



# TWIN LAKES HOMEOWNER'S ASSOCIATION

## Rules, Regulations and Policies

Rev. L  
January 2024

**Twin Lakes Homeowner's Association, Inc.**  
**3420 SW 320<sup>th</sup> Street, Suite B-3**  
**Federal Way, WA 98023**  
**Phone: 253-838-0464**  
**Facsimile: 253-838-1784**

**A fully searchable version of the Twin Lakes  
Homeowner's Association Rules, Regulations & Policies  
is available on our website:  
[www.twinlakeshoa.com](http://www.twinlakeshoa.com)**



HOMEOWNERS ASSOCIATION, INC.  
3420 S.W. 320<sup>th</sup>, Suite B-3 • Federal Way, WA 98023-2209  
Phone: (253) 838-0464 • Facsimile: (253) 838-1784

## WELCOME TO TWIN LAKES

We are happy that you decided to live at Twin Lakes. We are proud of our community and trust that you will be too.

We also welcome you as a member of the Twin Lakes Homeowners' Association. As a property owner, you are automatically a member. A Board of Trustees is elected annually by the members governs the Association. The Trustees act on behalf of the membership to maintain the high standards of the community and administer the funds derived from a monthly assessment to the best advantage of the membership. The Board of Trustees helps enforce the community protective covenants, serves as a problem solving organization, and is a forum to which homeowners bring their ideas and concerns. The Trustees meet the third Wednesday of each month at 3420 SW 320<sup>th</sup> Street, Suite B-3, at 6:30 P.M. All homeowners are invited and welcome to these meetings. The Board has several working committees. You are encouraged to participate in their activities. The Association newsletter, Twin Lakes Courier, is published quarterly for residents' information.

The Association office is located in the Twin Lakes Plaza commercial center across from the Golf Course, two doors down from the convenience store. The office hours are 9:00 am to 5:00 pm Monday through Friday. The office is closed each day from 12:00 to 1:00 pm for lunch and is closed on all federal holidays.

A quarterly assessment is levied on each property owner. It pays for maintenance and improvements of all common property, which includes lakes and parks, office wages and expenses; security patrol; streetlights; and other operational expenses of the Association. You will be billed every quarter and are urged to pay promptly. Your payments are necessary to pay the community bills.

## SECURITY SERVICES

The security patrol operates in the community Monday through Sunday with a minimum of 80 hours of patrol per week. Exact patrol hours vary with personnel schedules and community needs. The Security Cell Phone number is:

**Mobile Phone: 253-838-5568**

The security officer has no arrest power nor do they carry arms. **We advise all residents, in case of emergency, to call 911 immediately and then the patrol.**

The security patrol duties include:

- A. Protective patrol services for Twin Lakes HOA, residents, guests and their properties.
- B. Assistance with enforcement of the Associations' Covenants, Conditions and Restrictions, Rules & Regulations, and other applicable governing documents.
- C. Assistance as requested to local police in apprehension of perpetrators of observed crimes.
- D. Obtain information regarding vehicle violations and report this information directly to Federal Way Police. This includes, but is not limited to, speeding and parking violations.
- E. Assist local fire district personnel as requested by same.

Please note: **The Security Patrol is not to assume any police powers of law enforcement in rendering assistance to local authorities.**

Additionally, the security patrol provides extensive support to the community, providing vacation checks and notifying us when we leave our garage doors open at night.

If you have questions or any problems regarding the security service, please contact our office 253-838-0464. The Twin Lakes Golf and Country Club has a separate membership. For social or golf information, please contact them directly at 253-838-0432.

**Please note that the Association's use of security patrol in our community is a good faith attempt to deter crime and thereby enhance the quality of life for members. The Association unfortunately cannot and does not guarantee safety or lack of crime in our community. Having a security patrol helps but is not a guarantee of safety for persons or property.**

# Twin Lakes Homeowners' Association Rules & Regulations and Policies

## TABLE OF CONTENTS

1. **ARCHITECTURAL CONTROL**
2. **ESTHETICS**
3. **VEHICLE PARKING**
4. **HOME-OPERATED BUSINESS**
5. **ANIMALS**
6. **PARKS**
7. **RESIDENTIAL CHARACTER OF PROPERTY**
8. **CHRONIC OFFENDERS**
9. **VIOLATIONS, INVESTIGATIONS AND FINES**
10. **APPEAL PROCESS AND OPPORTUNITY TO BE HEARD**
11. **FINES/ASSESSMENTS/FEES/COLLECTION**
12. **CODE OF CONDUCT OF BOARD MEMBERS**

## Chapter 1

### ARCHITECTURAL CONTROL

- I. Introduction
- II. Interpretation Policy
- III. Architectural Control Committee Structure and Voting Process
- IV. Architectural Control Categories
  - A. New Construction
  - B. Paint
  - C. Fencing
  - D. Decks/Roofs
  - E. Remodeling
  - F. Driveways and Ramps
  - G. Residential Storage Buildings/Sheds
  - H. Energy Technology
  - I. Outdoor Lighting
  - J. Temporary Structures
- V. Plans and Specification Submittal Requirements
  - A. Site Plan
  - B. Floor Plans
  - C. Foundation Plans
  - D. Elevations
  - E. Specifications
- VI. Requirement for Obtaining Approval
- VII. Infractions and Fines
  - A. Stop Work Orders
  - B. Opportunity To Be Heard
- VIII. Rule – Legal Action

## **CHAPTER 1 - ARCHITECTURAL CONTROL**

### **I. INTRODUCTION**

As clearly stated Article IX, Section 2, of Twin Lake's Covenants, Conditions and Restrictions (CC&Rs), "no building shall be erected, placed or altered on any lot (residential or nonresidential) on the property until the building plans, specifications, and plot plan showing the nature, kind, shape, height, materials and location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision..." Please note that court cases have specifically interpreted "altered" to include the re-painting of a structure.

Additional CC&Rs define additional requirements such as the building and set back requirements.

### **II. INTERPRETATION POLICY PERTAINS TO:**

- Article IX, Section 2, Titled "Architectural Control"
- Article IX, Section 13 Titled "Building Setback and Fence Requirements,"
- Article X, Section 2 Titled "Setback and Fence Requirements for Fairway Lots."
- Supplements for Division 3, 4, 7 & 8 "Lake Front Dwellings"

The Association has discussed the importance of uniform, consistent and fair application and enforcement of the Association's CC&Rs. This sometimes requires having to reasonably determine the meaning of particular words in sections of the CC&Rs that are capable of being interpreted in different ways so that the intent of the particular covenants is appropriately applied and enforced.

The Association has decided it would be helpful to adopt a policy on how to interpret and apply the term "building" and "structure" as used in the CC&Rs. The terms "structure" and "building" are key elements of these Articles and Sections for purposes of enforcement. This policy will provide guidance to current and future Members of the Board of Trustees use in enforcement.

The Association, in arriving at this Interpretation Policy, has considered many factors, including without limitation:

- the types of improvements owners have created, placed or installed within the setback areas in the past,
- the types of improvements owners could in the future place in the setback areas on their lots

- the probable intent of the setback requirements in these Articles sections, given the CC&Rs preamble which states that the covenants “... are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property...” of the community.

These and other factors, when applied to the concept of setbacks, can affect or impact the market value of homes in the community, the esthetics of the community, and the Members’ general quality of life.

Accordingly, the Board of Trustees, in the interest and for the benefit of the community, adopts the following Enforcement Policy:

**POLICY:**

Hereafter, when the Association enforces Article IX, Section 2; Article IX, Section 13; Article X, Section 2; and Supplements for Divisions 3, 4, 7 & 8 the words “building” and “structure” shall be interpreted as meaning any improvement, addition or change of any kind to or within the setback areas of lots that have any effect on or block, interfere with or impair line of sight three (3) feet or more above ground level as seen from surrounding lots, or by neighbors and/or from the street, including without limitation fences, and children’s play equipment affixed in any way to the land or secured to wood, concrete or pads on the ground consisting of other materials.

In Sidewalk, Driveway and Ramps paving the verb form of “building” is interpreted to mean that sidewalk, driveway and ramps, paving should be harmonious within the community.

It is required that all construction shall comply with all, City of Federal Way, King County and State Building Codes, Restrictions and Laws. It is the owner’s duty and responsibility to be aware of all permit requirements, and to pursue, pay for and obtain all necessary governmental permits for the construction.

Please note that approval from the City DOES NOT MEAN APPROVAL FROM THE ASSOCIATION. Any work that will produce significant changes in the appearance of your property requires prior approval of the Association's Architectural Control Committee.

**III. ARCHITECTURAL CONTROL COMMITTEE STRUCTURE AND VOTING PROCESS (Approved by the Board of Directors on March 15, 2023)**

Motion Date: 15Mar2023; unanimously approved by the full TLHOA Board of Directors: Tom Brunner, Brendan Cysewski, Ian Beckstrom, Leslie Rose, Chris McClure, Mike Redling, Greg Glazner, Craig Brown, and Russ Field (ACC Chair).



**PURPOSE:** To instill a level of standardization in the ACC structure and voting process, with an eye toward increasing consistency and quality of decision-making over time and between Boards.

**RATIONALE:** The RR&Ps, Chapter I. ACC, contains no rules or guidance on how the ACC is to be structured, or to determine approval or denial of a submitted request. This Policy addresses that gap.

The TLHOA is charged to be fair and even-handed in their work. Each ACC request has the potential to be seen as a precedent for future requests. With that in mind, reasonable adults should be able to look at the same documents – submitted request, HOA governance, RCW, etc. - and come to the same conclusion. With the same references, any future ACC should likely reach that same conclusion.

If there are points of disagreement, the ACC members must engage in a reasoned discussion in order to understand, and hopefully resolve, their perspectives. If the documents and/or rules are so ambiguous, vague, or contradictory; OR, if the disagreement is rooted in matters of personal taste, preference, or current trends, such that the ACC cannot reach agreement, then broader discussion with the full Board is appropriate.

In this way, we help assure that the passing tastes of a small fraction of the homeowners, in the guise of the ACC, do not disturb the harmony of the community or risk setting a questionable precedent.

**BENEFITS:** This motion provides guidance that has been absent in the governing documents. By encouraging broader familiarity with the CC&Rs, RR&Ps, and the RCW, members will become more aware; this framework also helps increase the probability that future ACCs will make decisions of a consistent quality.

**DEFINITION:** “Available” in this context will mean that a voting member of the ACC is, as far as is known, available for review of an ACC request, and to express their Approval or Denial. A member will be considered to be unavailable if they are on vacation, medically indisposed, etc.

**A. ACC Member Conduct**

- a. ACC members are expected to advise the ACC of pending absences, situation permitting.
- b. In an effort to turn around requests in a reasonable timespan, ACC members are highly encouraged to check the appropriate email account at least daily. The sooner we know of agreement, the sooner the homeowner can be notified; the sooner we know of any disagreements, the sooner we can initiate discussion.

**B. ACC Structure**

- a. The ACC must consist of no fewer than three voting members, at least two of whom must be active Board of Directors members. For agility in communications and speed of response, the number of ACC voting members will not exceed five.

**C. ACC Voting Process:**

The following rules apply to voting for Approval or Denial of submitted ACC requests:

- a. The ACC voting process is a “jury process”, i.e. all votes cast must be unanimous in agreement to either Approve or Deny. A request may not be declared closed, or any decision communicated to the homeowner, if any available ACC members disagree or have not yet responded.
- b. IF a request is Denied, the reason(s) and any relevant document references must be provided to the homeowner.
- c. IF fewer than three ACC members are available, then enough Board members/officers must be recruited to bring the number of voters up to a minimum of three for that submission.
- d. IF the voting ACC members cannot, after reasonable discussion, come to agreement, THEN the submission must go to the Board at the next monthly HOA meeting, for review, discussion, and resolution.

**IV. ARCHITECTURAL CONTROL CATEGORIES**

**A. NEW CONSTRUCTION** - Consistent with Article IX, Section 2; construction of New Homes within Twin Lakes must be harmonious with the other homes in the subdivision. This harmony includes but is not limited to, height, square footage, lot coverage, landscaping, materials, finishes and colors. Plans, specifications, materials, finishes, landscape design, and color schemes must be submitted to the Architectural Control Committee for approval before any work is commenced.

**B. PAINT** - Consistent with Article IX, Section 2; exterior paint of Twin Lakes homes must be harmonious with the other homes in the subdivision. Prior to painting all homeowners who wish to change exterior color, or repaint existing exterior color, must submit color schemes prior to the start of the project to the Architectural Control Committee for approval.

**C. FENCING** - Consistent with Article IX, Section 2, fencing materials and plans must be submitted to the Architectural Control Committee for approval prior to the work taking place and must meet set back requirements listed in Article IX, Section 13 and Article X, Section 2 (fairway lots).

**NOTE:** Chain link fencing is not an approved material.

**NOTE:** Fencing cannot be built forward of the setback requirements as defined in the CC&Rs.

**NOTE:** Fences may not exceed 6 feet in height.

**D. DECKING/ROOFING** - Consistent with Article IX, Section 2, construction plans, a description **and design** and samples of deck/roofing materials, **finishes** and heights of structures must be submitted to the Architectural Control Committee for approval prior to the work taking place.

