

HAWKS PRAIRIE COMMUNITY ASSOCIATION RULES AND REGULATIONS

These Rules and Regulations are promulgated by the Board of Directors in accordance with Section 4.8 of the Hawks Prairie Community Association ("HPCA") Restated Master Declaration of Covenants, Codes and Restrictions ("CC&Rs") for Hawks Prairie a master Planned Community and for the purposes stated therein. These Rules are intended to supplement, but not contradict, provisions of the CC&Rs, Bylaws, and Articles of Incorporation, consistent with state law.

The HPCA is a Master Association as defined in the Homeowner Association Act at RCW Chapter 64.38 (the "HOA Act"). Very generally, these Rules regulate:

- 1) Behavior on HPCA Common Elements as defined in the CC&Rs. The Jubilee subdivision has its own sub-association, as such, Jubilee Common Elements or Common Elements are subject to a its separate Sub-Association declaration of covenants, conditions and restrictions which may differ in some respects from the HPCA's;
- 2) The appearance of Lots within the HPCA;
- 3) Enforcement of the HPCA Governing Documents; and
- 4) Collection of HPCA Assessments. The assessments for Jubilee lots may be collected in coordination with the Jubilee Sub-Association.

Unless otherwise stated below, these Rules and the other HPCA Governing Documents apply to all property within the Hawks Prairie Community and all Lot Owners, including all Owners in Edgewater and Jubilee Community Association.

Please note that Owners in Jubilee may have additional governing documents with which to comply, namely the Jubilee Sub-Association rules.

Owners are advised to familiarize themselves with these Rules and the other "Governing Documents" referenced above. As used in these Rules, capitalized terms are as defined in the CC&Rs unless otherwise specifically provided herein.

These Rules were adopted by the HPCA Board of Directors at a properly called meeting of the Board of Directors in Accordance with the Homeowners Association Act, RCW Chapter 64.38, and the HPCA Governing Documents. Specifically, and in accordance with Section 4.8(b) and (c) of the Covenants, Codes and Restrictions (CC&Rs), these Rules were posted in the principle office of the Association and provided to all HPCA Owners via U.S. Mail on October 25, 2019 along with a notice of the meeting of the Board of Directors at which the Rules were adopted. At least a majority of the Board approved the Rules for adoption at the Board meeting on August 20, 2019, at last 30 days after the date of publication referenced above. As a result, these Rules became effective on October 9, 2019. These Rules supersede and replace all prior Rules of the HPCA as of the effective date above.

A handwritten signature in cursive script, reading "Barbara Serde", written over a horizontal line.

President, Hawks Prairie Community Association

Attest: These Rules were properly adopted in accordance with the HPCA Governing Documents

A handwritten signature in cursive script, appearing to read "J. B. [unclear]", written over a horizontal line.

Secretary, Hawks Prairie Community Association

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HPCA Rules Applicable to Both Jubilee and Edgewater

Article 1. Applicability & Definitions

1.1 Applicability to Non-Owners.

These Rules and the other HPCA Governing Documents also apply to occupants of any Lot within the HPCA, including Owners' tenants, principals, employees, agents, invitees and guests (collectively "Guests"). Owners are responsible for ensuring that their Guests are aware of the provision of the Governing Documents, including these Rules. Owners will be notified of alleged violations of the Governing Documents committed by their Guests and will be responsible for such violations in accordance with the Enforcement Procedures in Article IX.

1.2 HPCA Common Elements.

Consistent with the CC&Rs, as used herein, "HPCA Common Elements" means all real property owned, controlled or maintained by the HPCA for the common use and enjoyment of the Owners, including off-site sewer and trail easement rights, and specifically does not include any Common Elements within Jubilee (which are governed by the Jubilee Sub-Association rules) as provided in the HPCA CC&Rs, Section 1.11 and 9.02.

At the time of the drafting of these Rules, the HPCA Common Elements include all properties other than lots within HPCA, but may not be limited to, HPCA's four parks (Glacier, Baker, Edgewater, & Cypress Cove parcel 52930000035), Area A (South of Tennis Courts), the trail to the beach, and the landscaping along 41st, Marvin, Columbia and Meriwood.

1.3 Management.

As used herein, "Management" means the person or company hired by the Association to assist with the operation and administration of the HPCA, to whom certain administrative functions under the Governing Documents have been lawfully delegated.

Article 2. Hawks Prairie Community Association Park and Common Element Rules

2.1 General

2.1.1 Owners shall not plant, construct, reconstruct, refinish, alter, maintain, damage or vandalize the Common Elements or any Improvement thereon, nor shall Owners store any personal property or dump garbage, yard waste or other debris on or in the Common Elements.

2.1.2 HPCA Quiet hours are between 10:00 p.m. and 7:00 a.m. except during power outages where use of generators is allowed. Noise levels not allowed during quiet hours are defined in City of Lacey ordinances 16.57.030 Noise and 9.24.080 Loud sounds prohibited. Generally, this means the noise should not be easily heard within a near-by residence

2.1.3 HPCA Common Elements are closed from sunset to sunrise. Use of the parks for any purpose during this time period is prohibited.

2.1.4 No motorized vehicles are to be ridden on the Common Elements, with the exception of wheelchairs or other motorized disability vehicles, and maintenance vehicles relating to HPCA business, unless prior, written permission is obtained from the HPCA.

