

# **SUMMERFIELD HOMEOWNERS ASSOCIATION**

## **RULES & REGULATIONS**

**EFFECTIVE JUNE, 1996**

**1<sup>ST</sup> REVISION: APRIL, 1997**

**(MERGING OF VALLEY FAIRE I AND VALLEY FAIRE III)**

**2<sup>ND</sup> REVISION: MAY, 1999**

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## TABLE OF CONTENTS

<b>ADMINISTRATIVE RESPONSIBILITIES .....</b>	<b>4</b>
BOARD OF DIRECTORS: .....	4
SUMMERFIELD MAILING ADDRESS AND CONTACT INFORMATION: .....	4
<b>DEFINITIONS .....</b>	<b>5</b>
<i>Architectural Control Committee:</i> .....	5
<i>Common Area:</i> .....	5
<i>Covenants, Conditions, Restrictions and Reservations:</i> .....	5
<i>Landscape Berm Easement:</i> .....	5
<i>Native Growth Protection Easement:</i> .....	5
<b>GENERAL INFORMATION, ASSISTANCE &amp; REPORTING.....</b>	<b>6</b>
<b>RULES &amp; REGULATIONS .....</b>	<b>7</b>
A. GENERAL RULES & REGULATIONS .....	7
<i>Common Areas:</i> .....	7
<i>Temporary Signs:</i> .....	7
<i>Posting of Temporary Notices:</i> .....	7
<i>Permanent Signs:</i> .....	7
<i>Destruction/Defacement:</i> .....	7
<i>Garbage:</i> .....	8
<i>Sidewalk/Curb Wheelchair Access:</i> .....	8
<i>Noise:</i> .....	8
<i>Fireworks:</i> .....	8
<i>Disruptive Behavior:</i> .....	9
<i>Speed Limit:</i> .....	9
B. PROPERTY, BUILDING & ARCHITECTURAL RULES & REGULATIONS .....	10
<i>Overview/Scope:</i> .....	10
<i>Process:</i> .....	10
<i>Zoning:</i> .....	11
<i>Native Growth Protection Easement &amp; Building Setback Lines:</i> .....	11
<i>Permits:</i> .....	11
<i>Codes:</i> .....	12
<i>Completion Times:</i> .....	12
<i>Inspection:</i> .....	12
<i>Setbacks:</i> .....	12
<i>Painting:</i> .....	12
<i>Temporary Improvements:</i> .....	12
<i>Fences:</i> .....	13
<i>Holiday Decorations:</i> .....	13
<i>Interior Window Coverings:</i> .....	13
<i>Off-Site Owners:</i> .....	13
<i>Exterior Lighting:</i> .....	13
<i>Entryways, Backyard Porches &amp; Patios:</i> .....	13

C. PARKING RULES & REGULATIONS.....	14
<i>General:</i> .....	14
<i>Street Parking:</i> .....	14
<i>Inoperable/Abandoned Vehicles:</i> .....	14
<i>Vehicle Overhauls &amp; Mechanical Repairs:</i> .....	14
<i>RVs Boats, Trailers:</i> .....	14
D. LANDSCAPE RULES & REGULATIONS.....	15
<i>General Maintenance Responsibilities:</i> .....	15
<i>Landscape Installation:</i> .....	15
<i>Hoses:</i> .....	15
<i>Statues/Figurines/Yard “Art”:</i> .....	15
<i>Sidewalk Access:</i> .....	15
<i>Native Growth Protection Easement:</i> .....	15
E. DOMESTIC PETS RULES & REGULATIONS.....	16
<i>Variety:</i> .....	16
<i>Containment/Confinement:</i> .....	16
<i>Enclosures:</i> .....	16
<i>Clean-Up:</i> .....	16
<i>Noise Control:</i> .....	16
<b>ENFORCEMENT &amp; FINES .....</b>	<b>17</b>
<i>Concurrence:</i> .....	17
<i>Precedent:</i> .....	17
<i>Fees:</i> .....	17
<i>Privilege:</i> .....	17
<i>Enforcement Powers &amp; Creation of a Lien:</i> .....	18
<i>Rule Revisions:</i> .....	18

## Administrative Responsibilities

### ***Board of Directors:***

The Board of Directors acts on behalf of the Summerfield Homeowners Association and is the final authority with regard to enforcing the Declarations, the Bylaws and the Rules & Regulations. Problems not requiring immediate action should be addressed to the Board in writing prior to the monthly Board meeting. If you have a problem that you feel is not being resolved, please inform the Board President about the situation in writing.

