

PANORAMA HEIGHTS PUD HOMEOWNERS ASSOCIATION

GOOD NEIGHBOR POLICY

(RULES & REGULATIONS)

EFFECTIVE:

SEPTEMBER 20th, 2004

FOREWORD

The underlying philosophy of the Panorama Heights PUD Homeowners Association Good Neighbor Policy is COMMUNITY LIVING. Positive communication with your neighbors is the best solution to many problems. The enforcement procedures contained within should only be used as a last resort after all attempts have been made by the parties involved to resolve the issue. Your help in seeing that the provisions of this booklet are carried out is welcomed and appreciated. Leaving the enforcement of this Good Neighbor Policy to others places an unfair burden on them. All residents must share in this responsibility.

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ARTICLE 1
ENFORCEMENT PROCEDURES

A. GENERAL

1. These procedures provide for the enforcement of the Declaration and its Amendments, the Bylaws, and the Good Neighbor Policy of the Panorama Heights PUD Homeowners Association (“PHA”).
2. These procedures apply in all cases unless specifically exempted by another Article.
3. All Panorama Heights members and residents, whether owners or renters, have equal rights under these rules, except as may be provided by:
 - a. Statute;
 - b. the Declaration; or
 - c. the Bylaws.
4. All members and residents are legally required to comply with the Declaration and its Amendments, the Bylaws, and the Good Neighbor Policy of the PHA, as provided by the Declaration Section 1 of Article Eighteen, General Provisions, Binding Effect.
5. The Board of Directors urge all members and residents to make every attempt to solve problems themselves before using these procedures.
6. Any member or resident has the right to a hearing before arbitration during the enforcement process as provided for in the Declaration Section 6 of Article Eighteen, General Provision, Owner Objection.

B. COMPLAINT PROCEDURES

1. Any member or resident may write a letter to the Association, through its managing agent, giving a full and detailed account of the problem, including who, what, when, and where.
 - a. Any member or resident filing a complaint must identify themselves.
 - b. In a bonafide emergency, the manager will accept a telephone call, with a written complaint to follow.
 - c. Any member or resident filing a complaint still has the right and responsibility to file a complaint with the police or other civil authorities, if appropriate.
2. If the original problem persists, the member or resident may file additional written complaints with the Managing Agent and/or Board of Directors.

C. ENFORCEMENT PROCEDURES ON VIOLATIONS OF RULES

1. The Board within ten (10) working days of receipt of a complaint will mail to the member and/or resident in violation, a letter stating the nature of the complaint and the penalty, if any.
 - a. The name and the lot number of the person filing the complaint will not be released except to the Board of Directors.
 - b. Copies of the letter will be mailed to:
 - 1.) The owner of the lot in question
 - 2.) The Board of Directors
 - c. The letter shall include a statement providing the resident in violation with an opportunity to respond to the alleged violation. This statement shall be worded in a manner that allows for and encourages this response.
 - d. The violation must cease or be corrected immediately unless otherwise specified in the letter.
 - e. Anyone against whom a complaint has been filed shall have the right to be heard by the board. Any request for such a hearing must be submitted to the board in writing.
2. On the **FIRST COMPLAINT**, a courtesy letter will be sent. This will be a friendly reminder about the Covenants, Conditions and Restrictions of the Declaration and the Amendments to the Declarations.
3. On the **SECOND COMPLAINT** of the same Rule, the second letter will be sent. The second letter will give the warning of an impending fine, if compliance is not met or no response is received within a Specified Period.
4. On the **THIRD COMPLAINT** of the same Rule, the third letter will be sent. The letter will impose a fine of **\$250.00** if compliance is not met or no response is received within another Specified Period. This letter will also warn of doubling the fine if the violation is not corrected.
5. On the **FOURTH COMPLAINT** of the same Rule, the final letter will be sent. The final letter will increase the fine to \$500, if compliance is not met within 15 days. This letter will also warn of an impending lien upon the property if the fine is not paid within 30 days. If the violation continues, the Board of Directors will proceed with further action as provided for in Article Ten, Section fifty-two, and Article Eighteen of the Declaration.

D. ENFORCEMENT BY THE BOARD

1. The Board of Directors shall use the enforcement policies and procedures as set forth in the Declaration Article Eighteen, and as further clarified in Article 1, Section C of this document.

E. ENFORCEMENT EXPENSES

1. All expenses incurred by Panorama Heights PUD Homeowners Association, including all legal and collection costs, will be assessed to the Lot whose member is in violation.

F. REJECTION OF COMPLAINTS

1. The Board of Directors reserves the right to reject any complaint if:
 - a. It is of a frivolous nature;
 - b. Its intent appears to be harassment ;
 - c. It is vague and lacking in necessary concrete details.