**NOTE:** Fiberglass is not an approved cover for skylights or patios.

**E. REMODELING** - Consistent with Article IX, Section 2, basic requirements are but not limited to: a letter of the scope of work, the owner's name, mailing address, property address where work is to be done, phone numbers, a copy of the detailed construction plans, a detailed description of materials and samples, and a site plan showing all setbacks to be used must be submitted to the Architectural Control Committee for approval prior to work taking place.

**F. DRIVEWAYS & RAMPS** - Consistent with Article IX, Section 2, construction plans and a description of materials and samples to be used must be submitted to the Architectural Control Committee for approval prior to the work taking place. Driveways or ramps must be harmonious with the existing community. In order to maintain the landscaped appearance of the subdivision, driveways should not extend to the edge of the lot lines. A landscaped area between the driveway and lot line should be maintained to soften the hard lines of the paving material.

Adding an additional vehicle parking area- If an additional parking area is to be added as needed for operable/running vehicles, the location, design and materials for any such addition are subject to ACC approval. Acceptable materials are cement, brick and five-eighth (5/8) inch gravel. No pea gravel or gravel under the five-eighth (5/8) inch requirement is permitted.

Number of vehicles parked in an approved additional parking area - At no time will the number of operable/running vehicles parked in additional approved parking areas exceed two (2) vehicles.

**G. RESIDENTIAL STORAGE BUILDINGS (ATTACHED OR DETACHED)** - Consistent with Article IX, Section 2, construction plans and a description of materials and samples to be used must be submitted to the Architectural Control Committee for approval prior to the work taking place.

a. Plans for all storage buildings must be submitted to the homeowners Association's Architectural Control Committee for prior approval per Article IX, Section 2 of the Twin Lakes CC&Rs.

b. Plans must include: dimensions of length, width, and height of structure, description and sample of materials for siding, roofing,

paint, and exterior elevations; Foundation plans and a sample of material.

- c. All storage buildings will be constructed of materials that match or complement the existing residence, with workmanship comparable to that of the residence.
- d. **NOTE:** Metal and Rubber materials are prohibited.
- e. The outside dimensions of the structure, if detached may not exceed 8'x 8' x 8' in height at the highest point.
- f. Detached storage building should be completed within 4 weeks of commencement of construction to include exterior painting of the structure. (include paint sample)
- g. Only one (1) detached storage structure per residential lot will be allowed.
- h. Landscaping should be designed to blend the structure into the surrounding landscape. All setback rules apply.
- i. Landscaping around storage structures on golf course and lake shore lots must be designed to camouflage the structure as much as possible to reduce its impact on the appearance of the golf course or lake shore. All landscape plans around the shed must be pre-approved with sheds plans.

**H. ENERGY TECHNOLOGY POLICY – Approved by the Board of Directors on July 21, 2021.**

**Scope:** This policy applies to any energy-generation or storage-related appliance, equipment, or associated components located externally or internally to a house, garage, or a shed, to the extent that they may constitute a danger or risk to the installer’s property and assets and/or those of neighboring lots.

Regarding solar panels, this policy applies to all solar energy devices including, without limitation, solar panels and their associated components; or other solar energy devices.

**Introduction:** Residential power generation and management is becoming increasingly effective and cost-efficient. This policy is constructed to enable TLHOA home owners to take advantage of its benefits while maintaining the esthetic properties of the HOA per the CC&Rs and other governing documents. It should be acknowledged that any technology taking advantage of naturally-occurring resources (e.g. sunshine, wind, or water)

will be subject to the same freedoms and constraints, with emergent differences to be addressed later.

Regarding solar panels, specifics of the Revised Code of Washington RCW 64.38.055 should be reviewed by any home owner considering a solar panel installation. ALL APPLICABLE LAWS, REGULATIONS, AND RULES MUST BE OBSERVED.

Installations of any type existing or approved as of the adoption date of this Policy are grandfathered in, provided they adhere to all applicable laws, regulations, and rules. TLHOA is automatically indemnified as described in the “Liability” section below.

**General**

All proposed installations MUST be submitted for ACC assessment through the standard ACC process.

Any owners who install such devices must expressly indemnify or reimburse the HOA or its members for loss or damage caused by the installation, maintenance, or use of such devices.

All installations of any equipment should consider shading by or of neighboring properties. “Good neighbor” policy applies here: homeowners are strongly encouraged to talk with neighbors before installing equipment which may adversely affect their property or view.

Be advised that some installations, for example solar panels, may increase the risk of fire. Check with your home insurance company to estimate any change in rates resulting from installations.

A variance to certain sections of this Policy may be considered by the ACC if strict compliance would significantly increase the cost of the system, its installation, efficiency, or maintenance. If an owner seeks a variance, they must provide a minimum of two bids depicting the cost of installation – one bid in compliance with these guidelines, and a second bid depicting the desired alternative location. The ACC may require bids from a second contractor in order to make an informed decision.

**Evaluations**

Any and all energy-related installations must be approved by the HOA Architectural Control Committee (ACC). We highly recommend that ACC approval be obtained before detailed planning and permitting, as the TLHOA esthetics can be more (but not less) restrictive than governmental requirements. All submissions must conform to all applicable laws and regulations, including Federal regulations, the RCW, King County laws and regulations, and those of the City of Federal Way.

### **Liability**

Twin Lakes Home Owners Association is not liable in any way or to any extent for the results of installing any device or equipment on a homeowner's lot, house, garage, shed, other structure, or property, or for any installation on the interior of any structure (e.g. batteries), including neighboring lots, property, or structures.

NOTE: Only commercially or professionally-made devices and equipment are allowed. "Home-made" or "DIY" devices will not be permitted due to the safety and esthetics aspects of such devices.

### **Esthetics and Equipment Locations**

#### **Mounting on roofs or walls:**

Per the General section above, and note below, remember that a variance may be requested by the homeowner, and the ACC may consider it, based on additional information.

Installations are allowed only on the back (non-street-fronting) side of a roof. The installed location must not be visible from the street fronting the house. The front (major street-facing) slope of the roof of the house or garage may not be used.

If an alternative placement location is necessary in order for the energy device to reasonably work as intended (so that any loss of efficiency or capability is not more than 10%), the ACC must consider the ability of the device to properly work regarding its location. If the location which would be required under this Policy would result in the device losing 10% or more of its efficiency or energy-generating capability, then the ACC may approve the home owner's preferred location if that location is truly necessary under the factors set out in this Policy. Solar panels should be installed as far as possible to the rear of the house or garage.

#### **Ground mounting:**

No ground-mounted equipment will be placed in the front yard of a lot, or on the side of the house where it extends beyond the rear-most line of the front of the house.

All equipment must be screened from view, unless the required screening prohibits economic installation or degrades the operational performance quality of the device panel by more than 10%.

- I. PERMANENT OUTDOOR LIGHTING** - All permanent outdoor lighting must be a long-term installation, well maintained and all wiring shall be discreet and unseen. Outdoor lighting can be multi-colored but cannot blink, chase,

drip, race, etc. Lighting must maintain a steady lumen rate while turned on. Any outdoor lighting installation must consider the harmony of the community and shall not be set to create a nuisance to their neighbor and the neighborhood. Major outdoor lighting additions/changes require prior approval by the Architectural Control Committee [ACC].

- J. TEMPORARY STRUCTURES** - Temporary dumpsters, portable outhouses, storage containers [i.e. PODs] and heavy equipment require TLHOA permits prior to placing them onsite. Contact the HOA office for a permit. [officemanager@twinlakeshoa.com](mailto:officemanager@twinlakeshoa.com)

## **V. PLANS AND SPECIFICATION SUBMITTAL REQUIREMENTS**

The following plan guidelines are required for the Twin Lakes Homeowner Association Architectural Committee assessment of construction request. There must be enough detail for the committee to understand each project.

The owner's name, mailing address, phone number and address of where work is to be done must be included. The following drawings and plans should be included as required for definition of each project.

- A. Site Plan** (map) – Locate and Dimension of all property lines and easements, and special set-backs. Property lines must be identified by owner, property may have to be surveyed if owner is unsure of property line locations. Show distance from property lines of proposed construction. Major landscaping elements should be included. Pictures of the existing site are especially helpful.
- B. Floor plans** (overhead looking down view) of each floor being built or remodeled. Show porches, decks, roof overhangs, retaining wall and rockeries. Additions shall be labeled and shown in some manner. Show existing building(s) to remain or scheduled for demolition or removal.
- C. Foundation Plans** for new sheds or house structures.
- D. Elevations** (flat view of front, sides, rear) – for all sides of the building
- E. Specifications** - Provide one copy of any specifications of materials and finishes that are part of the drawing documentation. Must include all approved City and County Work Permits that are required for the project.

## VI. REQUIREMENT FOR OBTAINING APPROVAL

### **Architecture Information**

Please remember that any changes to the exterior of your property or residence, including remodeling, paint, driveway, ramps, steps, fences, sheds, roofs and landscaping, require '**prior**' approval by the Association's Architectural Control Committee. Copies of the CC&Rs and Rules & Regulations are available on this website [www.twinlakeshoa.com](http://www.twinlakeshoa.com) under the tab 'Association Covenants' or you can be mailed a copy upon request, in which case the Association reserves the right to charge a reasonable copying and mailing fee to cover its costs. Home improvement work that requires '**prior**' approval includes but is not limited to:

- Roof replacement or repair (include small 2 x 2 inch sample)
- Exterior painting - even replacing existing color(s) (include paint swatches)
- Exterior Doors, Garage Doors (include pamphlets or pictures and color)
- Decks including repairs (include type of wood/composite materials and finishes)
- Fences including repairs and re-staining (include height, distances, plot plan, diagram and finish of fence)
- Major Landscaping (i.e. 25% or more change to existing landscaping) please include drawing with scope of work, list of materials and plants. If in doubt please call the office.
- Driveways, sidewalks, ramps, porches (include diagram with distances and finishes)
- Sheds (refer to Chapter 1, Section III, Item G)
- Gutters (written request including drawing and cross section)
- Remodels – including siding, stone, brick, architectural details, roofline and chimney.
- Additions – of any type. Need complete Architectural designs and details, approved City Permit, elevations, materials and finishes including colors, stains and styles.

**FOR ALL PROJECTS**, please provide a written request. If your project involves landscaping or construction, please include a drawing or diagram of the planned work, showing dimensions and distances and finishes of all materials you intend to use and include paint swatches. If you are working with a contractor, please include a copy of the signed contract for the intended work, the contractor's contact information, and the contractor's schematic drawing(s) pertaining to the planned work. Please also include start and estimated completion dates and a scope of the project.

**\*\*Exclusion of any of the required information will delay the processing of your request, until all materials are received for review.\*\***



Bring your requests to the office during business hours which are Monday through Friday from 10:00 am to 3:00 pm. You can also mail them or drop them through our mail slot any time.

The Architectural Control Committee will review your request and either ask for further information or approve your request as quickly as possible. Please remember 30 days are allotted for a determination; please refer to our CC&Rs, Article IX, Section 2. To determine if your project will need a city permit, please check with the City of Federal Way's Code Compliance Officer, before beginning any work. A Compliance Officer for the city of Federal Way can be reached Monday through Friday at 253-835-2632.

Please note that approval from the City **DOES NOT MEAN APPROVAL FROM THE ASSOCIATION**. Any work that will produce significant changes in the appearance of your property requires ‘prior’ approval of the Association's Architecture Committee.

As always, please call, write, or stop by the Association office with any questions.

## **VII. INFRACTIONS AND FINES**

- A. STOP WORK ORDERS** - Failure of a homeowner to obtain written approval for any project covered by this chapter from the Architectural Control Committee prior to “said project” is an infraction of these rules and may result in the homeowner having to restore “said project” to the original condition. Additionally, fines may be assessed as described in Chapter 9 of these Rules and Regulations.
  
- B. OPPORTUNITY TO BE HEARD** – The opportunity to appeal the Architectural Control Committee/Board/s decision regarding the assessment of fines or denial of a project is available as detail in Chapter 10 of these Rules and Regulations.

## **VIII. RULE – LEGAL ACTION - REFER TO CHAPTER 8.**

Adopted and enacted by the Board of Twin Lakes HOA on October 8, 2008

## **Chapter 2**

### **ESTHETICS**

- I. Introduction**
- II. Esthetics Categories**
  - A. Landscaping/Driveways**
  - B. Yard/Home Exterior Maintenance**
    - 1. Yard Maintenance**
    - 2. Home Exterior Maintenance**
    - 3. Holiday(s) Decorations**
    - 4. Tarps**
    - 5. Vehicles**
      - a. Non-running Vehicles**
      - b. Running Vehicles**
      - c. Vehicles in Disrepair/Deterioration on Lots**
    - 6. Interior Window Coverings**
    - 7. Exterior porch, patio, deck or other outdoor area coverings**
    - 8. Water craft on Lakes Lorene, Jeane and Ponce de Leon**
  - C. Sign & Flag Policy**
- III. Infractions and Fines**
- IV. Opportunity To Be Heard**
- V. Rule – Legal Action**
- VI. Esthetic Checklist**

## CHAPTER 2 - ESTHETICS

### I. INTRODUCTION

As clearly stated in Article VIII: “Each individual owner...shall be obligated to provide exterior maintenance on his own lot.” Every spring the Homeowner’s Association conducts a general esthetics review of all 10 divisions of Twin Lakes. It is the policy of the Twin Lakes Homeowner’s Association that no Board member or esthetics volunteer who participates in esthetic reviews, review his/her own division or adjacent neighborhood. See page 16 at the end of this chapter for areas reviewed.