The Board meets monthly. Any Homeowner Association member is welcome to attend. Please contact a Board member for meeting day and times, and advise them of your desire to attend.

The Rules and Regulations are intended to create and maintain a desirable, safe and neighborly community. While the Board does have formal responsibility of handling any violations of the Association Rules and Regulations, Association members are encouraged, whenever possible, to first address and attempt to work with their neighbors to resolve the occasional issue that may arise. In the event that this is not possible or successful, the Board is the next order of recourse to address violations.

President: Bruce Gibson (425) 271-2027  
Vice President: Kori Kickbush  
Treasurer: Gwen Talbert  
Secretary: Stephanie McGee  
Term Member: Anton (Tony) Fritz

### ***Summerfield mailing address and contact information:***

Summerfield Homeowners Association  
PO Box 59833  
Renton, Washington 98058-2833

### ***Summerfield E-mail address:***

board@summerfieldhoa.org

## Definitions

### **Architectural Control Committee:**

Sub-team appointed by the Board of Directors, (which will include one board member), that will review any architectural changes or modifications proposed, to include painting of existing homes and common area fence repair authorization. Hereafter this Committee will be referred to as the A.C.C.

### **Common Area:**

A common area is defined as any area which is for the use of all residents and is the sole responsibility of the Summerfield Homeowners Association. This would include mailbox units, the front berm and fence (running the length of the development and bordering Maple Valley Highway), as well as streets, cul de sacs, sidewalks and the Native Growth Protection Easement.

### **Covenants, Conditions, Restrictions and Reservations:**

This is the legal declaration (document) filed for record with King County to incorporate Summerfield Homeowners Association. All information contained in the Declaration will be referred to in this document as the C.C. & R.'s

### **Landscape Berm Easement:**

The landscape berm easement is the property that includes the building setback area, landscape berm and the screening fence easement established by the Plat on the north side of the Property and contiguous to S.E. Renton-Maple Valley Highway (SR 169).

### **Native Growth Protection Easement:**

The Native Growth Protection Easement (NGPE on Plat Map) is the area dedicated beyond the Building Setback Line (BSBL on Plat Map) and the south end of the Plat (top of hill) located behind lots 2-4, 10-12, and 14-21. Dedication of the Native Growth Protection Easement conveys to the public a beneficial interest in the land within the easement. This interest includes the preservation of native vegetation for all purposes that benefit the public health, safety and welfare, including control of surface water and erosion, maintenance of slope stability, visual and aural buffering, and protection of plant and animal habitat. The NGPE imposes upon all present and future owners and occupiers of land subject to the easement the obligation, enforceable on behalf of the public by King County, to leave undisturbed all trees and other vegetation within the easement. The vegetation within the easement may not be cut, covered by fill, removed or damaged without express permission from King County, which permission must be obtained in writing from the King County Building and Land Development Division or its successor agency.

## General Information, Assistance & Reporting

Below is a list of possible situations and information on who to contact when necessary. If your first effort does not result in satisfaction, feel free to contact another Board member.

