

RULES AND REGULATIONS
Lyons Park Homeowners Association
Updated September 2012

a. **Collection Policy** (see 6.11 of the CC&R's: "Enforcement of Assessment Obligation; Priorities; Discipline" for original language)

The payment due dates for Lyons Park Homeowners Association assessments are:

1st Payment	due and received	on or before	February 28th
2 nd Payment	due and received	on or before	May 31st
3 rd Payment	due and received	on or before	August 31st
4 th Payment	due and received	on or before	November 30th

****PLEASE NOTE LATE CHARGE EXPLANATION BELOW**

Unfortunately, due to past due accounts which include water, sewer & garbage costs, the Association will no longer tolerate non-payment; therefore fines and fees will be implemented. If any part of any assessment is not paid and received by the Association on or before the due date, your account will be charged the following:

- Late charge equal to ten percent (10%) of the Assessment, but not less than \$10, each month the assessment payment is not paid in full within 10 days of the due date, and
- Compound interest at the rate of **12% percent** annually after 30 days late will be charged on the assessments and late charges
- Returned checks will be subject to a \$40.00 NSF fee

Each unpaid assessment shall constitute a lien on the respective real property prior and superior to all other liens except: 1) all taxes, bonds, assessments and other levies which, by law, would be superior thereto; and 2) the lien or charges of any mortgage of record made in good faith and for value. Such lien, when delinquent, may be enforced by foreclosure and sale by the Association, its attorney, or any other person authorized by this Declaration or by law to make the sale, after failure of the Owner to pay such Assessments, in accordance with the provisions of applicable law to the exercise of powers of sale in deed of trust, or by judicial foreclosures as a mortgage, or in any other manner permitted by law.

- **You will receive notice of the Intent to Lien if assessments, together with interest, costs, penalties and actual attorney's fees are 31 days or more past due (including the 10 day grace period); and a \$50 fee will be assessed to homeowner;**
- **A Lien will be recorded if assessments, together with interest, costs, penalties and actual attorney's fees are 61 days or more past due. A Lien Processing Fee of \$125.00 and filing fee (mandated by Spokane County) will be assessed to homeowner;**
- **Litigation and/or Foreclosure will be initiated if assessments, together with interest, costs, penalties and actual attorney's fees are 91 days or more past due. If such action becomes necessary, all fees and costs incurred will be sought from homeowner; including Collection Fees.**

Any monies paid which do not cover all past due assessments plus late charges and other penalties will be applied in the following priority unless specifically designated otherwise:

1. Assessments;
2. Late Fees;
3. Other fines and penalties;

4. Attorney fees and costs; and
5. Interest.

The Association, acting on behalf of the property owner, shall have the power to bid for any property at the foreclosure sale, and to acquire and hold, lease, mortgage, and convey the same. The foreclosing party shall have the right to reduce or eliminate any redemption rights of the defaulting owner as allowed by law. Suit to recover a money judgment for unpaid assessments, rents and/or attorney fees shall be maintainable without foreclosing or waiving the lien securing the same. The Board may impose reasonable monetary penalties including actual attorney fees and costs and may temporarily suspend the Association membership rights of any owner who is in default in payment of any assessment, after notice and hearing according to the Bylaws.

b. Transfer Fees

Upon any sale or transfer of a Unit, the transferor shall pay a transfer fee to the Association in the amount of \$100 in order for the Association to pay for the document preparation and processing necessary to update the Association's records.

c. Covenant Violation Policy

Reporting of Violations: Violations are reported a number of different ways. The most common way is during an inspection done by the management company. Other ways include but are not limited to board member contact, call-ins and/or e-mails from fellow homeowners/residents.

If you are in violation of any rule in the governing documents (i.e. Articles of Incorporation, By-Laws, Covenants, Conditions & Restrictions [CC&R's], or Rules and Regulations), you will receive notice(s) and/or fining as described below:

Courtesy Letter: The first time an alleged violation is noted either by inspection, call-in or email, a courtesy letter is sent out describing the alleged violation and asking for correction of the alleged violation within a specific time frame.

Notice of Violation: If the alleged violation has not been corrected in the time frame described in the "Courtesy Letter", it is assumed to be a valid violation and a "Notice of Violation" is sent with a specific time frame for correction. This letter also includes a description of the similar and/or continuing violation, governing document reference, explanation of the fining process, and information on how to request a hearing from the Board regarding the violation.

Fine Notice: If the violation described in the "Notice of Violation" has not been corrected in the time frame required, a "Fine Notice" is sent to the homeowner. In the "Fine Notice", a specific dollar amount is assessed to the homeowner (based on the number of times the homeowner fails to correct the violation; please see Table "A" below). The "Fine Notice" includes a specific time frame to correct the violation, includes a description of the similar and/or continuing violation, governing document reference, and explanation of the fining schedule as noted in Table "A".

