

**RULES  
AND  
REGULATIONS  
UPLAND GREEN  
COMMUNITY ORGANIZATION**

**Last Modified: December 12, 2017**

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# **1. Authority**

These Rules and Regulations are adopted pursuant to the authority granted to the Association in the Declaration of Restrictions, Covenants and Easements Upland Green (“CCRs”) and RCW 64.38.020.

In order to enforce the CC&Rs, Bylaws, Articles of Incorporation and Rules and Regulations, the Board of Directors may levy, assess, and collect reasonable fines as established by the Board of Directors. The fines will be assessed against the homeowner for violations by the homeowner, members of his or her family, invitees, licensee, tenants or lessees of such homeowners.

It is each homeowner's sole responsibility to inform their tenants of all Rules and Regulations.

All legal fees or costs incurred by the Association to enforce violations or collect fines will be the responsibility of the homeowner.

# **2. Nuisances and Noise**

Noise that constitutes a nuisance under CCR Article B, Section 5 or that unreasonably interferes with another owner’s or occupant’s use or enjoyment of any part of the Subdivision is prohibited.

No person shall make or permit to be made any noise that unreasonably disturbs the occupants of other lots or permit anything to be done that would unreasonably interfere with the use or enjoyment of any part of the Subdivision.

During the hours from 9:00 p.m. to 7:00 a.m., no person shall play or allow to be played any music, radio, stereo system or the like in common areas or that can be heard outside of the boundaries of the lot it originates from.

# **3. Pets/Animals**

3.1. Household pets may be kept as long as they do not unreasonably interfere with the use and enjoyment of any Lot.

3.2. The commercial raising, breeding, training and dealing in animals is prohibited in the Subdivision.

3.3. All animals except service animals and household pets are prohibited in common facilities and tracts owned by the Upland Green Community Organization. Unless posted otherwise, household pets are prohibited in common facilities and tracts unless they are on a leash and properly licensed.

3.4. All pet waste must be immediately removed from the Subdivision and properly disposed.

3.5. No material may be left or placed in the Subdivision that attracts wild or feral animals.

## **4. Lot Maintenance**

4.1. Each Lot must be maintained in a neat, clean and sightly condition and must be kept free of accumulations of litter, junk, containers, equipment, building materials and other debris.

4.2. Trash, recycling and yard waste must be kept in sanitary containers concealed from the view of any Lot. The containers must be regularly emptied. No grass cuttings, leaves, limbs, branches or other debris from vegetation may be dumped or allowed to accumulate on any part of the Subdivision except for in a regularly tended compost device.

4.3. Owners may not allow excessive moss and debris to accumulate on roofs.

4.4. Yards must be mowed on a regular basis. Excessive weeds in grass, flowerbeds or driveway cracks is prohibited.

4.5. Prior to making any change or alteration to the exterior appearance on a Lot, placing any structure or making any improvements on a Lot, or clearing or grading a Lot, plans and specifications for the structure or improvement must be submitted to and approved by the Board of Directors, in writing, in accordance with CCR, Article C.

## **5. Common Areas**

5.1. Common area modification or additions are prohibited, except as authorized by the Board of Directors in advance, in writing.

5.2. Any common sidewalks, driveways, or passageways shall not be obstructed or used by any owner for any purpose other than entrance to and exit from the homes.

5.3. Loitering is strictly prohibited at all times.

5.4. It is prohibited to discard any item onto the common area.

5.5. Parking on common areas other than in parking stalls is prohibited.

## **6. Parking and Vehicles**

6.1. Vehicles may not be parked in a manner that blocks the ingress or egress to other lots. All vehicles shall be parked within permitted limits or within designated areas or other marked boundaries for such vehicles. All vehicles are restricted to paved surfaces, including the street, driveways and parking areas on the property. There shall be no parking or routes of passage across any other portions of the property, including all lawn areas and sidewalks. Parking must comply with all applicable governmental laws, ordinances and regulations.

6.2. Recreational vehicles, boats, trailers, trucks and campers are not permitted to be parked or stored on a Lot in open view from any other Lot for more than forty-eight (48) hours. All other vehicles may not be parked or stored on a Lot in open view from any other Lot for a period of more than thirty (30) days.

6.3. Overflow Lot Procedures:

6.3.1. Prior to any vehicle being parked in the Overflow Lot, the owner of the vehicle must complete the *Upland Green Community Organization Overflow Parking Regulations & Agreement* form ("Form"), pay the yearly usage fee and receive written approval from the Board of Directors. It is the responsibility of the owner of the vehicle to update the information contained in the form as needed.

6.3.2. All vehicles in the Overflow Lot, even if the vehicle is inoperable, must have current tabs. If there is a boat on a trailer, only the trailer must have current tabs. If the boat is not on a trailer, the boat must have tabs.

