



NORTHWEST LANDING RESIDENT HANDBOOK

**A REFERENCE GUIDE TO UNDERSTANDING THE BENEFITS AND
RESPONSIBILITIES ASSOCIATED WITH LIVING IN A
COMMUNITY WITH COVENANTS, RESTRICTIONS, AND CONDITIONS (CC&Rs)**

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Northwest Landing Residential Owners Association Handbook

Table of Contents

SECTION 1

1.A. Introduction

1.B. Authority

1.C. Board and Committees

1.C.1. Purpose

1.C.2. New Construction Committee (NCC)

1.C.3. Property Improvement Committee (PIC)

1.C.4. Covenants Committee

SECTION 2

2.A. Property Improvement

2.A.1. What requires PIC Approval

2.B. Making Application to the PIC

2.B.1. PIC Procedures

2.B.2. Property Improvement Application Process

2.B.3. Application Item Descriptions

2.C. Property Improvement Request (PIR) Form Application

2.D. Appealing a PIC Decision

2.D.1. Approved or Disapproved Applications

2.D.2. Reconsideration

2.D.3. Veto

2.D.4. Variances.

2.E. Failure to Follow Approved Plan

SECTION 3

3.A. General Rules and Regulations

3.A.1. Garage/Yard Sales

3.A.2. Animals

3.A.3. Pets

3.A.4. Dangerous, Potentially Dangerous, and/or Menacing Dogs

3.A.5. Use of Community Greens

3.B. Restricted Activities

3.B.1. Activities within the Unit.

3.B.2. Alley Use

3.B.3. Noise

Northwest Landing Residential Owners Association Handbook

3.B.4. Parking

3.C. Residential Design Guidelines

- 3.C.1. Home Improvement/Modification
- 3.C.2. Air Conditioners (Window Mounted)
- 3.C.3. Antennas /Satellite Dishes
- 3.C.4. Artwork, Sculptures, and Yard Ornaments
- 3.C.5. Awnings
- 3.C.6. Basketball Hoops
- 3.C.7. Clotheslines.
- 3.C.8. Decks, Balconies, Patios, Porches, and Stoops
- 3.C.9. Driveway Extension Policy
- 3.C.10. Doghouses Dog/Pet Runs and Pens
- 3.C.11. Flags
- 3.C.12. Front Door and Screen Door Policy
- 3.C.13. Greenhouse
- 3.C.14. Gutters and Downspouts
- 3.C.15. Handrails
- 3.C.16. Mechanical Equipment and Utility Meters
- 3.C.17. Pools/ Hot Tubs/Spas
- 3.C.18. Recreation and Play Equipment
- 3.C.19. Sheds
- 3.C.20. Signs
- 3.C.21. Skylights
- 3.C.22. Solar Panels
- 3.C.23. Tarps
- 3.C.24. Temporary Structures
- 3.C.25. Waste Containers

3.D. Landscaping

- 3.D.1. Alley Planting
- 3.D.2. Front Yard Landscaping Standards
- 3.D.3. Side & Back Yard Landscaping Standards
- 3.D.4. Fountains
- 3.D.5. Gazebos

