

Deyoe Vista  
Structure and Community Rules  
DRAFT June 4, 2015

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## **Introduction**

This document contains important information regarding the organizational structure, roles, and responsibilities of the Deyoe Vista Homeowners' Association (the "HOA"), and rules and restrictions that regulate the Deyoe Vista community. The intent of this document is to restate, clarify, and further the general framework, and rules and restrictions contained in the Declaration of Covenants, Conditions, Restrictions, and Easements for Deyoe Vista (the "CCRs") as recorded on \_\_\_\_\_, July, 2015.

This version of this document was approved by the board of directors of the Deyoe Vista Homeowners' Association on \_\_\_\_\_, July, 2015.

## **Development Period**

The "development period" describes the time when the developer, South Puget Sound Habitat for Humanity, retains administrative control of the Deyoe Vista Homeowners Association (HOA). The development period ends when (i) Habitat relinquishes control of the HOA in writing, or (ii) one year after the final unit is sold to the last homeowner.

Until the end of the development period, Habitat is responsible for managing the HOA. This includes:

1. Appointing members of the board of directors.
2. Appointing members of committees.
3. Accounting for association income and expenses.
4. Developing and following an annual budget.
5. Enforcing the CCRs.
6. Creating and enforcing all other community rules.

During the development period, Habitat is also the sole general member of the Association. However, Habitat may delegate some of its responsibilities while retaining others until the end of the development period. For instance, Habitat may appoint a temporary board of at least three members during the development period to manage some of the responsibilities of the Association. Temporary board members need not be owners, and Habitat may terminate the temporary board at any time and assume responsibility for the administration and management of the Association.

### *Proposed Temporary Board*

During the first year of the development period, Habitat will appoint a temporary board comprised of at least three of its staff. After the first year of the development period, Habitat may appoint one owner to the temporary board each year until the end of the development period.

An owner is ineligible for an appointment if the owner has had any notices to correct or any fees levied to enforce any rule within the preceding 12 month period. Temporary board members subject to any notices to correct or any fees levied to enforce any rule maybe removed from the temporary board, at Habitat's sole discretion.

Notwithstanding the general rights, responsibilities, and powers of the temporary board, the temporary board shall not diminish or remove the rights, responsibilities, and powers of the developer during the development period, including the developer's right to delegate and assign rights, responsibilities, and powers, and to assume the same at any time, at the developer's sole discretion.

#### *Owner's Rights*

During the development period, the sole member of the Association is Habitat (see CCRs section 2.2). However, each owner has certain rights during the development period, including:

1. Per CCRs section 3.1, each owner has a reciprocal, non-exclusive easement over all of the common areas for access to the lots and other common areas, for walkways, vehicular access, parking, drainage and other purposes reasonably necessary for use and enjoyment of any lot.
2. Per CCRs section 8.20, each owner is entitled to timely written notice of:
  - a. Any meeting of members or the board. Such notice shall include the date, time, location, proposed agenda and any other information necessary to facilitate the full participation of members at such a meeting.
  - b. Any proposed amendment to the CCRs; any proposed change or amendment to any governing documents (e.g. bylaws or articles of incorporation); and any proposed change, amendment or adoption of any policy, rule, or other regulation.
  - c. Any proposed budget, financial statement, audit finding, and any other information necessary to facilitate the full participation of members at a meeting where members vote on any matters relating to any budget, common expense, assessment, lien, or any other financial decision brought to members for approval.
  - d. Any significant damage or destruction to the common areas, including but not limited to the destruction of any tree with a trunk circumference greater than four inches.
  - e. Any condemnation or eminent domain proceeding affecting the common area or any part thereof.

## **Organizational Structure**

Deyoe Vista Homeowners' Association (HOA) is comprised of three distinct groups: general members, board of directors, and committees. Here's how each group works together:

### *General members*

After the development period, each homeowner is a general member. As general members, each homeowner has several responsibilities:

1. Voting. When general members are asked to vote on issues brought to them, they are responsible for understanding the issue at hand, asking important questions, participating in debate and discussion, and voting to approve or disapprove the measure. While each homeowner has these responsibilities, when more than one person owns a single home, those individuals choose one person to vote for their household. Each homeowner should participate in understanding, questioning, debating, discussing and otherwise considering each issue brought to the general membership, but each household has one vote (see CCRs section 4.2).
2. Enforcing rules. As general members, each homeowner has the responsibility to follow and abide by community rules. General members also play an important role in enforcing community rules.
3. Electing the board. Except during the development period, general members are responsible for nominating and electing a board of directors to manage the daily affairs of the HOA.
4. Paying Dues. Each general member is required to pay dues as assessed by the HOA.

