

HERITAGE PARK HOMEOWNERS ASSOCIATION

Community Policies and Architectural Standards

Email: email@heritageparkhoa.net

Website: www.heritageparkhoa.net

Association Management – HOA Community Solutions 253-985-3812

253-265-0762 - fax

5500 Olympic Drive, D-105 – Gig Harbor, WA 98335

Email: info@hoacommunitysolutions.com

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WELCOME

You have become a homeowner in an Association that has a real sense of community. We know you will enjoy being an active part of the community.

Heritage Park is a vibrant and exciting development designed to provide its residents a high quality of life, which includes beautiful surroundings and many recreational opportunities. The goal of the Heritage Park Homeowners Association is to help maintain the value and desirability of the community, both now and in the future.

The community concept is one of teamwork. Board Members, homeowners and management need to be united toward the common goal of enhancing the community. With your help, the rules and guidelines that contribute to the overall quality of our community will be strengthened. An investment in time and energy is required from each of us to become informed of and comply with the special requirements and responsibilities that are a part of ownership in a community that has the special qualities of Heritage Park.

We believe our combined efforts and teamwork will yield impressive dividends for all of us. Again, welcome to the community.

This document supplements the Heritage Park CC&Rs to provide additional guidance and clarification.

Sincerely,

The Board of Directors

Heritage Park Homeowners Association

PURPOSE

This document supplements the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HERITAGE PARK, as amended November 29, 1995, and February 26, 1998, hereinafter referred to as the CC&Rs. This document does not amend the CC&Rs. Where a conflict occurs, the CC&Rs shall take precedence. It is intended that this document provide CC&Rs clarification and other such definition as approved by the Association’s Board of Directors. It is not intended that this document completely summarize the CC&Rs. The homeowners should be aware of the requirements described in the CC&Rs.

This document is used by the Architectural Control Committee (homeowner volunteers) in the evaluation of proposed additions and other changes to homeowner property.

This document may be amended or revised from time to time for the purpose of addressing additional clarifications of definitions at the discretion of the Association Board of Directors.

1. ORGANIZATION

1.1. HERITAGE PARK HOMEOWNERS ASSOCIATION (HP HOA)

HP HOA is incorporated under the laws of Washington State as a non-profit corporation, with Articles of Incorporation and By-Laws governing its conduct.

1.2. GOVERNING DOCUMENTS

It should be noted that for the convenience of the homeowner, these guidelines reflect various information on assessment, architectural control and other matters, but the ultimate authority on these matters is the governing documents of the Association as described below. Every homeowner receives these at the time of purchase of their home and has the responsibility to read all of the governing documents to familiarize themselves with these protective restrictions and requirements of living at Heritage Park. If you have not received a copy of these documents, please request one by calling the Management Company (phone number at front of this booklet).

The HP HOA has governing documents that create certain requirements, which help protect the appearance and property values in the community. These documents have a certain hierarchy, or order of authority, in relation to each other.

1.2.1. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

The highest authority is the Declaration of Covenants, Conditions and Restrictions as may have been amended. These are sometimes referred to as the CC&Rs. People also commonly call them the Covenants. Plat filing maps are also considered equivalent to the authority of the CC&Rs, and are sometimes part of the CC&Rs.

1.2.2. ARTICLES OF INCORPORATION

The second document in the hierarchy is the Articles of Incorporation. The Articles establish the corporation process and protection for the Association Board Members.

1.2.3. BY-LAWS

The third level of authority in the hierarchy is the By-Laws. These are generally related to meeting procedures and association operation, and are amended by a vote of the Members.

1.2.4. ASSOCIATION RULES AND ARCHITECTURAL STANDARDS

The Association Rules and Architectural Standards (CC&Rs Article IV) are formally adopted and amended by the Association Board of Directors. These are the most easily changed and may be revised from time to time at the discretion of the Board.

