

**RULES & REGULATIONS**  
**Revised and Adopted November 27, 2023**  
**Mailed January 31, 2024 Effective date: March 1, 2024**  
**Woodbrook Homeowners Association**

**Section 1: Application and Authority**

- 1.1. The Rules and Regulations are established to protect the rights of all residents and to preserve the attractive, quality appearance of the homes in the Woodbrook community. They apply equally to all residents, owners or renters.
- 1.2. The Board of Directors in accordance with the Declarations has approved the Rules and Regulations.
- 1.3. Owners shall be provided with a current copy prior to the effective date of the Rules and Regulations

**Section 2: General Rules and Regulations**

- 2.1. Rules and regulations promulgated by the Board of Directors shall apply to and be binding upon the owners and/or occupants of Wood brook Homeowners Association, and on their invitees and visitors.
  - 2.1.1. Adoption of proposed Rules and Regulations shall be implemented by a majority approval of the Board of Directors, with 30 days' notice to homeowners upon adoption.
  - 2.1.2. Proposed additions or amendments to the Rules and Regulations must be submitted to the Board of Directors in writing and will be considered at the next scheduled Board meeting or at a special meeting.
  - 2.1.3. The members of the Woodbrook Homeowners Association, at a general membership meeting may challenge any Rule or Regulation. A Rule or Regulation may be overturned by a two-thirds majority vote of the total Association. The vote will be by secret ballot.
- 2.2. The Board of Directors and the managing agent shall give notice to owners in accordance with section seven (7) when a violation of these Rules and Regulations occurs on an owner's Lot.
- 2.3. Owners shall be responsible for the actions of residents as well as all visitors on their lot, and for their compliance with all provisions of the Declaration, the by-laws, and all the Rule and Regulations of the Association. Owners shall take appropriate action to ensure compliance when any violation occurs.
  - 2.3.1. Owners shall be responsible for informing any occupants of the provisions of the Declaration, by-laws, and the Rules and Regulations and shall take such actions as may be required to secure compliance when any violation occurs. Owners shall be responsible for submitting to the Board, or a management agent, a completed "Renter Acknowledgement & Privileges Waiver" form within ten (10) days of any change in occupancy.
  - 2.3.2. Occupants shall be responsible for informing any invitee or visitor of the provisions of the Declaration, the by-laws, and Rules and Regulations and shall take such actions as may be required to secure compliance when any violation occurs.
  - 2.3.3. Owners shall be financially responsible for any violation of the provisions of the Declaration, the by-laws, and all the Rules and Regulations of the Association.

**Section 3: General Construction, Maintenance and Landscaping Control**

- 3.1. An Architectural Control Committee (ACC), working under the authority of the Woodbrook Homeowners Association Board of Directors, has been created for the sole purpose of maintaining the quality and value of the entire property of Woodbrook. The ACC shall have the authority to administer these rules outlined in Section 3.
  - 3.1.1. The Architectural Control Committee (ACC) shall consist of a minimum of three (3) to maximum of five (5) lot owners appointed by the Board of Directors. One Board member will be appointed to act as a communication facilitator between the ACC, Board, and managing agent. Such appointee may also serve as a member of the ACC.
    - 3.1.1.1. The ACC will determine one of its members to be Chairperson for the committee.
    - 3.1.1.2. Membership on the ACC is limited to one (1) person per household, even if the household owns two lots.

3.1.2. The ACC shall have the authority to determine, establish and apply standards, involving but not limited to, aesthetic considerations of harmony of construction and color, which it determines to be in the best interest of providing for attractive development of the community. Because of their dynamic and subjective nature, the ACC is not required to document the standards it applies so long as they hold true to the intent of maintaining neighborhood aesthetics.

3.1.3. The ACC has the right to approve or disapprove any proposed installation, construction or remodeling project that will result in a visible change to a Lot or improvements on a Lot when viewed from the street or a neighboring Lot.

3.1.3.1 Solar installations may not be disallowed per RCW, however the ACC has the ability to determine aesthetics complaint with the RCW, so ACC approval is required from an aesthetic perspective.

