

CAPITOL CITY GOLF CLUB ESTATES

RULES AND REGULATIONS

ENFORCEMENT POLICY WITH FINE & FEE SCHEDULE POLICY

Rules and Regulations are established to protect the rights of all residents and to preserve the attractive, uniform appearance of the Capitol City Golf Club Estates community. Rules and Regulations are meant to clarify and supplement the Declarations and Bylaws of Capitol City Golf Club Estates ("CCGCE") with which all members, their guests, and tenants are required to comply. It is the legal responsibility of all homeowners and residents to know and abide by the provisions of the governing documents recorded with the Thurston County Auditor on December 26, 1962 under recording number 670745, and any amendments thereto Declarations, Articles of Incorporation, Bylaws of Capitol City Golf Club Estates Association a Non-Profit Corporation, Incorporated Under the Laws of the State of Washington ("Bylaws"). Failure to comply may result in the issuance of fines, administration fees, actions to recover sums due for damages or injunctive relief, or both, maintainable by the Board of Trustees (the "Board") for the Association or by an aggrieved member against the party failing to comply. Members are responsible for ensuring their tenants and guests comply with the Governing Documents.

Updated 1/20/2022

Potential Violations May Include But Are Not Limited To:

RESIDENTS

1. All owners are responsible to provide a copy of the *Declarations* and related Rules and Regulations to their family, lessees, tenants, guests or occupants of their unit.
2. Signed acceptance of the *Declarations* and related *Rules and Regulations* must be a part of every lease agreement.
3. Owners are responsible for notifying the Association when a unit occupancy or rental change occurs. Each change in occupancy requires:
 - a) A completed RESIDENT INFORMATION FORM must be submitted. This tells the Association the identity of the tenant and current contact information for the owner. A copy of this form can be found on the website or requested from management.
 - b) A current, signed copy of the lease with addendum that tenant has received a copy of the Association's rules and agrees to follow said rules.
4. All owners of residents are responsible for the actions of their guests when they are on Association property.
5. The unit is for residential purposes only. Commercial activity of any kind other than a home office is prohibited.

EXTERNAL APPEARANCE

1. Any proposed exterior change which will visually affect the appearance of your house or lot must be submitted in writing to the Architectural Control Committee (ACC). A form for this purpose can be found on the CCGCE website or requested from management. Changes include but are not limited to painting, doors, windows and garage changes, landscaping remodels, tree removal and planting, driveway changes, fences, and roof replacements. Any unapproved alterations may be subject to an immediate fine and be required to be returned to the original condition at the expense of the unit owner if the ACC so determines.
2. The exterior of the home and fences must be maintained by the owner, free of discoloration, peeling paint, moss, or general disrepair to include but not limited to siding, roofs, windows and doors.
3. Landscaping must be maintained free of weeds and long grass. Bushes and trees need to be pruned regularly, also away from the roadway so that there is not an obstruction of sight lines along street by vehicles, fences, bushes, trees or other plantings, and provide a road height clearance of fourteen feet, and any dead plants removed.
4. No fence or wall, except net or mesh fences designed to protect against injury from errant golf balls, shall exceed six (6) feet in height. No fences or walls shall be erected or placed closer than 25 feet fronting any street. Provided, however, that decorative picket fences, block retaining walls, or rail fences not exceeding three and one-half feet may be erected along any property line.
5. No rubbish, litter, or debris are to accumulate on the lot.
6. Garbage containers may be stored either on the side of the house or in the garage, not in front of the home and not on the street.

PETS

1. Domestic household pets, such as cats and dogs, may be kept by residents if the pets are well managed. Inappropriate behavior such as excessive barking or aggressive behavior is not allowed. Poultry or livestock are not permitted.
2. Pets are not to be left alone or unattended while outdoors. No pets shall be left free to roam. No pet shall be tethered, tied up, or caged for extended periods. Animals may not be tied to a tree,

fence or tie down outside of an enclosed fence area.

3. Pets that are off premises of owner at CCGCE must be on a leash.
4. Pet owners are responsible for cleaning up all waste of their pets.
5. The Municipal Code of the City of Lacey, Sections 7.04.050 to 7.04.080 that concerns animals is fully incorporated into this Policy.
6. Pets are not permitted to exercise on the Golf Course.

