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The HRMHA is responsible for ensuring the community remains aesthetically pleasing, so everyone can enjoy the benefits of a well-managed and compliant community. Many documents are available to help educate the community on the proper ways to conduct themselves, so everyone living here will enjoy the maximum pleasure without annoyance or interference from others.

Unfortunately, not everyone shares this vision, and at times, the HOA will need to help reinforce the expectations with homeowners so that they abide by these Rules and Regulations. This document is intended to help homeowners understand what is required and what to expect when the requirements are not met.

These Rules and Regulations (R&R) govern the conduct and activities of all members, lessees, residents, and guests of the Horn Rapids Master Homeowner's Association (HRMHA) Community. Observance and adherence to the rules and regulations by all Horn Rapids Residents, Lessees, and Guests is required by the Board of Directors (BOD).

## **1.0      PURPOSE AND SCOPE**

The authority for the Board of Directors (the Board) to form and enforce the rules and regulations is provided by Article 3, Section 3.8 of the Declaration of Covenants, Conditions, and Restrictions (CC&Rs). A copy of the CC&Rs was given to each owner when they purchased their lot or living unit.

These Rules and Regulations are reviewed by the Rules, Regulations, and Enforcement Committee (RR&EC) and issued by the Board. They supplement the conditions of ownership in the CC&Rs. If there is any conflict among existing documents, provisions of the CC&Rs will prevail.

The Board shall appoint an RR&EC and Enforcement Officer(s). The RR&EC will propose changes to the Rules and Regulations, establish administrative procedures for processing complaints, investigate violations, determine corrective actions, and levy fines as appropriate.

The HRMHA Board requires all people in the Community to comply with the provisions of all Rules and Regulations (including Architectural Control Guidelines), the Bylaws, and the CC&Rs. All the documents are available on the Horn Rapids MHOA website ([www.hornrapidsmhoa.com](http://www.hornrapidsmhoa.com)) and the Smartwebs owner portal. It is the responsibility of all homeowners to be familiar with and understand these documents and comply with them.

## **2.0      GENERAL RULES AND REGULATIONS**

### **1.      Registration**

- a.      All members and residents must be registered with the HRMHA Bookkeeper.
- b.      Association members own a lot or a living unit within the Community.
- c.      Residents are defined as owners and members of their families or lessees and members of their families living in the Community.

- d. Owners leasing their home or living unit retain their voting rights in the Association but assign the use of all common facilities to the lessee. The lessee assumes the privileges and responsibilities of the membership as hereinafter stated, but does not have a voting right. Non-resident owners are not permitted to use any common area facilities when assigned to a lessee except as a guest of a resident.
- e. The lease or rental agreement must be in writing and shall state that the tenancy is subject to the CC&Rs, Bylaws, and adopted rules. The term of any lease or rental agreement shall not be less than 30 calendar days.
- f. Owners leasing their home must register with the bookkeeper and provide the lessee's name, email addresses, phone numbers, and any management company if one is contracted with the lessor.

**2. Common Areas**

- a. Use: Common Areas are for the use and enjoyment of all members of Horn Rapids who are in good standing with "Dues" and shall not be used in any manner that will disturb other residents or their guests. No deposit of litter or open burning (excludes BBQ stand located in Gleneagle) shall be permitted within the Common Areas. No changes in landscaping or improvements are permitted without written authorization of the appropriate Board committee. No person shall use the Common Areas in such a way as to create a nuisance or interfere with the use of the Common Areas by other entitled people.
- b. Maintenance: Maintenance of the Common Areas, including the park within Gleneagle, is the responsibility of the HRMHA and not individual owners or residents. Lighting, irrigation systems, and other equipment in the Common Areas are to be adjusted and/or set by authorized personnel only. Comments regarding the condition of maintenance and equipment in the Common Areas should be directed to the Common Areas Manager. Sub-associations are responsible for maintenance within their Common Areas.
- c. Damage: Members, lessees, and residents are responsible for payment of all costs of repairs for all damage to Common Areas caused by themselves, members of their families, or their guests.

**3. Ponds and Streams**

The Ponds and Streams were installed in various locations throughout the common areas and the Golf Course to visually enhance the aesthetic beauty of the community. No recreational or other use of these ponds, streams, or waterfalls is permitted without the written approval of the golf course owner or the HOA, depending on location. Fishing, swimming, wading, or throwing rocks/debris into these ponds or streams is prohibited. Climbing on rocks, water features, or walking on ice when ponds are frozen is strictly prohibited. The City of Richland owns the front entrance pond, so please follow the City of Richland ordinances.

The Ponds and Streams have vinyl liners to hold the water. The vinyl liners can be punctured by fishhooks, dog paw claws, as well as human activity, and are expensive to repair or replace. Residents are liable for damage caused by negligent use of the ponds, streams, waterfalls, and monuments. All repairs to the common area shall be performed, and the repair costs will be billed to the homeowner as a fine.

**4.        Guests**

Guests must be accompanied by an adult resident of the HRMHA when using the Common Areas, including the swimming pool, tennis/basketball, and pickleball courts. It is the right and duty of each resident to question the presence of any person who appears to be trespassing and notify a Code Enforcement Officer, or a member of the MHOA Management Team, regarding the situation.

**5.        Neighborly Conduct**

All activities, whether individual or group, shall be conducted respectfully. Noise levels will be reasonable and not disturbing to others. Each homeowner or resident is responsible for their conduct and behavior, as well as those of their children and guests (Ref RMC 9.16).

Noise is regulated by local governmental agencies. If noise emanating from any Horn Rapids lot disturbs another homeowner, the complaining neighbor should either contact the offending neighbor directly or contact the local law enforcement agency to file a complaint. Because noise-related matters are subjective, it is difficult for the Association to become involved or take a stand unless the noise-related matter creates a problem for the Community at large.

