

RULES & REGULATIONS
FOR WANDERMERE ESTATES
HOMEOWNERS ASSOCIATION

July 17, 2017

Wandermere Estates Homeowner Association
Housing for Persons 55 years of Age and Older
Rules and Regulations

Article 5.14 (a) of the Wandermere Estates Homeowners Association (“Association”) Bylaws authorize the Association Board of Directors (“Board”) the power to adopt Rules and Regulations governing compliance with the laws and regulations governing housing for persons fifty-five (55) years of age and older, the use of the common property and facilities and the personal conduct of the members and their guests thereon and to establish penalties for the infraction thereof.

The purpose of these Rules and Regulations is to clarify and strengthen the CC&Rs and other controlling documents and to provide for enforcement procedures for these documents in order to maintain the appearance of the common areas in the Wandermere Estates Development (“Development”) and the individual homeowners investments.

Rules and Regulations promulgated by the Board shall apply to and be binding upon the owner and occupants within Wandermere Estates and their guests. Owners shall be responsible for the actions of these individuals and for their compliance with all the governing documents of the Association. Owners shall be responsible for informing these individuals of the governing documents and shall take such action as may be required to secure compliance when violations occur.

The following Rules and Regulations were approved by the Board on July 27, 2017 at a special meeting of the Board and will take effect on August 1, 2017. Proposed additions or amendments to the Rules and Regulations must be submitted to the Board in writing and will be considered at the next scheduled Board meeting or at a special meeting if warranted. Adoption of any addition or amendment to the Rules and Regulations shall be implemented by majority vote of the Board and will be effective upon adoption unless another effective date is selected by the Board at the time of adoption.

A - Rules and Regulation Established Pursuant to CC&Rs

Section 1: Housing for Persons 55 Years of Age and Older See Article 8.25 of CC&Rs

Wandermere Estates operates as housing for persons 55 years of age and older and, therefore, the Homeowners Association shall comply with the requirements noted in the separate **RULES AND REGULATIONS FOR HOUSING FOR PERSONS 55 YEARS OF AGE AND OLDER**.

Section 2: Maintenance of Lots, Homes and Other Improvements (See Article 7.1)

Owners are responsible for maintaining their lots, homes and other improvements in good order and repair. Such maintenance includes but is not limited to painting and/or other appropriate external care of homes and other improvements, seeding, watering, weed control and mowing of lawns and regular pruning and trimming of all shrubs, bushes and trees. In those cases of undeveloped lots, owners are responsible for keeping all weeds killed and grasses over 9" cut and sprayed and for keeping lots free of all debris and refuse with such frequency as to not negatively effect the appearance of the development.

Section 3: Parking (See Articles 8.3 and 8.18)

Unless kept in a garage, parking of boats, trailers, motorcycles, trucks, truck/campers, motor homes, personal watercraft and like equipment may not be parked on lots, driveways, or in streets for more than 48 consecutive hours. If parked for a period of time exceeding 48 hours, the Board and/or management company may have the vehicle or equipment towed after providing five (5) days written notice to owner of intent to tow. Owner of the vehicle or equipment shall be responsible for all towing and storage costs associated therewith.

No work vehicle larger than a standard size pick-up truck or van may be parked on any lot, driveway or in streets overnight. Other vehicles including owner's or guest's personal auto(s) may not be parked in streets overnight. Habitual parking of any of the above vehicles on lots, driveways or in streets is not permitted.

Hammerhead spaces throughout the Development are designed for vehicle turnarounds and parking of private vehicles or equipment is prohibited.

Section 4: Vehicle and Equipment Maintenance (See Article 8.17)

Owners and/or their guests may not perform maintenance on any vehicle(s) or equipment on their property or in the streets or common areas other than minor repairs requiring no more than twenty-four hours to complete. Any such maintenance work should, to the extent possible, be performed in the owner's garage with the garage door closed.

Performance of maintenance work on vehicles or equipment must not create a nuisance, annoyance to or danger to other owners.

