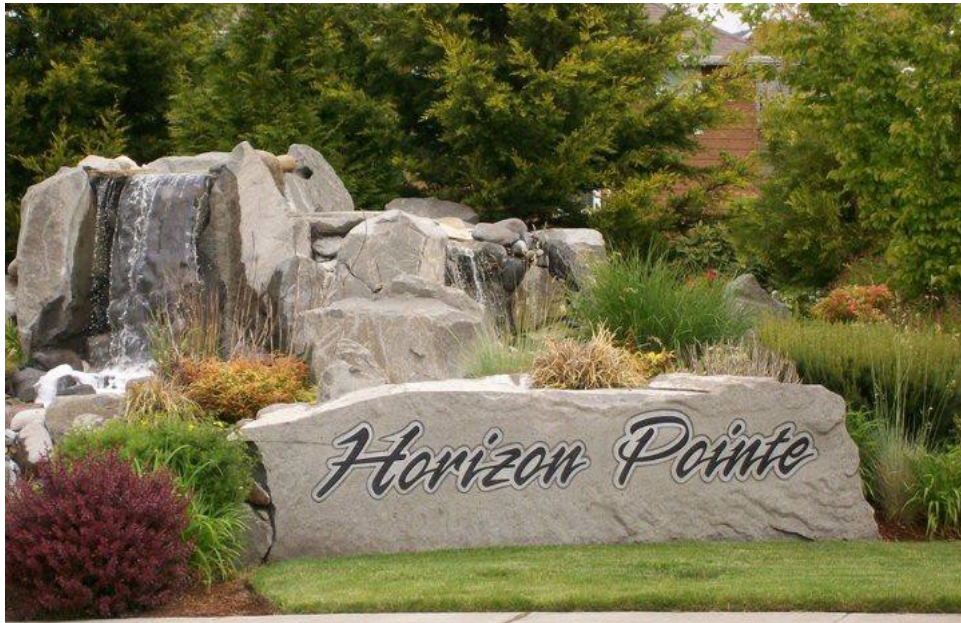


HORIZON POINTE LACEY HOMEOWNERS ASSOCIATION



Guidelines, Rules and Enforcement Policy

The Board of Directors (the “Board”) of the *Horizon Pointe Lacey Homeowners Association* (“The Association”) has combined multiple documents and produced the following Guidelines, Rules and Enforcement Policy for all residents. The purpose of this document is to provide residents with the information they need to know to protect the value and desirability of the homes within the Horizon Pointe Lacey Community (“Community”) and ensure the natural beauty of the Common Areas.

The Guidelines, Rules and Enforcement Policy is not a replacement for the CC&Rs (officially called the Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements for the Plat of Horizon Pointe), which you received when you purchased your home. These Rules are supplements to the restrictions listed in the Covenants, and explain how the Covenants may affect you and your neighbors when you propose to do something at your home in the Horizon Pointe Lacey HOA.

The Guidelines, Rules and Enforcement Policy is applicable to all residents within the residential properties, including their families, guests, tenants under a lease or rental agreement, and anyone otherwise occupying a Unit within Horizon Pointe Lacey HOA. It is the responsibility of each Owner to provide a copy of this document to their tenants along with all other Horizon Pointe Lacey HOA governing documents. This document may be amended from time to time as determined by the Horizon Pointe Lacey Board of Directors. Please look to www.HorizonPointeLaceyHOA.org for the most recent version of this document.

HOUSE RULES AND REGULATIONS

A. ARCHITECTURAL MODIFICATIONS. The Architectural Control Committee (ACC) must approve all significant changes to the outside of your home or property. An Architectural Change Application can be found in the Homeowner Resources section of the HOA website at www.HorizonPointeLaceyHOA.org. All completed applications must be submitted to the Association’s management staff for processing.