**ARTICLE 2
ASSESSMENTS AND COLLECTIONS**

A. DELINQUENT ASSESSMENTS.

1. The due date for all assessments is 1st of January of each year.
2. Any Assessment not received within thirty days is delinquent and subject to a late charge.
3. For each delinquent account, the Board will mail the member a notice of delinquency including the amount of the delinquent payment.
4. The Board of Directors will review all accounts delinquent two or more months and will authorize special collection procedures, including but not limited to:
 - a. Submitting to legal counsel and/or collection agency
 - b. Filing a lien
 - c. Foreclosing on the lien
 - d. Filing a complaint in the courts

B. LATE CHARGES

1. All fines and late charges are special assessments, as provided for in the Declaration.
2. Annual and Special assessments, unpaid when due, will be assessed a late charge of twenty-five dollars (\$25.00) per month.

3. Annual assessments, unpaid when due, will be assessed interest in accordance with the Declaration, Section 2 of Article Nine, Collection of Assesment, Delinquency.
4. The procedure to collect unpaid late charges will be the same as specified above in Section A, "Delinquent Assessments."

C. COLLECTION EXPENSE

1. All expenses incurred by the Association including all legal costs, fees of collection agencies, and fees to release a lien, will be assessed to the unit owner, and further are subject to all the provisions of this Article.
2. Checks not honored due to "Non-Sufficient Funds" will incur an additional \$25.00 charge.

D. WAIVER OF COLLECTION PROCEDURES

1. The Board of Directors reserves the right to waive these procedures when a member notifies the Board that a special hardship exists and the Board agrees in writing to waive these procedures for a specified period of time.

**ARTICLE 3
GENERAL RULES**

A. RESPONSIBILITIES OF PANORAMA HEIGHTS PUD HOMEOWNERS ASSOCIATION MEMBERS

1. Each member is responsible for the activities and conduct of their household members, tenants, guests and pets, including compliance with the Declaration and its Amendments, the Bylaws, and this Good Neighbor Policy.

B. EXCESSIVE SOUND OR NOISE

1. Unusually loud sound or noise from a lot that is easily transmitted beyond that unit to another lot or any common area, is excessive and is not permitted. A special effort should be made to avoid excessive noises between the hours of 10:00 p.m. and 8:00 am.

C. OUTSIDE APPEARANCE

1. Screen/storm doors visible from the front of the house shall be kept clean and in operable condition.

2. Seasonal decorations shall be placed no more than thirty (30) days prior to the Holiday and shall be removed no later than thirty (30) days after the Holiday.
3. "FOR SALE OR LEASE" signs will be permitted as outlined in the Declaration Section 33 of Article Ten, Building, Use, and Architectural Restrictions, Signs.
4. Residents will maintain lot to include any building or improvements located on the property at all times. This includes, but is not limited to, exterior paint, gutters, windows, doors, siding and any other exterior improvements, as stated in Declaration Section 43 of Article Ten, Maintenance of Structures and Grounds.
5. Residents will maintain landscaping to include weed-controlled grass no higher than 3 inches, and should be watered in order to maintain green appearance unless water restrictions are in effect. Flower or shrubbery beds shall be maintained weed-free. Trees should be kept trimmed as not to encroach upon neighboring property or streets. Trees or other plants that are or will grow to be higher than 6 feet and which will significantly affect the view from any lot shall be approved by the ACC. If a dispute arises regarding tree height and view blockage, the ACC shall have the final decision.
6. All Residents shall obtain prior approval of the Architectural Control Committee, as stated in the Declaration Section 4 of Article Ten, Approval by ACC Required, for any lot improvement including structural additions and all other outside improvements whether listed in this section or not.

D. USE OF INDIVIDUAL GARBAGE CONTAINERS

1. All garbage, trash, and waste items will be appropriately packaged and placed inside a garbage container.
2. Garbage, trash or other waste items placed next to the container will be so placed only in the evening prior or on the day of pick up. Containers must be removed and stored on the same day following pick up.
3. Garbage and recycle containers are to be stored in the garage or out of view from the street, as stated in Declaration Section 38 of Article Ten, Garbage and Refuse.

E. MOVING IN AND OUT OF A LOT

1. Major moving in or out of a lot is allowed only between the hours of 8:00 a.m. and 10:00 p.m.
2. Homeowners are responsible for any and all damages to the common areas and Public Right of Way including but not limited to plants, landscaping, recreational facilities, mail boxes, street lights, sidewalks, and driveway approaches that are caused by the moving process.

