



HAMMA RIDGE
HOMEOWNERS ASSOCIATION

Resident Handbook

Effective November 21, 2021



The Hamma Ridge Homeowners' Association is a small, rural homeowners' association in Mason County, Washington.

Throughout our history the Hamma Ridge Development has been managed and maintained by volunteer property owners who have worked together to solve problems and to improve our community in a spirit of mutual benefit and cooperation.

We continue to operate in that same spirit of cooperation which means neighbors are expected to treat each other with mutual respect. Each is expected to be considerate of your neighbors' right to privacy and quiet enjoyment and consistently practicing courtesy and common sense.

By virtue of the terms of sale, the owner of any Lot accepted the community covenants and restrictions (CC&Rs) of the Hamma Ridge Homeowners Association (and through these the Bylaws and Rules) and agreed to keep, observe, comply with and perform them for him/herself, his/her heirs, personal representatives, successors and assigns, upon taking ownership of the Lot. (See CCR section 2.1)

This Resident Handbook is published for the guidance of all those residing in the Hamma Ridge Development. The contents reflect our CC&Rs and have been approved by the Board of Directors.

Your cooperation in observing our rules and regulations is critical so that we may all enjoy the quality of life available in our community.

Cordially,

Board of Directors

Hamma Ridge Homeowners Association



INTRODUCTION TO HOA GOVERNING DOCUMENTS

Community Covenants and Restrictions (CCRs):

CCRs define the basic purposes and powers of the association and limit the liability of individual owners for acts of the community association, among other functions, such as:

- Defines the portions of the development owned by the individual owners and those owned by the community association
- Creates interlocking relationships binding all of the owners to one another and to the association for the purposes of maintaining, governing, and funding the development
- Establishes protective standards, restrictions, and obligations in order to promote harmonious living
- Provides the mechanism for financial support of the association through assessments

Changes to the CCRs require a vote of the membership.

Bylaws

Bylaws are governing regulations for the administration and management of a community association. Bylaws address such topics as:

- Requirements for membership in the community association
- Requirements for membership meetings
- Voting rights of member owners
- Procedures for electing the Board of Directors
- General powers and duties of the Board

Changes to the Bylaws are made by the Board of Directors.

Rules and Policies

The fundamental purpose of community association rules is to provide a framework within which the CCRs and Bylaws are affected and to provide clarification on the expectations for members to engage with those processes.

Specific purposes of rules also include:

- Enforcing the community's CC&Rs, bylaws, and policies in a fair, diplomatic way
- Protecting, enhancing, and promoting the purposes of the association as stated in the legal documents
- Restricting and governing the use of the common areas and amenities
- Establishing rules for the use of facilities by owners, guests, and tenants.
- Amplifying, expanding, clarifying, and interpreting the broad restrictions in the association's governing documents
- Protecting and preserving the property and assets of the association and the owners

Most rules and policies are merely expressions of unit owners being courteous and considerate of their neighbors and respectful of their rights and investment in the community. Formally, the rules and policies establish the standards of lifestyle for the development. A lot purchaser is encouraged to read these rules carefully and understand that by purchasing a Lot they are agreeing to support and maintain them as an owner-member.

The power of the board to enact rules and policies is generally defined in the declaration and/or the bylaws.



Resolutions

Bylaws and rules are enacted through resolutions formally adopted by the board of directors. Resolutions may also formalize other types of board decisions.

There are four types of resolutions for a community association:

1. **Policy resolutions.** These are resolutions that affect owners' rights and obligations. For example, rules for the use of common areas, enforcement procedures, etc.
2. **Administrative resolutions.** These are resolutions that address the internal operations of the community association. Examples include operating procedures, collection procedures, and where board meetings will be held.
3. **Special resolutions.** These are resolutions stating board decisions that apply a policy or rule to an individual situation. For example, a decision about an alleged rule violation or authorization of a lawsuit constitutes a special resolution.
4. **General resolutions.** These are resolutions which involve routine events. Examples include adoption of the annual budget or approval of a contract.

Finally, if an issue or process is not specified in our governing documents, Washington State Statute [RCW 64.38](#) may apply.

HOW TO USE THIS DOCUMENT

The CCRs, amendments to the CCRs, Bylaws, and Rules and Regulations for the Hamma Ridge Homeowners Association are all separate documents which can be found on our website. All of these documents cover different aspects of many of the same topics. Some sections of the original CCRs have been amended and others have become obsolete. Because of the importance of understanding all of the information in each document, the Hamma Ridge Homeowners Association has compiled the following document in order to facilitate easy access to the information contained in all of our governing documents in one place.

In the following pages, each paragraph or sections includes a reference to the governing document that it refers to. In addition, text from the CCRs are highlighted in blue, text from the Bylaws are highlighted in green, and text from the Rules and Policies are highlighted in yellow.

This document will be updated as any of the governing documents are updated and is in no way intended to supersede or replace any of the original governing documents. It is provided as a courtesy and in the spirit of common interest. Any discrepancies between the information in this document and the original governing documents is unintentional.

DEFINITIONS

"Association" or "Corporation" shall mean and refer to Hamma Ridge Homeowners Association, its successors and assigns.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, provided that where a Lot is being sold by real estate contract, the contract purchaser shall be deemed owner for membership purposes.

"Properties" shall mean and refer to that certain real property described above, and more commonly referred to as "Hamma Ridge", and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

"Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners of Hamma Ridge Subdivision. The improvements shall include, but not be limited to, easements for ingress, egress, and utility purposes, and beach access ways.



"Lot" shall mean and refer to any plot of land with the exception of the Common Area as delineated on the Survey recorded under Mason County Auditor's Fee No.492652 and the Short Subdivisions recorded under Auditor's Fee No.499778 through Auditor's File No.499784, inclusive, with the exception of the Common Area, or which may be created by further subdivision of lots.

"Declaration of Protective Covenants" (CCR's) shall mean that instrument filed August 17,1990, under Mason County Auditor's File No.513819, and all subsequent revisions.

"Subdivision" shall refer to Hamma Ridge residential subdivision.

"Resident" shall mean and refer to the person(s) in actual physical occupancy of a house for the purpose of using such house for his/her usual place of abode.

"Board of Directors" and "Officers" shall refer to the board of directors and officers of Hamma Ridge Homeowners Association.