Examples of the kinds of changes requiring an ACC application (*not a complete list*):

Shed/Storage Unit	Fences and Gates	Pool
Air Conditioners/Heat Pumps	Hot Tub or Spa	Retaining Wall
Awning	Impervious Path or Surface	Driveway Widening
Change of Paint Color	Major Landscape Revisions	Shutters
Clearing, Grading or Filling	Patio or Patio Cover	Tree Addition or Removal
Deck	Permanent Play Structure	Treehouse
Dog Kennel or Run	Permanent Water Feature	Trellis, Arbor or Gazebo

B. FENCES AND GATES. You can build only standard fences and gates approved by the ACC in the Association. (See fence standard in the Homeowner Resources section of www.HorizonPointeLaceyHOA.org). Gate Design shall be the same materials and similar design as fences. You must apply to the ACC for permission to build any fence or gate. **Replacing a damaged or deteriorated fence with one of the same design and materials does not require ACC approval. Any deviation of design or materials DOES require ACC approval.** Please be a good neighbor by notifying your neighbors that you plan to build or replace a fence. Then file an application with the ACC at least one month before you wish to begin building any fence or gate. Fences must be attached to one another throughout the Association whenever possible.

In consideration of advances in material design, fences constructed of materials other than natural cedar may be considered by the Architectural Control Committee under the following conditions. The dimensions and design must duplicate those as shown in Exhibit D of the CCRS. The material surface appearance of the fencing must reasonably duplicate that of natural cedar at a distance of no less than 3'. The color of the fencing must be consistent and essentially match approved fencing colors. A sample of all materials must be provided with the ACC application, by the owner, for evaluation by the committee and the board. New materials, not previously approved, must be reviewed and approved by the board as a whole. A list of approved materials will be maintained and published by the board. Note that the lattice must be constructed with 1.5" wide strips with a spacing of 2.0".

C. HOME MAINTENANCE AND REPAIR. Each Owner shall maintain its Unit in good order, condition, and repair, and in a clean, attractive and sanitary condition. Home siding, trim, gutters, and roofs shall be kept free of moss, mildew, plant material and shall be free of deterioration. Owners are expected to provide consistent quality care of their home’s exterior appearance and surrounding property. If any Owner fails to maintain its Lot or fails to repair any considerable damage they will be subject to the Board approved enforcement policy as detailed on page 5.

D. LANDSCAPING AND MAINTENANCE OF THE FRONT YARD. The way your yard looks affects your neighbors, as well as, your own property. Each resident shall ensure that his/her landscape is maintained in accordance with the below guidelines.

- i. Yards within the Horizon Pointe community must look neat and tidy at all times.
- ii. Grass lawns must be watered, mowed, edged, and maintained to be kept green, weed-free, and well-maintained. Reasonable accommodations will be made for prevailing environmental conditions such as seasons, drought, and watering restrictions.
- iii. Watering of lawns on Balustrade Blvd. SE is the responsibility of the Owner/Resident.

- iv. Ground cover must occupy at least 50% of the surface area of the front yard from the front of the house, including the porch, to the sidewalk, not including driveways and entry walks. Ground cover is defined as grass, bushes, and other living plants excluding those commonly considered weeds. These plants must be trimmed and maintained. The remainder of the yard surface may be covered with appropriate inorganic material such as rock or stones, or organic material such as bark, or kept bare, but shall be well maintained and kept free of weeds.
 - v. Plants, bushes, trees, and ground cover may not extend into the sidewalk vertical area below a height of 7 feet.
 - vi. All trees and shrubs must be regularly trimmed to prevent overgrowth and obstruction. Dead or diseased plant material should be removed and/or replaced immediately to maintain a neat and well-cared for appearance.
 - vii. No fences or hedges are allowed in the area from the front of the house, including the porch, to the sidewalk.
 - viii. All banners and flags (no larger than 3' x 5.7'), statuary, figurines, or other constructions, such as fountains or trellises, shall be appropriate for general audiences and not detract from the general aesthetics of the Community. No ground-mounted flagpoles will be approved or allowed by the ACC.
- E. SPORTS AND CHILDREN'S PLAY EQUIPMENT.** Front yards cluttered with oversized, unused or broken toys or sports equipment create an unwanted look in the Association. All Owners are encouraged to keep their front yards neat by storing unused toys and sports equipment out of sight. No basketball hoops are allowed in the streets, alleys, sidewalks or parking strips. Basketball hoops may not interfere or hinder the flow of traffic; automotive or pedestrian. Basketball hoops permanently installed in private driveways or on home exteriors require ACC approval.
- F. HOLIDAY DISPLAYS, LIGHTS AND OTHER EXTERIOR ADORNMENTS.**
- i. No holiday displays or decorations may be installed earlier than six weeks before the pertinent holiday. All holiday displays and decorations must be removed within 30 days after the pertinent holiday.
 - ii. Any seasonal or year-round exterior decorations, displays, or adornments that appear out of character with the general aesthetics and quality of the Community are prohibited unless approved by the ACC.
- G. SATELLITE DISHES.** In accordance with FCC regulations, the Association does not review architectural applications for satellite dish installation. The Association simply requests all satellite dishes are installed as far back as possible from the front of the home while allowing adequate reception.
- H. YARD AND GARAGE SALES.** Community-wide sales are scheduled at the discretion of the Board.
- I. DISREPAIR AND CLUTTER.** No structures, equipment or other items are allowed on the exterior portions of a Unit which are rusty, dilapidated or otherwise fallen into disrepair. All cracked or broken window glass must be replaced immediately, and no window may, at any time, be covered with aluminum foil, bed sheets, newspapers, cardboard, or any other similar materials. Bikes, children's toys and games, yard maintenance equipment, and belongings other than outdoor furniture, should be removed from view of the street at the end of each day.
- J. UNSIGHTLY CONDITIONS.** For the benefit of everyone, the Association asks that all Owners be responsible for keeping their property clean and in good order. This includes:
- i. All garbage and other waste materials shall be kept in appropriate sanitary containers. It is preferred for bins to be stored out of view of the street, but bins are allowed to be stored on the side of the house behind the front façade of the home.

