

Quail Ridge Owners Association – General Community Policy Guidelines

A community with a homeowner's association provides a great community living experience by being supportive of residents and being diligent in protecting property values.

The following are the *General Community Policy Guidelines* of the Quail Ridge Owners Association. Their purpose is to promote safety, well-being, and good order within the community. These policy guidelines apply to everyone within Quail Ridge, which includes homeowners, their families, tenants, guests, invitees, agents, etc.

Each resident that owns a home in the community is held to the same set of standards for the upkeep of the exterior of their home. Following the established *General Community Policy Guidelines* ensures that the standard of living and property values remain high *and* ensures that the community remains a great place to call home.

These Guidelines do not supersede the CC&Rs; they complement and are a supplement to the existing governing documents to further define and clarify some of the most commonly referred to and used sections.

Air Conditioning Units: Window or portable air conditioning units are prohibited. (*CC&Rs Section 6.20, Class C*)

Architectural Approval: When making any changes to the exterior of your home, to include but not limited to, landscape, paint, roof, outdoor structures or installing a shed, please make sure to submit an Architectural request form for approval prior to starting your project. (*CC&Rs Section 7.1, Class C*)

Domestic Household Pets: Pet owners are responsible for knowing and obeying local leash laws regarding their pet and cleaning up after their pets. Some animals (i.e., dogs) are required to be restrained with a leash, tether, or other physical control device any time they are on public property. On private property, some animals are required to be restrained in a manner that physically prevents the animal from leaving that property. 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 the surrounding neighbors. (*CC&Rs Section 6.5, Class C*)

Fences and Hedges: No fences or boundary hedges shall be installed without prior approval of the Architectural Review Committee consistent with Design Guidelines adopted by the Architectural Review Committee. Fences may not exceed six (6) feet in height. Fences must be well constructed of suitable materials and may not detract from the appearance of the adjacent structures and buildings. (*CC&Rs Section 6.16, Class C*)

Fence types in Quail Ridge are limited to wood fences and split-face concrete block fences as specified in the Architectural Guidelines of the Horn Rapids Master Homeowners Association.

Flags and Decorations: Holiday decorations may be displayed one-month prior and one month past the designated holiday, as a general rule. The flag of the United States of America, as defined in the Freedom to fly the American Flag Act of 2005, is NOT considered a holiday decoration and must be on a pole designed for that purpose that is attached to the garage wing or post. All other flags are not permitted. (*CC&Rs Section 6.31, Class C*)

Barbeques, Garden Implements, Tools, Outdoor Toys, etc. are to be placed out of sight when not in use. (*CC&Rs Sections 6.17, 6.31, Class C*)

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Landscaping: Each Owner shall be responsible for installing and maintaining the landscaping in a neat and well-kept condition. An Owner may not remove street trees, change the Front Yard landscaping, or install additional Front Yard landscaping without the prior written approval of the Board of Directors of the Association. No tree over six (6) inches in diameter measured four (4) feet above adjacent grade may be removed without the prior approval of the Architectural Review Committee.

(CC&Rs Section 6.14, Class C)

Landscaping Debris and other materials resulting from landscaping work shall not be dumped onto any street, lot, or common areas. The discarded landscaping debris is to be contained and handled under the same controls as general trash containers and removal. Owners are responsible for seeing to it that their home and lots are kept clean, free of clutter and debris, and in good order. *(CC&Rs Sections 6.6, 6.12, Class C)*

Leasing and Rental of Living Units: No Owner may lease or rent their Living Unit for a period of less than thirty (30) days and short-term vacation rentals are prohibited. All leases or rentals shall be by written lease agreement, which shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration and the Articles of Incorporation and Bylaws of the Association, and that any failure by the lessee or tenant to comply with the terms of such documents shall be a default under the lease. If the Board of Directors finds that a lessee or tenant has violated any provision of such documents or rules and regulations, the Board may require the Owner to terminate such lease or rental agreement. Other than the foregoing, there is no restriction on the right of any Owner to lease or rent his living unit. *(CC&Rs Section 6.3, Class A)*

Noise is regulated by local governmental agencies. If noise emanating from any Quail Ridge lot is disturbing another Owner, 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. *(CC&Rs Section 6.4, Class C)*

Outdoor Deliveries, such as bark dust, soil, sand, gravel, plants, fencing, and building materials are to be used promptly after delivery in Owner's driveway. All materials must be used or out of site within ten (10) days from delivery. At all times, the material must be secured from wind, animals, etc. Owner is responsible for any cleanup required by the material delivery. No material may be left in the street overnight. *(CC&Rs Section 6.12, Class C)*

Parking: Owners and Residents are required to park in the garage and driveway. Street parking is for short term guest which is defined as four or less overnight stays within any given month.

