

# ADMINISTRATIVE RULES AND REGULATIONS

KRM

AUTHORIZED UNDER DECLARATIONS ARTICLE  
17, AUTHORITY OF THE BOARD SECTION  
17.1 AND SECTION 17.2

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## AUTHORITY TO FORM RULES

The Kingsgate Ridge Manor Association Board of Directors is empowered to create and enforce Rules and Regulations in accordance with Article XVII, Section 17.1 of the Declaration of Covenants, Conditions, and Restrictions (hereafter referred to as the “Declaration” or “CC&R’s”)

## MEMBERSHIP INFORMATION and DISCLAIMER

Kingsgate Ridge Manor Association, a Washington nonprofit corporation, (the “Association”) consists of those Owners of Condominiums or Apartments within the ultimate boundaries of Kingsgate Ridge.

The Association offers many advantages to its Members. In order to protect and preserve these benefits, however, certain limitations and restrictions are placed on the Members of the Association.

One of the purposes of the Kingsgate Ridge Manor Association is to ensure that the Association property will be maintained in an attractive manner and will be available for the enjoyment of all Members. Your automatic membership in the Association provides a membership base to share the future costs of maintaining the Community.

These Rules and Regulations have been developed with consideration given to providing each Member with greatest enjoyment of the Association property without infringing on other Members and their rights to quiet enjoyment of their homes and Community.

Although these Rules and Regulations supplement the provisions of the Declaration as amended from time to time, they do not cover the entirety of the Declaration. Please be sure to read the Declaration carefully; specifically Article XI as it contains the ‘Permitted Uses; Maintenance of Apartments; Conveyances’. In the event of a conflict between the provisions of the Declaration and these Rules and Regulations, the provisions of the Declaration will control. Any owner who does not comply with these Rules and Regulations will be subject to enforcement by the Association in accordance with the Violation Enforcement Policy.

Various capitalized words and phrases used herein are defined in the Declaration, and unless the context herein shall indicate the contrary, such words and phrases shall have the same meaning herein as they do in the Declaration.

## ASSESSMENT AND BILLING COLLECTION POLICY

Prompt payment of assessments by all owners is critical to both the financial health of the association and towards enhancing our homes' property values. Therefore, the Board of Directors takes its obligation under the Declaration of Covenants, Conditions and Restrictions (CC&Rs) to enforce the members' obligation to pay assessments very seriously. The policies and practices outlined in this document shall remain in effect until such time as they may be changed, modified, or amended by a duly adopted resolution of the Board of Directors. There, pursuant to the CC&Rs the following are the association's assessment practices and policies:

1. All late payments of assessments, fees, accrued interest, and fines are subject to this collection policy.
2. All collection costs including but not limited to handling fees, postage, collection agency service charges, administrative fees, attorney fees, court costs, publication costs, liens and foreclosures that the association incurs as a result of attempting to collect delinquencies shall be assessed back to the delinquent unit owner.
3. These assessments, fines and collection costs shall be recorded as debts against the lot and are the personal responsibility of the owner.

Monthly assessments shall be due and payable on the first day of the month. It is not the responsibility of the association or the management agent to provide a monthly billing statement, invoice, or reminder that the bill is due. These are provided simply as a matter of courtesy.

All other assessments, including special assessments and fines are due and payable on the date specified by the Board on the notice of assessment or fine, which date will not be less than thirty (30) days after the date of notice of the assessment or fine.

4. Any check returned by the bank for insufficient funds, stop payment, or any other reasons is subject to a charge back to the Homeowner's account of the amount of the check, an administrative fee of **\$25**, plus any bank fees charged to the association, and any administrative charges allowed under Washington law.
5. Any payments made shall be first applied to assessments owed and then be applied to late charges, interest, and collection expenses, including attorneys' fees. The unit owner and the association may enter into a written agreement providing for payments to be applied in a different manner.
6. Assessments not received by the 15<sup>th</sup> day of each month are delinquent and may be subject to a late charge of twenty-five (\$25).
7. An interest charge at the rate of 12% per annum may be assessed against any outstanding balance, including fines, delinquent assessments, late charges, and costs of collection. Such interest charges shall accrue thirty (30) days after the assessment becomes due and shall continue to be assessed until the account is brought current.

