



HAWTHORNE STATION
HOMEOWNER'S
ASSOCIATION

LOT MAINTENANCE REQUIREMENTS,
CORRECTION AND ENFORCEMENT
GUIDELINES

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GENERAL

These Rules Regulations have been established in the best interest of the Association as a whole and shall be applied and enforced by the Board of Directors, its designated committee(s), or agent(s) in a manner not intended or implied to be arbitrary or capricious.

The provisions of the Declaration and By-Laws and this Resolution shall be applicable to every Lot Owner, and the Lot Owner's family, occupants, servants, employees, agents, visitors, guests, invitees, and licensees.

LOT OWNER'S DUTY TO MAINTAIN

Home and Improvements maintenance duties include, but are not limited to:

- Maintain home and improvements thereon in good order, condition, and repair, in a clean and sanitary condition, and shall perform all redecorating, painting, and the like which may at any time be necessary to maintain the good appearance of the home and trimmings.
- Clean siding to remove mold and algae, and replace damaged or discolored building materials promptly.
- Repair and paint wood trim, stoops, and hand railings as necessary.
- Repair or replace rotting trim, fence, deck boards, damaged or missing shutters, shingles and siding.
- Maintain and repair of any pipes and drains or other utilities feeding from fixtures within the home to a central collection pipe or drain.
- Removal of all outdoor holiday or celebratory decorations, lights and other celebratory related items no more than 30 days after the holiday or event.
- Removal of trash cans from street within 24 hours of trash removal.
- Trash cans cannot be visible from the street.

Yard maintenance duties include, but are not limited to:

- Generally maintain all yards of the Lot in an orderly condition so as not to detract from the neat appearance of the community.
- Lawns and grass planting strips must be mowed, watered, and be kept free of weeds.
- Sidewalk planting strips and flower beds must be kept free of weeds.
- Remove dead plant material and replace with new and similar plant material.
- All shrubs shall be trimmed to maintain a neat and uniformed appearance.
- Repair/replace damaged and unsightly plants and foliage.
- Bark, mulch, or planting materials must be maintained in such a way to provide a uniform look without patchy or bare spots.

RULES AND REGULATIONS FOR LOT MAINTENANCE

A Lot Owner may be held jointly and severally responsible for the actions of the Lot Owner's family, occupants, servants, employees, agents, visitors, guests, invitees, and licensees, and may be held jointly and severally liable in any violation enforcement proceedings.

Pursuant to the policies and procedures herein set out, a Lot Owner's failure to act upon any request to maintain or repair the Lot or improvement, shall, in addition to any and all sanctions and remedies available, be subject to fines as set forth in Hawthorne Station Homeowners Association Amendment to Bylaws.

It is the intention of the Board of Directors to employ the least cumbersome, safest, most effective method of administering and enforcing these rules at all times. In this regard, those employing this Resolution are authorized to deviate from it when special circumstances indicate that such deviation is in the best interest of all parties involved.

No provision of this Resolution shall be construed to require the Association to repair, or otherwise maintain any Lot or improvement.

This Resolution will be reviewed periodically by the Board of Directors to ensure its effectiveness and compliance with the Bylaws and CC&R's.

CORRECTION AND ENFORCEMENT

In accordance with Article VI, Section 3 of the Hawthorne Station Homeowners Declaration of Covenants, Conditions, and Restrictions, "If any Lot Owner shall fail to conduct the maintenance on his Lot or the exterior of the Housing Unit located thereon, or fails to maintain the Lot and the exterior of the Housing Unit in the same condition as a reasonably prudent homeowner, or in a manner which preserves the drainage for Lots, the Association shall notify the Lot Owner(s) in writing of the maintenance required".

In the event an Owner of any Lot in the properties shall fail to maintain the Lot and the improvements situated thereon, as provided in this [*Resolution*,] Declaration and in the By-Laws, the Board of Directors may appoint some person or persons to enter upon said Lot to correct drainage and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. All costs related to such correction, repair or restoration shall become a lien upon such Lot and such lien may be enforced in the same manner as an annual assessment levied in accordance with Article VIII of the CC&R Declaration.

The Board of Directors or its designated agent or committee shall determine when maintenance or repair to a Lot and/or improvements is appropriate or necessary to protect common areas or other Lots, or to preserve the appearance, value, or general welfare of the Association.

When maintenance or repair to a Lot is deemed necessary and appropriate, notice will be sent to the Lot Owner at the address of record stating:

- Nature of the requested maintenance or repair(s).
- The time frame in which to be completed.

If not completed on or before the appropriate date that corrective action may be taken by the Association to include:

1. A written notice will be mailed to the lot owner with a request to maintain or repair the noted CCR violation with 30 days to correct said violation.

2. A 2nd written notice will be mailed to the lot owner 30 days after the first notice if the CCR violation is not corrected. This will include a \$25 violation fine.
3. A 3rd written notice will be mailed to the lot owner 30 days after the 2nd notice if the CCR violation is not corrected. This will include a \$50 late fee.
4. A 4th written notice will be mailed to the lot owner 30 days after the 3rd notice if the CCR violation is not corrected. This will include a \$75 late fee and the intent to acquire professional services to correct the CCR violation. This will result in billing the lot owner for the services rendered as well as all late fees. After 30 days, a lien will be placed on the home and the homeowner will be responsible for the lien and all legal fees.

APPEAL PROCESS

Any owner receiving a fine who believes no violation or delinquency occurred may submit an email or written explanation indicating why you believe the violation did not occur to the Association Board of Directors at HOA@Hawthornestation.com or HSHOA President, 2020 Maltby Road, Ste. 7-349, Bothell WA 98021 within 5 business days of notice. The owner will be given an opportunity to be heard and no fine will be imposed until after the hearing.