INDEX OF RESIDENT HANDBOOK

Homeowners Association	7	Traffic and Vehicles.....	11
Protective Covenants.....	7	Towing.....	11
Membership and Voting Rights.....	7	Nuisances.....	12
Membership	7	Harassment.....	12
Transfer	7	Vandalism	12
Withdrawal.....	8	Firearms.....	12
Delegation of Use	8	Fireworks	12
Guest Policy.....	8	Cameras.....	12
Voting Rights.....	8	Assessments and Fees	12
Access	8	Members' Obligation	12
Common Area	8	Association Assessments	13
Easements, Rights of Way, and Beach Access.....	8	Uniform Rates.....	13
Buildings, Utilities, and Uses.....	9	Annual Assessment.....	13
Buildings and Structures.....	9	Special Assessments for Capital Improvements	13
Temporary Structures.....	9	Notice & Quorum for Assessment Actions	13
Completion of Permanent Homes	9	Association Funds	13
Protection of Views	9	Billing.....	13
Livestock and Poultry	10	Overdue Payments	13
Boats, Campers and Trailers	10	Records.....	14
Domestic Water System	10	Enforcement.....	14
Septic System.....	11	Notification of Violations	14
Garbage and Refuse Disposal	11	No Time Limit	14
Safety, Nuisances, and Hazards.....	11	Fines	14



Fine Schedule	15	Covenants	24
Meetings	16	Bylaws	24
Annual Meetings.....	16	Rules	24
Special Meetings	16	Member Proposals	24
Notice.....	16	Communication	25
Proxies.....	16	Miscellaneous	25
Quorum.....	16	Disability Accommodations	25
Adjournment	16	Annexation	26
Presiding Officer.....	16	Transactions	26
Electronic Meetings	16	Oil and Mining Operations	26
Board of Directors	17		
Directors and Officers.....	17		
Code of Ethics.....	17		
President	18		
Vice President(s).....	18		
Secretary	18		
Treasurer.....	18		
Vacancies	18		
Delegation.....	19		
Term-Removal.....	19		
Standards of Conduct for Directors.....	19		
Conflict of Interest	19		
Indemnification of Officers and Directors	20		
Powers and Responsibilities.....	20		
Regular Meetings.....	21		
Special Meetings	21		
Quorum.....	21		
Action by Directors Without a Meeting.....	21		
Registering Dissent.....	21		
Appeal of Decisions	21		
Books and Records	22		
Open Records	22		
Records Retention	22		
Permanent Records	22		
Retain for a Minimum of Six Years After Superseded	23		
Retain for a Minimum of Four Years.....	23		
Retain for a Minimum of One Year.....	24		
Amendments.....	24		



HOMEOWNERS ASSOCIATION

The Hamma Ridge Homeowners Association is a nonprofit corporation established for the mutual benefit of the members of the association (Bylaws 1.1) whose purpose is:

...the furtherance and promotion of the community welfare of the members, including the regulation, use, care, construction, operation, repair, maintenance and preservation of the Common Area and the protection and benefit of its members and their property in said subdivision as the Homeowners Association shall determine and as provided by its Articles of Incorporation and Bylaws, and any rules and regulations adopted pursuant thereto. (CCR 2.1)

In addition, the Homeowners Association has the power to:

- levy and collect assessments against its members (Bylaws 1.2)
- to exercise such other powers as may be lawfully established under the Washington Non-Profit Corporation Act, RCW 24.03 (Bylaws 1.2)

PROTECTIVE COVENANTS

The intent of the Community Covenants and Restrictions (CC&Rs) is to provide:

- mutually beneficiary restrictions under a general scheme of improvement for the benefit of all lots, tracts or lands in the subdivision, the future owners of those lands, and such other persons, corporations, or entities as may be designated (CCR preamble)
- a general plan for all property included in the subdivision which will result in a residential area where property value, desirability, attractiveness and views will be enhanced and protected (CCR preamble)
- easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of [the Lots] and be binding on all parties having any right, title or interest in the [Lots] or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof (CCR preamble)

MEMBERSHIP AND VOTING RIGHTS

Membership

Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. (CCR 3.1, Bylaws 3.1)

Each member shall have one membership for each Lot of which he or she is the Owner, and the interest of each member shall be determined by the number of Lots owned. If any Lot or Lots are held by two or more Owners, the several Owners of each Lot shall be deemed collectively as one member for that Lot. (Bylaws 3.1)

Transfer

No membership may be transferred, assigned, or in any manner conveyed, other than in the manner set forth below. Memberships shall be inseparably appurtenant to the Lots owned by the members, and upon transfer of ownership or contract of sale of any such Lot, membership shall be deemed to be transferred to the new fee Owner or contract purchaser. In the event of death of a member, the membership of such member shall be and become the property of the personal representative of such deceased member upon the appointment and qualification as such in a judicial proceeding and included in the liabilities of the deceased member until title shall be transferred or



contracted to be transferred. No compensation shall be paid by the Association upon any transfer of membership and no member whose membership is transferred shall be entitled to share or participate in any of the property or assets of the Association. (Bylaws 3.2)

Withdrawal

Transfer of Title: No member may withdraw except upon transfer of title to the lot. (Bylaws 3.3)

Delegation of Use

Any Owner may delegate his or her right of enjoyment to the Common Area and facilities to the members of his or her family, his or her tenants, or contract purchasers who reside on the property. (Bylaws 3.5, CCR 4.2)

Guest Policy

Owners are responsible for compliance with the rules, bylaws and CCRs of Hamma Ridge and the violations thereof by their guests, tenants, and delegates. (Rules 1.1)

It shall be the policy of the Hamma Ridge Homeowners association to regard any persons on association property at the invitation of a member to be that member's guest. It is the responsibility of the sponsoring member to ensure that guests are aware of association rules. In the event that a guest violates association rules or does damage to association property, the Board of Directors of the Hamma Ridge HOA may hold the sponsoring member responsible for said violations or damage. (Rules 1.1)

Voting Rights

All Owners are entitled one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot. In the event an existing Lot is further subdivided, each of the Lots shall also be subject to this Declaration and shall be entitled to one (1) vote for each new Lot Owner. As existing Lots are further subdivided, the overall number of Lots shall increase accordingly. (CCR 3.2)

ACCESS

Common Area

The common area (all real property (including easements for ingress, egress and utility purposes, beach access ways, and community well apparatus) owned by the Association for the common use and enjoyment of the Owners of Hamma Ridge Subdivision) shall be owned by the Association. All members shall be entitled to the use and enjoyment of all Association properties and easements, in common with all members of the Association; and except as limited by the Articles of Incorporation, Bylaws, Declaration of Protective Covenants, and revisions thereto and easements and restrictions of record. (Bylaws 3.4)

All Owners shall have a right and easement of enjoyment in and to the Common Area. (CCR 4.1)

The Association may dedicate or transfer all or any part of the Common Area to a public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3rds) of each class of members has been recorded. (CCR 4.1)

All accesses and Common Areas are dedicated and reserved for Lot Owners, their families and guests. (CCR 4.3)