(CC&Rs Section 6.10, Class B)

Portable Basketball Hoops: Basketball hoops are to remain portable. Hoops that are in good repair and sound condition may remain on the driveway. Hoops are not to be placed on the street, over the sidewalk, on driveway aprons or on the front yard landscaping. When hoops are put away, they are to be stored behind the fence or in the garage, out of the view of passersby. *(CC&Rs Section 6.31, Class B)*

Rain Gutters may not be directed to neighboring property or common areas. If a problem does impact a neighbor's property, it is that impacted neighbor's duty to resolve the dispute directly with the responsible Owner. If erosion, slope, drainage, or fill impacts a common area, street, or drain, the Association may become involved up to and including involving governmental agencies and/or legal proceedings. *(CC&Rs Section 6.26, Class B)*

Recreational and Commercial Vehicles

A. **Recreational Vehicles:** Except as may otherwise be provided in the rules and regulations of the Association, parking of boats, trailers, motorcycles, trucks, campers or other types of recreational vehicles or equipment on a Lot may occur under the following conditions:

(CC&Rs Sections 6.7, 6.31, Class B)

- Within the confines of an enclosed garage or screened area on the Lot. The screened areas shall include screening from the front street, side yard and rear yard neighbors and street (if any). Screening shall consist of six (6) foot approved fencing or such other type of visual barrier that has been approved in advance by the Architectural Review Committee. The recreational vehicles shall not project beyond the screened area but may be partially visible above it.
- Short-term parking for Class A Motor Homes, or other recreational vehicles or trailers with a length in excess of thirty (30) feet or a height in excess of thirteen (13) feet is permitted for a limited time frame of forty-eight (48) consecutive hours in the Lot driveway or on the street fronting the Lot for the purpose of loading/unloading and preparing for a trip. This permitted parking shall not occur more than twenty- four (24) times each calendar year.
- Short-term parking for recreational vehicles or trailers with a length less than thirty (30) feet is permitted for a limited time frame of forty-eight (48) consecutive hours in the lot driveway or on the street fronting the Lot for the purpose of loading/unloading and preparing for a trip. This permitted parking shall not occur more than twenty- four (24) times each calendar year.

B. **Commercial Vehicles** shall be those designated as such by the Washington Department of Motor Vehicles and is generally defined as a vehicle that will be operating at a gross vehicle weight rating or combination weight over 9,000 pounds. The definition also includes vehicles designed to transport sixteen (16) or more persons. The parking of commercial vehicles within the community shall be prohibited except for those situations requiring such that have been approved by the Architectural Review Committee in advance or as follows:

(CC&Rs Sections 6.7, 6.31, Class C)

- Short-term parking of commercial vehicles, as described above, is permitted for a limited time frame of six (6) consecutive hours in the Lot driveway or on a street fronting the Lot for the purpose of vehicle owner providing service or delivery to Lot Owner or Resident.
- Vehicles that are customarily driven as passenger vehicles, but that have a company or business identification on them, shall not be considered commercial vehicles and are allowed to be parked in the driveway; the vehicle(s) cannot encroach upon or across the sidewalk and must be used on a regular basis, at least fifteen (15) to twenty (20) days per month. No vehicle parked in any driveway may extend into the streets or sidewalks of the Community or otherwise inhibit vehicular or pedestrian traffic or access to any Unit.

The Board of Directors reserves the right to exclude the on-site parking of any commercial vehicle for being oversized or unsightly, as determined by the Board of Directors. Obstruction of roads, sidewalks and walkways by a parked vehicle or other thing improperly parked is prohibited and constitutes a traffic hazard as defined in state law and an immediate hazard to life and property.