### II. ESTHETICS CATEGORIES

**A. LANDSCAPING/DRIVEWAYS** – All landscaping plans must be submitted to the Architectural Control Committee (ACC), through the Twin Lakes Homeowner’s Association office, for approval **prior** to work taking place. **This includes driveway resurfacing or expansion.**

**B. YARD/HOME EXTERIOR MAINTENANCE** – All exterior areas must be consistently maintained.

1. **Yard Maintenance** – Lawns shall be maintained and mowed regularly and noxious weeds/moss removed; trees and shrubs pruned, dead limbs removed, planters weeded. Woodpiles, garbage cans and recycle bins must not be visible from the street at any time; leaf piles and other debris removed. Moss must be removed from driveways, ramps, walkways, and roofs. Tree limbs, shrubs, bushes must be cut back so not to obstruct the sidewalk, streetlights, or city signs.
2. **Home Exterior Maintenance**-Paint and/or stain on each structure (house, fence, deck, mailbox, sheds, etc.) must be uniform in color, and without fading, cracking, or peeling. All exterior paint must have ACC approval prior to painting. In addition, paint finishes to be used on the body of the home should be of a flat or satin content. Trim can be either a satin or eggshell finish; doors can be painted an eggshell or semi-glass varnish. At no time can high-gloss paint be used on the body, trim (including shutters) or door(s) of a home.
3. **Holidays Decorations**- Holiday decorations and holiday lighting may be displayed up to 30 days prior to the holiday and must be removed within 30 days of the official date of said holiday. Icicle lights are considered holiday decorations and shall be removed by the expiration of the holiday period. For rules regarding permanent outdoor lighting see; Chapter 1, Section III, Subsection I.

4. **Tarps**-Tarps used to cover debris, woodpiles, vehicles, roofs, fences etc., are strictly prohibited. The use of tarps in general is prohibited if visible from street or neighboring properties.

5. **Vehicles**

- a. **Non-running Vehicles or Vehicles with Expired Tabs** - All non-running vehicles, recreational vehicles, and vehicles with expired tabs, including without limitation all cars, trucks, golf carts, motorcycles, go-carts, etc., must be stored in garages or out of sight. At no time shall the aforementioned vehicles be kept, parked or stored on public streets, walkways, lots or driveways per Federal Way City ordinance and these Rules and Regulations. Vehicles parked on Twin Lake properties must have current tabs. Vehicles visible from the street that are considered to be collectible or classic must provide certification paperwork to the Association's office and are subject to current licensing or tab requirements as stated above.
- b. **Running Vehicles**-Homeowner's vehicles in operating condition shall not be parked or stored on non-paved areas within Twin Lakes' subdivision. Vehicles in running condition must be currently licensed and tabbed. All tabs must be visible from the street. Under no circumstances may tarps be used to cover vehicles if visible from the street or neighboring property. At no time will the number of operable/running vehicles parked in additional approved parking areas exceed two (2) vehicles.
- c. **Vehicles in disrepair/deterioration on lots**- Regardless of whether a vehicle might be considered as a classic or collectible model, and regardless of whether operable or licensed or tabbed, vehicles in a state of significant disrepair or deterioration may not be kept, parked or stored on a lot where visible from the street or to neighboring owners. Vehicles in a state of "disrepair or deterioration" are those that a reasonable person would find unsightly and detracting from the values and marketability of homes in the community due to their condition, which includes without limitation vehicles with significant areas of rust on the fenders, body or wheels and/or significant body or fender(s) damage that goes without repair for an unreasonable period of time. If such a vehicle is going to be kept on a lot, the owner must screen it from view so it is not visible from the street or by neighbors, which screening is subject to the requirements and approval process in the Architectural Control Rule provisions, Chapter 1.

**6. Interior Window Coverings**

- a. **Interior window coverings**, including garage door windows, visible from the street and neighboring properties, shall not consist of blankets, sheets, shower curtains, tarps, garbage bags, or any other material not manufactured or intentionally produced for use as a window covering. All window coverings shall be a neutral color and in good condition without significant defects. Blinds shall not have missing, bent or broken slats. Draperies and/or curtains shall not contain visible stains or tears.

**7. Exterior porch, patio, deck or other outdoor area coverings**

- a. **Exterior area coverings** - The use of shower curtains, blankets, sheets, tarps, garbage bags or other materials not manufactured or intentionally produced for use as a porch, patio, deck or other outdoor area covering shall be prohibited on homeowner property.

**8. Water Craft on Lakes Lorene, Jeane and Ponce de Leon**

- a. **Water Craft** – Water craft and other Association approved water toys, stored on lakeside lots of Lakes Lorene, Ponce de Leon and Lake Jeane, must be properly maintained so as to be in usable, working condition. Approved water craft of any type must be kept free from obvious mold, mildew and other debris or plant growth.

**C. SIGN POLICY** – Under Article IX, Section 10 of the CC&Rs for Twin Lakes, the Board of Directors has the authority to adopt reasonable rules regulating the display of signs and flags on lots within the Association. The placement of signs and/or flags by an Owner on his/her lot shall include the inside of a residence, if visible from the street.

**United States Flags:** Per RCW 64.38.033, Owners may display one (1) flag of the United States, not to exceed 3'x5', if the flag is displayed outdoors in a manner consistent with federal flag display law. The flag must be displayed from a flagpole and may not be attached directly to the building, fascia, or windows. An Owner may install a flagpole for the display of the flag of the United States after obtaining prior written approval from the ACC as to the location and size of the flagpole. For purposes of this section, "flag of the United States" means the flag of the United States as defined in federal flag display law, 4 U.S.C. Sec. 1 et seq., that is made of fabric, cloth, or paper and that is displayed from a staff or flagpole or in a window. For purposes of this section, "flag of the United States" does not mean a flag depiction or emblem made of lights, paint, roofing, siding, paving materials, flora, or balloons, or of any similar building, landscaping, or decorative component.

Information on the proper way to retire an old American Flag can be found here:  
<https://www.vfw.org/Flag/>

**Other Flags:** State flags, flags of other countries, collegiate flags, officially licensed sports team flags and other tasteful decorative flags and banners (including but not limited to welcome flags and seasonal/holiday flags) may be displayed from a flagpole on the exterior of the home during the appropriate season. Flags and banners may not be attached directly to the building, fascia, or windows of any home. Such flags and banners shall not exceed 3'x5', and each home is limited to one other flag in addition to the United States flag. Flags or banners with vulgar language or images are not permitted under any circumstances.

**Political signs:** Per RCW 64.38.034, each Owner is permitted to place a maximum of two (2) candidate/ballot issue signs on his or her Lot visible from the street, whether placed inside or outside the home. The signs shall not exceed eighteen (18) inches high and twenty-four (24) inches long. Candidate and/or ballot issue signs can be displayed no sooner than thirty (30) days before a primary or general election and must be removed within seven (7) days after the last day of voting (the election date). Political signs with vulgar language or images are not permitted under any circumstances.

**Slogan signs:** Any sign not related to a specific election/candidate/ballot issue is considered a "slogan sign." Each Owner is permitted to display one sign per lot, not to exceed twenty-four (24) inches high and thirty-six (36) inches long may be placed outdoors by an owner on his/her lot. Slogan signs may not be displayed directly from the building, fascia, or windows. Slogan signs with vulgar language or images are not permitted under any circumstances. Signage pertaining to slogans may be displayed for no more than ninety (90) days in one (1) calendar year.

**For Sale/Rent Signs:** Each Owner is permitted to display one sign per lot, not to exceed eighteen (18) inches wide and twenty-four (24) inches long. The sign must be freestanding and mounted on a post, and it may include an "information box." For Sale/Rent signs are only permitted when the property is actively for sale or rent, or its sale is pending. For Sale/Rent signs must be removed within five (5) days after transfer of ownership (closing) or lease commencement, whichever is applicable.

**Real Estate Open House Signs:** Place signs two (2) days prior/remove at end of open house not to exceed 5 consecutive days or 10 days in a calendar month.

**Garage Sale:** Signs advertising a garage/yard sale may be posted one (1) day before the sale and must be removed within one (1) day after the sale. Directional signs are permitted during the sale.

**No Soliciting Signs:** Each Owner is permitted to place one (1) “No Soliciting” sign, not to exceed 5”x11”, provided that the sign must be mounted on the Owner’s home or freestanding and mounted on a post or stake. Stakes may not exceed 24” tall.

**Security Signs:** Each Owner is permitted to place one (1) security sign, defined as a temporary or permanent sign installed by the owner identifying a security system or other protective system operating on the premises. The sign may be 10”x10” or 12”x12” only and must be mounted on the Owner’s home or freestanding and mounted on a post or stake. Stakes may not exceed 24” tall.

**No Signs allowed on common properties under any conditions, unless previously approved in writing by the Board of Directors at the Board’s sole discretion.**

**No Signs are permitted on golf course side of any fairway lots.** All signage is prohibited.

This Rule for Display of Signs and Flags was adopted on May 19, 2021 and became effective July 1, 2021.

### **III. INFRACTIONS AND FINES**

**Fines** - Failure of a homeowner to comply with this chapter or to obtain written approval for any project covered by chapter 1 from the Architectural Control Committee prior to “said project” is an infraction of these rules and may result in the homeowner having to restore “said project” to the original condition. Additionally, fines may be assessed as described in Chapter 9 of these Rules and Regulations.

**IV. OPPORTUNITY TO BE HEARD** – The opportunity to appeal the Architectural Control Committee/Esthetics Committee/Board/s decision regarding the assessment of fines or denial of a project is available as detail in Chapter 10 of these Rules and Regulations.

**V. RULE – LEGAL ACTION - REFER TO CHAPTER 8.**

Adopted and enacted by the Board of Twin Lakes HOA on October 8, 2008

## VI. ESTHETICS CHECKLIST

### Esthetics Checklist\*

**General Appearance:** Front and side yards visible should be neat and free of trash and garbage/recycle cans. Back yards visible from the street, sidewalks, golf course and lakes should be neat and free of trash. Tools, lawnmowers, wheelbarrows, etc, should be stored out of sight. Tree stumps should be cut down to ground level. Firewood should be neatly stacked and out of sight.

**Lawn, garden and shrubs:** The lawn should be kept uniform, fertilized, mowed and edged, with weed and moss control. Dead spots should be reseeded. Flower gardens and beds should also be free of weeds and overgrowth. Shrubs should be trimmed and undergrowth controlled.

**Sidewalks:** Sidewalk(s) should be free of weeds and grass growing in the cracks. Accumulated needles and leaves should also be removed.

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**Fences:** Fences should be in good repair, painted, stained or sealed, with moss control. Reviews will note fences with missing boards.

**Decks/Porches:** Decks and porches should be free of moss, leaves, and needles. They should be painted, stained or sealed. Decks or porches with missing boards or in poor condition will be noted.

**Mailboxes:** Mailboxes and posts should be firmly set, clean and in good condition and without rust.

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**Paint and trim:** Mold and moss should be removed. Houses with faded, flaking and peeling paint will be noted.\*\*

**Driveways:** Driveways should be free of weeds, moss or grass. Damaged, crumbled or displaced driveways may require repair or replacement.\*\*

**Roofs:** Roofs should be free of moss, leaves, needles, etc. Reviews will note roofs in need of cleaning, repair or replacement.\*\*

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**Obstructions of sidewalks and hedges:** Hedges, trees (including tree limbs), and shrubs should not obstruct the sidewalk. Low hanging limbs should be removed and those that encroach onto the sidewalk should be cut back, so that the space above the sidewalk, to a height of eight feet (8') is clear and open. This is a City of Federal Way regulation. Shrubs and bushes that form part of a hedge must be no higher than 6 feet tall. Obstructions onto sidewalks will be noted.

**Unauthorized structures and attachments:** Fences, storage sheds, etc. should meet all Architectural Control Committee standards. Refer to Chapter 1, V.

\*Items will be reviewed from the street, sidewalk or golf course. In the case of backyards not visible from the street, sidewalk or golf course, homeowners are expected to maintain these same standards. Be a good neighbor.

\*\*These items will be reviewed by at least two (2) members of the esthetics committee.

Adopted and enacted by the Board of Twin Lakes HOA on October 8, 2008

## **Chapter 3**

### **VEHICLE PARKING**

#### **I.Introduction**

#### **II.Permissible RV Parking**

#### **III.Loading, Unloading & Cleaning**

- A. 48 Hours**
- B. Extension Permit**
- C. Permit Request**
- D. Permit Display**

#### **IV.Commercial Vehicle Parking**

- A. Trade Service or Business Vehicles**
  - 1. Interpretation Policy**
  - 2. Policy Statement**

#### **V.Repeat Offenders**

#### **VI.Parking Etiquette**

#### **VII.Infractions and Fines**

#### **VIII.Rule – Legal Action**

## **CHAPTER 3 - VEHICLE PARKING**

### **I. INTRODUCTION**

As clearly stated in Article IX, Section 14 of Twin Lakes' CC&R's, apart from the listed exceptions in subsections (a) and (b), the visible parking/storage of recreational vehicles (RVs) within Twin Lakes is strictly prohibited. Recreational vehicle is defined as any trailer, boat, motor home, recreational vehicle, camper, or any recreational vehicle or trailer use for recreational purposes, including golf carts. In order to encourage compliance with these covenants, the following rules have been established.