Easements, Rights of Way, and Beach Access

All easements, rights of way, and beach access within the Subdivision shall be dedicated to the Association. (CCR 4.6)

All Lots will be subject to utility easements. (CCR 4.3)



BUILDINGS, UTILITIES, AND USES

Buildings and Structures

No building or structure in this Subdivision shall exceed two (2) inhabitable stories in addition to a basement. The heights shall be in compliance with local and state law. (CCR 4.7)

Temporary Structures

No structure of a temporary character, basement, tent, shack, garage or other outbuildings shall be used on any plot at any time as a residence, either temporarily or permanently, except that campers and trailers may be lived in temporarily for a period not to exceed one (1) year during construction of a permanent home, provided, if applicable, that a temporary use permit is obtained from the proper County officials. (CCR 4.12)

Completion of Permanent Homes

The exterior of any dwelling must be completed within one (1) year from the commencement of the construction. Awnings, Cabanas, Garages and Carports must be constructed with new, complementary materials to the permanent home. (CCR 4.13)

Protection of Views

Buildings and Structures

It is the expressed purpose of the CC&Rs to protect views and, when possible, a building or structure will be placed on a Lot to preserve the views of those Lots with higher elevations. (CCR 4.7)

Vegetation

The Lot Owners may request from one another that trees and/or brush be pruned, thinned or otherwise cleared to eliminate any unreasonable interference with a view. The cost of pruning or thinning shall be borne by the lot owner seeking to protect their view. (CCR 4.7)

The Preamble of the Hamma Ridge CC&Rs "establish and maintain a general plan for all property included in the subdivision which will result in a residential area where property value, desirability, attractiveness and views will be enhanced and protected..." The Association also recognizes that privacy and proximity to a natural environment are essential characteristics of the value, desirability, and attractiveness of the Development.

The CC&Rs do not establish any formal definitions or guidance for determining what constitutes a "view" or whether a tree or structure is "unreasonably interfering" with a view. In addition, the CC&Rs do not guarantee that every Owner is entitled to a 360 degree, unobstructed view from all potential view points on the Lot or within the residence, nor does it distinguish between type of view (territorial, water, etc.).

View Policy (Rules 2.1)

The purpose of this policy is to implement view protections in a fair, even-handed manner.

The Board of Directors encourages all Owners to avoid placing structures and plants on their Lots that obstruct views from other Lots. Also, to the extent an Owner believes a proposed structure or landscaping vegetation will create an unreasonable obstruction of view, the Board encourages neighbors to work together to resolve any view issues as they arise.

In the event of a disagreement or conflict over a potential violation of the view protection clauses in the CC&Rs, the Association encourages Owners to discuss modifications to the structure or vegetation with their neighbors first prior to coming to the Board with a complaint or request for review.

If the Owners are unable to come to an agreement, an Owner with a concern about view impairment may submit a request for review in writing to the Association's Board of Directors. The letter should describe the



efforts made by the Owner to gain the neighbor's cooperation, including through mediation, or provide a clear justification as to why mediation was not engaged.

The request shall identify the structure or vegetation with sufficient detail so as to enable the Association's Board of Directors to identify the view restriction at issue. Owners are encouraged to submit photographs with their letter.

The Board may refuse to review the complaint.

If the Board agrees to review the complaint, the Board may:

1. request additional information if the process lacks sufficient detail for review or appears the neighbor has not made a good faith effort to work with their neighbors to arrive at a mutually agreed upon solution
2. require documentation of mediation or attempts at mediation
3. perform a site inspection,
4. invite all impacted parties to meet with the board, and/or
5. seek legal counsel

in order to determine whether each alleged obstruction is unreasonable, given the topography of the Lot and surrounding properties, the orientation of the Lot and residence, the desired site and availability of alternative sites for the structure, and the impact of the structures or vegetation on the overall view and privacy of both properties.

Following the Board's review, the Board shall issue a ruling, or decline to issue a ruling.

If a ruling is issued, it will be recorded in the records of the Association and communicated to both parties by mail. A ruling should clearly state the standard that the Board has determined is required to be met and the requirements to meet that standard. The Board shall not unreasonably withhold approval once that standard is met.

If the Owner proceeds with an action that is contrary to the Board's ruling, the Board may pursue the Association's rights and remedies afforded by the CC&Rs and State law.

Any actions to remove, sabotage, or compromise any vegetation or structure on another Owner's lot without the Owner's written permission are violations of the Hamma Ridge Association Rules and any action taken by the Board in relation to such an act does not preclude other legal actions or criminal charges.

Livestock and Poultry

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, and not more than two (2) horses may be kept provided that they are not kept, bred, or maintained for any commercial purpose. Setbacks for stables, barns or outbuildings shall be no less than 20 feet from the front Lot line and 15 feet from all other lines. Horses shall be allowed to roam the full area of the Lot, and Lots containing horses shall be fenced. There shall be only one outbuilding for the housing of horses on any one lot. (CCR 4.10)

Boats, Campers and Trailers

Boats, campers and vacation trailers may be stored on a Lot in conjunction with a permanent home but shall not be lived in as a secondary residence. (CCR 4.14)

Domestic Water System

A Group A water system has been constructed and approved by the Washington State Department of Health to serve forty-four (44) domestic service connections ("Community Water System"). The Community Water System will be dedicated to Arcadia Utilities, Inc. or another satellite system management agency ("System Manager") established under Chapters 70.116 and 70.119 RCW. All Owners in this Subdivision shall be required to subscribe to



this system and pay all rates and charges as set forth by the System Manager. In the event a lot owner decides to subdivide to create additional lots and the System Manager is not able to provide water for the additional lots, the Owner of the lots will have the right to install a private individual water system at their own expense; provide, however, that the private water system will not expand to serve any lots being served by the Community Water System. No private individual water system will be allowed unless such system is designed and constructed in accordance with the legal regulations, laws, and ordinances of Mason County and the State of Washington and prior written notice is given to the System Manager. No new public water systems will be allowed to be constructed within the development unless the System Manager has delivered to the owner written notice that they are unable to provide water to the additional lots and that all lots being served by the new public water system are contiguous. Any new public water systems constructed within the development must be designed and constructed as not to interfere with the operation of the Community Water System and must meet all legal regulations, laws, and ordinances of Mason County and the State of Washington. The System Manager shall have the right to access the common roadways for the purpose of maintaining, repairing or upgrading the Community Water System. (CCR 4.4, 1997 Amendment)

Septic System

No individual sewage or septic disposal system will be permitted on any Lot unless such system is designed, located and constructed in accordance with the legal regulations, laws and ordinances of Mason County and the State of Washington. (CCR 4.5)

Garbage and Refuse Disposal

No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other wastes. All rubbish, trash, garbage or other wastes shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. (CCR 4.9)

SAFETY, NUISANCES, AND HAZARDS

Traffic and Vehicles

The speed limit within the Development shall be no more than is safe under circumstances, and never more than 15 miles per hour. (Rules 3.1)

No vehicle shall be operated within the Development in a manner that is unsafe or presents a danger to the safety of persons or property. (Rules 3.1)

All roads in the Development are private and anyone using them (Owners, guests, etc.) does so at their own risk. (Rules 3.1)

Towing

Removal may be made, without notice, of any vehicle parked:

- within fifteen feet of a fire hydrant,
- in a manner that interferes with entrance to or exit from Association common areas and roadways,
- in a manner that in any way encroaches on a utility easement, and/or
- in a manner that interferes with entrance to or exit from any lot, parcel or area owned by a member of the Hamma Ridge Homeowners Association.

