

Eagle Point at American Lake

Home Owners' Association

House Rules Effective

August 30, 2013

The goal of the House Rules is to preserve, protect, and enhance our Home Owners' Association (HOA) property values and assets and to provide for the safety of residents. The HOA's intent is to ensure that all residents are able to use and enjoy their property and to promote a harmonious living environment, as documented when Eagle Point first organized in 1999. The following is an informative set of policies and procedures that each resident has agreed to when either purchasing or renting a home in Eagle Point. These House Rules are in compliance with the HOA's Restatement & Amended CC&Rs, By-Laws, as well as applicable County, State and Federal laws.

RULES

- A. Common Areas
 - a. The common areas are for the enjoyment and use of all residents of Eagle Point.
 - b. All residents shall be respectful of others when they are on the common areas.
 - c. Yard debris or other waste may not be placed on common areas
 - d. Please do not feed the wildlife. Rodents will be attracted to the food and may invade our community, bringing disease with them.
- B. Parking (CC&R, Art. 10, Sec. 20) Resident's vehicles must be parked in garages or on driveways located entirely on their Lot (see further conditions in sections b and c below).
 - a. Owner's vehicles may not be parked on the street on a daily basis
 - b. An exception to the above is that cars, trucks, motor homes, trailers, and boats belonging to residents may be parked on the street in front of their home for a maximum of 48 hours for purposes of loading or unloading, or in emergency situations while awaiting repairs. If additional time is required, the resident may move said vehicle to one of the marked stalls in the Lodge parking lot for an additional 48 hours, with a note affixed explaining the circumstances and the expected date of removal. If a resident refuses to remove an illegal vehicle, the Board of Directors has the power to remove the vehicle at the resident's expense.
 - c. Residents at no time shall keep or permit to be kept on their premises any house trailer, unattached camper, recreational vehicle, mobile home, boat or boat trailer, or utility trailer, unless the same is housed within a garage or is otherwise out of public view.
 - d. Vehicles of guests of Eagle Point parked on the street should refrain from parking on the corners in order to keep sight lines clear at the intersections.
 - e. Vehicles parked on the street should face in the direction of traffic.

C. Beach

- a. Resident's guests are not to be given carte blanche privileges for using the beach and dock facilities. Guests should be accompanied by a resident who is responsible for their guest's behavior,
- b. Please do not feed the wildlife. Ducks and geese will come looking for food and foul our beach and water and the food may attract rodents,
- c. Do not litter. If you pack it in, pack it out.
- d. You must clean up after your pets.
- e. Take your garbage with you when you leave the beach. There is no garbage pickup,
- f. The Porta-Potty is not to be used for refuse.

D. Boat Ramp

- a. In order to limit the use of our facilities to our residents and their guests, a single parking permit will be issued to each residential property. This permit must be displayed on the dash of your or your guest's vehicle while parked on the road to the boat ramp,
- b. Parking is on a first-come, first-served basis and only in the designated parking area on the right when outbound from the cul-de-sac in the marked spaces. When the parking area is full, park in your driveway, near your home, or in the Lodge parking lot.
- c. No overnight parking on the beach ramp road.
- d. Do not park in any other portion of the cul-de-sac or on the sidewalk or lawn,
- e. Be prompt when launching your boat so as not to delay others wishing to use the ramp facilities,
- f. When launching your boat, minimize the use of power. Excessive prop/jet wash will flush away the support materials surrounding the ramp planking, thereby rendering the ramp useless,
- g. Gasoline powered boats and jet skis are not allowed in the cove area, as they contribute significantly to the pollution there,
- h. Do not wash your boat in the ramp area.
- i. Keep children out of the boat ramp area when boats or boat trailers are using the ramp.

E. Dock

- a. Swimmers should enter the water from the floating dock. Do not dive or jump from the high dock,
- b. Boaters are responsible for keeping a sharp lookout for swimmers when operating in the dock/ramp area.
- c. The priority use of the floating dock is for boaters to dock and load/unload their boats. Secondary use is for sunbathing, fishing, and swimming; these users should yield to boating activities,

- d. Boats may not be left unattended at the dock for more than two hours and then only if they are secured as far out of the way as possible, in order that fellow boaters have use of the dock.
- e. No overnight moorage at the dock,
- f. The following safety items are installed on the dock: fire extinguisher, life ring, and boat Hook. Be sure to return them to their storage brackets after use.

