a notice of violation and is to be assessed a fine, the owner may request a hearing with the RH HOA Board of Directors. The request for a hearing with the RH HOA Board of Directors must be submitted in writing and received by the RH HOA Board of Directors within 10 calendar days of the SECOND VIOLATION NOTICE postmark on the envelope.



Fines will continue to be assessed at the \$175.00 level, every 30 days until compliance with the Rules and Regulations, CC&R's or Architectural Guidelines has been met.

In the event of a continuing violation, the RH HOA Board of Directors may, among other things, start legal actions: to enjoin any further violations, to collect any unpaid fines, to collect attorneys fees and costs and to seek any methods of relief which may be deemed appropriate.

Fines will continue to be assessed and levied, at the RH HOA Board of Director's discretion, during any pending legal actions against the homeowner in gaining compliance to the Rules and Regulations, CC&R's or Architectural Guidelines of the Remington Heights Homeowners' Association.

AT NO TIME DOES THE RH HOA BOARD OF DIRECTORS ABSOLVE THE HOMEOWNER FROM COMPLIANCE OR OF FINES ASSESSED.

Fines are not an exclusive remedy. The RH HOA Board of Directors may resort to other remedies in addition to, or instead of, fines. Fines become special assessments, which may be collected as described in the Covenants. Paying a fine does not relieve a person from the responsibility to cure a violation.

**b) Stop Work Order:**

In addition to imposing a fine, if appropriate based upon the nature of the violation, the RH HOA Board of Directors may issue a Stop Work Order to any person engaged in an unauthorized activity. An unauthorized activity is any activity which requires the prior written approval of the RH HOA Board of Directors or the ACC, which has not received prior written approval. A Stop Work Order shall:

- 1) Identify the property's address;
- 2) Describe the unauthorized activity.
- 3) Identify the specific prior approval requirement being violated;
- 4) State that the unauthorized activity shall immediately cease, and describe any additional sanctions to be imposed;
- 5) State that the delivery of the Stop Work Order serves as a determination that a violation has occurred;
- 6) State that this determination is final unless it is appealed to the RH HOA Board of Directors, in writing, within ten (10) days of the date that the Stop Work Order was issued; and
- 7) State that failure to immediately comply with the terms of the Stop Work Order will cause a \$350 fine to be imposed and that for each week thereafter in which non compliance with the Stop Work Order takes place, a separate \$350 fine will be imposed and/or legal action may be taken.

**4) Paying Assessments Policy:**

- a) Assessments are due on the 1<sup>st</sup> day of every month. Made payable to Remington Heights HOA; and submit your assessments to the address on your coupon book that has been provided to all homeowners.
- b) Assessments are considered late if not paid by the fifteenth (15<sup>th</sup>) day of every month. And your account may be subject to a \$10 late charge. In addition, the RH HOA Board of Directors may charge interest.

**5. Collection of Delinquent Accounts Policy:**

1. Between the 15<sup>th</sup> and 30<sup>th</sup> day the assessments are past due. The homeowner will be sent a statement, which will include a \$10 late charge. (**Notice #1**)
2. On the 45<sup>th</sup> day (15 days after the statement) the assessment is delinquent; the Homeowner will be sent a letter (**Notice #2**) stating that fines will be assessed to the delinquent account and any future COLLECTION charges will be the responsibility of the homeowner. (These fines could include but not limited to; interest, intent to lien fee, lien fees, attorney & court costs). This letter will also advise the homeowner, this is their opportunity to request a hearing before the RH HOA Board of Directors to make payment arrangements or to present their circumstance as to why they have fallen behind with their payment. The homeowner has ten (10) days to schedule a meeting with the RH HOA Board of Directors. (Making sure they understand that requesting and holding the meeting does not absolve the Homeowner of their responsibility for paying the assessment).