<b>Street Light bulb replacement</b>	Contact Puget Sound Energy 1-800-321-4123 Provide them with the pole number and the closest street address.
<b>Rules &amp; Regulation Violations</b>	Contact any Board member to report a violation, preferably providing details in writing to ensure proper documentation. Written warning shall be issued within 48 hours. Provide the Board Member with a detailed explanation of the violation including the date it occurred, reporting party's name and telephone number for additional questions/detail.
<b>Rules &amp; Regulation Modifications</b>	Contact any Board member with a formal petition for change signed by fifteen (15) separate and distinct Association Members. (husband/wife, joint owners etc., are considered 1 vote)
<b>Personal Property Damage</b>	Report <u>all</u> break-ins, illegal activities and damage to police immediately. In addition, contact any Board member to report incidences. The Board and Block Watch Committee will keep a log of all car and/or house break-ins, reported incidents of mail theft, as well as other Personal Property Damage to alert other homeowners and track unusual activities and community trends.
<b>Contractor References</b>	Contact any Board member to report positive or negative experiences with contractors you have used. They will keep a record of contractors that have done reputable work in the area for use by all homeowners.

## Summerfield Homeowners' Association

# RULES & REGULATIONS

### *A. General Rules & Regulations*

#### **Common Areas:**

All Common Areas will be kept clear of any obstruction that prevents resident's access to, or use of that area. This includes but is not limited to the following: sidewalks shall be kept clear of garbage containers, toys, bicycles, tools and vehicles; mailbox areas shall be kept clear of same, etc.

#### **Temporary Signs:**

The attachment or placement of temporary signs is limited to a time duration equal to the time limits of the event being advertised i.e. "Garage Sale", "For Sale", "Open House", Orkin/ChemLawn maintenance/treatment etc.. Size limitations apply and stipulate that such signs are not to exceed 5 square feet. The name of the responsible party and date of posting should be clearly identified on the bottom or back of the sign. The homeowner responsible for placing the sign is also responsible for its prompt removal (within 48 hours) following the conclusion of the event.

#### **Posting of Temporary Notices:**

Posting of small notices within the designated boxes provided on the mailstations is permitted for a limited time that is not to exceed 1 week unless it is approved for a longer time by the Board. This is for the exclusive use of homeowners only and is to be used to communicate community related information - not general advertising purposes. The name of the responsible party and date of posting must be clearly identified on the bottom of the notice. The homeowner responsible for posting the notice is also responsible for its removal.

#### **Permanent Signs:**

The placement of permanent signs is not permitted in common areas and is permitted only on individual homeowner properties. Size limitations apply and sign must not exceed 1 square foot in size. Such signs might include: Security System, No Solicitation, Beware of Dog, No Trespassing, etc. No commercial signs are allowed.

#### **Destruction/Defacement:**

Destruction or defacement of common area property or individual residences shall not be tolerated. Individuals who do so will be held responsible for all incurred cost. Owners shall be held responsible in this regard for the actions of their guests, children or tenants.

### **Garbage:**

Garbage cans and recycling bins shall be placed out no earlier than the evening before pick-up and returned to an 'out of sight' location within a day of pick-up. They should not be placed in a location that obstructs the sidewalk or driveway. If you will be out of town during the time frame for garbage, please ask a neighbor or friend to set out and put away your containers. This addresses security, safety and aesthetic concerns.

### **Sidewalk/Curb Wheelchair Access:**

Sidewalk and curb wheelchair access should remain unobstructed at all times to allow for walkers, wheelchairs, strollers and small children on tricycles, bigwheels, training wheels, roller-skates and rollerblades. Pedestrians have the right of way at all times. Cars, toys, garbage cans, bicycles etc., should remain off the sidewalk to allow free and clear access. Teens and adults should not be using the sidewalks for bicycling etc. and should observe rules of the road.

### **Noise:**

Radios, television, stereos, musical instruments and other noise must be kept to reasonable levels at all times. Volume must be kept low between 10:00 p.m. and 8:00 a.m. Sunday -Thursday. Weekend quiet hours will be between 12:00 a.m. (midnight) and 8:00 a.m. (Fri/Sat, Sat/Sun & Holidays). Other noise may include but is not limited to:

- Dogs that bark excessively to the annoyance of other residents
- Children and/or adults that make excessive noise to the annoyance of other residents.
- Excessive obnoxious behavior e.g. swearing, screaming etc. will not be permitted.
- Yard maintenance and construction activity.