F. Renting/Leasing

- a. We suggest that the home owner use a screening agency to check renter/lessee's qualifications before signing the rental/lease. Home owners are required to provide Northwest Properties with the names of all people living in a rented or leased residence, day and evening phone numbers, email address, and inception and expiration dates of rental agreement/lease within 10 days of occupancy,
- b. Home owners must notify the Board in writing that their home will be a rental/lease property each time the home is available. Notification may be made to Northwest Properties as the agent of the Association,
- c. Owners are required to provide renters/lessees with copies of the CC&Rs, By-Laws, and these House Rules at the time of signing the rental/lease agreement. [Northwest Properties can provide these documents by email.]
- d. Each renter/lessee must sign a document acknowledging that they understand the rental/leased property is part of Eagle Point at American Lake and acknowledging that he/she has received the above documents and agrees to abide by the terms thereof. This signed document must be given to Northwest Properties within 10 days of occupancy,
- e. Owners will be held responsible for any unpaid fines assessed against the renter/lessee within ten days of written notice to the home owner. If the home owner is using property management company, the home owner must provide Northwest Properties with the name of the company, address, phone number and contact person. In the event of a violation, the renter/lessee, home owner, and property management company will receive written notification to the last known mailing addresses,
- f. It is strongly urged that owners who rent their premises use a landscaping service to maintain standards appropriate for a first-class residential community. (CC&R Art. VII, Sec. 7.2)

G. Animals (CC&R Art. X, Sec. 10.4)

- a. Dogs and cats, not to exceed a total of two, may be kept on any lot, provided that they are not kept, bred, or maintained for any commercial use or purpose,
- b. Dogs must be kept so as to minimize excessive noise from barking or otherwise being a nuisance.
- c. Dogs are to be walked on a leash.
- d. Residents must clean up after their dogs.

H. Garbage (CC&R Art. X, Sec. 10.7)

- a. No garbage, rubbish or cuttings shall be deposited on or left on the lot premises unless placed in an attractive container suitably located and screened from public view,

- b. Waste receptacles may be out on the street no more than 24 hours before scheduled pickup and must be removed within 24 hours of pickup. As of this writing the scheduled day for pick up is Wednesday.
- I. Gate
- a. Do not give the gate code to guests. Guests should dial your number from the gate keypad to allow you to let them in (dial 9 on your phone)
 - b. Do not post the gate code at the gate when having an activity at the Lodge.
 - c. The Lodge key also opens the gate house. You may have an attendant in the gate house to open the gate for guests on the day you have rented the Lodge.
- J. Fences (CC&R Art. X, Sec. 10.15)
- a. Fences will be erected only after the design of the fence has been approved by the Board of Directors, acting as the Architectural Control Committee. All fences should be in conformity with the original fence designed when Eagle Point was developed,
 - b. No fence, wall or hedge shall be erected, placed or altered on any lot nearer to any street than the front wall of the house
 - c. See Fence Maintenance Guidelines document for specific information about which fences are the responsibility of the Association and which are the responsibility of home owners,
- K. Clotheslines (CC&R Art X, Sec. 10.12)
- a. No clothesline shall be located on a lot premises so as to be visible from the street, a private way, or other residential lots or public areas.
- L. Lighting (CC&R Art. X, Sec. 10.18)
- a. Exterior lighting of any sort which is visible from any street or from any other lot in this subdivision shall not be installed without first obtaining the permission of the Board of Directors, acting as the Architectural Control Committee.
- M. Lodge Rental
- a. The Lodge is available to rent for parties/meetings. A resident must reserve date(s) for use, fill out rental contract, and post a \$200 damage deposit,
 - b. The resident owner/renter/lessee must be in attendance at the Lodge function.
 - c. The rental fee as of the date of this document is \$100 per day, and is subject to change with notice. The resident renter must be in attendance at the Lodge function,
 - d. A banquet permit, available from Washington State Liquor Control Board, is required for any event where alcohol is available.
 - e. The renter is responsible for leaving the Lodge as clean as it was prior to their event,
 - f. Garbage must be removed after the event. There is no garbage collection for the Lodge,
 - g. Boisterous, rough, illegal, or dangerous activities or behavior by anyone in your party is prohibited,
 - h. Noise level after 11 p.m. must be reduced to a level that does not infringe on neighbors' homes. Activities should be moved indoors after this time.
- N. Lodge Parking
- a. Attendees of Lodge events have priority parking at the Lodge lot.
 - b. The Lodge lot is not to be used as a personal storage area for boat trailers, motor homes, or personal vehicles or for home projects (dumping beauty bark, etc.).

