**RULES**

**AND**

**REGULATIONS**

**UPLAND GREEN**

**COMMUNITY ORGANIZATION**

**Last Modified: August 31, 2022**

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# 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.

# 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.

# Pets/Animals

* 1. Only household pets may be kept on the Property and they may only be kept as long as they do not unreasonably interfere with the use and enjoyment of any other Lot.
  2. The commercial raising, breeding, training and dealing in animals is prohibited in the Subdivision.
  3. All animals except service animals and household pets are prohibited in common facilities and tracts owned by the Upland Green Community Organization (“Association”). Unless posted otherwise, household pets are prohibited in common facilities and tracts unless they are on a leash and properly licensed.
  4. All pet waste must be immediately removed from the Subdivision and properly disposed.
  5. No material may be left or placed in the Subdivision that attracts wild or feral animals.

# Lot Maintenance

* 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.
     1. Items such as furniture, toys, and other household items being conveyed through Buy Nothing or other Social Media groups may only be placed for pickup on front porches 24-hours before they are picked up. No such items may be left on curbside, on the street, or on lawns.
  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.
     1. Trash, recycling, and yard waste containers may be placed on the curb 24-hours prior to scheduled pick-up and must be returned to a concealed location within 24-hours after scheduled pick-up.
  3. Owners may not allow excessive moss and debris to accumulate on roofs.
  4. Yards must be mowed on a regular basis. Excessive weeds in grass, flowerbeds or driveway cracks is prohibited.
  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.

# Common Areas

* 1. Common area modification or additions are prohibited, except as authorized by the Board of Directors in advance, in writing.
  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.
  3. Loitering is strictly prohibited at all times.
  4. It is prohibited to discard any item onto the common area.
  5. Parking on common areas other than in parking stalls is prohibited.

# Parking and Vehicles

* 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 and must be within the boundaries of the driveway and/or parking area and may not encroach on the street. There shall be no parking on any other portions of the property, including lawn areas and sidewalks. Parking must comply with all applicable governmental laws, ordinances, and regulations.
     1. 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. Moving/storage PODS may not be parked or stored on a Lot in open view from any other Lot for more than seventy-two (72) 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. For the purposes of this subsection, the word “trailer” includes boat trailer, camping trailer, house trailer, utility trailer, or any other vehicle or conveyance designed to be connected to or drawn by a motor vehicle.
     2. All vehicles within Upland Green must meet City of Kirkland requirements
     3. Per City of Kirkland 12.45.210, trailers may not be parked or stored on any street open to the public within the city, except as provided in this subsection.
     4. PODS may not be stored in the Overflow lot.
     5. The only coverings allowed on vehicles are fitted covers or tarps designed for such purpose. Structured coverings, tarps, bed sheets, blankets, and other items not intended for vehicle coverage are prohibited.
  2. Overflow lot Procedures:
     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.
     2. All vehicles in the Overflow lot, even if the vehicle is inoperable, must have current tabs. Boats must be on a trailer; only the trailer must have current tabs.
     3. Parking and entering the Overflow lot is at your own risk at all times. The Association holds no liability at any time for any person, item or vehicle in the Overflow lot.
     4. The Association reserves the right to request additional information as a condition of using the Overflow lot.
     5. If the lock to the Overflow lot is changed, the Association will provide notice to the address indicated on the Form.
     6. The Association 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. The yearly use fee is non-refundable.
  3. Violation of Overflow lot Procedures
     1. In the event that any of the Overflow lot regulations are violated, the Association 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 may be towed at the owner’s expense.
     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.
     3. If the violation has not been corrected within fourteen (14) days of the second notice, the vehicle will be towed at the owner’s expense as provided by law.

# Meetings

Board meetings of the association are held on the third Thursday 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.

# Collection of Assessments

* 1. Unless payment of the full annual assessment is received by January 21st 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.
  2. All payments by check must be made payable to “Upland Green Community Organization” and sent to 11410 NE 124th Street, PMB 222, Kirkland, WA 98034-4305.
  3. Assessments not paid thirty (30) days after the due date will be subject to interest at the rate of 12% per annum.
  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 Association’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 Association’s attorney for collection, including filing a lien, and that the owner will be liable for payment for the minimum charge imposed by the Association’s attorney to cover fees and costs charged to the Association.
  5. Any account that remains delinquent after sixty (60) days will be turned over to the Association’s attorney for collection, including filing a lien. The Association’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 Association’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.

# Owner Registration

9.1 Current Registration. Lot Owners shall maintain with the Board a current registration statement that lists the name, telephone numbers, and correct mailing address of each Owner of the Lot, and the name and telephone number of all Occupants of the Lot. Email addresses for Owners and Occupants may also be provided.

# Short Term Rentals

10.1 Short term rentals such as, but not limited to, AirB&B and VRBO are not permitted within Upland Green unless they meet City of Kirkland requirements.

# Due Process Procedures

* 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.
  2. Informal Dispute Resolution Preferred. It is the intent of the Association 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 Association 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.
  3. Complaint Procedures. Any owner may submit a complaint to the Association giving a full and detailed account of an alleged violation of the governing documents, including who, what, when, and where. Any owner filing a complaint must identify themselves. In case of an emergency, call 911 and/or contact the appropriate authorities prior to notifying the Association.

The Board within fifteen (15) working days of receipt of a complaint, will review/investigate its validity and take appropriate action, which may include but not be limited to providing a copy of the complaint to the respondent, issuing a warning, assessing a fine, scheduling a hearing and/or proceeding with legal action. The Board reserves the right to reject/refuse to take action on any complaint that in the Board’s sole discretion determines to be frivolous, intended for the purpose of harassment, is vague and/or lacking necessary details or is not in the best interest of the Association.

11.4 Appeal. Any owner who has been assessed a fine may request a hearing to appeal the imposition of the fine. All appeals/requests for a hearing must be received by the Association, within fourteen (14) days of the notice of fine. The appeal/request for hearing must include the name of the owner who is appealing, an explanation of the basis for the appeal and a request for a hearing. Failure to appeal/request a hearing within this time frame shall be deemed validation of the fine.

11.5 Hearing Procedures.The hearing will take place at a time and place to be determined by the Board. The hearing shall be informal. At the beginning of the hearing the designated member of the Board shall explain the rules and procedures by which the hearing is to be conducted, including but not limited to, setting time limits as deemed appropriate. Unless otherwise determined by the Board, the order of proceedings shall be as follows:

1. Each party to the proceeding will be entitled to make an opening statement.
2. Each party will be entitled to produce evidence, witnesses and testimony.
3. Each party will be entitled to make a closing statement.
4. Any member of the Board may question any party or witness. Board members may, on their own motion, call additional witnesses or secure evidence.

* 1. 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.
  2. Decision**.** The Board shall issue a final order. Upon a decision by the Board 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 Board may provide in its order for the imposition of a reasonable fine not to exceed the maximum amounts set herein. The Board may also provide for continuing fines in the event that the respondent does not comply with the order of the Board, including the payment of the fines, within the allotted time. 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 Declaration in same manner as for assessments. The decision of the Board shall be served on each party to the matter.

# 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 $100.00 fine, at the Board’s discretion.

2nd violation of the same provision of the Governing Documents: Fine up to $250.00, at the Board’s discretion.

3rd or more violation of same provision of the Governing Documents: Fine up to $500.00, 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 $25.00 per day, beginning ten (10) calendar 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 present any relevant witnesses or other evidence.

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