

Poulsbo Place II Owners Association
Rules and Regulations

Approved by the Poulsbo Place II Owners Association Board

July 18, 2017

These Rules and Regulation supersede those previously issued in January, 2017

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I. Introduction

The Poulsbo Place II Owners Association, of which every homeowner is a member, was established to preserve and enhance the resources of Poulsbo Place II. The Association is charged with ensuring the preservation of the open spaces as well as the residence and landscaping design qualities, uniformity and compatibility. All of these important components make Poulsbo Place II a desirable community in which to live.

The Covenants, Conditions, Restrictions & Reservations (CC&R's) are a part of every deed to property within Poulsbo Place II. Each property owner receives a copy at closing. They grant to the Association Board of Directors (Board) the legal authority to develop and implement Rules and Regulations to ensure compliance with and enforcement of all policies and guidelines set forth to maintain the community standards and preserve the vision of the community (see Section 7.1 of the CC&Rs).

This document is designed to assist the members of the Association in complying with the CC&Rs, the *Bylaws of the Poulsbo Place II Owners Association* (Bylaws) and other documents approved by the Board relating to compliance with and enforcement of community standards.

This information may be periodically revised by the Board to ensure fair, equal and reasonable procedures for addressing community or individual concerns submitted to the Association. These rules and regulations have the same force and effect as the CC&Rs, the Bylaws and other Association-adopted documents.

All official documents will be maintained by the Board and available on the community website.

All correspondence to the Board should be sent to P.O. Box 1601, Poulsbo, WA 98370 or poulsboplaceiiboard@gmail.com or through the community website poulsboplace2.org.

II. Rules and Regulations

The following are rules and regulations that have been adopted by the Board per Section 7.1 of the CC&Rs.

A. General

Poulsbo Place II shall be used only for residential, recreational, and related purposes consistent with the CC&Rs. Except as specifically provided in this document, Units shall be used for single-family residential purposes only (along with those business activities allowed in Section II.F.4).

B. Exemptions or Variances

Requests for variances or exemptions must be made in writing; the Board will respond in writing with its decision. It is the owner's responsibility to maintain a copy of the written approval. Note that this exemption is not transferable to a subsequent owner. The Board will also maintain a copy of the approval and has the right to revoke or amend any exemption or variance granted for any reason at any time.

C. Vehicles

1. Unauthorized Vehicles

Owners, tenants or guests may not park vehicles or equipment, recreational vehicles (RV), motorcycles, golf carts, boats and other watercraft, trailers, stored vehicles or inoperable vehicles anywhere in Poulsbo Place II except in enclosed garages or as specified below in Section 3.a. Construction, service, moving and delivery vehicles are exempt from this provision for such period of time as is reasonably necessary to provide services or deliveries to a Unit or Common Area. Parking of RVs in marked spaces or driveways for the purposes of unloading/loading is allowed for up to 48 hours. Under no circumstances will RVs be occupied while parked in Poulsbo Place II. Motorized vehicles may not be operated on paths or trails within Poulsbo Place II. Additionally, riding of scooters, skateboards, bicycles and other wheeled recreational vehicles in these areas is prohibited.

2. Vehicle Condition

All vehicles parked within Poulsbo Place II shall bear current and valid license plates and tabs. Vehicles must be in running condition and capable of movement at all times. Parking or storing of vehicles within Poulsbo Place II with car tarps or covers is not allowed.

3. Parking and Traffic Direction

a) Twenty-two foot easements

All twenty-two (22) foot wide easements such as Scoter Lane NE and Willet Lane NE are private roads and are designated fire lanes. Parking on, or blocking any part of a fire lane is prohibited at all times. Vehicles may be parked on driveways as long as they do not block or encroach on any portion of a fire lane, pavement apron or sidewalk.

b) Fifteen foot easements

All fifteen (15) foot wide easements such as the paved easement behind the houses on Jensen Way NE are designated as private access/utility easements. These are designated as one-way in the northbound direction. No parking is permitted within the easement. Vehicles may be parked on driveways as long as they do not block or encroach on any portion of the easement.

