

# **Waldenwood West HOA Architectural Rules & Guidelines**

## **1. Applications and Authority**

**1.1 Architectural Control Committee (ACC) and General Powers of the Board to Enact Rules and Regulations.** There is a need for the Board of Directors to establish uniform procedures under Article IV of the Waldenwood West Covenants, Conditions and Restrictions (“CC&Rs”) and generally to implement guidelines and enforcement provisions concerning architectural and property use restrictions for owners and residents. The Board of Directors hereby designates the Architectural Control Committee to perform certain duties relating to environmental review. Further, Article VII of Waldenwood’s Bylaws authorizes the Board of Directors to adopt and publish rules and regulations governing the use of the Association’s common areas and faculties, the personal conduct of the Association owners and to establish penalties for owners’ infractions of the established rules.

**1.2 Purpose** The Architectural Review Committee shall regulate the external design, appearance, use, location, and maintenance of the Properties and of the improvements thereon in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography.

**1.3 Procedures** Any addition to an existing building, any exterior alteration, modification, or change to an existing building, or any new-detached structure must have the approval of the Association before any work is undertaken. Examples of such projects without limitation include a deck, storage shed, greenhouse, patio, doghouse, and other outbuildings or structures. Any addition, exterior alteration, modification, or change to an existing building shall be compatible with the design character of the original building. Any new-detached structures shall be compatible with the parent structure.

## **2. Use Restrictions**

**2.1** Each Lot may be used as a residence for a single family and for no other purpose.

**2.2 Antenna, Satellite Dish and Solar Panels:** Solar panels must be approved by the ACC before installation. Residents are permitted antennas or satellite dishes one meter or less in diameter or diagonal measurements, provided such devices are designed to receive broadcast satellite services and signals, television broadcast signals, video programming services or multipoint

distribution services. No antenna tower, or exterior receiver or transmitter shall be allowed on any lot without approval.

Article III: section 13: TV Antennas. No antenna, which extends more than five (5) feet above the structure or four (4) wide or long or in diameter shall be permitted unless approved architecturally by provisions of Article IV.

**2.3 Landscaping:** The lot owners shall be responsible for the maintenance, repair and replacement of all yard landscaping for their respective lots. Sidewalk grass strip in front and or side of an owners lot shall be maintained by the resident and remain primarily landscape grass. Any substantial change by a homeowner of the status quo landscape (i.e. grass, plants, and trees) for a landscape different from the common schemes at Waldenwood West (i.e. lava rocks, stone, faux turf or other extraordinary material) must be reviewed and approved by the ACC. If any portion of the lot is not maintained properly, the Board may notify the lot owner of such failure, and instruct the lot owner to remedy such failure. If the lot owner does not remedy such failure within 15 days after such notice, the Association shall have the right to contract for the completion of the required work and levy a special assessment against the lot owner for the cost, plus a fifteen percent (15%) administration fee.

**2.4 Exterior Lighting:** Exterior lighting shall not require prior approval of the Committee. No exterior lighting shall be directed as to create any annoyance to any owners' neighbors. Security lighting should be directed or shielded so that it is contained on the homeowner's property. Any additional exterior lighting must be limited to the rear or side of the building. Post lamp styles should be compatible the architectural theme of the community.

**2.5 Signs:** Political signs must be removed the day following the elections.

Article III: Section 7: Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period. Political yard signs of not more than five (5) square feet are allowed during campaign periods.

**2.6 Recreational Equipment:** Recreational equipment (such as, but not limited to) play equipment should be placed with a 5 feet set back from the lot lines. Recreational equipment more than 7 feet high as measured from the ground shall be submitted and approved prior to installation. Only temporary recreational equipment shall be placed in the front of the lot. Basketball hoops are not to be mounted on the home. Freestanding basketball hoops must be kept in good condition on private property and never on the sidewalks or streets.

**2.7 All vehicles** parked in driveways and on the streets must be in operable condition, properly registered, and in running condition, including no flat tires.

**2.8 Recreational Vehicles:** No boat, race car, travel trailer, tent trailer, house trailer, motor home, cab/over-truck or camper shell that is separate or attached to a vehicle shall be stored or parked for any purpose for more **than 14 days** on any driveway or visible side of any home without prior written approval of the Board. Overnight parking of vehicles in excess of one ton is at all times prohibited, with the only exception for cleaning and/or loading, which shall not exceed 8 hours.