Table "A"

\$100.00	First Violation
\$250.00	Second Similar and/or Continuing Violation
\$500.00	Third Similar and/or Continuing Violation
\$1,000.00	Fourth and Subsequent Similar and/or Continuing Violations

Hearing Request: If you dispute the validity of the violation, you will have seven (7) days from the first "Fine Notice" in which to request a hearing. If you fail to do so your right to dispute the fine will be deemed waived and the fine will be final. If at the hearing, the violation is ruled valid, the next level of fine will be imposed if the violation is not corrected within the time frame decided by the board at the

hearing. Fines shall continue as described under “Fine Notice” if violation remains uncorrected. Any unpaid fines will be sent to an attorney for collection after 90 days. Said collection will also result in attorney fees and costs being charged to you. To schedule a hearing, please contact the management company via email or first-class mail.

d. **Vehicles** (see 8.4 of the CC&R’s: “Vehicle and Equipment Restrictions” for original language)

Car Repairs: No car repairs are permitted on the property (including the streets), except within the confines of homeowners’ garage. All vehicles which are inoperable or unlicensed and parked in sight of the community shall be subject to fine.

e. **Animal Waste Pick-up** (see 8.6 of the CC&R’s: “Lot Maintenance” for original language)

Homeowners are responsible for picking up after their pet **each time** they eliminate. If a homeowner does not pick up after their pet and they are reported, a \$25 fee will be assessed. If it is necessary for the Maintenance Personnel to pick up the waste, a \$50 fee will be assessed to the homeowner each occurrence.

f. **Garbage** (see 8.6 of the CC&R’s: “Lot Maintenance” for original language)

No trash is to be stored outside of your home except within trash cans and stored out of sight of the community either by placing in a garage or behind a fence. Failure to move your garbage can, recycle bin and/or yard waste container out of sight of the community, within 24 hours after collection, will result in a \$25 fine per occurrence.

g. **Holiday Lights**

Holiday lights and/or decorations must be removed no later than 10 days after the celebrated holiday, except in case of extreme weather conditions that would make removal of lights dangerous to the homeowner. If extension cords are used to power street tree lights and/or décor, a rubber trip mat must be placed over the cords for safety of walkers.

h. **Fire Pits**

Because chimneas, patio warmers, and other backyard burning devices are gaining in popularity, the following rules have been adopted for the protection of the Association and its’ homeowners. By definition a recreational fire means a small fire, limited to cooking fires and campfires, using charcoal, natural gas, propane or clean, dry, natural firewood, and which occurs in designated areas on public land, or on private property. Recreational fires may be no larger than 3 feet in diameter. Fires for debris disposal are not considered recreational.

Rules to follow while burning recreational fires within Lyons Park Homeowners Association

1. Burning of recreational fires is only allowed in screened fire pits, chimneas or patio warmers that do not exceed three feet in diameter. Pits must be a sufficient distance from fence as to avoid fire danger from sparks and/or embers and to avoid smoke from entering neighbor’s homes.
2. The only legal fuel to burn is charcoal, natural gas, propane or firewood. The wood must be dry, clean and natural (untreated) wood or manufactured logs. The fire cannot be used as a disposal fire – i.e. paper, natural vegetation, yard debris, garbage, etc. – cannot be burned in a recreation fire.
3. Burning isn’t allowed during an outdoor burn ban. Bans issued by Spokane Clean Air Agency based on air quality are reported at www.spokanecleanair.org and on the Burn Info Hotline: 477-4710. Fire marshals and other officials may also ban burning based on fire danger. You need to check with local fire officials.

4. The fire may not cause a nuisance to your neighbors (i.e. excessive smoke and odors traveling onto their property).
5. When finished with recreational fire, fire must be extinguished with either a hose or fire extinguisher. This is required do to the fact that embers can still cause secondary fires to houses and property if not extinguished properly.
6. Failure to abide by these rules with result in fining based off of Table “A”. It is the responsibility of homeowner to be aware of any burn bans in the area.

i. Watering of Yards

The following rules have been established because water conservation is an important issue for the association—and not just because we want to be environmentally responsible we also want to keep assessments as low as possible.

1. Watering may only be done between the hours of 5 pm and 9 am
2. Watering may occur outside the 5 pm to 9 am rule in the case of establishing new grass and deep watering of newly planted trees or shrubs

**** Failure to set your sprinkler system to run between the hours of 5 pm and 9 am will result in a \$25 fine per occurrence.**

3. Hand watering is allowed at any time
4. Broken sprinkler heads must be repaired with in 7 days of initial break.

j. Washington State and City of Spokane Municipal Code Violations

Lyons Park Homeowners Association follows State and City Code in reference to issues not directly covered in the Rules & Regulations or C.C.R’s (Covenant, Conditions & Restrictions). If in violation of a State and/or City Code, a Notice of Violation will be sent out under *Section 8.7 Nuisances: No noxious, illegal, or offensive activities shall be carried on in any Lot, or in any part of the Property, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to or which may in any way interfere with the quiet enjoyment of each of the Owners of his or her respective Lot.*

Below is a copy of Section 8: “Use Restrictions” as found in the Covenant, Conditions & Restrictions of Lyons Park Homeowners Association, recorded March 1, 2002.