1.3. RESPONSIBILITIES OF HERITAGE PARK HOMEOWNERS ASSOCIATION

Through its Board of Directors, HP HOA is responsible for the maintenance of the entrance features, the park and designated Common Areas, and enforcement of deed restrictions.

1.4. MEMBERSHIP

By purchasing property within Heritage Park, a homeowner automatically becomes a Member of the HP HOA. All property Owners are subject to certain community rules, regulations and deed restrictions as set forth in the governing CC&Rs. Additionally, lots are subject to certain rules and standards as set forth by the Board of Directors of the Association.

1.5. THE BOARD OF DIRECTORS

- There is a three (3)-Member Board elected by the homeowners at the annual homeowners meeting. Among other things, the Board of Directors of HP HOA is empowered and directed to:
- Prepare the annual budget and establish the rate of assessments.
- Provide for necessary personnel to operate the Association.
- Collect all assessments due the Association.
- Establish and amend rules and regulations.
- Enforce all provisions of the legal documents.
- Obtain adequate insurance coverage on the Common Areas within the Association.
- Keep detailed records of all receipts and expenditures.

- Appoint and dissolve committees of the Board. Delegate to these committees the Board’s authority to carry out certain duties of the Association.
- Provide for the care and operation of the Common Areas.
- Establish an Architectural Control Committee.
- Take any other actions necessary for the administration of the Association.

1.6. ARCHITECTURAL CONTROL COMMITTEE

The CC&Rs (Article IV) authorize the Board of Directors to appoint an Architectural Control Committee. In effect, Article IV states that all property subject to the CC&Rs is subject to architectural, landscaping, and aesthetic review by the Architectural Control Committee. The Architectural Control Committee also has the authority to establish standards such as prescribed in this architectural standards document (CC&Rs Article IV). All changes to the property that affect the outward appearance of the property must be approved by the Architectural Control Committee.

1.7. ASSESSMENTS

To accomplish the tasks for which it is responsible, HP HOA must have adequate operating funds. All property lots within Heritage Park must pay annual assessments to the Association (CC&Rs Article VI, Sections 1 through 7). The rate of assessments required to operate the Association will be established each year by the Board of Directors, concurrent with the adoption and approval of the annual budget by the Homeowners Association membership.

The Homeowners Association is charged with the duty to vigorously pursue the collection of any delinquent assessments (CC&Rs Article VI, Section 9). The Association is empowered to collect late fees and interest on past due accounts; it can cause a lien to be placed on the property; it can bring suit against the property lot(s); and can go as far as selling the property through foreclosure proceedings. While this may seem extreme, Heritage Park Homeowners Association is a non-profit organization that can operate only if all lots pay the assessments when due.

1.8. COMMUNITY AMENITIES

All Members of the Association are entitled to the use of the Common Areas.

1.9. MANAGEMENT

- To assist in the task of operating and administering HP HOA, the Board of Directors has employed a professional Association Management Company. The Management Company works at the direction of the Board of Directors and will serve as a homeowner’s point of contact in communication with the Association. A list of the responsibilities delegated to the Management Company includes the following:
 - Billing and collection of assessments.

- Maintain the financial records of the Association.
- Accept and record requests for repairs or maintenance to the Common Areas.
- Supervise contractors hired on behalf of the Association.
- Act as liaison with the established committees at Heritage Park.
- Respond to homeowner inquiries regarding the Homeowners Association.
- Administration of Common Area insurance and directors and officers insurance.
- Monitor deed restriction violations and oversee resolution of infractions.

The Management Company is not responsible for:

- Repairs or maintenance to individual homes within the Association.
- New home construction warranty items.

2. ASSOCIATION RULES

Various Association rules are noted here for information and convenience. For additional details, the homeowner must read the CC&Rs, which are the final authority and terminology.