8. Anytime 30 or more days after an assessment payment, fine, late fee and/or interest is delinquent, a pre-lien notice may be sent by mail, to the delinquent record owner(s) at the owners' late mail address provided to the association. If the owner(s) have provided a written notice to the association noting a secondary address, all notices shall be sent to that address also. The notice to owner will include an itemized statement of the total amounts delinquent, including fines, assessments, late charges, interest and costs of collection. The board may further request the homeowner's delinquency be reported to the national credit bureaus via a third party collection agency. Any expenses incurred during the reporting process will be added to the homeowner's account as collection costs.
9. The association may record a lien on the property to secure the debt. The Board reserves the right to direct the collection agent or attorney to record the lien after 10 days of no contact from the homeowner. The Board can also direct the recording of the lien in a shorter period of time in cases of duress, bank foreclosure, property abandonment, pending sheriff's sale or other extenuating circumstances where the association's interest may be at jeopardy.
10. If the total amount secured by the lien is not paid in full following notice to the homeowner of the recorded lien, the Board may vote on the decision to file suit to foreclose on the lien to collect the balance due. The Association may include costs of collection to the total judgment amount.
11. At any time in the process, the Board may authorize the use of further legal proceedings to collect the amount due including, but not limited to, court proceedings to seek wage garnishments or account attachments. All costs associated with further collection efforts may be added to the total delinquent account.
12. At any time the Board may seek legal advice related to enforcement of assessment collections, and is entitled to follow the advice of legal counsel, even if it deviates from the above processes and so long as it is not in derogation of the statutes relating to assessment collection in condominium or homeowner associations.

# GENERAL RULES

1. All limited common areas are subject to controls in the best interest of all owners and tenants. A clean, neat appearance must be maintained in these areas at all times. Articles shall not be attached, draped or hung on lanai or entrance railings, fences, in windows, or in view of the Common Area, including patios and balconies.
2. The attachment or placement of sign on common areas is not permitted. Arrangements must be made through the Resident Manager for display of all signs such as Open House or Garage Sale. For Sale or For Rent signs may be placed in unit windows only.
3. Interior window coverings shall consist of any of the following: shades, blinds, shutters or drapes. No other materials are permitted to cover surfaces, i.e. tin foil, permanent stickers, insulation, blankets, sheets, etc. All window coverings must show white to the outside. Holiday decorations are welcome with removal ten days after holidays. Exterior Sun shades on lanais and patios are permitted provided they are limited to the color of white or tan.
4. Sidewalks, passages, stairs, walkways, porches, stairwells, and corridors must not be obstructed or used for any purpose other than entering or exiting. Items left and/or abandoned within the complex will be removed by Management and any costs associated will be passed on to the owner.
5. Radios (including vehicle radios) television, musical instruments, stereos and other noise, must be kept at a level that cannot be heard outside the unit or vehicle AT ALL TIMES. Volume must be kept low between the hours of 10:00 PM and 8:00 AM.
6. Move-in/ move-out must be done between 8:00 AM and 10:00 PM.
7. Car Alarms must be maintained in good working order. Any car parked in a common parking space MAY BE Towed if the alarm sounds for an extended time.
8. The speed limit within the complex is 15 miles per hour. Exception: The road in front of the office is 10 miles per hour in one direction East to West.
9. Washing vehicles on KRM property is strictly prohibited.
10. Only passenger vehicles registered to residents may be washed on complex premises. All hoses must have automatic shut-off nozzles. Hoses must be disconnected from hose bib when not in use and stored in the hose owner's unit or storage space. Hoses left unattended in the common area will be removed by staff.

11. HOME BASED BUSINESS: conducting any type of home based commercial business which involves people entering or leaving the unit or parking vehicles in the complex is strictly prohibited.

12. Destruction of property shall not be tolerated. Any costs, due to damage to any common or limited common area, will be the responsibility of the individual's causing the damage. Be considerate! Nothing may be thrown or dropped from any deck(e.g. liquid, beverage containers, cigarette butts, etc.) from decks. Unit owners will be held responsible for the conduct of their children, guests, or tenants. Unit owners are financially responsible for any damage caused by their tenants.