### *Board of Directors*

Except during the development period, general members elect a board of directors every year. The board has many more responsibilities than general members. These include:

1. Appointing members of the committees.
2. Accounting for association income and expenses.
3. Developing and following an annual budget.
4. Enforcing the CCRs.
5. Creating and enforcing community rules.

### *Committees*

The board may create as many different committees as it sees fit. At this time there are two committees.

#### Architectural Control Committee

The architectural control committee (the "ACC") is the only standing committee of the board established in the CCRs. The ACC has an important job. Owners are required to submit any plans before they begin "improvements" and the ACC is charged with reviewing and approving those plans. During the development period, only Habitat staff may serve on the ACC. After the development period, the board appoints members to serve on the committee.

Notwithstanding the foregoing, the board shall have the right to enforce any rule it delegates to the committee responsibility to enforce.

### Neighbor-Relations Committee

The neighbor-relations committee (the “NRC”) is another standing committee. The NRC is responsible for monitoring and enforcing community rules, and advising the board of any ongoing issues among neighbors.

Each year, owners shall nominate and elect at least three, but no more than ten, committee members, who shall have the power to enforce those community rules the board may specifically delegate to the committee the responsibility to enforce. Any action to enforce rules shall require an affirmative vote of at least 60% of present committee members, provided that the committee faithfully follows the procedure to act as described herein, and quorum is present at such a meeting. When the number of committee members is five or less, quorum shall be established when all members are present. When the number of committee members is more than five, quorum shall be established when at least 80% of committee members are present. Each year, committee members shall elect a chair and vice-chair to organize the committee’s affairs, including but not limited to: (i) creating and distributing agendas for all meetings, (ii) maintaining proper records of committee work, including minutes of all meetings where quorum is present and the committee considers or takes any action requiring the vote of committee members or imposing any fee or penalty, (iii) informing the board of any action taken, and (iv) advising and recommending new rules or changes to existing rules, policies or procedures.

An owner is ineligible to serve on the NRC if the owner has had any notices to correct or any fees levied to enforce any rule within the preceding 12 month period. Committee members subject to any notices to correct or any fees levied to enforce any rule maybe suspended or removed from the NRC, at the sole discretion of the board.

Notwithstanding the foregoing, the board shall have the right to enforce any rule it delegates to the committee responsibility to enforce.

## **Community Rules**

The board has the power to adopt from time to time and to enforce rules and regulations governing the use of the property, in addition to the use restrictions contained in the CCRs and whether or not expressly contemplated therein, provided that those rules and regulations are consistent with the CCRs.

Any new rules, or any change, modification or amendment to any existing rule, shall become effective thirty (30) days after promulgation and shall be mailed to all owners within thirty (30) days after promulgation.

The board shall have the right and power to enforce any rule at any time, and the board may delegate the responsibility of enforcement to any committee. If any rule or policy of the board is not clearly delegated to one committee, the board shall retain responsibility for the enforcement of the rule or policy. Where more than one committee has the right and power to enforce a rule or policy, the board shall retain responsibility for the enforcement of the rule or policy.

The board, ACC and NRC have the responsibility to enforce each rule as assigned to them below.

### *Architectural Control Committee*

No “improvement” is allowed without prior approval from the ACC (see CCRs section 6.5(a)). “Improvements” include “all remodeling, construction or reconstruction, or structural alteration of any kind on any structure, dwelling unit, home, or other feature of any Lot or any portion of Common Area or Property; to all exterior painting, and to all exterior planting of any kind, including planting in containers of any kind, on any Lot or on any portion of Common Area or Property” (see CCRs section 1.12).

Owners must submit plans for any improvement. Plans must include, where applicable and appropriate, a written description and sketches of the architectural design concept, including the intended character and materials. The design concept, including the size, shape, and character of the improvement, must be consistent with the community. In addition, materials in all residential buildings shall be of equal or better quality than those of the other residential buildings in the community.

