

# AMENDED BYLAWS OF HOMEOWNERS MANUAL

## Villas at Big Trout Condo Association

Revised: December 2018

Including revised collection of dues policy

### Revised Collection Policy

Coupons are mailed in January of each year for all assessments throughout that year. Late statements may be sent for any homeowner who owes more than one full assessment.

Association assessments are due monthly as follows:

Due 1 <sup>st</sup> day of each month	Late charges if payment <b>received</b> 45 days past due date	Late charges \$25 plus 15% interest per month until paid
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### Checks returned for any reason will be subject to a \$40 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 may receive a notice of intent to lien if assessments are 60 or more days past due. A \$50 fee will be charged to your account for the intent to lien.
- A lien will be recorded if assessments are greater than \$500 and more than 90 days past due. A fee in the amount of at least \$200 will be charged to your account for filing the lien.
- 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:
  - Assessments;
  - Late Fees;
  - Other fines and penalties;
  - Attorney fees and costs; and
  - Interest
- The association reserves the right to send any homeowner delinquent in their assessments to a third party collection agency once the lien has been filed. Third party collection agencies may have their own fees and interest in addition to that charged by the association.
- Foreclosure and/or litigation may be initiated if assessments are 180 days or more past and the lien has been filed. If such action becomes necessary, all fees and costs incurred will be sought, including a \$150 initial legal processing fee.

- The association 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 of directors 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 of payment of any assessment, after notice and hearing according to the Bylaws.

### **Covenant Violation Policy**

If you are in violation of any covenant you will receive a courtesy notice of violation in the mail. If you correct the violation within the time noted in your Notice of Violation letter, the issue will be considered resolved.

If you fail to correct the violation within the time allowed you will receive a final notice of violation letter. If you continue to fail to correct the violation you will receive an initial notice of fine. The schedule of fines is as follows:

First Violation:	\$100.00
Second Similar Violation:	\$250.00
Third Similar Violation:	\$500.00
Fourth and All Subsequent Similar Violations:	\$1,000.00

If you dispute the fine/violation, you will have fourteen (14) days within 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 you request a hearing, the violation and fine will be determined at a hearing by the Board, and the Board's decision shall be final. Unpaid fines will be sent to an attorney or third party collection agency for collection. Said collection may also result in attorney fees, additional interest, and costs being charged to you. To request a hearing, contact the property manager at (509) 252-7507 ext. 101.

*NOTE: the Collection Policy was amended in 2018, a copy of which is included in the preceding 2 pages. As such, the emended language has been redacted for clarity. The remainder of the Rules and Regulations remain intact and enforceable.*

**RULES AND REGULATIONS  
Big Trout Condominium Association  
Updated July 2013**

a. **Collection Policy** (see 6.1 of the CC&R's: "Enforcement of Assessment Obligation; Priorities; Discipline" for original language)

The payment due dates for monthly Big Trout Condominium Association assessments are:

Monthly Payment — due and received — on or before **10<sup>th</sup> of each month**

**\*\*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 of twenty five (\$25.00) dollars each month the assessment is not paid in full by the 10<sup>th</sup>; and~~
- ~~▪ Compound interest at the rate of 15% percent annually will be charged on the assessments and late charges~~
- ~~▪ Return 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 lien if assessments are 60 day or more past due; and a \$50 fee will be assessed if we have to proceed with the intent to lien process.~~
- ~~▪ A lien will be recorded if assessments are 90 days or more past due, & over \$500. A lien fee of \$125.00 will be assessed upon filing~~
- ~~▪ Foreclosure and/or litigation will be initiated if assessments are 180 days or more past due. If such action becomes necessary, all fees and costs incurred will be sought; including a \$150 initial legal processing fee~~

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** (see “Second Amendment to Declaration – Section 1)

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. Key Replacement Policy**

In the event a key is in need of replacement due to loss or theft, a fee will be charged to the homeowner, payable to the Property Management Company, and billed by Association for time and materials to replace such key. Replacement costs are as follows:

\$50.00 Mail Box Key:

\$35.00 Pool & Spa/Fitness Center Key:

Please contact the Property Management Company for replacement.

**e. Pool/Spa Rules & Regulations**

The following rules have been adopted for the safety and well being of all residents of Big Trout Condominium Association. Failure to abide by these rules can result in the confiscation of pool/fitness center key as well as fining.

- All Guests **MUST** be accompanied by a resident at all times
- No glass containers allowed in pool area at anytime
- No pets allowed
- Children under the age of fourteen (14) must be accompanied by a parent or guardian at all times while in the pool and/or spa area
- No alcohol in or around the pool fenced area
- NO SMOKING in or around pool or within 25 ft of pool area
- No swimming pool/spa use permitted outside of posted hours  
Adult Swim 7:30 AM – 9:00 AM daily  
Open Swim 9:00 AM – 10:00 PM daily
- No diapers allowed in the pool
- Pool may not be reserved for private parties
- **Use of the pool is at your own risk and no life guard is on duty**

Pool & Spa season, hours and use regulations are set by Board and may be modified without notice to homeowners. Pool/Spa hours shall be posted outside gate at all times and new hours will be posted 48 hours prior to change.