2.2 Expected General Courtesy and Code of Conduct within HPCA Common Areas

2.2.1 Residents must conduct themselves so as not to jeopardize or interfere with the rights and privileges of other residents.

2.2.2 Residents will refrain from loud, profane, indecent and/or abusive language.

- 2.2.3 No excessively loud music will be allowed at any time during operating hours.
- 2.2.4 Residents are responsible for the conduct and actions of their guests.
- 2.2.5 Residents and/or guests will not physically or verbally abuse, harass or accost any other resident.
- 2.3 Facility Usage Guidelines (Fields, Courts and Edgewater Park Pavilion, here after termed "Pavilion")
 - 2.3.1 Reservations

If you would like to use a specific facility at a certain date and time you must make reservations with the management company for the pavilion or at hawksprairielacey@gmail.com for the pickleball courts. Otherwise use of the facilities will be on a first come, first served basis. Reservations may not be made more than two weeks in advance except for the spring/summer pickleball club usage.
 - 2.3.2 Park Hours

Parks and courts are available for resident use each day from sunrise to dusk.
- 2.4 General Rules
 - 2.4.1 No motorized vehicles of any kind allowed in Common Areas except for maintenance.
 - 2.4.2 Pets must be leashed at all times. Owners are responsible for proper pet waste disposal.
 - 2.4.3 No drugs, alcohol, vaping or smoking of any kind in Common Areas at any time.
 - 2.4.4 No damage or removal of any landscaping, structures or property belonging to the park and Association is permitted.
 - 2.4.5 Residents and/or guests may not deposit household or commercial garbage or refuse of any kind in the parks/facilities.
 - 2.4.6 No firearms, BB guns, slingshots, bows and arrows, air guns, explosives, fireworks or any other explosive materials are allowed within Common Areas at any time.
 - 2.4.7 Only HPCA can charge for facilities usage. Resident may not charge other residents or guests for the use of the facilities.
 - 2.4.8 The courts, fields, parks and pavilion are for the sole use of Edgewater and Jubilee residents and their guests.
 - 2.4.9 Park Etiquette
 - Players of each activity must conduct themselves so as not to jeopardize nor interfere with the rights and privileges of other players.
 - All participation in a club and/or Association program or activity using the courts, fields, parks or pavilion is voluntary. Since the use of the facilities involves the assumption of some personal or physical risk, program/club participation by a member and/or his/her guest is taken as tacit acknowledgement of that risk. The Association will not be held liable for any injuries sustained by the residents or guests in the parks.
 - All courts, fields, parks and pavilion are to be maintained in quality playing condition. However, periodic wear and tear in addition to seasonal climate factors may temporarily render the facilities unusable. If such conditions occur, residents

are urged to contact the management company or a member of the Board of Directors. If a resident or guest accepts facility conditions he/she does so with the understanding that the facilities are in a reasonable safe playing condition and they are playing at their own risk.

- Residents and guests must leave the facilities in the same or better condition as at the time of arrival.
- Players will refrain from loud, profane, indecent or abusive language. Due to the proximity of resident housing, loud behavior above and beyond that associated with the game is to be avoided.

2.5 Court and Pavilion Specific Rules/Guidelines

2.5.1 Baseball and Soccer Fields

- Fields are first come first serve.
- Users are responsible for determining field safety.
- Users are responsible for providing their own chalking, lining and nets.
- Each user group is responsible for removing litter from the field at the conclusion of their play.
- No vehicles will be allowed on the fields at any time except for maintenance.
- At all activities an adult resident must be present to supervise participants, monitor safety conditions and ensure compliance.
- Violations may result in the suspension or cancellation of the resident's privilege to use the fields.

2.5.2 Basketball Courts

- At least one HPCA resident must be involved in the activity.
- Rubber soled footwear is required. No black-soled shoes.
- Basketball courts are available on a first come, first serve basis.

2.5.3 Pickleball Courts

- The Pickleball Courts are to be used for pickleball only.
- Skateboarding, rollerblading, volleyball and other activities are not allowed on the pickleball courts.
- At least one HPCA resident must be present.
- Reservations may be made on line two weeks prior to the date needed except for the spring/summer Pickleball Club play times.
- Rubber soled footwear is required. No hard-heeled or black- soled shoes are allowed.
- Pickleball equipment can be checked out at the front desk of the Jubilee Lodge and must be returned after play. It can be signed out to residents ages 12 and older.
- Any equipment that is lost or damaged will be billed to the resident for replacement.

2.5.4 Pavilion

- Adult residents and guests may reserve or use the pavilion through the Vantage office. At least one HPCA resident must be present to make reservation.
- Gas or installed charcoal grills only. Propane heaters and grills must be located and used outside the covered area of the pavilion.
- Residents are responsible for cleaning the grills (outside the pavilion area) and the area must be left in the same or better condition.

HPCA Rules Applicable to Only Edgewater

Article 3. Architectural Control – HPCA Design Review Committee

3.1 Applicability.

This article applies only to Edgewater. Lots within Jubilee are governed by the Jubilee Design Review Committee.

Detailed Rules are in the Hawks Prairie Community Association's Master Architectural Guidelines, MAG.

3.2 Owner Maintenance Responsibility

Homeowner is responsible for maintaining the appearance and structural/mechanical quality of all structures, fencing, landscape (other than the front yard landscape that is maintained by the HOA) and drainage courses contained on their Lot.