### **II. PERMISSIBLE RV PARKING – SECTION 14. RECREATIONAL VEHICLES.**

No owner or contract purchaser shall permit any trailer, boat, motor home, recreational vehicle, camper, or any vehicle or trailer used for recreational purposes to be parked on, or maintained on, his/her residential lot, or elsewhere, including streets, within Twin Lakes. The parking of such vehicles listed above, including golf carts, may be parked or maintained within a closed garage, approved covered and screened structure, or as otherwise may be provided under this section. Lake approved water craft may be visible from the lakes side of the property and golf carts may be visible from the golf course side of the property. Water craft and golf carts must be kept clean and in good condition at all times. Under no circumstances shall they be visible from the street. This restriction applies to the owner(s) of the property, any family members, or any persons visiting or residing within Twin Lakes as platted.

- A. Such property as is herein described may be parked or maintained for a period not to exceed one (1) week upon the owner's or contract purchaser's residential lot or in the street adjacent to the same by the guest using said property while visiting at the owner's residence, providing that the owner or contract purchaser give prior written notice to the Association of this excepted use. This notice shall specify the length of stay of such property.
- B. Any owner or contract purchaser of a residential lot may park or maintain such property as here within described owned by him/her for a period not to exceed forty eight hours for the sole purpose of permitting the cleaning, loading or unloading of such property incidental to the recreational use of the same.
- C. In the event of a violation of the terms of this section, the Association may take such action as is necessary. Included is the removal of said property to effect compliance with the terms of this section. Such costs and expenses as are incurred by the Association incidental to such enforcement action shall be charged to the owner or contract purchaser and upon receipt of same shall be immediately due and payable.

### III. LOADING, UNLOADING AND/OR CLEANING:

- A. 48 HOURS.** Homeowners may have up to 48 hours to load, unload, and/or clean an RV on or in front of their property, unless extended as permitted in our CC&R's, Section 14, Part a. Four (4) of these 48 hour periods are allowed within a 30 day period (this shall not be interpreted as being consecutive periods of time, i.e. 8 days in a row). No permit will be required, but RVs that remain longer than 48 hours will be in violation of this Rule and the covenants and subject to fines and/or being towed away at owner's cost.
- B. EXTENSION PERMIT.** An RV may be at a homeowner's property or on the adjoining street for longer than 48 hours, provided:
1. A prior written request for a permit pursuant to Part a. is submitted to the Association in writing.
  2. The permit is issued to the homeowner by the Association.
  3. Permitted extensions do not exceed seven (7) days per quarter.
- C. PERMIT REQUESTS.** In order to ensure a timely permit confirmation, a written request for an extension permit must be received by the Association no less than seven (7) calendar days prior to the arrival of the RV, and must contain the following information:
1. Name and address of the homeowner,
  2. Both the arrival date and departure date of the RV,
  3. Year, make, model, and license plate number of the RV,
  4. RV owner's name and address,
  5. Signature and date of requesting homeowner.
- D. PERMIT DISPLAY.** Valid permits issued by the Association must be displayed prominently on the RV so that the Twin Lakes HOA Security Patrol can easily verify it. "Displayed prominently" means in the front window, driver side, unless the RV is parked with front end toward the house, then in rear window. Homeowners who park their own or a guest's RV without a valid permit will be in violation of this regulation and may be subject to a fine and/or being towed away at owner's cost.

## **IV. COMMERCIAL VEHICLE PARKING**

No vehicles or materials used for commercial purposes may be stored on homeowner's property unless it is stored inside the homeowner's garage, or out of sight from the street and not objectionable to any neighboring homeowner. No vehicles or materials used for commercial purposes may be stored in front of the homeowner's property or on the street. This includes, but is not limited to, buses, trucks, or trailers of any description, or any vehicle that prominently displays the logo of any commercial enterprise. A commercial vehicle may be defined as such, even if the vehicle does not have a commercial license plate and/ or is not registered as a commercial vehicle.

**Our CC&Rs, dated December 22, 1965, address vehicles in excess of 6,000 lbs "Gross Weight," but does not define the term. For the purpose of interpreting the meaning of our CC&R's, "Gross Weight" will be interpreted by our Association to mean gross unloaded weight.**

No vehicles in excess of 6000 unloaded pounds gross weight, whether for commercial/recreational or private use, may be kept, parked, stored, dismantled or repaired outside on any residential lot or any street adjacent to the homeowner's property.

### **A. TRADE SERVICE OR BUSINESS VEHICLES**

#### **1. Interpretation Policy**

**Pertaining to: CC&R's Article IX, Section 4 Titled "Business and Commercial Use of Property Prohibited," regarding trade service or business vehicles parking.**

The Board of Trustees has discussed the importance of uniform, consistent and fair application and enforcement of the Association's Covenants. This sometimes requires having to reasonably determine the meaning of particular words in sections of the CC&R's that are capable of being interpreted in different ways so that the intent of the particular covenants is appropriately applied and enforced.

The Board has decided it would be helpful to adopt a policy on how the Association will interpret and apply the phrase "... vehicles...used in connection with any trade service or business, wherever the same may be conducted ..." (referred to hereafter as "commercial vehicles") found within this covenant section. This phrase is not defined in the Covenants, and the phrase is a key element of this Article section for purposes of enforcement. Adopting this Policy will provide guidance to homeowners/members regarding what will be considered a commercial vehicle for purpose of this

covenant and the types of vehicles they may park on and around their property and on the streets of the community.

The Board, in arriving at this Interpretation Policy, has considered many factors, including without limitation:

- The CC&R's preamble, which states that the covenants "... are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property..." of the community;
- The residential nature of the community;
- The size of Members' driveways and general street conditions within the community;
- The potential impact on the looks and quality of the community, and the value and marketability of homes in the community, if commercial vehicles were allowed to park in driveways, on lots, or on the streets;
- The interest of all Members in maintaining an esthetically pleasing community.

These and other factors, when applied to the concept of commercial vehicles, can affect or impact the market value of homes in the community, the esthetics of the community, and the Members' general quality of life.

Accordingly, the Board, in the interest and for the benefit of the community, adopts the following Interpretation Policy:

## **2. Policy Statement**

**Hereafter, when the Association interprets and enforces Article IX, Section 4 regarding the parking of commercial vehicles, the phrase "vehicles...used in connection with any trade service or business, wherever the same may be conducted" shall be interpreted as meaning any vehicle, regardless of size, make or model, which a reasonable person would consider as being substantially designed or intended for business, trade or commercial use, in whole or in part, due to its signage, equipment, attachments and/or fixtures, in other words based upon its appearance and/or configuration. The fact a vehicle is not currently being used for commercial or business purposes is not the test. Rather, the test is based on the existing appearance and configuration factors set forth in these Rules even though the owner of the vehicle may no longer be using it for commercial purposes. Factors which the Board will use regarding appearance and configuration to determine whether a vehicle is a "commercial" vehicle will include but not be limited to: logos, advertising and business information on or about the vehicle, business style painting of the vehicle, hardware and/or equipment such as racks, materials, ladders and/or tools that are visible, attached**

to or hanging from the vehicle, and the physical configuration of the vehicle, which by its nature is typically for or reasonably indicates a design intended for trade, service or business use or for transporting equipment for such business use. A Commercial Vehicle may be defined as such even if the vehicle does not have a commercial license plate and/ or is not registered as a commercial vehicle.

However, the Association’s interpretation of commercial vehicles will not include automobiles presently being used for police, medical or fire department business.

For the purposes of this Section, a public transit van used in a van pool is not considered a commercial vehicle. These vehicles include, but are not limited to, King County Metro or Pierce County Transit vehicles. The public transit vehicle will have logos indicating their use for a vanpool and stating the city, county, or state that supplies said commuter vehicle. Such vehicles must be parked near the residence of the homeowner that is a member of the commuter pool.

Furthermore, nothing in this Policy is intended to prohibit or restrict the temporary daytime parking of a commercial vehicle at a residence where the owner/member is receiving residential services applied to his or her home or yard by or from a third-party business.

**V. REPEAT OFFENDERS** - After a homeowner receives 1<sup>st</sup> violation letter they can receive violation letters 2 and 3 for up to 1 calendar year from the date of the first letter for purposes of determining violations leading to application of the Rule on Fines.

**VI. PARKING ETIQUETTE** – below is a list of items to consider that lead to being a good neighbor:

- Parked vehicles must face the way of the traffic.
- Short termed auto repairs are to be conducted in the homeowner’s driveway and not on the roadway.
- Long termed auto repairs are to be conducted in the homeowner’s garage.
- Please try to use garage and driveway at all times, leaving our roadways open and safe for travel.
- Please refrain from round about parking.

**VII. INFRACTIONS AND FINES**

**Fines** - Failure of a homeowner to comply with this chapter is an infraction of these rules and may result in fines as may be assessed as described in Chapter 9 of these Rules and Regulations.

**Opportunity To Be Heard** – The opportunity to appeal the Architectural Control Committee/Esthetics Committee/Board/s decision regarding the assessment of fines or denial of a project is available as detail in Chapter 10 of these Rules and Regulations.

**VIII. RULE – LEGAL ACTION – REFER TO CHAPTER 8.**



## **Chapter 4**

### **HOME-OPERATED BUSINESS**

- I. Introduction**
- II. No Business Use**
  - A. Interpretive Policy**
  - B. Policy Statement**
- III. Vehicle Parking**
- IV. Trade Service or Business Vehicles**
- V. Rule – Legal Action**

## **CHAPTER 4 - HOME-OPERATED BUSINESS**

### **I. INTRODUCTION**

As clearly stated in Article IX, Section 4 of Twin Lakes' CC&Rs, the operation of a business within Twin Lakes is prohibited. In order to encourage compliance with these covenants, the following rules have been established.

### **II. "NO-BUSINESS USE"**

#### **A. INTERPRETIVE POLICY**

##### **Article IX, Section 4 of the CC&Rs:**

Article IX, section 4 of the homeowners Declaration and Covenants (the "Section") states in pertinent part:

"No trade, craft, business, profession, commercial or manufacturing enterprise or commercial activity of any kind shall be conducted or carried on upon any residential lot, or within any building located in this subdivision on a residential lot, ..... ."

The Twin Lakes Homeowners Association Board of Trustees is aware that today there are many people, with many professions, who are able to conduct their business by computer, fax and phones without ever having to leave their homes, and without any surrounding neighbors ever being aware of this business activity. The Section we are addressing was created many years ago, when business conduct primarily involved physical indicia and impact adverse to the residential character of a community. The Board now wishes to address how, and to what extent, this Section should be enforced.

The Board has considered the stated purpose of the homeowner's covenants, which indicate in the preamble they are for "the purpose of protecting the value and desirability of our community". And in considering this purpose, the Board has also recognized that to strictly enforce this Section, so that even invisible business conduct is shut down, could in turn harm marketability and value of our homes and community.

Lastly, the Board has considered the practical question of how the Association would learn about or investigate owners/members conducting a business activity solely within their home and without any visible indication to the outside world.

Based on the many factors considered by the Board, and to enhance the purpose of the covenants, the following enforcement policy is adopted

regarding Article IX, Section 4 as it pertains to conducting business within a home:

## **B. POLICY STATEMENT**

**Hereafter, the Association will interpret and enforce those parts of Article IX, Section 4 (hereinafter the “Section”), regarding prohibiting business conduct or activities on lots or homes, by considering whether the particular conduct or activity involved in each case has any impact on the neighbors, the neighborhood and/or the community as a whole (hereinafter collectively the “community”). If the conduct or activity of an owner/member of the Association would otherwise normally be considered a business or commercial activity but has no impact or effect on the community and its residential character, the Association will not seek to shut it down or ban it under this Section.**

**In determining whether a particular owner’s business activity or conduct has no impact on the community, certain factors will be considered by the Board or Committee appointed to deal with enforcement, including without limitation the following:**

- 1. There are no signs or advertising of any kind posted, displayed, exhibited or visible on or near any lot or from any building or vehicle parked on or near the lot;**
- 2. The business activities do not utilize, include, or involve the use of any heavy equipment, power tools or power sources not common to residential use;**
- 3. There are no employees of owner, part or full time, on or about the lot or in any buildings on the lot;**
- 4. There is no parking of vehicles of third parties who are there because of or related to the business being conducted or activities;**
- 5. There is no regular use of or frequent delivery by commercial delivery or supply companies, for example (but not limited to) UPS and Airborne Express, due to or related to the conduct or activities;**
- 6. The owner’s conduct or activity does not cause, result in, or contribute to anything which has the effect of increasing traffic in the neighborhood or a visible or auditory impact outside of the lot, including without limitation additional exterior noise, dust, glare, vibration, odor or smoke;**

- 7. There are no additional vehicles being parked on, about or near the lot, or any other indications that any business conduct or activities are being conducted on the lot or within any building located on the lot.**

**The intention of the above indicia is to provide examples of factors which are normally associated with business conduct or activity, which the Association will consider as adverse to the residential character of the community. It is not comprehensive, and owners should be aware that other conduct or activity which adversely impacts residential character of the community will result in the conduct or activity being considered as a violation of Article IX, Section 4.**

**Any business or other activity which would adversely impact the single family residential nature and character of the community remains prohibited, including vehicle repair activities, which by its nature results in increased traffic, parking, noise, and other impacts not in keeping with the residential character of the community. General adverse impact factors which will be considered by the Board of the Association shall include without limitation noise level, additional traffic, parking on the street, noxious odors and other things that impact residential, quiet use of the homes by, and the safety of, community members.**

**The intent of this section is to give the Board some discretion or flexibility, so that in-home business activities such as telecommuting or working from the home in an unobtrusive and unseen manner will be permitted, while undesirable business conduct or activities which are not compatible or in keeping with the residential character and/or quality of the community will continue to be proscribed and prevented by the Section.**

**A business which violates or fails to satisfy on a continuing basis one or more of the criteria set forth in this section, shall not be permitted and is expressly prohibited. The Board of Trustees shall exercise reasonable discretion in the use of this policy, with the primary objective protecting the residential character of the community.**

### **C. DAY CARE**

RCW 64.38.140 states that the Association may not prohibit or unreasonably restrict the use of a Lot as a licensed family home child care operated by a family day care provider or as a licensed day care center. The Association can, however, adopt certain reasonable rules and regulations regarding the operation of a day care business within the

Association. As such, the Board adopts the following Rules and Regulations:

A family home childcare or child day care center, as defined in RCW 43.216.010, must comply with all governing documents of the Association. These include limitations on the following:

- Architectural Control
- Esthetics
- Signs (Signs related to the day care are not permitted by the Association).
- Parking
  - Cars used for pickup and drop off of children must:
    - Park in the spaces available on the street or driveway
      - No double parking in lieu of use of a regular parking space.
    - May not create a driving hazard.
  - Parked cars during business hours must not be excessive in number and create nuisances for the home's neighbors.