PARKING

1. Residents should use the garage for vehicle parking first and storage second. Up to two vehicles, trailers or RV's may be parked in the driveway at once. All parked vehicles must be completely on the driveway, avoiding damage to landscaping. If the residency does not have a "cut out" or adjacent parking area then up to four vehicles may be parked in a driveway with all vehicles being completely on the driveway and not protruding onto the street.
2. An owner may apply for ACC approval to turn an area adjacent to the driveway into an approved parking area for one vehicle, trailer or RV only. Only one adjacent parking area is allowed.
3. An owner may apply for ACC approval to create a front cut out space for the purpose of parking one vehicle only. RV's may not be parked in a front cut out. Please see the Associations *Cut Out Policy* (found on the website or by request to management) for more information.
4. Street parking is for short term parking only. Permanent or extended parking on the street is not allowed.
5. In addition to the violation and fine policy, any vehicles parked in a "no parking" area or in a manner that disrupts traffic will be subject to immediate towing at the owner's expense.
6. Inoperable vehicles and trucks at, or exceeding, 10,000 GVW may not be parked anywhere in the community,
7. Only minor auto repair work, which can be completed in one day, shall be conducted in the community.
8. The posted traffic regulatory signs of stop, yield, and speed will be enforced.
9. Service Vehicle shall be defined as any service vehicle or truck actively involved in the maintenance, renovation, or repair of any structure or lot within CCGCE.
10. Circular driveways are to be considered as an adjacent parking area and parking for one vehicle. Only one adjacent parking area is allowed.

NEIGHBOR TO NEIGHBOR COMPLAINTS

Often a resident is unaware that an action by them or their guest is in violation of the Rules. In the event an informal discussion with the offender does not resolve the issue, the offended party may submit a written complaint (paper or email) to the Community Manager. The written complaint must include the specific date, time, and a brief narrative of the issue. The complaint must include a narrative of discussion between the distressed party and the alleged offender. The Community Manager shall then attempt to work toward a solution that is mutually agreeable. If not agreed upon by both parties, the issue shall be sent to the Board for a decision that will be final.

COMPLIANCE

The Board has the authority under Washington State Law RCW 64.38.020(11) to use monetary fines to assure timely and consistent compliance with the Rules and Regulations and governing documents. Three separate actions are required:

- a) The fine schedule must be known to all owners and residents.
- b) There must be written notice of the infraction.
- c) The person being fined must have an opportunity to be heard.

Collectively, these three steps comprise DUE PROCESS.

Infractions may result in a fine and administrative costs. All fines shall be charged to the owner's account and will be deposited to the operating account of the Association.

FINE POLICY (for normal violatios)

First Violation	Written Notice	Courtesy Reminder
Second Violation	Written Notice	\$25.00 Fine
Third Violation	Written Notice	\$50.00 Fine
Subsequent Violations	Written Notice	\$75.00 Fine

***NOTE: THE VIOLATION OF FAILING TO GET APPROVAL FOR EXTERIOR MODIFICATIONS IS SERIOUS IN NATURE AND WARRANTS A FINE ON FIRST NOTICE (Rule External Appearance #11)**

***FINE POLICY (for not getting ACC approval)**

First Violation	Written Notice	\$35.00 Fine
Second Violation	Written Notice	\$50.00 Fine
Third Violation	Written Notice	\$75.00 Fine
Subsequent Violations	Written Notice	\$100.00 Fine

All fines are also subject to an additional administrative fee at the current rate. Same violations repeated within one year will receive the next violation and not start over at a Courtesy Reminder. Unpaid fines and fees are considered delinquent under the same rules as the monthly assessments. If fines and special assessments are not paid, they are subject to a property lien and additional legal proceedings. Please see the Association's *Collection Policy* adopted September 2017 for more information.

WHEREAS, a meeting of the Board was convened to implement this Policy at the time, date and location set above on 1/20/2022;

WHEREAS, the Association Secretary, by signing below, attests that Board members were sent notice, or waived notice in writing or by attending the meeting, and that a quorum of Board members was present either in person or by Electronic Devices;

WHEREAS, timely payment of the Association's maintenance assessment and other charges of the Association ("Assessment") is crucial for the Association to operate effectively and efficiently. Assessments for common expenses are the obligation of every owner and are collected to pay for things such as upkeep of the property and operations of the Association which benefit all owners. Delinquencies can create cash flow problems which jeopardize the Association's ability to meet the purposes for which the Association is established as enumerated in the *Declaration* applicable to CCGCE, recorded with the Thurston County Auditor on December 26, 1962 under recording number 670745, and any amendments thereto *Declarations*, the *Articles of Incorporation*, and the *Bylaws* of CCGCE Association a Non-Profit Corporation, Incorporated Under the Laws of the State of Washington ("*Bylaws*");