Solar Energy Panels are only approved with conditions:

- The panel/system must be professionally installed
- The homeowner is responsible for obtaining all required permits
- The solar panel(s) must conform to the slope of the roof
- The solar panel frame(s), support bracket, any visible piping or wiring must be painted to coordinate with the roofing or siding material
- The owner or resident will indemnify or reimburse the association or its members for loss or damage caused by the installation, maintenance, or use of a solar energy panel

The owner or resident is required to shield a ground-mounted solar energy panel if shielding the panel does not prohibit economic installation of the solar energy panel or degrade the operational performance quality of the solar energy panel by more than ten percent. Shields must be ACC approved.

3.1.3.2 Artificial turf is allowed in Woodbrook with ACC approval

Artificial turf is approved only under these conditions:

Quality materials must be used. Minimum standards:

- o Minimum face weight is 65oz or higher
- o Minimum back weight (primary and secondary backing) is 26oz or higher
- o Pile height will not be more than 3 inches, including matting
- o Yarn type will be polypropylene, polyethylene or a blend. Nylon will not be used.

Must look professionally installed

Must be well maintained; never to look worn or otherwise in disrepair

Must follow contours of natural lawn

Homeowner to provide documentation that the artificial turf meets the above requirements. Examples of documentation include receipt, manufacturer cut sheet, installation proposal.

3.1.3.3 Electric vehicle charging stations are allowed be installed on external surfaces of the home. Charging cords should be stored neatly when not in use.

3.1.3.4 Year-round, permanently installed security/holiday/accent/decorative lighting must be approved by the ACC to ensure they are not visible from the street when not on. They must follow the same guidelines for holiday lighting and decor when used for special event or holiday use.

3.1.4. The ACC has the right to approve or disapprove any projects that affect neighboring residents as a result of noise, vehicle traffic and parking, materials and equipment storage, demolition debris and refuse, hazards, or other actions that might reasonably be expected to disturb the quiet enjoyment of the community.

3.1.5. When required, ACC approval must be obtained in writing before the commencement of any project. Applications for ACC approval must be submitted using the ACC Request for Architectural Review Form. The application must include plans, drawings, specifications and plot plans, including the nature, kind, shape, height, materials, colors and locations, plus a project timeline and plans for mitigation of any negative impacts on the neighborhood. The ACC may require additional information as they deem necessary.

3.1.5.1. The ACC will review all applications submitted pursuant to Rule 3.2. Such review will include, but not be limited to, the following consideration: quality of workmanship, use of materials, conformity with proposed and

existing structures, unmitigated impact on the community, and current neighborhood aesthetics as described in the Declaration.

3.1.5.2. The ACC must respond in writing within thirty (30) days after receiving a fully complete application. In the event the ACC fails to approve or disapprove within (30) days a proposal submitted pursuant to Rule 3.2, the proposal would be deemed approved for the limited purpose of the compliance with Rules and Regulations.

3.1.5.3. If the ACC disapproves a submitted proposal, the applicant may apply for an appeal, in writing, to the Board of Directors. The Board may overturn the ACC ruling by a majority vote.

3.1.5.4. Original plans submitted to the ACC shall be kept on file at the Management Company and a copy with the ACC Chairperson. An approved copy of the plans shall be returned to the homeowner of record and should be kept available for reference or a record available online.

3.2.1. PRIOR ACC APPROVAL IS REQUIRED for any project that meets the criteria established in either Section 3.1.3 or 3.1.4.

3.2.2. Certain projects or improvements that, by law, cannot be disallowed by rule or in whole, remain subject to ACC approval for compliance with the law, and to ensure reasonable design, aesthetics, and neighborhood impact are properly addressed.

3.2.2.1. Example 1: Nothing in these rules specifically precludes an owner from installing wheelchair access ramps. The Association, through the ACC, reserves the right to review and approve the design and appearance of the ramps.

3.2.2.2. Example 2: Federal law prohibits an HOA from having rules that disallow specific types of home power generation. Installation of such a system still requires ACC approval, which will legally consider compliance with the law, design and aesthetic considerations, and neighborhood impact.