3.3 All Improvements Must be Approved by the Design Review Committee (DRC).

Except as provided herein, prior to the commencement of construction or installation of any Improvement within Edgewater, the Owner must submit a written request for approval to the DRC in accordance with Article 6 of the CC&Rs. "Improvement" includes any project for the construction, installation, alteration or remodeling of any Residence structure, including, but not limited to, porches, patios, garages, outbuildings, walls, fences, swimming pools, landscape structures, plants, trees, solar heating equipment, spas, antennas, television satellite reception equipment which measure in excess of 1 meter, utility lines, basketball hoops, or any other structure of any kind, as well as any other work that in any way changes the exterior appearance of the Lot or Residence.

3.3.1 Air Conditioners and Fans.

Window air conditioners may be installed and do not require approval from the DRC. However, any window space that requires filling around the unit must be done in a clear, rigid, polycarbonate material (e.g. Plexiglas, Lexan, etc.) material at least ¼ inch thick so that it looks like glass. In no case may plywood be used.

AC compressors, heat pumps, and other related HVAC equipment., require approval by the DRC, and must meet the following conditions:

- Be placed at the rear of the home and have minimal impact on neighboring properties.
- Necessary plumbing and wiring must be approved by the DRC as to location and must not be visible from any non-alley roads.

3.3.2 Home Playground Equipment.

Permanent playground equipment or any playground structure that requires installation MUST receive DRC approval PRIOR to installation on any lot and are not permitted in front yards.

Plastic playground equipment designed for toddlers that may typically be placed on a patio does not require DRC approval. Such equipment must be placed so as to not be visible from the street.

3.4 Improvements without Approval.

Any Improvements made without DRC approval or that fail to comply with the proposal or DRC conditions, shall be considered a violation of the Governing Documents and, in addition to the rights of the HPCA under the Article IX for Enforcement, the Owner may be required to

stop work in progress until approval is obtained from the DRC. Owners may further be required to remove Improvements constructed without approval or in noncompliance with the approved Improvement. Failure to stop work or remove the Improvement may result in additional fines or penalties as provided in the Governing Documents.

3.5 Applicable Laws & Permits.

Owners making Improvements are responsible for compliance with local and state law and any required permits. Review and approval by the DRC shall in no way constitute compliance with any building permit process or other governmental requirements.

3.6 Completion Date.

All Improvements must be completed within nine months from approval of the Improvement, but may, in the discretion of the DRC, be required to be completed at an earlier time. If an Owner finds that the Improvements cannot be completed by the approved completion date, the Owner must apply to the DRC for an extension and explain the reason for delay.

3.7 Location of Construction Equipment & Materials.

Construction equipment and materials must be stored on the Owner's Lot, out of sight of neighboring lots, streets, or Common Elements, unless it is stored for less than 10 days. Equipment and Materials may not be placed or stored on any other Owners' Lots without permission of the other Owner.

3.8 Third Party Contractor Hours for Improvements.

No exterior work on Improvements nor interior work causing light or sound to emanate from a Residence shall be conducted outside the hours of 7am to 9pm.

Article 4. Lot Regulations

4.1 Applicability.

HPCA Regulations apply to all HPCA lots, however, the Jubilee Community Association has its own Lot Regulation, per Second Amendment to CC&Rs para 9.18.

4.2 Business Activities.

Commercial business, profession, trade or other non-residential business use may be conducted in Edgewater provided the business activity is not apparent or detectable by sight, sound, or smell from the outside of the Residence, and does not noticeably increase traffic or cause traffic congestion or involve other workers in the Residence.

4.3 Edgewater Front Yard Landscaping.

Trees, shrubs and other vegetation within front yards and Common Elements (including parking strips) are maintained by the HPCA. No plants or any other landscaping material are to be added in tree wells. Annuals may be planted in the front planting areas. Dead or dying plants must be removed from hanging baskets and/or decorative pots.

4.4 Exterior Lighting.

Landscape exterior lighting shall be placed in a manner that does not cause a visual distraction to passing motorists or a nuisance to neighboring properties. (This includes rear yard lighting.) Other exterior lighting changes must have DRC approval as provided in the CC&Rs and Design Guidelines. The HPCA Master Architectural Guidelines have more detailed guidelines.

4.5 Flags, Banners, and Flagpoles.

- 4.5.1 Seasonal Banners. One commemorative or decorative flag, in good condition, may be displayed on a seasonal basis. One staked banner in good condition may also be displayed in the front planting bed.
- 4.5.2 Flag of the United States. The Flag of the United States may be flown at any time in accordance with United States Code Title 4, Chapter 1.
- 4.5.3 Mounting. All flags and banners flown in the front yard are to be mounted on the house trim or staked in the front planting bed. The standard flag mounting is to be affixed no higher than eight (8) feet above ground level with the tip of the flag not to fly above the highest eave of the home. Poles are to be no longer than six (6) feet with an appropriately sized flag.
- 4.5.4 Flagpoles. A vertical flagpole in rear yards, mounted in the ground, shall be no more than twenty (20) feet in height. All vertical flagpoles must be approved prior to installation.