**6.        Animals**

No animals, livestock, or poultry shall be raised, bred, or kept within Horn Rapids, except dogs, cats, or other tame, domestic household pets, provided such pets are not kept, bred, or maintained for any commercial purpose. To maintain a harmonious environment for all residents and guests, pet owners shall be responsible for all offensive actions of their pets, including barking, running loose, and waste deposits:

- a.        Pet owners are responsible for knowing and obeying local leash laws regarding their pets. When pets are outside the resident's lot or living unit, they must be on a leash or under the Owner's full control.
- b.        Residents must clean up after any mishaps caused by their pets. Pet waste disposal containers are located throughout the Common Areas.
- c.        Residents shall be responsible for any personal injury or property damage caused by their pets.
- d.        Pets emitting excessive noise in any manner unduly disturbing other residents may be prohibited by order of the Board and RR&EC after notice and a hearing.

- e.        Horses are not permitted within the Community.
- f.        Pets are not permitted to be a nuisance to neighbors and the community. The city and county also have noise ordinances relating to animal noise. Owners of barking dogs are responsible for keeping their pets from disturbing their surrounding neighbors. Pets that are a nuisance may not be kept in the Community and are subject to removal by the proper authorities.

**7.        Trash**

All trash and waste containers (e.g., recycling, garbage, and yard waste) shall be stored out of sight from the street in an appropriately screened or enclosed area, and in suitable covered containers. Containers should be marked with the resident's house number for easy identification. These containers shall be placed at the curb no earlier than the night before pickup and removed from the curb no later than 9:00 p.m. on the day of pickup. Trash bags must be securely tied or double-bagged, and yard debris can't be placed at the curb until the morning of pickup.

Trash containers have been placed for use while walking and enjoying the Common Areas. Residents may not use these containers as overflow for their residential trash needs.

**8.        Burning**

No burning or incineration of trash, refuse, or scrap is permitted. The City of Richland and/or Benton County authorities will be notified of all violations. Residences with campfire-style pits/rings may burn wood for recreational purposes only if there are no air quality or fire restrictions.

**9.        Dumping**

No dumping of any debris (including but not limited to grass clippings) is permitted within Horn Rapids, including all Common Areas, trail systems, and undeveloped portions of the Community. (Ref RMC 9.12.055)

**10.      Antennas**

All Antennas are subject to ACC review and approval before installation. See Architectural Controls Guidelines for specific requirements.

**11.      Off-Road Vehicles (ORV) and Golf Carts**

ORVs must not be parked on the street or in the driveway when stored. ORVs must be stored in a location not visible from the street or by adjacent neighbors. Golf carts are the only ORVs allowed on paths and sidewalks (excluding maintenance vehicles). Homeowners are responsible for any damage caused by their ORVs, including when used in common areas.

**12.        Firearms and Fireworks**

Firearms: Discharging firearms or hunting is not permitted in the community (including but not limited to rifles, handguns, bows, and slingshots). (Ref - RMC 9.26.020 and 9.26.30)

Fireworks: No fireworks activity shall be conducted within the Horn Rapids Master HOA community that violates the laws of the State of Washington, City of Richland, or any other applicable governmental entity. No aerial fireworks of any kind are allowed. These activities may result in immediate fines of \$50.00 and be reported to law enforcement.

**13.        Business Activities**

No business activities are to be established, maintained, or conducted on any lot, living unit, or Common Area without the prior written approval of the MHOA Management Team and must follow the City of Richland Municipal Code(s).

**14.        Highway 240 Wall**

No structures, fences, or other items (e.g., screws, bolts, nails, or sticky substances) shall be attached to or leaned on the wall. No painting, staining, or marking on the wall surfaces. No walking on, playing on, or against the wall, or dumping items (e.g., Christmas tree, dog feces, weeds, tree limbs, rocks, or other landscaping debris) over the wall are forbidden. No vegetation should be grown on, attached to, or leaned on the wall. Keep the vegetation trimmed at least 6 inches away from the wall. Soil should not be removed or added to the base of the wall or wall columns. If soil erosion is observed the HRMHA should be notified immediately.

**15.        Vendor/Business Solicitation**

Vendor or Business solicitation by a homeowner is prohibited. The HOA considers solicitation an annoyance, a nuisance, and an invasion of privacy to the Homeowner. A solicitor is defined as one who seeks trade or a contribution by directly contacting a homeowner. Advertising left on the doorstep is not considered a solicitation. Refer to CC&R 6.25 and the RMC 5.12.020

**16.        Vehicle Parking and Storage**

Parking on the streets is permitted along collector streets, Village Parkway, River Valley Drive, and River Park Drive.

Vehicles should not be parked on sidewalks where they obstruct pedestrians' use of sidewalks.

Inoperable vehicles (junk) may not be parked anywhere except in garages or fenced areas (not visible from the street or by adjacent neighbors). Inoperable or junk vehicles shall be defined as any motor vehicle inoperable, unlicensed, or in a state of disrepair. (Ref RMC 10.06.020)

**17.      Recreational Vehicles**

Recreational vehicles, boats, boat trailers, camp trailers, campers, utility trailers, and similar machinery or equipment shall be stored in a garage, in a fenced area (not visible from the street or by adjacent neighbors), or at a location designated for the storage of such vehicles by the Board. (Ref RMC 11.33.020)

The HOA recognizes that recreational vehicles noted above may need to be parked at the homeowner's lot for loading, unloading, or general maintenance. These Vehicles may only be staged for 72 consecutive hours to accommodate this purpose. If additional time is needed, the homeowner must contact a Code Enforcement Officer and request a variance. Homeowners must ensure their recreational vehicle does not obstruct sidewalks, streets (e.g., slides, steps, or gear), mailboxes, or common areas when parked for this purpose.