6.3.3. The only coverings allowed on vehicles are fitted covers or tarps. Structured coverings are not permitted at any time.

6.3.4. Parking and entering the Overflow Lot is at your own risk at all times. The Upland Green Community Organization holds no liability at any time for any person, item or vehicle in the Overflow Lot.

6.3.5. The Upland Green Community Organization reserves the right to request additional information as a condition of using the Overflow Lot.

6.3.6. If the lock to the Overflow Lot is changed, the Upland Green Community Organization will provide notice to the address indicated on the Form.

6.3.7. The Upland Green Community Organization must be notified in writing when an owner no longer needs or intends to use a space in the Overflow Lot so that it can be available for others to use.

6.4. Violation of Overflow Lot Procedures

6.4.1. In the event that any of the Overflow Lot regulations are violated, the Upland Green Community Organization will provide the owner with notice, to the address contained in the Form, that if said violation is not corrected within thirty (30) days that the vehicle will be towed at the owner's expense.

6.4.2. Two-weeks after the original notice is sent, a second notice may be sent providing that if the violation is not corrected within fourteen (14) days that the vehicle will be towed at the owner's expense. A copy of this notice will also be posted on the vehicle.

6.4.3. If the violation has not been corrected within thirty (30) days of the first notice, the vehicle will be towed at the owner's expense as provided by law.

## **7. Meetings**

Board meetings of the association are held on the fourth Wednesday of each month. Homeowners are welcome to attend Board meetings. Time permitting, and subject to regulation by the Board, an open forum will be provided at the beginning of each Board meeting. Following the open forum, the Board of Directors will conduct the business of the association. Except when meetings are called into executive session, homeowners are welcome and encouraged to stay for the entire meeting. However, so that the board can conduct the business of the association without interruption or distraction, homeowners may observe but may not interrupt, have a voice or contribute during the remaining portion of the meeting unless specifically called upon by the Board member conducting the meeting.

## **8. Collection of Assessments**

- 8.1. Unless payment of the full annual assessment is received by January 21<sup>st</sup> of each year, the annual assessment will be due, payable and assessed in four equal quarterly installments on dates to be determined by the Board of Directors.
- 8.2. All payments by check must be made payable to “Upland Green Community Organization” and sent to 11410 NE 124<sup>th</sup> Street, PMB 222, Kirkland, WA 98034-4305.
- 8.3. Assessments not paid when due will be subject to interest at the rate of 12% per annum.
- 8.4. The Association may send any owner who is more than thirty (30) days delinquent in the payment of regular or special assessments, or other charges authorized by the organization’s governing documents, a written notice that if the account is not paid in full within thirty (30) days it will be turned over to the organization’s attorney for collection, including filing a lien, and that the owner will be liable for payment for the minimum charge imposed by the organization’s attorney to cover fees and costs charged to the Upland Green Community Organization.
- 8.5. Any account that remains delinquent after sixty (60) days will be turned over to the organization’s attorney for collection, including filing a lien. The organization’s attorney’s minimum legal fee shall be assessed against each delinquent account and its owner (including repeat collections) at the time the account is turned over to the organization’s attorney for collection. All legal fees and costs incurred in the collection of a delinquent account shall be assessed against the delinquent Lot and owner and shall be collectible as an assessment.

## **9. Due Process Procedures**

- 9.1. Authority. The Board of Directors is authorized and empowered to investigate, hear and determine all complaints by any Lot owner, tenant or occupant of a Lot concerning violations of the Covenants, Bylaws, rules and regulations, enforcement procedures or of any decision of the Board made as provided in the Governing Documents ("Governing Documents"). The Board is further authorized and empowered to impose a fine as may be allowed herein in an amount not to exceed the maximum rate established by the Board herein on any person whom it finds to have violated the Governing Documents.