4.6 Signs on Lots.

All signs other than those identified herein, including handmade signs, are prohibited. The following signs may be posted on Lots in a location that does not interfere with landscape maintenance:

- Any signs required to be posted in accordance with a legal proceeding.
- A single "For Sale" or "For Rent" sign of customary dimensions.
- A single security service sign may be posted in front of a house.
- A small "No Soliciting" sign may be posted by the front door of a home.
- Small signs advertising current improvements only during the construction period.
- Political signs for local, county, state and national elections, issues or initiatives, provided that they must be of reasonable dimension and may be displayed no earlier than 30 days prior to the election date and removed within 10 days after the election date.

4.7 Basketball Hoops.

Permanently installed basketball hoops require Design Review Committee approval. Portable basketball systems in good condition are allowed in driveways.

4.8 Clotheslines.

No exterior clothesline shall be erected or maintained and there shall be no drying or laundering of clothes or other articles (e.g. rugs, car mats, kiddie pools, etc.) on any Lot in a manner that is visible from any Lot or the Common Elements.

4.9 Burning.

Consistent with Fire District 3 and the Olympic Region Clean Air Authority, Exterior wood-burning fires and pellet BBQ/Smokers are prohibited. Barbecue grills and fire pits that use propane, briquettes, or natural gas are allowed and must be contained within receptacles designed for such purpose.

4.10 Holiday Decorations.

Decorative holiday fixtures, lighting, and ornamentation shall not be placed upon the Residence or Lot more than 4 weeks prior to the date of the holiday and shall be removed no later than 2 weeks following the holiday. No decorations are allowed to be placed in front lawn or street strips due to landscaping maintenance.

- 4.11 Mailboxes.
Any modification of the location, color, size, design, lettering and other particulars of mail or paper delivery boxes shall be subject to the approval of the DRC and the Postmaster for this area. Posting of notices in or on mailboxes is prohibited.
- 4.12 Storage.
All items stored outside (including yard maintenance equipment) must be completely screened from view of Common Elements, neighboring lots, and public streets with solid screening on all four sides. Owners must obtain DRC approval for construction or placement of a storage shed or other storage container in accordance with the DRC Design Guidelines. See HPCA MAG for more detailed guidance.
- 4.13 Garbage, Recycling and Debris.
No rubbish, trash, garbage, compost, yard waste, recyclables, construction debris, other materials intended for disposal, or unsightly materials shall be stored or allowed to accumulate on Lots except in lidded, vendor-approved garbage and recycling containers. Containers must not be filled to the point where the lid cannot be completely and securely closed. Garbage and recycling containers must be stored on the Lot so as not to be visible from the Common Elements.

At alley-load homes, storage of such containers is prohibited within four feet of the alley pavement to allow for landscape maintenance. All such garbage and recycling containers are to be put out for pick up and returned to the Lot within 24 hours of the date determined by the vendor providing such services for pick up. Large items or voluminous debris not customarily accepted for disposal by the owner's trash vendor must be removed from the Lot and properly disposed of by the Owner at his or her expense. Prior, written permission from the Management must be obtained to place commercial trash bins or construction dumpsters on the Common Elements, or if they will be placed on any Lot for more than 48 hours.
- 4.14 Toxic Substances/Pollutants.
Toxic substances or pollutants must be disposed of properly and are not to be poured down storm drains (yard, street, or parking lot). Substances include, but are not limited to motor oil, antifreeze, paint, paint thinner, etc. Biodegradable detergent should be used when washing vehicles.
- 4.15 Address Numbers.
In accordance with City of Lacey ordinances, and for ease of emergency responders, alley-load Lots shall display address numbers on both the front and rear of homes, in a contrasting color, no less than three nor more than six inches tall, and visible from the street and/or alley. Address numbers in the rear of the home must be placed above the garage door.

Article 5. Animals

- 5.1 Common Household Pets Only.
No person or household shall own or harbor more than five household pets of any species—except for newborn litters under 6 months of age. In the case of dogs, the City of Lacey ordinances prohibit more than three dogs being maintained in a single residence—so for example a residence could have at most 3 dogs and 2 cats.

No other animals, livestock, or poultry of any kind shall be kept, bred or raised on any Lot or in any Residence.

- 5.2 Pets on Common Elements.
Venomous or dangerous pets are strictly prohibited on the Common Elements. Whenever on the HPCA Common Elements, pets shall be leashed and otherwise under the supervision and restraint of their owners.
- 5.3 Pet Waste.
Owners of pets must promptly remove pet waste and any other mess created by their pets.
- 5.4 Service Animals.
Service animals accompanying disabled persons are permitted access to any area to which the disabled person is permitted access.
- 5.5 No Tethering.
No unattended household pet shall be kenneled, chained, tied or otherwise tethered on a front porch, in a front yard, or on an HPCA Common Element.

Dogs may not be kenneled or tethered/tied on front yards or porches. Owners are expected to be responsible, keep their animals on public property—not their neighbor’s lot—and in all cases to remove fecal matter immediately. Owners renting out their homes are responsible for their tenant’s breach of these rules and are encouraged to provide their tenants with this information
- 5.6 Wildlife.
Residents must not feed, attract or otherwise entice any wildlife. Birdfeeders are permitted so long as they do not attract rodents and have features that mitigate attraction of rodents such as the use of trays, baffles and use of feed that does not include shells. Wildlife creating a nuisance should be reported to the City of Lacey Animal Service.