(Rules 3.2)

The Association has an agreement with a towing service and signs have been placed to indicate this. (Rules 3.2) When possible, a written notice (Notice of Violation) may be affixed to a vehicle prior to towing which shall include a statement that the vehicle will be towed if not removed within one (1) hour from the time the notice



was left on the vehicle. (Rules 3.2)

Nuisances

No obnoxious or offensive activity shall be carried on or upon any Lot, nor shall there anything be done thereon which may be or become an annoyance or nuisance to the Subdivision. (CCR 4.8)

Nuisances include but are not limited to any obnoxious or offensive activities or conditions, such as unattended fires, noise, unmitigated invasive species, and so on. (Rules 3.3)

Harassment

Owners, other residents, and their guests shall not engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other members, residents, guests, occupants, invitees, or agents. (Rules 3.4)

Vandalism

Vandalism or misuse of any property, facilities, vegetation or structure in the Development (e.g. topping or removal of trees on another Owner's Lot without written permission) may be cause for fines, suspension of privileges, and referral to local authorities for prosecution. (Rules 3.5)

Firearms

The use of firearms within said Subdivision is prohibited, and no hunting of animals with any weapon by any person shall be permitted. (CCR 5.11)

In evaluating violations of this covenant, the Board will consider active threats to people and pets as potentially mitigating circumstances. (Rules 3.6)

Fireworks

The use of fireworks anywhere within the Subdivision is prohibited. (Rules 3.7)

Cameras

In an effort to monitor certain common-area activity the Hamma Ridge Homeowners Association operates cameras located on the association easement and positioned to capture images of vehicles traveling on the association roadway. The association's responsibility for these cameras is limited only to periodic inspection of the condition of the cameras and replacement of depleted batteries. The Hamma Ridge Homeowners Association shall not routinely store or archive images. (Rules 3.8)

ASSESSMENTS AND FEES

Members' Obligation

The members of the Association shall be liable for the payment of charges or assessments as may be fixed by the Association or Board of Directors. (Bylaws 9.1)

Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his/her successors in title unless expressly assumed by them. (CCR 5.1)

No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his/her Lot. (CCR 5.8)

No Hearing Process is required for billing dues, special assessments, or fines. (Rules 4.1)



Association Assessments

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the maintenance, repair, replacement, emergency work, and capital improvement of the Common Areas. (CCR 5.2)

The maintenance of the Common Areas includes the payment of the real property taxes on such common areas, which shall have the highest priority in the utilization of assessments. (CCR 5.2)

Uniform Rates

Both annual and special assessments must be fixed at a uniform rate for all Lots. (CCR 5.6, see also Bylaws 9.1)

Annual Assessment

Annual assessment dues are \$250.00 per Lot through December 31, 2021, then \$275.00 per Lot beginning January 1, 2022. (Rules 4.2)

The annual assessment may be increased each year up to ten percent (10%) without a vote of the membership and above ten percent (10%) by a vote of two-thirds (2/3rds) of the membership. (CCR 5.3)

After consideration of the current maintenance and future needs of the Association, the Association may fix the annual assessment at an amount not in excess of the maximum. (CCR 5.3)

Special Assessments for Capital Improvements

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas and including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the vote of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. (CCR 5.4)

Notice & Quorum for Assessment Actions

Written notice of any meeting called for the purpose of taking any action on Annual or Special Assessments shall be sent to all members not less than thirty (30) nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. (CCR 5.5)

Association Funds

All assessments shall be levied at a uniform rate per Lot without distinction or preferences of any kind. All charges and assessments, when collected by the corporation, shall become the property of the corporation to be expended only upon the approval of the Board of Directors, and the signatures of the President (or his or her designee) and not less than one (1) other officer of the corporation shall be required on all checks or other orders for the payment of money. (Bylaws 9.1)

Billing

Billing notices are issued to owners with new charges and/or balances due at least 30 days before the due date. The due dates shall be established by the Board of Directors. (CCR 5.7, Bylaws 9.2)

Overdue Payments

Any assessments or other charges not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. (Bylaws 9.2, CCR 5.8)



In addition, an administrative fee of \$20.00 per overdue bill notice, and any associated charges (e.g. cost of certified mailing, returned check fees) will be added to the unpaid balance. (Rules 4.3)

The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose a lien against the property in the manner provided for mechanic's liens, as provided for in RCW 61.24. In the event that legal counsel is sought by the corporation in connection with the collection of any charges or assessments, the defaulting member shall pay all attorneys' fees incurred by the corporation. (Bylaws 9.2, CCR 5.1, 5.8).

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of the assessment as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments therefor becoming due, or from the liens thereof. (CCR 5.9)

Records

The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid. A properly executed certificate of the Association as to status of assessments on a Lot is binding upon the Association as of the date of its issuance. (CCR 5.7)

ENFORCEMENT

Hamma Ridge is governed by restrictive covenants. These impose certain restrictions on property conditions and activities within Hamma Ridge. Occasionally, a member will create a property condition, or undertake an activity, that is in violation of one or more of the restrictive covenants. The following rules specify how the owners' association may respond to those conditions or activities.