- ii. Garbage containers may be put out by the curb 24 hours prior to garbage pickup and must be removed from the curb within 24 hours of garbage pickup.
 - iii. No barbeques, smokers, or non-self contained outdoor heaters shall be placed or utilized on the front decks or porches of exterior homes.
 - iv. Window mounted air conditioners will be allowed only between the dates of June 1st through September 30th.
- K. VEHICLES – REPAIR AND STORAGE.** Except for vehicle repairs made in emergency situations, no vehicles may be repaired upon a Lot, and no such vehicle in need of repair will be stored on any Lot unless it is screened from view of all Common Areas and neighboring properties.
- L. VEHICLES – PARKING AND EQUIPMENT.** Parking space is limited in the Horizon Pointe Lacey HOA. Please respect your neighbors and limit parking to your garage and driveway. Do not block line of sight by parking on the corners. You may not park vehicles in fire lanes, within 10 feet of mailboxes or fire hydrants. No vehicles shall be permitted to park on the roads within the Property for a period exceeding 24 hours without the prior written permission of the Association. No long-term visitor parking is permitted. Please refer to Article 10.1(d) of the Covenants for full details.
- M. RVs, BOATS, AND COMMERCIAL VEHICLES.** No structure of a temporary character, trailer, recreational vehicle, boat, boat trailer, panel truck, bus, camper or camping trailer, tent, shack, barn or other outbuilding, shall be either used or located on any Lot, or on a Street, at any time or used as a residence either temporarily or permanently. These must be parked either in a garage or off-site. You may request special accommodations from the Association Manager to prepare for departure or return from travel.
- N. QUIET HOURS.** To preserve an enjoyable environment for all residents of the Horizon Pointe Lacey HOA, the quiet hours of the community are between 10:00 PM and 7:00 AM.
- O. HOUSEHOLD ANIMALS.** No animals, livestock or poultry of any kind shall be kept on any Lot except dogs, cats, or other household pets; provided that they are not kept, bred or maintained for commercial purposes. No more than two (2) dogs and cats shall be allowed per Lot. All household animals shall be restrained to an Owner’s Lot and not allowed to run at large. Leashed animals are permitted within rights-of-way and Common Areas when accompanied by their Owners. Owners shall be responsible for cleaning up any and all of their animals' waste on the Property, including on the respective Owner’s Lot.
- P. FIREWORKS.** No use or discharge of firecrackers and other fireworks is allowed. Please see: <http://www.codepublishing.com/WA/Lacey/#!/lacey09/Lacey0920.html#9.20.030>
- Q. FIRE PITS.** No fire pits using wood fuels are allowed in accordance with the Olympic Region Clean Air Agency. <https://www.orcaa.org/burning/burning-in-lacey-olympia-or-tumwater/>
- R. LEASING/RENTING OF RESIDENTIAL UNITS.** An entire Lot may be leased by an Owner provided the following conditions are satisfied:
- i. No short-term rentals (such as Airbnb) are allowed.
 - ii. No portion of the Lot other than the entire Lot may be leased.
 - iii. The lease or rental agreement must be in writing and shall be for a term of no less than one hundred-twenty (120) days.
- S. SHEDS/STORAGE SPACES** Backyard sheds and storage spaces are limited to 10’x12’x9’H. Placement must allow room for mowing between fences and homes.
- T. SOLAR PANELS**
- i. Must be the same or darker shade than the roof and especially not white.
 - ii. Must be mounted below the roofline.
 - iii. Mounting and connecting hardware including any panels must be effectively the same color

as the panel except that any connecting hardware going down the side of the home should be painted the same color as the wall.