Furthermore, any family home childcare operated by a family day care provider or child day care center must:

- Be licensed under chapter 43.216 RCW,;
- Obtain daycare insurance as defined in RCW 48.88.020 or provide self-insurance pursuant to chapter 48.90 RCW consistent with the RCW 43.216.700;
- Agree in writing to indemnify the Association and hold it harmless against all claims, whether brought by judicial or administrative action, relating to the operation of the family home childcare or the child daycare center; and
- Provide a signed waiver of liability releasing the Association from legal claims directly related to the operation of the family home childcare or the child day care center from the parent, guardian, or caretaker of each child being cared for by the family home childcare or the child daycare center.

### **III. VEHICLE PARKING**

No vehicles or materials used for commercial purposes may be stored on homeowner's property unless it is stored inside the homeowner's garage, or out of sight from the street and not objectionable to any neighboring homeowner. No vehicles or materials used for commercial purposes may be stored in front (not limited to front only, on the street within Twin Lakes boundaries) of the homeowner's property on the street. This includes, but is

not limited to, buses, trucks, or trailers of any description, or any vehicle that prominently displays the logo of any commercial enterprise.

**IV. TRADE SERVICE OR BUSINESS VEHICLES – SEE CHAPTER 3  
(PARKING) OF THESE RULES AND REGULATIONS.**

**V. RULE – LEGAL ACTION - REFER TO CHAPTER 9.**

Adopted and enacted by the Board of Twin Lakes HOA on October 8, 2008

## **Chapter 5**

### **ANIMALS**

#### **I.Introduction**

#### **II.Excessive Noise**

#### **III.Leashes**

#### **IV.Scooping**

- A. Animal Fecal Waste (on owner's property)**
- B. Animal Fecal Waste (common areas)**

#### **V.Infractions & Fines**

#### **VI.Rule – Legal Action**

## **CHAPTER 5 - ANIMALS**

### **I. INTRODUCTION**

Article IX, Section 9 of Twin Lake's CC&Rs state "No animal, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that cats, dogs, birds or other household pets may be kept if they are not kept, bred, or maintained for any commercial purpose, and that they shall not be kept in numbers or under conditions reasonably objectionable in a closely built up residential community."

### **II. EXCESSIVE NOISE**

Repeated and/or regular excessive barking by a homeowner's dog(s) may be considered to be reasonably objectionable by neighbors. Dog owners will take all necessary steps to limit excessive noise generated by their pets, especially but not limited to the hours between 10:00 p.m. and 8:00 a.m.

### **III. LEASHES**

Consistent with City of Federal Way and King County ordinances, within Twin Lakes, all dogs must be leashed while not on the owner's property. It is the responsibility of each homeowner to ensure their dog(s) does not run free within Twin Lakes. Unleashed dogs will be reported to the Humane Society or City of Federal Way Animal Control.

### **IV. SCOOPING**

It is the responsibility of each Twin Lakes homeowner to properly dispose of the fecal waste generated by their dog(s).

**A. ANIMAL FECAL WASTE (ON OWNER'S PROPERTY).** While the dog(s) is on the homeowner's property, the homeowner must collect and dispose any fecal waste generated by the dog in a timely and properly sanitary manner so that neither the aroma nor the appearance is offensive to other Twin Lakes residents.

**B. ANIMAL FECAL WASTE (ON COMMON AREAS).** While the dog(s) is in Twin Lakes and off of the homeowner's property, the homeowner is responsible for the immediate clean up of their dog's fecal droppings. To that end, each homeowner will carry with them some type of device (plastic bags, pooper-scooper, shovel, etc.) for cleaning up after their dog(s). Leaving the site of the dropping without collecting the fecal matter is a violation of this rule whether on another homeowner's property, parks, all common areas, or on a Twin Lakes' sidewalk.



## **V. INFRACTIONS AND FINES**

Failure of a homeowner to comply with this chapter is an infraction of these rules and may result in fines as may be assessed as described in Chapter 9 of these Rules and Regulations.

## **VI. RULE – LEGAL ACTION – REFER TO CHAPTER 9.**

Adopted and enacted by the Board of Twin Lakes HOA on October 8, 2008

## **Chapter 6**

### **PARKS**

#### **I. Introduction**

#### **II. Park Rules Categories**

- a. Wildlife**
- b. Motorized Vehicles**
- c. Fishing**
- d. Pets**
- e. Fires**
- f. Parties**
- g. Park Usage**
- h. Damage**

#### **III. Infractions and Fines**

#### **IV. Legal Action**

## Chapter 6 – PARKS

### I. INTRODUCTION

The parks and open spaces within Twin Lakes Homeowners Association are privately owned by TLHOA, maintained by the TLHOA for the enjoyment of the members of the association and their guests only. The Association maintains the grounds and lakes within Twin Lakes. The following rules apply to the TLHOA parks, lakes, walking paths and all common property areas:

### II. PARK RULES CATEGORIES

#### a. No Feeding Wildlife

- i. No person shall leave, place, or distribute foodstuffs of any kind or nature in any park, walking paths or common property areas of the Association with an intent to *feed wildlife*.

#### b. Motorized Vehicles

- i. No motorized vehicles in the park and all common property areas or on the lakes.

#### c. Fishing

- i. Fishing by TLHOA permit only. Permits may be obtained in the HOA office during business hours.

#### d. Pets

- i. The rules for domestic animals in the RR&P, Chapter 5 – Animals - all are in force in the parks and common property areas, including: leashes, scooping and excessive noise.

#### e. Fires

- i. No open fires, including but not limited to: BBQ, grills, firepits, etc.

#### f. Parties

- i. Use of the park for parties is by TLHOA permit only. Permits may be obtained in the HOA Office during business hours. The Park will remain available for other residents to use during permitted parties.
- ii. Party inflatables (such as bounce houses) are prohibited in the parks.

**g. Park Usage**

- i. All guests to our parks must be accompanied by a resident of TLHOA. TLHOA property owners are responsible for the conduct of their guests.
- ii. Alcohol, illegal drugs, and firearms are prohibited in HOA parks.

**h. Damage**

- i. TLHOA owners are financially responsible for any damage to parks property or equipment caused by the owner, owner's guests and pets.

**III. INFRACTIONS AND FINES**

- a. Failure of a homeowner to comply with this chapter is an infraction of these rules and may result in fines as may be assessed as described in Chapter 9 of these Rules and Regulations, Section II.3 Intermittent Violations.

**IV. RULE – LEGAL ACTION –**

- a. REFER TO CHAPTER 9, Rules and Regulations, Section II.3 Intermittent Violations.

## Chapter 7

### RESIDENTIAL CHARACTER OF PROPERTY

#### I. Single Family

- A. Interpretation Policy
- B. Policy Statement

#### II. Rental of Homes/Tenants

- A. Introduction
- B. Policy Statement

1. Provide governing documents
2. Required Lease agreements/provisions
3. Owner will provide tenant information to Association
4. Eviction of Tenant
5. Fines

#### III. Adult Family Homes

- A. Introduction
- B. Definitions

1. Adult Care Home
2. Community
3. Requirements

#### IV. Nuisances

- A. Introduction
- B. Policy Statement

1. Noise Vehicle
2. Noise Residence
3. Pets
4. Esthetics

- C. Infractions & Fines

#### V. Rule – Legal Action

## **CHAPTER 7 - RESIDENTIAL CHARACTER OF PROPERTY**

### **I. SINGLE FAMILY**

#### **A. INTERPRETATION POLICY**

##### **CC&Rs Article IX, Section 1 Titled “Residential Character of Property”**

The Board of Trustees has discussed the importance of uniform, consistent, and fair application and enforcement of the Association’s CC&R’s. This sometimes requires having to reasonably determine the meaning of particular words in a section of the Covenants that are capable of being interpreted in different ways.

The Board has decided it would be helpful to adopt a policy on how the Association will interpret and apply “single family” as used in Article IX, Section 1 of the Declaration. “Single family,” though it is not defined in the CC&R’s, is, for enforcement purposes, a key element of this Covenant section. Adopting this Policy will provide guidance to members in the use of their homes, especially where homes are leased to third parties.

In arriving at this Interpretation Policy, the Board of Trustees has considered many factors within our community, including without limitation: the typical size of homes in the community; the typical number of bedrooms or capacity of the homes; the level of traffic; parking/street capacity; noise and sanitation-waste concerns, all of which are exacerbated by overcrowding, and all of which affect or impact the safety of members and quality of life in the community. Furthermore, the Board incorporates Federal Way Revised City Code, 19.05.060 F definitions, “Family” in supporting this Interpretation Policy.

Accordingly, the Board, in the interest and for the benefit of the community, adopts the following enforcement policy:

#### **B. POLICY STATEMENT:**

**Hereafter, when the Association enforces Article IX, Section 1, “Single Family” shall be interpreted as meaning no more than five (5) adults (unrelated and/or related by blood or marriage) residing at any one time within a home.**

## II. REGARDING RENTAL OF HOMES/TENANTS

### A. INTRODUCTION

The Board of Trustees has discussed the special issues posed by tenants/non-owners residing in the community, regarding their knowledge of, and compliance with, the *Declaration of Covenants, Conditions and Restrictions (the “Covenants”)*, and the provisions of other governing documents including Rules & Regulations. Experience and investigation has led to the conclusion that many owners, and realtors as property managers, are not providing copies of the Association’s governing documents to prospective and actual tenants, or even informing them of the existence of these documents.

This causes confusion and inadvertent non-compliance by tenants, and problems for the Association that could be easily avoided. Furthermore, some owners do not inform the Association they are renting out their house(s), or do not provide the Association information about their tenants. As a result, the Association experiences difficulty in communicating with owner and/or the tenant about Association questions or issues.

In the interest of ensuring the Association has adequate information with which to communicate with owners and their tenants about Association issues, and to enhance the Association’s ability to communicate regarding occupants’/tenants’ compliance with the provisions of governing documents, the following Rule is adopted regarding owners who rent out their homes, and their tenants.

### B. POLICY STATEMENT- “RULE”:

All owners who rent or who are considering renting their home are subject to this Rule.

1. Owner to provide governing documents to tenant. At or before the time a lease agreement is signed between owner and a tenant(s), owner or owner’s agent will provide copies of the Covenants and the Rules & Regulations (hereafter collectively the “governing documents”), and any amendments to them, to the tenant, urging him to read them. [Copies of the governing documents may be obtained from the Association’s website or by calling or mailing the office of the Association located at 3420 S.W. 320th, Ste. B-3, Federal Way, Washington 98023, phone: (253) 838-0464. A small fee of \$10.00 (ten dollars) will be charged for copy sets requested from the Association, payable at the time of request.]

2. An owner/member intending to rent out his home will specifically include written provisions in the lease to be signed by tenant, binding on tenant, his family members and his guests (hereafter collectively “tenant”) essentially covering or providing for the following:
  - a. tenant acknowledges being aware of the governing documents,
  - b. tenant understands and acknowledges that tenant is fully subject to the governing documents and must comply with them in all respects; and
  - c. if tenant fails to comply with any provisions of the governing documents it will be considered a material breach or default of the lease agreement, and be reason for eviction.

In the course of leasing a home to a tenant, owner or owners’ agent will inform tenant that these provisions are contained in the lease agreement.

3. Owner will provide tenant information to Association. After a lease agreement is signed, owner or owner’s property manager/agent will provide in writing to the Association a completed Twin Lakes Rental form within twenty (20) days after a lease agreement is signed. Rental Form contains:
  - a. owner’s correct residence address and home phone number;
  - b. a copy of the pertinent part of the lease agreement showing compliance with item 2 above;
  - c. the name of every tenant signing the lease agreement;
  - d. the home phone number of tenant,
  - e. if consented to by tenant, tenant’s email address.
  - f. make/model and number of vehicles assigned to tenant(s)

All owners with existing leases/tenants are to comply with this Rule and provide this information to the Association within twenty (20) days from the date this Rule is mailed to them.