The Association, or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the CCRs. (CCR 6.1)

Notification of Violations

To inform the Board of a violation of the covenants, bylaws, rules, or policies, an Owner must submit a signed written complaint to the Board, either by email or paper mail. The Board of Directors is under no obligation or expectation to monitor the development for violations. (Rules 5.1)

No Time Limit

Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. (CCR 4.1)

Fines

Fines are imposed for the purpose of enforcing compliance with the Association's CC&Rs, By Laws, and Rules and Regulations. Fines may be levied by action of the Board of Directors after notification has been provided to the member in accordance with the schedule below. Such fines shall become an obligation of the owner and shall be billed with assessments. (Rules 5.2)

Any violation of any restrictive covenant, bylaw or rule is an offense. Fines will be based on the extent of the seriousness of the circumstances, the Association's attempts to resolve matters by less formal means, and the member's response to those attempts. All fines shall be reasonable and fair under all the circumstances, as determined by the Board of Directors, and members shall have notice and an opportunity to be heard by the Board if they choose. Any amounts the Association pays for its costs spent in furtherance of its purposes and/or powers, including attorney fees and any other costs of investigation or proceeding, shall be paid by the member responsible. In the event that the board decides to take this action, the member will be informed of the action as well as the



associated costs involved. (Rules 5.2)

Each offense is a separate offense if it involves material differences in conditions such as material, time, and/or place. For example, if a member violates the garbage rules, that is one offense; if the next day he or she does it again with different garbage, that is a separate and second offense. But if it is the same garbage, it is not a separate offense, unless it involves the same conditions, and it is not remedied within thirty days after the first notice from the association of a prior offense. And if he or she violates the garbage rules one day, and then a different covenant the next day, these are two different first offenses. (Rules 5.2)

Fine Schedule

The Board of Directors will exercise its reasonable discretion in determining the amount of the fine, taking into consideration, among other relevant factors, the nature and frequency of the violation and effectiveness of the fine to serve as a deterrent to further violations. (Rules 5.3)

For violations of the CC&Rs, Bylaws or other Rules and Regulations the Board of Directors shall be guided by the following graduated approach:

- 1) 1st Offense: Notice of Violation/Request to Correct/Notice of a fine from \$0 - \$500.
- 2) 2nd Offense: 2nd Notice of Violation/Request to Correct/Notice of a fine from \$50 - \$1,500.
- 3) 3rd Offense: 3rd Notice of Violation/Request to Correct/Notice of a fine from \$100 - \$3,000

For example:

Offense	1 st	2 nd	3 rd
Garbage	Written Warning (\$0)	\$50	\$100
Discharging of Firearms	\$500	\$500	\$500
Construction or Placement of Temporary Structures	\$500	\$500	\$500
Use of Fireworks	\$100	\$200	\$300
Unattended Fires	\$500	\$500	\$500
Animals not Under Control	Written Warning (\$0)	\$50	\$100
Speeding	Written Warning (\$0)	\$50	\$100
Vandalism	\$500	\$1,000	\$3,000

(Rules 5.3)



MEETINGS

Annual Meetings

The annual meeting of the members for the election of Directors and for the transaction of other business shall be held at a time of the Board's choosing. If such annual meeting is omitted by oversight or otherwise on the date provided for, a subsequent meeting may be held in place thereof, and any business transacted, or elections held at such meeting shall be as valid as if transacted or held at the annual meeting. Such subsequent meeting shall be called in the same manner and as provided for special member meetings. All meetings, annual or special, shall be held in such place as is designated by the Board of Directors. (Bylaws 4.1)

Special Meetings

Special meetings of the members may be called at any time by the President, a majority of the Board of Directors, or by the written petition of any member or members holding an aggregate of one-tenth (1/10) of the voting power of all members, submitted to the secretary. The petition shall state the time, date, and purpose of the special meeting. (Bylaws 4.2)

Notice

Written notice stating the place, day and hour of the meeting, and in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) days nor more than fifty (50) days before the date of the meeting, either by US Mail or by electronic means to the member at his or her address as it appears on the records of the corporation, by the secretary. (Bylaws 4.3) (Also see CCR 5.5)

Proxies

All proxies must be in writing, executed by the members themselves or by their duly authorized attorneys, and must be filed with the Secretary at or before the meeting of the members. (Bylaws 4.5)

Quorum

One-third (1/3) of the members entitled to vote represented in person or by proxy shall constitute a quorum at a meeting of the members. When a quorum is present at a meeting, a majority of the votes present in person or by proxy shall decide any questions brought before the meeting, unless otherwise provided for herein. If there is a lack of a quorum, the meeting shall be adjourned to a date certain fixed by a majority of the members attending, as to which notice shall be given as herein provided. (Bylaws 4.4) (Also see CCR 5.5)

Adjournment

Any regular or special meeting of the members at which there is a quorum present may adjourn, from day-to-day, or from time-to-time, without further notice, until its business is completed. (Bylaws 4.6)

Presiding Officer

The President, or in his or her absence a Chairperson, elected by the members present, shall call the meetings of the members to order and shall act as the presiding officer thereon. (Bylaws 4.7)

Electronic Meetings

Any Association meeting, including any meeting of the Members, Board of Directors, or any other committee, may be held by remote communication as provided herein and shall be subject to the following provisions (Bylaws 4.9):

- (1) The technology used for the electronic meeting shall allow attendees full access to and full participation in all meeting transactions either continuously or intermittently throughout the specified time of the meeting.
 - (2) The Association shall implement reasonable measures to authenticate the attendance and vote of each attendee.
 - (3) Participation in a remote meeting shall constitute presence for all purposes, including quorum and voting.
-



(4) Any action that could be taken at an in-person meeting may also be taken at a remote meeting held pursuant to this provision.

(5) Procedural rules related to the conduct of electronic meetings shall be established and promulgated by the Board of Directors.

BOARD OF DIRECTORS

Directors and Officers

The Board of Directors shall consist of at least three (3) directors. The number of Directors may be increased or decreased at any time by the members or directors at any annual or special meeting provided that no decrease shall have the effect of shortening the term of any incumbent director except as provided under "Vacancies" below. (Bylaws 5.2)

The officers of the Association shall consist of a President, one or more vice Presidents, as the Board of Directors shall determine from time-to-time, a Secretary and a Treasurer. These officers shall be elected for one (1) year by the Directors at their first meeting after the annual meeting of the membership and shall hold office until their successors are elected and qualified. Any two (2) or more offices may be held by the same person except the offices of President and Secretary. None of said officers, except the President, need be a director, but the vice President who is not a director cannot succeed to or fill the office of the President. (Bylaws 6.1)

Code of Ethics

Board members shall:

1. Strive at all times to serve the best interests of the association as a whole regardless of their personal interests.
2. Use sound judgment to make the best possible business decisions for the association, taking into consideration all available information, circumstances and resources.
3. Act within the boundaries of their authority as defined by law and the governing documents of the association.
4. Provide opportunities for residents to comment on decisions facing the association.
5. Perform their duties without bias for or against any individual or group of owners or non-owner residents.
6. Disclose personal or professional relationships with any company or individual who has or is seeking to have a business relationship with the association.
7. Conduct open, fair and well-publicized elections.