Section 5: Animals (See Article 8.12)

Two household pets such as cats or dogs may be kept provided that they are not kept, bred, or maintained for commercial purposes and that they are kept under reasonable control at all times. Dogs must be kept on a leash at all times when in any common

areas. Owners and guests are required to clean up after pets if pets soil any common areas.

Owners are responsible for control of their pets at all times and must assure that their pets do not cause an annoyance or a nuisance to others.

Owners may install kennels subject to the following criteria:

1. Maximum of 100 square feet in size.
2. Material is to match the exterior siding of the home.
3. Kennel is to be constructed and attached to the rear of the home using the exterior of the home as one side of the kennel, screened from public view.
4. The design and placement shall be approved by the Architectural Review Committee (ARC) prior to construction.

For the safety of everyone and for the cleanliness of the Development, owners and guests are prohibited from feeding or otherwise caring for wildlife within the boundaries of Wandermere Estates. Such wildlife would include but not be limited to: deer, marmots, wild turkeys, stray cats, etc.

Section 6: Garbage and Refuse Disposal (See Article 8.14)

All garbage and refuse must be kept in sanitary containers as approved and provided by the refuse company and such containers must be concealed from view of other homes, streets, and common areas except on days designated for collection. All other refuse containers, plastic bags, woodpiles or storage piles must also be concealed.

Section 7: Fences (See Article 8.8 and 9.10)

With the exception of perimeter fences around swimming pools as required by applicable government agencies and approved by the ARC, only underground invisible fences may be installed on any lot.

Walls or shrubs are permitted to delineate lot lines, but only with the approval of the ARC.

Section 8: Signs (See Article 8.11)

Unless specifically approved by the ARC, no signs shall be installed or displayed on any lot other than signs advertising lots for sale, provided that these signs shall be of reasonable and customary size, not to exceed five square feet. These signs must be properly maintained by the owner of the lot and/or his or her agent and may not, at any time, be unsightly. Signs that are not properly maintained may be removed by the Board or management company.

Signs of any type or size may not be displayed in any street or common area. All signs found in these areas will be removed.

Section 9: Outbuildings and Temporary Structures (See Article 8.2, 8.4, and 8.24)

Only single family homes for which plans have been approved by the ARC may be erected on any lot. No trailer, basement, tent, garage, or other temporary structure may be used as a residence and no other buildings or structures of any kind may be placed or constructed on any lot. A Spokane County Occupancy Permit must be issued prior to living in the home.

Section 10: Antennas and Satellite Dishes (See Article 8.15)

No antennas or towers of any kind may be installed on a home or lot. Satellite dishes are permitted that do not exceed twenty-four (24) inches in diameter. Dishes must be installed on the home and may not be placed in any other location on a lot.

Section 11: Clotheslines (See Article 8.16)

No exterior clotheslines may be erected on any lot.

Section 12: Commercial Enterprise/Business (See Article 8.3)

No trade, craft, business, profession, commercial or manufacturing enterprise or business or commercial activity of any kind shall be conducted or carried out upon any lot, or within any home located on a lot, nor shall any goods, equipment, vehicles, including buses, trucks, and trailers of any description, or materials or supplies used in connection with any trade, service, or business, wherever the same may be conducted, or any vehicles in excess of 20,000 pounds gross weight (including buses, trucks, and trailers of any description) used for private purposes, be kept, parked or stored, dismantled or repaired on any lot, outside of any lot, or in any common areas or streets. Home occupations may be permitted with the specific approval of the ARC.

Section 13: Rental Units (See Article 8.23)

At no time shall a home within Wandermere Estates be used as/or become a rental unit except as follows:

- a. An owner of a home may request the Board allow them to rent their home. If, at the discretion of the Board, a sufficient hardship exists, the Board may allow owner to rent the home for such duration as determined by the Board.
- b. The owner of said home shall provide the renter a copy of the Articles, Bylaws, and Rules and Regulations. All rentals shall include a provision requiring renter to abide by said Articles, Bylaws and Rules and Regulations. Any breach of these documents will be the sole responsibility of the owner of the home.

