

# THE SOUTH BAY COMMUNITY ASSOCIATION

## ENFORCEMENT POLICY, FINE SCHEDULE, AND VIOLATION HEARING PROCEDURES “Enforcement Policy”

### A. **Governing Document Compliance, Penalties, and Enforcement.**

**1. Governing Documents.** Members of The South Bay Community Association (the "Association") are subject to the South Bay Master Declaration of Covenants, Conditions, Restrictions, Assessments, Charges, Servitudes, Liens, Reservations and Easements as recorded under Jefferson County under Auditor's File No. 325175, ("CC&Rs"), the Association's Articles of Incorporation, Bylaws, Rules and Regulations (including Design Standards), and any amendments to the foregoing documents, together with such other policies, resolutions, or written instruments by which the Association has the authority to exercise the powers conferred upon it by law or to manage, maintain or otherwise affect the property under its jurisdiction (collectively defined herein as the "Governing Documents").

**2. Compliance with Governing Documents.** All Association members, the residents and occupants of an Owner's Unit, and any of their respective guests or invitees must comply with the Governing Documents, as they may be amended, from time to time. Owners are legally responsible for the conduct of their tenants, guests, invitees, and the occupants of their Unit, and must ensure their compliance with the Governing Documents. The term "Unit" is synonymous with the word "Lot" as defined by section 1.29 of the Declaration.

**3. Violation Fines and Damages.** Failure to comply with the Governing Documents may result in the Association (a) assessing fines, (b) commencing legal action through the Board of Directors to recover monetary damages, injunctive relief, or both, and/or (c) pursuing any other rights or remedies available under the Governing Documents or applicable law.

**4. Liability for Residents, Guests, and Invitees.** Owners are personally liable for any fines, penalties, or other charges assessed by the Association against such Owners, including those resulting from property damage or violations of the Governing Documents. This liability applies whether the property damage or violation was caused by (a) the Owner; (b) the Owner's guests or invitees; (c) any resident or occupant of the Owner's Unit; or (d) the guests and invitees of a resident or occupant of a Owner's Unit. Residents and non-owner occupants of a Unit are jointly and severally liable with the owners of such Unit for property damage and violations of the Governing Documents. No person, Owner, or party shall be relieved from joint and several liability except to the extent of amounts actually paid to the Association.

**5. Violations by Tenant.** If a tenant of a Unit Owner, or other person occupying an Owner's Unit, violates the Governing Documents, in addition to exercising any of its powers against the Unit Owner, the Association may:

- (a) Enforce the Governing Documents directly against the tenant, or occupant of the Unit;
- (b) After giving notice to the tenant or occupant and the Unit Owner and allowing for an opportunity to be heard, impose and collect reasonable fines for violations of the Governing Documents against the tenant or occupant and Unit Owner; and
- (c) Enforce any other rights against the tenant or occupant for the violation that the Unit Owner as the landlord could lawfully have exercised under the lease or that the Association could lawfully have exercised directly against the Unit Owner, or both; but the Association does not have the

right to terminate a lease or evict a tenant unless permitted by the Declaration. The rights referred to in this subsection 5(c) may be exercised only if the tenant or Unit Owner fails to cure the violation within 10 days after the Association notifies the tenant and Unit Owner of that violation.

**6. Role of the Association.** The Board encourages members to amicably resolve issues directly, neighbor-to-neighbor or member-to-member. However, there are times, for a variety of reasons, when that is not possible. When issues cannot be resolved between members directly, the SBCA (acting by and through its Board) may determine whether the issue is one that is appropriate for the SBCA to address, and if so, what action should be taken.

**7. Board Discretion on Enforcement.** The Board may determine whether to take enforcement action by exercising the Association's power to impose sanctions or commencing an action for a violation of the Governing Documents, including whether to compromise any claim for unpaid Assessments or other claim made by or against it. The Board does not have a duty to take enforcement action if it determines, in its sole discretion, that, under the facts and circumstances presented:

- (a) The Association's legal position does not justify taking any or further enforcement action;
- (b) The covenant, restriction, or rule being enforced is, or is likely to be construed as, inconsistent with law;
- (c) Although a violation may exist or may have occurred, it is not so material as to be objectionable to a reasonable person or to justify expending the Association's resources; or
- (d) It is not in the Association's best interests to pursue an enforcement action, including, without limitation, when considering the anticipated expenses of enforcement.