Article 6. Vehicles & Parking

- 6.1 Street Parking.
The streets in the Hawks Prairie Community Association are not Common Elements of HPCA. They are public roads, the use of which is governed by the City of Lacey and State of Washington. These laws provide that parking in the street shall not impede emergency access to any home at any time and that parking may not block access to a driveway, private garage, sidewalk, fire hydrant, or mailboxes.

For these reasons, parking on the street by Owners is discouraged in favor of allowing guests and service providers to park on the street for loading and unloading for less than 24-hours.
- 6.2 No Parking Areas & Towing.
Parking is not allowed on sidewalks or on vacant Lots. All vehicles parked in Common Elements must be operable and parked wholly within the perimeter lines of the parking space if marked.
- 6.3 Towing.
In addition to the remedies provided for under the Enforcement section of these Rules, the Governing Documents and state law, the Association may cause to be towed any vehicle parked on a Common Element in violation of these Rules; however, the Association is not responsible for towing on the public streets within Hawks Prairie.
- 6.4 Garages.
Garages shall be used for the parking of standard passenger vehicles, golf carts, trucks, boats or similar items of personal property.

- 6.5 **Golf Carts.**
Private golf carts must be regularly parked in a garage or other area screened from visibility from the street, Common Elements or neighboring property.
- 6.6 **Vehicle Repairs.**
No motor vehicle shall be constructed, reconstructed or repaired on any Lot where visible to any Lot or Common Element. This provision shall not apply to vehicle repairs that can be completed in less than two days.
- 6.7 **Inoperable Vehicles.**
No inoperable vehicles, including vehicles without wheel(s) or an engine or otherwise disassembled vehicles, shall be stored on any Lot where visible to any Lot or Common Element, except while being repaired in accordance with above paragraph.
- 6.8 **Recreational Vehicles.**
A Recreational Vehicle may be parked in the driveway for a period not to exceed two days, provided that the vehicle does not extend beyond the limits of the driveway and does not obstruct the sidewalk. For purposes of this provision, "Recreational Vehicle" means any motor vehicle classed by manufacturer rating as including a recreational vehicle (sleeping facilities and a bathroom), travel trailer, tent trailer, camper, camper shell, detached camper, boat, boat trailers, or bus, van or motorhome that cannot be parked entirely within a closed garage, or other similar equipment. Recreational Vehicles may be parked on the street for a period not to exceed 24 hours in accordance with the City of Lacey, and may not have extended slide-outs open where they interfere with streets or sidewalks. Recreational Vehicles shall not run a generator for more than two hours and may not be run during Quiet Hours. No Recreational Vehicles shall discharge any gray water or sewage in any part of HPCA.

Article 7. Residence Rentals & Lot Sales

- 7.1 **Rentals.**
In accordance with the CC&Rs, no Residence may be leased or rented for a period of less than 30 days and no less than the entire Residence may be leased or rented.
- 7.2 **Written Lease.**
All rentals shall be evidenced by a written lease or rental agreement, which shall provide:
- Acknowledgment by the Tenant of receipt of the Governing Documents;
 - A provision that the tenancy is subject to the terms of the Governing Documents and that any failure of the tenant to comply with the terms of any Governing Document relating to residential leases, property use restrictions or the use and enjoyment of any portion of the Common Elements and Common Facilities shall constitute a default under the lease or rental agreement and shall entitle the Owner to terminate the tenancy upon 30 days' written notice.
- 7.3 **Tenant Registration.**
Owners shall provide the Management with contact information for its Tenants and a copy of the Written Lease within seven days of the execution of the Lease.

7.4 Sale of Lot.

Before execution of any contract for sale of a Lot, or otherwise before conveyance, Owners shall furnish to prospective purchasers:

- A copy of the Governing Documents;
- A statement setting forth the amount of the monthly installment of any Regular Assessment or any delinquent Assessment of any kind;
- The current operating budget and financial statement of the Association; and
- A statement of any impending assessments, unsatisfied judgment of pending legal actions against the Association and/or the status of any pending legal actions relating to the Residential Development of which the Lot's Owner has actual knowledge.

These items may be obtained from the Management for the reasonable cost of preparing and reproducing the requested items. Owners must notify Management upon the sale of any Lot.

7.5 Sale Documents.

Upon request, the Management will furnish the sale documents required by the CC&Rs and Section 7.4 on page 15 of these Rules. The requesting Owner will be charged the reasonable cost of preparing and reproducing the requested items.

Article 8. Association Services & Records

8.1 Use of Common Elements or Common Facilities.

The HPCA may impose and collect any payments, fees or charges for the use, rental or operation of the HPCA Common Elements or Common Facilities. Owners accepting or utilizing these services agree to pay the published rate for any such services rendered.

8.2 Association Services.

From time to time, the HPCA may offer optional services to its Owners or others for a fee. Owners utilizing these services agree to pay the published rate for any such services rendered and further agree that such charges shall constitute Assessments and may be collected as such. At the current time, the HPCA does not offer snow clearing services.

8.3 Association Records.

The HPCA shall keep financial and other records sufficiently detailed to enable the Association to fully declare to each owner the true statement of its financial status. All financial and other records of the HPCA (with the exception of records privileged or protected by privacy concerns) shall be available for examination by all Owners, holders of mortgages on Lots and their respective authorized agents upon 10 business days' notice during normal working hours at the offices of the Management.