**18.      Signs – ONLY SIGNS LISTED BELOW ARE ALLOWED. NO HOMEMADE  
             SIGNS OR PERSONAL SIGNS ARE ALLOWED.**

- a.      For Sale Signs: One temporary sign is permitted in the front yard to advertise a home for sale. The maximum area must not exceed six square feet. The sign is to be on its own post and shall not be placed higher than 36 inches from the prevailing ground plane. The sign must be approximately parallel to the center line of the nearest street. An additional temporary sign may be placed at the rear of homes adjacent to the streets and the Golf Course, provided it complies with 4.1.1 below and is approved by Golf Course Management.

For Sale sign wording shall be limited to "For Sale" and the name and phone number of the listing real estate agency. "Realtor" and "By Appointment" may also be used if appropriate. If being sold by the owner, the name of the owner or "By Owner" may be substituted for the listing real estate agency. Signs shall look professional, may not be hand-written (poster board, scrap wood, magic markers are unacceptable), and must be constructed in a manner that prevents weather-related degradation, etc. A hanger or flyer box may be attached to the signpost. All signs shall be removed upon occupancy by the new owner.

- b.      Open House Signs: Only A-boards are permitted to advertise open houses, and only during the event.
- c.      Garage/Yard Sale Signs: Garage/Yard Sale signage shall be limited to A-boards and commercially printed signs. Signs may only be installed in common areas or city easements. Signs must be removed immediately following the end of the yard sale.
- d.      Political Campaign Signs/Posters: Up to three political signs are permitted on a lot per election. The signs must not exceed six (6) square feet in area, may be displayed before the election, and must be removed within three (3) days after Election Day.

- e.      In Progress Construction Company Advertisement Signs: During home improvements, homeowners who have contracted with construction companies to work at their residences may allow such companies to install company signage to promote future business while working in Horn Rapids. These signs shall be permitted if they are no greater than 2 feet x 2 feet and are placed on the homeowner's property. Upon completion of the project, the company's sign must be removed within 24 hours.
- f.      Security Monitoring Signs: Homes with a security monitoring system and service may post a sign on each side of the property.
- g.      Golf Course Signs: These signs were designed and produced by the Homeowners Association. These signs are not intended for all homes bordering the course but only for those having an ongoing problem with golf balls entering their property. These signs are intended to deter golfers who are not Horn Rapids HOA owners from entering yards to retrieve their golf balls. To get these signs, homeowners must request prior approval from the Horn Rapids HOA Manager. They are limited to two signs and will be billed for the cost. Signs must not exceed 24 inches above ground.

**19.      Flags**

Only one free-standing, removable, telescoping, or sleeved flagpole, not exceeding 20 feet in height, is allowed per resident lot to display the American flag. Permanently mounted fixed-height in-the-ground, free-standing flagpoles are not allowed. Flag poles must be retracted when flags are removed. Also allowable are flagpoles inserted in a mounting bracket secured to the house or attached to a 4"x4" post(s) up to a 6"x6" post(s) directly adjacent to the house. Only the collapsible flagpole type is allowed out in the yard.

Homeowners must get ACC approval before erecting any flagpole. The American flag must be flown at the top of the pole, and a secondary flag may be flown below. No more than two flags may be displayed on a single flagpole. In no case may a secondary flag be flown alone. American flags displayed after dark must be lighted.

Political flags may be displayed before the election and removed within three days after Election Day.

**20.      Seasonal and Holiday Exterior Decorations and Lights**

**Holiday Exterior Decorations and Lights** - Generally, they are permitted on the homeowner's property 30 days before and removed from sight 30 days after the designated holiday or occasion.

In October, November, and December, due to possible inclement weather and unsafe conditions, homeowners may put up their holiday lights themselves or schedule a local vendor to do so starting in October. The lights for the holidays in December can't be turned on any earlier than 45 days before the holiday and need to be removed from sight 30 days after the designated holiday. Decorations and lights are required to be in a good state of repair and aesthetically pleasing.



**Seasonal Exterior Décor (Spring, Summer, Fall, and Winter).** The front entrance and yard décor are decorative elements that enhance the appearance of a home and create a good first impression for visitors. Please refer to ACC Guideline 3.1 – Landscaping for all landscaping yard Décor requirements.

**21.        Fences / Sun Control Devices**

All fences must be maintained and repaired as needed. Wood fences must be repainted or re-stained when previous paint has faded or shows signs of peeling, chipping, or deterioration. Please refer to the ACC Guidelines 4.2 Fences and 4.9 Painting for all requirements for re-staining, painting, replacing, or installing fencing.

Awnings, sunscreens, arbors, trellises, etc., must be designed without decorations such as scallops or fringes. They must also be consistent with the scale of the house to which they are attached and any adjacent fencing in the backyard, so they do not adversely affect views in view-protected areas, sunlight, or natural ventilation of adjacent properties. Neighborhoods without view protection in their CC&Rs do not have guaranteed views through someone else's property, beyond setback requirements. Views in these cases are those ascribed by the back corners of the property lines.

**22.        Leasing Term and Short-term Vacation Rentals or Transient Rentals Restrictions**

- a.        No Lot or Living Unit may be leased or rented by any party for a period of fewer than 30 days, nor shall less than the whole of any Lot or Living Unit be leased or rented.
- b.        Transient occupancy and/or short-term vacation rentals, including, but not limited to Airbnb and Vrbo rentals, are prohibited as per Section 6.3 of the CC&Rs.

**23.        Homeowners Maintenance Responsibilities – Landscaping**

All Horn Rapids MHOA homeowners are responsible for maintaining the landscaping on their lot in a healthy, weed-free, neat, and well-kept condition. Landscaping includes the yard, decorative rock/bark beds, driveway, sidewalk, and between the existing curb line/edge of the maintained asphalt pavement.

**24.        Horn Rapids Golf Course Trespassing**

Per the Master CCR 1.11 and the Builder/Buyer Addendum 1, homeowners are not allowed to freely enter, roam, or walk on to play golf without the permission of the golf course owner or employees of the Pro Shop. No trespassing also includes: No dumping, no landscaping beyond property line pins, no walking dogs, no biking, and extreme care to be given to buffer zone (sage brush) between the fairway and the back property line, such as no irrigating (too much water kills sage brush) without the approval of the golf course manager in writing.