### **Fireworks:**

Fireworks (approved for sale and use in King County) are permitted on the 4th of July only between the hours of 12:00 p.m. and 12:00 a.m. (midnight). This does not include "flying" fireworks which are a property safety hazard and are not allowed. Adult supervision of minors is required. Any damage to neighboring property/plants is the responsibility of the supervising adult. A charged water hose and fire extinguisher must be on-site at fireworks location. Thorough clean-up of residual/spent fireworks from the street and residential property (front yards) must be completed by all responsible parties the following day (July 5th). If a "burn-ban" is in effect and the county denies firework use for fire danger issues, the same would hold true for the Summerfield Homeowners Association community.

**Safety is the top priority.** All use of fireworks will be monitored and reviewed on an annual basis. Should personal property be endangered as a result of mishandling or lack of precautionary measures, the use of fireworks could be prohibited in the community in subsequent years. Due to safety precautions, the use of fireworks in the Native Growth Protective Easement (greenbelt area) is strictly prohibited. **Illegal fireworks will not be tolerated. Violators will be reported to Police.**

**Disruptive Behavior:**

No noxious or offensive activity shall be allowed in the community or any part thereof, nor shall anything be done or maintained thereon which may be, or become an annoyance or nuisance to the neighborhood or owners or detract from the Property's value as a residential community.

**Speed Limit:**

The speed limit within the Summerfield Community will be 20 mph.

## ***B. Property, Building & Architectural Rules & Regulations***

### **Overview/Scope:**

All buildings and structures, including concrete or masonry walls, rockeries, storage sheds, fences, swimming pools, large play structures, or other structures to be constructed within the property shall be approved by the Board or the Architectural Control Committee. Complete plans and specifications of all proposed buildings, structures, and exterior alterations, together with detailed plans showing the proposed location of same in the particular Lot, shall be submitted before construction or alteration is started. Such construction or alteration shall not be started until written approval is given by the Board.

### **Process:**

- a) All plans and specifications required to be submitted to the Committee shall be submitted in duplicate by mail to the address of the Committee. The written submission shall contain the name and address of the Owner submitting the plans and specifications, identification of the lot involved, and the following information about the proposed structures:
  - The location of the structure upon the lot
  - The elevation of the structure with reference to the existing and finished lot grades
  - The general design
  - The interior layout
  - The exterior finish materials and color, including roof materials
  - The landscape plan also showing all existing significant trees to be removed (greater than 8 inches in diameter measured 3 feet from the base).
- b) The Board or A.C.C. will review submittals as to the quality of workmanship and materials planned and for conformity and harmony of the external design with existing structures on the Lots and environment, and as to the location of the building with respect to topography, finished grade elevation, and building setback restrictions. The Board or A.C.C. will respond within 2 weeks of receipt.
- c) In the event the Board or A.C.C. fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, such approval will not be required.
- d) All plans and specifications for approval must be submitted **a minimum of 30 days** prior to the proposed construction starting date. The maximum height of any Residence shall be that which is allowed by the applicable building codes and C.C.& R.'s.

- e) The A.C.C. shall have the right to disapprove the design or installation of a swimming pool or any other recreational structures (basketball hoops etc.) or equipment which is not suitable or desirable, in the A.C.C.'s opinion, for any reason, aesthetic or otherwise, and in so passing upon such design or proposed installation, the A.C.C. shall have the right to take into consideration the visual impact of the structure, or the noise impact of the related activities upon all of the properties located in close proximity. Any enclosure or cover used in connection with such a recreational structure or equipment, whether temporary, collapsible, seasonal, or whatever, shall be treated as a permanent structure for the purposes of these covenants and shall be subject to all the conditions, restrictions and requirements as set forth herein for all buildings and structures.
- f) Approval of construction plans and other matters by the A.C.C. shall be by simple majority vote of its members.

**Zoning:**

No Lot shall be used except for single family residential purposes.

**Native Growth Protection Easement & Building Setback Lines:**

Per King County ordinance, structures, fill and obstructions (including, but not limited to decks, patios, outbuildings, or overhangs beyond 18 inches) are prohibited beyond the building setback line (BSBL on Plat Map) and within the Native Growth Protection Easement.