3.2.3. Work on an approved project must commence within one (1) year following ACC approval or approval will be considered void. All work must be completed within 90 days of the date work begins.

3.2.4. Guidelines for common projects:

3.2.4.1. Any approved outbuildings shall be of the same architectural style as the main residence on the lot and shall be constructed of similar material. Outbuildings include, but are not limited to, storage areas, sheds, and potting sheds.

3.2.4.2. Any approved greenhouses and sunrooms shall have the framework constructed out of metal or wood. The panels shall be clear glass. Colored, frosted glass or plastic will not be permitted. To blend the architectural style of the green house and the main structure on the lot, the greenhouse shall have wood trim that is painted the same colors as the main structure.

3.2.4.3. Any approved addition to a structure shall be of the same architectural style as the main residence on the lot and shall be constructed of similar material.

3.2.4.4. The exterior of a home may be repainted in its original color scheme without ACC approval. Changing the exterior paint color requires ACC approval, (new color should be painted on house in a 1 ft x 1 ft size), even if the color is already present on another home in the development.

3.2.4.5. Re-roofing with materials that are consistent with the original construction quality, materials type and color does not require ACC approval, provided that the project will be completed within ten (10) days of its start.

3.2.4.6. A temporary refuse storage container (e.g.: a "dumpster") is limited to seven (7) days on site within any thirty (30) day period.

### 3.3. Landscaping

3.3.1. Major revisions to landscaping in a front yard shall be completed within thirty (30) days of project commencement. Landscaping includes the lawn, rockery, shrubbery, trees, etc. Landscaping projects in other areas of the Lot must be completed within sixty (60) days of commencement. Lots without structures shall complete landscaping within six (6) months from the date of purchase.

3.3.2. Each Lot shall be maintained by the owner thereof in a neat, clean and sightly condition at all times.

3.3.2.1. Garden and hardscape areas shall be kept free of weeds and watered sufficiently to maintain the health and aesthetic quality of the landscape.

3.3.2.2. Lawn areas will be kept mowed to a maximum height of 4 inches and neatly edged along landscaping beds, driveways and sidewalks.

3.3.2.3. Front lawns must be kept healthy and green year around, unless the local water jurisdiction requires otherwise.

3.3.2.4. Plantings must be maintained in an aesthetically acceptable manner and controlling excessive growth.

3.3.2.5. Nuisance plants, including but not limited to scotch broom, blackberry, and morning glory are not permitted and must be immediately removed when found.

3.3.3. No grass cuttings, leaves, limbs, branches, and other debris from vegetation shall be dumped or allowed to accumulate on any part of the Subdivision, except that a regularly tended compost device on a Lot shall not be prohibited.

3.3.4. The landscaping of any Lot shall be maintained in such a way that it does not unreasonably block or interfere with the view or access to sunlight of another Lot. The general requirement is that all trees shall remain below the roofline, so they do not interfere with any potential views from the neighboring lots. The Association shall have the right to require, at the Lot owner's expense, the trimming, topping, or removal of any tree, hedge, or shrub on a Lot, which the ACC determines violates this rule. Landscaping should not impair line-of-site for vehicles or pedestrians, for safety reasons.

3.3.5. No fence, wall, or hedge shall be erected or placed on any lot nearer to any street than the minimum building setback line, or the actual building setback lines, whichever is further from the street, except nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two (2) feet above the finished grade at the back of said wall.

3.3.6. Fences bordering greenbelt areas shall be erected with the finished side facing the greenbelt areas. No fencing shall be permitted in the front yard. On corner lots, fencing shall only be allowed from the rear corner of the house to the rear lot line along the exterior side lot line. All fencing shall be approved by the ACC prior to installation.

3.3.6.1. Exterior color of fences shall be approved by the ACC. Fence exteriors facing the street will be stained as needed as determined by management or the Board to keep the fences looking clean and attractive. Pre-approved colors are BEHR Solid Color Wood Stain/ Cappuccino #DP-529 or matching product; or Behr Cedar Naturaltone #533 or matching product, or Natural color of the wood fence with an untinted clear coat sealer.