At Property Management’s discretion and with board awareness, the pool and/or spa may be shut down due to emergency and/or maintenance and a sign will be posted as such.

**f. Fitness Center**

The following rules have been adopted for the safety and well being of all residents of Big Trout condominium Association. Failure to abide by these rules will result in a fine of \$50 per incident.

- All Guests **MUST** be accompanied by a resident at all times
- No food is allowed in fitness center at anytime
- No pets allowed
- Children under the age of fourteen (14) must be accompanied by a parent or guardian at all times while in the fitness center
- NO SMOKING in the fitness center
- All equipment is to remain within the Fitness Center
- All equipment must be wiped down after use with anti-bacterial spray or wipes
- All windows should be closed and locked upon leaving the fitness center
- Air Conditioner, television, lights and radio should be turned off upon leaving the fitness center
- **Residents use the fitness center at their own risk and should consult a physician before beginning any exercise program.**

Fitness Center hours and use regulations are set by Board and may be modified without notice to homeowners.

At Property Management's discretion and with board awareness, the Fitness Center may be shut down due to emergency and/or maintenance and a sign will be posted as such.

g. **Vehicles** (see 8.4 of the CC&R's: "Vehicle and Equipment Restrictions" for original language)

There is a limited amount of parking spaces available. Residents must park in designated areas only. Residents must take care to be sure that parked vehicles do not leak oil or other fluids in the garages or outside parking areas. Resident will be responsible for the cleaning of any damage. If cleaning is done by Management Company, homeowner will be assessed time and materials for such cleanup payable to Management Company. Parking is not permitted on grass, along roadways marked "No Parking", in fire lanes or any other area not designated. All signs posted with parking restrictions must be followed. Parking is at the owner's expense. Parking is limited to passenger vehicles. No boats, trailers, or storage of vehicles is permitted.

**Visitor Parking:** No long term parking allowed (48 hours maximum). Any vehicle that has not moved in 48 hours will receive a notice on the vehicle giving 48 hours to move the vehicle or asking to obtain permission for extended parking from the Property Management Company. Cars without special permission or unauthorized vehicles will be towed at owner's expense.

**Homeowner Parking Spaces:** If a homeowner's garage or carport has been blocked by another vehicle, the homeowner may have the vehicle towed. Towing, however, must be initiated by the Property Management Company on behalf of the Association. Please call your Property Management Company at the office during working hours (8 am – 5 pm, Monday through Friday) or emergency cell number after hours (After 5 pm Monday through Friday, Saturday, Sunday and Holidays).

**Driveway Parking:** Cars parked in a parking space or driveway other than the designated space sold to the unit will subject car owner to be towed at owner's expense and without notice.

**Car Repairs:** No car repairs are permitted on the property. All vehicles which are inoperable or unlicensed shall be subject to towing and removal at the owner's risk and expense.

#### **h. Garage & Storage**

**Garages:** Garages are for the storage of vehicles as parking is limited on the property. Garages should not be used primarily for storage.

**Garage Entry:** There will be a \$20 charge and a “Waiver of Liability” will need to be signed by homeowner, each time the Management Company is asked to use the master key to gain access to a resident’s garage. Fee shall be billed to homeowner and payable to the Management Company.

**Storage:** No items are permitted to be stored outside of your condominium. All items must be stored inside your home or in your garage or storage. Storage of items around air conditioning unit may cause unit to mal-function. No storage of pesticides, oils, solvents or any material deemed “hazardous” under any local, state, or federal law shall be permitted.

#### **i. Animal Waste Pick-up**

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.

#### **j. Garbage**

No trash is to be stored outside of your unit or building except within the trash cans provided by the Association through Waste Management. Failure to remove your garbage can and/or recycle bin within 24 hours after collection will result in a \$25 fine per occurrence. Trash cans must be stored in your garage or inside your storage unit and may not remain within sight of the community.

Any garbage left outside of a garage, storage unit, and/or doorway or elsewhere on the property that is not picked up by Waste Management will access a fine against the homeowner in the amount of \$25 per occurrence.

#### **k. Smoking**

Smoking is not allowed in the fitness center, pool, spa, or pool/spa deck area and within 25 feet of such. Smoking is not allowed on the stairways or to the entry corridor to the upper level units. Smoking in these areas is subject to a \$25 fine per occurrence. Although smoking is permitted on your private patio, it should be done in a manner that does not become a nuisance to other residents. Excessive smoking that becomes a nuisance to others will be grounds for fining (see Section “C”).