WHEREAS, to help ensure timely payment and provide owners advance notice of the consequences of delinquency, the Board finds that it is in the best interests of the Association to adopt administrative rules and regulations containing uniform and systematic procedures for the collection of unpaid Assessments;

WHEREAS, the Board is charged with enforcement of the provisions of the *Declarations, Articles of Incorporation, Bylaws and Rules and Regulations* of the Association (together, the "Governing Documents"). Correcting compliance issues at the lowest possible level is in the best interests of the Association because it reduces the amount of administrative time necessary to deal with infractions, lessens the duration of infractions, and may save in legal expense. It also promotes a harmonious living environment. To this end, a fine schedule for violations of the Governing Documents helps the Association ensure residents' compliance with the Governing Documents.

WHEREAS, "Assessments" as used in this Resolution include all of the amounts chargeable under the Declaration, its *Bylaws, Rules and Regulations* and at law, including but not limited to annual and special Assessments, fines, costs, interest, late charges, attorneys' fees and all other costs of collecting delinquent assessments;

WHEREAS, the Board's and Association's powers to take the actions set out herein are set out in the Washington Homeowners' Association Act (RCW 64.38 *et seq.*, the "HOA Act"), the Washington Nonprofit Corporations Act (RCW 24.03 *et seq.*), the Articles of Incorporation, the *Declarations*, and the *Bylaws*, including, *but not limited to*, the sections enumerated below:

1. RCW 64.38.020(1) provides that the Association may adopt and amend bylaws, rules and regulations.
2. RCW 64.38.020(2) provides that the Association has the power to adopt and amend budgets and impose and collect Assessments for common expenses.
3. RCW 64.38.020(11) empowers the Association to impose and collect charges for late payments of Assessments, and, after notice and opportunity to be heard, levy fines for violations of the Governing Documents according to a previously established schedule.
4. RCW 64.38.020(13) & (14) provide that the Association may exercise any other powers that may be exercised by a nonprofit corporation in Washington and may exercise any other powers necessary and proper for the governance and operation of the Association.
5. RCW 64.38.050 states that any violation of the provisions of the HOA Act entitles an aggrieved party to any remedy at law or equity, and that a court may award reasonable attorneys' fees to the prevailing party.
6. Article 12 of *Declarations* provides that every person or entity who is a fee owner or contract purchaser of a lot shall be a member of the Association. each lot owner shall be subject to all obligations of a Member, including, but not limited to the obligation to pay assessments.
7. Article 12 of *Declarations* provides that assessments in an amount established by the Board shall be payable to the Association by its members.
8. Article 12 of *Declarations* further provides that assessments shall constitute a lien against the lot until paid in full.
9. Article 12 of the *Declarations* provides. that each residential lot and each residential unit of a multi-family lot, is subject to assessment by the Association for the purposes of paying the common expenses and paying for other improvements, goods, services and expenses necessary to carry out the Association's functions.
10. Article 12 of *Declarations* further provides that the unpaid Assessment, together with interest, costs and attorneys' fees incurred in collecting past due assessments, shall constitute a lien upon the lot and may be foreclosed in the same manner as a real property mortgage.
11. Article 12 of *Declarations* authorizes the Association to take any action it deems appropriate to collect any delinquent dues or assessments, and that the Association shall be entitled to recover its costs, including attorneys' fees.

12. Article 12 of the *Declarations* provides that failure by the Board to enforce any covenant, condition or restriction for any contained in the *Declarations* or *Bylaws* of the Association in any certain instance or particular occasion, shall not be deemed a waiver of the Board's right of enforcement with respect to any future breach of the same or any other such covenant, condition or restriction.

NOW THEREFORE, the Board, with respect to the powers outlined above and in consideration of the Association's best interests, and after consideration and deliberation regarding the matters set forth

BE IT RESOLVED, that the attached Enforcement Policy with Fine & Fee **schedule** hereby adopted and shall become part of the Association Rules and Regulations **Effective March 1, 2022**, shall supersede all previous enforcement policies or procedures and any other rules to the extent that they are inconsistent herewith.

BE IT FURTHER RESOLVED, that the Enforcement Policy with Fine and Fee Schedule be mailed to all lot owners to their lot addresses unless another has been provided to the Board, in which case it shall be mailed to the designated address, by the Management Company otherwise stated in the Violation Letter, members will have 30 days to correct the violation.