Northwest Landing Residential Owners Association Handbook

3.D.6. Ground Cover

3.D.7. Ponds

3.D.8. Trees and Shrubs

3.D.9. Trellises, Arbors, and Pergolas

3.D.10. Artificial Vegetation

3.E. Lighting

3.E.1. Lighting - Alley

3.E.2. Lighting - Traditional Holiday Decorative Lights and Decorations

3.E.3. Lighting - Security

3.E.4. Lighting - Upward Projecting

3.F. Exterior Maintenance Standards

3.F.1. Home Exterior

3.F.2. Fences

3.F.3. Landscape Maintenance Standards

3.F.4. Painting

3. F.5. Roofs

3.F.6. Siding

3.G. Residential Real Estate Sign Standards

3.G.1. Attachments

3.G.2. Compliance

3.G.3. Directional Signs for Open Homes

3.G.4. Sign Placement

3.G.5. Sign Size and Shape

3.H. Owner Comments

3.H.1. Problem Solving

3.H.2 Owner Comment

SECTION 4

4. Northwest Landing ROA Covenant Enforcement Policy

4.A. Board Authority

4.B. Enforcement Philosophy

4.C. Compliance Procedure

4.C.1. Responsibility

4.C.2. ROA Action

4.C.3. Monitoring Compliance

Northwest Landing Residential Owners Association Handbook

- 4.C.4. Identifying a Possible Violation
- 4.C.5. Written Complaint
- 4.C.6. Compliance Request
- 4.C.7. Stop Work Order
- 4.C.8. Voluntary Compliance Agreement
- 4.C.9. Hearing and Appeal Process
- 4.C.10. Protection of Board Members
- 4.C.11. Discretion to Waive Fines
- 4.D. Specific Compliance Procedures
 - 4.D.1. Fines
 - 4.D.2. Paying a Fine Does Not Cure a Violation
 - 4.D.3. Non-Owner Occupants
 - 4.D.4. Towing
 - 4.D.5. Landscaping and Improvements Maintenance
 - 4.D.6. Waste Containers
 - 4.D.7. Leasing Policy
 - 4.D.8. Unapproved Construction/Modification

SECTION 5

5.A. Northwest Landing ROA Assessment Payment Policy

- 5.A.1. Payment Policy
 - a. Semi-Annual Payments
 - b. Monthly Payments
 - c. Credit Card Payments
- 5.A.2. Application of Payments
- 5.A.3. Delinquent Payments

SECTION 6

6.A. Northwest Landing Residential Fence Guidelines

- 6.A.1. Fence Approval
- 6.A.2. Fence Height
- 6.A.3. Fence Appearance
- 6.A.4. Installation Review
- 6.A.5. Gates

6.B. Materials

Northwest Landing Residential Owners Association Handbook

6.B.1. Cedar

6.B.2. Chain Link/Wire

6.B.3. Living Fence

6.B.4. Ornamental Fencing

6.B.5. Vinyl

6.C.2. Scheme B – Cedar, 5 Foot Closed Board with 1 Foot Top Framed Lattice Panel and Post Caps

6.C.3. Scheme C – Cedar, 5 Foot Closed Board with 1 Foot Top Framed Windowpane Panel and Post Caps

6.C.4. Scheme D – Cedar, 5 Foot Closed Board with 1 Foot Framed Arched Rail Lattice and Post Caps

3.C.5. Scheme E – Cedar, Closed Board Dog-Eared, No Border or Spacing

6.D. Vinyl Fence Schemes.

6.D.1. Scheme F –Vinyl Closed Board with Straight Top

6.D.2. Scheme G- Vinyl 5 Foot Closed Board with 1 Foot Top Framed Lattice Panel

6.D.3. Scheme H- Vinyl Centex Cottage Style with Small and Larger Vertical Boards

6.D.4. Scheme I- Vinyl Picket

6.D.5 Scheme J-Vinyl Picket with Scallop Top

6.D.6 Scheme K-Vinyl 5 Foot Closed Board with 1 Foot Top Framed Spindle Panel

6.E. Acceptable Fences Locations

6.E.1. Alley Fences

6.E.2. Backyard Fences.

6.E.3. Corner Yard Fences

6.E.4. Front Yards

6.E.5. Side Yard Fences

6.F. Fence Maintenance Standards

6.F.1. Fence Condition and Repair

6.F.2. Living Fence

6.F.3. Vinyl Fence

6.F.4. Cedar Fence

6.F.5. Natural and Untreated Fencing

6.F.6. Stained and Treated Fencing

7. Leasing Policy

7.A. Uses

7.B. Reasonable Care

7.C. Professional Management

Northwest Landing Residential Owners Association Handbook

7.D. Contact Information

7.E. Self-Management

7.F. Local Contact

7.G. Lease Terms

7.H. Implied Terms

7.I. Lease Copy

7.J. Tenant Maintenance

7.K. Owner Liability

7.L. Tenant Liability.