**B. Fine Schedule.** Under RCW 64.38.020(1) and (11) and the Governing Documents (specifically Section 5.3 of the Master Declaration), the Board is authorized to adopt, amend, or repeal South Bay Rules and establish a system of fines and penalties for their enforcement.

**1. Fine Schedule.** The Board has established the following fine schedules for violations of the Governing Documents.

**(a) General Fine Schedule:** Unless a specific fine exists for a particular violation pursuant to subsection B.1.(b) below, the following fine schedule applies to all violations of the Governing Documents:

<b>Occurrence</b>	<b>Fine Amount</b>
1 <sup>st</sup> violation:	\$25.00
2 <sup>nd</sup> violation:	\$50.00
3 <sup>rd</sup> violation	\$150.00
4 <sup>th</sup> violation and each subsequent violation:	\$200.00 per violation

Notwithstanding the foregoing, violations that are *continuing* in nature are subject to fines of \$50 per day until the violation is resolved. A continuing violation is one that continues unresolved or unabated for 24 consecutive hours or more. Fines for a continuing violation shall not exceed \$1,000 in any thirty-day period. Violations that occur sporadically rather than continuously are not subject to the \$1,000 monthly cap and will be fined per occurrence. If multiple continuing violations exist, the \$1,000 cap per thirty-day period applies to each violation.

Examples of when fines may be assessed, include, but are not limited to: (a) animal related issues (e.g., off leash, failure to clean up after a pet); (b) parking violations; (c) nuisances or offensive

conduct; and (d) Unit or yard maintenance. The Board may waive fines assessed under this paragraph if the violation is timely resolved to the Board’s satisfaction.

**(b) Specific Violations:** The Board may adopt and amend fine schedules for violations of particular sections of the Governing Documents (“Specific Violations”). If a specific fine amount or fine schedule is provided for a particular violation, that fine amount or fine schedule supersedes the General Fine Schedule in paragraph B.1.(a). In addition, if the Declaration or Bylaws set forth a specific fine or penalty, then the fine or penalty specified in the Declaration or Bylaws shall take precedence over all other schedules.

**Specific Fine Schedule for ARC Related Violations:** Members are required to apply for and receive SBCA-ARC approval, prior to making exterior modifications or changes to a Unit. No changes to the scope of work or deviations to previously approved plans are allowed, without prior written approval of the SBCA-ARC. A non-inclusive list of when SBCA-ARC approval is required includes, but is not limited to, modifications to the exterior of your home, installation of an exterior structure, new construction, landscaping changes, or removing a tree. Please see South Bay Design Standard 4.2.2 for when SBCA-ARC approval is not required.

To ensure the integrity of the SBCA-ARC approval process and to promote full compliance – including the timely submission of applications and plans prior to starting construction or making any changes to already approved work, **the Board has established following Specific Violation fine schedule:**

<b>ARC Violations</b>	<b>1<sup>st</sup> Notice/Fine</b>	<b>Continuing Violation</b>
<b>Failure to Apply for and Receive SBCA-ARC Approval Prior to Commencement of Work</b>	<p><b>\$100 Fine</b> (plus daily fines) for starting work prior to submitting a proper application.</p> <p><b>\$100 Fine</b> (plus daily fines) for commencing work prior to receiving SBCA-ARC approval.</p>	<p>Fines of <b>\$10 per day</b> will accrue from the <b>date work commences</b> until the date a <b>fully compliant application</b> is submitted to the SBCA-ARC. A submittal is only recognized on the date the SBCA-ARC receives an application that is <b>fully compliant</b> with all requirements.</p>
<b>Changes or Deviations in the Work After Receiving SBCA-Approval</b>	<p><b>\$50 Fine (plus daily fines)</b></p> <p>Issue notice to cease desist work until updated application is submitted and approved by the SBCA-ARC.</p>	<p>Fines of <b>\$10 fine per day</b> will accrue from the issuance of the notice to cease and desist work until the date a <b>fully compliant application</b> is submitted to the SBCA-ARC. A submittal is only recognized on the date the SBCA-ARC receives an application that is <b>fully compliant</b> with all requirements.</p>

The Board has established the following Specific Violation fine schedule applicable for removal of a tree in violation of Section 4.2.1 of the Master Declaration.