Opportunity for Hearing. A member who has been sent a Violation Letter may request a hearing on the violation by sending a written request to the Board within 14 days of the date of the Violation Letter, unless other response date is provided for in the Violation Letter. Failure to request a hearing in a timely manner is a waiver of the owner's right to challenge the violation and imposition of a fine. If a hearing is requested, the hearing will be scheduled and held in the following manner:

1. Notice of Hearing. When the Board has received a timely request for hearing, it will provide the affected owner with written Notice of a Hearing before the Board regarding the violation or proposed action. The hearing shall be set not less than 10 nor more than 30 days of the receipt of the timely request for hearing, and shall be set between the hours

of 8:00 a.m. - 10:00 p.m. unless the Board and the affected owner otherwise mutually agree upon a date and time for the hearing. The Notice of Hearing shall include (a) a statement of offense, (b) the proposed action and/or fine, (c) the date, time and place of the hearing, (d) any time limits upon the presentation of evidence; and (e) whether the affected owner may offer a written statement in lieu of appearance.

2. Continuance of Hearing. Once a hearing has been requested and set in accordance with the preceding paragraph, the Board shall have discretion to allow or disallow a continuance of the hearing at the request of the owner. Failure to appear at the hearing shall constitute waiver of the opportunity to be heard.

3. Attorneys. If the owner intends to have an attorney present at the hearing, the owner must notify the Board 7 days prior to the hearing so that the Association may also have counsel present.

4. Hearing Procedures. At the hearing, the affected owner shall have a reasonable amount of time under the circumstances to present evidence and argument to the Board regarding the violation. Specific time limits may be set out in the Notice of Hearing. Additional time may be granted by mutual agreement of the parties.

Presentation of evidence or argument shall be subject to reasonable rules of procedure established by the Board to assure a prompt and orderly resolution of the issue. Other owners may be allowed to present evidence or argument demonstrating the violation or in favor of the imposition of fines in accordance with procedures established by the Board, or at the discretion of the Board.

5. Decision of the Board. Within a reasonable time, the Board will meet in executive session to make its decision on whether a violation has been committed and shall endeavor to send the owner notice of its decision in writing in the same manner in which the notice of the meeting was given within 14 days of the

hearing. Any fines imposed after a hearing shall become due on the first of the month following the notice of the Board's decision unless the notice of decision states otherwise.

6. Multiple Violations prior to Hearing. One or more violations of the Governing Documents and/or proposed fines may be combined and heard in one enforcement hearing, if convenient to the Board. Once a hearing is set for one or more alleged violations, additional alleged violations and fines occurring subsequent to the initial notice(s) of violations and prior to the date of the hearing may also be heard at the scheduled hearing, at the discretion of the Board.

7. Additional Violations after Hearing. An owner is entitled to one hearing per type of violation. A request for an additional hearing may be denied if the Board determines that the violations are continuing in nature and that no evidence that could be presented by the owner would change the previous decision of the Board. Notice that a request for hearing has been denied may be sent in the manner of a Notice of Hearing.

D. No Waiver/ Not Exclusive Remedy. The foregoing shall not be deemed a waiver of any right to enforce or take any other action available under the Governing Documents or at law. The sanctions, fines, fees, interest and penalties set out herein are in addition to, and not in lieu of, other remedies or sanctions available to the Association by law or by the Governing Documents.

E. Fines are Assessments. Owners shall be financially responsible for all fines, damages and other amounts assessed resulting from their own actions, and the actions of their tenants, guests or occupants. Fines imposed under this schedule constitute assessments under the Governing Documents and may be enforced as such, including the imposition of late fees and interest. Unpaid fines shall constitute a lien against the lot.

F. Costs Incurred in Enforcement. In addition to the sanctions set forth above, all costs incurred in enforcing the Governing Documents, including, but not limited to, attorneys' fees, interest, recording fees and other costs incurred in collecting fines or attempting to obtain compliance with the Governing documents constitute assessments, shall constitute a lien against the lot, and may be collected in the manner for collection of assessments.

Certification of Adoption

The undersigned officers of the Capitol City Golf Club Estates hereby certify that the foregoing Rules and Regulations were duly adopted by the Board of Trustees at a meeting of the Board held on January 20, 2022.

These Rules and Regulations supersede all previous house rules and shall be effective March 1, 2022.

Adopted this _____ of _____ 2022

Board President

Board Secretary