Article IV: Section 12: Campers, Trailers and Recreational Vehicles. The keeping of a boat, boat trailer, camper, mobile home, recreational vehicle or travel trailer, cars, or similar objects, either with or without wheels, on any parcel of property covered by these covenants is prohibited unless written permission is granted by the procedure specified in Article IV (Architectural Control Committee) providing for storage to be no less than 30 feet to front lot line, or nearer than 30 feet to any side street line; provided, however, that such personal property or vehicle shall be adequately screened and/or within a structure either of which has been architecturally approved by provisions of Article IV. Bonafide guest recreation vehicles are exempt from this provision for a period not to exceed **14 days**. The Association may remove, or cause to be removed, any unauthorized vehicle at the expense of the Owner in any manner consistent with law.

**2.9 Trash Disposal:** Trash, debris nor rubbish of any kind shall not be placed, maintained, stored, or allowed to accumulate on any Lot or Common Property. Each Lot is allowed 1 recycle container, 1 trash container, 1 yard/organic waste container. Waste containers must be stored in the garage or on the exterior wall on the side of the house. If these containers are stored on the street side of a corner lot or a lot next to Common Property, the containers must be screened by a fence or dense evergreen hedge. All garbage and other waste shall be kept in appropriate sanitary containers with the lids closed when not in use. Waste containers (cans or totes) must be removed from the street and properly stored within 48 hours after pick-up day. If waste materials pick-up does not occur as scheduled, waste containers are to be removed from the street after 48 hours from the scheduled pickup. No outside incinerators are allowed on any lot.

Yard waste, such as rocks, lawn and shrubbery clippings, dirt and other material resulting from landscaping work, shall not be dumped into public streets or ditches or on any of the Common Properties. The individual lot owner shall be solely responsible to remove and dispose of all such materials. Should any Lot Owner fail to comply with this rule within ten (10) days following the date on which notice is mailed to him by the Association informing him of such violation, the Association may remove any materials remaining on the Common Properties.

Article III: Section 9: Garbage. No lot shall be used or maintained as a dumping ground for rubbish or trash. Garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

**2.10 No clotheslines, rugs, blankets, clothes, mops** or other materials are allowed to air or to be stored in any area visible from the street.

**2.11 Winter Decorations:** Winter decorations are allowed beginning November 15 and must be completely removed no later than February 15. Other holiday decorations can go up the first of the month in which the holiday is celebrated and must be removed no later than two weeks after the holiday has passed.

**2.12 Unsightly Conditions:** No lot owner shall permit any unsightly condition to exist on his lot. Unsightly conditions shall include, without limitation, litter, trash, junk or other debris; inappropriate, broken, damaged or ugly furniture or plants; non-decorative gear, equipment, cans, bottles, ladders, trash barrels and other such items.

The Committee may grant a written waiver of this covenant upon application by a lot owner as provided in this Declaration.

Article III: Section 4: Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Nothing shall be done or maintained on any lot or within any Dwelling which may be or may become an annoyance or nuisance to the neighborhood or other Owners within the Property or other activity which may or does detract from the value of the Property.

**2.13 Noise:** Noise from machinery, radio, television, stereo or similar equipment shall be kept at levels that will not, at anytime, annoy or disturb other residents. No loud or boisterous parties or noises will be permitted.

**\*Snohomish County** and community quiet hours are from 10:00 p.m. to 7:00 a.m. Monday through Friday, and 10:00 p.m. to 9:00 a.m. on weekends. Snohomish County Code, Title 10, Chapter 10.01, "Noise Control.

**2.14 Pets:** When outside, pets must be in the company and controlled by their owners. County law requires dogs be kept on a leash at all times. Owners are required to immediately clean up after their pets. No commercial breeding of animals of any kind is permitted.

For Snohomish County Animal Services  
Code Enforcement & Animal Control, please call 425-388-3627

Article III: Section 8: Animals and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other small household animals or birds may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

**2.15 Dog Houses:** Doghouses and runs must be of reasonable size and color and style should be compatible and consistent with the house design, style and color scheme.

Dog houses must also be maintained in good condition and must be kept to the rear of the property. Kennel plans must be submitted to and approved by the ACC before the work commences.

**2.16 Exterior Paint.** In general, only those areas that are painted may be repainted; only those areas that are stained may be re-stained; unpainted surfaces and unstained areas such as brick or stone shall remain unpainted and unstained. Before a lot owner begins any exterior painting a completed *Paint Selection Form* must be submitted and approved by the ACC. Lot owners must paint a 2x2 section of the body color on the home to be review by the ACC. Preferred paint color schemes are available on the Associations website: [www.waldenwoodwest.org](http://www.waldenwoodwest.org).

**2.17 Heat Pumps, Central Air Conditioning Equipment:** These items shall not be visible from the street with the exception of a window AC unit. Heat Pumps and AC Equipment noise level shall not exceed 80 decibels. Window AC units must be removed in the fall and store out of site.

