

FOREWORD

The underlying philosophy of the The Buttes Homeowners Association Rules and Regulations is community living. Positive communication with your neighbors is the best solution to many problems. The enforcement procedures contained within should only be used as a last resort after all attempts have been made by the parties involved to resolve the issue. Your help in seeing that the provisions of this policy are carried out is welcomed and appreciated. Leaving the enforcement of this Good Neighbor Policy to others places an unfair burden on them. All residents must share in this responsibility.

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— Amendment
Added

ARTICLE 1
ENFORCEMENT PROCEDURES

A. GENERAL

1. These procedures provide for the enforcement of the Declaration and its Amendments, the Bylaws, and the Rules and Regulations of The Buttes Homeowners Association (“BHA”).
2. These procedures apply in all cases unless specifically exempted by another Article.
3. All The Buttes members and residents have equal rights under these rules, except as may be provided by:
 - a. Statute;
 - b. the Declaration; or
 - c. the Bylaws.
4. All members and residents are legally required to comply with the Declaration and its Amendments, the Bylaws, and the Rules and Regulations of the BHA, as provided by the Declaration.
5. The Board of Directors urge all members and residents to make every attempt to solve problems themselves before using these procedures.

B. COMPLAINT PROCEDURES

1. Any member or resident may write a letter to the Association, through its managing agent and/or Board of Directors, giving a full and detailed account of the problem, including who, what, when, and where.
 - a. Any member or resident filing a complaint must identify themselves.
 - b. In a bonafide emergency, contact the manager who will accept a telephone call, with a written complaint to follow.
 - c. Any member or resident filing a complaint still has the right and responsibility to file a complaint with the police or other civil authorities, if appropriate.
2. If the original problem persists, the member or resident may file additional written complaints with the Managing Agent and/or Board of Directors.

C. ENFORCEMENT PROCEDURES ON VIOLATIONS OF RULES

1. The Board within ten (10) working days of receipt of a complaint will mail to the member and/or resident in violation, a letter stating the nature of the complaint and the penalty, if any.
 - a. The name and the lot number of the person filing the complaint will not be released except to the Board of Directors.
 - b. Copies of the letter will be mailed to:
 - 1.) The Board of Directors;
 - 2.) The owner of the lot in question;
 - 3.) The tenant of the lot in question, if any; and
 - 4.) The managing agent of the Association.
 - c. The letter shall contain a statement providing the facts which are the basis of the alleged rule violation and provide an opportunity to respond to the allegations. This statement shall be worded in a manner that allows for and encourages this response.
 - d. Anyone receiving a complaint against them alleging that there has been a violation of the Rules or any provisions of the Covenants, Conditions and Restrictions of the Declaration, then that person shall have the right to demand a hearing before the Board of Directors and that request for hearing must be filed within fifteen (15) days after the mailing of the complaint. Any person against whom a complaint has been filed who shall not submit a request for hearing within said fifteen (15) days shall be deemed to have waived that opportunity to be heard; however, this provision may be waived by the Board of Directors in its discretion for good cause shown. Upon receipt of a request for hearing, the Board of Directors shall set a date for the hearing before the Board within the next fifteen (15) days. Notice of the date of the hearing must be sent to the complaining party as well as to the recipient of the complaint.
 - e. After the hearing, the Board of Directors shall issue a written opinion either finding a violation or in the alternative dismissing the complaint. In the event the Board of Directors finds a violation, then the procedures set forth below shall be instituted.
2. On the finding of a violation of a rule, provided it is the first violation, a courtesy letter will be sent. This will be a friendly reminder about the Covenants, Conditions and Restrictions of the Declaration and the Amendments to the Declarations and the Rules promulgated thereunder.

3. On a finding of a second violation of the same Rule, a second letter will be sent which shall give warning of an impending fine and if it is a continuing violation and compliance is not met within a specified period, then a fine would be imposed.
4. On the finding of a third violation of the same Rule, the Board shall advise in writing the imposition of a fine of **\$500.00**.
5. On a finding of subsequent violations of the same Rule, the Board's will impose fines of **\$500.00** for each subsequent violation if the violation continues the Board of Directors may proceed with further action as provided for in the Declaration.

D. ENFORCEMENT BY THE BOARD

1. The Board of Directors shall use the enforcement policies and procedures as set forth in the Declaration, and as further clarified in Article 1, Section C of this document.

E. ENFORCEMENT EXPENSES

1. All expenses incurred by The Buttes Homeowners Association, including all legal and collection costs, will be assessed to the Lot whose member is in violation.

F. REJECTION OF COMPLAINTS

1. The Board of Directors reserves the right to reject any complaint if:
 - a. It is of a frivolous nature;
 - b. Its intent appears to be harassment ;
 - c. It is vague and lacking in necessary concrete details.