4. Eviction of tenant for repeated non-compliance. In the case of repeated, uncured violations of the governing documents by a tenant, where the Association has mailed at least three (3) notices of violation and request for compliance to tenant and owner and tenant has refused or otherwise failed to comply, the owner/member, upon written notice and request from the Association, will commence an eviction proceeding against the tenant and prosecute it to completion and eviction of that tenant.
5. Fines: Failure of a homeowner to comply with this chapter is an infraction of these rules and may result in fines as may be assessed as described in Chapter 9 of these Rules and Regulations.



### III. ADULT CARE HOMES RULES

#### A. INTRODUCTION

A number of renters or members have attempted to open adult care homes within the Community. While such homes violate the non-business covenant on its face, there is reason to believe that federal law may prohibit or restrict the act of excluding adult care homes from the Community, but does not prohibit reasonable regulations for them. Certain members of the Community are concerned about the potential for increased traffic, waste, parking problems and noise that may accompany adult care homes, all of which factors can adversely impact the Community and the quality of life of other members. The Board is therefore adopting the following rules and regulations concerning adult care homes within the Community.

#### **Prior Written Approval by Board of Trustees**

Without waiving any of the provisions of the non-business-use covenants governing the Association and its members, certain “adult care homes” may be permitted by the Association if prior written approval is obtained by the Board of Trustees and these rules are complied with.

#### B. DEFINITIONS

1. **“Adult care home”** as defined in the Revised Code of Washington 70.128.175.
2. **“Community”** means the members and lots governed by the Twin Lakes Homeowners Association.
3. **“Requirements”**: An adult care home business may be permitted by the Board if such an adult care home business and any member operating or owning such home complies with the following:
  - a. Prior to approval, the adult care home must have received all pertinent approval and licenses from appropriate State and other agencies in King County and the State of Washington and be in compliance with all applicable statutes and regulations, including, but not limited to RCW 70.128, *et seq*;
  - b. All licenses and approvals required by subparagraph (a) must be maintained in good standing while the adult care home is in operation;

- c. Any outdoor recreation area must be located to the side or rear of the building;
- d. Any outdoor recreation area shall not include driveways, parking areas, or any other area unsuited to active recreation;
- e. Parking and passenger unloading and loading shall not interfere with traffic flow on any street or road;
- f. A trash or solid waste storage unit shall be used which is not visible from the street and adjacent properties;
- g. Any and all medical and hazardous waste generated in the facility shall be disposed of in compliance with all local, county, state and federal laws and regulations;
- h. Any exterior ramps and railings providing access to the dwelling for the disabled shall be constructed, painted and maintained so as to be esthetically in conformity and harmony with the external design of the dwelling and existing structures in the Community subdivision and subject to **prior written approval** by the Architectural Control Committee as provided in Article IX, Section 2 of the Twin Lake CC&R's and Rules and Regulations;
- i. The owner(s), tenant(s) and all residential occupants of any such adult care home shall fully comply with all Twin Lake CC&R's and Rules and Regulations.

#### **IV. NUISANCE**

##### **A. INTRODUCTION**

As clearly stated in Article X, Supplement (Twin Lakes No. 7), Exhibit C of Twin Lakes CC&R's, No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

The Twin Lakes Homeowners Association Board of Trustees has interpreted and developed the following for use in our neighborhoods.

##### **B. POLICY STATEMENT**

No Homeowner shall cause or allow to originate from their property or within Twin Lakes a noise and/or sound that is a nuisance or annoyance to the neighborhood. The following sounds and/or noises are deemed nuisances or annoyances under the Twin Lakes Noise Policy:

- 1. Noise Vehicle** - Between the hours of (10) ten p.m. and (7) seven a.m., or at other times that unreasonably disturb or interfere with the peace,

comfort and repose of homeowners, the deliberate frequent, repetitive or continuous sounding of any noise attached to a motor vehicle, except as a warning of danger;

**2. Noise Residence** - Between the hours of (10) ten p.m. and (7) seven a.m. or at other times that unreasonably disturb or interfere with the peace, comfort and repose of other homeowners, the deliberate frequent, repetitive or continuous sounds and/or noises, such as those emitted from audio sound systems, band sessions or social gatherings.

**3. Pets** – Follow the guidance of Chapter 5.

**4. Esthetics** - Follow the guidance of Chapter 2.

### **C. INFRACTIONS AND FINES**

Failure of a homeowner to comply with this chapter is an infraction of these rules and may result in fines as may be assessed as described in Chapter 9 of these Rules and Regulations.

### **V. RULE – LEGAL ACTION – REFER TO CHAPTER 9.**

Adopted and enacted by the Board of Twin Lakes HOA on October 8, 2008

## **Chapter 8**

### **CHRONIC OFFENDERS**

- I. Introduction**
- II. Board of Directors Opinion**
- III. Standards of Conduct/Violations**
- IV. Fines**
- V. Removal From Chronic Offenders List**

## **CHAPTER 8- CHRONIC OFFENDERS**

### **I. INTRODUCTION**

When the acts or omissions of an owner, which violate governing documents' requirements or restrictions, including those within this Rule or Policy, repeatedly and continually occur over periods of time despite past notice or letters of the Association informing owner that such actions or omissions are violations, such as owner is deemed a "Chronic Offender."

### **II. BOARD OF DIRECTORS OPINION**

The Board considers it reasonably necessary to address the Chronic Offender situation as a result of the extra Association time, monies (including attorney fees), materials, monitoring and corrective effort being spent or done, than on owners who are single, isolated, or rare offenders. Further, the Chronic Offender has a much greater adverse impact on the attractiveness, value and marketability of homes on the community and on the quality of life of other owners. Accordingly, the Board of Trustees has adopted this particular Rule as well as those in other Rules or Policies related to the topic of non-compliance or violations, in hopes that such a policy will deter owners from becoming or continuing to be Chronic Offenders and to help recover the additional costs incurred from the excessive time, effort, and monies expended by the Association in dealing with such owners.

### **III. STANDARDS OF CONDUCT/VIOLATIONS**

The following standards of conduct/violations will assist the board in determining whether an owner should be classified as a Chronic Offender, but are not the sole factors that the Board may or are required to consider when making a determination whether an owner is a Chronic Offender.

Due to the increased problems for the Association and the community caused by Chronic Offenders and because such owners continue to violate the same or similar governing document issues time after time, it is reasonable to impose enhanced fines or penalties upon them. If the Board or any Committee designated by it, to monitor and address this topic determines that an owner is a Chronic Offender regarding one or more issues or violations of the governing documents, the board will issue a notice to owner at his or her last known address that owner is now considered a Chronic Offender and to cease and desist the violation(s) then at issue. The Notice will include reference to the Owner's right to request a hearing on the determination he is a Chronic Offender and the deadline by which he must request such a hearing in writing or his right

will be deemed waived. After such notice is sent to Owner, if he/she does not stop or correct the violation(s) involved, enhanced fines may be imposed pursuant to those listed in the schedule below (See Article IV, fines).

#### **IV. FINES**

Chronic Offenders- at such time as an owner is determined to be a Chronic Offender as set forth above, the following enhanced fines are applicable to and may be imposed against such owner:

1. First confirmed violation: notice/warning letter, no fine:
2. Second and thereafter confirmed violations: \$50.00 per day until fully corrected; provided, however, that if the nature of the repeated violation or offense is entirely intermittent, by the way of example, such as failure to control the barking of a dog which has been making noise too often, the fine will be \$500.00 per incident.

#### **V. REMOVAL FROM CHRONIC OFFENDER LIST**

At such time as a homeowner has not received any violations pursuant to Article III, Standard of Conduct/Violations, for two (2) consecutive years, the homeowner will no longer be subject to the enhanced fine schedule.

Adopted and enacted by the Board of Trustees on January 21, 2014

## Chapter 9

### **VIOLATIONS, INVESTIGATIONS AND FINES**

## CHAPTER 9 - VIOLATIONS, INVESTIGATION AND FINES

Pursuant to the Twin Lakes Declaration of Covenants, Conditions and Restrictions (“CC&Rs”) and R.C.W. 64.38.020(11), the following Fine & Due Process Policy is adopted in order to further and foster compliance by homeowners with the provisions and requirements of the CC&Rs, Articles of Incorporation, Bylaws, Policies and Rules & Regulations (hereinafter collectively the “governing documents”) of the Association.

R.C.W. 64.38.020(11), provides that an association can levy reasonable fines in accordance with a previously established schedule adopted by the Board of Directors and furnished to the Owners, for violations of the governing documents of the Association. The procedure for providing notice of a violation and imposing fines for such violations is set forth below and supersedes any other such procedure previously adopted by the Board. In the event of an inconsistency or conflict between this Policy and the CC&Rs, the CC&Rs will supersede and apply.

### I. Violations, Investigation and Fines:

- A. **Complaints.** If an Owner is personally disturbed by a violation (such as a noise violation), the Association encourages the Owner to make personal contact with the responsible party to make him/her aware of the disturbance and ask him/her to discontinue the offensive behavior before reporting the violation to the Association for enforcement action. If this personal contact is unsuccessful in resolving the issue, Owners may submit a written complaint to the Association describing the nature of the violation. The complaint should be sufficiently detailed that the Association can then perform its own investigation into the violation and determine whether a violation has occurred that requires additional action by the Association. In the case of emergencies and in other situations where it may be appropriate, the Owner should also consider contacting local law enforcement and/or code enforcement, as those agencies may be better equipped to respond to such complaints.
- B. **Investigation.** When a possible violation is reported to or otherwise becomes known to the Association, it will be reasonably investigated by the Board or its designated representative(s), and a determination will be made as to whether a violation has occurred. The determination of the Board regarding whether a violation has occurred shall be conclusive. If the Board determines that a violation has not occurred, all enforcement action and involvement of the Association will cease.

If the Association does not feel enforcement action is appropriate, Owners may still pursue their own claims against the offending party.



For neighbor-to-neighbor disputes, the Association encourages Owners to consider alternative dispute resolution through the Dispute Resolution Center of King County, the Washington State Chapter of Community Associations Institute (WSCAI), or a similar organization that provides mediation and arbitration services.

- C. First Notice of Violation.** If the Board or its agent determines that a violation has occurred, written notice of the violation will be sent to the offending homeowner. The violation notice shall include the following:
- a. The nature/description of the violation.
  - b. The action required to correct the violation; and
  - c. A deadline for compliance. The deadline given in the violation letter will be a reasonable time period within which to correct the violation.

In most cases and where appropriate as determined by the Board of Directors, the first notification to an Owner of their compliance issue will be by means of a “Courtesy Notice” or “Warning Letter” and no fine will be imposed.

- D. Second and Subsequent Notice of Violation and Fine.** If the violation is not corrected by the deadline provided in the first notice, or if the same governing document provision is subsequently violated within 90 days of its resolution, a Second (or Subsequent) Notice of Violation may be sent to the Owner. The Second (or Subsequent) Notice of Violation shall include the following:
- a. The nature/description of the violation.
  - b. The action required to correct the violation; and
  - c. A deadline for compliance. The deadline given in the violation letter will be a reasonable time period within which to correct the violation.
  - d. The proposed fine to be imposed and an opportunity for the Owner to request a hearing regarding the violation and proposed fine pursuant to the provisions below.

- E. Performance of Corrective Maintenance by Association.** The Association shall also have the right to exercise the self-help provisions in Article VIII of the CC&Rs. Prior to performing corrective maintenance, the Association must give an Owner notice of the violations and the corrective actions to be taken by the Owner and request a response within ten (10) days. If the violations are not corrected within ten (10) days, the Association may go upon the property (or hire an agent/contractor to do so) and perform such services as are necessary to bring the property into compliance. The Owner shall be liable for any expense so incurred by the Association. Additional fines and legal expenses may also continue to accrue and

be assessed against the violating owner while the violation is being corrected pursuant to this section.

- F. Legal Action.** In addition to the imposition of fines, legal action may be taken against the violating owner at any time after a compliance deadline is given to owner. Additional fines may continue to be assessed while the legal action is in process if the owner continues to violate the requirements of the governing documents. All attorneys' fees and costs shall be awarded to the prevailing party and recoverable from the losing party in any action, lawsuit or other proceeding involving the enforcement of the governing documents. Nothing in this Policy is intended to waive or otherwise modify the Association's legal right(s) to take other enforcement measures in order to secure or achieve compliance.

**II. Schedule of Fines.** No fine shall be assessed until the Owner who has committed a violation has been given due written notice and opportunity for a hearing. Once the required steps have been taken, monetary fines for violations of the governing documents of the Association may be imposed as follows:

- 1. Esthetics Violations.** Throughout the year, the Association and/or its agent will perform esthetics inspections to confirm all owners' compliance with the governing document requirements regarding property maintenance and other exterior appearance issues. Any deficiencies observed will be recorded and a First Notice of Violation (as described above) will be sent to the Owner. Compliance will be requested within four (4) weeks of the date of the letter, and the Owner will be asked to notify the Association when the deficiency has been corrected to expedite the follow-up assessment to confirm compliance. **In all instances, it is the obligation of the Owner to advise the Association in writing that the violation has been corrected.**

If four (4) weeks have passed and no compliance response has been received, a Second Notice of Violation (as described above) will be sent to the Owner and a \$10/day fine (up to a maximum of \$50 per week) will be assessed to the Owner and the Lot. Once again, the Owner will be asked to notify the Association when the deficiency has been corrected to expedite the follow-up assessment to confirm compliance.

