

RV FINES

BOARD POLICY

PROCEDURES AND SCHEDULE OF FINES

INTRODUCTION:

Article 6 of the Restrictive Covenants of Surfside Estates contains procedures for enforcement of the Covenants. Section 6.4 of the Covenants states as follows:

“6.4 Fines. The Association may impose fines for violation of these covenants consistent with a schedule of fines adopted by the Board. The Board may establish procedures regarding fines, and appoint personnel (members, employees or others) with the authority to impose fines. If a fine is imposed, a letter will be sent to the owner subject to the fine which includes the following information:

- a) The amount of the fine;
- b) The reason for the fine;
- c) A statement that the fine may be appealed to the Appeal Process (defined below) within twenty one (21) days of the date of the Letter;
- d) A statement that, if the fine is not appealed, it will be deemed to be valid and will constitute a lien on the owner’s parcel.”

Section 64.38.020 of the *Revised Code of Washington (RCW)* states that one of the powers of the Association is as follows:

“(11) Impose and collect charges for late payments of assessments and, after notice and an opportunity to be heard by the board of directors or by the representative designated by the board of directors and in accordance with the procedures as provided in the bylaws or rules and regulations adopted by the board of directors, levy reasonable fines in accordance with a previously established schedule adopted by the board of directors and furnished to the owners for violation of the bylaws, rules and regulations of the association.”

This Policy is intended to implement Section 6.4 of the Covenants consistent with this provision of state law.

I. GENERAL FINE PROCEDURES

This Policy is intended to supplement the procedures in the Covenants. This Policy does not supersede the Covenants. Except in the case of an emergency as determined by the Authorized Personnel (as defined below) a warning letter (the “Warning Letter”) will be sent out before a fine is imposed advising the member that a fine will be imposed if the violation is not corrected, or if the violation is repeated, as the case may be, within a specified time.

1.1 If the Warning Letter is not complied with, or in the case of emergency as determined by the Authorized Personnel, the Authorized Personnel shall issue a fine letter (the “Fine Letter”) containing the information required by the Covenants as well as other information determined appropriate by the Authorized Personnel sending the Fine Letter.

1.2 All Warning Letters and Fine Letters will be sent as required in Section 6.6 of the Covenants. The Authorized Personnel may, but is not required to, send a copy of any Warning Letter or Fine Letter to the member at such other address or in such other manner as the Authorized Personnel determines to be appropriate, but failure to do so shall not in any way affect the validity of the letter or the fine imposed. The twenty one (21) day time period to appeal a fine will commence on the day the Fine Letter is mailed.

Fines shall be paid by mail or in person at the business office of the Association. The Association shall issue a receipt for the payment of any fine. Under no circumstances may a fine be paid directly to the Authorized Personnel outside the business office of the Association.

A fine may be appealed consistent with the Covenants. A fine constitutes a Lien on the lot or lots owned by the member under the jurisdiction of the Association, and failure to pay a fine may result in legal action being initiated. The imposition and/or payment of a fine in no way relieve the member of the obligation to comply with the Covenants, and the Association has the right to enforce the Covenants, in addition to the imposition and collection of fines, as established in the Covenants.

1.3 The Board hereby appoints the following personnel to impose fines pursuant to Section 6.4 of the Covenants, which personnel shall be referred to in this Policy as the "Authorized Personnel":

- a) The Compliance Officer of the Association or other employee(s) of the Association whose duties include enforcement of the Covenants;
- b) The chairperson of any committee of the Association if that committee has been specifically charged by the Board with enforcement of the specific Covenant for which a fine is imposed.

1.4 Warning Letters, Fine Letters and other letters authorized by this Policy may be signed by the Authorized Personnel, by the General Manager of the Association or by the President or other specifically authorized Trustee of the Association.

1.5 The Authorized Personnel shall keep records documenting the violation and containing the Warning Letter, the Fine Letter and other correspondence and information regarding the violation, but failure to maintain such records will not invalidate any fine that is imposed.

1.6 The Authorized Personnel has discretion in the performance of authority and responsibility under this Policy and Section 6.4 of the Covenants. This includes, but is not limited to, discretion regarding how to investigate an alleged violation, the frequency of investigating an alleged violation and, except as otherwise specified in the Covenants or this Policy, whether a series of related actions or inactions represents one or multiple violations.

1.7 In an appropriate circumstance, as determined by the General Manager or President of the Association, the Association may, at any time, enter into a compliance agreement with a member regarding a Covenant violation and/or to obtain compliance with the Covenants on that member's lot or lots. This compliance agreement may either be in written form, signed by the member and the Authorized Personnel, or in oral form if the substance of the agreement is contained in a letter sent by the Authorized Personnel to the member. This compliance agreement may include, among other things, waiving fines for violation of the Covenants if the member complies with the agreement.

However, each compliance agreement must require that if it is not complied with all fines for violations as established in this Policy shall be imposed and collected.

1.8 In the event of any inconsistency between the provisions of Section 1 (General Fine Procedures) of this Policy and the provisions of another Section of this Policy related to fines for violations of a specific Covenant provision, the provisions in the other Sections of this Policy shall prevail with respect to violation of that Covenant provision.

II. FINES PERTAINING TO RV'S

4.1 RV fines require a written 10 day warning letter to correct the complaint. Fines will begin on the 11th day after the letter. If the violation has not been corrected within the time specified in the Warning Letter, the following fines shall be imposed:

- a) A fine of \$10.00 per day is assessed for each lot with a violation of Section 2.9 of the Covenants for thirty (30) days.
- b) Commencing on the 31st day and continuing until the violation is brought into conformance with Section 2.9 of the Covenants, \$15.00 per day for each lot containing any RV in violation of Section 2.9 of the Covenants.

4.2 The Board may find that extenuating circumstances exist, which justify, in some circumstances, establishing a compliance date for violations of Section 2.16 of the Covenants beyond the twenty one (21) day period of Section 6.3d of the Covenants.