This includes the emergency access path crossing between Wild Canyon and Grayhawk neighborhoods and the emergency access path crossing between the Sedona and Bluffs neighborhoods.

### 3.0 ARCHITECTURAL CONTROLS

Architectural Control requirements are described in the Horn Rapids Master Homeowners Association Architectural Controls Guidelines, Criteria, and Procedure, as well as individual subdivision CC&Rs. This process is administered by the Architectural Control Committee (ACC).

Exterior alterations, additions, or modifications made to the homeowner's property must have prior written approval of the ACC before work can begin. This includes landscaping, satellite dishes, solar energy systems, fences, walls, sunscreens, decks, lattices, pools, spas, original color and color changes, sheds, any sports apparatus, etc. Any alterations that do not have prior written approval of the ACC will be removed by the homeowner at their expense and the area will be restored to its original condition. **No bright colors, such as, but not limited to, reds, pinks, greens, yellows, or blues will be allowed on homes or other structures on lots. ONLY DESERT EARTH TONES AS DETERMINED BY THE ICC/ACC COMMITTEE(S) WILL BE ALLOWED REGARDLESS OF THE PRIOR OR EXISTING COLOR OF THE HOME OR STRUCTURE. THERE WILL BE NO GRANDFATHERED COLOR APPROVALS MOVING FORWARD. When an existing home is repainted, it must comply with these requirements.** Should the homeowner fail to comply, the HRMHA will pursue its legal remedies including, but not limited to having the alteration removed at the owner's expense. Please refer to the Architectural Controls Guidelines, Criteria, and Procedure for the specific architectural regulations and the APPLICATION FORM.

Landscaping of the front yard shall be completed within 30 calendar days of construction completion and within 90 calendar days of construction and sale of the home from back and side yards. Minimum requirements are that the soil (except in flower beds) be covered with a living ground cover (such as grass) or standard landscaping materials (bark, rock, hydroseed/tackifier mixture) which provides weed, dust, and erosion control (see Architectural Controls Guidelines).

**LOTS PURCHASED FOR SPECULATION OR FOR FUTURE HOME CONSTRUCTION MUST BE COVERED WITH A LIVING GROUND COVER OR HYDROSEED/TACKIFIER MIXTURE WITHIN 90 CALENDAR DAYS TO PREVENT BLOWING DUST OR HELP PREVENT EROSION OF THE SOIL UNTIL CONSTRUCTION BEGINS.**

#### **4.0        ENFORCEMENT**

The HRMHA's responsibility is to ensure the community remains aesthetically pleasing so everyone can enjoy the benefits of a well-managed and compliant neighborhood. Many documents are available to help educate the community on the proper ways to conduct themselves so everyone living in the Community will enjoy maximum pleasure without annoyance or interference from others. Unfortunately, not everyone sees this vision, and at times, the HOA will need to help reinforce Homeowners' expectations, so they abide by these rules and regulations. This Enforcement policy will help the HOA and homeowners understand what actions to take if enforcement action is warranted.

Enforcement of all CC&Rs, Rules, and Regulations (including enforcement of ACC-related issues) and expectations is determined by the BOD within HRMHA. The Enforcement Officer(s) are put in place to help enforce these rules. Enforcement Officers may be a homeowner, a non-homeowner, or an entity appointed by the Board. The Enforcement Officer(s) shall be the primary contact between the HRMHA and the Homeowners on matters of enforcement and shall be subject to the control and direction of the Board and the RR&EC Chair.

For detailed information regarding the enforcement policy, see Addendum B of the Rules and Regulations.

## **5.0        BILLING AND COLLECTION OF ASSESSMENT**

Billing and collection of dues and fines are described in Addendum A.

### **ADDENDUM A**

#### **PROCESSING OF DUES**

##### **1.        PURPOSE AND SCOPE**

This addendum provides information and instructions for the consistent and effective collection of Horn Rapids Master Homeowners Association (HRMHA) “Dues,” otherwise known as “Assessments,” which are needed to fulfill the financial obligations of the community as well as capital improvements.

Assessments are paid annually or quarterly, depending on each homeowner’s preference. If paid quarterly, the assessment shall be due on the 1<sup>st</sup> day of January, April, July, and October. If paid annually, the assessment shall be due on the 1<sup>st</sup> day of January. The Board will determine the assessment amount, and the HRMHA Bookkeeper will provide the amount due to each homeowner before the payment due date. All homeowners are required to pay their assessments on the due date. Accounts past due by more than 90 calendar days are subject to having a lien placed on the owner’s property.

##### **2.        RESPONSIBILITIES**

- A.        Homeowners are responsible for submitting their Master Homeowners Assessment payment on time to the appropriate association to avoid late charges. The Master HOA does not take payments for sub-association assessment dues.
- B.        The Manager of the HRMHA will oversee the collection of Assessments performed by the Bookkeeper to ensure this process is being properly administered.
- C.        Bookkeeper is responsible for:
  - a.        Issuing a request for payment in the form of an invoice sent to each Homeowner at the appropriate time.
  - b.        Reconciliation and tracking of payments, fines, and fees by the homeowners, and report any delinquent payment issues to the Manager.
  - c.        Sending 1<sup>st</sup> Warning Letter, 2<sup>nd</sup> Warning Letter, and Notice of Intention to Create a Lien when required.
  - d.        Working with mortgage lenders, escrow brokers, or title companies during the selling or purchasing of a home in Horn Rapids.
  - e.        Process necessary documents for the administration of Liens on homes that are >60 calendar days past due

##### **3.        BILLING PROCESS**

Note – Assessments are normally billed to the homeowner quarterly. Homeowners can pay their Dues monthly, quarterly, or annually. If Dues are paid monthly, the homeowner is responsible for payment without a monthly invoice.