2.1. ANIMALS AND PETS

Livestock or poultry of any kind may not be raised, bred or kept. Household pets are allowed, but are subject to any rules and regulations adopted by the Board of Directors. Household pets may not be kept, bred or maintained for any commercial purposes. Pets are allowed in the Common Areas, but only on a leash and must be controlled by a responsible individual. In addition, it is the pet owner's direct responsibility to immediately clean up after their pet. If pets become a nuisance to the neighboring Properties or in the Common Areas, the Lot must take corrective action (CC&Rs Article III, Section 8).

2.2. AUTOMOTIVE REPAIR AND MAINTENANCE

Automotive repairs and maintenance must be accomplished within an enclosed garage (exception is car wash). All non-operational vehicles (including those without a current license) must be parked in enclosed parking areas (CC&Rs Article III, Section 4).

2.3. SANITATION

Garbage and recycle containers must be removed from the front of each home, except on pick-up days. Containers should be removed from curbside by the end of each pick-up day. Containers should be placed so they are shielded from neighbors' view, by placement in your garage or behind a fence (CC&Rs Article III, Sections 4 and 9).

2.4. SIGNS

The CC&Rs specifically restrict the size and posting of signs (CC&Rs Article III, Section 7). Signs which are not in conformance with these guidelines may be removed by the Association.

2.4.1. REAL ESTATE

Only one (1) "For Sale" (or "For Lease," or "For Rent") sign of not more than five (5) square feet (with a holder for the features of the home), which represents an offering by an Owner or a real estate agency, is permitted (CC&Rs Article III, Section 7).

No real estate signs will be permitted within the Common Areas.

2.4.2. OPEN HOUSE AND TEMPORARY SIGNS

The placement of signs used for the purpose of directing persons to homes for sale is prohibited, except for temporary signs as prescribed below. It is the responsibility of the homeowner to make the real estate agency aware of these restrictions.

Up to four (4) temporary "Open House" signs may be placed on Common Area property on the day in which a bona fide open house event is to be held. The temporary signs may be placed by either a real estate firm or the homeowner. The signs may be in place during daylight hours and must be removed by dusk or when the real estate agency representative leaves the property for the day.

2.4.3. GARAGE/YARD SALE SIGN PLACEMENT

The placement of garage and/or yard sale signs shall also be subject to the preceding guidelines, except that the sale time shall not exceed eight (8) hours per day.

2.4.4. SECURITY SYSTEM SIGNS

Security system yard signs are acceptable. Decals may be placed in windows of a home denoting that a security system has been installed.

2.4.5. CONTRACTOR SIGNS

Contractor signs are acceptable for thirty (30) days after completion of the project. For example: "Landscaping by..." or "Spa Installed by..."

2.5. NEW CONSTRUCTION AND ALTERATIONS

In order to preserve the architectural integrity of each individual home, and this community, all proposed additions and exterior alterations to buildings, fences, walls, or other structure, must be reviewed and approved by the Architectural Control Committee prior to their implementation (CC&Rs Article IV). In order to be reviewed and considered by the Architectural Control Committee, any proposed addition or alteration

must fit within the confines of the rear and/or side yards, and must be within all previously established building setback lines. The exterior materials and construction must be consistent with the existing structure.

Requests for additions or alterations will be considered by the Architectural Control Committee on an individual basis. The homeowner must submit plans and drawings to the Architectural Control Committee that describe the proposed addition or alteration. These plans and drawings should include, but not be limited to, elevations, roof lines, site orientation, materials to be used, and exterior paint color. Paint color must be identified with manufacturer's coded paint chip. The drawings must be of sufficient detail to ensure the proposed addition or alteration is consistent with the architectural design and color palette of Heritage Park. They must be submitted with the Project Approval Application, Form A. Such applications will be reviewed by the Architectural Control Committee, and the committee's decision of approval or disapproval will be documented by the Project Approval Form, Form B.

It must be noted that the City of Tacoma requires permits for some projects, and it is the homeowner's responsibility to obtain any required permits before beginning any such project.