- 9.2. Informal Dispute Resolution Preferred. It is the intent of the Organization that an informal process be encouraged prior to the initiation of a formal complaint against an owner, tenant or other occupant of a Lot. To that end, any owner, tenant, occupant or employee or agent of the Organization has the authority to request that an owner, tenant or occupant of any Lot cease or correct any act or perform any omission which appears to be in violation of the Governing Documents. The informal request should be made, either verbally or in writing, prior to initiation of the formal complaint process.
- 9.3. Written Complaint. If the dispute or violation cannot be resolved informally then a complaint may be filed by any Lot owner, tenant or occupant, including a member of the Board, or may be filed by an employee or agent of the Organization (referred to as the "complainant"). The complaint shall be signed by the complainant and shall contain a written statement of the problem necessitating the complaint setting out in simple and concise language the acts or omissions with which the alleged violator (referred to as the "respondent") is charged. The complaint shall identify the specific provisions of the Governing Documents which the respondent is alleged to have violated. The written complaint shall state as many of the specifics as are available regarding time, date, location, nature of violation, persons involved, etc. The complaint shall also state any efforts which were made to resolve the matter informally. The NOTICE OF WARNING, INFRACTION AND/OR FINE ("Notice") form, attached hereto, may serve as the complaint.
- 9.4. Service of Complaint. All complaints must be received by the Upland Green Community Organization at 11410 NE 124<sup>th</sup> Street, PMB 222, Kirkland, WA 98034-4305. Within ten (10) days of receipt of the complaint, the Secretary or the Association's managing agent shall cause the Notice form to be served upon the respondent, at the respondent's address of record, if an owner, and at the Lot address if a non-owner occupant. Service of the Notice shall be by leaving same with the respondent personally, by leaving same with a person of suitable age and discretion at the respondent's residence or by first class mail.
- 9.5. Notice of Respondent's Rights and Hearing. If a hearing has been requested, the Secretary or the Association's managing agent shall, at least fifteen (15) days prior to any such hearing date, serve upon the respondent and complainant a Notice of Rights and Hearing, which shall be in substantially the form attached hereto but may contain additional information as the Board may deem to be appropriate from time to time.
- 9.6. Default. Failure of one party to appear at a scheduled hearing, where that party prior to the hearing has failed to show good cause why the hearing should be rescheduled, does not preclude the Board from proceeding with the hearing, receiving evidence from and hearing arguments by the other party and making a decision in the matter. Upon failure of the complainant to appear, the Board may, in its discretion, drop the matter.
- 9.7. Hearing Procedure.
- 9.7.1. Conduct of Hearing. The hearing shall be heard by at least three (3) members of the Board of Directors sitting as a Hearing Board. The respondent shall appear in person or by a duly authorized representative. The President, or in his or her absence the Vice President, shall

preside over the conduct of the hearing and shall make any necessary evidentiary rulings. The hearing shall be informal. At the beginning of the hearing the President shall explain the rules and procedures by which the hearing is to be conducted.

9.7.2. Order of Proceedings. The order of proceedings shall be as follows:

- (a) Each party to the proceeding is entitled to make an opening statement.
- (b) Each party is entitled to produce evidence, witnesses and testimony. The other parties are entitled to cross-examine any witnesses and the opposing party.
- (c) Each party is entitled to make a closing statement.
- (d) Any member of the Board may question any party or witness. The Board members may, on their own motion, call additional witnesses or secure tangible evidence.
- (e) Each party has the right to representation by counsel at his or her own expense.
- (f) Either party or the Board may cause the hearing to be transcribed at his, her or their own expense.

9.7.3. Rules of Evidence. Any relevant evidence which is not privileged is admissible regardless of whether the evidence is hearsay or otherwise inadmissible in a court of law.

9.7.4. Assurance of Voluntary Compliance. The Board in its discretion, in lieu of or in addition to calling the hearing, may accept a written Assurance of Voluntary Compliance from any respondent. Giving an Assurance does not constitute an admission that a violation has taken place. The Assurance may include a stipulation for payment by respondent to the complainant and/or the Association. From time to time, a person who has made an Assurance of Voluntary Compliance shall provide all information the Board reasonably requests to determine whether the respondent is in compliance with the Assurance. The Board is not precluded from further action by its acceptance of an Assurance of Voluntary Compliance in the event that the respondent violates the terms of that Assurance.

9.7.5. Decision and Order

- (a) As soon as possible, but in no case more than ten (10) days after the close of the hearing, the Board shall meet in executive session to deliberate and reach a decision. The decision of the Board shall be in writing and, if a violation is found, shall state the particular violation(s) found.
- (b) Upon a decision that a violation has occurred, the Board may order that the respondent shall do or refrain from doing any act necessary to cause the respondent to comply with the provisions of the Governing Documents and/or any decision of the Board. The order of the Board shall become effective ten (10) days after it is served on the respondent in the manner provided above, unless the Board otherwise provides in its order.
- (c) The Board may provide in its order for the imposition of a reasonable fine not to exceed the maximum amounts set from time to time by resolution of the Board. The fine may include a daily fine in the event that the respondent does not comply with the order of the Board, including the payment of the fine, within the allotted time. The Board may also provide in its order that the non-prevailing party shall reimburse the costs of the Association in connection with the proceeding. Any fine or charge so imposed by the



Board shall be the personal obligation of the person against whom it is imposed, shall constitute a lien upon the Lot owned or occupied by that person, and may be collected in the manner provided in the Covenants in same manner as for assessments.