#### **l. BBQ’s**

Charcoal grills are not permitted for safety reasons and based on fire code. Residents using barbecue grills must monitor usage at all times. *Propane bottles greater than one (1) pound size are prohibited.* Grills must be used away from buildings. No grills are permitted in the stairway or entrance landings to buildings. Any damages caused to the exterior of a unit will be repaired at the homeowner’s expense.

m. **Window Coverings** (see 8.1 of the CC&R’s: “Use of Individual Units and Limited Common Area: Animal Restrictions” for original language)

All window treatments, whether blinds, drapes, or otherwise, must be of a uniform style and color throughout the property. Drapes may be placed on the inside of window blinds (toward the inside of the room).

n. **Flooring** (see 5.2 of the CC&R's: "Repairs & Maintenance Rights and Duties of Owners" for original language)

Any floor area with installed carpeting in a non-ground floor unit must remain carpeted floor area, unless the written consent of the Board and of the owner of any units below are obtained.

o. **Attachments to Building Exterior** (see 5.2 of the CC&R's: "Repairs & Maintenance Rights and Duties of Owners" for original language)

It is not permitted to erect signs or fences of any kind around the property or home. Items will be removed at owner's expense and payable to Property Management Company. No items may be attached to the outside of the exterior of the buildings, garages, etc. for any reason (this includes but is not limited to satellite dishes).

p. **Holiday Lights**

Holiday Lights must be removed no later than 10 days after the celebrated holiday.

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Below is a copy of Section 8: "Use Restrictions" as found in the Covenant, Conditions & Restrictions of Big Trout Condominium Association, recorded May 8, 2007.

**8.1 Use of Individual Units and Limited Common Area; Animal Restrictions.** No Unit may be occupied and used except for single-family residential purposes; single-family residential purposes includes, without limitation, any use common within similar single family complexes (such as, without limiting such common uses, in-home care providers). No Unit may be used for commercial or other non-residential purposes, except for home office businesses, which is allowed subject to the stipulation that the operation of an office business in a Unit has no outward appearance of the business (e.g., no signs or advertising), creates no additional noise or disturbance to the Owners, and results in no substantial increase in vehicle or pedestrian traffic within the Property. Use of balconies must comply with existing laws and regulations (including, without limitation, any restriction on the use of grills). Towels, linens, clothes, and other personal effects may not be hung or otherwise be visible on balconies. All window treatments, whether blinds, drapes, or otherwise, must be of a uniform style and color throughout the Property.

No animals shall be raised or maintained within any Unit, except that no more than two (2) cats and two (2) dogs may be kept within any Unit, with the right to keep all dogs being conditioned by a requirement that (i) all dogs be kept leashed and otherwise under strict control at all times when in the Common Elements and (ii) the Owner responsible for such animal promptly disposes of any animal waste that is deposited on the Common Elements.

**8.2 Unit Maintenance.** Each Owner shall, at all times, keep in a clean, neat and orderly condition and in good repair all areas maintained by an Owner pursuant to Section 5.2 and all Limited Common Areas appurtenant to such Unit. All rubbish, trash and garbage shall be



regularly removed from the Property, and no Owner shall be allowed to accumulate any trash or garbage in any Common Area or any Unit area visible from a Common Area. Trash, garbage and other waste shall be kept only in sanitary containers, which will be screened and concealed from the view of other Units, the Common Elements, and all public ways.

**8.3 Nuisances.** No noxious, illegal, or offensive activities may be carried on in any Unit, 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 other Owner, or which may in any way increase the rate of any insurance carried for the benefit of the Property, or cause any insurance policy to be canceled or to cause a refusal to renew the same, or which will impair the structural integrity of any building or improvement.

**8.4 Vehicle and Equipment Restrictions.** No utility, boat, camper or other trailer, mobile home, commercial vehicle, bus, truck (other than standard size pickup trucks), inoperable automobile, boat, or similar equipment, and no vehicle which is in an extreme state of disrepair is permitted to remain on the Property, other than temporarily (as for purposes of loading and unloading of passengers or personal property), unless placed within an enclosed garage, or within such portion of the Common Elements as may be designated by the Board for such purpose. No noisy or off-road, unlicensed motor vehicles may be maintained or operated upon the Property, except such recreational vehicles as may have been approved by the Board.

**8.5 Signs.** Signs advertising Units for sale or rent may be displayed on the Property without prior approval of the Board provided that such signs must be of reasonable and customary size and shall be displayed only at such location or locations as shall be designated for such purpose by the Board. Except as expressly permitted by this Section and RCW 64.38.034 relating to political signs, no signs may be displayed to the public view on any Units or on any portion of the Property, unless first approved by the Board in its absolute discretion.

**8.6 Leasing of Units.** Any Owner may lease his or her Unit to any tenant or lessee under such terms and conditions as they may agree, except that no lease or rental agreement may relate to less than the whole of any Unit and except that no lease or rental agreement may be for less than thirty (30) days. Any lease or rental agreement must be in writing and provide by its terms that the lease or rental agreement is subject in all respects to the Project Documents. Any failure by a lessee to comply with the terms of the Project Documents is a default under the lease, whether or not it is expressed therein, and the Owner is liable for any costs incurred which result from the lessee's actions. No Unit may be the subject of any "timeshare" or other similar agreement.

**8.7 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 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 Unit in reliance on one or more of such restrictive covenants assumes all risks of the validity and enforceability thereof and, by acquiring the Unit, agrees to hold Declarant harmless there from.