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The Association may direct that any vehicle or other things improperly parked be removed at the risk and cost of the Owner thereof. Violations shall subject such vehicles to impound, at the expense and risk of the Owner thereof.

Satellite Dishes shall be installed on the rear of the structure, in a pre-approved location, so that it minimizes visibility from the street or front of the residence, no dish placement is allowed on the roof, refer to ARC guidelines for pre-approved locations. Any placement outside of the pre-approved location must be pre-approved by the ARC. *(CC&Rs Section 6.23, Class C)*

Signs: All signs are considered 'Short Term' signage and are to be used only during the construction or sale of a residential home or home site and must be removed upon occupancy or when the sale is complete. *(CC&Rs Sections 6.11, 6.31, Class C)*

All signage must comply with the City of Richland code. [Chapter 27 - SIGNS](#)

- A. **Size of Sign:** Preferred sign size is 18"x24" and it must be suspended or attached from an approved signpost. Post must be 4x4 pressure treated lumber, painted black or white.
- B. **Installation:** Each sign must be professionally constructed and installed. Signs are to be installed parallel to the front property line. Each sign must be installed on its own post. Signs are not permitted to be placed in windows or attached to fencing, trees or other structures. Temporary or external bracing is not permitted.
- C. **Placement of Sign:** Each sign must be placed on the Member's Lot only. Off-site signage is prohibited. The grade at the sign location may not be built up for the purpose of increasing the height of the sign. All signs must be placed so as not to cause additional cost to landscape maintenance. The sign must not obstruct 'clear vision'.
- D. **Number of Signs Permitted:** Signage is limited to one (1) sign per dwelling, which may contain sale information, realtor and/or Member information. Two (2) signs will be allowed during the construction period only.
- E. **Condition of Sign:** It is the Member's responsibility to ensure that the sign maintains an appropriate, neat, plumbed appearance at all times. It is Member's responsibility to straighten and maintain signs as needed or to remove signs that are not maintained or do not comply. Members will be notified to remove such signs and must do so within forty-eight (48) hours. Failure to do so will result in a fine of twenty-five dollars (\$25) per day until the sign is removed.
- F. **Improper Signs:** Temporary 'push-in' signs are not permitted. "For Rent" or "For Lease" signs are prohibited. Members will be notified to remove such signs and must do so within forty-eight (48) hours. Failure to do so will result in a fine of twenty-five dollars (\$25) per day until the sign is removed.
- G. **Directional and Informational Signs:** Open House signs may be displayed during the actual hours of the open house only. Garage Sale signs, personal signs, announcements, and other display materials must be removed at the end of the function. Commercial signs are not permitted in the community. No signage is to be placed in residence windows. With the exceptions of Neighborhood Watch, Home Security, Pet Safety and Block Home Signs.
- H. **Political Signs:** Political signs may be placed on Member's Lot only not more than thirty (30) days prior to an official election but must be removed within three (3) days after the election.

- I. **Sign Rule Exceptions and Removal:** Requests for exceptions to the Sign Rules may be submitted in writing to the Association for review and consideration on a case-by-case basis. The Association reserves the right to remove unauthorized signs without notice and/or require the Owner to remove the sign.

Soil Stabilization & Drainage Control: Each Owner of a Lot shall accept the burden of, and shall not in any manner alter, modify, or interfere with, the established drainage pattern and grades, slopes and courses related thereto over any Lot or Common Area without the express written permission of the Architectural Review Committee, and then only to the extent and in the manner specifically approved. No structure, plantings or other materials shall be placed or permitted to remain on or within any grades, slopes, or courses, nor shall any other activities be undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow, or obstruct or retard the flow of water through drainage channels. *(CC&Rs Section 6.26, Class C)*

Storm Drains shall be kept free from accumulated dirt, gravel, and debris; this may necessitate the use of bio-bags or other appropriate material if Owner is doing landscaping, construction, etc. *(CC&Rs Section 6.26, Class C)*

Structures are to be kept in good repair at all times. This includes painting and repairing buildings, maintaining roofs, fences, decks, and concrete surfaces. *(CC&Rs Section 6.6, Class B)*