Fines levied must be paid immediately or by the next quarterly due date.

- A. Before the first day of January, April, July, or October, the HR Bookkeeper will send payment invoices to all homeowners.
- B. Payment is due on the first day of the quarter (January, April, July, and October) for which the assessment is being levied. Payment can be mailed to 2600 Clubhouse Lane, Richland, WA, 99354, delivered to the mailbox located at the Pool parking lot (HOA Mailbox), or made online if available.
- C. An owner's initial assessment may be for a period longer than three months if he/she becomes an Owner in the period between quarterly invoices. Normally, the escrow agent at closing will prorate the assessment.
- D. A returned check fee of \$25.00 will be levied when payment by the owner is not honored by their bank.

#### **4. COLLECTION PROCESS**

##### **Notice to all Homeowners in Horn Rapids Master Homeowners Association**

WHEREAS, "assessments," as used in this Resolution, includes all amounts validly assessed against a Lot Owner ("Owner") pursuant to the *Declaration of Protective Covenants, Conditions, Restrictions and Easements For Horn Rapids Master Homeowners Association* (hereinafter "Declaration"); *Bylaws of Horn Rapids Master Homeowners Association* (hereinafter "Bylaws"), Rules and Regulations, and any Board of Directors Resolution, including but not limited to common expenses, interest, fees, fines, attorney fees and all collection costs;

WHEREAS, the Declaration, Bylaws, and Rules and Regulations are binding upon the Owners;

WHEREAS, the Declaration, Article 4, Section 4.9 and Article 9, Section 9.1; and the Bylaws Section 4.1 and 4.1.5 authorize the Board to enforce provisions of the Declaration, bylaws and Rules and Regulations, including action to collect unpaid assessments;

WHEREAS, the Declaration, Article 4, Section 4.9 provides for interest to be charged, as set by the Board of Directors, on any delinquent assessment, the interest rate of 1.5% per month will be charged;

WHEREAS, the Declaration, Article 4, Section 4.10 and Article 11, Section 11.4 provides that all assessments, together with interest, attorney fees and costs of collection shall be a continuing lien upon the Lot against which each such assessment is made;

WHEREAS, the Declaration, Article 4, Section 4.10; authorize the Board, on behalf of the Association, to bring an action to foreclose the lien against the Lot or to bring an action to obtain a money judgment against an Owner for damages and/or for unpaid assessments;

WHEREAS, the Declaration, Article 4, Section 4.10 and Article 11, Section 11.4 provide that Owners shall be obligated to pay fees and costs including, but not limited to, attorney fees incurred in connection with efforts to collect delinquent and unpaid assessments; and/or to enforce the provisions of the Declaration, Bylaws, and Rules and Regulations;

WHEREAS, from time to time Owners become delinquent in the payments of their assessments and fail to respond to the demands from the Board to bring their accounts current, and it is imperative assessment payments are timely received;

WHEREAS, the Board deems it in the Association's best interest to adopt a uniform and systematic procedure for the collection of unpaid assessments in a timely manner, and further believes it to be in the Association's best interest to refer these accounts promptly to an attorney for collection so as to minimize the Association's loss of assessment revenue.

NOW, BE IT RESOLVED, that the following steps be adopted to provide for the uniform and systematic procedure for the collection of unpaid assessments:

- A. If any assessment remains unpaid by an Owner for more than thirty (30) calendar days from the due date for its payment, the Board or its agent shall send a notice to the Owner indicating the amount due, including notice of any late fees and interest, and demand payment thereof. If the property is vacant, the Board or its agent shall skip this step and instead send a warning of lien letter as indicated in No. 2 below.
- B. If any assessment remains unpaid for more than sixty (60) calendar days from the due date, the Board or its agent shall mail a warning demanding payment and stating that if payment is not received within 30 calendar days, a lien shall be prepared and recorded against the property to protect the Association. The Owner will be assessed the cost of preparing and recording the lien.
- C. If the assessment remains unpaid after 90 calendar days from the date due, the Board or its agent shall prepare a lien and a notice of lien to the Owner and record the lien with the county recorder. The notice of lien shall be mailed to the Owner with a copy of the lien within 20 calendar days of recording. The lien amount shall include all collection costs to date, including attorney's fees and the cost of preparing and/or recording the lien, any notice of lien required by law, and any notice to a first Mortgage holder, if applicable.
- D. If any assessment account has a delinquent balance in excess of \$500 or remains unpaid by an Owner for more than two (2) years from the due date for its payment, the Board or its agent shall send a notice to the Owner indicating the amount due, including notice of any late fees, interest, and lien filing fees; and demand payment within 30 calendar days. The letter shall indicate that the account will be turned over to an attorney for collection if full payment is not received within that time. The Board or its agent also maintains the right to send this Intent to Create a Lien against the property to the first Mortgage holder, if applicable.
- E. If the assessments remain unpaid by the Owner for more than thirty calendar days after mailing the letter, the Board shall turn over collection to the Associations' attorney ("Attorney"), who shall (a) send a written demand for payment and any notice as required by the federal Fair Debt Collection Practices Act, if applicable; and (b) may notify any first mortgage or trust deed holder of the Owner's default; if applicable. The demand for payment shall notify the Owner of the Owner's liability for payment of charges imposed by Attorney to cover fees and costs associated with all collection efforts. The demand for payment shall include all collection costs to date.
- F. If any assessment remains unpaid by the Owner thirty (30) calendar days after the date of Attorney's demand, Attorney shall send Owner a ten (10) calendar day demand letter for payment notifying the Owner that if full payment is not received within 10 calendar days of the date of the letter the Association intends to file suit to either obtain a money judgment or foreclose on the lien. The demand shall include the updated amount owing, including all collection costs to date.
- G. If any assessment remains unpaid by the Owner ten (10) calendar days after the attorney's ten-day demand letter/notice of intent to file suit, the Attorney shall file suit for a money judgment, unless the Board, after recommendation by Attorney, determines that lien

foreclosure is advisable under the circumstances. In such cases, the attorney may file a lawsuit for a money judgment, for foreclosure, or for both a money judgment and foreclosure, as permitted by applicable law.