13. Nothing may be done which will increase the cost and/or availability of insurance or will contribute to a fire hazard.

- a. Only propane and electric grills are allowed. Any other types of grills may not be present on KRM property. BBQ smokers are not allowed.
- b. No fire pits, bonfires, and tiki torches are not allowed on KRM Property.
- c. No firewood is to be stored on the patio and balconies.
- d. Barbecue fires must not be left unattended.
- e. Ashes from fireplaces are to be completely extinguished 24 hours before being put in the dumpster.
- f. Functional smoke alarms are required in all units and should be checked at least twice a year.

14. Chimneys:

- a. For the safety of all residents and to maintain good insurance standards, beginning in 1997 all chimneys must be inspected by the end of July every three years and cleaned (if necessary) at the expense of the owner.
- b. It is the owner's responsibility to clean and maintain the chimney and fireplace in a safe condition.
- c. Owner must submit proof of inspection to the Association office. If proof of inspection and/or cleaning is not submitted to the Association office by the end of July in applicable years, the Association will have the fireplace inspected, cleaned if necessary, and assess the owner. Assessment is due in 30 days.

15. Taking shopping carts from nearby stores is THEFT. Do not bring carts onto KRM property.

16. WATER HEATERS: Water heaters are to be replaced in accordance to the manufacturer's specifications and life expectancy. When installing a new water heater, local and state building laws must be followed, and all proper permits are to be obtained. The owners are to provide a copy of the water heater installation permit and manufacturer's life expectancy information to the Association Manager upon installation.
17. If an off-site owner's residence is outside King County or if a resident owner is absent from the site for more than 30 days he/she is required to designate a local representative to act on his/her behalf in an emergency. The Association, through the Community Manager, must be informed of this representative and information must be updated as needed.
18. AIR CONDITIONERS: Portable air conditioners may be used in windows but may not protrude beyond the window threshold. Air conditioners must be maintained per the manufacturer's recommendations. The air conditioners must not be attached in anyway to the building exterior. Any damage caused to the exterior will be the responsibility of the owner.
19. WINDOW SCREENS: Residents are permitted to install window screens. Frame must be brown or black.
20. SCREEN/SECURITY DOORS: Residents are permitted to install a screen door or security door on entrance to their unit. Door must be either brown or black.
21. SATELLITE DISH: No satellite dish may be installed anywhere in the complex without prior written approval of the Association.
22. EXTERIOR APPEARANCE: No owner may modify or change the exterior of the buildings, screens, doors, or other portions of any apartment visible from outside the apartment without the prior written consent of the Board or in accordance with rules or regulations of the Board.
23. DOUBLE PANE WINDOWS: Installation of double pane windows is permitted with vinyl frame to be almond or beige color only. Double pane windows may also be installed in existing frames.
24. Balconies and patios must be kept neat and free from clutter. Laundry, broken furniture, dead or fake plants, empty boxes, or other unsightly objects may not be visible from the outside. Nothing shall be hung on or from any railing, including decks and patios. No indoor furniture or work out equipment is permitted. Only typical outdoor furniture is allowed. If plants are to be kept on the patio, they must be in good condition. Any dead plants must be removed from the premises immediately.
25. Astroturf or other indoor/outdoor carpeting, or floor covering is prohibited on any common limited areas.