2.6. PARKING

2.6.1. PERSONAL VEHICLES

To promote the safety of children, all private homeowner passenger automobiles, pickup trucks, etc. should be parked in garages or on driveways. Parking on lawns, areas along driveways or on areas not designated for such, is prohibited. Temporary guest and contractor parking on the street are allowed. Parking on the street is allowed consistent with the City of Tacoma ordinances, which limit the types of vehicles and duration of parking.

2.6.2. CAMPERS, TRAILERS AND RECREATIONAL VEHICLES

The keeping of a mobile home, motor home, boat, snow mobile, jet ski, recreational vehicles, utility or construction trailer, truck, camper, or other vehicles of similar kind on any Lot is prohibited, unless written permission is obtained from the Architectural Control Committee (CC&Rs Article III, Section 12). Such storage shall be no less than thirty (30) feet from the front Lot line, or nearer than thirty (30) feet to any side street line, and such personal property or vehicle shall be adequately screened and/or within a structure, either of which has been approved by the Architectural Control Committee. For the purpose of loading or unloading, a recreational vehicle may be kept for a period not to exceed seventy-two (72) hours.

3. GENERAL REQUIREMENTS

3.1. SATELLITE DISHES

Satellite dishes will comply with current FCC regulations and are permitted if attractively screened or concealed from adjacent Properties; however, satellite dishes less than one (1) meter in diameter are not required to be screened from view, but must be painted to match the color of the house. (Note: The feed

horn portion of the dish should not be painted.) Their appearance should blend with the surroundings to the best extent possible.

3.2. POOLS, SPA AND HOT TUBS

Plans for pools and spas need to be submitted for approval. Submit pool company drawings of the location of the pool on the Lot. Check with City of Tacoma regarding pool/spa fence ordinances. Plans for additional fencing or other means of securing the pool or spa area must be submitted at the time plans for the pool/spa are submitted for approval.

Pool equipment shall be screened from neighbors' view as well as street view. Hot tubs and spas shall be located in a manner to be least obtrusive and least viewable from neighboring lots or streets. The location shall be such as to not create a nuisance to adjoining Properties caused by pump noises or other disturbances. Spas and hot tubs shall be shielded from view to the greatest extent possible.

All pools, spas and hot tubs shall comply with the most recent City of Tacoma regulations.

3.3. SECURITY DOORS AND SCREEN DOORS

Security and storm doors are permitted. The security door should be compatible with the trim and body color of the house.

3.4. AIR CONDITIONING – WINDOW UNITS

The installation of window air conditioners is permissible June 1 – August 31st. Window AC units should be uninstalled on September 1st.

3.5. FRONT WALKWAY, ENTRY TREATMENTS AND STEPPING STONES

Stepping stones or pavers are allowed provided they are compatible with the landscaping. Indoor/outdoor carpeting is not allowed.

3.6. YARD AND HOUSE DECORATIONS

Yard and exterior house decorations attached to the home are permitted. The decorations shall blend in with the yard and exterior house design and be compatible with Heritage Park design style and motif. Height restriction on yard decorations shall be compatible with the surrounding landscaping. Seasonal decorations (e.g., Halloween, Christmas) are excepted from these requirements.

3.7. DECORATIVE FLAGS AND BANNERS

Decorative flags and banners may be displayed provided they are in harmony with the neighborhood.

3.8. ARTIFICIAL PLANTS

Artificial plants are not permitted in the front yards, except within the porch area.

3.9. LANDSCAPING

Homeowners are responsible for the landscape of their Lot, including lighting features, and to maintain that landscape by regular maintenance such as watering, trimming and upkeep to present a finished appearance. Trees and shrubs shall be pruned to avoid visual obstructions to traffic, and shall not infringe on adjacent property.

3.9.1. LANDSCAPE ROCK

Landscape rock ground cover may be used. The rock color shall be an earth tone color and blend with the natural landscape. Only one (1) color of stone is permitted in a yard (i.e. no decorative patterns are allowed). White, purple, green, blue, red or other bright colored rock is prohibited. A sample of the rock is to be submitted with the landscape plan to the Architectural Control Committee.

