

  
**MEADOWWOOD**  
*Your Home At Liberty Lake*  
HOMEOWNER'S  
ASSOCIATION  
BOARD

**RULES AND REGULATIONS**  
**Amended August 18, 2010**

Each Homeowner has a substantial investment in their home as well as the state of the entire association. These rules and regulations have been created in order to protect that investment and promote the welfare of all homeowners and occupants by ensuring the maintenance of a safe, attractive and pleasant residential neighborhood.

As allowed in the documents governing the association and its operation, these rules have been designed and adopted to clarify, strengthen, and enhance those outlined in the CC&R's. The Board has relied heavily on the precise language of the CC&R's, input from the community, and fair practices to adopt these rules and regulations.

The HOA Board of Directors, Property Management representatives, and committee members will work to enforce these rules, but the participation and cooperation of every homeowner and occupant is essential to our efforts to maintain a beautiful community.

These rules and regulations were adopted March 17, 2005, amended May 21, 2008, September 16, 2009, August 18, 2010, and will be fully active and enforceable as of **October 1, 2010.**

**Section 1: General Rules & Regulations**

1. Rules and Regulations promulgated by the Board of Directors shall apply to and be binding upon the owner and/or

occupants of the Meadowwood Homeowners Association and of Rocky Hill Town Homes and their invitees and visitors.

2. Owners shall be responsible for the actions of occupants of their lot and for their compliance with all governing documents for the Association.
3. Owners shall be responsible for informing any occupants of the governing documents and shall take such action as may be required to secure compliance when any violations occur.
4. Proposed additions or amendments to the Rules and Regulations must be submitted to the Board of Directors in writing and will be considered at the next scheduled board meeting or at a special meeting if warranted.
5. Adoption of any addition or amendment to the Rules and Regulations shall be implemented by majority approval of the Board of Directors and will be implemented 30 days after published notification to all homeowners of the association through 2 consecutive advertisements in the legal journal of the City of Liberty Lake.

## **Section 2: Architectural Control**

The Architectural Control Committee is appointed and controlled by the Developer and those rules are not a part of these Rules and Regulations.

## **Section 3: Development and Property Maintenance**

(Please reference Article 8 of CC&R's for complete list of Residence and Use Restrictions)

1. Owners and/or occupants shall maintain their home, fencing property, other structures and outbuildings and landscaping in compliance with the requirement of the governing documents that require uniform, presentable, and attractive appearance (see CC&R Article 5, Section 5.1).
2. Owners who do not maintain their property as described in Section 3.1 above shall receive notice from the HOA Board and/or the Association Manager outlining specific concerns and requesting action as outlined in Section 6 of these Rules and Regulations (see CC&R Article 14, Section 14.1).
3. Garbage containers and yard waste shall not be allowed in the front yard or on the street except on the day before

and the day after garbage collection day. All trash, garbage, and other waste must be kept in sanitary containers. All equipment, garbage cans, wood piles, or storage piles shall be kept screened and concealed from view of streets and Common Areas (see CC&R Article 8, Section 8.9).

4. Parking of recreational vehicles including, but not limited to, trailers, boats, off-road vehicles, jet skis, watercrafts and unlicensed or inoperable vehicles are not allowed in the street, driveway or the front yard of a home for periods that exceed 48 hours. Guests are allowed to park for 72 hours and may stay longer if the Association Manager is notified. Habitual parking of any of the above vehicles in a driveway or street is not permitted. Work vehicles or equipment larger than a standard size pick-up truck or van may not be parked overnight in the street or the front yard driveway of a home at any time. (see CC&R Article 8, Section 8.13).
5. No Nuisance shall be permitted to exist or operate on any lot which is detrimental to any other lot in the vicinity thereof or to its occupants. Homeowners shall receive notice from the HOA Board and/or the Association Manager outlining specific concerns and requesting action as outlined in Section 6 of these Rules and Regulations (see CC&R Article 8, Section 8.5).
6. Lawns and lot areas visible from the streets of MeadowWood shall be maintained in a manner that projects a healthy state as defined by having proper mowing, weeding, shrub/tree trimming, and care for bare patches and/or diseased or dying plants (see CC&R Article 5).
7. Any dwelling or other structure erected or placed on any lot shall be completed as to external appearance, including finished painting and front and side yard landscaping, pursuant to approved plans and specifications, as soon as reasonably practicable, and in any case within 6 months of initial occupancy. Rear yard landscaping must be completed within one (1) year of initial occupancy. No other structure or outbuilding may be placed or erected on any lot unless approved in writing by the Architectural Review Committee.
8. Streets are not recognized as legitimate play areas as they are not safe. Therefore, the Board discourages basketball hoops and playground equipment in the street or the public road rights of way. Should playground equipment, basketball