26. In order to preserve the uniform exterior appearance of the building, structural concerns, and the common areas and facilities to the public, the Board of Directors has the sole authority to decide on the painting and other decorative finish of the buildings, decks, patios, or other common or limited areas and facilities and to prescribe the type and color of such decorative finishes. No installations or modifications are permitted without approval from the Board of Directors.
27. The common and limited common areas shall not be reconstructed, rebuilt, altered, removed or replaced except by the Association acting through the Board of Directors. Owners are prohibited from modifying the structure or decoration of the buildings, decks or patios, stairways, yard areas, or other common or limited areas and facilities, including screens, doors, awnings, rails or other portions of each unit and building visible from the exterior thereof, including draperies, without prior approval of the Board of Directors. No exceptions.
28. No exterior clothesline shall be erected or maintained and there shall be no drying or laundering of clothes, blankets, beach towels, etc. on the patios, decks or other common or limited common areas.
29. Leaving food outside for stray animals or birds, including bird feeders (except hummingbird feeders), is strictly prohibited. Feeding stray animals and/or pets and leaving food in the common areas will be considered littering and subject to fines.
30. Any scheduled plumbing work that involves water shut off must be reported to the Association Manager at least 72 hours in advance so proper notice can be emailed to affected owners (emergency plumbing repairs are an exception). The owner or resident having the work performed is responsible for posting flyers 24 – 48 hours in advance on doors of all affected owners, specifying the date and time range of the water shut off, along with their contact information. The shut-off must be performed by a licensed, bonded, and insured plumber. Any damage is the responsibility of the owner or resident having the work performed.
31. Contractor Guidelines – Any work done on any owner's unit must follow the contractor guidelines which are available on the KRM website.
32. Smoking is prohibited in stairwells and enclosed common areas. Limited common areas (including decks and patios) are excluded from this restriction.
33. A move-in fee of \$125.00 will be assessed to the Unit Owner's account for each change of occupancy.

# DOMESTIC ANIMALS

1. Pet owners' have responsibility, accountability, and financial liability for all actions of their pets.
2. Pets such as fish, birds, hamsters, gerbils are permissible. Livestock including pigs, chickens, and rabbits are not permitted. Snakes are not permitted.
3. The number of animals in any Unit must not exceed that permitted by applicable law. Additionally, no pet shall exceed 100 pounds at full growth, unless they are a registered service animal.
4. Each dog and cat are required to be licensed by King County Animal control. Any unlicensed cat or dog shall be reported to Animal Control. The King County Animal Control or the Community Manager have authority to pick up any dog or cat that is running loose. Pet owner shall be responsible for any and all charges by County Animal control.
5. Dogs shall be attended on a handheld leash when outside their respective unit.
6. Dogs are not to be staked or chained outside a unit.
7. Pets are permitted to be on the lanai or patio unattended so long as the owner is home in the unit.
8. Dog and cat excrement must be removed and properly disposed of by the attendant immediately. Patio and lanai areas must be free and clean of any pet excrement.
9. Pet owners are expected to control or, if necessary, remove any domestic animal that becomes a nuisance which disturbs other residents.
10. Should an owner's pet exhibit aggressive behavior and a complaint is submitted to management, the Board may demand removal and that the board, in making this decision, may consider but shall not be bound by a behavioral assessment paid for by the owner.
11. No gates or fences shall be constructed to keep pets on decks or patios.

# GARBAGE

1. Trash and garbage which does not go down your sink disposal must be bagged and deposited inside the dumpster.
2. Place recycle items in the appropriate bin (newspaper, bottles, and cans, mixed paper).
3. All empty boxes must be flattened and put in the appropriate recycle bin.
4. No items are to be left outside the dumpsters.
5. The dumping of mattresses, bed-springs, furniture, water-heaters, etc. in or around any dumpster is not permitted. Dumpsters are for normal household garbage only. Anything else must be hauled and/or disposed of by the owners/tenants.
6. The dumping of Commercial waste materials in dumpsters is not permitted.
7. If it is determined by the managing agent that a resident has violated the policy regarding disposal of mattresses, bed-springs, furniture, etc. or commercial waste materials in or around dumpster the cost of removal will be levied against the account of the owner of the unit.
8. Pet waste and cat litter must be bagged before being put in the garbage.

# RECREATION FACILITIES

## PLAYGROUND

1. Owners are responsible for the safety of their children and guests while using the Common Area playground. Please inform daycare providers of the rules and regulations and that they must watch their children in their care at all times.
2. All persons must play with care and consideration of others.
3. Pets are not allowed in the playground area, unless they are service animal.
4. No jumping from play structures.
5. Recreational facilities are for the use of children of unit owners and registered lessees and guests only.
6. No one under the age of 12 may use the recreational facilities without adult supervision.
7. Playground hours are 10:00 AM to Dusk.
8. All persons using the playground assume all risk and liability and hold the Association harmless for all injury or damage that may occur as the result of use of the playground.
9. Every person using the playground must comply with all signage and posted rules.
10. The playground structure is designed for children between the ages of 2 and 12 years of age.