Before beginning and during the course of any grading, building construction, or other development activity on a lot subject to the NGPE, the common boundary between the easement and the area of development activity must be fenced or otherwise marked to the satisfaction of King County.

Structures, fill or obstructions (including, but not limited to decks, patios, outbuildings, or overhangs) shall not be permitted beyond the building setback line or within drainage easements. Additionally, grading and construction of fencing shall not be allowed within the drainage easements shown on the plat map unless otherwise approved by King County Building and Land Development Division.

All building downspouts, footing drains and drains conveying runoff from all impervious surfaces such as patios and driveways shall be connected to the approved storm drainage outlet as shown on the Construction Drawing on file with King County Building and Land Development, unless otherwise approved by Engineering Review, King County Building and Land Development Division or its successor agency.

**Permits:**

No construction or exterior addition or change or alteration of any structure may be started on any portion of the Property without the Owner first obtaining a building permit and any other necessary permits from the proper local governmental authority, and written approval from the Board or A.C.C.

**Codes:**

All construction shall conform to the requirements of the State of Washington "Rules and Regulations for Installing Electric Wires and Equipment, and Administrative Rules", and the Uniform Codes (Building, Mechanical, Plumbing), and NEPA 13 in force at the commencement of construction, including the latest revisions thereof.

**Completion Times:**

The exterior of any structure (including painting or other suitable finish and initial landscaping) shall be completed within 3 months of the beginning of construction so as to present a finished appearance when viewed from any angle. Any anticipated extensions need to be reviewed by the A.C.C. The construction area shall be kept reasonably clean during the construction period.

**Inspection:**

Any agent, officer or member of the Board or A.C.C. may at any reasonable pre-determined hour or hours, upon 24 hours notice during construction or exterior remodeling, enter and inspect any of the Property to determine if there has been compliance with the provisions hereof. Said agents, officers or members shall not thereby be deemed guilty of any manner of trespass for such entry or inspection, and there is hereby created an easement over, upon, and across the Property for the purpose of making and carrying out said inspection.

**Setbacks:**

No part of any building shall be located on any lot nearer than 20 feet from the front lot line or 5 feet from any side or back perimeter line without prior written approval of the Board or Architectural Committee.

**Painting:**

Painting of any residence should be completed within one month, weather permitting. The colors approved for Summerfield are those that are muted colors, earth tones, natural tones, grays, beiges and similar shades that will blend with the neighborhood and natural surroundings. All paint colors need to be approved by the Board /Architectural Committee prior to painting. If circumstances prevent completion within the timelines set forth, an estimated completion date should be submitted to the Board.

**Temporary Improvements:**

No improvement of a temporary nature, trailer, mobile home, basement, tent, shack, garage, barn or any other outbuilding shall be used on any lot at any time as a residence or guesthouse, either temporarily or permanently.

**Fences:**

All fences shall be constructed of wood only and will not exceed six feet in height on the side perimeters and three and one-half (3-1/2) feet in height on the front perimeter. Consideration of conformity to neighboring/adjacent fences is strongly recommended for aesthetic purposes.

**Holiday Decorations:**

Holiday Decorations, lights, flags etc. (secular and religious should be displayed during the appropriate Holiday timeframes only and should be removed within three weeks following the conclusion of that Holiday (weather permitting). e.g. Christmas, 4th of July, Thanksgiving etc. The National Flag may be displayed any day of the year, provided it is displayed with respect to the flag, and is either brought down at sunset or is illuminated artificially, at night.

**Interior Window Coverings:**

Interior Window Coverings shall consist of any of the following: shades, blinds, shutters or drapes. No other materials are permitted to cover window surfaces e.g. tin foil, stickers, insulation, blankets, sheets etc. The back of any window coverings visible from the street shall be in neutral tones. Window coverings must be in place within 30 days of occupancy.

