

# **Property Maintenance Covenants Compliance and Enforcement Policy**

## **Cliffside Beach Homeowners Association**

**APPROVED BY THE BOARD OF TRUSTEES NOVEMBER 13, 2014**

### **PURPOSE**

This policy is intended to define a consistent set of evaluation criteria to assist Association members, the Board of Trustees and Architectural Review Committee (ARC) in assessing compliance standards for non-building construction related Covenant provisions and to provide a process for enforcement of Covenant provisions.

### **GENERAL**

The Declarations of Covenants, also known as Covenants, Conditions and Restrictions (CC&Rs) establish property use requirements and restrictions for Association property owners. The Statutory Warranty Deed for each property documents these limitations and conditions. Specific conditions or limitations include membership in the Association, property easements, payment of assessments levied by the Association as well as a commitment to abide by the terms of the Declarations of Covenants. It is understood that properties in the CBHA will exhibit a diverse range of maintenance and upkeep levels but the Association has an obligation to enforce the Declarations on those properties which fail to meet the minimum standards and intent of the Declarations.

This policy was adopted by the Board of Trustees under authority of Article IX, Section 1.a) of the Cliffside Beach Homeowners Association Bylaws. The definitions used in this document are those established in the Bylaws (dated July 17, 2010), Declarations of Covenants and Cliffside Beach, Inc. Building Guidelines (registered with Kitsap County November 22, 2006).

### **Covenant Provision 1**

“The use of all lots in these plats shall be restricted to single family residential uses. No structures shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single family dwelling for single family occupancy and a private garage.”

### **Enforcement Criteria**

1. Kitsap county defines “single family residence” as a detached dwelling designed for and occupied by one family including those structures and developments within a contiguous ownership which are of normal appurtenance. (reference Kitsap County Code 17.110.242)
2. Renter(s) are not permitted at an owner occupied property.
3. The property owner may rent vacant property so long as the single family residential restriction is not exceeded.
4. Property owners will notify renters that they must abide by Association Declarations and other Association rules and conditions. Property owners will also provide renter contact information to the Association.

### **Covenant Provision 6**

“No vehicle, house trailer, car trailer, or boat shall be parked in the street or on any lot in any manner or way as to be unsightly to the neighborhood as determined by the Architectural Review Committee.”

### **Enforcement Criteria**

1. It is recognized that property owners may need to store and park vehicles, boats and trailers but the Declarations of Covenants do not permit long term storage of such vehicles which appear abandoned or visibly detrimental to neighborhood.
2. A vehicle or trailer parked or stored such that is not visible to the neighborhood cannot be visibly detrimental to the neighborhood.
3. Examples of “unsightly to the neighborhood” that should be considered: vehicle/trailer parked with flat tires(s), vehicle parked in one location so long that vegetation has grown on/around/through it, broken glass on/around the vehicle, rusting or corroded vehicle, vehicle covered with tarps, vehicle raised on blocks, vehicles leaking oil or other fluids on the ground.

### **Covenant Provision 9**

“No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanity containers. All incinerators or other equipment for the storage or disposal of such waste shall be kept in a clean and sanitary condition.”

### **Enforcement Criteria**

1. The Association recognizes property owners may have a temporary need to accumulate trash, garbage, waste or debris during times of home maintenance, extensive cleaning or remodeling. It is expected that such waste will be promptly and properly disposed upon completion of work.
2. Accumulation of trash, garbage or waste that is visibly detrimental or unsanitary to the neighborhood is not permitted. Examples include:
  - A. Accumulations of trash, garbage, waste or rubbish visible to the neighborhood and left unattended for an extended period of time. Extended period of time would be indicated by decomposing waste in the accumulation or new vegetation growing in or on the waste.
  - B. Garbage containers or other accumulations of waste/rubbish that have an offensive odor, attract nuisance insects, rodents, scavenging wildlife or other vermin.
  - C. Dumping of hazardous chemicals including motor oil and car anti-freeze on any lot.

### **Covenant Provision 12**

“Lot owners shall remove any trees that are dead, damaged or not firmly rooted so as to become a hazard to adjacent property.”

### **Enforcement Criteria**

1. Lot owners have a common law responsibility to inspect trees on their property and remove any determined to be a hazard to adjacent property.
2. A lot owner with a concern that tree hazard(s) exists on an adjacent property are encouraged to first communicate the concern to the owner of the property. Both owners should negotiate in good faith to resolve the concern. If the property owner with the suspect tree(s) refuses to address the issue then the concerned property owner should:
  - A. Have an ISA Certified Arborist assess and report on the condition and health of the suspect tree(s) and to provide a written report with the determination whether the tree(s) is/are a hazard and should be removed.
  - B. If the tree(s) are identified as a hazard, send a copy of the report via certified mail to the adjacent neighbor and a copy to CBHA Board of Trustees with a letter stating the desire for the tree(s) to be removed. The property owner with the tree becomes liable for all damages or injuries resulting from a falling tree once it has been identified as a hazard.

- C. If the hazard tree is not removed after a reasonable time following delivery of the letter/arborist report the property owner with the concern may request the Association to intervene on their behalf.

## **Enforcement**

The ARC will make periodic assessment of properties within the Association to determine whether there is any property which violates the allowable limits and intent of the Declaration provisions.

Any Association member in good standing can refer a covenants compliance complaint to the ARC or Board for review and possible enforcement action. The ARC will review all member complaints and submit a report to the Board. ARC will coordinate with adjacent/affected property owners for their input as part of the review. If the ARC determine that a property is in violation of a covenant provision the ARC report will include recommendations to the Board for remediation and enforcement action.

The Board will review ARC submitted reports and recommendations at the next scheduled Board meeting. IF THE BOARD FINDS THAT THE COMPLAINT IS SUBSTANTIATED AND JUSTIFIED BASED ON THE ARC REPORT AND CBHA GOVERNING DOCUMENTS, THEN A WRITTEN NOTICE OF NON-COMPLIANCE AND POSSIBLE ENFORCEMENT ACTION WILL BE SENT TO THE OWNER. The notice shall provide a reasonable period for the owner to remedy the violation, or to request a review/appeal of the complaint or to request a waiver of the covenant.

IF, AFTER A REASONABLE PERIOD, NO REMEDY HAS BEEN MADE, OR RESOLUTION REACHED WITH THE OWNER, THE BOARD MAY ASSESS A MONTHLY PENALTY UNTIL THE OWNER BRINGS THE PROPERTY INTO COMPLIANCE WITH THE COVENANT PROVISION(S). THE AMOUNT OF SUCH PENALTY IS \$50 PER MONTH PER INFRACTION.

IN THE EVENT OF LITIGATION THE ASSOCIATION SHALL BE ENTITLED TO RECOVER REASONABLE ATTORNEY FEES AND OTHER COSTS RESULTING FROM ANY ACTION OR PROCEEDING TO CONSTRUE OR ENFORCE THE TERMS OF THE DECLARATION OF COVENANTS.

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MARCO TYLER, PRESIDENT      LOU FORITANO, VICE-PRESIDENT

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LANSE RICARDSON, TREASURER      BONNIE ISAACS, SECRETARY

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