## RECREATION ROOM

1. The Recreation Room is for the use of unit owners and registered lessees only. The capacity of the room is 165 persons.
2. The Recreation Room can be rented only to residents whose units aren't more than sixty (60) days past due.
3. Reservations for use of the room may be made Monday through Friday during office hours.
4. Smoking and Alcohol are NOT permitted in the Recreation Room.
5. All reservations for special functions in the Recreation Room are to be made no less than 72 hours in advance by the resident who will be responsible for the event and cleanup after the event.
6. A nonrefundable rental fee of \$75 per event is required. This covers the administrative tasks to management.
7. A deposit of \$200 is required to reserve the Recreation Room. The deposit will be refunded provided the Room is left neat, clean and undamaged. If additional cleaning is required management reserves the right to have janitorial conduct an additional cleaning of the clubhouse

at renter's cost. Any damage, repairs, replacement, or cleanup costs in excess of the deposit will be assessed, collected, and the deposit fee will be forfeited.

8. Your key fob will be activated to access the clubhouse for the duration of the clubhouse rental.
9. The function must be concluded by 11:00 PM. Cleanup to be concluded by 10:00 AM the next day.
10. Persons under the age of 18 years of age must be accompanied by an adult
11. The unit owner must be present for the full duration of the reservation.

# RENTING REQUIREMENTS

1. The residential units are intended for and restricted to use as single-family residences only, on an ownership, rental or lease basis.
2. No lease or rental of a unit may be for less than the entire unit and no unit owner or other person shall be permitted to lease or otherwise rent a unit for a term less than thirty (30) days.
3. Owner(s) or authorized agent, either leasing or renting a unit, shall be responsible for giving the tenant(s) a copy of and explaining the Rules and Regulations at the time the unit is rented or leased.
4. Any lease or rental agreement must provide that its terms shall be subject in all respects to the provisions of the Association Rules and Regulations and that any failure by the tenant to comply with the terms shall be a default under the lease or rental agreement.
5. The Board of Directors hereby prohibits the parking of vehicles, owned by renters, in the parking spaces held for common parking if the renter does not have a completed lease or rental agreement on file with the Association.
6. The Administrative Rules and Regulations of the Association shall be binding upon all unit owners and occupants and all other persons claiming any interest in the condominium and other than stated, there is no restriction on the right of any unit owner(s) to lease or otherwise rent their unit.
7. As provided in Section 11.2 of the Declarations: Before a tenancy commences, the unit owner(s) must provide to the Community Manager a copy of the lease or rental agreement. The names of all occupants, as well as vehicle description(s) and any animals should also be provided.
8. Owners are financially responsible for any fines, damages or charges incurred by their tenants and also accountable for the conduct of their tenants and tenants' guests.
9. The Association strongly advises all owners and renters to carry homeowner and/or renter insurance.

# BIKE RACKS

1. All bikes must have inflated tires and be in workable condition.
2. All bikes must have a lock.
3. Any bike that isn't in a workable condition (flat tires, no wheels, no saddles, or otherwise inoperable) may be removed and disposed with a written three (3) day notice.

# STORAGE LOCKERS

1. Each resident is assigned one storage locker.
2. Storage of combustible materials in storage lockers is prohibited.
3. Storage aisle walkways are to be kept clear at all times.
4. Items abandoned in aisle way and other areas outside of the lockers will be removed and disposed of without any prior notice.
5. Storage lockers are to be used for storage purposes only.
6. Residents are to provide their own storage locker locks.
7. By using the storage lockers, you are putting your personal belongings in your storage locker at your own risk and hold the association harmless and not liable for damage to or theft of belongings.
8. Should your storage locker door be broken, please notify your Community Manager to inspect and properly repair.
9. Should your storage locker be broken into and personal belongings be taken, please contact local law enforcement and submit a report. Additionally report this immediately to your Community Manager to investigate.
10. No Smoking and/or consumption or storage of Alcohol within the storage areas.