If four (4) weeks pass after the date of the Second Notice of Violation and no compliance response has been received, a Third Notice of Violation will be sent to the Owner and a \$20/day fine (up to a maximum of \$100 per week) will be assessed to the Owner and the Lot. Once again, the Owner will be asked to notify the Association when deficiency has been corrected to expedite the follow-up assessment to confirm compliance.

If four (4) weeks pass after the date of the Third Notice of Violation and no compliance response has been received, a Fourth Notice of Violation will be sent to the Owner and a \$30/day fine (up to a maximum of \$150 per week) will be assessed to the Owner and the Lot. Once again, the Owner will be asked to notify the Association when deficiency has been corrected to expedite the follow-up assessment to confirm compliance.

2. **Other Continuing Violations.** If an owner violates any provision(s) of the governing documents and does not comply within the deadline given by the Association, fines may be imposed and accrue at the rate of \$10.00 per day until compliance occurs. Such fines may be assessed by the Association against any owner and his/her lot, starting immediately after the notice deadline period expires and continuing until full compliance is achieved. If the Association has provided the required notice and opportunity to be heard to an Owner regarding a continuing violation prior to the imposition of fines, the Association is not required to continue sending repeated violation notices to an Owner until the property is brought into compliance. An Owner's failure to respond to the initial fine notice and opportunity to be heard shall be construed as a waiver of the Owner's right to a hearing on the matter and fines may commence without further notice to Owner. **In all instances, it is the obligation of the Owner to advise the Association in writing that the violation has ceased.**
  
3. **Intermittent Violations.** If a violation involves an intermittent offense or conduct, the Association may levy increasing fines according to the following schedule:

First Violation	Warning
Second Violation	\$25.00
Third and Subsequent Violations	\$75.00

If an Owner is cited for an intermittent violation more than once within a ninety (90) day period, it is considered a subsequent violation and the fine/enforcement procedure may resume at the next appropriate level.

4. **Health/Safety Violations.** If a violation involves conduct which threatens the health and/or safety of other members of the community, the Association may levy fines in the amount of \$50.00/day.

This Fine and Due Process Policy was adopted by the Board of Directors on April 22, 2021 and became effective May 15, 2021.

## **Chapter 10**

### **APPEAL PROCESS AND OPPORTUNITY TO BE HEARD**

## CHAPTER 10 - APPEAL PROCESS AND OPPORTUNITY TO BE HEARD

### Opportunity to be Heard – Written Appeal/Request for Hearing

- A. Introduction.** Per RCW 64.38.020(11), any owner subject to the imposition of fines is entitled to an opportunity to be heard by the Board of Directors or a representative designated by the Board of Directors. To be heard by the Board, the Owner may submit a written appeal and/or request a hearing regarding the circumstances leading to the violation and imposition of fines.

All written appeals and/or requests for a hearing must be in writing and received by the Twin Lakes HOA office no later than ten (10) calendar days following the date the notice of violation is mailed or delivered to the homeowner. **Failure to submit a written appeal and/or request a hearing within this time frame shall be deemed as the homeowner's waiver to appeal the violation and/or fine.**

- B. Written Appeal.** The owner may complete a written appeal regarding the violation and the imposition of fines. If there is sufficient evidence provided in the written appeal and if the owner has not specifically requested a hearing, the Board of Directors may act upon the written appeal without convening a hearing according to the procedures below. A written response shall be sent to the Owner regarding the Board of Directors' decision regarding the written appeal.
- C. Request for Hearing.** Instead of or in addition to a written appeal, the owner may request a hearing in front of the Board of Directors. The owner must complete a written request for hearing which shall be mailed or delivered to the Association.
- D. Hearing Procedure.**
1. The owner will be sent confirmation by the Association of its receipt of the request for hearing.
  2. After receipt of the owner's hearing request, the Board will appoint a Review Board (the "Review Board").
  3. The Association or its managing agent shall provide written notice to the owner of the date, time, and location of the hearing.
  4. At the hearing, the Review Board will permit the appealing homeowner to explain the circumstances of the matter and provide grounds as to why the fine should be waived, reduced, or cancelled.
  5. At the conclusion of the presentation, the hearing will adjourn. At the next regularly scheduled meeting of the Board of Directors, the Review Board will present the circumstances and evidence presented at the hearing and the Board of Directors will vote on the matter.

6. Within seven (7) calendar days of the Board meeting, the Association or its managing agent will mail or deliver written notice to the homeowner of the Board of Directors' decision.
7. If the Board of Directors finds in favor of the homeowner, it will advise the homeowner as to whether the violation and/or the fines originally to be imposed are reduced, modified, or waived.
8. If the Board of Directors determines that the owner's explanation or defense presented at the hearing was inadequate or otherwise failed to justify a reduction, modification, or waiver of the violation and/or fines, the owner will be so notified, in which case the fine will be imposed as provided in the violation letter. If the Board of Directors finds against the homeowner, the fines will continue to accrue until full compliance occurs by homeowner.

**IV. Collection of Fines.** Any fine not paid within thirty (30) days is delinquent and subject to late fees and/or interest consistent with the governing documents and applicable Washington law. Collection of any fines and penalties may be enforced against any Owner in the manner consistent with the governing documents and applicable Washington law.

**V. Rule Enforceability**

If any portion of this rule is determined to be legally unenforceable, it shall not negate the enforceability of the remaining portions of the rule.

This Fine and Due Process Policy was adopted by the Board of Directors on April 22, 2021 and became effective May 15, 2021.

## Chapter 11

### **ASSESSMENTS COLLECTION POLICY**

## CHAPTER 11 – ASSESSMENTS COLLECTIONS PROCEDURES/POLICY

The maintenance of common areas, the enforcement of the governing documents, and the conducting of operations by the Association requires a steady, dependable cash flow from assessments. Coupled with that need is the importance of ensuring that the collection of assessments, regarding all members/owners, is conducted in a uniform, consistent and fair manner. In the interests of achieving such goals, these procedures and policy are adopted.

The Association consists of members/owners who are neighbors with each other and with the members who serve as directors and officers of the Association. While recognizing the need to ensure the timely and proper payment of assessments, it is also recognized that courtesy and respect in dealing with these issues is very important and should always be exercised. Accordingly, use of the Association's attorney to assist with collection of assessments should always come after these procedures and policy are followed, unless very unusual circumstances exist which need to be addressed by the Board.

**Assessment Due Date.** Assessments are due January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup> and October 1<sup>st</sup>. Notices regarding assessments being due are sent to each owner, and the Notice clearly states the assessment amount and the final due date. All regular assessments are due on the first of the month and are considered delinquent if not paid within 30 days of the due date. All special assessments are due as determined by the Board.

**Assessment Late Fee, Interest Charges and Costs of Collection.** Pursuant to RCW 64.38.020(11), there is hereby levied against any account which is not paid in full within 30 days of the due date, a late fee in the amount of \$15.00 per month. In addition to the monthly late fee, Article VII, Section 8 of the CC&Rs states that interest at the rate of 5.25% per annum shall be collected on all delinquent assessment amounts, including violation fines, legal fees and costs, and late fees. Owners are also responsible for all reasonable costs incurred by the Association or its management company in connection with the collection of delinquent assessments, including delinquent notice fees and postage.

**First Delinquent Notice.** When an assessment is not paid by its due date, the Board of Directors or the authorized agent for the Board of Directors (at the direction of the Board) is directed to send a first notice of delinquency to the Owner. The notice shall state that the account is now considered delinquent, provide the past due balance and an address for payment, and state that if the account is not promptly paid in full the Association may pursue its collection remedies under the governing documents for the Association.

**Quarterly Delinquent Notices.** If the owner does not pay the balance in full after the First Delinquency Notice, the Board of Directors or the authorized agent for the Board of Directors (at the direction of the Board) is directed to send quarterly



notices of delinquency to the Owner on or after each quarterly assessment due date. These notices shall state that the account is delinquent, provide the past due balance and an address for payment, and state that if the account is not promptly paid in full the Association may pursue its collection remedies under the governing documents for the Association. The Association or its authorized agent may also send statements to delinquent owners at certain intervals.

**Final Delinquent Notice.** If an Owner's account remains delinquent for three consecutive quarters, or the delinquent balance exceeds \$500.00, the Board of Directors or the authorized agent for the Board of Directors (at the direction of the Board) is directed to send a final notice of delinquency to the Owner. This notice should provide the Owner with 10 days to pay the account in full. The notice should also state that if the account is not paid in full within 10 days, the account will be turned over to the Association's collection attorney for recording of a lien and additional collection action.

**Referral to Association Attorney.** If, after the second delinquent notice, the account is not paid in full within 10 days, and the amount owed is greater than \$500.00 (which may include fines, late charges, interest and other charges), the account shall be turned over to the Association's collection attorney for formal collection action including, but not limited to, a lien being recorded against the property, a debt validation demand letter sent to the owner, and/or pursuit of a lawsuit for personal judgment and/or lien foreclosure. The Association's attorney's minimum legal fee shall be assessed against each delinquent Lot and its owner when the account is turned over to the Association's attorney for collection.

**Lender Foreclosure/Bankruptcy.** The Board of Directors or the authorized agent of the Board of Directors (at the direction of the Board) is directed to consult with the Association's attorney on any account where the Lot 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. At the discretion of the Board, these accounts may be turned over to the Association's collections attorney immediately due to the urgent nature of bankruptcies and lender foreclosures.

**Communications Regarding Delinquent Account.** Once the account has been turned over to the Association's collection attorney, all contact with the delinquent Owner shall be handled by the Association's attorneys. Neither the authorized agent of the Board of Directors nor any Association officer or director shall discuss or settle the collection of the account directly with the delinquent owner or any third party unless one of the Association's attorneys is present or has consented to the contact.

**Payments.** All sums collected on a delinquent account shall be remitted to the Association in care of the Association's attorneys until the account has been brought current, unless otherwise agreed to by the Board of Directors and the

Association's attorney. All payments shall be applied to the oldest amounts due first.

**Attorneys' Fees & Costs.** The Board of Directors for the Association shall pay the Association's attorney the attorney's usual and customary charges for time incurred in connection with the attorney's representation of the Association, together with all costs incurred by the attorney, promptly upon receipt of the attorney's monthly invoice. Pursuant to Article VII, Section 8 of the CC&Rs for Twin Lakes, all legal fees and costs incurred in the collection of a delinquent account shall be assessed against the delinquent Lot and owner and shall be collectable in the same manner as Assessments as provided in the governing documents for the Association and the applicable statutes.

**Lien.** Pursuant to Article VII, Section 1 of the CC&Rs for Twin Lakes, all delinquent assessments shall constitute a lien against the lot owned by the delinquent Owner. When an account is turned over to the Association's attorney, the attorney may formally record a notice of claim of lien against the delinquent owner's lot.

**Demand Letter.** The Association's attorney may alone or in conjunction with other remedies available to the Association send to the owner a demand letter which outlines the details of the debt, in compliance with the federal Fair Debt Collection Practices Act and any other applicable laws.

**Payment Plans.** The Board of Directors has sole discretion to approve reasonable alternate payment arrangements with any owner. The Board has the discretion to waive penalties such as late fees, interest charges, violation fines, etc. as part of any payment arrangement with an owner. Payment plans shall be negotiated with the Owner through the Association's collection attorney and must be memorialized in a signed written payment plan agreement or confession of judgment.

**Foreclosure of Lien.** Pursuant to Article VII, Section 8 of the CC&Rs for Twin Lakes, the Association may pursue judicial foreclosure of its assessment lien against the delinquent owner's property. If the Association's lien is foreclosed, this may result in a Sheriff's Sale of the delinquent owner's property. Should this occur, the homestead exemption will not be available to the delinquent Owner. Per RCW 64.38.100, the Association may not commence a foreclosure lawsuit unless:

- The owner owes the greater of at least three (3) months or more of assessments, or \$200, not including fines, late charges, interest, attorney fees, or other costs, and
- The principal amounts due are at least 90 days delinquent.

**Personal Judgment.** Pursuant to Article VII, Section 8 of the CC&Rs for Twin Lakes, the Association may pursue personal judgment against the delinquent owner for all unpaid amounts, including assessments, late fees, interest charges, violation fines, and attorney fees and costs. The Association may execute on this personal judgment via garnishment of an owner's wages or bank accounts.

**Resolution of Account.** Upon receipt of payment in full on any delinquent assessment account, the Association shall promptly take all necessary steps to resolve the account including, but not limited to, filing a release of lien against the property and/or filing a satisfaction of judgment with the court.

This Collection Policy is hereby adopted by the Board of Directors for Twin Lakes Homeowner's Association, Inc. on May 17, 2023 and shall become effective as of August 1, 2023 after proper publication to the owners.

## Chapter 12

### **CODE OF CONDUCT OF BOARD MEMBERS**

#### **I. Introduction**

#### **II. Resolutions**

- A. Board Members shall act in the best interests of the Association as a whole.**
- B. Board Members shall comply with governing documents and relevant law.**
- C. Board Members shall set high standards for themselves as Association members.**
- D. Board Members shall work within the Association’s framework and refrain from unilateral action.**
- E. Board Members shall behave professionally at meetings.**
- F. Board Members shall maintain confidentiality when appropriate.**
- G. Board Members shall disclose conflicts of interests.**
- H. Board Members shall refrain from defaming anyone in the community.**
- I. Board Members shall refrain from harassing Association members or residents.**
- J. Board Involvement in Complaints**

#### **III. Waterway and Wildlife Management**

#### **IV. Emergency Expenditures**

## CHAPTER 12 – CODE OF CONDUCT

### Code of Conduct for Board Members

#### Of the Twin Lakes Homeowners' Association

### I. INTRODUCTION

The Board of Trustees ("Board") of the Twin Lakes Homeowners' Association ("Association") has the authority and responsibility to make decisions for the benefit of the entire community, including adopting Rules and Regulations, and it is important that Board Members maintain a high standard of ethical conduct in the performance of the Association's business, and to ensure that the Association's members maintain confidence in and respect for the entire Board.