<b>Violation of Declaration Section 4.2.1</b>	<b>Fine</b>
<b>Tree Removal</b>	<b>\$5,000 fine</b> for each tree removed with a base trunk diameter exceeding six inches (6'') without prior written approval from the SBCA-

**2. Warning Notice.** The Board must provide notice whenever a fine is assessed. While the Board must notify an Owner of an actual fine, it is under no obligation to issue a warning notice before a fine is imposed. The decision to issue a warning—such as providing a grace period for compliance before fines begin to accrue—remains at the Board’s sole discretion.

**3. Notices.** Any notice permitted or required to be delivered under this Enforcement Policy may be delivered by: (a) personal delivery; (b) regular first-class United States mail, postage prepaid; or (c) electronic transmission (e.g., e-mail) to an Owner who has consented in writing to receive electronically transmitted notices at the designated e-mail address, location, or system.

Each Owner is required to register a mailing address with the Association. Notice to an Owner shall be sufficient if mailed or delivered to the mailing address for a Owner’s Unit within the SBCA’s jurisdiction, if no other mailing address has been provided to the Association in writing. If delivery of the notice is by mail, the notice shall be deemed to have been delivered on the third day after it is deposited in the United States mail, first class, postage prepaid, addressed to the Owner. *See Declaration, ¶ 18.10.* Notice provided in an electronic transmission is effective on the date it is: (i) electronically transmitted to the email address or system designed by the recipient for that purpose; or (ii) posted on an electronic network (e.g., community portal) and separate notice of the posting has been sent to the recipient containing instructions regarding how to access the posting.

**4. Lien.** Monetary penalties and fines are treated and collectable in like manner as assessments and are a lien against the Owner’s Unit. See, e.g., Master Declaration, Section 5.3.

**5. Other Rights and Remedies.** The fines stated herein are in addition to - and do not replace – the Association’s rights to pursue other remedies. This includes requiring an Owner to correct a violation, charge an Owner for the cost of remedial work, or exercise any other available legal remedy.

**C. Procedures for Notice and Opportunity to be Heard.**

**1. Effective Date of Fines.** Fines accrue starting from the date the violation notice is given. However, if the notice includes a grace period, fines will begin to accrue only if the violation remains unresolved after the date specified.

**2. Notice of Fine and Opportunity to be Heard.** No fine will be officially charged (assessed) to a Owner’s account until they have either had their hearing or the deadline to request a hearing has expired (pursuant to subsection C.3). Although a fine is not billed until after the hearing process, it continues to **accrue** from the date specified in C.1 above. If the Board upholds the fine after the hearing, the total amount billed will include all days that accrued during the notice and hearing period.

**3. Opportunity to be Heard.** Upon receiving a notice of violation or notice of suspension of membership privileges, an Owner may request a hearing to contest the violation and

provide testimony and evidence regarding the circumstances surrounding the violation. An Owner or tenant or resident of an Owner's Unit must request an opportunity to be heard (i.e., a hearing) **within fourteen (14) days** after the Association provides the violation notice. If a hearing is not requested within this 14-day window, the fine or suspension will be deemed valid and final, and the Owner, tenant, or resident will have no further right to appeal, challenge, or contest the matter.

**4. Request of Hearing.** To request a hearing, A Member or requesting party must submit a written request to the SBCA main office by personal delivery, United States mail, or electronic transmission to [gm@sbcacub.com](mailto:gm@sbcacub.com). The written request for a hearing must include:

- (a) The Member's name and current mailing address;
- (b) The address of the Member's property within the Association community (if different than the Member's mailing address);
- (c) The name and address of any non-owner adult occupants of the Member's property;
- (d) A clear statement explaining the defenses or other objections to the violation notice;
- (e) Copies of documentation the Member intends to present at hearing;
- (f) The name of any attorneys, witnesses or guests that are expected to attend the hearing;
- (g) The Member's signature and the date the request for hearing was submitted.