# VEHICLES AND PARKING

1. Each unit is assigned one numbered parking space to be used by the owner or resident(s) of that unit for the parking of visibly operable passenger vehicles.
2. All residents of KRM must register their vehicle(s) with the Community Manager and display a parking permit on the rear of the vehicle(s). The permit cannot be reused on another vehicle, without a prior registration of that vehicle with the Association's management company. Motorcycles, motor scooters, mopeds, etc., are registered the same as passenger vehicles.
3. In the event a unit has two (2) passenger vehicles, one must be parked in an unnumbered space on a first come basis.
4. A maximum of two passenger vehicles per unit may be registered and parked on KRM property.
5. Any vehicle parked in any unnumbered or open parking space over 72\* hours will be ticketed for removal. After an additional 72 hours, the vehicle will be towed at the expense of the owner as per Section 10.3 of the Declarations. \*2<sup>nd</sup> vehicle registered with KRM must notify management if car will be parked longer than the 72 hrs.
6. The storing of inoperative vehicles on KRM property is prohibited. Vehicles with expired tags are also considered inoperative.
7. No resident shall conduct major repairs to any vehicle of any kind whatsoever, on any street or elsewhere in the KRM community, except for emergency repairs thereto and then only to the extent necessary to enable the vehicle to be moved to a proper repair facility.
8. Any noticeable oil leakage will result in the responsible homeowner being notified, and the oil stain being removed at the owner's expense.
9. Because of the possible danger of exhaust fumes seeping into the bedrooms of some units, because exhaust fumes destroy plants, and because parking Permits must be visible on the rear window of vehicles, back in parking is not permitted on KRM property (except in parking stalls which do not directly face a building.)
10. No commercial trucks (vans and pick-ups under 3/4 ton are permitted). The following are not permitted to be parked within the KRM property: trailers, campers, boats, jet skis, motorhome, and/or recreational vehicles.

11. No commercial trucks (vans and pick ups to and including 3/4 ton are excluded), box trucks/vans, trailers, campers, boats, jet skis, or recreational vehicles shall be parked on KRM property.
12. Any vehicle found blocking fire lanes, building entry ways, garbage dumpsters, or parked piggy-back fashion (double one behind the other) is illegal and will be ticketed and towed at owner's expense.
13. Any resident has the right to have an unauthorized vehicle towed from his/her assigned numbered parking space. Please contact the Association's management for assistance in coordinating the tow.
14. Any resident whose vehicle has been removed and who wished to pursue the recovery of any expense incurred, is to direct their complaint to the unit owner, the Board is not responsible for any consequences of the vehicle being towed in accordance to the KRM Rules and Regulations.
15. Parking privileges for a second vehicle may, at the Board of Directors discretion, be revoked at any time with cause with a written three (3) day notice. If the vehicle is not removed in the given time, it will be removed at the owner's expense.
16. Motorcycles (including visitor's motorcycles) must be parked in the unit assigned space in front of the passenger vehicle and must be parked parallel to the curb.
17. These Vehicle and Parking rules are binding upon all unit owners and/or tenants.

# INSURANCE CLAIMS

1. If personal injury occurs in the common areas of KRM property, immediately notify the Community Manager in writing and provide details of the accident. The Community Manager will notify the Board and insurance company. The injured party must follow up by completing an Accident/Personal Injury Report Form available from the Community Manager.
2. All probable insurance claims not involving personal injury should be submitted in writing to the Community Manager for review by the Board of Directors before presentation to the insurance company.
3. Any insurance claim from any unit that suffers a loss from any cause other than an obvious common cause may require filing under extended coverage with the Homeowner responsible paying the required deductible.
4. Any Insurance Claim from any unit that suffers a loss from a “common area” may require filing under extended coverage with the Association paying the deductible requirement.
5. Except to the extent covered by Association insurance, the Association will not be liable for any injury or damage to person(s) or property whatsoever.
6. Any unit suffering loss caused by another unit may seek coverage of the loss from the homeowner of the unit causing the damage.

