



HAMMA RIDGE

HOMEOWNERS ASSOCIATION

Rules and Policies

Effective November 21, 2021



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.

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SECTION 1: MEMBERSHIP RIGHTS AND RESPONSIBILITIES

1.1 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 invitees. Any violations of the Hamma Ridge Rules and Regulations by a guest, tenant, or invitee of an Owner will be considered as a violation by the Owner.

It is the responsibility of the sponsoring member to ensure that guests are aware of association rules.

SECTION 2: BUILDINGS, UTILITIES, AND USES

2.1 View Policy

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.).

The CC&Rs state:

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 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.

SECTION 3: SAFETY, NUISANCES, AND HAZARDS

3.1 Traffic and Vehicles

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

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.

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

3.2 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.

The Association has an agreement with a towing service and signs have been placed to indicate this.

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.

3.3 Nuisances



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.

3.4 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.

3.5 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.

3.6 Firearms

The Hamma Ridge CC&Rs state that 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.

3.7 Fireworks

The use of fireworks anywhere within the Subdivision is prohibited.

3.8 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.

SECTION 4: ASSESSMENTS, FINES, AND FEES

4.1 Hearings

No hearing process is required for billing dues, special assessments, or fines.

4.2 Association Assessments

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

4.3 Overdue Payments

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 on any unpaid bill for assessments or other HOA charges.

SECTION 5: ENFORCEMENT

5.1 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.

5.2 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.

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.

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.

5.3 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.

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

SECTION 6: BOARD OF DIRECTORS

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.

6.2 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.

6.3 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.

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.

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.

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.

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.

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

6.4 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.

SECTION 7: BOOKS AND RECORDS

7.1 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.

7.2 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.

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
 - HOA board opinions, rulings, and or decisions
 - 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.

SECTION 8: AMENDMENTS AND CHANGES

8.1 Amendments

The Rules, 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.

8.2 Member Proposals

Members may suggest changes to the Bylaws or Rules by the following process:

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)

8.3 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.

SECTION 9: MISCELLANEOUS

9.1 Disability Accommodations

Recorded with Mason County as file number [2036485](#)

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.