F. COMMON AREAS

1. Members will be financially responsible for any damage done to the common areas by household members, tenants, guests and pets.
2. Recreation equipment, toys, non-motorized vehicles, bicycles, and other personal property, i.e. firewood, boats, campers, basketball hoops, etc., will not be left in common areas for longer than twelve (12) hours. However, if they present a hazard they will be removed immediately.
3. Bicycles, scooters, roller skates, skateboards, etc. are not to be ridden on grassy areas.
4. Residents may not dump any material into any common areas and into the storm drainage systems. This includes but not limited to yard waste, other solid waste, and liquid waste such as vehicle oil or fluid, and paint.
5. Children playing in common areas must be supervised by an adult. Children are prohibited from playing on the retaining walls of the common areas. Any damage to play areas, basketball courts, etc must be paid for by the parents.
6. Unlicensed motorized vehicles (i.e. ATV's, power scooters, motorcycles, etc.) shall not be driven in any common areas or on any streets or alley ways within the community.

**ARTICLE 4
OWNERS, LANDLORDS AND TENANTS**

A. FULL RESPONSIBILITY OF OWNERS AS LANDLORDS

1. Any PHA member who leases or rents their lot to others retains full responsibility for the tenants actions, including, but not limited to:
 - a. Use, maintenance, and care of the lot.
 - b. The activities, conduct and compliance with the Good Neighbor Policy by any tenants, tenant's household members, pets and guests.
 - c. Any property damage arising from any acts by any tenants, tenant's household members, pets or guests.
 - d. Informing tenants of the Good Neighbor Policy.

B. ENFORCEMENT

1. The member (lot owner) will ensure the tenant's compliance with the Declaration and its Amendments, the Bylaws, and this Good Neighbor Policy, and all applicable laws.
2. In the event the member (unit owner) cannot or will not enforce the rules, the Managing Agent and the Board of Directors will enforce them according to the Article 1 of this Good Neighbor Policy.
3. If the tenant receives three (3) complaints within twelve (12) months for the violation of any rule, the Board of Directors may evict the tenant.
4. All fines and other enforcement expenses, including eviction expenses will be assessed against the member who owns the lot in which the tenant resides.
5. If any member (owner) permits their tenant to acquire three (3) complaints within twelve (12) months, the Board of Directors may assess fines as described in Article 1 of this Good Neighbor Policy.

**ARTICLE 5
PETS**

A. GENERAL

1. Pets shall be limited to three (3) domestic pets per lot.
2. All pets, i.e. dogs, cats, etc., are to be on leashes and supervised when outside of the Owner's unit. No pets shall be left leashed to trees, shrubs, street light poles, or other natural or man made features of the common areas and the Public Right of Way.
3. Any pet attacking a person or another pet shall be subject to immediate removal by Pierce County authorities.
4. Pet owners must control barking or any other frequent, repetitive noises from pets that interfere with the peace and comfort of their neighboring residents. The Board has the right to remove any pet which consistently disturbs other residents.
5. Pet owners will immediately remove pet feces from all common areas and the Public Right of Way, or neighbors yards if said owner's animal commits waste on that yard.

B. ENFORCEMENT

1. After three (3) complaints any animal deemed a nuisance or a hazard, by decision of the Board of Directors, shall be reported to Pierce County Animal Control.
2. The owner of a pet is financially responsible for any damage done by the pet to the common areas and the Public Right of Way.
3. Pet owners not picking up their pet's feces will be subject to the Enforcement Procedures as listed in Article 1 of this Goog Neighbor Policy.

**ARTICLE 6
VEHICLES AND PARKING**

A. GENERAL

1. The speed limit in the public streets of Panorama Heights is twenty five (25) miles per hour. The speed limit in the private alley roads of Panorama Heights is fifteen (15) miles per hour.
2. Vehicles without mufflers or with loud mufflers are not permitted within the Panorama Heights community. Dirt bikes, ATVs or other off-road vehicles are not permitted to be driven within Panorama Heights community.

B. VEHICLES AND PARKING

1. Vehicles are not permitted to be in the unpaved areas, to limit driving visibility, or to block access to any fire hydrant, other residents' driveways, or alley roads. Vehicles parked parallel on both sides of the street will be considered "blocking" for emergency vehicle passage.
2. Guests are expected to comply with the vehicle rules of this Article 6.
3. Vehicles dripping oil, gas, or other fluids must be removed or repaired immediately, and the vehicle's owner must immediately clean up the damaged area to prevent permanent damage to the asphalt or sidewalk concrete.
4. No vehicle repairs are permitted on individual premises except minor operations which can be completed in 24 hours.
5. Semi-trucks, other large commercial vehicles, or recreational vehicles are not permitted in the members' driveways with the exception of moving companies or delivery companies present for that explicit purpose.

ADOPTED this Twentieth day of September, 2004

BY:  _____
Panorama Heights PUD Homeowners Association

ITS: PRESIDENT