- H. If the Association is successful in obtaining a money judgment, Attorney shall collect on the judgment in this order, unless the attorney determines other actions or another order of collection is appropriate under the circumstances: (1) file and send a ten (10) calendar day demand to pay judgment; (2) garnish accounts, wages and/or rents; (3) levy against any personal and real property; and (4) levy against the Lot. Additional steps may be necessary to determine the availability and location of the judgment debtor's assets. If the Association is successful in a lawsuit to foreclose on the lien, Attorney shall proceed as necessary to complete the foreclosure unless otherwise directed by the Board.

BE IT FURTHER RESOLVED that all legal fees and costs incurred in the collection of a delinquent account shall be assessed against the delinquent Owner and shall be collected as an assessment as provided in the Declaration and any applicable addendums and amendments thereto.

BE IT FURTHER RESOLVED that all contacts and/or contracts with the delinquent Owner shall be through Attorney. Neither the Board nor any of its agents shall discuss the collection of the account directly with the Owner after it has been turned over to Attorney, unless one of the attorneys is present or has consented to the contact and/or contract.

BE IT FURTHER RESOLVED that Attorney shall have the discretion to enter into an installment payment plan with a delinquent Owner, before or after filing a lawsuit, in appropriate circumstances. In cases where a lawsuit has been filed, any such plan must be secured by a Judgment. Any payment plan providing for a down payment of less than the greater of one-third (1/3) of the delinquent balance or twice the current monthly assessment, or a duration in excess of twelve (12) months shall require approval of the Manager.

BE IT FURTHER RESOLVED that Attorney, in its initial demand notice, shall communicate to Owner that the account has been turned over to it for collection, and that all payments are to be made to Attorney until the account has been brought current. Attorney shall deposit all payments in its trust account. Attorney shall disburse all amounts collected according to the provisions of the Association and Attorney representation agreement.

BE IT FURTHER RESOLVED, that nothing in this Resolution precludes the Board from taking further action in the collection of unpaid assessments permitted by the Association's governing documents or applicable law, including, but not limited to, adopting or enforcing rules regarding the termination of utility services paid for out of assessments of the association and access to and use of recreational and service facilities available to owners and, after giving notice and an opportunity to be heard, terminate the rights of any owners to receive such benefits or services until the corrections of any violation covered by such rule has occurred.

BE IT FURTHER RESOLVED that the Board is directed to consult with the Attorney and turn over for collection immediately any outstanding account where the Owner files or is the subject of a petition for relief in bankruptcy or a lender has commenced any action for foreclosure of its lien against the Lot.

BE IT FURTHER RESOLVED that a copy of this resolution shall be sent to all Owners at their last known address. The Board will review all current Owner assessment accounts and begin application of these timelines immediately.



**Fee Schedule**

<b>ACTION</b>	<b>WHEN THE ACTION WILL BE TAKEN</b>	<b>CHARGE</b>
Lien Preparation	The lien preparation fee will be levied when a lien is recorded	\$1200.00
Postage	The postage fee will be levied when a certified letter is mailed to the owner.	Equal to the actual cost incurred.
Recording	The recording fee will be levied when a lien is filed on the property.	Equal to the actual cost incurred.
Returned check (NSF)	The returned check fee will be levied when payment by the owner is not honored by their bank.	\$25.00
Turnover to Attorney for collection	The turnover fee will be levied when the account is delivered to the attorney for collection at approximately 120 calendar days past due.	\$250.00
Late fee and interest	A late fee per month will be assessed if payment is not received by the 10 <sup>th</sup> of the due date month. 1.5% interest per month will also be charged until full payment of dues, late charges, and interest accrued is received.	\$25.00
HOA Collection Fee	When a certified letter is sent, an HOA collection fee will be assessed for each quarterly past-due HOA dues assessment.	\$50.00



**Examples of delinquent warning letters to be sent to homeowners to attempt to collect debt.**

**FIRST WARNING LETTER**

Re: «PROP. STREET ADDRESS»

Dear «OWNER'S NAME»:

According to our records, you are now thirty calendar days or more past due in payment of the Assessments owed to Horn Rapids Master Homeowners Association (HRMHA). As per the Assessment and Compliance Payment Resolution, a finance charge of 1.5% of the delinquent assessment has been assessed to your account. The total due, as of the above date, is «TOT AMT DUE».

«ITEMIZED BALANCES-INCLUDING PREPAID»

We urge you to make full payment immediately. If there is a reason that you are withholding payment or if you are experiencing some financial hardship, please contact the Manager of the HRMHA at [manager@hornrapidshoa.com](mailto:manager@hornrapidshoa.com) to avoid further collection charges. Payment in the form of a check or money order can be mailed to 2600 Clubhouse Lane, Richland, WA 99354, or at the HOA mailbox located at the pool parking lot.

THIS LETTER IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

**2<sup>ND</sup> WARNING LETTER**

Re: «PROP. STREET ADDRESS»

Dear «OWNER'S NAME»:

A review of our files indicates that you are over 60 calendar days past due. As per the Assessment and Compliance Payment Resolution a finance charge of 1.5% of the delinquent balance has been added to your account. Your total amount due is «TOT AMT DUE».

**«ITEMIZED BALANCES-INCLUDING PREPAID»**

Your failure to pay the balance due to the Horn Rapids Master Homeowners Association (HRMHA) not only creates problems for the Association in meeting its financial obligations but will result in additional costs to you since you are responsible for any costs incurred by the Association to collect your delinquent balance.

The Community's legal documents provide that legal action may be initiated to collect delinquent balances from homeowners. These actions include filing a Lien against your home and turning over your account to an attorney for collections. The Community hereby notifies you that it intends to pursue all legal actions allowed by law to collect the amount you owe. Once legal action is initiated, it will not be terminated until you pay the full amount of delinquent Assessments, late fees, interest, attorney's fees, and other collection costs.

