

BROOKFIELD FARMS HOMEOWNERS ASSOCIATION

GOOD NEIGHBOR POLICY

(RULES & REGULATIONS)

EFFECTIVE:

April 15, 2010



FOREWORD

The underlying philosophy of the Brookfield Farms 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

1) GENERAL

- a) These procedures provide for the enforcement of the Declaration and its Amendments, the Bylaws, and the Good Neighbor Policy of the Brookfield Farms Homeowners Association ("BFHOA").
- b) These procedures apply in all cases unless specifically exempted by another Article.
- c) All Brookfield Farms members and residents, whether owners or renters, have equal rights under these rules, except as may be provided by:
 - i) Statute;
 - ii) The Declaration; or
 - iii) The Bylaws.
- d) All members and residents are legally required to comply with the Declaration and its Amendments, the Bylaws, and the Good Neighbor Policy of the BFHA, as provided by the Declaration Article XVI (16), Section 1, General Provisions, Binding Effect.
- e) The Board of Directors urges all members and residents to make every attempt to solve problems themselves before using these procedures.

2) COMPLAINT PROCEDURES

- a) Any member or resident may write a letter or email to the Association, through its managing agent, giving a full and detailed account of the problem, including who (owner/tenant name and/or property address), what, when, and where.
 - i) Any member or resident filing a complaint must identify themselves.
 - ii) In a bonafide emergency, the manager will accept a telephone call, with a written complaint to follow.
 - iii) 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.
- b) If the original problem persists, the member or resident may file additional written complaints with the Managing Agent and/or Board of Directors.

3) ENFORCEMENT PROCEDURES ON VIOLATIONS OF RULES

- a) Managing Agent or 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.

- i) The name and the lot number of the person filing the complaint will not be released except to the Board of Directors.
 - ii) Copies of the letter will be mailed to:
 - (1) The owner of the lot in question as well as the tenant if rented.
 - (2) The Board of Directors
 - iii) 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.
 - iv) The violation must cease or be corrected immediately unless otherwise specified in the letter.
 - v) Anyone against whom a complaint has been filed shall have the right to be heard by the board through the managing agent. Any request for such a hearing must be submitted to the board in writing.
- b) 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. Home owners will have 15 days to correct said problem (unless otherwise specified).
 - c) 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 5 days.
 - d) 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 5 days. This letter will also warn of doubling the fine if the violation is not corrected.
 - e) On the FOURTH COMPLAINT of the same Rule, the final letter will be sent. The final letter will increase the fine to \$500.00, 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/Managing Agent will proceed with further action as provided for in Article XVI, Section 2.

4) **ENFORCEMENT**

- a) The Board of Directors or Managing Agent shall use the enforcement policies and procedures as set forth in the Declaration Article XVI Section 2, and as further clarified in Article 1, Section 3 of this document.

5) ENFORCEMENT EXPENSES

- a) All expenses incurred by Brookfield Farms Homeowners Association, including all legal and collection costs, will be assessed to the Lot whose member is in violation.

6) REJECTION OF COMPLAINTS

- a) The Board of Directors or Managing Agent reserves the right to reject any complaint if:
 - i) It is of a frivolous nature;
 - ii) Its intent appears to be harassment;
 - iii) It is vague and lacking in necessary concrete details.
 - iv) It is reported anonymously

ARTICLE 2
ASSESSMENTS AND COLLECTIONS

1) DELINQUENT ASSESSMENTS

- a) The due date for all assessments is 1st of January of each year. Homeowners must pay the amount in full when the assessment is due unless other payment arrangements are approved by the Board of Directors—all requests for payment arrangements must be made in writing and must be made before the Assessment is considered late.
- b) Any Assessment not received within thirty days is delinquent and subject to a late charge.
- c) For each delinquent account, the Managing Agent/Board will mail the member a notice of delinquency including the amount of the delinquent payment.
 - i) The Association will send at least one (1) notice by certified and regular mail warning that a lien will be filed against the property if payment is not received.
- d) The Managing Agent/Board of Directors will review all accounts delinquent two or more months and will authorize special collection procedures, including but not limited to:
 - i) Submitting to legal counsel and/or collection agency
 - ii) Filing a lien and adding cost of legal fees to account
 - iii) Filing a personal judgment and pursuing garnishment of wages.
 - iv) Filing a complaint in the courts
 - v) Foreclosing on the lien

2) LATE CHARGES

- a) All fines and late charges are special assessments, as provided for in the Declaration.
- b) Annual assessments, unpaid when due, will be assessed interest in accordance with the Declaration, Section 13 of Article VI, Assessments, Effect of Nonpayment of Assessments; Remedies of Association.
- c) The procedure to collect unpaid late charges will be the same as specified above in Section 1, "Delinquent Assessments."

3) COLLECTION EXPENSE

- a) 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.

4) WAIVER OF COLLECTION PROCEDURES

- a) 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

1) RESPONSIBILITIES OF BROOKFIELD FARMS HOMEOWNERS ASSOCIATION MEMBERS

- a) 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.

2) EXCESSIVE SOUND OR NOISE

- a) Unusually loud sound or noise from a lot that is easily transmitted beyond that lot 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.
- b) All residents and children of residents within the Brookfield Farms community must limit noise and activity on Association Common Areas between the hours of 10:00 p.m. and 8:00 a.m.