3.3.6.2. The care and maintenance of perimeter fencing will be the responsibility of the adjoining lot owners.

#### **Section 4: General Use of Residence**

4.1. Lots shall be kept free of accumulations of litter, junk, containers, equipment, building materials, garden or project supplies, toys and other debris.

4.2. No storage of goods, vehicles or equipment used for commercial purposes shall be permitted in open view from any Lot. This includes trailers used to haul materials or supplies which should be present only when loading/unloading.

4.3. All refuse shall be kept in sanitary containers. A place shall be provided in each Lot where such sanitary containers shall be kept and be concealed from view of any Lot while on a Lot, except at the time of collection. Such containers shall regularly be emptied with the contents disposed of off the Subdivision.

4.3.1. Containers used for garbage, recycled material, and/or yard waste may be put at the curb beginning at 5:00 PM the day before trash collection and ending the day after at 10:00 PM, the day of trash collection.

4.4. Parking areas in driveways and on the streets of Woodbrook are expressly for operational passenger type vehicles and light trucks used in the day-to-day activities of residents.

4.4.1. All vehicles parked outdoors must be in good visual and operating condition. Inoperative vehicles will be towed or removed at the owner's risk and expense without additional warning. Overnight parking is allowed only in the driveway or

on street abutting homeowner's lot. Owners or residents and their guests or visitors should utilize available driveway spaces first before utilizing street parking. They may park as many vehicles in the driveway as will fit. All street parking must be done in a manner consistent with the local parking laws (ie not on sidewalks, be the required distance from mailboxes, corners, driveway aprons, etc.). Owners should report parking law violations on the public road to the King County Sherriff's department.

4.4.2. Overnight parking of commercial vehicles is prohibited in Woodbrook, except that two vehicles directly related to the occupants' work is allowed if it is of less than 23 feet in length. Any exception for daily use work vehicles, if allowed, requires a time limited, written waiver from the Woodbrook Homeowners Association Board.

4.4.3. Storage of recreational trailers, boats, motor homes, recreational vehicles, or any disabled or inoperable vehicles on any Lot or on the street (other than completely within an enclosed garage or within an enclosure approved by the Board of Directors) is expressly prohibited. In addition to fines, violators may be subject to public impound at the expense and risk of the owner.

4.4.4. Temporary parking of recreational trailers, boats, motor homes, or recreational vehicles on a lot or in the street in front of a Lot is permitted, if legally parked per local codes, subject to the following limitations:

4.4.4.1. Maximum 3 consecutive nights (even if removed during the day)

4.4.4.2. Maximum 4 nights in any 7-day period

4.4.4.3. No overnight sleeping is allowed.

4.4.5. Vehicle maintenance (other than cleaning) or repair is not permitted in open view on a Lot or on the street in front of a Lot.

4.5. Television and radio antennas must not be visible from outdoors, or interfere with the reception of radio, TV or satellite communications by others in the community. Satellite dishes must be twenty (20) inches or smaller in diameter and must be placed on the property in the least obtrusive position without interfering with signal reception. All lot owners must submit an Architectural Control Request Form a minimum of ten (10) days prior to installation of the dish. All devices must be professionally installed.

4.5.1. In the event the ACC fails to approve or disapprove within (10) days a proposal submitted pursuant to Rule 4.5, the proposal would be deemed approved for the limited purpose of the compliance with Rules and Regulations.

4.6. Use of fireworks in the Woodbrook Community must be in compliance with local law or any other applicable codes. Any liabilities are the responsibility of the homeowner. If legally allowed, all debris must be cleaned up within 24 hours. Owners can report illegal fireworks to the local authorities.

4.7. Use of firearms and related activities, such as bows and arrows, BB or pellet gun target practice, are strictly prohibited.

4.8. Automobile noise is to be kept to a minimum, with no prolonged idling or racing of engines. Radio/stereo systems will not be audible outside of the vehicle while in the neighborhood. Homeowners will be responsible for their guests as they enter and leave the neighborhood.