- c. Any home within Wandermere Estates being rented must have a written rental agreement signed by the renter and the owner. Upon request of the Board, the owner shall provide a copy of this rental agreement to the Board.

Section 14: Nuisances (See Article 8.10)

No noxious, illegal, or offensive activities shall be carried out in any home or in any part of the property, nor shall anything be done thereon which may be or may become an annoyance or a nuisance or which shall, in any way, increase the rate of insurance for the Association or cause any insurance policy to be canceled or to cause a refusal to renew the same, or which will impair the structural integrity of any building.

Section 15: Architectural Control (Article 9)

As of the date of these Rules and Regulations, the Architectural Control Committee (ARC) is appointed and controlled by the Developer. The ARC Rules are found in Article 9 of the CC&Rs. Each owner is responsible for ensuring compliance with the ARC Rules and any aspect of these Rules and Regulations related to construction or maintenance activity on the owner's lot or dwelling by contractors or others performing such activity. The ARC Rules will be enforced by the Board in accordance with their terms and the terms of these Rules and Regulations.

B - Additional Rules and Regulations Established by the Board of Directors as Authorized by Article 5.14 (a) of the Wandermere Estates HOA By-Laws

Section 1: Speed Limit

All streets in Wandermere Estates are private streets and the speed limit on these streets has been established by the Board as twenty-five (25) miles per hour. It is expected that all owners and their guests as well as all construction vehicles and commercial vehicles will observe this speed limit. Signs are posted to remind all drivers of this speed limit. Offender will be notified and fined in accordance with Section D of these Rules and Regulations.

Section 2: Garage and Yard Sales

Garage and yard sales are prohibited within the boundaries of the Development unless specifically permitted by the Board. An annual Development-wide sale may be allowed by the Board for which guidelines and timeframes will be established by the Board.

Section 3: Sports Equipment

Basketball hoops, skateboard ramps, playground equipment or other similar equipment is not permitted in any street or common area unless specifically authorized by the

Board. If such equipment is used on any lot, it must be in an area that is not visible from the streets.

Section 4: Holiday Decorations

To maintain consistent appearance within the Development, holiday decorations, including lights may not be installed or displayed on any home or lot more than forty-five days prior to any holiday and must be removed within 45 days after of the holiday.

Section 5: Solicitors

Wandermere Estates is for residents and guests only. Solicitors are not allowed within the boundaries of the Development. In order to prevent such soliciting, owners should not allow unknown parties to enter the Development.

Section 6: Gate Usage

Owners will be issued individual gate codes from the management company or an agent authorized by the Board. If unauthorized or excessive use is detected, gate codes may be changed with notice to the owner. It is preferable to allow guests into the Development by means of telephone entry.

Section 7: Construction and Other Work/Delivery Vehicle and Equipment Access

All construction and other work/delivery vehicles and equipment must enter and exit the Development only through the Perry Street gate. It is the responsibility of the owner of each home or lot to advise the owners of these vehicles of this requirement and to assure that this requirement is followed.

Section 8: Construction Activity and Permitted Hours for Work

While a new home is being constructed or work is being done on an existing home or lot, it is the owner's responsibility to monitor contractors' construction activity in the following areas:

- Construction materials must be stored in a neat, orderly manner.
- Garbage and other debris must be removed daily.
- Concrete truck cleanout must be done on the owner lot only.
- Construction work is permitted on the following days and hours:
 - Monday through Saturday: 7:00 AM to 7:00 PM
 - Sunday: No work permitted

Section 9: Quiet Time

Owners and other occupants of homes are expected to be considerate of their neighbors and not create loud or obnoxious noises between the hours of 10:00 PM and 7:00 AM.

Section 10: Transfer Fees

Whenever a lot or home is sold in Wandermere Estates, a transfer fee of one-hundred dollars (\$100) will be assessed and will be to management company payable at closing of escrow. This fee will be used to cover the cost of transfer paperwork from one owner to another. The fee may be paid by the seller, purchaser, or split between both.

