

THE NARROWS HOMEOWNER'S ASSOCIATION

RULES AND REGULATIONS

(Adopted November 8, 2022)

The intent of the Rules and Regulations of The Narrows Homeowners Association is to promote common sense and courtesy in the members' actions and attitudes. They are not meant to limit conduct, but rather to protect the common interest in the property, and to assist in enforcement of the Declaration of Covenants, Conditions and Restrictions.

1. Vehicle Parking and Storage. No trailers, mobile homes, trailered or non-trailered boats, or recreational vehicles of any size or type, or any inoperable or unregistered motor vehicles shall be allowed to be stored on the properties or any lot, street, or common area, unless they are enclosed within a garage and isolated from public view. Notwithstanding the above, a homeowner may park a recreational vehicle or trailer on a lot for a period not to exceed 48 hours for purposes of unloading or loading. If an owner anticipates that additional time may be needed, exceptions may be granted upon application for an extension explaining the circumstances to the Board of Directors ("BOD"). Approval of the extension will be on a case-by-case basis. Bona fide guest recreational vehicles are exempt from this provision for a period not to exceed one week. The HOA may remove, or cause to be removed, any unauthorized vehicle at the expense of the homeowner, in a manner consistent with law. (See CC&R Article 10.20 & Article 10.21)

As outlined above, trailers, mobile homes, boats and recreational vehicles, and inoperable vehicles are not permitted to be allowed or stored on any street. A homeowner may, however, park an operable motor vehicle on the street abutting their Lot for a period not to exceed a week.

No repair or dismantling of any motor vehicle is permitted except within a garage on the premises.

2. Signs. No signs of any kind shall be displayed to the public view on any lot except one sign of not more than 4 square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. Signs by maintenance, repair, and landscape contractors are not permitted at any time. Political yard signs of not more than 5 square feet are allowed during campaign periods, the number of which must be reasonable, subject to the discretion of the BOD. This rule is not intended to prohibit a sign notifying of an alarm system or similar security measures so long as the size and placement of the sign is reasonable in the discretion of the BOD.

3. Flag Display Guidelines. The following are guidelines extracted from the "Flag Code" prepared by the US Government to address the proper display of the National Flag of the USA:

- a. The flag is normally displayed from sunrise to sunset, except on patriotic occasions when it may be flown 24 hours a day provided it is illuminated during hours of darkness.
- b. The flag should not be flown during inclement weather unless it is of all-weather material.
- c. When flags of states, cities, or localities, or pennants of societies, are flown on the same halyard with the US flag, the latter must be at the peak. The BOD recommends that the US flag be flown at all times when another is flown.
- d. The flag should never touch anything beneath it, such as the ground.
- e. The flag must never have other objects attached to it (no insignias, designs, medals, etc.).

4. Pets. Dogs, cats or other conventional household pets may be kept in accordance with Article X, Section 10.4 of the CC&Rs. Dogs and cats are not to exceed a combined total of three. No outdoor kennels, cages, goats, pigs, roosters, or horses are permitted. All pets are to be controlled by the homeowner and kept on homeowner's property, unless being walked at which point must be kept on a leash. Pursuant to the CC&Rs and subject to ACC approval, a small dog run will be allowed if properly screened and landscaped.

Following a minimum of 30 days' notice and an opportunity to be heard at a hearing called for such purposes, the BOD may institute legal action to require the removal of any animal or cause such animal to be removed at the expense of the homeowner of the animal, including reasonable attorney's fees, when, in the BOD's sole determination, the animal is disturbing other homeowners unreasonably or poses an unreasonable risk of harm to the other homeowners. The BOD may exercise this authority for specific animals even though other pets are permitted to remain

Individuals must pick up after dogs and cats in all common areas and on residents' property.

5. Garbage. Garbage, refuse, rubbish, and debris must be kept in an attractive city provided container, and shall be stored in the garage, in a pre-existing shed, behind the front plane of the home, or against the side or backside of the home. If possible, containers should be suitably screened and obscured from the street. Containers should not be stored or kept against or in front of any front facing surface of the home unless a written exception is obtained from the BOD. Containers cannot be stored in garden beds, on the lawn, or in the driveway.