**5. Hearing Procedures.** Hearings with respect to violations of the Association's Governing Documents shall be heard and decided by the Board, subject to the following procedures:

**(a) Notice of Hearing.** After the Board has received a timely request for hearing, it will provide the Member or person making such request with written Notice of a Hearing. The hearing will normally be set not less than 10 nor more than 30 days after the Board's receipt of a timely request for hearing and shall be set between the hours of 8:00 a.m. — 6:00 p.m.

The Notice of Hearing should include (a) the violation(s) to be addressed at the hearing, (b) the proposed action or actions required to resolve the violation(s); (c) the fines that apply with respect to the violation.

The Notice of Hearing may state whether a written statement may be offered, in lieu of personally appearing at a hearing, and such other matters or issues, as may be reasonably necessary or appropriate to the administration of the hearing, including, but not limited to, prescribing time limits for the presentation of evidence.

***The failure to appear for a hearing shall constitute a waiver of the opportunity to be heard and shall result in the violation being deemed valid.***

**(b) Continuance of Hearing.** Once a hearing has been requested and a hearing date has been set by the Board, the Board shall have discretion to allow or disallow a continuance of the hearing date upon written request being made therefor..

**(c) Attorneys.** If a Member or other person intends to have an attorney present at the hearing, such person must notify the Board at least 7 days prior to the hearing so that the Association may also have counsel present. Failure to notify the Association within said seven (7) day period may result in the hearing being continued and the accrual of additional fines until such hearing is rescheduled and held.

**(d) Order of Proceedings.** The Board may decide whether the hearing will be an open or closed hearing in executive session for privacy reasons. At the hearing, the responding Member or party shall be afforded a reasonable amount of time, based on the facts and circumstances, to present

evidence and argument to the Board regarding the violation. Notwithstanding the foregoing, the decision of the Board President or such other person, as the Board has appointed to preside over the hearing, shall be final as to the handling and administration of the hearing, including, but not limited to, the time allowed for oral argument and the presentation of evidence. Other members, witnesses, experts, professionals, or stakeholders may be allowed to present evidence or information about the alleged violation (whether support of or opposition to the imposition of fines). Any of the Board's Directors may ask questions of any Member or witness.

**(e) Evidence.** Any relevant evidence which is not subject to the attorney-client privilege or the attorney work-product doctrine or is not otherwise required to be kept confidential pursuant to a contract, covenant, court order or applicable law, shall be admissible regardless of whether the evidence is hearsay or would be otherwise inadmissible in a court of law. Notwithstanding the foregoing, the President or other chair presiding over the hearing may exclude evidence for any reasonable and non-discriminatory reason, including, but not limited to, if the evidence is irrelevant, duplicative, immaterial, defamatory, or unduly repetitious. Any evidence that is excluded shall not be kept as part of the Association's records of the hearing.

**(f) Decorum.** The Board may expel any person from any hearing for improper, disorderly or contemptuous conduct and, if expelled, the hearing shall continue in such person's absence.

**(g) Deliberation.** After conclusion of the hearing, the Board shall meet in closed/special session to deliberate and reach a decision concerning the alleged violation(s). The decision of the Board shall be in writing and shall contain a finding as to whether or not the respondent violated the Governing Documents or other decision of the Board. The Board will try to issue its decision within 21 days of the date of the hearing, which decision shall be made part of the Association's records.

**BOARD CERTIFICATION**

The undersigned, being the President, of The South Bay Community Association, a Washington nonprofit corporation, certifies that the foregoing Enforcement Policy, Fine Schedule, and Violation Hearing Procedures (collection "Enforcement Policy") was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on 3/12/2026. A copy of the Enforcement Policy was given to all Unit Owners according to their notice preference on or before April 1, 2026.

Dated this 12th day of March 2026.

**The South Bay Community Association**, a Washington nonprofit corporation

By: \_\_\_\_\_

Print Name: \_\_\_\_\_, President.