- (d) The decision of the Board shall be served on each party to the matter forthwith in the manner provided above. A copy of the decision and order shall be sent to the Secretary of the Association and shall be included in the books of the Association.

9.8. Judicial Enforcement. Failure to comply with a decision of the Hearing Board following notice of a violation and an opportunity for a hearing, shall be grounds for an action by the Association to recover sums due for damages, which shall include any fines levied by the Hearing Board and any costs incurred by the Association in connection with the proceedings before the Hearing Board, or for injunctive relief, or both, maintainable by the Association. In any action brought as provided in this Section, the prevailing party shall be entitled to recover as part of its judgment a reasonable sum for attorney fees reasonably incurred in connection with the action, in addition to its expenses and taxable costs.

## **10. Fine Schedule**

Unless otherwise provided for in a specific rule, the Board will enforce the following fine schedule for violations of the Association's Governing Documents, including, but not limited to, the Covenants, Bylaws, Rules & Regulations, and any decision of the Board:

1st violation: Warning and/or up to \$100 fine, at the Board's discretion.

2nd violation of the same provision of the Governing Documents: Fine up to \$150, at the Board's discretion.

3rd or more violation of same provision of the Governing Documents: Fine up to \$200, at the Board's discretion.

Continuing Violations. Each and every day a violation continues shall be considered as a separate offense and will be subject to an additional fine of \$10 per day, beginning ten (10) days after the owner is notified of the fine until the violation is corrected.

Interest will be imposed for any fine delinquent over 30 days.

**NOTICE OF WARNING, INFRACTION AND/OR FINE**

TO: \_\_\_\_\_, respondent

LOT/ADDRESS: \_\_\_\_\_

This is to notify the respondent that the Association has received a complaint against the respondent concerning violation of the Governing Documents of the Association as follows (state with specificity the nature of the violation and the pertinent rule, regulation, etc.):

\_\_\_\_\_  
\_\_\_\_\_

Check one or more of the following, as applicable:

This is your Notice of Warning. You have \_\_\_\_\_ days to either correct the infraction and/or remove the violating condition. If you fail to do so, then the Association will proceed with formal enforcement.

The respondent has previously been sent a Notice of Warning concerning the above stated infraction but has failed to correct the situation.

The respondent is assessed a fine of \$\_\_\_\_\_ under the authority of the most recent resolution of the Board for fines to be imposed in the case of infractions. The fine  is  is not a continuing fine. (A continuing fine is one that can be imposed in the above stated amount for each and every day, month or other specified time period that the infraction which is the subject of this Notice continues.)

Imposition of the above fine is suspended for \_\_\_\_\_ days (no less than five (5) days). If the infraction is corrected within that time, then the fine will be rescinded.

The Board has set this matter for a hearing. See accompanying Notice of Rights and Hearing Before Condominium Board. At the hearing, the Board will decide the validity of the infraction(s) and fine(s) to be imposed, if any.

Right to Appeal If this is other than a Notice of Warning, you have the right to appeal the action taken above to the Association's Board of Directors. In such case, imposition of any fine imposed will be suspended pending determination of the appeal by the Board. If you wish to appeal, you must deliver written notice of the same to the Association's Secretary or the Association's Manager within fifteen (15) days after service or delivery of this Notice to the respondent. The request for appeal will not be deemed to have been delivered until actual receipt by the Association's Secretary or the Association's Manager.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

**NOTICE OF RIGHTS AND HEARING BEFORE BOARD**

RESPONDENT: \_\_\_\_\_

COMPLAINANT: \_\_\_\_\_

Please be notified that a hearing will be conducted before the Upland Green Community Organization Board of Directors at \_\_\_\_\_ O' clock \_\_\_\_m. on \_\_\_\_\_ day, \_\_\_\_\_, 20\_\_ upon the charges made by complainant in the complaint attached to this Notice. In the event that you are not present at the hearing a decision may be made against you.

You have the right to be present at the hearing and to be represented by counsel at your own expense. You are entitled to present any relevant witnesses or other evidence and will be given full opportunity to cross-examine any witnesses presented by the other party.

If any of the parties can show good cause as to why they cannot attend the hearing on the above date, they must submit a written request to the Board at least forty-eight (48) hours prior to the scheduled hearing date.

Failure to appear or to obtain an order rescheduling the hearing will constitute a "default" as per the attached enforcement procedures and the Board may proceed with the hearing.

The respondent may admit to the complaint in whole or in part. In that event, the Board may hold a hearing as to any mitigating circumstances or to determine the appropriate penalty or may make a determination to waive the hearing and simply impose a penalty, if any.

\_\_\_\_\_ DATED: \_\_\_\_\_  
Secretary or Association Manager