- iv. To prevent the sun being reflected into a neighboring home, at no time may the sun be reflected below the roofline of any home in the development.
- v. No installation is permitted on the slope of the roof facing the road in front of the home

U. COMMON AREA OPEN SPACES. Common Areas of the Association, including parks, are for the use and enjoyment of all Owners of the Association. Common Areas are maintained by the Association. All Common Area parks and open spaces are open from dawn to dusk. When using the Common Areas and parks, please be sure to adhere to the rules and regulations as outlined below:

- i. Pick up your trash. Be respectful of your neighbors and take your trash with you, especially pet waste.
- ii. Animals must be on-leash at all times. No animals may be allowed to roam off-leash in the Horizon Pointe Lacey HOA.
- iii. Owners will be held accountable for any vandalism done to Common Areas or reckless actions taken by their minor children.
- iv. Signs & structures may not be placed in the public right-of-way or in Common Areas and may not interfere with the flow of traffic.

ENFORCEMENT POLICY **WITH FINE AND FEE SCHEDULE**

A. Fine Schedule. If the Board receives information (such as a written complaint) suggesting that there has been a violation of the Governing Documents, the Board (or committee with authority to act for the Board or the Associations' managing agent), after reasonable inquiry into the circumstances surrounding the allegations, may propose a fine according to the following schedule:

1. First violation in any 30-day period: Warning Letter. Except as provided in subsection 1(a) below, a violation of the Association's governing documents will result in a written notice of violation and warning that continuing or future violations will subject the Owner to fines as set forth below. Some situations may require immediate action on the part of the Owner, but unless otherwise stated in the Warning Letter, Owners will have up to thirty (30) days to correct the violation.

a. A first violation of CC&Rs Section 10.1(b) and 10.1(d) will be subject to a \$50.00 fine. The owner will be sent a Violation Letter notifying of the imposition of the fine.

Section 10.1(b) "Other Items. No structure of a temporary character, trailer, recreational vehicle, boat, boat trailer, panel truck, bus, camper or camping trailer, tent, shack, barn or other outbuilding shall be either used or located on any Lot, or on Street, at any time or used a residence either temporarily or permanently."

Section 10.1(d) "Parking. Adequate off-street parking for at least four (4) cars shall be provided on each Lot. At a minimum, a two (2) car garage will be provided, plus a driveway for two (2) additional cars. No vehicles shall be permitted to park on the roads within the Property for a period exceeding 24 hours without the prior written permission of the Association. No vehicle may be parked on any Lot, except on designated and approved driveways or parking areas, which areas shall be hard-surfaced. Any additional parking added after the initial landscaping shall be hard surfaces and constructed only in accordance with a site plan approved by the committee. Only the cars of guests and visitors may be parked on the Streets. All other vehicles shall be parked in garages or on driveways located entirely on a Lot."

2. Except as provided in subsection 2(a) below, a second violation of the same or similar type or a violation not corrected within the time expressed in the warning letter shall be subject to a \$50.00 fine. The owner will be sent a Violation Letter notifying of the imposition of the fine.

a. A second violation, or a violation not corrected within the time expressed in the Violation Letter, of CC&Rs Section 10.1(b) and 10.1(d) (see above) will be subject to a \$250.00 fine.

3. Any Lot Owner receiving a Violation Letter may request a hearing before the Board in accordance with the procedures set out in section B below.

4. Except as provided in subsection 4(a) below, continuing violations of the same or similar type or failure to take corrective action as set out in the Warning Letter, Violation Letter or other correspondence from the Board or its managing agent, may be subject to monthly fines of up to \$100.00 until corrective action is taken.

a. Continuing violations CC&Rs Section 10.1(b) and 10.1(d) or failure to take corrective action as set out in the Violation Letter or other correspondence from the Board or its managing agent may be subject to monthly fines of up to \$400.00 until corrective action is taken.