River rock or rip rap shall be approximately three (3) to six (6) inches in diameter. Not more than ten percent (10%) of the front yard landscape may be river rock.

3.9.2. LIGHTING FEATURES

Lighting features shall be installed such that they do not become a distraction to neighbors or street traffic.

3.9.3. WATER FEATURES

All fountains and waterfalls must be submitted to the Architectural Control Committee for approval, prior to installation. Waterfalls of any type or location will be considered on an individual basis. Approval will be based on consideration of size, location, local natural material and appearance, and compatibility with Heritage Park design style.

3.10. MINIMUM STANDARDS OF MAINTENANCE

Houses, detached buildings and fences shall be maintained in a status of good repair. Deteriorating exterior paint shall be repainted with the same color or a color similar to the original palette of Heritage Park house colors. House trim color shall be Parker Shell White #5770W or Sherwin Williams Heritage Park Shell White #SWC14992 (CC&Rs Article III, Section 17) and fence stain Olympic Aspen Tan #920 semi-transparent stain can be color matched with Parker or Behr stain (CC&Rs Amendment dated November 29, 1995). Any maintenance work that will change the outward appearance of the building must be approved by the Architectural Control Committee.

3.11. ENFORCEMENT ACTIONS

The least enjoyable fact of life for any Board Member is the need to enforce the rules by resorting to fines and property liens. In extreme cases, the Board has the authority to have a contractor perform the required work and bill the offender. Your careful attention to this handbook and the "Golden Rule" should be enough guidance to avoid any of these problems. Here are a few facts to keep in mind:

The Board has the authority to enforce the rules (CC&Rs Article VI, Section 9, and Article VII, Section 3). Please notify the Management Company if there is a CC&R violation that requires action by the Board.

Owners are responsible for the conduct of all members of their families or households and for the conduct of their tenants and guests. Both the Lot Owner and a non-Owner violator may be penalized for violation of the rules. Penalties assessed against the Lot and the Lot Owner shall be collectable as delinquent assessments.

Complaints should be submitted in writing by the person observing the violation via email or in writing to the board member / members or Management Company. The Management Company will notify the Board of the complaint. A written communication will be sent to the offender and/or the Lot Owner from the Board giving notice of complaint and requesting the voluntary compliance and/or resolution of the problem within a specified time.

The offending party and/or Lot Owner shall have the right to a hearing with the Board to discuss the problem and arrive at a satisfactory resolution. If a violation then continues beyond a specified time or not in accordance with the agreement reached at the hearing, the Board then has the authority to impose fines and take any legal action necessary to resolve the problem. Fines shall be imposed in accordance with the schedule adopted by the Board. However, the Board shall have discretionary authority to consider mitigation of the penalty to be imposed based on the circumstances.

In the event that the party violating the rules is a tenant, the Board, after notice to the violator and opportunity for hearing, may request the Lot Owner to evict the offending party(ies). In the event the Lot Owner fails to initiate appropriate action to remove the tenant(s) in a timely manner as allowed by law, the Board may cause the tenant(s) to be evicted at the expense of the Owner.

Fines will be assessed in the following manner listed below. Due process will be afforded in every case.

3.11.1.HOUSE AND/OR FENCE PAINTED OR STAINED

Any house or fence painted or stained without written approval by the HOA or ACC (Architectural Control Committee) may be fined \$1000 dollars.

All exterior paint/stain projects must have a 3'X 3' sample area covered within plain view from the street prior to applying for project approval. Three or more ACC members will inspect color sample prior to issuing approval.

House trim paint must be either Parker Shell White #5770W or Sherwin Williams, Duration White #FWDC14992.

3.11.2.SIDING

All home siding shall be hardi-plank type or solid cedar to match existing cedar unless otherwise approved by the ACC. Any house sided without written approval by the HOA or ACC (Architectural Control Committee) may be fined \$1000 dollars.