8.1 Single-Family Residential Use. No residential Lot shall be occupied and used except for single-family residential purposes by the Owner and his or her family, or by a single-family tenant; provided that the Declarant, in its discretion, shall have the right to designate certain Lots for multifamily or condominium construction, or for commercial use.

8.2 Animals. No animals shall be raised or maintained within any Lot, except that no more than two (2) cats and two (2) dogs may be kept on any Lot.

8.3 Temporary Structures. No trailer, tent, shack, camper, or other outbuilding or structure of a temporary nature shall be used as a residence. As used in this Paragraph the term "residence" shall mean substantially continuous occupancy for any period of two (2) weeks or longer.

8.4 Accessory Buildings. Accessory buildings such as storage structures and detached garages, which are incidental to a primary residence, may be constructed only with the written consent of the Architectural Review Committee. The Committee may prohibit such structures.

8.5 Further Subdivision Prohibited. No Lot shall be further subdivided (other than in connection with the creation of a condominium regime if allowed by the Declarant). No Owner shall bring any action for partition or division of any Lot. Judicial partition by sale of a single Lot owned by two or more persons and division of the sale proceeds is not prohibited hereby (but physical partition of a single Lot is prohibited).

8.6 Lot Maintenance. Each Lot and all improvements and landscaping thereon shall be maintained in a clean, neat and orderly condition and in good repair at all times. All rubbish, trash and garbage shall be regularly removed from the Project, and shall not be allowed to accumulate thereon. Trash, garbage and other waste shall not be kept except in sanitary containers, which shall be kept screened and concealed from the view of other Lots and the public right of way.

8.7 Nuisances. No noxious, illegal, or offensive activities shall be carried on in any Lot, or in any part of the Property, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to or which may in any way interfere with the quiet enjoyment of each of the Owners of his or her respective Lot.

8.8 Vehicle and Equipment Restrictions. No utility trailer, boat trailer, camper or other trailer, mobile home, commercial vehicle, bus, truck (other than standard size pickup truck), inoperable automobile, boat, or similar equipment, and no Vehicle which is in an extreme state of disrepair, shall be permitted to remain on the street or on any Lot other than temporarily (as for purposes of loading and unloading of passengers or Personal property), unless placed within an enclosed garage or placed in the rear yard and screened from view. No noisy or off-road, unlicensed motor vehicles shall be maintained or operated upon the Property, except such recreational vehicles as may have been approved by the Board.

8.9 Sidewalks and Pathways. It shall be the responsibility of each Lot Owner to maintain the sidewalks, walkways, and paths that are located within their individual Lots Maintenance shall include repairs, snow removal, and ensuring no obstructions or barriers exist across or adjacent to sidewalks and pathways.

8.10 Signs. Signs advertising Lots for sale or rent may be displayed on the Property without prior approval of the Board provided that such signs shall be of reasonable and customary size. Except as expressly permitted by this Paragraph, no signs shall be displayed to the public view on any Lots or on any portion of the property, unless first approved by the Architectural Control Committee in its discretion. Political signs are an expression of free speech and are permitted. Such signs shall be removed within 24 hours of the election for which they were intended.

8.11 Leasing of Lots. Any Owner may lease his or her Lot to any tenant or lessee under such terms and conditions as they may agree, except that no lease or rental agreement shall relate to less than the whole of any Lot (except in the case of a multi-family structure, such as an apartment building, or in the case of a multi-unit commercial Lot) Any lease or rental agreement shall be in writing and shall by its terms provide that it is subject in all respects to the Project Documents. Any failure by a lessee to comply with the terms of the Project Documents shall be a default under the lease, whether or not it is expressed therein, and the Owner shall be liable for any costs incurred which result from the lessee's actions.

8.12 Radio and Television Antennas. No Owner may be permitted to construct, use, or operate his own external radio, television antenna, or other electronic antenna without the consent of the Architectural

Review Committee. All "Dish" antennas shall be approved for size and shall be located in a non-conspicuous location as designated by the Architectural Review Committee.

8.13 Clothes Lines. No exterior cloths lines shall be erected or maintained without the consent of the Architectural Review Committee.

8.14 No Warranty of Enforceability. While Declarant has no reason to believe that any of the restrictive covenants contained in this Article 8 or elsewhere in this Master Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenant. Any Owner acquiring a Lot in the Project in reliance on one or more of such restrictive covenants shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot agrees to hold Declarant harmless there from.