C - Assessments and Financial Enforcement

Section 1: Assessments

Assessment is defined in Article 1.3 of the CC&Rs as that portion of the cost of maintaining, improving, repairing, operating, and managing the common property and other applicable portions of the property which is to be paid by each lot owner as determined by the Association under this Declaration. In accordance with the originally recorded CC&Rs and the second amendment to the CC&Rs, there are three categories of Assessments: Base Assessments, Yard and Lawn Maintenance Assessments, and Special Assessments.

- a. **Base Assessments:** As amended in the Second Amendment, each lot's share of the Base Assessment for the Association's fiscal year (January 1 - December 31) shall be revised when a non-declarant owner takes title to a lot. The Board shall determine and fix the amount of the Base Assessment against each lot at least thirty (30) days in advance of the beginning of each fiscal year. If a lot is purchased during the fiscal year, the owner will be billed for a pro-rated amount based on the purchase date.
- b. **Yard and Lawn Maintenance Assessments:** As amended in the Second Amendment, the Yard and Lawn Maintenance Assessment shall apply only to lots in Phase 1. The Board shall determine and fix the amount of this Assessment against each lot in Phase 1 at least thirty (30) days in advance of the beginning of each fiscal year.
- c. **Special Assessments:** In addition to the Base Assessment and the Yard and Lawn Maintenance Assessment, the Board may levy, in any fiscal year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the Wandermere Estates expenses for that fiscal year that are not met with the Base Assessment. Special Assessments may also be levied against an individual lot and its owner to reimburse the Association for costs incurred in bringing that owner and his/her lot into compliance with the

provisions of this Declaration and the Bylaws, including attorney's fees and costs.

- d. Dues are based on the original recorded plat of Wandermere Estates. Dues are payable for all lots and/or portions of lots on the original plat. Combining of lots and/or lot line adjustments does not relieve payment of dues on each lot and/or portion thereof.

Section 2: Payment of Assessments

- a. Base Assessments are payable on all lots in the amount set by the Board. Base Assessments are to be invoiced by January 5 and may be paid in one or two installments. If paid in one installment, it must be paid no later than February 28. If paid in two installments, they must be paid no later than February 28 and August 31, one half of the annual assessment each time. If paid after these dates, a late charge of \$10 shall be assessed for each month or fraction thereof from the due date (February 28 and August 31) until the assessment and all late charges are paid. In addition to this late charge, each unpaid assessment shall accrue interest at a rate of twelve percent (12%) per annum from the due date. If no portion of the assessment is paid by February 28, the entire assessment is due immediately and the option to pay in two installments is no longer available.
- b. Yard and Lawn Maintenance Assessments are payable only on lots in Phase I. Payment due dates, option and late charge and interest penalties shall apply as specified in the Base Assessments above.

The enforcement of assessment obligations is described in Article 4.10 of the CC&Rs.

If assessments and/or late charges and interest are not paid, the following steps will be taken:

1. A demand letter will be sent if assessments are not paid within 30 day of the dates specified above (February 28 and August 31).
2. A Pending Lien Notice will be sent if assessments and/or fines are not paid within 60 days of these dates and a fee of \$50 will be charged for this Notice.
3. A lien will be recorded if assessments and/or fines total one half of the annual assessments and a fee of \$125 will be charged for this lien as well as all costs associated in obtaining and satisfying the lien.
4. Foreclosure, litigation and/or collection may be initiated if the outstanding balance exceeds an amount equal to one year's assessments. If such action becomes necessary, all fees and costs incurred will be charged to the delinquent party including attorney fees.