6. Rentals. Homeowners are allowed to rent their home, provided the residence has been owner occupied for at least 18 months, homeowners and tenants are bound by the terms of the CC&Rs and the following guidelines:

a. Homeowners must provide a set of the CC&R's, Bylaws, these Rule and Regulations, and the ACC Rules and Regulations ("Governing Documents") to renters prior to their tenancy.

b. All leases or rental agreements must provide that the lease or rental agreement is subject to the Governing Documents and must be for a term of no less than 30 days. A violation of the Governing Documents will constitute a violation of the lease.

c. In the event that a tenant violates any term of the Governing Documents, the homeowner will remain liable for any tenant infractions of violations, including unpaid fines.

d. Tenants must communicate any Association requests to the BOD, or the ACC, through the homeowner. The ACC and the BOD will not consider any requests made only by the tenant.

e. In the event of two (2) violations within a ninety-day period or three (3) infractions during any twelve (12) month period, regardless of whether the infractions are the same, the BOD may demand termination of the tenant, regardless of whether the infractions are cured by the tenants or the homeowner. In the event the homeowner cannot be reached, at the discretion of the BOD, appropriate actions will be taken with the necessary authorities.

f. The homeowner must provide a copy of each rental agreement or lease to the BOD. Failure to do so will be considered a violation of the Governing Documents.

g. The homeowner must provide contact information for both the tenants and the homeowner or property management agent to the BOD.

7. Architectural Control Committee. **CONSULT THE COMMITTEE PRIOR TO UNDERTAKING ANY PROJECT TO DETERMINE IF APPROVAL IS REQUIRED. DETAILED ACC RULES AND REGULATIONS, AND APPLICATIONS ARE AVAILABLE FROM THE COMMITTEE OR BOD** (e.g., modification of any dwelling, building, shed, fence, deck, driveway, solar device, awning, patio, patio cover, gazebo, arbor, pergola, or like item; major landscaping, generators, air conditioners, heat pumps, or any other outdoor structures or equipment; and painting of home or outdoor structures).

8. Home exteriors, improvements, and landscaping must be regularly maintained by each homeowner to the typical standards of the entire community. This includes routine mowing, edging, and fertilizing. Failure to maintain in accordance with the standards may subject the owner to enforcement by the Association, pursuant to Article VI, Section 6.2 of the CC&Rs, and/or fines, as outlined herein.

9. Disturbances. (Art. X, Section 10.10). No noxious or offensive activity shall be carried out on any lot or common areas, nor shall anything be done therein which may be or become an annoyance or nuisance to other owners or to the public, including excessive noise. The volume of stereos, radios, televisions, musical instruments, voices, etc. must be such that it does not disturb anyone on any other lot.

In the spirit of being courteous neighbors to each of the residents and guests within the community, it should be generally understood that Narrows quiet hours are from dusk until dawn.

10. Complaint Procedures. It is the responsibility of each owner to know the terms and provisions of the CC&Rs, Bylaws, and Rules and Regulations of the Association. Each owner is responsible for advising tenant or guests of the Owner of any provision of the Governing Documents which apply to them. The Rules and Regulations are provided as a supplement and are not meant to relieve any owner from the obligation to know the provisions of the Declaration and Bylaws. Owners shall also comply with all statutes, ordinances and the requirements of all municipal, state, and federal authorities now in force or which may hereafter be in force.

Any member or a resident may write a letter to the BOD giving a full and detailed account of the problem, including who, what and where. These matters will be reviewed by the BOD, which will have the responsibility and authority to make a final determination on and conclusive disposition of the matter, including the issuance of "Notices of Violation" and fines as appropriate.

a. Any member or resident filing a complaint must identify themselves.

b. Any member or resident filing a complaint still has the right to file a complaint with the police or other civil authorities.

c. The Board reserves the right to reject any Complaint if it is of a frivolous nature; its intent appears to be harassment; or it is vague and lacking in necessary details.

11. Enforcement Procedures on Violations of Governing Documents. The Board of Directors and/or managing agent, within ten (10) working days of receipt of a complaint, or upon Board or ACC observation and documentation thereof, will mail a letter to the member and/or resident in violation stating the nature of the violation and the penalty, if any. Failure by the Association to enforce any of these Rules and Regulations shall not be deemed a waiver of the right to do so thereafter.

a. The name and lot number of the person filing the complaint will not be released, except to the BOD.

b. Copies of the letter will be mailed to the owner of the Lot(s) in question and kept in the BOD file for the Association.

c. The letter shall include a statement providing the resident alleged to be in violation an opportunity to respond to the alleged violation. Any Owner has the right to a hearing before the Board of Directors at any reasonable time during the enforcement process.

d. If a fine is levied and not paid, it will be collected as a delinquent assessment and a late charge may be added for each month the assessment remains unpaid.

e. In the event that any Owners' Lot is not maintained in accordance with their maintenance obligations under Article VI, Section 6.2, upon 2/3 of the vote of the Board the Board shall have the right through its agents and employees to enter the Lot and clean, repair, maintain and restore the Lot, the costs of which shall be the responsibility of the Owner. Such action shall not be undertaken until thirty (30) days' notice has been provided to the Owner.