4.9. No resident or guest shall cause loud or disturbing noises, nor will permit any act that will impact on the rights, comforts, or convenience of other homeowners. The hours between 10:00 PM and 7:00 AM are to be considered "quiet hours".

4.10. No noxious or undesirable thing, or noxious or undesirable use, shall be permitted or maintained upon any Lot or upon any portion of Woodbrook. If the Board determines that a thing or use is undesirable or noxious, that determination shall be conclusive. Any motorized vehicle (including scooters, go-karts, motorcycles, etc.) making repeated trips in and around Woodbrook and its roadways shall be automatically deemed a nuisance.

4.11. Clotheslines and outdoor laundry drying are strictly prohibited.

4.12. No signs shall be displayed to the public view on any lot except as follows:

4.12.1. Two Realtor's signs, one of not more than one (1) square foot, and one (1) sign of not more than five (5) square feet advertising the property for sale or rent.

4.12.2. Two political signs are allowed, each up to two (2) square feet. Signs may be put up no more than 3 weeks prior to a vote and must be removed within 24 hours after the completion of voting.

4.12.3. Garage sale signs may not be installed on lots but may be installed in public right of ways only as permitted by local authorities. They can be posted no longer than 7 days before the sale begins and must be removed by dusk on the final day of the sale.

4.12.4. No signs are to be posted in common areas.

4.13. Garage sales are allowed in Woodbrook. Sales are limited to two a (2) day duration. One time per year in addition to the annual HOA garage sale. Merchandise may be displayed in driveway and garage areas only. Common areas, front lawns and other landscaped areas are strictly off limits for display purposes. All merchandise must be removed from display by dusk of the second day.

4.14. No recreational structure or equipment shall be permanently attached to the front or sides of the structure visible from the street. No moveable basketball stand, or other recreational implement shall be kept within view of the street.

4.15. Holiday and other event decorations are allowed.

4.15.1. Seasonal holiday lights and decorations may go up four weeks prior to the holiday and must be removed within two weeks after the holiday. The exception to this will be the Christmas/Chanukah period when lights and decorations may go up at Thanksgiving. All Christmas and Chanukah decorations including lights must be completely removed by January 31st.

4.15.2. Banners, flags, and other decorations in support of sports teams are allowed, beginning 48 hours before an event and must be taken down the morning following the event. Decorative flags and flags for causes may be put up as long as they are in good condition. American flags displayed must follow the Federal regulations regarding their use and care.

4.15.3. Other event decorations are allowed on a "day of event" basis.

4.15.4. If complaints by homeowners arise, the Board may require removal of the display. Failure to remove a display deemed inappropriate by the board will constitute a violation of the Rules & Regulations.

4.16. Hose Storage: Hoses may not be stored on hangers on front or sides of home. Hoses must be stored in a hose storage container, so they are not visible when not in use. Hoses may not be left rolled up on the ground or across the lot when not in use. Exceptions may be made during excessive heat wave periods at the discretion of the board or management performing compliance visits.

4.17. Fountain and landscaping Covers: Fountain or landscaping covers may be placed on fountains or plants between 10/15-4/15 for protection. Fountain covers should be earth tone to blend with the rest of the landscaping.

4.18. Common areas are for the mutual enjoyment of all owners and occupants and are to be treated with the same care and respect as individual Lots. All residents have an equal right to use these facilities, and an equal responsibility to see that they are not abused.

4.18.1. Owners are responsible for any damage they, their guests, or renters may cause to these areas. Willful destruction or abuse of common area property will be met with prosecution under the law.

4.18.2. Park hours are 7:00 AM to 10:00 PM daily.

4.18.3. No yard waste or trash of any type is to be discarded in, or on, the common areas and greenbelt areas within, or bordering the Woodbrook development.

4.18.4. No personal property may be kept or stored in the common areas.

4.18.5. No planting, digging, landscaping, building of play or other structures, or other such activities that would alter the configuration or usefulness of the common area is permitted, unless expressly approved by the Board.