**2.18 Siding Materials:** A change in siding design or material shall be submitted using a *Request for Alterations* form and approved of before the work commences.

**2.19 Decks, Patios, Porches, Walkways and Driveways:** Any construction of or alteration of a deck, patio, porch, walkway, or driveway shall be submitted using a *Request for Alterations* Form and approved of by the ACC before the work commences.

**2.20 ADA Handrail and Supports:** Handrail and supports around the front porch and steps must be constructed out of black wrought iron or black powder coated aluminum. A Request for Alterations form shall be submitted and approved by the ACC before the work commences.

**2.21 Roofs:** Roof replacements must be submitted using a Request for Alterations form and approved of by the ACC before the work commences. A dark colored Architectural Composition with a minimum of a 30-year warrantee is preferred.

**2.22 Window, Exterior Doors, and Garage Doors:** Window and door replacements, which alter the exterior appearance of the building, shall be submitted using a Request for Alterations form and approved of by the ACC before the work commences.

**2.23 Sheds/Exterior Structures:** All sheds and structures added by the residents must be installed in a timely fashion and maintained in good condition.

No more than one shed per lot is permitted. All storage sheds must have the approval of the ACC before installation is initiated. Material type, finish and design style of sheds must match the exterior of the surrounding homes.

**2.24 Fencing:** Only wood material fencing of 6 feet height maximum is permitted. Front fencing is not acceptable. Under no circumstances will chain link fencing be permitted. All fences must be maintained in good repair. Where the fence has a “good” and “bad” side, the good side shall face the street. Stain and paint color shall be submitted for approval by the ACC before the work commences, natural wood tone color is preferred.

Article III: Section 10: Fences. No fence, wall, or hedge shall be permitted to extend nearer to any street than the minimum setback line, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two (2) feet above the finished grade at the back of said retaining wall. Exemptions to this paragraph may be granted by the procedure specified in Article IV (Architectural Control Committee). No fence, wall, hedge, or other obstruction shall be permitted to intrude into the buffer zones. All fences in the front and/or back yard shall be of wooden material.

### **3. Homeowner Exterior Repairs or Modification Procedure**

**3.1** Each lot owner will submit his proposal for exterior addition, alteration, or improvement to his property in writing, using an Architectural Form. The forms available on the website [www.waldenwoodwest.org](http://www.waldenwoodwest.org). The proposal will contain a description of the project, including the height, width, length, size, shape, color of materials, and exact location of the proposed improvement. Photographs or sketches of similar completed projects will aid the consideration. The alteration must not affect the existing drainage pattern.

**3.2** All requests must be submitted by mail to 3916 114<sup>th</sup> Street SE, Everett WA 98208 or e-mail to ACC@waldenwoodwest.org. Verbal requests will not be considered.

**3.3** Each alteration or addition must be specifically approved, even though the intended alteration or improvement conforms to the adopted guidelines, and even when a similar or substantially identical alteration or addition has been previously approved.

**3.3** The applicant shall be informed in writing of the decision.

**3.4** If the applicant fails to receive a reply within forty-five days of its receipt, the request shall be considered approved, unless the Board of Directors, Architectural Control Committee, or its designee requests additional information or clarification, then the forty-five day period would commence upon receipt of information requested from the applicant.

**3.5** If the proposal is rejected, the reasons for disapproval shall be stated as part of the written decision.

**3.6** The applicant is free to request reconsideration if new or additional information that might clarify the request or demonstrate its acceptability can be provided.

## **4. Enforcement**

**4.1 Board Authority.** These Rules shall be adopted and enforced by the Board of Directors as provided for in the Articles of Incorporations and the Declaration of the Association. Owners are responsible for compliance by their tenants.

**4.2 Board Enforcement:** These Rules and Regulations may be enforced by proceedings at law or by the Board for the purpose of securing equitable relief, monetary damages, or both. At the discretion of the Board, any violation of any of the governing documents, including these Rules and Regulations, shall be subject to the following as per Article III: Section 15.

Article III: Section 15: Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damage.

### **4.3 Homeowners Complaints:**

(a) **Self Help First.** If you are disturbed by the actions of other residents, you should make a personal contact with the offending party to make them aware of the situation. Often a friendly reminder resolves the situation. If the grievance is not rectified after talking to the other party, you may submit a formal complaint to the Board of Directors for action.

(b) **Written Complaints.** If you feel that one or more of the Association Rules have been violated, you may submit a complaint to the Board of Directors or the ACC. Complaints must be dated, written, identify the specific rule or rules suspected of being violated and signed by the party submitting the complaint.