4. Enforcement

The Board will tow, **at owner's expense**, any vehicle that does not comply with these requirements. In addition to fines being levied by the Board for violations of these rules (see Section III.C.1), the City of Poulsbo may also cite violators and/or tow vehicles in violation of regulations pertaining to city streets.

D. Animals

1. Number

Owners are allowed two pets (dogs and/or cats). Raising, breeding or keeping animals, livestock, or poultry of any kind is prohibited.

2. Behavior

The Board may request removal of any animal that is permitted to roam free, make objectionable noise, endanger the health or safety of others, or constitute a nuisance (e.g., aggressive behavior, barking, running loose, other objectionable activity, or inconvenience to the occupants of other Units). If the pet owner fails to honor such request, the Board may remove the pet at the owner's expense. Dogs shall be kept under an owner's control whenever outside the house. Dogs shall not be left outside unattended. Pets shall be registered, licensed and inoculated as required by law.

3. Waste Removal

Pet owners shall be responsible for any and all actions of their pets. The owner is responsible for cleaning up all waste from their pets **at the time of occurrence**, including waste on their own property. Homeowners who do not pick up after their pets may be fined (see Section III.C.2).

4. Aggressive Dogs

Residents who experience aggressive dogs need to notify Kitsap County Animal Control and notify the Board in writing of the circumstances of the incident.

E. Nuisances

Owners, tenants or guests may not conduct any activity which emits foul or noxious odors outside the Unit or creates noise or other conditions which disturb the peace or threaten the safety of the occupants of other Units. Pursuit of hobbies or other activities that cause an unclean, unhealthy or untidy condition to exist outside residences is prohibited. Noxious or offensive plants, animals, devices or activities which in the Board's determination may cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Areas or to the occupants of other Units are not allowed. Specific prohibited nuisances are listed below, but this does not constitute an exhaustive listing of activities covered under this section.

1. Outside Burning

Burning of trash, leaves, debris or other materials is prohibited.

2. Noise

Owners, tenants or guests shall not use any sound equipment, musical instruments or any vehicle or other device that **are audible to occupants of other Units**. The only exception is security system alarms. Quiet hours are from 10:00 p.m. to 8:00 a.m. seven days a week. Major construction and remodeling activities shall be carried on only between 8:00 a.m. and 6:00 p.m. on weekdays, excluding holidays, unless the Board has granted prior approval for performing such activities on weekends.

3. Fireworks

Discharge of firecrackers or other fireworks within Poulsbo Place II is prohibited.

4. Dumping

Dumping of anything of any quantity within Poulsbo Place II is prohibited. This does not apply to landscaping debris left for pickup by landscape contractor. Violators may be fined per Section III.C.3.

5. Hazardous Chemicals

Hazardous chemicals or substances must be stored, used and disposed of in a manner which prevents them from getting into the environment, including soil, streets, storm drains and sewer systems.

6. Trash and Yard Waste

All trash, garbage, recyclables and yard waste shall be kept in suitable containers, and shall be stored inside a Unit or garage except on collection days. Containers may not be stored on porches, decks, patios, and driveways or in the yard of any Unit at any time. Containers may be placed outside no earlier than the evening prior to collection day and must be returned to storage no later than the evening of collection day.

7. Weapons

The discharge of firearms and other weapons is unlawful and prohibited anywhere within Poulsbo Place II. This includes, but is not limited to, handguns, rifles, pellet guns, air rifles, BB guns, paint guns and archery equipment.

F. Property Use

1. Timesharing

Owners and tenants may not use any Unit for operation of a timesharing, fraction-sharing, or similar program whereby the right to exclusive use of the Unit rotates among participants in the program on a fixed or floating time schedule over a period of years.