4.19. Property Maintenance

4.19.1. Owners and/or occupants, guests and visitors shall maintain their home and property in compliance with the requirements of the Declaration and Rules and Regulations. Improvements on a Lot shall be maintained in good order and repair.

4.19.2. Roofs must be kept clear of significant accumulations of moss or other debris.

4.19.3. No tarps are permitted in public view, except that a tarp used for temporary, short term (less than 14 days) roof repair is allowed.

4.19.4. Rain gutters and downspouts must be kept functional and in good repair. They should be free of dirt and algae on their façade.

4.19.5. Driveways and walkways are to be kept clear of excessive accumulations of dirt, moss, molds and mildew. Weeds in expansion joints or cracks must be eliminated on or adjacent to the lot.

4.19.6. Driveway cracks greater than 1/4th inch must be repaired. Sinking or lifting driveways require repair if there is visible sinking or rising occurring that makes the surface uneven.

4.19.7. Pedestal light fixtures in front of homes must be in good working order and have a minimum 900 lumen lamp (incandescent 60 watt bulb) illuminated from dusk until dawn. They should be free of dirt, moss or other matter.

4.19.8. Broken/defective windows must be replaced with like-kind materials within 30 days. Windows with broken seals that are otherwise functional, need not be replaced or repaired if the view from the street is a simple pink or purple hue. Once they appear to have visible hand or finger marks, an oil slick appearance across 50% or more of the window, any condensation or other visible matter between the panes, they must be repaired or replaced.

4.19.9. Damage from vandalism, pranks, "tagging" and other mischief must be removed within 14 days.

4.19.10. Exterior paint must be kept in good condition, with no bare materials showing through, peeling or blistering of paint. The Board may require repainting when a structure's paint is clearly worn or faded. It should not have visible dirt or algae on it.

4.19.11. Fences must be kept in good repair. Damaged, missing or rotting panels, posts, caps or boards, leaning or broken fence posts, etc. must be repaired within 30 days.

4.19.12. Garage doors with dents or damage visible from the street need to be repaired (or replaced if repair is not possible) when the dent or damage on an individual door is larger than a 1ft square area, or there are multiple dents on the same door that cannot be concealed by the same 1ft square. If a garage door is replaced, it must match any other garage doors on the home. Each garage door is treated separately for the purpose of measuring any damage behind the 1ft square.

#### 4.20. Business and Commercial Use

4.20.1. No trade, craft, business, profession, commercial or manufacturing enterprise or business, or commercial activity of any kind shall be conducted or carried on upon any Lot or within any building located on any Lot, except as expressly permitted below, nor shall any goods used for private purposes or for trade or business be kept or stored outside any building on any Lot which is visible from the street or from any other Lot.

4.20.2. Provided the zoning code regulating the property allows a particular business or commercial use, and subject to the written approval of the Board, "in home" businesses or enterprises may be conducted subject to such terms and conditions as may be required by the Board.

4.20.2.1. An "in home" business may not include personal contact with the public, customers, or business associates on the Lot or within Woodbrook.

4.20.2.2. Operation of an "in home" business shall not cause or result in commercial traffic within Woodbrook. Commercial vehicles include parcel delivery vehicles.

4.20.2.3. Any grant of approval by the Board for an "in home" business shall be limited solely to the owner and Lot requesting and being granted such permission. Any approval will automatically expire upon any change in ownership or occupancy of the Lot.

4.20.2.4. The Board may revoke or terminate its approval immediately and without notice upon violation of any terms of the approval.

4.20.2.5. The Board may terminate approval at any time subject to a 120-day notice to the Lot owner.

## **Section 5: Pet and Animal Care**

- 5.1. Homeowners are expected to understand and abide by any and all applicable ordinances regarding pet control.
- 5.2. Pets, including dogs and cats, are not allowed to roam unattended in the neighborhood. When outside, pets must be in the company of and controlled by their owners. Dogs must be on a leash when walked.
- 5.3. Your neighbors' property and Woodbrook common areas, including lawns, landscaped areas, flowerbeds, dry riverbeds and rock areas, are strictly OFF LIMITS to pets. The sole exception is a dog park that has been established at 55th Ave S at S 284th St for off-leash dog exercise.
- 5.4. Pet owners are required to clean up any excrement deposited by their pets and are financially liable for any damage caused by their pets.