hoops, skateboard apparatus be left in the street, on pathways or in drainage areas when play ceases or at the end of the day, the owner of such equipment shall receive a notice from the HOA Board and/or the Association Manager expressing our concern as it is considered an accident waiting to happen. Basketball backboards must maintain a high quality appearance (see CC&R Article 8, Sections 8.8 and 8.13).

9. To maintain consistent appearance of the community, holiday decorations (including lights) may not be installed or displayed more than 45 days prior to any holiday and must be removed no later than 45 days after a holiday, weather permitting.

#### **Section 4: Pet and Animal Care**

(Please reference Article 8.7 of the CC&R's for Residence and Use Restrictions regarding Animals)

1. The Board of Directors recognizes the City, County and State ordinances regarding pet control as the same rules for the Association. Homeowners are encouraged to understand and abide by these laws as they apply to their particular pet.
2. Actions of pets outside the owner's lot may infringe upon the rights of other homeowners. Homeowners of concern shall receive notice from the HOA Board and/or the Association Manager outlining specific concerns and requesting action.
3. The pet owner is responsible for cleaning up immediately any mess left by their pet and/or repairing any damage done in areas outside the owners' lot, on common areas, or on areas of the owner's lot visible from the streets of MeadowWood. Any owner or occupant, who habitually allows their pet to use common areas or private property to relieve itself without proper disposal of the pet's mess, shall receive notice from the HOA Board and/or the Association Manager outlining specific concerns and request compliance. The City ordinance requires homeowners to assume this responsibility for their pets.
4. No Domestic pet may be kept if it is a source of annoyance, nuisance, or interference with the ability of other homeowners to enjoy and utilize their property and common areas. The Board shall report any nuisance pet activity to the proper authorities.

## **Section 5: Display of Signs**

All residences shall have a designated street number that is easily viewed from the road. One sign advertising a home for sale is permitted, provided it has a maximum area of 200 square inches and the longest dimension is not greater than 40 inches. The sign is to be on its own post and shall not be placed higher than 72 inches from the prevailing ground plane. The sign must be placed on homeowner's property, no portion of sign or post may extend over or onto any sidewalk or roadway. Subcontractor and material men signs are prohibited.

## **Section 6: Assessments, Fines & Financial Enforcement**

1. Homeowner Assessments shall be payable by the following dates:

### **Main Association**

1st payment due on or before Jan. 31st  
2nd payment due on or before July 31<sup>st</sup>

### **Sub-Associations** (Grayhawk, Garden Ridge, Rocky Hill Townhomes and Cottage Homes)

1st payment due on or before Jan. 31st  
2nd payment due on or before April 30th  
3rd payment due on or before July 31st  
4th payment due on or before Oct. 30<sup>th</sup>

2. Payments not received by the Association Manager on or before the above dates will be considered delinquent and subject to late fees. Unpaid assessments shall bear interest at the rate of twelve percent (12%) per annum until paid.
3. A \$25 Late Fee (\$10.00 late fee + \$15.00 Administration fee) will be assessed each month or fraction thereof on any outstanding balance from the due date until the Assessment and/or fine and all late charges are paid.
4. Returned checks or payments will be subject to a \$40 additional fee.