### II. RESOLUTIONS

A resolution of the Board of the Association has been adopted that the following rules of conduct, standards of behavior, ethical rules, and enforcement procedures are applicable to all Board Members.

**A. Board Members shall act in the best interests of the Association as a whole.** Board Members serve for the benefit of the entire community, and shall, at all times, strive to do what is best for the Association as a whole. Board Members shall not use their positions as such for private gain, for example:

- No Board Member shall solicit or accept, directly or indirectly, any gift, gratuity, favor, entertainment, loan, or any other thing or monetary value from a person who is seeking a contractual or other business or financial relationship with the Association.
- No Board Member shall seek preferential treatment by the Board, any of its committees, or any contractors or suppliers.
- No Board Member shall accept a gift or favor made with the intent of influencing a decision or action on any official matter.
- No Board Member shall receive any compensation from the Association for serving on the Board.
- No Board Member shall willingly misrepresent facts to advance a personal cause or influence the community to advance a personal cause.
- No Board Member shall use his or her position to enhance his or her financial status through the use of certain contractors or suppliers.

The above list of examples is offered for illustration purposes only, and is not intended to be exclusive.

- B. Board Members shall comply with governing documents and relevant law.** Board Members shall use their best efforts at all times to make reasonable decisions that are consistent with the Bylaws, Covenants, and other governing documents of the Association, and to be familiar with all such documents. Board Members shall likewise comply with and make decisions that are consistent with all applicable laws, including, but not limited to, refraining from discriminating against any person on the basis of race, color, religion, national origin, gender, family status, or mental or physical disability.
- C. Board Members shall set high standards for themselves as Association members.** Board Members shall hold themselves to the highest standards as members of the Association, and shall in all ways comply with the provisions of the Association’s governing documents.
- D. Board Members shall work within the Association’s framework and refrain from unilateral action.** Board Members shall at all times work within the Association’s framework and abide by the system of management established by the Association’s governing documents and the Board. The Board shall conduct business in accordance with state law and the Association’s governing documents, and shall act upon decisions duly made, and no Board Member shall act unilaterally or contrary to such decisions. Toward that end, no Board Member shall seek to have a contract implemented that has not been duly approved by the Board, nor promise anything not approved by the Board to any contractor, supplier, or otherwise.
- E. Board Members shall behave professionally at meetings.** Board Members shall conduct themselves at all meetings, including board meetings, annual meetings of the members, and committee meetings, in a professional and businesslike manner. Personal attacks against other Board Members, Association members, residents, officers, management, office staff or guests are not consistent with the best interests of the community and will not be tolerated. Language at meetings shall be kept professional. Though differences of opinion are inevitable, they must be expressed in a professional and businesslike manner.
- F. Board Members shall maintain confidentiality when appropriate.** Board Members shall at all times maintain the confidentiality of all legal, contractual, personnel, and management matters involving the Association. Board Members shall also maintain the confidentiality of the personal lives of other Board Members, Association members, residents, and management staff. Association members may not contact Board members via email, phone, or in person at Board members homes. All

correspondence to the Board members must go through the Twin Lakes Homeowners Association office.

- G. Board Members shall disclose conflicts of interests.** Board Members shall immediately disclose to the Board any perceived or potential conflict of interest regarding any aspect of the business operations of the Association.
- H. Board Members shall refrain from defaming anyone in the community.** Board Members shall not engage in defamation, by any means, of any other Board Member, Association member, resident, or management staff member. The Association shall deem any Board Member who engages in defamation to be acting outside the scope of his or her authority as a Board Member.
- I. Board Members shall refrain from harassing Association members or residents.** Board Members shall not in any way harass, threaten, or otherwise attempt to intimidate any other Board Member, Association member, or resident. The Association shall deem any Board Member who harasses, threatens, or otherwise attempts to intimidate other Association members or residents to be acting outside the scope of his or her authority as a Board Member.
- J. Board involvement in complaints.** In cases where a Board member has either registered a complaint against another homeowner, or another homeowner has registered a complaint about a Board member, it is the Board member's responsibility to:
- Recuse him/herself from any investigation
  - Recuse him/herself from any involvement in penalties or mitigations.

In addition, a board member must recuse him/herself from participation in any decisions or actions against homeowners living within 300 feet of the Board member's residence.

In these cases another Board member that lives further away should be called upon as required to execute the HOA's responsibilities.

**Waterway and Wildlife Management by Board of Directors:**

Given both the legal and ecological risks, Board members - including Board officers and Committee Chairpersons - must not take any action(s) regarding the waterways, shorelines, runoff areas, or wildlife management in the TLHOA without full awareness, scrutiny, and approval by the full Board. All actions and expenditures in this regard must first be researched for proper permitting, licensing, and inspection by all related authorities (City, County, State, and Federal). *Effective June 23, 2021.*

**Emergency Expenditures by Board of Directors:**

The intent of this Policy is to help assure thoughtful, multi-party assessment of emergent situations which seem to call for immediate expenditure of TLHOA funds before the next full, public meeting of the Board.

Given that minor, unforeseeable requirements emerge between Board meetings, emergency expenditures may be authorized by at least two (2) Board Officers (President, Vice President, or Treasurer), plus any Board Members at Large deemed necessary or helpful to the issue at hand. Affected Chairpersons must be advised as soon as possible, and the expenditure discussed in the next Board meeting.

In all cases, the appropriate budget source must be identified, then validated and recorded at the next regular Board meeting.

The appropriate circumstances for emergent expenditures are:

1. Emergent **maintenance** requirements, e.g. park equipment painting;
2. Unanticipated **repair** requirements, including short-term rental needs (if any), e.g. the Security vehicle must go into the shop and a short-term rental vehicle must be obtained;
3. **Replacement** of existing assets with items which are identical or highly similar in function, quality, and cost (adjusted for inflation/deflation), e.g. the office printer.

The maximum amount which can be authorized between regular monthly Board meetings for any and all ad hoc emergency expenditures is a total of \$1,000 (2021 value).

The creation or acquisition of new assets or features which do not replace existing like assets, or those which exceed the dollar limit noted above, must be assessed and voted on by the full Board. The non-public email voting process described in the RR&Ps, Chapter 11, Section II.K may be used when the identifying members feel the matter should not or cannot wait until the next full Board meeting. *Effective June 23, 2021.*



**Policy regarding Accountability for Board Decisions:**

Motion Date: 15Jun2022; approved by Tom Brunner, Ian Beckstrom, and Russ Field (five Board members in attendance)

From this date, all physical installations, other than for normal maintenance and upkeep, must be accompanied by a permanent plaque bearing the date of approval by the Board, and the names of the Board members voting to approve the installation. Said plaque shall be no smaller than 8.5” x 11.0” and be of such material and design as to last the reasonable lifespan of the installation.

Further, that from this date, all textual policies, rules, regulations, and other mandates put in place by vote of the Board must be specifically labelled with the date of adoption and the names of the approving Board members.

Finally, that these provisions be inserted in the TLHOA RR&Ps, along with the following definition.

Definition: An “installation” is any physical item, assembly, or structure. A sign, bridge, playground or particular equipment, ramp of any nature, mechanical apparatus, or other three-dimensional artifact or purpose-specific surface.

PURPOSE: To assure that any homeowner at any time can quickly and easily determine when an installation was approved, and by whom. While this is public information, it is not easily accessible via Board meeting minutes which may be obscure &/or several years old.

RATIONALE: Openly attaching our names to an installation helps assure that we have each pursued due diligence in assessing the need, design, and cost/benefit of the installation.

BENEFITS: Full accountability and due reflection prior to expenditure of HOA funds or commitment to rules, policies, &/or constraints.

## **RECORDS DEFINITION AND RETENTION POLICY** **Twin Lakes Homeowners' Association, Inc.**

### **Defining Official Records of Association:**

For purposes of record keeping and owners' requests, and for easier, clear compliance with R.C.W. 64.38.045 (the "statute"), the Board of Directors of the Association adopts this policy.

Throughout the many years the Association has existed, it has accumulated many volumes of documents, which in turn have caused the Association to incur increased storage and management costs. Furthermore, sometimes owners request records of the Association. The identification of what constitutes official Association records has never been formally established, and the R.C.W. cited above does not clearly define records other than to say they shall include financial and "other" records, which includes checks, bank records and invoices, and the names and addresses of owners and other occupants of lots.

Effective immediately on the date of adoption as indicated below, for purpose of all future owner and third party requests, the "records" of the Association are hereby defined as and considered to be the:

- Articles of Association and any amendments
- Declaration of Covenants and any amendments
- Bylaws and any amendments
- Rules & Regulations and any amendments
- Policies duly adopted by the Board
- Quarterly newsletter currently known as the "Courier"
- Personnel files and records relating to personnel
- Financial records (including without limitation checks, bank records, and invoices for assessments and other charges such as fines, etc.)
- Litigation documents
- Delegations of authority
- Minutes of official
  - Board of Trustees Meetings
  - Annual Homeowners' Meetings
    - Proxies for above meetings
    - owners' meeting sign-in or attendance records
    - owners' vote ballots, slips of other documents showing owners' votes
  - Committee Meetings
- Financial records, including:
  - audits, annual & operational
  - association reserve account records
  - balance sheets
  - bank statements, checks, check records/registers

- invoices
- liens
- payroll documents
- contracts and purchase orders
- correspondence
  - by & between or among the Board, Committees, and Homeowners pertaining to HOA business and issues
- Correspondence on Reviews
  - Architectural
  - Esthetics
  - Maintenance
- Homeowners - names, addresses, and phone numbers
  - note: unlisted phone numbers and email addresses of owners who have requested they remain confidential and private are not considered as being “records” of the HOA
- Plat and Other maps of the development
- staff reports
- security
  - monthly activity reports
  - daily activity reports
- Operating Procedures or Policies regarding Architecture, Esthetics, Maintenance.

Accordingly, personal notes, individual letters and memos, emails by and between directors, officers, and owners/members, and other writings of individual Board or Committee members made by them for their own personal use and purposes and which by their nature are not intended or represented to be for the use or official business of the Association shall not be considered as records of the Association, nor will they be kept by the Association or stored with Association records. Documents and paperwork and emails by and between the Association’s counsel and the Board or Committees are not records of the Association for purposes of the statute. Documents regarding or relating to collection of assessments from or enforcing compliance with covenants upon particular owners are private and confidential by their nature and are not to be considered as “records” of the Association for purpose of owners’ requests.

### **Retention & Destruction of Records:**

In order to make the Association more efficient and to decrease current operating costs, a record retention policy needs enacted with directives for destruction of certain categories of old documents. The following records retention policy is hereby adopted by the Board effective immediately.

1. The only records required to be retained by the Association as its official records are those documents listed above.

2. Retention and destruction policy: The records of the Association shall be kept for the time periods stated on the attached “Protocols for Record Retention and Destruction.” All documents and records identified in the attachment which are not to be kept permanently, may, after expiration of the time period for their being kept, be destroyed in the interests of controlling storage costs and record keeping over the long term existence of the Association.
3. Scanning and retention upon hard drives or disks: The Association reserves the right, in the interests of efficiency, space and storage costs, to keep and preserve records by use of scanning and storage on computer hard drives or disks.

This Records Definition and Retention Policy was adopted by the Board of Directors on February 22, 2017.

**TWIN LAKES HOMEOWNERS ASSOCIATION**

**PROTOCOLS FOR RECORD RETENTION & DESTRUCTION**

<u>RECORD</u>	<u>RETENTION SCHEDULE</u>
- Articles of Incorporation and Amendments	Permanent
- By-laws and Amendments	Permanent
- CC&R's and Amendments	Permanent
- Rules and Regulations and Amendments	Permanent
- The "Courier" quarterly newsletter	Permanent
- Personnel Files and Records	Permanent
- Litigation Documents	Current + (6)
- Delegations of Authority	Current + (6)
- Minutes of Meetings	Permanent
Board of Trustees Meetings	Permanent
Annual Homeowners Meeting	Permanent
- Proxies for above Meetings	6 years
- Owners' ballots/vote documents	6 years
- Financial Records	
Audits, Annual and Operational	6 years
Association Reserve Account	6 years
Balance Sheets	6 years
Bank Statements, Check Records	Updated as required
Invoices	6 years
Liens	Current + (6 years)
Payroll Documents	Current + (6 years)
- Contracts & Purchase Orders	6 years after expiration of
contract	
- Correspondence, General	Current + (6 years)
Between or among the Board,	
Committees and Homeowners	
Regarding HOA business and issues	Current + (6 years)
- Correspondence on Reviews	
Architectural	Current + (6 years)
Esthetics	Current + (6 years)
Maintenance	Current + (6 years)
- Homeowners – Name and Addresses	Maintain current status
- Maps of the Development	Permanent
- Staff Reports	Current + (6 years)
- Security	
Monthly Activity Reports	Current + (6 years)
Daily Activity Report	Running year – (12) months
- Operating Procedures – Architecture,	
Esthetics, Maintenance	Current + (6 years)