3. On the 55<sup>th</sup> day (10 days after the 2<sup>nd</sup> notice) an account is delinquent, a meeting will be held with or without the presence of the Homeowner.
  - a. If the Homeowner responds and schedules the meeting, the RH HOA Board of Directors will hold the meeting. If there are extenuating circumstances, the fines may be forgiven, and a repayment plan may be established to pay back the delinquent assessment amounts. The Homeowner must remain current on their monthly assessments while they are on a repayment plan.
  - b. If the Homeowner does not request a meeting with the RH HOA Board of Directors or does not show up for their scheduled meeting, the RH HOA Board of Directors will hold the meeting anyway and record the owner did not show up or did not respond to the RH HOA Board of Directors request for a meeting. The collection procedures will continue.
4. After the meeting, send another delinquent notice, by certified mail, with the explanation that the assessments and fines are due. (**Notice #3**) (This notice will include interest and intent to lien fees).
5. If no response within seven (7) days after the third notice was sent by certified mail, send a final notice (**Notice #4**) (which will include the lien fees) to the Homeowner and send account to collections. The homeowner must pay all collection costs. The attorney will be instructed at this point to file a lien and a personal money judgment.

## RH HOA Community Rules and Regulations

Revised and Adopted: **March 19, 2013**

By: Remington Heights HOA Board of Directors



Stephanie Gilles; President



Melinda Moulaison; VP/Treasurer



David Chabinsky; VP/Secretary

# **EXHIBIT A**

## **STANDARD FENCE DETAIL**

**FOR**

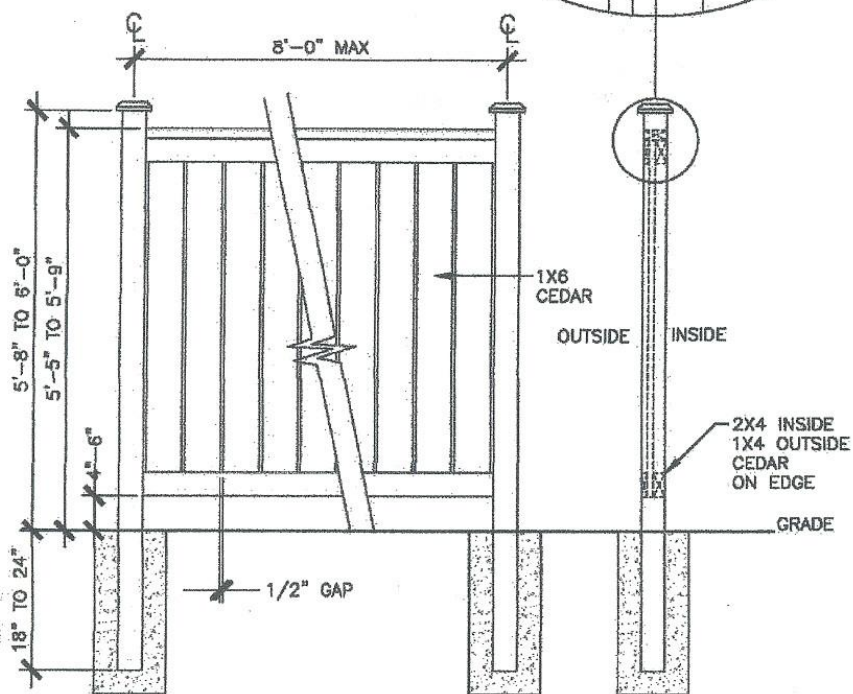
### **REMINGTON HEIGHTS HOMEOWNERS ASSOCIATION**

Stain Specs: Fence to be left natural or stained Rodda Paint – IS# 02G3806 Rural Manor (½ cedar; ½ clear) semi-transparent. Sherman-Williams - #SW-3513 Spice Chest Woodscape; semi-transparent stain or clear.

RH HOA RULES rev 3.19.2013

Diagram illustrating the components of a post-and-rail fence cross-section:

- POST CAP
- 2X4 CEDAR TOP RAIL
- 1X4 CEDAR
- 2X4 HEM FIR OR CEDAR
- 4X4 TREATED POST
- 1X6 CEDAR
- 4X4 TREATED POST
- 2" GAP