### General Restrictions

- No dwelling unit on a Lot shall be altered to provide residence for more than one (1) family or household per Lot.
- All roofs must be finished with a minimum thirty (30) year composition material, the color of which shall be approved by the Committee.
- The exterior finishes of any structures, as well as any paints or stains applied thereto, must be approved by the Committee.
- All improvements shall be constructed of new materials, with the exception of “décor” items, such as weathered brick, approved in advance by the Committee in its sole discretion.
- No fence shall be permitted on any Lot.
- The yard of a Lot shall be landscaped in accordance with City of Lacey and Thurston County standards and the standards established by the Committee.

- No structure shall be located on any Lot nearer to any Lot line or nearer to any side street than the minimum building setback lines adopted by local governmental authorities.
- No diversion of water or grading of any Lot shall be permitted; however, the Committee may approve plans to improve stormwater drainage or prevent damage caused by stormwater, provided that such plans are in accordance with any stormwater maintenance plan or agreement, and such plans do not significantly alter or change the grading, landscaping or natural features of the affected area.
- No planting shall be permitted on any Lot, including any planting in tubs or planter boxes, without the written approval of the Committee. No person may remove, damage or significantly alter any plant, shrub, tree or any other landscaping on any portion of the Common Areas or Property.
- No plan shall increase the footprint of any structure as initially improved by Declarant on any Lot.
- No portion of ground or landscaping on any Lot or any portion of Common Area or Property shall be altered, modified, removed or changed unless to maintain or improve stormwater drainage.
- No storage sheds shall be permitted on any Lot except those built by Declarant upon initial improvement; however, if replacement is necessary, a storage shed may be erected by an Owner in accordance with the written approval of the Committee, provided such a storage shed is the same dimensions and construction design as built by Declarant upon initial improvement.
- Material changes in approved Plans must be similarly submitted to and approved by the Committee.

#### Pre-Approved

Owners do not need to submit plans for the following work, provided that no other alteration or modification of any kind to any existing improvement is necessary (e.g. planting in containers that are to be attached or fixed to the home or shed).

- Planting in containers on porches; provided that (i) such a plant is properly maintained to promote its growth, and (ii) the container is prevented from draining onto the porch or damaging the porch.
- Planting in containers on the ground of a lot; provided that (i) such a plant is properly maintained to promote its growth, (ii) containers drain through to the ground, (iii) containers are temporary in nature (i.e. they can be easily moved and removed), and (iii) plants are at least two feet away from any structure or property line.
- Planting in the ground; provided that (i) such a plant is properly maintained to promote its growth, (ii) only the area necessary to plant is disturbed, and any additional area is re-seeded with grass, and (iii) the location of the plant is three feet from any structure or property line. Such plants are required to be trimmed or topped so that it is less than the height of the closest home, except those plants or trees initially established at the property.
- “Containers” include plastic or ceramic pots equal to or less than two feet in diameter, or planter boxes equal to or less than two square feet. Except as noted, all containers must allow water to freely flow through and exit the container.
- Without exception, you must promptly dispose of dead and dying plants.
- You must properly store empty containers, containers with soil, or containers with dormant plants in such a way that limits or prevents public visibility.

In addition, the ACC shall have the right and responsibility to enforce the following rules:

1. Each Owner, at its own expense and at all times, shall keep such Owner's Lot, including the Improvements and appurtenances thereon, in a safe, clean and wholesome condition and shall comply in all respects with applicable governmental, health, fire and safety ordinances, regulations, requirements and directives. The Owner shall at regular and frequent intervals remove at its own expense any rubbish of any character whatsoever that may accumulate upon such Lot. No Improvement upon any Lot shall be permitted to fall into disrepair, and each such Improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished.
2. Each Owner shall be responsible for the maintenance and repair of all improvements and landscaping on his or her lot as well as maintenance of the landscaping and trees adjacent to his or her lot.
3. No unsightly conditions, including litter, trash, junk or other debris; unrepaired vehicles, boats, boat trailers or other trailers; inappropriate, broken, damaged or ugly furniture or plants; non-decorative gear, equipment, cans, bottles, ladders, trash barrels and other such items; and air conditioning units or other projections placed on the exterior walls or windows of any building.
4. All exterior lighting must be designed and positioned to ensure that the light source does not unnecessarily disturb any other house. No new exterior lighting, including without limitation, decorative holiday lighting, is allowed without prior written approval. Decorative holiday lighting must be removed no later than fifteen ( 15 ) days after the date of the holiday.
5. No yard pieces or yard art, including but not limited to sculptures, statues, and other freestanding or attached works, whether for decoration or otherwise, more than twelve inches ( 12" ) tall or twelve inches ( 12" ) wide shall be permitted on any Lot without prior written approval.
6. No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot except (i) construction equipment when approved work is underway, and (ii) landscaping and yardwork equipment.
7. No signs of any kind shall be displayed without prior written approval, except (i) customary name and address signs, (ii) "For Sale" signs of no more than six ( 6 ) square feet in size, which must be removed promptly after sale of the residence, (iii) signs required by legal proceedings (and then the sign shall be no larger than eighteen inches ( 18" ) by twenty-four inches ( 24" ), unless mandated by statute or court order), (iv) temporary signs for political advertising, garage sales, etc. (and then the sign shall be no larger than four ( 4 ) square feet and shall be in place no longer than sixty ( 60 ) days), and (v) Habitat signs. "For rent" signs are strictly prohibited.
8. No facilities, antennae, equipment, wires or other devices for the communication or transmission of signals, power, electrical current, or any other electronic transmission, including without limitation telephone, television, microwave or radio signals, shall be constructed, placed or maintained anywhere in or upon any portion of a Lot, other than within buildings or enclosed structures unless the same shall be contained in conduits or cables constructed, placed or maintained underground or concealed in or under buildings or other enclosed structures; provided, however, that satellite dishes not exceeding twenty-four inches ( 24" ) in diameter may be allowed on buildings with the prior written approval,



and provided, further, that any approved satellite dish is placed on the building so as to meet the following standards: (i) the satellite dish is placed in the most discreet location practical; (ii) the satellite dish is screened from view from adjacent Lots to the extent feasible; and (iii) the satellite dish is not visible from the street to the extent possible.

Nothing contained herein shall be deemed to forbid the erection or use of temporary power or telephone facilities incidental to the construction or repair of buildings on a Lot.

9. No dirt, debris, or other materials shall be allowed to come off of any Lot onto any streets, Common Areas, other Lots, or other parts of the Property as a result of any construction or other activities. All Buildings shall be of new construction. No previously used houses or other Buildings shall be moved onto a Lot. The Lot shall be kept clean and clear of debris during construction. No house may be constructed on any Lot by other than a contractor licensed as a general contractor under the statutes of the State of Washington without the prior approval of the Committee. Declarant is exempt from this Section.
10. No owner may place locks on structures enclosing utility meters or interfere with the access of utility representatives to said meters or other easements.

#### *Neighbor-Relations Committee*

The NRC shall have the right and responsibility to enforce the following rules:

1. Each Owner must keep their lot and home in a safe, clean and wholesome condition, remove rubbish as necessary, and keep the home in good condition, painted and repaired.
2. Each person shall limit and prevent loud and unnecessary sounds and noises from emitting from any area including from the homes, the lots, or any portion of common area, during the hours of 10pm to 8am.
3. Use of tobacco or other combustible inhalants shall be obscured from public view and to prevent any unreasonable exposure of any smoke or odor to any person.
4. No other nuisance or unsafe or hazardous activity that may be offensive or detrimental.
5. No open fires except in a portable outdoor grill or designated outdoor grills in the common areas.
6. No refuse, garbage, rubbish, cuttings or debris of any kind shall be left or deposited upon any Lot unless placed in an attractive container. It is the duty of Owners to maintain their Lot free of trash and to deposit same for city pick up in the containers provided by the city located in the area designated for trash and recycling collection. Excess trash shall be the responsibility of each Owner. No garbage, rubbish, recycling or cuttings shall be deposited or left on the Property unless it is placed in an appropriate container, suitably located and screened from public view. No trash, debris, waste, grass clippings, or hazardous waste shall be dumped, deposited, or placed in any Common Areas by any Owner, any Occupant, or any other guest, except in designated and appropriate trash and recycling receptacles.
7. No odors or loud noises may arise or emit from any home that may be unsanitary, offensive or detrimental.
8. No unlicensed motor vehicles, such as motorcycles; dirt bikes, scooters, and ATV's, shall be permitted to operate on any portion of the Property.
9. No automotive repairs shall be permitted on any portion of the Property.
10. No boats of any kind may park, be kept, or be repaired on any portion of the Property.
11. Bicycles shall be only stored on the rear of the Lot occupied by the Owner of the same in a neat and orderly manner so that no bicycle is visible from the front of the Lot, and not on the ground of any Lot or any portion of Common Area or Property.