ARTICLE 2
GENERAL RULES

A. RESPONSIBILITIES OF THE BUTTES HOMEOWNERS ASSOCIATION MEMBERS

1. Each member is responsible for the activities and conduct of their household members, tenants, guests and pets, including compliance with the Declaration and its Amendments, the Bylaws, and these Rules and Regulations.

B. EXCESSIVE SOUND OR NOISE

1. Unusually loud sound or noise from a lot that is easily transmitted beyond that unit to another lot or any common area, is excessive and is not permitted. A special effort

should be made to avoid excessive noises between the hours of 10:00 p.m. and 8:00 am.

C. OUTSIDE APPEARANCE

1. Screen/storm doors visible from the front of the house shall be kept clean and in operable condition.
2. Seasonal decorations shall be placed no more than thirty (30) days prior to the Holiday and shall be removed no later than thirty (30) days after the Holiday.
3. Residents will maintain their lot to include any building or improvements located on the property at all times. This includes, but is not limited to, exterior paint, gutters, windows, doors, siding and any other exterior improvements, as stated in Declaration.
4. Residents will maintain landscaping to include weed-controlled grass no higher than 3 inches, and should be watered in order to maintain green appearance unless water restrictions are in effect. Flower or shrubbery beds shall be maintained weed-free. Trees should be kept trimmed as not to encroach upon neighboring property or streets.
5. All Residents shall obtain prior approval of the Architectural Control Committee, as stated in the Declaration for any lot improvement including structural additions and all other outside improvements whether listed in this section or not.

D. USE OF INDIVIDUAL GARBAGE CONTAINERS

1. All garbage, trash, and waste items will be appropriately packaged and placed inside a garbage container.
2. Garbage, trash or other waste items placed next to the container will be so placed only in the evening prior or on the day of pick up. Containers must be removed and stored on the same day following pick up.
3. Garbage and recycle containers are to be stored in the garage or out of view from the street, as stated in Declaration.

E. MOVING IN AND OUT OF A LOT

1. Major moving in or out of a lot is allowed only between the hours of 8:00 a.m. and 10:00 p.m.
2. Homeowners are responsible for any and all damages to the common areas and Public Right of Way including but not limited to plants, landscaping, recreational

facilities, mail boxes, street lights, sidewalks, and driveway approaches that are caused by the moving process.

F. COMMON AREAS

1. Members will be financially responsible for any damage done to the common areas by household members, tenants, guests and pets.
2. Recreation equipment, toys, non-motorized vehicles, bicycles, and other personal property, i.e. firewood, boats, campers, basketball hoops, etc., will not be left in common areas for longer than twelve (12) hours. However, if they present a hazard they will be removed immediately.
3. Bicycles, scooters, roller skates, skateboards, etc. are not to be ridden on grassy areas or Buttes Drive.
4. Residents may not dump any material into any common areas and into the storm drainage systems. This includes but not limited to yard waste, other solid waste, and liquid waste such as vehicle oil or fluid, and paint.
5. Children playing in common areas must be supervised by an adult. Any damage to play areas, common areas, etc must be paid for by the parents.
6. Unlicensed motorized vehicles (i.e. ATV's, power scooters, motorcycles, etc.) shall not be driven in any common areas or on any streets or alley ways within the community or any "trails".

*Amendment
Adding '6'*

Amended

**ARTICLE 4
OWNERS, LANDLORDS AND TENANTS**

A. FULL RESPONSIBILITY OF OWNERS AS LANDLORDS

1. Any BHA member who leases or rents their lot to others retains full responsibility for the tenants actions, including, but not limited to:
 - a. Use, maintenance, and care of the lot.
 - b. The activities, conduct and compliance with the Rules and Regulations by any tenants, tenant's household members, pets and guests.
 - c. Any property damage arising from any acts by any tenants, tenant's household members, pets or guests.
 - d. Informing tenants of the Rules and Regulations.

B. ENFORCEMENT

1. The member (lot owner) will ensure the tenant's compliance with the Declaration and its Amendments, the Bylaws, and this Rules and Regulations, and all applicable laws.
2. In the event the member (unit owner) cannot or will not enforce the rules, the Managing Agent and the Board of Directors will enforce them according to Article 1 of this Rules and Regulations.
3. All fines and other enforcement expenses, including attorney's fees and costs will be assessed against the member who owns the lot in which the tenant resides.

**ARTICLE 5
PETS**

A. GENERAL

1. Pets shall be limited to two (2) domestic pets per lot.
2. All pets, i.e. dogs, cats, etc., are to be on leashes and supervised when outside of the Owner's unit. No pets shall be left leashed to trees, shrubs, street light poles, or other natural or man made features of the common areas and the Public Right of Way.
3. Pet owners must control barking or any other frequent, repetitive noises from pets that interfere with the peace and comfort of their neighboring residents.
4. Pet owners will immediately remove pet feces from their lots, all common areas, and the Public Right of Way, or neighbors yards if said owner's animal commits waste on that yard.