3.11.3. ROOFING

All home roofing materials shall be approved by the ACC. Any house re-roofed without written approval by the HOA or ACC (Architectural Control Committee) may be fined \$1000 dollars.

The Association's approved roofing material is IKO-Cambridge (50AR, 40, 30 AR 30) NW Driftwood or texture/color matched approved by the ACC

3.11.4. TRAILERS/ CAMPERS/ BOATS / CRAFTS

- Trailers of any kind or size on or in front of a property more than 72 hours are in violation of the Heritage Park Community Policies & Architectural Standards.
- At the time a violation is reported and confirmed, a letter will be sent via US Mail to the homeowner for the 1st violation allowing the homeowner 48 hours to remedy the violation.
- On the 7th day after a violation is reported and confirmed, the homeowner shall be fined \$25 for the 1st violation.
- On the 14th day after a violation is reported and confirmed and every 10 days following, the homeowner shall be fined an additional \$50.
- Every subsequent violation for the next 365 days shall result in an immediate fine of \$50.

3.11.5. LANDSCAPE / FRONT YARD APPEARANCE/ GARBAGE/RECYCLE CANS

- It is the responsibility of each homeowner to maintain the appearance of the front of their property. Poorly maintained landscapes, unsightly items such as garbage and recycle cans, tools, furniture, rubbish and non-operating vehicles, in view from the street or neighboring property, are in violation of the Heritage Park Community Policies & Architectural Standards.
- At the time a violation is reported and confirmed, a letter will be sent via US Mail to the homeowner for the 1st violation allowing the homeowner 48 hours to remedy the problem or respond to the management company with a proposal for a solution.
- If there is no response, on the 7th day after a violation is reported and confirmed, the homeowner shall be fined \$25 for the 1st violation.
- On the 14th day after a violation is reported and confirmed and every 10 days following, the homeowner shall be fined an additional \$50.

3.11.6.COMMUNITY PROPERTY:

Intentional damage done to any community property for example, graffiti or vandalism, grass damage from excessive use, tree damage, broken basketball hoops from excessive use such as hanging from the rim etc. shall be fined: Cost to repair and/or replace.

3.11.7.HOA DUES:

- Assessments are due January 1st of each year.
- Assessments are considered delinquent if they are not received by February 1st.
- Delinquent accounts will be charged an initial \$25.00 late fee in February.
- Delinquent accounts will continue to accrue a \$10.00 late fee each month thereafter until the account is paid in full.
- Late fees will be applied to accounts on the 5th day of each month.
- If after 90 days, the assessment remains unpaid (and the owner makes no attempt at arranging payments) the Association may prepare a "Notice of Intent to Lien" and will send to the owner(s)' last known address via certified mail.
- If no payment is received within thirty days of the mailing of the Notice of Intent to Lien, a lien will be prepared and recorded against the property and the owner(s) thereof. All resulting collection fees and costs associated with recording the lien will be added to the total delinquent amount secured by the lien. The lien shall have perpetual existence until the assessments are paid.
- The association may, without further advance notice to the owner(s) proceed to take any and all additional enforcement remedies. Including non-judicial foreclosure of such lien, judicial foreclosure, or suit for money damages, all at the expense of the property owner.
- The Association may recover all reasonable costs incurred in collecting any delinquent assessment, including reasonable attorney's fees.
- The Association may, for good cause and at its sole discretion, agree to a payment plan which permits payment of the delinquent assessments(s), late charges, interest and other related collection costs. Owners are encouraged to contact the Association if they are experiencing financial hardship and need to arrange alternative payments.
- All payments received by the Association, regardless of the amount paid, will be directed to the oldest assessment balances first, until such time as all the assessment balances are paid, and then to late charges, interest and costs of collection unless otherwise specified by written agreement.
- There will be a \$50.00 charge for checks that are returned for insufficient funds.
- All above referenced notices will be mailed to the owner(s) at the last mailing address provided in writing to the Association by such owner(s).