12. The sale of vehicles on any portion of the Property is strictly prohibited.
13. Any personal property left on any Lot or in any portion of Common Area which is deemed to be unsightly shall be removed by the Owner upon written notice to Owner, or any known occupant of Owner's Lot of suitable age, giving not less than three (3) days' notice to remove the same, and if not removed or disposed of appropriately by the Owner within the time provided in such notice, the same may be removed at the expense of the Owner.
14. No obstructing any street, walkway, or driveway which would interfere with the free circulation of foot, bicycle or automotive traffic.
15. Each owner is primarily responsible for maintaining the landscaping and yard areas on the respective lots.
16. No vehicle may travel more than five miles per hour on any portion of the property.
17. All outdoor grills are subject to proper use including proper storage and disposal of any debris or trash incidental to the use of a grill.
18. Use of common area grills are subject to the following rules:
  - a. No garbage or debris shall be left in or around the grill.
  - b. No one under the age of eighteen shall use or operate a grill without direct adult supervision.
  - c. Only common fuel sources and accelerant maybe used.

#### *The Board*

In addition to all of its rights, responsibilities, and powers set forth in the CCRs and other governing documents, including the right to delegate to any committee the responsibility to enforce any rule, and the right to enforce such rules so delegated, the board shall have the right and responsibility to enforce the following rules:

1. Homes are for residential use only. No trade, craft, business, manufacturing enterprise, or commercial enterprise of any kind is allowed.
2. Homeowners may not use their home as rental property.
3. No firearms, including air guns or other propelled weapons may be discharged.
4. No explosives of any kind may be discharged or stored.
5. Any Owner may delegate to an Occupant or other guest the right to enjoy and use the Owner's Lot. All Owners shall be responsible for informing any Occupant or other guest of the contents of this Declaration and the rules and regulations regarding the use of such Lot, and shall be responsible for requiring Occupants and other guests to comply with this Declaration and the rules and regulations regarding the use of such Lot. Any Owner may permit an Occupant or other guest to use the Common Areas in the same manner as an Owner. All Owners shall be responsible for informing any Occupant or other guest of the contents of this Declaration and the rules and regulations regarding the Common Areas, and shall be responsible for requiring Occupants or other guests to comply with this Declaration and any Association rule or regulation. No Owner, guest, Occupant, or invitee shall conduct or allow others to conduct any offensive or obnoxious activities within the Common Areas. After notice and an opportunity to be heard, the Board shall have the right to bar any Occupant, invitee, or other guest from the Property which it finds in its sole discretion to violate this Declaration and the rules regarding the use of Lots, Common Areas, and Property.
6. An abandoned vehicle is any vehicle left for more than seven ( 7 ) days without having been moved. Unless an Owner advises in writing of a longer reasonable length of time for

a vehicle left without having been moved (e.g. vacations), the Board may post a notice on the windshield of the vehicle demanding that it be moved and after seven ( 7 ) days upon posting notice, the vehicle will be towed at the expense of the Owner.

### Animals and Pets

All pets must be approved by the board, at its sole discretion. Animals must be registered with the board. Each owner must provide the following information prior to board approval:

1. Pet's name, species, breed and color
2. Current weight, as maybe updated from time-to-time
3. The date of the last vaccination and the date when that vaccination needs to be updated
4. The date of the neuter or spay procedure and operation
5. Emergency contact information

### General Pet and Animal Rules

1. All pets must be neutered or spayed before board approval. Each homeowner is required to provide documentation that the pet or animal has been neutered or spayed before board approval.
2. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except dogs, cats, or other household pets; provided that they are not kept, bred or maintained for commercial purposes.
3. After notice and an opportunity to be heard, the board shall have the right to require the removal of any animal which it finds, in its sole discretion, to violate any rule.
4. No pet shall exceed forty (40) pounds in weight unless expressly authorized by the board in writing.
5. No more than one (1) dog or two (2) cats shall be allowed per home unless expressly authorized by the Board in writing.
6. All animals must be kept as domestic, indoor pets.
7. Dogs shall be restrained to the owner's lot and shall not be allowed to run at large.
8. Leashed animals are permitted within rights-of-way when accompanied by their owners.
9. Pet owners shall immediately clean up any and all of their animals' waste, including on the respective owner's lot. If an owner fails to clean up their animals' waste, the Association may take such action as may be necessary to clean up the animals' waste and shall have the right of entry for such purposes. Any costs incurred by the Association in connection with such action shall be deemed to be a Special Assessment of the owner whose animal(s) created the waste.
10. No animal shall be allowed to make an unreasonable amount of noise or become a nuisance as determined by the board, at its sole discretion.