**Off-Site Owners:**

In the event that an Owner moves off-site and rents or leases their property, they are responsible for notifying the Homeowners Association of how and where they can be reached. Owners shall be ultimately responsible for all actions and inaction of their tenants in the event of any infraction of these rules and/or the C.C. & R.'s up to and including yard and property maintenance. Association dues will continue to be the Owners responsibility. Owner shall supply the name of tenant to the Board. Vacant residences are to be maintained in a presentable condition. The Association shall have the right at all times to enter upon any lot or building site that is vacant and unplanted or untenanted by the owner, after reasonable notice to the owner, to remove debris, weeds or other waste material and to trim, cut back, remove if damaged or dead, plant, cultivate and or maintain hedges, trees, shrubs, plants or lawns without the permission of the owner and to charge the expense thereof to the owner as an assessment.

**Exterior Lighting:**

Exterior lighting, (excluding low voltage yard lights, house lights originally installed by builder, or lights specific to the display of the national flag) i.e. spot lights etc., should either be motion sensitive or on a timing device that turns lights off by 12 midnight on a nightly basis for consideration of all neighbors in close proximity.

**Entryways, Backyard Porches & Patios:**

Front Entryways are not to be used for storage. Backyard porches and patios are not to be used for storage.

## *C. Parking Rules & Regulations*

### **General:**

All motor vehicles (including motorcycles, scooters and minibikes) shall be parked in garages whenever possible. Parking in the driveways should be considered only when parking in garages is not feasible. Street parking should be considered only temporary and as a last resort. There is to be no parking of commercial vehicles on the street.

### **Street Parking:**

Cars parked on the street for any reason, are not allowed to block driveways, mailboxes or sidewalk on/off ramps. Please restrict/limit regular and/or frequent parking of personal or visitor parking to own property boundaries. All vehicles should be parked a minimum of 20 feet from the street corner so as not to be blocking the view of vehicles turning onto/off the street and/or cul de sac thereby creating a safety hazard. Under no circumstances can a vehicle be parked so that it blocks a fire hydrant.

### **Inoperable/Abandoned Vehicles:**

Inoperable and/or abandoned vehicles are prohibited from parking on any lot or street in a position whereby said vehicle shall be visible either from the street or from adjacent lots. Written warning will be followed by removal of the vehicle at the owners risk and expense.

### **Vehicle Overhauls & Mechanical Repairs:**

No vehicle overhaul or major mechanical repair shall be allowed on the street or within street view at any time. The storage of car batteries, tires, oil or gas cans, or any inoperative or unlicensed vehicle shall not be visible from the street or adjacent lots. Leaving any of the fore mentioned items or like items in the street shall be subject to fine and removal at owner's expense. Parked cars are not to be left with flat tires or used for storage on the street.

### **RVs Boats, Trailers:**

Except on a temporary basis (7 days) the following vehicles are prohibited from parking or being stored on any lot in a position where they are visible either from the street or from adjacent lots: Recreational vehicles, boats, trailers, vehicles having a carrying capacity of more than one ton, vehicles more than 18 feet in length. For oversized RVs, longer time frames, or multiple RVs, please locate an offsite location. The only exception where two RVs are permitted is a 3-day holiday. Homeowners may bring their own RV in for up to 48 hours if needed to prepare for a trip. Any exceptions must be approved by the Board. Recreational Vehicles should not be inhabited except for sleeping. Where and whenever possible these vehicles are to be parked IN the Homeowners driveway so as not to create a safety/visibility hazard and an inconvenience to other homeowners.

## ***D. Landscape Rules & Regulations***

### **General Maintenance Responsibilities:**

The homeowner is primary caretaker of the residential yard, assuming responsibility for maintenance, watering, weeding, removal of dead annuals etc., as needed. Failure to neatly maintain ones yard area will result in the Association assuming responsibility of maintenance at the owner's expense.

### **Landscape Installation:**

Front Yard landscaping shall be installed within 45 days and Rear Yard landscaping shall be installed within ninety days of occupancy of any house or within 90 days of closing if non-owner occupied.

### **Hoses:**

Hoses must be kept neatly coiled or on hose reels.