To set up a payment plan, please contact the HRMHA Manager at [Manager@hornrapidshoa.com](mailto:Manager@hornrapidshoa.com) to discuss the matter. Failure to take immediate action, either by making full payment or contacting this office, will force us to proceed with the collection procedure approved by the Board of Directors. Payment in the form of a check or money order can be mailed to 2600 Clubhouse Lane, Richland, WA 99354, or placed in the HOA mailbox located at the pool parking lot.

**THIS LETTER IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

**NOTICE OF INTENTION TO CREATE A LIEN**

Re: «PROP. STREET ADDRESS»

Dear «OWNER'S NAME»:

The records of Horn Rapids Master Homeowners Association (HRMHA) show that your account is more than ninety calendar days past due, and you have an outstanding balance of «TOT AMT DUE».

«ITEMIZED BALANCES-INCLUDING PREPAID»

Demand is hereby made for immediate payment of the balance in full. **If payment in full is not received, Horn Rapids Master Homeowners Association, through its Agent, will file a Statement of Lien against your home, and this matter may be referred to Legal Counsel in thirty (30) calendar days in accordance with the policies of the Association. All attorneys' fees incurred in the collection of your balance will be added to your account.**

If you wish to dispute the Association's right to create a lien for non-payment of assessments or dispute the amount of delinquency referred to above, you have the right to a hearing before the Board of Directors. If you wish such a hearing, you must request it in WRITING to 2600 Clubhouse Lane, Richland, WA 99354 within ten (10) calendar days of the date of this letter. You will then be advised of the hearing date, time, and place.

This is the only Notice of Intention to Create a Lien you will receive before the Statement of Lien is recorded to secure delinquent assessments. Please send full payment to avoid further collection action and expenses. Payment in the form of a check or money order can be mailed to 2600 Clubhouse Lane, Richland, WA 99354, or at the HOA mailbox located at the pool parking lot.

The Board or its agent also maintains the right to send this Intent to Create a Lien against the property to the first Mortgage holder, if applicable.

THIS LETTER IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

**ADDENDUM B**

**ENFORCEMENT AND FINES PROCESS**

**1.0      PURPOSE AND SCOPE**

This Addendum guides the Rules, Regulation, and Enforcement Committee (RR&EC) as well as the Enforcement Officer (EO) and the ACC Chair when performing duties associated with the enforcement of Rules and Regulations described in the various governing documents of the Association (e.g., CC&Rs, Rules and Regulations, Architectural Controls Guidelines, Bylaws, City and State Codes). The rules were written and/or adopted by the Board of Directors to ensure that:

- Property values are protected.
- Deter nuisance activity and promote conformity.
- Homes remain aesthetically pleasing.
- Amenities and Common areas are well-maintained and protected from abuse.

This policy is intended to provide the RR&EC, EOs, and ACC Chair with expectations on how to review and enforce policies related to HRMHA requirements.

**2.0      RESPONSIBILITIES**

1.      The Board of Directors (Board) is responsible for appointing the Enforcement Officer(s) and, when necessary, making final determination of enforcement actions which result in fines and other monetary impacts on homeowners.
2.      The HRMHA Manager is responsible for overseeing the conduct and behavior of the RR&EC and EOs to ensure a fair and firm approach to enforcing standards and requirements defined in HRMHA documents.
3.      The HRMHA Assistant Manager is responsible for the guidance of the RR&EC and EOs when conducting official business. In most cases, this will be the Chair of the RR&EC.
4.      The RR&EC Committee is responsible for issuing fines or suspensions of rights when the evidence shows a homeowner violates an HRMHA requirement and is not willing to correct the issue. The Committee will investigate and schedule a dispute resolution hearing if requested by the homeowner and gather additional information related to the violation before issuing the fine or suspension of rights.
5.      The RR&EC Chair is responsible for ensuring that at least three (3) committee members attend all RR&EC sessions.
6.      The EOs will report issues to the RR&EC, make home visits if required, issue Notices of Violations/Stop Works, and work with homeowners to resolve concerns.
7.      The ACC Chair is responsible for ensuring alterations and modifications to homeowners' properties are made consistently and within the standards approved by the BOD. The ACC Chair will report issues to the RR&EC, make home visits if required, issue Notice

of Violations/Stop Works, and work with homeowners to resolve concerns. The ACC Chair shall have jurisdiction over projects from start to finish, including issuing notice of violations and fines against property owners not abiding by the Rules and Regulations, ACC Guidelines, and CC&Rs.

8. Committee Members are responsible for understanding the various documents governing the HRMHA and providing input and interpretation of the requirements. Other duties include recommending changes to this policy or higher-level documents when necessary. The committee is comprised of at least three members.

### **3.0 INVESTIGATION OF POTENTIAL ISSUE/CONCERN**

1. When NOTIFIED of an issue occurring at a homeowner's physical property, the EOs shall physically go to the location reported and confirm if the issue is valid and warrants correction.
  - a. If the reported issue is not confirmed or more information is needed, an investigation will be conducted. Once it is determined there are no issues an email of findings or observations will be sent to the requester.
  - b. If the reported issue is valid but minor in nature, the EO will document it in Smartwebs for tracking purposes. In most cases, the minor infraction can be resolved by emailing the homeowner. Activation of the RR&EC is not necessary unless an issue is recurring and warrants a stronger approach.
  - c. If the reported issue violates the CC&Rs or Rules and Regulations, the EO will email a Notice of Violation to the homeowner. The homeowner must correct the violation by the time frame outlined in the Notice of Violation. If the homeowner disagrees with the violation, please refer to section 6, Dispute Resolution.
  - d. If the issue is outside the HOA's jurisdiction, inform the requester that the HOA has no jurisdiction over the concern.
  - e. If the Assistant Manager reviews an issue and, if required, arranges an RR&EC meeting to review the issue/concern.