2. Commune and Rooming House

Units may not be used to house occupants in separate rooms or apartments within the Unit or occupy the Unit in a communal-type arrangement.

3. Garage or Other Sales

Garage, rummage and other similar sales are prohibited within Poulsbo Place II, except for community garage sales either approved by the board or sponsored by an approved committee.

4. Trade or Business

Owner or tenants may operate a business in a Unit if they meet the following requirements:

- Existence or operation of the business activity is reasonable and is not apparent or detectable by sight, sound, or smell from outside the Unit.
- The business activity does not involve excessive, regular visits to the Unit by clients, customers, suppliers, or other business invitees.
- The business activity is consistent with the residential character of Poulsbo Place II and does not threaten the security of other owners, tenants or guests.
- The business activity conforms to all rules and regulations applicable to the Unit.
- The business does not engage in door-to-door solicitation within Poulsbo Place II.

5. Garages

No garage shall be converted to finished space for residential use such as an apartment or other integral part of the living area. No garage doors shall be removed or otherwise converted into a permanent, non-movable wall. Garage doors will be kept closed at all times except when vehicles enter or exit or for brief, temporary or incidental purposes.

6. Leasing of Units

Owners are allowed to lease any Unit within Poulsbo Place II. However, the term of the lease cannot be less than 3 months. All leases shall be in writing and a copy provided to the Board within 10 days of execution of the lease; in addition, the owner must provide the Board with a completed Rental Notification Form (available on the website). The Owner must provide the tenant with copies of the CC&Rs and Rules and Regulations or direct the tenant to the website for copies of the documents. Landlords are required to ensure tenants comply with all provisions contained in these documents. The Board has the right to terminate a lease, after 7 days notice, if the tenant or owner fails to comply with these provisions.

7. Sale of Units

Homeowners are allowed to sell any Unit within Poulsbo Place II. Notice of any sale, name and contact information for purchaser shall be given to the Board by the seller or their agent 14 days prior to closing. The seller or their agent must provide the purchaser with copies of the CC&Rs, Bylaws, Rules and Regulations, and any other Association approved documents.

G. Exteriors

1. Common Areas

Construction, erection, or placement of anything, permanently or temporarily in Common Areas beyond the individual plat lines is prohibited without prior written approval of the Poulsbo Place II Board.

2. Exterior Construction

Construction, erection, or placement of any permanent structure on the outside portions of a house (to include decks, porches, patios and yards) is prohibited without prior written approval of the Poulsbo Place II Board.

3. Prohibited Items

Outdoor areas are not to be used as storage. Certain items are prohibited outside. The Board has the right to require removal of any item found to be unsafe, offensive, inappropriate or otherwise in conflict with the CC&Rs and the Rules and Regulations. Examples of prohibited items include, but are not limited to:

- Clotheslines, drying racks, shoe racks and hanging laundry
- Garbage cans and recycling bins (except on collection day)
- Furniture other than that meant for patio/outdoor use
- Watercraft of any kind
- Sports and play equipment
- Swimming pools
- Excessive decorative items including flower pots
- Permanent or portable fire pits or fireplaces
- Dog runs or animal pens
- Gardening equipment including empty flower pots
- Seasonal lighting except as it meets the requirements of Section II.G.12
- Window mounted air conditioning units that protrude from exterior walls

4. Permitted Items

The following are the only items allowed on decks, porches, patios and yards without approval of the Board:

- Lawn and garden furniture in use and good repair
- Flower pots with living plants
- Gas, charcoal and electric BBQ grills (back porches and upper decks only)
- Hot tubs (upper garage decks only)
- American flags (see Section II.G.13)

5. Exterior Maintenance

Failure to maintain the condition of the Unit will result in action by the Board. Structures, equipment or other items on the exterior portions of a Unit that are rusty, dilapidated or otherwise fallen into disrepair are prohibited. If the homeowner doesn't remove or repair the

item, the Board, after 30 days' notice and opportunity for a hearing, may have the work done at the homeowner's expense.