The HPCA's records may contain private or sensitive information about its Owners. Thus, an Owner requesting to review Association records will be charged a reasonable hourly fee for the time taken to review the requested records to protect the privacy interests of its Owners, or to otherwise compile, present or provide the records for review. Owners are encouraged to be specific regarding records review requests to reduce these costs. Owners will also be charged reasonable per-page copy costs.

8.4 Fee Schedule.

A schedule of reasonable fees specifically authorized by the CC&Rs or charges for services to Owners authorized by the HOA Act is provided as Appendix A .

Article 9. Enforcement

9.1 Association's Remedies.

Violation of these Rules or other provisions of the Governing Documents may be enforced by the Association through imposition of fines, self-help with the Owner paying the costs thereof, suspension of services to the Owner, suspension of the Owner's ability to use Common Facilities or right to vote, legal action or any other remedy available to the Association under the Governing Documents or applicable law. The failure of the Association to enforce any such provision shall not constitute waiver of the right to enforce the same thereafter.

9.2 Complaints.

Any Owner, Guest, or other person identifying a potential violation of these Rules or any provisions of the Governing Documents may report the violation by completing a Request for Action Form available on the website and providing it to the Management. The Board, Committees and Management may also identify and report potential violations.

Request for Action Forms should be signed by the complainant; anonymous complaints are discouraged, but will be considered if anonymity appears reasonable under the circumstances, such as when the complainant has a reasonable fear for his or her safety in making the complaint. Under this circumstance, however, anonymous complainants should consider whether the violation complained of may also be a crime, which should be reported to the police.

9.3 Notices of Violation.

If the Board has determined there is any reasonable basis to believe that an Owner or Guest has violated any of these Rules or provisions of the other Governing Documents, Management shall provide the Owner with notice of the violation as follows. All such notices will be sent by first-class or certified mail to the last address of the Owners shown in the records of the Association, which shall be the Lot address unless an alternate address has been given in writing by the Owner to the Management prior to the date of the Notice of Violation.

9.4 Warning Letter:

A violation of the Association's Governing Documents may result in a written Warning Letter that continuing or future violations will subject the member to fines as set forth in Appendix B Fine Schedule on page 23. An additional copy of letter may, but is not required to be, delivered by email if the Owner has provided the Association with an email address.

Some situations may require immediate action on the part of the Owner, but unless otherwise stated in the Warning Letter, members will have 30 days to correct the violation.

9.5 Violation Letter:

A second violation of the same or similar type, or a continuing violation not corrected within the time expressed in the Warning Letter shall subject the Owner to a fine as provided in the Fine Schedule attached as Appendix B.

The Owner will be sent a Violation Letter providing the Owner with at least 15 days' notice of the imposition of the fine and the Owner's opportunity to be heard regarding the violation. An additional copy of letter may, but is not required to be, delivered by email if the Owner has provided the Association with an email address.

Notwithstanding any other term herein, however, a violation that qualifies as emergent under Section 14.06(d) of the CC&Rs may be subject to immediate action by the Association, with a hearing to follow if requested by the Owner in accordance with Section 14.06(d) of the CC&Rs.

9.6 Enforcement Hearing.

An Owner who has been sent a Violation Letter (not a Warning Letter) may request a hearing on the violation by sending a written request to the Management within 10 days of the date of the Violation Letter, unless other response date is provided for therein. Failure to request a hearing in a timely manner is a waiver of the Owner's right to challenge the violation and imposition of a fine. If a hearing is requested, the hearing will be scheduled and held in the following sections.

9.6.1 Notice of Hearing.

When the Board has received a timely request for hearing, it will provide the affected Owner with written Notice of a Hearing before the Board regarding the violation or proposed action. The hearing shall be set no more than 15 days from the receipt of the timely request for hearing and shall be set between the hours of 8:00 a.m. – 8:00 p.m., unless the Board and the affected Owner otherwise mutually waive these terms and agree upon another date and time for the hearing. The Notice of Hearing shall include:

- A brief description of the action or inaction constituting the alleged violation;
- A reference to the specific Governing Document provision alleged to have been violated;
- The proposed action and/or fine,
- The date, time and place of the hearing,
- Any time limits upon the presentation of evidence; and
- Whether the affected owner may offer a written statement, or designate a representative, in lieu of appearance.

9.6.2 Continuance of Hearing.

Once a hearing has been requested and set in accordance with the preceding paragraph, the Board shall have discretion to allow or disallow a continuance of the hearing at the request of the Owner. Failure to appear at the hearing shall constitute Owner's waiver of the opportunity to be heard.

9.6.3 Attorneys.

If the Owner intends to have an attorney present at the hearing, the owner must notify the Board 5 days prior to the hearing so that the Association may also have counsel present.

9.6.4 Hearing Procedures.

At the hearing, the affected Owner shall have a reasonable amount of time under the circumstances to present evidence and argument to the Board regarding the violation, may review any evidence presented and question witnesses, if any. Specific time limits may be set out in the Notice of Hearing, but additional time may be granted by mutual agreement of the parties. Other owners may be allowed to present evidence or argument demonstrating the violation in accordance with procedures established by the Board, or at the discretion of the Board.

9.6.5 Decision of the Board.

Within a reasonable time, the Board will meet in executive session to make its decision on whether a violation has been committed, and shall send the Owner notice of its decision in writing in the same manner in which the notice of the

meeting was given no later than 5 days after the hearing. In cases where a hearing has been requested, no fine shall be imposed until Notice of the Decision of the Board has been given. Any fines imposed after a hearing shall become due on the first of the month following the notice of the Board's decision unless the notice of decision states otherwise.