- c. Residents may park temporarily for up to 48 hours in specially marked stalls(See B.b above) if there is not a Lodge event.
- O. Septic tanks (CC&R, Art. VII, Sec. 7.3)
 - a. Each owner is responsible for having the septic tank(s) on his/her property maintained.
 - b. Owners whose homes are on the community drain field will share the cost of maintenance of the community drain field. These owners, too, are responsible for the septic tanks on their property to be maintained.
- P. Trees (CC&R Art X, Sec. 10.16)
 - a. No cutting of trees on common areas shall be permitted without the prior written approval of the Board of Directors acting as the Architectural Control Committee,
 - b. The City of Lakewood may require a permit for the cutting of any mature trees on residential property.
- Q. Landscaping (CC&R Art. VII, Sec.7.2)
 - a. Each owner is obligated to maintain the landscaping of his/her Lot to standards appropriate for a first-class residential

ENFORCEMENT ACTIONS

A. General

- a. These actions provide for the enforcement of the Declaration of Covenants, Conditions & Restrictions, Amended Declaration of Covenants, Conditions & Restrictions, and By-Laws of the Eagle Point at American Lake Home Owners' Association (all of which are referred to as the CC&Rs for the purpose of this document).
- b. These actions apply in all cases unless specifically exempted by another Article.
- c. All Eagle Point at American Lake members have equal rights under these rules, except as may be provided by:
 - i. Statute,
 - ii. The Declaration,
 - iii. The Amended Declaration,
 - iv. The Bylaws
- d. All members and residents are required to comply with the Declaration, Amended Declaration, and By-Laws of Eagle Point at American Lake Home Owners' Association, as provided in the Declaration. Owners are responsible for providing copies of the above documents to residents/renters/lessees and to ensure that they abide by them. (See Sec. F of Policies above). Ultimately, owners will be held financially responsible for violations.
- e. The Board of Directors urges all members and residents to make every attempt to solve problems themselves before using these actions.
- f. Any member or resident has the right to a hearing before the Board of Directors with regard to violations being pursued solely by Eagle Point at American Lake Home Owners' Association, provided that they request a hearing in writing within five (5) days after receiving the warning letter. A hearing open to all members will be scheduled within twenty (20) days of the receipt of the warning letter. The purpose of the hearing is to further clarify the nature of the offense and further specify the action necessary to remedy the problem.

B. Complaint Actions

- a. Any member or resident may send a letter or e-mail to the Board of Directors c/o Northwest Properties (Managing Agent), at 9527 Bridgeport Way SW, Lakewood, WA 98499, fax: 253-581-5898 or email: bookkeeping@nwp2.com giving a full and detailed account of the problem, including who, what, when, and where.
 - i. Any member or resident filing a complaint must identify himself or herself,
 - ii. Any member or resident filing a complaint retains the right to file a complaint with the police or other civil authorities, and is encouraged to do so, if appropriate,
- b. If the original problem persists, the member or resident may file additional written complaints with the Managing Agent and/or Board of Directors.