Trash & Recycling Receptacles can be put in the street the day before garbage pickup and must be stored back out of sight in an appropriately screened or enclosed area by the end of garbage pickup day. These receptacles should not be out for more than 48 hours. The cans and bins must be secured from wind and animals, etc. at all times. Owner is responsible for picking up blowing debris. *(CC&Rs Section 6.12, Class C)*

Vehicles in Disrepair: No Owner shall permit any vehicle, which is in an extreme state of disrepair to be abandoned or to remain parked for a period in excess of forty-eight (48) hours on the Owner's Lot (unless screened from view); on the Common Area, or on any street a vehicle shall be deemed in an "extreme state of disrepair". *(CC&Rs Section 6.8, Class B)*

Window Coverings: Window coverings visible from the outside of the Living Unit must be: (a) in good working order; (b) a neutral color compatible with the home/trim color; and (c) of a design and materials standard in the window dressing industry such as drapes, mini blinds, etc. Sheets, blankets, plastic paper, foil, etc. are not allowed. *(CC&Rs Section 6.19, Class C)*

Schedule of Fines

As your managing agent, we have been instructed by the Board of Directors on behalf of the Quail Ridge Owners Association to contact each individual owner in the event of an alleged violation of any of the Association's rules and regulations as outlined in their governing documents.

In an attempt to correct the violation(s), the following actions will occur:

- 1) A "friendly reminder", e-mail, or letter will be delivered.
- 2) A "notice of fine" letter will be sent either by e-mail or US mail to the owner.
- 3) A "final notice of fine and/or cease and desist letter" will be sent either by e-mail or US mail to the owner, giving them a deadline to correct the violation.

If the violation is not corrected upon these attempts to notify the homeowner of the violation and to abate the violation adequately by the expected date, the Association may elect to assess fines accordingly based on the nature of the alleged violation:

	<u>Class</u>	<u>Initial Fine</u>	<u>Daily Fine</u>
1. Domestic Household Pets (Nuisances, Off-leash)	C	\$100	\$25
a. Dangerous Animals	A	\$500	
2. Firearms and Dangerous Projectiles	A	\$500	
3. Flags and Holiday Decorations	C	\$100	\$25
4. Garden Implements (Tools, Outdoor Toys, etc.)	C	\$100	\$25
5. Landscaping (Maintenance & Appearance)	C	\$100	\$25
6. Landscaping Debris	C	\$100	\$25
7. Newspaper/Bulletin Boxes	C	\$100	\$25
8. Noises/Disturbing the Peace	C	\$100	\$25
9. Outdoor Deliveries	C	\$100	\$25
10. Street Parking – Unauthorized	C	\$100	\$25
11. Short Term Rentals	A	\$500	\$500
12. Portable Basketball Hoops/Sports Equipment	B	\$250	\$50
13. Rain Gutters – Impacting Neighbors Property	B	\$250	\$50
14. Parking/Storage of Recreational Vehicles	B	\$250	\$50
15. Parking/Storage of Commercial Vehicles	B	\$250	\$50
16. Prohibited Fires	A	\$500	
17. Signs	C	\$100	\$25
18. Soil Stabilization/Drainage Control	C	\$100	\$25
19. Storm Drains	C	\$100	\$25
20. Structures (Painting/Repair of Homes)	B	\$250	\$50
21. Trash/Recycling Receptacles	C	\$100	\$25
22. Vehicles in Disrepair	B	\$250	\$50
23. Other Rule Violation – Board determines fine, not to exceed \$500			

Architectural Guidelines & Procedures

Fine Schedule – Existing Homes

	<u>Class</u>	<u>Initial Fine</u>	<u>Daily Fine</u>
1. Beginning or Performing Alteration without Written ARC Approval	C	\$250	
a. Failure to Obey Stop Work Order	B	\$250	\$50
b. Failure to make ordered corrections	B	\$250	\$50
c. Failure to restore to original condition or remove if so ordered	B	\$250	\$50
d. Failure to respond to correspondence from ARC/Board	C	\$100	

The Quail Ridge Owners Association does not like to take these types of punitive actions and hopes that direct communications with the homeowners will resolve the violations in a timely manner to avoid the assessment of any fines.

However, please refer to the Quail Ridge Owners Association's *"Compliance Violation Remedies and Formal Enforcement Procedures"* for additional information on direct resolution, management company intervention, remedies, fines, and the rights for a hearing with the Board.