SECTION VIEW

## 1

Community Rules and Covenant Enforcement Policy; Rev 06.19.08



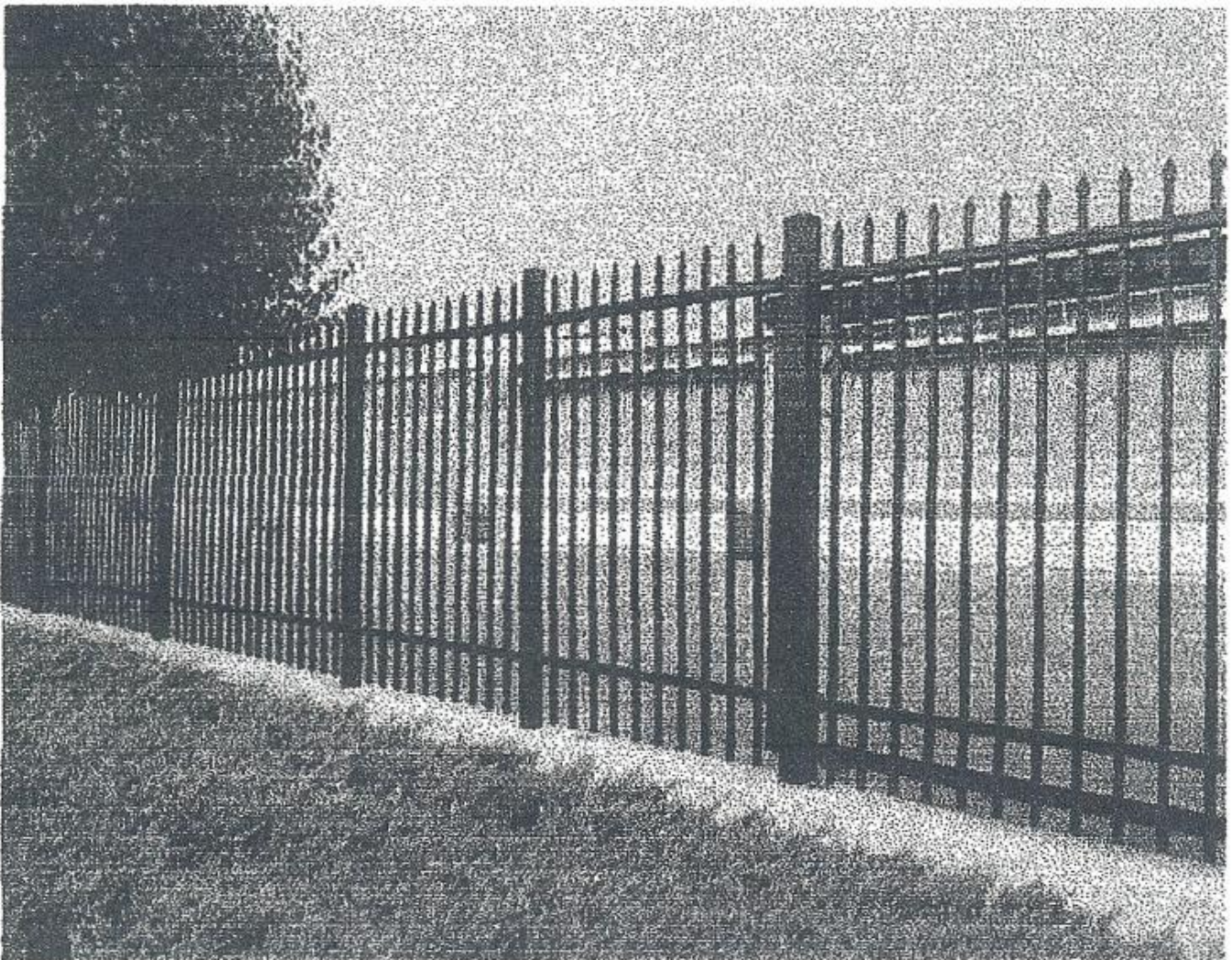
## **EXHIBIT B**

### **GOLF COURSE BOUNDARY FENCE DETAIL**

**FOR**

### **REMINGTON HEIGHTS HOMEOWNERS ASSOCIATION**

Fences located along the property line adjoining the golf course must be either an Ameristar Classic design 5 foot high brown wrought iron, spear-pointed picket fence, or an equivalent fence, according to the picture below:





# **EXHIBIT C**

## **GOLF COURSE SIDE YARD FENCE DETAIL**

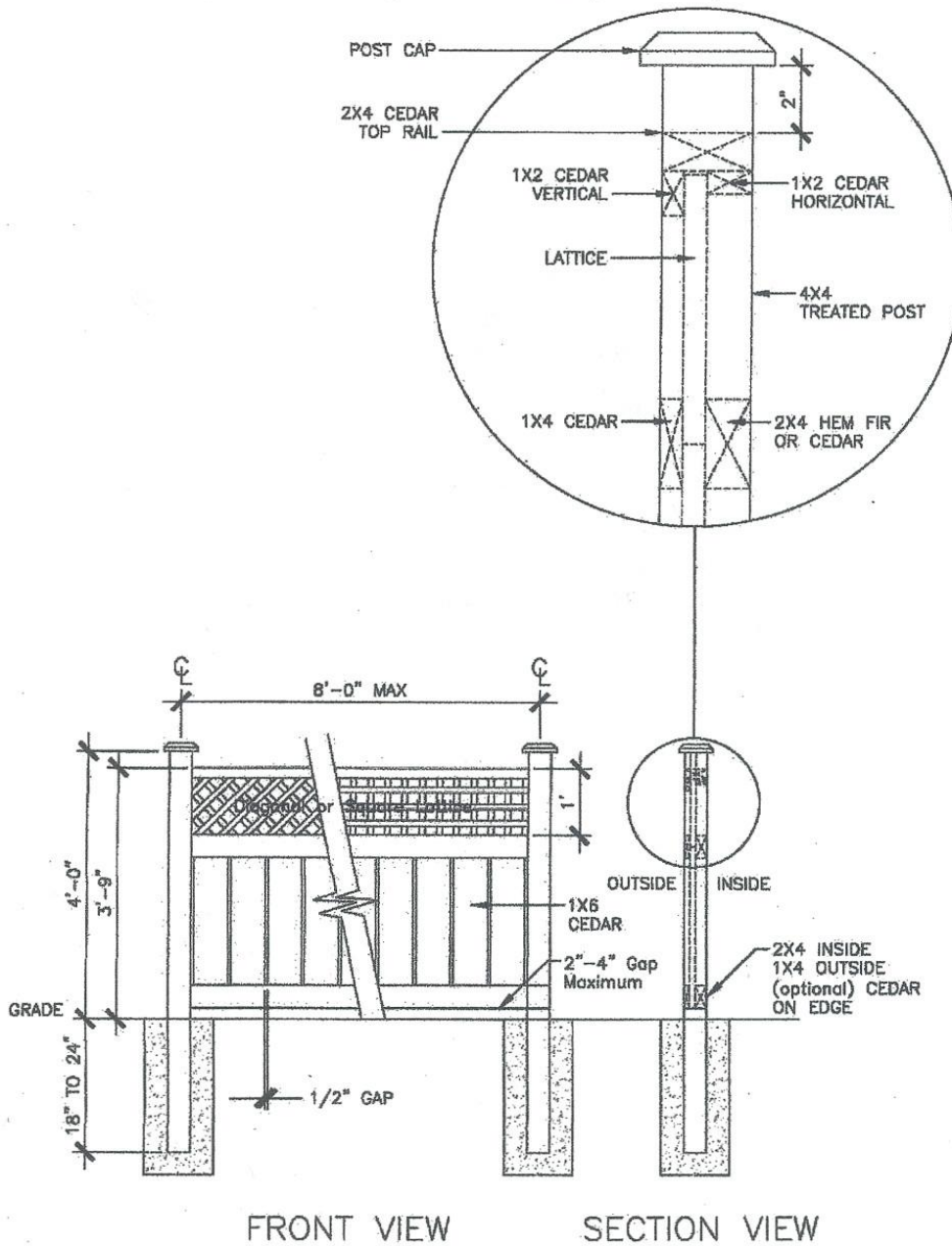
**FOR**

### **REMINGTON HEIGHTS HOMEOWNERS ASSOCIATION**

Stain Specs: Fence to be left natural or stained Rodda Paint – IS# 02G3806 Rural Manor (½ cedar; ½ clear) semi-transparent. Sherman-Williams - #SW-3513 Spice Chest Woodscape; semi-transparent stain or clear.

RH HOA RULES rev 3.19.2013

# EXHIBIT C Lattice Top Fence Detail (Four-foot)



2

## LATTICE TOP FENCE DETAIL

SCALE = N.T.S.

Community Rules and Covenant Enforcement Policy; Rev 06.19.08