9.7 Multiple Violations.

One or more violations of the Governing Documents may be combined and heard in one enforcement hearing. Once a hearing is set for one or more alleged violations, additional alleged violations occurring subsequent to the initial notice(s) of violations and prior to the date of the hearing may also be heard at the scheduled hearing, at the discretion of the Board. A request for an additional hearing may be denied if the Board determines that the violations are continuing in nature and that no evidence that could be presented that would change the previous decision of the Board. Notice that a request for hearing has been denied may be sent in the manner of a notice of hearing.

9.8 Fine Schedule.

The Board has determined that fines contained in the schedule attached as Appendix B are reasonable.

9.9 Ongoing or Repeated Violations.

A violation of the Governing Documents shall be defined as a single act or omission occurring on a single day. Similar violations on different days shall justify cumulative imposition of such fines or other penalties. If an Owner fails to cure a violation after notice to do so, the Owner shall be fined on a monthly basis until violation is cured,

9.10 Association's Actions to Remedy.

If an Owner fails to cure or remedy a violation after reasonable notice thereof, or damage to the Common Elements has occurred, the Association may act to remedy the violation and repair any damage caused thereby. In that case, the Owner may be levied a Special Individual Assessment, as defined in the CC&Rs, in the amount of the Association's cost to remedy the violation and repair any damage caused thereby, in addition to any fines or penalties otherwise imposed.

9.11 Fines & Damages are Special Individual Assessments.

Owners shall be financially responsible for all fines, damages and other amounts assessed resulting from their own actions, and the actions of their tenants, guests or occupants. Fines imposed constitute Special Individual Assessments under the Governing Documents and may be enforced as such, including the imposition of late fees and interest. In accordance with the CC&Rs, such Special Individual Assessments are due within 30 days of the notice thereof.

9.12 Costs Incurred in Enforcement.

In addition to the sanctions set forth above, all costs incurred in enforcing the Governing Documents, including, but not limited to, attorneys' fees, interest, recording fees, court costs, title company fees, and all other costs incurred in collecting fines, taking corrective action or attempting to obtain compliance with the Governing documents constitute Special Individual Assessments and may be collected in the manner for collection of assessments.

Article 10. Collections

10.1 Assessments Defined.

"Assessments" as used in this Article include all of the amounts chargeable under the Governing Documents, including but not limited to Regular and Special Assessments, Special Individual Assessments, Emergency Assessments, fines, fees, costs, interest, late charges and attorneys' fees and any costs or fees incurred in enforcing the Governing Documents, repairing damage caused by a violation of the Governing Documents and costs incurred in collecting delinquent assessments of any type.

10.2 Ledger.

The Board shall keep a ledger for each Lot that accounts for all Assessments and any credits and payments.

10.3 Regular Assessments.

The Regular Assessment shall be due in equal monthly installments on the first day of each month. The Regular Assessment installment is considered delinquent if not paid within 15 days of the due date.

10.4 Special Assessments.

In the event of a special assessment, payments shall be due as specified in the notices thereof sent to Owners and are delinquent if not paid by the due date.

10.5 Special Individual Assessments.

In the event of a Special Individual Assessment, payments shall be due as provided in the notice, but if not provided, then within 30 days of, and are delinquent if not paid by the due date.

10.6 Late Charges.

If an Assessment is not paid in full on or before the 15th day following its due date, an Assessment Late Charge and an Administrative Fee will be assessed to the delinquent owner's account. (See Appendix B Fine Schedule for values.) A courtesy delinquency notice, or phone call, may, but is not required, to be given to the delinquent owner. Monthly late charges will continue to accrue on the 15th day of each month that an account remains delinquent without further notice.

10.7 Interest.

The principal amounts of delinquent Assessments shall accrue interest at a rate of 12% per annum. Interest shall begin to accrue from the date the Assessment was due and shall continue until the account is brought current.

10.8 30-Day Delinquency.

When an account has been delinquent for 30 days, the Association may send notice to the delinquent owner that includes the following:

- The amount of the delinquency, including any late fees or charges;
- A demand for immediate payment; and
- A warning that if the delinquency is not cured, a lien may be recorded against the lot or the account may be turned over to a collection agency or attorney for collections, wherein the costs of collecting the delinquent payment, including attorneys' fees will be added to the debt.