Board members shall not:

1. Reveal confidential information provided to the Board unless specifically authorized by the Board.
2. Make unauthorized promises on behalf of the Board.
3. Advocate or support any action or activity that violates a law or regulatory requirement.
4. Use their positions or decision-making authority for personal gain or to seek advantage over another owner or non-owner resident.
5. Spend unauthorized association funds for their own personal use or benefit.
6. Misrepresent known facts in any issue involving association business.



7. Make personal attacks on colleagues, staff or residents.

8. Harass, threaten or attempt through any means to control or instill fear in any board member, owner, resident, employee or contractor.

9. Reveal to any owner, resident or other third party the discussions, decisions and comments made at any meeting of the board properly closed or held in executive session.

(Rules 6.1)

President

The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the board are carried out, shall co-sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes unless delegated otherwise by the President in writing. (Bylaws 6.2)

The President, or in his/her absence a Chairman, elected by the members present, shall call the meetings of the members to order and shall act as the presiding officer thereon. (Bylaws 4.7)

Vice President(s)

During the absence or disability of the President, the Vice President or Vice Presidents, if any, shall exercise all the functions of the President in the order designated by the Board of Directors, except that a Vice President who is not a director cannot succeed to or fill the office of the President. Each Vice President shall have such powers and discharge such duties as may be assigned to that Vice President from time-to-time by the Board of Directors. (Bylaws 6.3)

Secretary

The Secretary shall keep the minutes of all proceedings of the membership and of the Board of Directors in books of the membership and of the Association provided for that purpose. The Secretary shall issue notices for all meetings, and shall execute, with the President, in the name of the corporation, all deeds, bonds, contracts and other obligations and instruments authorized by the Board of Directors to be executed. The Secretary shall also have charge of the seal of the corporate books, and shall make such reports and perform such other duties as are incident to the office or as are properly required by the Board of Directors. (Bylaws 6.4)

The Secretary shall act as a recording secretary at all meetings of the members and in his/her absence, the presiding officers may appoint any person to act as Secretary. (Bylaws 4.8)

Treasurer

The Treasurer shall keep, or cause to be kept, full and accurate accounts of receipt and disbursements in books to be kept for that purpose. He or she shall receive and deposit or cause to be received and deposited, all monies and other valuables of the corporation, in the name and to the credit of the corporation, in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse, or cause to be disbursed, the funds of the Association as may be directed by the Board of Directors, taking proper vouchers for such disbursements, and shall co-sign with the President, all checks and promissory notes. The Treasurer shall also render to the President and to the Board of Directors, whenever they may require, accounts of all transactions as Treasurer and of the financial condition of the corporation. In general, the Treasurer shall perform all the duties incident to the office of Treasurer, subject to the control of the Board of Directors. (Bylaws 6.5)

Vacancies

Vacancies in any officer arising from any cause may be filled by the Board of Directors at any regular or special meeting of the Board. (Bylaws 6.7)

All vacancies in the Board of Directors, whether caused by resignation, death or otherwise, may be filled by the affirmative vote of a majority of the remaining Directors though less than a quorum of the Board of Directors. A director elected to fill any vacancy shall hold office for the unexpired term of that person's predecessor or until a



successor is elected and qualified. A directorship to be filled by reason of an increase in the number of Directors may be filled by the Board of Directors for the term of office continuing only until the next election. For purposes of this paragraph, a director's unexcused absence from three (3) consecutive meetings of the Board of Directors may be considered a "vacancy" by the remaining members of the Board of Directors. (Bylaws 5.2)

Delegation

In the case of absence or inability to act of any officer of the Association and of any person herein authorized to act in that officer's place, the Board of Directors may from time-to-time delegate the powers or duties of such officer to any other officer or any director or any person whom it may select. (Bylaws 6.6)

Term-Removal

The officers of the Association shall hold office until their successors are chosen and qualified. Any officer or agent elected or appointed by the Board of Directors may be removed at any time, with or without cause, by the affirmative vote of a majority of the whole Board of Directors. (Bylaws 6.8)

Standards of Conduct for Directors

A director shall perform the duties of a director, including duties as a member of any committee of the Board upon which the director may serve in good faith, in a manner such director believes to be in the best interests of the Association and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. (Rules 6.2)

Conflict of Interest

The Hamma Ridge Homeowners Association encourages the active involvement of its Board members in the community. To be transparent and deal fairly with actual and potential conflicts of interest that may arise as a consequence of community involvement, Board members are expected to use good judgment, to adhere to high ethical standards, and to conduct their affairs in such a manner as to avoid any actual or potential conflict between the personal interests of a Board member and those of the Association. Both the fact and the appearance of a conflict of interest should be avoided. (Rules 6.3)

In the event a contract or other transaction is contemplated between the Association and a Board member, or in the event a contract or other transaction between the Association and any entity in which a Board member has a material financial interest is contemplated, the Board member shall make full disclosure of the Board member's interest and the facts surrounding the contract or transaction. When the Board votes on the contract or other transaction, the vote of the Board member shall not be counted. Further, at the time of voting in favor of a decision involving another Board member's material financial interest, a Board member must believe that the transaction contemplated by the decision is just and reasonable to the Association. (Rules 6.3)

Any known duality of interest or possible conflict of interest on the part of any Board member shall be disclosed to the other Board members at the first meeting of the Board of Directors at which the interested Board member is present after the conflict of interest is or should be discovered. Such disclosure shall be made a matter of record in the minutes of the board meeting at which the disclosure of the conflict of interest is made. (Rules 6.3)

Any Board member having a duality of interest or possible conflict of interest on any matter shall not vote or use his/her personal influence on the matter, and he/she shall not be counted in determining the quorum of the meeting. The minutes of the meeting shall reflect that a disclosure was made, the Board member abstained from voting, and a quorum voted. (Rules 6.3)

If the Board has reasonable cause to believe a fellow Board member has failed to disclose actual or possible conflict of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the Board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action. (Rules 6.3)



This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit organizations. (Rules 6.3)

Indemnification of Officers and Directors

Each officer and member of the Board of Directors shall be indemnified by the members of the Association against all expenses and liabilities including attorneys' fees, reasonably incurred by or imposed upon him or her in connection with any proceeding to which he or she may be a party, or in which he or she may become involved, by reason of his or her being or having been an officer or member of the Board at the time such expenses are incurred, except in such cases where an officer or a member of the Board is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided, however, that in the event of a settlement, the indemnification shall apply only when the Board approved such settlement and reimbursements as being for the best interests of the corporation. (Bylaws 7)

Powers and Responsibilities

The management of all the affairs, property and interests of the corporation shall be vested in a Board of Directors. The Board of Directors shall be elected by a majority vote of the members of the Association for a term of one (1) year and shall hold office until their successors are elected and qualified. In addition to the powers and authority set forth in these Bylaws and the Articles of Incorporation, the Board of Directors may exercise all such powers of the corporation and do all such lawful acts and things that are not directed or required to be exercised or done by the members of the corporation by these Bylaws, the Articles of Incorporation, or the Declaration of Protective Covenants of Hamma Ridge. Without prejudice to such general powers, and subject to the same limitations, it is hereby expressly declared that the Directors shall have the following powers:

- (a) To appoint and remove at pleasure all officers, agents, and employees of the Association, describe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem proper. Nothing contained in these Bylaws shall be construed to prohibit the employment of any member, officer or director of the Association in any capacity whatsoever.
- (b) To fix, establish, levy and collect such fees, dues, charges, and/or assessments as may be necessary in the judgment of the Board of Directors, including reasonable admission and other fees for the use of the recreational facility, but assessment may not be in excess of the maximum set forth in Article V of the Declaration of Protective Covenants.
- (c) To adopt and publish rules and regulations governing use of the Association policy and facilities and the personal conduct of the members and their guests thereon.
- (d) To suspend the voting rights and right to use of any recreational facilities by an owner for any period during which any assessment against the Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of the Association's rules and regulations.
- (e) To declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent without an excuse from three (3) consecutive meetings of the Board of Directors.
- (f) Borrow money on behalf of the corporation, including the power and authority to borrow money from any of the members, directors, or officers of the corporation, and to authorize the execution of promissory notes or other evidences of indebtedness of the corporation, and to agree to pay interest thereon, and otherwise to incur indebtedness on behalf of the corporation.
- (g) To sell, convey, alienate, transfer, assign, exchange, lease or otherwise dispose of, mortgage, pledge, hypothecate and otherwise encumber the personal and real property, to purchase, lease and otherwise acquire personal and real property on behalf of the corporation and subject to the voting rights of the members as described in Article III, Paragraph 2 and Article IV, Paragraph 1 of the Declaration of Protective Covenants.

(Bylaws 5.1)



Regular Meetings

Regular meetings of the Board of Directors may be held without notice at such time and at such place as the Board may by vote from time-to-time designate. (Bylaws 5.3)

Special Meetings

Special meetings of the Board of Directors may be called at any time and on the order of the President or on the order of two (2) Directors. If said meeting is called by any two (2) members of the Board, a written request shall be delivered to the Secretary of the Association who shall immediately give notice to the Board of Directors of the date, time and place of the meeting, [...] not less than two (2) days nor more than twenty (20) days after the filing of such request.

Notices of special meetings of the Board of Directors stating the date, time and place, as well as the general purpose for which the special meeting is called, shall be mailed, or personally delivered to each director, and the special meeting shall not be held sooner than two (2) days after the delivery of said notice or sooner than five (5) days after the mailing of said notice. An entry of the service of notice, given in the manner provided above, shall be made in the minutes of the proceedings of the Board of Directors, and such entry, if read and approved at the subsequent meeting of the Board of Directors, shall be conclusive on the question of service. Attendance of a director at a special meeting shall constitute a waiver of the notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened. A director may waive any notice required for any meeting by executing a written waiver of notice either before or after said meeting; such waiver shall be equivalent to the giving of such notice. (Bylaws 5.5)

Quorum

A majority of the number of Directors shall constitute a quorum for the transaction of business. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. A majority of those present at the time and place of any meeting or special meeting, although less than a quorum, may adjourn from day-to-day, or from time-to-time, without further notice until a quorum shall attend. When a quorum shall attend, any business may be transacted which might have been transacted at the meeting had the same been held on the day on which the same was originally appointed or called. (Bylaws 5.6)

Action by Directors Without a Meeting

Any action that may be taken at a meeting of the Directors may be taken without a meeting if a consent in writing setting forth the action so taken or to be taken shall be signed by all of the Directors. Such consent shall have the same effect as a unanimous vote. (Bylaws 5.8)

Registering Dissent

A director who is present at the meeting of the Board of Directors at which action on an Association matter is taken shall be presumed to have assented to such action unless that director's dissent shall be entered in the minutes of the meeting or unless that director either files a written dissent to such an action with the person acting as the Secretary of the meeting before the adjournment thereof, or forwards such dissent by registered mail to the Secretary of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action. (Bylaws 5.7)

Appeal of Decisions

Any Owner may appeal a decision of the Board of Directors, as follows:

1) A written notice of such appeal should be sent to the Board within a 15-day period after the date of the notification of the disputed decision and should include the following information:

- a) Name, address and telephone number of Owner
- b) Date of committee action



c) Committee decision

d) Owner's statement, in detail, of the dispute with the committee

2) A meeting to review the owner's notice of appeal shall be set by the Board of Directors not more than 15 days from the date of receipt by the Board.

3) The Board shall give notice to other interested parties not less than ten (10) days prior to the date of such meeting.

4) The owner shall have the right to be joined by a support person of his/her choice, including legal counsel, at the owner's expense. If the Owner chooses to engage this option, the Owner must notify the Board of the support person's identity and role at least thirty (30) days prior to the meeting.

5) The review meeting will be a closed meeting, unless both the Board and the Owner agree to an open meeting.

6) The meeting shall be recorded.

7) All evidence shall be provided to the Board five (5) days prior to the review meeting. In certain circumstances, the Board may allow alterations to this requirement.

8) The Board's determination after an appeal review meeting shall be in writing, stating the reason(s) for such determination, and the applicable covenants, bylaws, rules, laws, or relevant facts that apply.

Rules (6.4)

BOOKS AND RECORDS

The Association shall keep correct and complete books and records of account and shall keep minutes of the proceedings of its members and Board of Directors. Such books, records, and minutes shall, during reasonable business hours and upon reasonable notice, be subject to the inspection by any member. (Bylaws 10)

Open Records

In accordance with The Washington Home Owners Association Act RCW 64.38.045(2) the Hamma Ridge Home Owners Association will make available for examination all records of the association not deemed by our legal counsel to be privileged communications. Such examinations normally can be done in person by appointment during regular business hours through the Board of Directors. If an in-person examination is not possible the association will make available to a requesting member copies of existing documents for a fee of 15 cents per page plus an administrative and collating fee of \$20.00 per hour rounded up to the nearest quarter of an hour. The fee to be paid before the requested documents are provided. (Rules 7.1)

Records Retention

These guidelines are intended to ensure that the Association retains its records in accordance with the requirements of applicable laws and for as long as they are required in the conduct of the Association's business.