5. Any monies paid which do not cover all past due assessments plus late charges and other penalties will be applied in the following priority:
 - i. Attorney fees and costs
 - ii. Assessments
 - iii. Fines and penalties
 - iv. Late fees
 - v. Interest

D - CC&R and Rules and Regulations Enforcement and Fines

Section 1: General Enforcement Process and Fines

Except in the event of violations described in Section 2, below, the following steps will be taken in the enforcement process:

1. If a violation of any Article of the CC&Rs and/or these Rules and Regulations occurs, a courtesy notice will be issued. If the violation is corrected within the time frame in the notice, the issue will be considered resolved.
2. If the violation is not corrected within the time allowed, a final notice of violation will be issued with a stated deadline for correction of the violation. If the violation is not corrected prior to the deadline, a notice of fine will be issued. Repeat similar violations occurring within six months will not receive courtesy letters prior to the fine. The schedule of fines is as follows:
 - a. First violation \$50.00
 - b. Second similar violation \$75.00
 - c. Third & subsequent violation \$100.00

If the owner disputes the violation or imposition of the fine, the owner may submit a request for hearing within seven (7) days after receipt of the final notice of violation. If a hearing is not timely requested, the right to dispute the violation and fine will be deemed waived. If a hearing is requested, the violation and fine will be determined at a hearing conducted by one or more members of the Board, and their decision shall be final. As to any violation of a continuing nature, additional fines shall be levied until the violation is corrected; after consideration of the nature and severity of the violation, the Board may determine the interval for imposition of repeat fines, including without limitation, daily, weekly or monthly, although daily shall be the default. Unpaid fines will be turned over for collection or other legal action. Said collection will also result in attorney fees and costs being charged. Fines are not subject to late fees.

Section 2: Enforcement Process and Fines for Violation of ARC Rules

Because construction or other improvements or changes to lots and dwellings (for purposes of this Section D.2., collectively “improvements”) without ARC approval can have a significant, long-term impact on the neighboring owners and their properties, and the Wandermere Estates community as a whole, any improvement covered by Article 9

of the CC&Rs that is performed without prior approval of the ARC when such approval is required will constitute a separate violation for each day such work on such improvement continues, or the resulting improvement remains in existence.

1. If the owner has applied for ARC approval and the ARC has denied the application in writing, no courtesy notice will be given before a notice of violation is issued. The Board, in its sole discretion, may suspend daily fines for the violation if the owner agrees to promptly restore the lot or dwelling to its condition prior to commencement of the unapproved work; provided, such suspension will become effective only as to daily fines accruing on or after the date of commencement of such restoration work, and will only remain in effect if the restoration work is diligently pursued to completion. The Board may reinstate any suspended fines in the event the foregoing conditions are not met.
2. If the owner has not applied for ARC approval, a courtesy notice will be issued to the owner, and the owner will be given an opportunity to apply for ARC approval; provided, all work on the improvement must cease immediately upon delivery of the courtesy notice, and may not recommence unless ARC approval is given for the improvement.
 - a. Failure to immediately cease work on an unapproved improvement after receipt of the courtesy notice will result in issuance of a notice of violation and imposition of daily fines retroactive to the date of commencement of work on the improvement; provided, work solely for the purpose of making conditions safe or weathertight may continue after issuance of the courtesy notice if the owner notifies the ARC of the purpose, nature, and approximate duration of such work.
 - b. The owner's application for ARC approval must comply with all requirements of Article 9 of the CC&Rs. If the ARC denies the application for the improvement, the owner shall promptly commence work to restore the lot or dwelling to its condition prior to commencement of the work on the improvement; failure to do so will result in issuance of a notice of violation and imposition of daily fines retroactive to the date of commencement of work on the improvement.
 - c. The Board, in its sole discretion, may suspend daily fines for the violation if the owner does promptly commence such restoration work, and any such suspension will only remain in effect if the restoration work is diligently pursued to completion. If the ARC grants approval for the improvement, no daily fine for the violation will be imposed; however, to avoid encouraging improvements without making application for ARC approval, the Board shall impose a one-time fine in an amount determined in the sole discretion of the Board, but not less than \$200.

Daily fines for making improvements without ARC approval are as follows:

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| Landscaping: | \$50 per day, first 30 days |
| All other improvements: | \$100 per day, first 30 days |
| All fines double after 30 days | |