C. Enforcement Actions of Parking Violations

- a. The Board, within five (5) working days of receipt of a complaint, will investigate its validity and take appropriate action, which may include mailing to the renter/lessee and/or member in violation a notice stating the nature of the complaint and the penalty, if any.
 - i. The name and the lot number of the person filing the complaint will not be released except to the Board of Directors,
- b. Copies of the complaint letter will be kept on file for the Board of Directors at Northwest Properties.
- c. A series of notices/letters will be sent to the renter/lessee and/or the lot owner who is in violation of the parking regulations of the CC&Rs, encouraging him/her to remedy the violation quickly to avoid further action by the Board. The series of letters will be as follows:
 - i. **Warning Letter.** On the initial complaint, a warning letter will be sent. This will be a courtesy notice - a friendly reminder about the CC&Rs, setting a deadline five (5) days from the date of the letter for compliance in order to avoid a fine,
 - ii. **Second Notice.** If the violation continues after the five (5) day period, a second notice will be sent indicating that unless the infraction is cured within another five (5) days, a fine of **\$125.00** plus the costs of mailing will be imposed. This notice will also warn that the fine will be doubled if a third notice is required,
 - iii. **Third Notice.** If the violation continues after the second five (5) day period, a third notice will be sent indicating that unless the infraction is cured within a third five (5) day period, the fine will increase to **\$250.00** plus the costs of mailing. Again, this notice will warn that this fine will be doubled if a fourth notice is required.
 - iv. **Final Notice.** If the violation continues after the third five (5) day period, a final notice will be sent indicating that unless the infraction is cured within a fourth five (5) day period (a total of twenty (20) days), the fine will increase to **\$500.00** plus the costs of mailing, and the Board of Directors may elect to tow the vehicle at the owners' expense. In addition to the above fines, a fine of **\$125.00** will be levied against the home owner for each five (5) days that he/she remains in violation of the CC&Rs. This notice will also

warn of an impending lien which will be placed upon the property to cover the fines plus any costs the Board may have incurred to remedy the violation or, at the Board's option, a claim for the above amounts may be filed in Small Claims Court.

D. Enforcement Actions of Violations Other Than Parking

- a. The Board, within ten (10) working days of receipt of a complaint, will investigate its validity and take appropriate action, which may include mailing to the renter/lessee and/or member in violation a notice stating the nature of the complaint and the penalty, if any.
 - i. The name and the lot number of the person filing the complaint will not be released except to the Board of Directors,
- b. Copies of the complaint letter will be kept on file for the Board of Directors at Northwest Properties.
- c. A series of notices/letters will be sent to the renter/lessee and/or lot owner who is in violation of the CC&Rs, encouraging him/her to remedy the violation quickly to avoid further action by the Board. The series of letters will be as follows:
 - i. Warning Letter. On the initial complaint, a warning letter will be sent. This will be a courtesy notice - a friendly reminder about the CC&Rs, setting a deadline ten (10) days from the date of the letter for compliance in order to avoid a fine,
 - ii. Second Notice. If the violation continues after the ten (10) day period, a second notice will be sent indicating that unless the infraction is cured within another ten (10) days, a fine of \$125.00 plus the costs of mailing will be imposed. This notice will also warn that the fine will be doubled if a third notice is required,
 - iii. Third Notice. If the violation continues after the second ten (10) day period, a third notice will be sent indicating that unless the infraction is cured within a third ten (10) day period, the fine will increase to \$250.00 plus the costs of mailing. Again, this notice will warn that this fine will be doubled if a fourth notice is required.
 - iv. Final Notice. If the violation continues after the third ten (10) day period, a final notice will be sent indicating that unless the infraction is cured within a fourth ten (10) day period (a total of forty (40)) days), the fine will increase to \$500.00 plus the costs of mailing, and the Board of Directors may elect to remedy the violation at the owners' expense. In addition to the above fines, a fine of \$125.00 will be levied against the home owner for each ten (10) days that he/she remains in violation of the CC&Rs. This notice will also warn of an impending lien which will be placed upon the property to cover the fines plus any costs the Board may have incurred to remedy the violation or, at the Board's option, a claim for the above amounts may be filed in Small Claims Court.

E. Enforcement by the Board

- a. The Board of Directors shall use the enforcement policies and actions as set forth in the Declaration.

F. Enforcement Expenses

- a. All expenses incurred by Eagle Point at American Lake Home Owners' Association Board of Directors, including all legal, collection, and towing or repair costs, will be

assessed to the lot owner, whether the violator is a renter/lessee or the lot owner himself/herself,

- b. If a renter/lessee is in violation of the CC&Rs, letters will be sent to both the owner and the renter/lessee; however, the owner will ultimately be responsible for paying all fines and expenses to the HOA.

G. Rejection of Complaints

- a. The Board of Directors reserves the right to reject any complaint
 - i. The subject matter is not covered by the Declaration, Restatement of Amended Declaration, or
 - ii. It is of a frivolous nature, or
 - iii. It is intent appears to be harassment, or
 - iv. It is vague and lacking in necessary concrete details.

Adopted by the Board on August 30, 2013