Owners are required to prune plants or trees on their home's property so that they are not in contact with the exterior of any home including a neighboring home. Plants adjacent to City sidewalks must be trimmed so that they do not protrude over the sidewalk.

6. Exterior Colors

All exterior trim and fencing is to be white; wood surfaces are to be painted bright white (no tint). Repainting of exterior siding and doors is to be done with the same color as the original unless prior written approval is granted by the Board.

7. Antennas and Dishes

Standard TV antennas and satellite dishes one meter (approx. 39 inches) in diameter or less are allowed in Poulsbo Place II, per FCC regulations, with pre-approval of the Board. In general, dishes and antennas must be located on the rear of the house, out of sight from other owners and tenants.

8. Signs

Except as specifically provided below, no signs, including but not limited to pictures, posters or decals of any kind shall be displayed on or from any Unit, yard, window or from the Common Areas (including mailboxes) and facilities of Poulsbo Place II. The Board has the right to remove any signs that violate these rules.

- a. Signs used to declare that the Unit has an alarm or home protection monitoring services are allowed.
- b. Real estate signs that comply with the following requirements are allowed:
 - Must be professionally manufactured
 - A single sign, a maximum of 24" x 24" in size, hung from an upside down "L" shaped hanger (1 flyer box is allowed)
 - For Sale or Lease/Rent by owner signs must have a white background with black or blue lettering, with only the words "FOR SALE" or "FOR LEASE" and the name and phone number of a contact person
 - Installed on the homeowner's property, with no flags, balloons or other product intended to call attention to the sign
 - Directional arrow signs, less than 6" tall by 18" long, 2 per listing, per real estate company, maximum
- c. Political signs may be installed on a Unit for a primary or general election, subject to the following restrictions:
 - Signs must be no larger than 24"x36", professionally manufactured and mounted on a single wooden stake
 - There may be only one sign per candidate or issue per Unit

- Signs must be placed in the homeowner’s front yard only. Placement of signs on houses, porches, decks or in windows is prohibited
 - No signs may be placed in Common Areas
 - Signs may not be installed more than 30 days prior to an election and must be removed within 5 days following the election
- d. Association-owned signs will be allowed at the Boards discretion. Removal, alteration or damage of any Association-signs is prohibited. In the event removal, alteration or damage occurs to Association-owned signs, the perpetrator may be assessed the cost of repair or replacement of the sign. Fines may also be assessed per Section III.C.4.

9. Window Coverings

Window coverings must have a neutral appearance to the outside of the house. Use of sheets is prohibited. Temporary coverings are not permitted after the first 30 days of occupancy.

10. Solar Shades

Shades and awnings for solar screening are permitted with Board approval. Shades must be rolled up and secured when not needed for solar screening.

11. Unauthorized Landscape Modifications

Owners and tenants may not trim, prune or remove any portion of a tree, shrub, or other landscaping feature that is located on another Unit or Common Area because it obstructs or interferes with a view. No trees, shrubbery, plants, or greenery installed and maintained by the Association that are on Common Area shall be cut, pruned or tampered with in any way without permission of the Board. Owners causing any damage to existing landscaping and or buildings may be responsible for the cost of repair and replacement.

12. Exterior Decorations

Seasonal items may not be installed earlier than 30 days prior to the holiday and must be removed within 14 days after the holiday. The Board has the right to limit any decorations and require removal.

13. Flags and Banners

- Display of the American Flag – Owners and Tenants may display a single American Flag in accordance with the US Flag Code (Title 4, Chapter 1 of the U.S. Code). Flags can be no larger than 36”x54” and must be affixed to the dwelling. Free-standing flagpoles are prohibited within Poulsbo Place II. Additional American Flags used as part of a holiday display are allowed, but must comply with the requirements of Section II.G.12.
- Other flags and banners – No flags and banners (other than American flags) may be displayed within Poulsbo Place II except as a part of a holiday display (which must comply with the requirements of Section II.G.12). A single seasonal flag no larger than 2’x3’ may be displayed for up to four months within a year.