## **Section 6: Homeowners Assessments**

- 6.1. Homeowner assessments are stated per month per lot and are due monthly on the 1st day of each month unless the Board has provided a different stipulation.
  - 6.1.1. All payments are payable to the HOA and mailed to the property management company designated by the Board. While payments are due monthly, owners may prepay their dues for their own convenience.
  - 6.1.2. As a courtesy to owners, an invoice may be sent by the property management company to facilitate payments. Owners who have established automated payment programs for their assessments will not receive monthly invoices.
- 6.2. An assessment payment received on or after the 16th day of the month is considered late and shall be assessed a late charge of \$15.00. The late charge will be assessed each month that an assessment payment is late. Per the CCRS interest at 12% per Annum applies monthly on past due balances at the end of each month.
- 6.3. Payments received will be applied to the oldest outstanding amount first.

## **Section 7: Rule Violation, Investigation and Fines**

### **7.1. Violations, Investigation and Fines**

- 7.1.1. Introduction. The Washington statute R.C.W. 64.38.020(11), provides that an association can levy reasonable fines in accordance with a previously established schedule adopted by the board of directors and furnished to the owners, for violations of the CC&R's, bylaws, and rules & regulations of the Association.
- 7.1.2. Investigation/Notice of Violation. Once a possible violation is reported by another owner and/or by the community's Security Patrol, if any, or otherwise becomes known to the Association, it will be investigated, and a determination made as to whether a violation has actually occurred. If a violation is found, written notice of the violation will be sent or delivered to the offending Member, warning him/her that a subsequent or continuing violation may result in being fined and requesting immediate and future compliance with these rules.
- 7.1.3. Rule-Legal Action. If the Member sent a notice of violation has a subsequent (second or more) violation, the Association may assess fines against him/her and the lot according to the Fine Schedule as set forth in Section 7.2. In the Board's discretion, legal action may be taken against the violating homeowner at any time after a subsequent violation. Additional fines will continue to be assessed and accrue while any enforcement or other legal action is in process, if the homeowner continues to violate these Rules. All attorneys' fees and costs shall be awarded to the prevailing party and recoverable from the losing party in any action, lawsuit or other proceeding involving the enforcement of these Rules.
- 7.1.4. The opportunity to appeal the Board's decision is available under the Rules and Regulations on "Appeal Process" as set forth in Section 7.3 below.

### **7.2. Schedule of Fines**

- 7.2.1. Failure of a homeowner to comply in any regard with the letter and spirit and requirements of these Rules may result in the imposition of fines pursuant to this section.
- 7.2.2. For the first violation, the Association shall issue a written warning only, without fines. After first sent written notice/warning about violating this Rule, fines may be imposed for each and every subsequent violation occurring within 12



months of the first such violation, as of the date of each Association notice letter on the subsequent violation(s), in the following amounts:

7.2.2.1. (a) \$100.00 for the 2nd violation within the 12-month period;

7.2.2.2. (b) \$200.00 for the 3rd violation and for each and every subsequent violation after that within the 12 month period.

7.2.2.3. These automatic fines for the same subsequent violations are intended to create an incentive for an owner not to repeatedly or continually violate the same or similar issues within the set time period.

7.2.3. The Association will bill the offending homeowner the applicable fines such at such time and for such periods as the Association considers reasonable. If, after the fines accrue, they remain unpaid and outstanding for more than 90 days from the date of the first such billing, interest shall commence and apply to the unpaid fines at the rate of five percent (12%) per month on the unpaid balance.

### 7.3. Appeal Process & Opportunity to be heard

7.3.1. Introduction. Any Member found by the Board to be in violation of these Rules may request a hearing to offer a defense or explanation to the imposition of violations and/or fines.