### Service Animals

Owners, occupants, and other guests shall have a right to a service animal; provided, however, that the board shall require such owner, occupant, or other guest follow reasonable rules and regulations that the Board may require of others.

Owners, occupants, and other guests shall have a right to request reasonable accommodation to such rules and regulations that may restrict or limit the use of a service animal. The board shall provide reasonable accommodations upon such a request; provided, however, the board may

require documentation it determines is necessary to verify the need for reasonable accommodation, including, but not limited to, a letter from a medical doctor or other licensed professional confirming the disability and the disability-related need for a service animal. Such a letter from a medical doctor or a licensed professional shall be conclusive and sufficient proof and evidence of the need for reasonable accommodation if it confirms the individual has a disability and establishes that the animal in question will provide some type of disability-related assistance or emotional support. The board shall not request or require documentation of a disability that is apparent or obvious or the disclosure of any private medical information, including specific diagnoses or medical conditions. The board shall not request or require unreasonable or unnecessary documentation. The board is required to follow all applicable federal, state, and local laws applicable to the rights of owners, occupants, or other guests and their service animals.

#### Appeal Process

If an owner wishes to appeal the decision of a committee, the owner is required to submit a written letter to the board requesting an appeal. The owner shall state the reasons for the appeal including arguments and evidence supporting the owner's position. The board shall send a written acknowledge letter confirming the receipt of the appeal letter and stating the next steps to be taken by the board. The board shall inform and invite the owner to any meeting that the appeal is on the agenda. The board shall also send a written letter to the chair of the committee in question requesting a written response to the appeal including arguments and evidence supporting the committee's position. The board shall hold a hearing to discuss the matter. The board shall have the power to uphold or overturn the committee's decision.

### **Schedule of Assessments and Fees**

In addition to the use restrictions contained in the CCRs, as referenced below, the board has the power to adopt and to enforce rules and regulations governing the use and enjoyment of the lots and common areas of Deyoe Vista, including penalties, fines or assessments, the suspension of voting rights and the use of common areas.

Schedules of fees and assessments shall require prior board approval. A change, modification or amendment to any schedule shall become effective thirty (30) days after promulgation and shall be mailed to all owners within thirty (30) days after promulgation.

#### *Steps to Impose a Fee*

1. The board, ACC, or NRC is informed of a rule violation.
2. The board, ACC, or NRC determines whether it has sufficient evidence to issue a “notice to correct.” If a notice to correct is issued, it shall include (i) the date of the alleged rule violation, (ii) reference to the rule, (iii) a reasonable timeframe to correct, (iv) a statement of the consequences of non-compliance including the amount of the fee to be paid, if applicable, (v) a statement requesting a written response and an opportunity to present evidence to the contrary within a reasonable timeframe, and (vi) the date the fee will be imposed, if applicable. A notice to correct shall be sent by first class mail, return receipt requested, to the owner. A committee shall promptly advise the board of any notice to correct sent.
3. If the board, ACC, or NRC issues a notice to correct, and if the owner does not correct, then the committee shall issue a “notice of fees” which will include (i) the date of the alleged rule violation, (ii) the date of the notice to correct, (iii) the fee the owner shall pay, (iv) a reasonable timeframe to pay the fee, (v) a statement of the consequences of non-payment, and (vi) a statement of the owner’s right to appeal the committee’s decision and the process to do so. A notice of fees shall be sent by first class mail, return receipt requested, to the owner. A committee shall promptly advise the board of any notice of fees sent.

*Schedule of Assessments*

Description	Reference	Assessment	Effective Date
General Assessment paid by owners	5.1, 5.2, 5.3, 5.4	\$70 per month; \$840 per year	7/1/2015

*Schedule of Fees*

Description	Reference	Assessment	Effective Date
Late fee for unpaid general assessments	5.13	\$30 per month	7/1/2015
Pets or animals without approval	7.7	\$5 per day in violation	7/1/2015
Failure to promptly remove and properly dispose of pet or animal waste	7.7	\$25 per violation	7/1/2015

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