III. Complaints and Fines

A. Complaint Procedure

The Board has established a complaint procedure designed to handle Association member concerns regarding violations of the CC&Rs and Rules and Regulations in a timely and efficient manner. **While homeowners are encouraged to resolve problems between themselves whenever possible**, in the event a complaint must be filed, the following procedure will be used:

- Submit your complaint by mail or email to the board (see Section I).
- Include your name, address, and a contact number and/or email address. Describe the Rules or Landscape issue in detail, including who, what, when, where and why. Ensure that your narrative is clear enough to give a reader with no prior knowledge of the situation a complete understanding of the problem. Cite the CC&R or Rule/Regulation from this document if possible.
- When the board receives a complaint, it will be acknowledged by phone or email within 7 days.
- If the Board concurs that a violation is occurring, the owner will be notified in writing and requested to come into compliance within 7 calendar days. If a Unit is being leased, it is the owner's responsibility to ensure that their tenants comply with the Association's Rules and Regulations.
- After 7 days from the first notice, if the violation continues, a second notice will be sent, via email or certified mail, to the owner (with a copy to the tenant, if applicable) outlining the violation, requesting immediate compliance with the standard, and advising that a hearing may be requested before the Board should the owner feel circumstances warrant this course of action. The hearing must be requested within 7 days of receipt of the second notice.
- If, after the hearing, the Board still finds a violation exists, or if no hearing is requested and the violation continues beyond 14 calendar days after receipt by the homeowner of the second notice, the Board may impose a fine. Any fine(s) shall become a lien in favor of the Association and against the lot or Unit in question, arising in the same manner as liens under Section 9.1 of the CC&Rs.
- In the event of a continuing violation, which results in the assessment of more than 90 calendar days of fines, the Board may initiate legal proceedings to halt further violations and to collect any unpaid fines. Fines may continue to be assessed during any such legal proceedings.

B. Board Hearings

If a hearing is requested by an owner, it will be scheduled for a closed session at the next regularly scheduled Board meeting. If the next meeting is over 14 business days away, the Board

will make a concerted effort to schedule a special meeting. The decision of the Board will be final, though the owner will have the right to pursue legal action at their own expense. However, such legal action will not prohibit the Board from continuing to assess fines. The Association is entitled to collect reasonable attorney's fees and costs incurred in any legal action.

C. Fines

Fines will be billed and collected in the same manner as Association regular assessments. The owner's voting and any other privileges will be suspended until such time as the fine is paid in full.

The following fines will be assessed for non-compliance with the Rules and Regulations of the Association:

1. Parking Fines

- If a vehicle is blocking and/or encroaching a fire lane in any way, the police department will be notified for immediate action.
- For other parking offenses, a warning is issued on the first offense.
- The vehicle will be towed (at owner's expense), if not moved, for the second offense.
- A fine of \$100, in addition to towing, will be assessed for the third and subsequent offenses.

2. Animal Waste Fines

- A warning is issued on the first offense.
- A \$100 fine is levied on the second offense.
- The fine for the third offense is \$150.
- The fine for each subsequent offense beyond the third is \$200.

3. Dumping Fines

- A \$100 fine will be levied against any homeowner found dumping debris of any kind on Poulso Place II property on the first offense.
- A \$250 fine will be charged on the second offense.
- A \$500 fine will be charged on the third and each consecutive offense.
- In addition to any fine, the homeowner will be responsible for the cost of removing the debris.

4. General Fines

These fines will be levied for violations other than those listed in Sections III.C.1 through III.C.3:

- Fines may be levied daily, and will be \$25 for each day the violation continues, for the first 30 days.
- After 30 days, the fine will increase to \$30 per day.