7.3.2. Request for Appeal Hearing. The Member must complete a written Request for Appeal Hearing and mail or deliver it to the Association within ten (10) days of receiving a notice of violation from the Association (and the right of appeal shall expire after the ten (10) days. The appeal request must contain the following:

7.3.2.1. The Member's name and address;

7.3.2.2. Member's reason and basis for an appeal;

7.3.2.3. A copy of all documentation which the Member believes supports his/her appeal position;

7.3.2.4. The name of any attending attorneys, witnesses or other collaborating guests;

7.3.2.5. The Member shall sign and date the Request for Appeal Hearing.

### 7.3.3. Hearing Procedure.

7.3.3.1. The appealing Member shall be sent Association confirmation of its receipt of the Request for Appeal Hearing.

7.3.3.2. The Board will appoint and assemble a majority number of the current members of the Association's Board of Directors to act as a Review Board (the "Review Board") within seven (7) calendar days following receipt of a written Request for Appeal complying with the information requirements set forth above.

7.3.3.3. No later than ten (10) calendar days following the information of the Review Board, the Review Board shall mail or deliver notice to the Member of a hearing date, which notice will provide the date, time and location of the hearing, which is to be determined by the Review Board.

7.3.3.3.1. The Review Board will permit the appealing Member up to thirty minutes to explain the circumstances of the appeal and provide grounds as to why the violation and/or fine should be waived, reduced or cancelled.

7.3.3.3.2. At the conclusion of the presentation, the Review Board will adjourn to review the circumstances of the Request of Appeal as presented.

7.3.3.3.3. Within ten (10) calendar days of the hearing for the Request for Appeal, the Review Board will mail or deliver written notice to the Member as to the Review Board's decision.

7.3.3.3.4. If the Review Board finds in favor of the appealing Member, it shall advise him/her as to whether the violation and/or the fines originally imposed are reduced, modified or waived. Any adjustment(s) shall reflect on the Member's account the following month.

7.3.3.3.5. If the Review Board determines that the Member's explanation or defense presented at the hearing was inadequate or otherwise failed to justify a reduction, modification, or waiver of the violation and/or fines, the Member will be notified, on which case the fines imposed will continue to be owing to the Association until paid in full regardless of whether the violation has since been removed or corrected.

### **Section 8: Homeowners and Occupants Registration**

8.1. A Homeowners and Occupants Register containing information required for the efficient operation and maintenance of Woodbrook shall be kept in the form, and containing the information, required by the Board of Directors, by the managing agent, and by the Secretary of the Board of Directors. The managing agent and any member of the Board of Directors may act in the collection of any or all information required. The register shall be kept current and complete.

8.2. Homeowners and/or occupants shall provide or cause to be provided all information requested within ten (10) days of its request.

8.3. Owners shall provide the following information:

8.3.1. Lot number

8.3.2. Name of legal owner(s)

8.3.3. Address

8.3.4. Home, work and cellular telephone numbers

8.3.5. Name of occupant(s), if not owner-occupied

8.3.6. Persons to notify in an emergency

8.4. Non-owner occupants shall provide the following information:

8.4.1. Lot number

8.4.2. Names of occupants

8.4.3. Address

8.4.4. Home, work and cellular telephone numbers

8.4.5. Persons to notify in an emergency

### **Section 9: Collection of Late Payments and Fines**

9.1. The Association has a duty to collect assessments and properly levied fines, and will actively pursue delinquent accounts at the Lot owner's expense. The Association may refer delinquent accounts to a collection agency for recovery, or seek such other legal remedies it deems appropriate to ensure timely collection of monies due the Association.

9.2. Any Lot having a delinquency of ninety (90) days or greater may have a lien action initiated by the Association, or its management agent, with any additionally incurred charges, such as lien filing fees, charged to the Lot.

9.3. Any Lot having a delinquency of more than \$1,000, including assessments, late fees, fines and accumulated interest, may have a foreclosure action initiated by the Association, or a management agent, with any additionally incurred charges, such as lien filing, fees, and all legal expenses, charged to the Lot.

### **Section 10: Rule Enforceability**

10.1. If any portion of these Rules is determined to be legally unenforceable, it shall not negate the enforceability of the remaining portion of the Rules.