(c) **Board/Committee Response.** Complaints within the review authority of the ACC will first be referred to the ACC for evaluation and determination of proposed action, if any. As soon as is practicable, the board will consider the complaint or make a referral to the ACC where appropriate. The Board, or the ACC, as the case may be, will make a determination as to whether any rules have been violated and if any action is necessary to stop the violation. The Board or the ACC will endeavor to inform the complainant of the decision.

**4.4 Fines.** Violations of the CC&R's, Bylaws, or these Rules may result in the imposition of a fine.

(a) **General Fine Schedule.** Unless some more specific schedule of fines has been published to redress specific rules violations, fines may be imposed, at the sole discretion of the Board, as follows:

First violation - warning notice

Second violation - \$25.00

Third violation - \$50.00

Fourth violation - \$250.00

Fifth violation – to be determined by the Board of Directors: Directors may determine that each day during the violation continues as a separate offense, subject to a separate fine not to exceed Twenty dollars (\$20) for each offense.

(b) **Opportunity for a Hearing.** When any fine is imposed or damages repair assessment is made against any Homeowner or Lot, the Board of Directors will notify the owner and residents of that lot in writing of the amount of the fine and/or damages repair and the reason for the assessment. The resident or the owner of the Lot shall have 15 days to request a hearing before the Board of Directors to have the matter reviewed. This request shall be made in writing to the board. If no request for hearing is made, the fine and or damage assessment will remain effective against the Lot, and the monetary penalty will become enforceable against the Homeowner, and become enforceable against the Lot, and begin to accrue interest at the rate of 12% per annum until paid in full.

(c) **Payment of the Fines.** Fines and assessments for damage will be assessed on or before the next regularly scheduled assessment statement and must be paid along with the assessment no later than the 30<sup>th</sup> day of stated due date will result in administrative (late) fee charges.

**4.5 Notice of Violation.** If the Board determines that a violation of a rule has occurred, the Board may, in its sole discretion and without limiting any other remedies available to the Board, send written notice of violation to the offending party, and the owner of the lot which that person occupies if that person is not the owner, specifying the particular rule(s) being violated and suggesting a specific remedy or course of action to be followed by the offending party for redressing or alleviating the situation. If the violation constitutes a recurring violation or a violation for which general or specific fine schedule has been published, the notice shall also specify the fine at the option of the offending party.



**4.6 Enforcement Hearings.** If a hearing is requested, the board shall schedule a meeting with the homeowner within 20 day of the receipt the notice of request of hearing to review the matter. At the hearing all parties shall have an opportunity to be heard at the hearing. Counsel may represent any party at the hearing. After all testimony has been given, the Board of Directors shall then determine, by a vote of the members, if a Rule violation has occurred and if any fine shall be issued. The majority of the Board members shall prevail. All parties shall be notified in writing of the decision.

**4.7 Fees and Costs.** In addition to any fine assessed, the Lot owner/resident will be responsible for the cost associated with the violation, including, but not limited to repair of property damage and any attorney's fees or other fee incurred by the board which may be associated with the violation.

**4.8 Lien for Charges.** Fines and damages assessments imposed under these *Rules & Regulations* will give rise to lien rights in the Association for collection amounts due, and such lien may be enforced the same general liens for delinquent assessments pursuant to Article VI of the Declaration.

Article VI: Section 1: Creation of the Lien and Personal Obligation of Assessments. The Developer for each Lot owned by it within the Properties hereby covenants and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person or persons who was the Owner of such property at the time when the assessment fell due.

**4.9 Alternative Remedies.** Nothing in this section shall be construed as a prohibition of or a limitation on the right of the Board to pursue other means to enforce the provision of various Association documents, including but not limited to legal action for damages or injunctive relief.

**4.10 Interpretation of Rules.** The Board shall have the right to determine all questions arising in connection with these Rules and to construe and interpret the provisions of the Rules, and its good faith determination, construction, or interpretation shall be final and binding. The Board, in discharge of its obligations hereunder and in its deliberations, shall act

fairly in making decisions concerning various plans, specifications, plot plans, and landscape plans submitted to it by various owners for consideration. The determination of the Board, as to noncompliance, shall be in writing signed by the Board and shall set forth in reasonable detail the reason of noncompliance.

## **5. General Provisions**

**5.1 Meanings.** Words and phrases used in these Rules shall be given their ordinary meaning unless otherwise provided for herein.

**5.2 Amendments.** These Rules may be amended by the Board of Directors in accordance with the Articles of Incorporation of the Homeowners' Association and the Declarations.

**5.3 Severability of Provisions.** If any clause, phrase, provisions, or portion of rules or the applicable of them to any person or circumstances shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of these rules nor any other clause, phrase, or portion hereof, nor shall it affect the application of any clause, phrase, provision, or portion hereof to other permitted persons or circumstances.