5. All Warning Letters or Violation Letters will be sent to the Owner at the Lot address or alternate address previously given in writing by the Owner to the Secretary of the

Association and may be sent by the Board, Association manager, or attorney in accordance with the Governing Documents.

6. Owners are responsible for their guests, tenants, agents, contractors and invitees. If a non-owner occupant of a Lot is in violation of the Governing Documents, the Warning Letter, Violation Letter, or other notice will be sent to the Owner at the Lot address unless an alternative address has previously been given in writing to the secretary of the Association. The Lot Owner is responsible for notifying his or her tenants or occupants, for paying any fines, and for taking corrective action.

B. Opportunity for Hearing. An Owner who has been sent a Violation Letter may request a hearing on the violation by sending a written request to the Board within ten (10) days of the date appearing on the Warning Letter. 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 manner.

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 or a specially appointed committee (hereinafter "Hearing Committee") regarding the proposed action or fine. The hearing shall be set not less than ten (10) nor more than thirty (30) days of the receipt of the timely request for hearing and shall be set between the hours of 8:00a.m. – 8:00p.m. unless the Board and the affected Owner otherwise mutually agree upon a date and time for the hearing. The Notice of Hearing shall include (a) a statement of offense, (b) the proposed action and/or fine, (c) the date, time and place of the hearing, (d) any time limits upon the presentation of evidence; and (e) whether the affected Owner may offer a written statement in lieu of appearance.
2. Attorneys. If the Owner intends to have an attorney present at the hearing, the Owner must notify the Board seven (7) days prior to the hearing so that the Association may also have counsel present.
3. 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 disputing the violation. Specific time limits may be set out in the Notice of Hearing. Additional time may be granted by mutual agreement of the parties. Presentation of evidence or argument shall be subject to reasonable rules of procedure established by the Board or Hearing Committee to assure a prompt and orderly resolution of the issue. Other Owners may be allowed to present evidence or argument demonstrating the violation or in favor of the imposition of fines in accordance with procedures established by the Board or Hearing Committee, or at the discretion of the Board or Hearing Committee.
4. Decision of the Hearing Committee. Within a reasonable time, the Board or Hearing Committee will meet in executive session to make its decision on whether a violation has been committed, and shall endeavor to send the Owner notice of its decision in writing in the same manner in which the notice of the meeting was given within 14 days of the hearing. Any fines imposed after a hearing shall become due on the first of the month following the notice of the Board or Hearing Committee's decision unless the notice of decision states otherwise.

5. **Multiple Violations prior to Hearing.** One or more violations of the Governing Documents and/or proposed fines may be combined and heard in one enforcement hearing, if convenient to the Board or Hearing Committee. Once a hearing is set for one or more alleged violations, additional alleged violations and fines 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 or Hearing Committee.
6. **Additional Violations after Hearing.** An Owner is entitled to one hearing per type of violation. A request for an additional hearing may be denied if the Board or Hearing Committee determines that the violations are continuing in nature and that no evidence that could be presented by the Owner would change the previous decision of the Board or Hearing Committee. Notice that a request for hearing has been denied may be sent in the manner of a Notice of Hearing.

C. No Waiver / Not Exclusive Remedy. The forgoing shall not be deemed a waiver of any right to enforce the Governing Documents. At the reasonable discretion of the Board, the Association may take immediate enforcement action as allowed by the Governing Documents or by law. The sanctions, fines, fees, interest and penalties set out herein are in addition to, and not in lieu of, other remedies or sanctions available to the Association by law or by the Governing Documents.

D. Fines are 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 under this schedule constitute assessments and may be enforced as such, including the imposition of late fees and interest if authorized by law or the Governing Documents.

E. Cost Incurred in Collection are Assessments. In addition to the sanctions set forth above, all costs incurred, including but not limited to attorneys' fees, interest, recording fees and other costs incurred in collecting these fines constitute assessments to the owner who causes the Association to incur such costs.

This Enforcement Policy with Fines and Fee Schedule was adopted by the Board by resolution dated **February 10, 2016.**

**FOR A CURRENT ACC APPLICATION AND CURRENT FENCE GUIDELINES,
PLEASE VISIT THE HOMEOWNER RESOURCE CENTER AT:**

WWW.HORIZONPOINTELACEYHOA.ORG

Board Adopted October 21, 2021