3) OUTSIDE APPEARANCE

- a) Screen/storm doors visible from the front of the house shall be kept clean and in operable condition.
- b) 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.
- c) "FOR SALE OR FOR RENT" signs will be permitted as referenced in the Declaration Article XI Section 17. The signs may be no more than four (4) square feet. No other signs of any kind may be placed on the property. No signs of any kind shall be placed in the common areas without prior written approval from the board.
- d) Residents will maintain lot and 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.
- e) All Residents shall obtain prior approval of the Architectural Control Committee, as stated in the Declaration Article X, Architectural Control Committee, for any lot improvement including structural additions and all other outside improvements whether listed in this section or not. **The Architectural Control Committee reserves the right to deny any approval until all amounts owing on the property are paid in full.**

4) LANDSCAPING

- a) Residents will maintain landscaping. This includes maintaining a weed-controlled grass no higher than three (3) inches, and lawns should be watered regularly to maintain a green appearance (unless water restrictions are imposed by the local municipal, county or state government).
- b) Flower or shrubbery beds shall be maintained so as to stay weed-free.
- c) Trees should be trimmed so as to not encroach upon neighboring properties or streets.
- d) Owners are responsible to maintain the sidewalks bordering their property so as to stay weed-free.

5) USE OF INDIVIDUAL GARBAGE CONTAINERS

- a) All garbage, trash, and waste items will be appropriately packaged and placed inside a garbage container.
- b) 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. Garbage and recycle containers are to be stored in the garage or out of view from the street.

6) MOVING IN AND OUT OF A LOT

- a) Major moving in or out of a lot is allowed only between the hours of 8:00 a.m. and 10:00 p.m.
- b) 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.

7) COMMON AREAS

- a) Members will be financially responsible for any damage done to the common areas by household members, tenants, guests and pets.
- b) 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.
- c) Bicycles, scooters, roller skates, skateboards, etc. are not to be ridden on grassy areas.
- d) Residents may not dump any material into any common areas and/or into the storm drainage systems. This includes, but is not limited, to yard waste, other solid waste, and liquid waste such as vehicle oil, fluid, and/or paint.
- e) Children playing in common areas must be supervised by an adult.
 - i) Children must avoid noisy activity between the hours of 10:00 pm and 8:00 am.
- f) Unlicensed motorized vehicles (i.e. ATV's, power scooters, motorcycles, etc.) shall not be driven in any common areas or on any streets within the community.
- g) No signs of any kind shall be placed in the common areas without prior written approval from the board. This includes, but is not limited to the community mailboxes, and front entry of the association.

ARTICLE 4 OWNERS, LANDLORDS AND TENANTS

1) FULL RESPONSIBILITY OF OWNERS AS LANDLORDS

- a) Any Brookfield Farms Homeowners Association member who leases or rents their lot to others retains full responsibility for the tenants actions, including, but not limited to:
 - i) Use, maintenance, and care of the lot.
 - ii) The activities, conduct and compliance with the Good Neighbor Policy by any tenants, tenant's household members (i.e. children, dependents, teenagers etc), pets and guests.
 - iii) Any property damage arising from any acts by any tenants, tenant's household members, pets or guests.
 - iv) Informing tenants of the Good Neighbor Policy and the CC&R's.

2) ENFORCEMENT

- a) 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.
- b) 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.
- c) All fines and other enforcement expenses will be assessed against the member who owns the lot in which the tenant resides.

ARTICLE 5 PETS

1) GENERAL

- a) Pets shall be limited to two (2) domestic pet per lot as stated in Article XI Section 23 of the Association's Declarations.
- b) 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.
- c) Any pet attacking a person or another pet shall be subject to immediate removal by Pierce County authorities.
- d) 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 or Managing Agent has the right to remove any pet which consistently disturbs

other residents.

- e) Pet owners will immediately remove pet feces from their property, neighbors' yards, and all common areas and Public Right of Way if said owner's animal commits waste on any location within the Brookfield Farms Homeowner's Association.

2) ENFORCEMENT

- a) After three (3) complaints any animal deemed a nuisance or a hazard, by decision of the Board of Directors or Managing Agent, shall be reported to Pierce County Animal Control.
- b) 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.
- c) Pet owners not picking up their pet's feces will be subject to the Enforcement Procedures as listed in Article 1 of this Good Neighbor Policy.

ARTICLE 6 VEHICLES AND PARKING

1) GENERAL

- a) Vehicles without mufflers or with loud mufflers are not permitted within the Brookfield Farms community. Dirt bikes, ATVs or other off-road vehicles are not permitted to be driven within Brookfield Farms community.

2) VEHICLES AND PARKING

- a) Vehicles are not permitted to be in the unpaved areas. Only the cars of guests and visitors may be parked on the streets. All other vehicles shall be parked in garages or on driveways located entirely on a lot. No vehicle shall be parked on or over the sidewalks of the association. No vehicle should park on the streets for longer than 24 hours.
- b) Homeowners are to ensure their guests comply with the vehicle rules of this Article 6.
- c) 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.
 - i) If damage is caused by a vehicle in disrepair the owner responsible will be charged for the repair costs—if damage is caused by a tenant of a rental unit the owner will be responsible for the repair costs.

- d) No vehicle repairs are permitted on individual premises except minor operations which can be completed in 24 hours or less.
- e) 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.
- f) No inoperable vehicles, boats, motorcycles or other motorized apparatus shall be stored on the premises or the streets within the subdivision.
- g) No house trailer, unattached camper, recreational vehicle (R.V.), mobile home, boat or boat trailer, or utility trailer shall be kept on the premises unless housed within a garage.

ADOPTED this 15th day of April, 2010

BY: _____
Brookfield Farms Homeowner's Association

ITS: PRESIDENT