B. ENFORCEMENT

1. After three (3) complaints any animal deemed a nuisance or a hazard, by decision of the Board of Directors, shall be reported to Pierce County Animal Control.
2. The owner of a pet is financially responsible for any damage done by the pet to the common areas and the Public or Private Right of Way.
3. Pet owners not picking up their pet's feces will be subject to the Enforcement Procedures as listed in Article 1 of this Rules and Regulations and the Declaration.

ARTICLE 6
VEHICLES AND PARKING

A. GENERAL

1. Vehicles without mufflers or with loud mufflers are not permitted within The Buttes community. Dirt bikes, ATVs or other off-road vehicles are not permitted to be driven within The Buttes community.

B. VEHICLES AND PARKING

1. Vehicles are not permitted to park on any shared driveways or to interfere with access. Furthermore, vehicles are not permitted to be parked or stored off the paved areas, or to be located in such a manner as to limited by visibility or to block access to any fire hydrant or other residents' driveways. Vehicles parked parallel on both sides of the street will be considered "blocking" for emergency vehicle passage.
2. Guests are expected to comply with the vehicle rules of this Article 6.
3. Vehicles dripping oil, gas, or other fluids must be removed or repaired immediately, and the vehicle's owner must immediately clean up the damaged area to prevent permanent damage to the asphalt or sidewalk concrete.
4. No vehicle repairs are permitted on individual premises except minor operations which can be completed in 24 hours.
5. Semi-trucks, other large commercial vehicles, or recreational vehicles are not permitted in the members' driveways with the exception of moving companies or delivery companies present for that explicit purpose.

ADOPTED this 12th day of July, 2005.

BOARD OF DIRECTORS OF THE BUTTES HOMEOWNERS ASSOCIATION

BY:  _____

Charles Martin, Director

BY:  _____

Bruce Thompson, Director

BY:  _____

Tom Sturgeon, Director

BY: _____

The following are amendments to the rules®ulations originally adopted 7/12/05

NEW ARTICLE
ASSESSMENTS AND COLLECTIONS

12/28/2010

1) DELINQUENT ASSESSMENTS AND LATE FEES

- a) The due date for all assessments is the 1st of each month. Homeowners must pay the monthly amount due in full when the assessment becomes due unless other payment arrangements are pre-approved by the Board of Directors—all requests for payment arrangements must be made in writing and must be made before the Assessment is considered late. *(Payment is considered late after the 10th of each month.)*
- b) Any Assessment not received within ten (10) calendar days of its due date is delinquent and subject to a late charge of \$20.00. *(Payment is considered late after the 10th of each month.)*
- c) For each delinquent account, the Managing Agent/Board will mail the homeowner a notice of delinquency including the amount of the delinquent payment and the late fee(s).
 - i) The Association will send at least one (1) notice by certified and regular mail warning that a lien will be filed against the property if payment is not received.
- d) The Managing Agent/Board of Directors will review all accounts that are delinquent two or more months, and may authorize special collection procedures, including but not limited to:
 - i) Submitting to legal counsel and/or collection agency
 - ii) Filing a lien and adding cost of legal fees to account
 - iii) Filing a personal judgment and pursuing garnishment of wages.
 - iv) Filing a complaint in the courts
 - v) Foreclosing on the lien

2) LATE CHARGE DEFINITION

- a) All fines and late charges are special assessments, as provided for in the Declaration (CC&R's).
- b) Any assessments, unpaid when due, will also be assessed interest in accordance with the Declaration, Article 4.10, Assessments, Effect of Nonpayment of Assessments.

The following are amendments to the rules®ulations originally adopted 7/12/05

- c) The procedure to collect unpaid late charges and interest will be the same as specified above in Section 1, "Delinquent Assessments and Late Fees."

3) COLLECTION EXPENSE

- a) All expenses incurred by the Association including all legal costs, fees of collection agencies, and fees to file and subsequently release liens, will be assessed to the homeowner, and further are subject to all the provisions of this Article and the collection articles of the Declaration.

4) WAIVER OF COLLECTION PROCEDURES

- a) The Board of Directors reserves the right to waive these procedures if a homeowner notifies the Board in writing that a special hardship exists and if the Board agrees in writing to waive these procedures for a specified period of time.

Also amended is Article 2 (General Rules). Section "G" is added to page 5 as follows:

G) BASKETBALL HOOPS

- a) Temporary basketball hoops must be hidden from view or stored neatly along the side of the home when not in use. These may not be used in common areas such as sidewalks and streets in The Buttes at any time.
- b) Permanently installed basketball hoops are not permitted within the community unless written approval from the ACC has been granted.

Adopted: December 28, 2010

By: Buttes HOA Board of Directors

Tom Sturgeon

Pete Carranza

Steve Paris