### **4.0 RR&EC ISSUES REVIEW**

1. The RR&EC shall convene at the request of the EO if needed to determine the level of fine to be levied on the Homeowner.
2. If a majority vote of the RR&EC warrants progressive enforcement, the Chair will approve the EO to email a notice of violation letter to the homeowner with the appropriate fine/loss of privileges.
  - a. Fine amounts are to be set and revised by the RR&EC based on the facts and circumstances of each violation. A Minimum fine shall not be less than \$10.00

per calendar day. The maximum fine is \$50.00 per calendar day. Homeowners shall forfeit their right to vote on matters affecting the community and forfeit their privileges to use facilities managed by the HOA, including any common areas, until the fine is paid in full.

## **5.0        ENFORCEMENT OF RR&EC JUDGEMENTS**

1.        The Notice of Violation letter shall be emailed to the homeowner indicating the violation, the amount of potential fine, and loss of privileges. The homeowner may contact the RR&EC and request a dispute resolution hearing within 7 calendar days (see section 6.0, Dispute Resolution), or the homeowner may correct the violation within the established timeframe.
2.        If, after 7 calendar days, no request for a dispute resolution hearing has been received and the homeowner has not corrected the violation, the fine shall become an assessment against the property and collected as an itemized amount during the next dues assessment via the bookkeeper.

## **6.0        DISPUTE RESOLUTION**

1.        If the homeowner disagrees with the notice of violation, the homeowner must submit a written notice or email to the Rules, Regulations & Enforcement Committee requesting a dispute resolution hearing no more than 7 calendar days from the date the notice of violation was emailed to the homeowner.
2.        If the homeowner's dispute resolution hearing request is received within 7 calendar days of notice, the Chair of the RR&EC shall arrange for the homeowner and committee to meet and discuss the dispute. Once the homeowner has presented their argument, the homeowner shall be excused from the hearing to allow the committee members to review and render judgment.
3.        If a resolution without monetary penalty is determined, a written agreement shall be sent to the homeowner for concurrence and tracked in Smartwebs until the homeowner is in full compliance. Failure of the homeowner to fulfill their agreement will result in progressive enforcement up to and including issuing fines without another hearing.
4.        If the committee determines a fine should be assessed against the homeowner, the fine amount will be added to their quarterly assessment notice. Fines will be collected via the collection process in Addendum A.
5.        If the homeowner disagrees with the decision rendered from the hearing with the RR&EC, that decision may be appealed to the Homeowners Association Board of Directors by written request to the Board. A timely resolution is the goal of the RR&EC, and such an appeal should be made to the Board for review at the next meeting after the RR&EC decision. The Board's decision will prevail.

## **Rules and Regulations / ACC Guidelines & Procedures**

### **Fine Process**

The Board of Directors, on behalf of the Horn Rapids Master Homeowners Association, has instructed the Rules and Regulations Committee to contact each owner in the event of an alleged violation of any of the Association's rules and regulations and ACC guidelines as outlined in their governing documents.

To correct the violation(s), the following actions will occur:

1.        A "Notice of Violation" will be emailed to the homeowner, with a description of the violation, a deadline/date to correct the violation, and the amount of the fine if not corrected by the deadline.
2.        A "Notice of Fine" will be emailed to the homeowner when the violation is not corrected within the deadline/date.

A violation not corrected by the expected deadline date will result in the loss of privileges and fines levied against the homeowner and/or homeowners' property by the RR&EC of \$10 per calendar day (up to a maximum of \$50/calendar day) for each violation.

**Repeat Violators.** Each repeat violation by the same homeowner within 90 days shall be fined without further notice and will not have the seven (7) day grace period that first-time violators are given. The same subsequent procedures will follow until the matter is resolved.

**The Horn Rapids Master Homeowners Association does not like to take punitive action and hopes the Notice of Violation letter email communications with the homeowners will resolve the violations promptly to avoid the assessment of any fines.**

However, please refer to ADDENDUM B, ENFORCEMENT AND FINES PROCESS, for additional information on resolutions, fines, and rights for a dispute resolution hearing with the RR&EC.

**ATTACHMENT 1 - EMAIL NOTICE OF VIOLATION**



Date:

Horn Rapids MHOA

2600 Clubhouse Lane, Richland, WA 99354

**Notice of Violation**

Dear: Homeowner's Name

Pursuant to the Horn Rapids Master Homeowners Association (HRMHA) Rules and Regulations Addendum B (Enforcement and Fines Process), the property owner listed above is hereby notified that they are in violation of the CC&R and/or HRMHA Rules and Regulations. This matter will be brought before the HRMHA Rules, Regulations, and Enforcement Committee (RR&EC) for action unless the violation is corrected by the date indicated below.

**Specific Violation:**

The violation above must be corrected no later than (date): \_\_\_\_\_

Failure to correct this violation by the date above will result in the loss of privileges and fines levied against you and/or your property by the RR&EC of \$10 per calendar day (up to a maximum of \$50/calendar day) for each violation. If the violation is not corrected within \_\_ calendar days, the daily fine will continue to be assessed against the property.

**Appeals:**

Before the RR&EC may impose any penalties as outlined in Addendum B of the HRMHA Rules and Regulations, you may request a dispute resolution hearing with the RR&EC Committee within 7 calendar days.

The Committee will notify you of the dispute resolution hearing date and time within 7 calendar days after receiving your request for a dispute resolution hearing.

Mail the request for the hearing to.

Chair, RR&EC, Horn Rapids Master Homeowners Association  
2600 Clubhouse Lane  
Richland, WA 99354

Or contact the Assistant Manager of the HOA at [assistant.manager@hornrapidshoa.com](mailto:assistant.manager@hornrapidshoa.com)

**Thank you for your cooperation.**

Horn Rapids Master Planned Homeowners Association.