IV. Poulsbo Place II Collection Policy

Because the Association is responsible for managing, maintaining and repairing the Common Areas, timely payment of assessments is extremely important to the operations of the Association. Failure to pay assessments when they are due creates a cash-flow problem for the Association and disrupts operations. As a result, the Board has adopted the following policies for the collection of delinquent assessments which shall be implemented on behalf of the Poulsbo Place II Owners Association Board of Directors as authorized in the CC&R's Section 9:

A. Regular Assessments

Regular assessments are due and payable on or before the first day of each month, and shall be considered late after the close of business hours on the last business day of the month.

B. Late Charges and Interest

A late charge of thirty dollars (\$30) will be applied if payment in full is not received by the Association by the close of business hours on the last business day of the month. Delinquent assessments will be charged interest at a rate of 12% per annum.

C. Costs/Attorney's Fees Incurred in Collection

The Association is entitled to collect reasonable attorney's fees and costs incurred in collecting delinquent assessments, whether incurred in the event of a lawsuit or other proceedings, such as non-judicial foreclosure. These fees will be added to the Owner's account and the Owner is responsible to pay same.

D. Returned Checks

Any check returned due to insufficient funds shall result in the imposition of a thirty-dollar (\$30) handling charge, in addition to any bank charges by the Association's bank, on the Owner's account.

E. Repeated Returned Checks

If the Association receives more than two (2) NSF checks from any one Owner during any twelve (12) month period, the Association shall have the right to require payment solely by cash, money order or cashier's check.

F. Application of Payments on Delinquent Assessments

Payments received on delinquent assessments will be applied first to the principal owed, and then applied to interest, late charges, collection expenses, administration fees, attorneys' charges, reimbursement assessments, and any other amount due to the Association in connection with collection of delinquencies.

G. Pay or Lien Letter

Any Owner that is delinquent in the payment of his or her assessments will receive, by certified mail, a pay or lien letter. The letter will set forth an itemized statement of the amounts owed including the calculation of late charges, attorney's fees and costs, and a copy of this Collection Policy. The owner will receive the same when 60 days past due with the above-mentioned charges and documentation. Upon being 90 days past due the delinquent Owner will be given fifteen (15) days to bring his **or her account current or the Association will file a Notice of Delinquent Assessment / Lien.**

H. Assessment Lien

If the delinquent owner does not bring his or her account current within the deadline set forth in the Pay or Lien Letter, the Association will record with the County Recorder's Office a Notice of Delinquent Assessment/Lien which sets forth the amount of delinquent assessment and other sums levied, such as late charges, costs and reasonable attorney's fees, a legal description of the property, the name of the owner of record, and name and address of the Trustee authorized to enforce the lien by sale. The recording of this Notice creates a lien on the Owner's home, which is subject to foreclosure. A copy of the lien will be mailed to the owner within ten (10) calendar days after recording. Upon satisfaction of all assessments, fees & charges, the lien will be removed (at owner's expense).

I. Suspension of Privileges and Voting Rights

The Board may suspend the voting rights of any owner who is more than sixty (60) days delinquent in paying any assessment. Voting rights will remain suspended until the delinquency, including any accumulated penalties, interest and costs of collection, has been paid in full.

J. Additional Remedies

The remedies described above are in addition to and not in substitution of any other rights and remedies the Association may have.

K. Foreclosure

Pending the Board's decision, thirty (30) days following recording of the lien, foreclosure will begin. In lieu of foreclosure, or concurrently, a lawsuit may be filed against the owner personally if the Board concludes such action is in the best interests of the Association. If a lawsuit or foreclosure action is initiated by the Association to recover assessments, the Association is entitled to recover not only the amount in default but also reasonable costs of collection, including title company charges and attorney fees as provided for by statute as well as the Association's CC&Rs, Bylaws or other governing documents.