- 10.9 Costs and Fees Associated with Collection.
All costs of collecting the delinquent Assessments, whether incurred by the Association or its representatives, including lien charges and attorneys' fees and costs will be charged to the delinquent owner and may be collected as Assessments.
- 10.10 Referral to Attorney or Collection Agent.
When an account has been delinquent for 60 or more days, the Association may refer the delinquent account to an attorney or collection agent for collections. However, the Association may refer the matter to an attorney *at any time* when it learns of a potential or actual foreclosure or bankruptcy involving the Lot or Lot Owners, or where the Board has determined that other good cause exists for such turnover.
- 10.11 Attorney's Actions Authorized.
After the delinquency has been referred to an attorney or collection agent, all communication regarding the delinquent assessments must be with the attorney or collection agent. The Attorney or collection agent may take one or more of the following actions:
- 10.11.1 Demand Letter(s):
The Association's attorney or collection agent may send the delinquent owner one or more demand letters requesting payment.
- 10.11.2 Lien Recording:
While the delinquent amounts constitute statutory liens from the date the amounts are due, the attorney or agent is authorized to record notices of liens against the property identifying the amount then delinquent. Delinquent owners will be assessed the cost of preparing and recording the notice of lien.
- 10.11.3 Payment Plans:
The Association's attorney or collection agent is authorized to settle delinquencies with owners for payment of the debt in full without prior authority of the Board, provided that the payment plan does not exceed 12 months. All payment plans will be secured by a stipulated judgment and will require the delinquent owner to continue to pay regular assessments as levied.
- 10.11.4 Lawsuit for Collection of Delinquent Assessments:
With the Board's approval, the attorney is authorized to commence a lawsuit against the owners on the personal assessment obligation or for foreclosure of the statutory lien for assessments.
- 10.11.5 Post-Judgment Remedies:
If the Association obtains a money judgment, the Board may pursue post-judgment remedies, such as garnishments or property liens, upon the advice of counsel and in consideration of the Association's best interests.
- 10.12 No Waiver.
Deviations from, or failure to act under this Collections Policy shall in no way constitute a waiver by the Association of any right to impose and collect Assessments or exercise any other right or remedy under the Governing Documents or at law. The Association reserves all legal rights under the Governing Documents and at law, including but not limited to the Washington Homeowners' Association Act (RCW Chapter 64.38), the Washington Common

Interest Ownership Act (RCW Chapter 64.90), and the Washington Nonprofit Corporations Act (RCW Chapter 24.03).

10.13 Delegation to Management.

The Board, in its discretion, may delegate certain administrative functions hereunder to the Management.

Appendix A. HPCA Fee Schedule

The following reasonable fees are either specifically authorized by the CC&Rs or are charges for services to Owners authorized by the HOA Act. This fee schedule is not exhaustive, but is intended to give Owners notice of typical fees charged by the Association.

HPCA Fees Current as of Published Date

Lot Ownership Transfer Fee <i>(Rate is same for both Jubilee and Edgewater)</i>	\$200
Administrative Notice Fee	\$25
Records Review Charges for review and copying	\$10 Plus \$0.10 per page
Assessment Late Charge	\$25
Legal fees due to the collection of a delinquent account	Based on incurred costs
Returned Check Charge	\$50

Appendix B. Fine Schedule

The Board has determined the following fines to be reasonable in association with the violation listed below.

For any rule violated, Management will send Non-Compliance Notices. The first notice may, or may not, incur any fine, but it may incur an administrative fee. Subsequent notices will incur incremental fines. Compliance timeframes will be specified in the notice letter(s) and typically vary between 2 and 30 days to comply with notice. Repeated offenses within 60 days will be treated as if the original violation was not cured.

Violation Classification	Fine
Violations of Animal Policies under paragraphs 5.1, 5.2, 5.5, or 5.6 above: 1 st Non-Compliance Notice 2 nd Non-Compliance Notice 3 rd Non-Compliance Notice 4 th Final Notice of Hearing	No Charge \$100 \$200 \$200
Violations of Animal Policies under paragraphs 5.3 1 st Non-Compliance Notice 2 nd Non-Compliance Notice 3 rd Non-Compliance Notice 4 th Final Notice of Hearing	\$50 \$100 \$100 \$100
Vehicle and Parking Violations under paragraphs 6.8 <i>By the nature of these violations, compliance timeframes are intentionally short. Normal times are as listed below.</i> 1 st Non-Compliance Notice, 14 days to comply 2 nd Non-Compliance Notice, 7 days to comply 3 rd Non-Compliance Notice, 7 days to comply 4 th Final Notice of Hearing, 7 days to comply	\$100 \$200 \$300 \$400
Vehicle and Parking Violations under paragraphs 6.4, 6.5, 6.6, 6.7 1 st Non-Compliance Notice 2 nd Non-Compliance Notice 3 rd Non-Compliance Notice 4 th Final Notice of Hearing	\$30 \$100 \$300 \$300
Violations under Article 3 Architectural Control 1 st Non-Compliance Notice 2 nd Non-Compliance Notice 3 rd Non-Compliance Notice 4 th Final Notice of Hearing	No Charge \$100 \$100 \$300

Violations under Article 4 Lot Regulations	
1 st Non-Compliance Notice	No Charge
2 nd Non-Compliance Notice	\$100
3 rd Non-Compliance Notice	\$100
4 th Final Notice of Hearing	\$300
Violations under Article 7 Residence Rentals & Lot Sales	
1 st Non-Compliance Notice	No Charge
2 nd Non-Compliance Notice	\$100
3 rd Non-Compliance Notice	\$100
4 th Final Notice of Hearing	\$300
General Rules Violations that involved damage to HPCA property. Fines are incremental to repair/replacement expenses.	
1 st Non-Compliance Notice (2-30 days to comply)	\$50
2 nd Non-Compliance Notice (15 days to comply)	\$100
3 rd Non-Compliance Notice (15 days to comply)	\$100
4 th Final Notice of Hearing (15 days to comply)	\$300
General Rules Violations other than above	
1 st Non-Compliance Notice (2-30 days to comply)	No Charge
2 nd Non-Compliance Notice (15 days to comply)	\$100
3 rd Non-Compliance Notice (15 days to comply)	\$100
4 th Final Notice of Hearing (15 days to comply)	\$300