### **Statues/Figurines/Yard "Art":**

Any decorative statue or figures should harmonize with the environment and be of neutral colors. Any statue or figure over 3 feet in height placed in view from the street or adjacent lots must be approved by the Board.

### **Sidewalk Access:**

It is the homeowners' responsibility to maintain clear access to sidewalks. Such things as shrubs, bushes, trees etc., must be pruned or maintained so as to allow free and clear passage.

### **Native Growth Protection Easement:**

The NGPE imposes upon all present and future owners and occupiers of land subject to the easement the obligation, enforceable on behalf of the public by King County, to leave undisturbed all trees and other vegetation within the easement. The vegetation within the easement may not be cut, covered by fill, removed or damaged without express permission from King County.

## ***E. Domestic Pets Rules & Regulations***

### **Variety:**

No animal, livestock or poultry of any kind shall be raised, bred or kept on any lot or in any improvement. Dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for commercial purpose.

### **Containment/Confinement:**

Dogs are not allowed to run at large and must be controlled by leash when outside individual residence yard/property. Pet owners are responsible for immediate removal of waste when exercising the animal in common areas.  
All pets are prohibited from entering into, running through, or littering in the common areas. Damage to property could result in charges/costs for cleaning or repair.

### **Enclosures:**

All pens and enclosures must be approved by the A.C.C. prior to construction and shall be kept clean and odor free at all times.  
If investigation by the Board indicates that animals are kept in violation of this section, the Board will give the Owner written notice whereby the violation must be remedied by the Owner within ten (10) days

### **Clean-Up:**

Dog excrement must be removed and properly disposed of by pet owner.

### **Noise Control:**

Pet owners are expected to control or, if necessary temporarily/permanently remove any domestic pet which makes frequent, repetitive or continuous noise which disturbs or interferes with the peace, comfort and sleep of other residents.

## Enforcement & Fines

### Concurrence:

Every owner, tenant, resident or guest is required to comply with the Declarations, Bylaws and Rules & Regulations of Summerfield. Parents are responsible for the actions of their children and guests.

### Precedent:

These rules and regulations are in effect as of June 1996. All improvements i.e. paint, fences etc. in place prior to this date are 'grandfathered' and the respective homeowners shall not be asked to bring their lot into compliance until such time as a change is made to the property.

**Lack of enforcement in the past does not mean that any rule or restriction can or will be waived.**

### Fees:

Failure to keep current in payment of annual dues, assessments, fines, service fees, or penalties can result in a lien being filed against the property. The owner is liable for all costs including attorney fees, incurred by the Association to enforce any action. Any fees collected shall become part of the Association Funds.

### Privilege:

The Board is empowered to establish and enforce the Rules and Regulations. Appeals on warnings and/or fines must be made to the Board for review, in writing, within 10 days of receipt of notice of infraction.

- Upon receipt of a valid complaint, a written warning will be issued and the individual(s) will be notified as to which rule has been violated.
- Continuation of the cited violation will result in a fine of \$25.00. Fees may also be assessed for damages.
- If the fine is ignored, and/or the violation continues, an additional fine of \$25.00 will be levied.
- If the situation is ignored, and/or the violation continues, the Board will initiate use of legal proceedings to obtain an injunction or damages, or both. The Board has final authority to pursue legal remedy. The cost of such legal proceedings shall be paid by the violating party.

**Enforcement Powers & Creation of a Lien:**

Each homeowner is responsible and agrees to pay the Association: (1) annual assessments or charges and, (2) special assessments. Enforcement of the C C & R's and Rules & Regulations may be by any proceeding at law or in equity against any person or persons violating or attempting to violate any of the C C & R's or Rules & Regulations. All costs incurred in enforcement, including the annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a continuing lien upon the Lot against which each assessment is made.

**Rule Revisions:**

Revisions will be at the discretion of the Board. Written suggestions for change will be taken under advisement by the Board. Fifteen (15) separate and distinct Association member signatures are required before presentation. Announcement of all additions or rule changes will be provided to all Summerfield Homeowners.