The categories of records listed on the Schedule encompass records created and stored in any form or media, including but not limited to: handwritten, typed, or printed paper documents; electronic documents (e.g. email, web sites); video or digital images; recorded audio material; information contained on network servers and/or document management systems. Once records have been retained for the applicable period, all copies should be destroyed. Those categories of records that are not listed in the Schedule may be destroyed at such time and in a manner that best facilitates the efficient administration of the Association activities. (Rules 7.2)

Permanent Records

Legal Records



- Board meeting minutes, membership meeting minutes and notices of meetings
- Original CC&Rs, Bylaws, Articles of Incorporation, and Amendments
- Interpretations of rules under specific circumstances
- Legal settlement agreements, litigation documents, and legal correspondence
- Attorney/client privileged information
- Deeds, title insurance policies, and disclosure statements

Financial Records

- Annual corporate tax returns and tax related correspondence
- Annual financial statements and ledgers
- Audit records

Other Records

- Insurance records (claims, accident reports, etc.)
- Formal correspondence
- Enforcement matters
 - o HOA board opinions, rulings, and or decisions
 - o Member enforcement communications related to any violations or fines (discarded when Owner sells lot)
- Maintenance records

Retain for a Minimum of Six Years After Superseded

Legal Records

- Contracts
- Loan documents
- Listing of Rules

Maintenance/Facilities Records

- Warranties and guarantees
- Funding studies

Other Records

- Original insurance policies

Retain for a Minimum of Four Years

Financial Records

- Monthly ledgers, bank statements, deposit slips, canceled checks
- Dues, billing, and collection documents



Other Records

- Membership meeting ballots, proxies, and sign-in sheets

Retain for a Minimum of One Year

- Meeting agendas
- Monthly financial statements
- Informal correspondence

Suspension of Record Destruction. In the event of imminent or pending government (federal, state or local) investigations, audits, proceedings or any lawsuits involving the Association, the Association's President and legal counsel shall make a determination as to whether it is necessary to suspend destruction for any class of records.

AMENDMENTS

Covenants

The covenants and restrictions may be amended by an instrument signed by not less than fifty-one percent (51%) of the Lot Owners. Any amendment must be recorded. (CCR 6.3)

Bylaws

The Bylaws, or any part thereof, may be altered or amended by the Board of Directors upon approval in writing by a minimum of 70 percent of the Directors. (Bylaws 11)

Rules

The Rules and Policies, or any part thereof, may be altered or amended by the Board of Directors upon approval in writing by a minimum of 70 percent of the Directors. (Rules 8.1)

Member Proposals

Members may suggest changes to the Bylaws or Rules by the following process (Rules 8.2)

1. Proposal Submission

A proposed bylaw or rule change can be submitted to the board by any member, including members of the board.

The proposal should state in clear language what the bylaw or rule amendment is, including:

- i. the text of the proposed change,
- ii. a description of the purpose or the bylaw or rule, and
- iii. the effect of the proposal.

2. Notice of Proposal

Once the board has received a rule change proposal, the board shall inform the Owners (by paper mail or electronic communication) of the proposal and invite comments in writing and/or in person at an upcoming board meeting.

A notice is not necessary if the rule is addressing an imminent threat to public health or safety or imminent risk of substantial economic loss to the association.

3. Decision



At the conclusion of the comment period, the board will make a determination to:

- i. adopt the rule or rule change,
- ii. decline to adopt the rule or rule change, or
- iii. defer a decision on adoption to allow for additional information to be gathered (e.g. from legal counsel)

Communication

Following a board meeting where a bylaw or rule change proposal is approved, the board must send a notice (paper, electronic, or both) to the Owners of the change and this document will be amended to reflect the change. (Rules 8.3)

MISCELLANEOUS

Disability Accommodations

Recorded with Mason County as file number 2036485 (Rules 9.1)

The Hamma Ridge Homeowners Association Board of Directors wants to make disability accommodation claims available to members by use of a formal process that is consistent with federal law, including the Federal Fair Housing Act (FFHA or the Act) and cases discussing the Act. The goal of the process is to evaluate what the proposed accommodation is, and whether it is reasonable and necessary to afford the handicapped person an equal opportunity to use and enjoy housing.

A request for a reasonable accommodation pursuant to the Federal Fair Housing Act should include the following:

1. A statement that the member is disabled pursuant to the terms of the FFHA; and
2. An explanation of the proposed accommodation.

If such a request is received, then if the Board of Directors is uncertain as to the proper response, it will offer to participate with the member in an interactive process to clarify what the member needs and identify the appropriate accommodations. The information that the association may need to undertake this process is information that: (1) is necessary to verify that the person meets the Act's definition of disability (i.e., has a physical or mental impairment that substantially limits one or more major life activities), if the disability is not obvious; (2) describes the needed modification; and (3) shows the relationship between the person's disability and the need for the requested modification. The association is entitled to obtain information that is necessary to evaluate whether a requested reasonable modification may be necessary because of a disability.

Among the issues to be addressed in this process will be all issues raised by either party that are relevant to the determination of reasonable accommodation, pursuant to controlling law, including but not limited to:

1. An examination of the direct linkage between the accommodation and how it will help the member by lessening or ameliorating the effects of his or her disability; and
2. An examination of how this accommodation gives the member an equal opportunity to use and enjoy housing but does not give the member a benefit with respect to matters not related to the disability.

Once the Board of Directors receives any information that is necessary to evaluate if the reasonable modification is needed because of a disability, such information will be kept confidential and will not be shared with other persons unless they need the information to make or assess a decision to grant or deny a reasonable modification request or unless disclosure is required by law (e.g., a court-issued subpoena requiring disclosure).

When the Board of Directors receives a request for a reasonable accommodation and it is uncertain of the proper response, so that an interactive process as set forth above is needed, the Board will mail a copy of this resolution to



the member along with any other information that the Board reasonably deems appropriate under the circumstances. The member then has 30 days to respond to the Board that she or he is willing to participate in the process. The Board and the member are each then responsible for progressing within the process at a reasonable rate so that the process can be completed within 30 days after the member's response.

The Board of Directors will apply and/or adopt additional reasonable rules for proceeding with these matters. For example, it may require that participants not be armed with firearms or other dangerous weapons during any in person interactions related to this Resolution.

Annexation

Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3rds) of each class of members. (CCR 6.4)

Transactions

No transactions entered into by the Association shall be affected by the fact that any members, Directors, or officers of the Association are personally interested in it; and every member, director or officer of the Association is hereby relieved from any disability that might otherwise prevent his or her contracting with the Association in which he may be in any way interested (provided such member, officer, or director has fully declared any such interest) and that fact that the member, director and/or officer of the Association in whole or in part the same as those of any other corporation shall not in any way affect the validity or enforceability of any agreement or transaction between the two corporations. (Bylaws 8)

Oil and Mining Operations

No oil drilling, oil development operations, oil refining, quarry or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure for use in boring for oil and natural gas shall be erected, maintained or permitted upon any lot. (CCR 4.1)