

**THE VINEYARD, A CONDOMINIUM
ENFORCEMENT POLICY
Adopted January 13, 2015 and Effective February 15, 2015**

On January 13, 2015, at a duly called Board Meeting; the Board of Directors resolved to adopt the Enforcement Policy effective February 15, 2015. Therefore, this Enforcement Policy supersedes any and all previous Enforcement Policies. A copy of said policy shall be mailed to all owners in accordance with the governing documents of The Vineyard, a Condominium.

1. PURPOSE

The Association has the legal duty to enforce the recorded protective covenants and conditions that govern use of property. The Association's purpose is to preserve and protect the quality and character of the development, to provide for the maintenance, preservation and control of the common areas, and to promote the health, safety, protection and welfare of the property owned by members of the Association. As such, a uniform enforcement policy is necessary. The Association through its Board of Directors shall apply this enforcement policy equally and consistently.

2. AUTHORITY

The Articles of Incorporation grant the Association enforcement powers. The Bylaws authorize the Board of Directors of the Association to adopt rules and regulations governing the conduct of persons and the operation and use of the lots to assure the peaceful and orderly use and enjoyment of property. The Declaration of Covenants, Conditions and Restrictions (Declaration) grants the Association the power and duty to enforce the covenants and to establish rules, regulations and fines as necessary for that purpose.

3. VIOLATIONS

For the purpose of enforcement and fees, violations of the Declaration are based upon their effect on property values and/or interference with the right to quiet enjoyment or potential health and safety violations of the property of other Association members.

Potential violations which may include, but are not limited to:

Maintenance of improvements and landscaping on owners lot(s) (11.5 & 11.6)
Storage of RVs, boats & boat trailers, panel trucks, campers, inoperable vehicles (House Rule #3)
Offensive or unlawful activities, i.e. nuisance (11.11)
Waste, rubbish & trash (11.8)
Animal restrictions (11.10)
Renting and leasing (House Rule #6)
Temporary residence (11.1)
Satellite dishes (House Rule #2)
Parking (11.3)

4. a). NOTICE & FEE SCHEDULE (Please note separate schedule for Section 11.3&House Rule #3 violations)

<u>Notice</u>	<u>Action</u>	<u>Days to Comply</u>	<u>Fee (All Fees Are Accumulative)</u>
1 ST	Failure to Comply Notice	2 – 30 (Dependant on Violation)	\$0.00 Courtesy Notice
2 nd	Failure to Comply Notice	15	\$ 25.00
3 rd	Failure to Comply Notice	15	\$ 50.00 (in addition to previous fee)
4 th	Final Notice	15	\$ 100.00 + *Fee+Remediation Costs (in addition to previous fee)

*The Association may assess fees in excess of the above schedule if, in the opinion of the Board of Directors, the violation creates a hazard to the safety, welfare or property of other residents.

4. b). NOTICE & FEE SCHEDULE - FOR SECTIONS 11.3 & House Rule #3 ONLY

<u>Notice</u>	<u>Action</u>	<u>Days to Comply</u>	<u>Fee (All Fees Are Accumulative)</u>
1 ST	Failure to Comply Notice	24 Hours	\$100.00

***IF NOT COMPLIED BY DATE ON LETTER, THEN IMPROPERLY PARKED VEHICLES WILL BE SUBJECT TO TOWING AT OWNER'S EXPENSE. NO ADDITIONAL WARNING OR FURTHER NOTICES WILL BE GIVEN.**

*The Association may assess fees in excess of the above schedule if, in the opinion of the Board of Directors, the violation creates a hazard to the safety, welfare or property of other residents.

Each notice shall describe the violation and inform the homeowner what must be done to cure the violation. Notices shall inform the homeowner that unpaid fees and uncorrected violations could result in lien and/or potential legal action and payment of legal costs and fees.

If the Association has imposed a daily fee, the homeowner has the duty to inform the Association that corrective action has been taken and the violation cured, or the fee could continue. All violations must be corrected in good faith and permanently.

5. MULTIPLE VIOLATIONS

Each violation is treated separately. For example, if a homeowner has three unrelated violations, they will be treated as three violations and not one and the process is applied to each violation separately, since the homeowner could correct one but not all of the violations.

6. APPEAL PROCESS

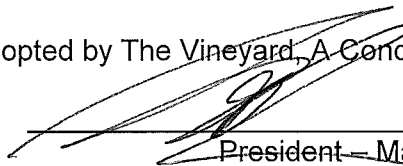
The Association's governing documents and RCW 64.38.020 grant to the homeowner the right to appeal any dispute with the Association. Homeowner must put a request to appeal in writing, sent to the address of the Association. Thereafter, the Association's Board of Directors will notify the homeowner within 30 days of receipt of the appeal and will set a hearing on the matter not more than 30 days thereafter. At the request of the homeowner, the matter shall first be mediated prior to a hearing on the appeal.

7. GENERAL

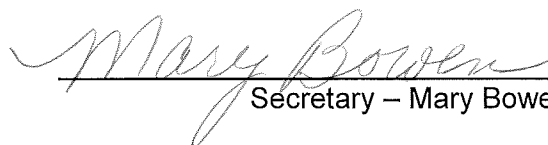
The Association's Board of Directors shall have the authority to modify monetary fees or liens or alter the process, with the exception of the appeal process, through a formal vote of the Board.

Copies of all notices and related correspondence will be maintained by the Secretary of the Association and/or the Association's management company.

This Enforcement Policy adopted by The Vineyard, A Condominium on the 13th day of January, 2015.



President – Maria Deshaye



Secretary – Mary Bowen