5. Each unpaid assessment and/or fine shall constitute a lien on the respective real property prior and superior to all other liens except: 1) all taxes, bonds, assessment and other levies which, by law, would be superior thereto; and 2) the lien or charges of any mortgage of record made in good faith and for value. Such lien, when delinquent, may be enforced by foreclosure and sale by the Association, its attorney, or any other person authorized by this Declaration or by law to make the sale, after failure of the Owner to pay such Assessments, and/or fine in accordance with the provisions of applicable law to the exercise of power of sale in deed of trust, or by judicial foreclosures as a mortgage, or in any other manner permitted by law.

- You will receive a courtesy letter if assessments and/or fine are 30 days or more past due;
- You will receive Notice of Lien if assessments and/or fine are 60 days or more past due including a \$50 fee;
- A lien will be recorded if assessments and/or fine are over \$500 along with a fee of \$125, plus all costs associated in obtaining and satisfying a lien;
- Foreclosure, litigation and/or collection may be initiated if the outstanding balance exceeds \$1,000. If such action becomes necessary, all fees and costs incurred will be sought;
- Any monies paid which do not cover all past due assessments plus late charges and other penalties will be applied in the following priority:
  1. Assessments;
  2. Late Fees;
  3. Other fines and penalties;
  4. Attorney fees and costs; and
  5. Interest

The Association acting on behalf of the property owner shall have the power to bid for any property at the foreclosure sale, and to acquire and hold, lease, mortgage, and convey the same. The foreclosing party shall have the right to reduce or eliminate any redemption rights of the defaulting owner as allowed by law. Suit to recover a money judgment for unpaid assessment, rents and/or attorney fees shall be maintainable without foreclosing or waiving the lien securing the same. The Board may impose reasonable monetary penalties including actual attorney fees and costs and may temporarily suspend the Association membership rights of any owner who is in default in payment of any

assessment, after notice and hearing according to the Bylaws.

6. Upon the sale of any lot within the MeadowWood neighborhood, the new property owner will be directed to an electronic copy of all CC&R documents, and the Rules and Regulations via the HOA website. A transfer fee of \$100 will be assessed upon the sale of any home in MeadowWood. It is the responsibility of the Owner to advise the Association Manager of any address changes &/or tenant information for billing purposes. The Owner will be responsible for all late fees and interest due to non-payment or lack of notification to Association of change of address. The Association can be notified by email via the 'Contact' button on the website.

## **Section 7: Conditions, Covenants, and Restrictions Enforcement Purpose and procedure:**

**Purpose:** All Conditions, Covenants, and Restrictions (CC&R's), **By-Laws and other governing documents of** the MeadowWood Homeowners Association will be fairly and equally enforced within the community in order to preserve and better the livability, owner enjoyment, and value of the properties.

**CC&R Enforcement Procedure:** The following steps will be taken in the enforcement process:

If you are in violation of any covenant you will receive a courtesy notice of violation in the mail. If the violation is corrected within the time specified in the courtesy notice, the issue will be considered resolved.

If you fail to correct the violation within the time allowed, you will receive a final notice of violation letter via certified mail (return receipt requested) with a stated time period to correct the violation. If you fail to correct the violation within the stated time period, you will receive an initial notice of fine. Repeat/similar violations will not receive courtesy letters prior to the fine. The schedule of fines is as follows:

- First violation \$ 100.00
- **Second similar violation \$ 200.00**

- Third and subsequent similar violation \$ 300.00

If you dispute the fine, you will have seven (7) days in which to request a hearing. If you fail to do so, your right to dispute the fine will be deemed waived and the fine will be final and the next level of fine will be imposed along with a time period to correct the violation. Additional fines shall be levied until the violation is corrected. If you request a hearing, the violation and fine will be determined at a hearing of Board representatives, and their decision shall be final. Unpaid fines will be sent to an attorney for collection. Said collection will also result in attorney fees and costs being charged to you. See Section 4.5. Hearings are available on the second Wednesday of each month. The Board must receive a "Request for Hearing" by the Friday preceding the second Wednesday of the month.

It is not the intent of the Board to become an enforcement agency submitting fines for every violation. However, it is the intent of the Board to see that the CC&R's along with Rules & Regulations are followed in a reasonable manner.