# PROCEDURES FOR ENFORCEMENT

1. **Concurrence:** Every owner, tenant, condominium resident or guest at KRM is required to comply with the Declarations, Bylaws, and Rules and Regulations.
2. **Precedent:** Lack of enforcement in the past does not mean that any rule or restriction can or will be waived.
3. The Board of Directors is empowered to establish and enforce Rules and Regulations. The management shall carry out all directions of the Board for the enforcement of rules.
4. The Rules and Regulations will constitute the basis for violations subject to fines. The procedures to assess the fines will be as follows: Complainant(s), being the offended person or persons, shall file written complaint using the Rules and Violation Report form with the Board of Directors, either directly or through the managing agent. Before Kingsgate Ridge Manor will pursue violations that cannot be viewed during an inspection of the Community, Owners must first register their complaint with the Community Manager. Please submit with your complaint any pictures, videos, and witness of the reported violation. The Association cannot guarantee that the identity of complainant(s) will be held in confidential.
5. The Board will review the complaint in a timely manner and if they so elect, will refer the matter to the managing agent to notify the offender by a warning letter, sent either by regular or by certified mail, in regard to the nature of the violation and the potential fine, and demand that there be no further such violation.
6. If the violation continues to occur or reoccurs at any point following three days from the mailing of a regular letter or the receipt date of a certified letter, the managing agent shall notify the offender that a hearing will be scheduled in the managing agent's office as of a prescribed date no earlier than ten days no later than twenty days from the date of the notifying letter. The offender may appear in person or provide a statement, together with supporting evidence if any, in lieu of appearing. Further, the offender may request a delay of hearing for a mutually agreeable period not to exceed ten days from the original hearing date. If the offender fails to follow the above procedures, the Board may impose the proposed fine or take the other proposed enforcement action without further notice.
7. Following the hearing, or default, the managing agent will make a finding and notify the Board. Unless the Board overrides the finding of the managing agent within ten days of the date of finding,

the fine will be entered as a special assessment against the offender and collected in the same manner as other assessments.

8. Fines will be levied in accordance with the following schedule:

| First Violation   | Courtesy Notice |
|---|-----------------|
| Second Violation (within 1 year)  | \$100.00 Fine   |
| Third Violation (within 1 year)   | \$200.00 Fine   |
| Any and all subsequent Violations within 1 year   | \$200.00 Fine   |
| The board has the right to engage the associations legal counsel at anytime where a violation exists. |                 |

9. The Board of Directors has the right to suspend for up to thirty (30) days or condition the homeowner's right to use any recreational facilities the Association owns, operates or maintains commencing on a date in the future selected by the Board.
10. If the situation is ignored, and/or violations continue, the Board will initiate use of legal proceedings to obtain an injunction, damages, or both. The board has final authority to pursue legal remedy.

# RULES AND VIOLATION REPORT

Before Kingsgate Ridge Manor will pursue violations that cannot be viewed during an inspection of the Community (i.e., barking dog, noise nuisance, garage storage, etc.), an Owner(s) representing must first register their complaint with the applicable public agency (where applicable) and then submit their complaint to the Association.

Please be as specific as possible to allow the Board to expedite the process in a timely manner. All alleged violations will be evaluated to ensure they are considered an infraction as defined by the Association's legal documents.

**REPORT FILED BY:****Name:** \_\_\_\_\_**Name:** \_\_\_\_\_**Address:** \_\_\_\_\_**Address:** \_\_\_\_\_**Phone:** \_\_\_\_\_ **Date:** \_\_\_\_\_**Phone:** \_\_\_\_\_ **Date:** \_\_\_\_\_**Signature:** \_\_\_\_\_**Signature:** \_\_\_\_\_**Name:** \_\_\_\_\_**Name:** \_\_\_\_\_**Address:** \_\_\_\_\_**Address:** \_\_\_\_\_**Phone:** \_\_\_\_\_ **Date:** \_\_\_\_\_**Phone:** \_\_\_\_\_ **Date:** \_\_\_\_\_**Signature:** \_\_\_\_\_**Signature:** \_\_\_\_\_**VIOLATION INFORMATION:****Name:** \_\_\_\_\_**Address:** \_\_\_\_\_**Phone:** \_\_\_\_\_

(Alleged Violator's Name)

(If Known)

**Description of alleged violation:** \_\_\_\_\_

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(If additional space is needed, please use reverse side of form.)

**Dates and times alleged violation occurs?** \_\_\_\_\_**How often does the alleged violation occur?** \_\_\_\_\_