12. Fine Structure.

a. On receipt of the First Complaint, or upon the initial observation of a violation by the BOD, a warning letter will be sent without a fine. This will be a courtesy notice reminding the owner of his/her obligations under the Association's governing documents and specifying the specific time frame to come into compliance and warning of an impending fine if compliance is not achieved.

b. In receipt of the Second Complaint regarding the same violation or upon failure of the Owner to address the violation following receipt of the First Complaint, a letter will be sent confirming a fine in the amount of \$50.00. This letter will also warn of additional impending fines and costs if compliance is not achieved in the specified time.

c. On receipt of the Third Complaint regarding the same violation or upon failure of the Owner to address the violation following receipt of the Second Complaint, a letter will be sent confirming an additional fine of \$100.00. This letter will again warn of additional impending fines and costs if compliance is not achieved in the specified time.

d. On receipt of the Fourth Complaint regarding the same violation or upon failure of the Owner to address the violation following receipt of the Third Complaint, a letter will be sent confirming an additional fine of \$150.00. This letter will again warn of additional impending fines and costs if compliance is not achieved in the specified time.

e. Subsequent fines will be determined by the Board of Directors.

f. All fines will be added to the Lot Owner's dues and payable the first month following the violation.

THE NARROWS HOA

Collections Policy

(Adopted November 8, 2022)

ROUTINE BILLING AND COLLECTIONS:

Bills for regular annual dues will be rendered each year 30 days prior to the initial due date of March 31st.

Special assessments carry the same payment obligations as regular dues and are due and payable within 30 days of being rendered to the resident. The same penalties and interest apply to special assessments as to regular assessments.

PAST DUE ACCOUNTS - LEVEL 1:

Payments are due on March 31st and are past due 30 days after the due date. The CC&Rs call for a 5% penalty for late payment and a 1% per month interest charge.

PAST DUE ACCOUNTS - ESCALATION 1:

The board will issue of 30-day notice of intent to file a lien on past due accounts over 30 days after its due date.

PAST DUE ACCOUNTS - ESCALATION 2:

Accounts that are 3 or more months in arrears will be subject to a lien being filed with Pierce County. The resident will be subjected to additional expense in the form of the actual cost of filing the lien, attorney or associated legal fees and any expenses incurred filing the lien (notary, courier, bridge tolls, mileage etc.). These will all become a portion of the collectible balance and will be subject to the same late fees as regular dues.

Liens will only be lifted when dues are cleared in full or in conjunction with a bona fide escrow account in the case of the sale of the home. Payments must be made by Guaranteed funds (i.e., Cashier's Check) or there will be a 10-day waiting period before the release of lien is filled with the county.

PAST DUE ACCOUNTS ESCALATION 3:

If it is determined that the account will be turned over to outside collection efforts, the residents will be sent a final 30-Day notice by certified mail, return receipt. The selection of the collection method to be used will be explained in the letter with the options the homeowner has to clear the obligation. Once turned over to the collection service the board or its representatives will defer **all** communication to the agency involved in the collection process in order to ensure that all collections laws of the state and federal regulations are complied with.

Initial collections actions will be at the recommendation of the HOA's attorney(ies), agreed to by the HOA Board and follow all statutes enacted by local, state or federal governing entities.

PAST DUE ACCOUNTS ESCALATION 4:

Further legal actions to be considered and undertaken to affect the collection of obligations due to the HOA will be on the advice of the HOA attorney(ies) and agreed to by the HOA Board. The actions to be undertaken may be to the fullest extent allowed by law.

PAST DUE ACCOUNTS SPECIAL CONSIDERATIONS:

In cases where the HOA has received notification of bankruptcy or foreclosure, collection efforts may be restricted. Consulting with the HOA's attorney(ies) is required in this situation.

If a home is foreclosed on by the lending financial institution communication directly with the lender needs to be initiated. Depending on the process used we may still be able to collect 100% of outstanding obligations via the lender, however, note that the law currently indicates that the homeowner still holds the obligation, and we may need to continue to pursue collection through the homeowner.