7.M. Rental Fee

7.N. Violations

7.O. Business Judgment

7.P. Leasing Addendum

8. SAMPLES - PROPERTY IMPROVEMENT REQUEST FORMS

Northwest Landing Residential Owners Association Handbook

SECTION 1

1.A. Introduction

1.A.1. This handbook is intended to serve as a “user friendly” reference guide and answer the most frequently asked questions and concerns. This manual addresses issues commonly encountered by Northwest Landing (NWL) homeowners. Owners who rent their homes shall make this document available to their tenants and property managers.

1.A.2. This handbook includes a summary of the most commonly used Residential Design Guidelines, a section on the most common issues addressed in the Covenants, Conditions, and Restrictions (CC&Rs), and a section on procedures to handle improvements or express concerns you may have.

1.A.3. This document does not replace any other documents on file that govern the property owners of Northwest Landing.

1.A.4. This document is not a complete accounting of all the guidelines that relate to Northwest Landing. When in doubt, contact the ROA office for more information at (253) 964-1289, by email at roa@nwlanding.org, or by United States Postal Service (USPS) at 1495 Wilmington Drive, Suite 110, DuPont, WA 98327.

1.B. Authority

1.B.1. The Washington State Legislature adopted the Revised Code of Washington (RCW) Chapter 64.38, granting the formation and legal administration of homeowners’ associations. The authority conveyed by the State of Washington is through the governing documents of the Northwest Landing Residential Owners Association (ROA). These documents include the Articles of Incorporation, Plat, Declaration of Covenants, Conditions, and Restrictions, rules and regulations of the ROA and other written instruments.

1.B.2. The Northwest Landing ROA is a non-profit corporation created to provide for the maintenance, preservation, and architectural control of the homes and common areas within Northwest Landing and to promote use and enjoyment of the residents of Northwest Landing. As members of Northwest Landing, residents benefit from the amenities that come with living in a master planned community. Northwest Landing ROA conserves and enhances the resources of the whole community, not just to manage open space and common areas.

1.B.3. The Northwest Landing ROA has the authority and responsibility to maintain the aesthetic quality of the homes in the community and common areas. It also has the right to establish and enforce rules and regulations and to levy fines for violations of these rules.

1.B.4. Board Authority. One of the primary functions of the ROA is to protect and maintain the visual integrity of the community. The Board of Directors (BOD), the New Construction Committee (NCC), and the Property Improvement Committee (PIC) perform these functions by providing guidelines, education and enforcement of the rules and regulations established by the legal documents and the BOD. The BOD is authorized to resort to various remedies to restore compliance with the Covenants (reference section 4.A.). Additionally, the BOD reserves the right to grandfather property modifications on a case-by-case basis provided it is not in conflict

Northwest Landing Residential Owners Association Handbook

or in violation of the Declaration of Covenants, Conditions, and Restrictions (CC&Rs) and the Bylaws.

1.B.5. The Covenants. The Declaration of Covenants, Conditions and Restrictions and Easements for Northwest Landing were recorded June 16, 1994. Each Owner is responsible for complying with restrictions found in the Covenants, for following rules and regulations adopted by the BOD, and for obtaining prior written approval from the ROA before doing certain things described in the Covenants. CC&Rs Article XII, Section 17.8 (Policy #54, Covenants Enforcement Policy, Adopted by the Board of Directors June 24, 2003) states that **every owner and occupant of any unit shall** comply with the Governing Documents, and that the BOD has authority to ensure compliance through a variety of measures.

1.B.6. Property Improvement Committee (PIC). One of the primary functions of the ROA is to maintain the visual quality of the homes in the community. The BOD, the NCC, and the PIC perform these functions by providing guidelines, education and enforcement of the rules and regulations established by the legal documents and the BOD.

1.C. Board and Committees

1.C.1. Purpose. One of the primary functions of the ROA is to maintain the visual quality of the homes in the community. This occurs through the BOD providing guidelines, education and enforcement of the rules and regulations established by the legal documents and the BOD. The BOD carries out most tasks on behalf of the ROA, with the assistance of staff. The BOD may enforce decisions of the PIC and NCC. (Bylaws, Section 3.18; Decl., Sections 4.4 and 11.7).

1.C.2. New Construction Committee (NCC). The Residential NCC oversees evaluating all original construction on any lots (except for improvements to open space). The NCC may veto any action of the PIC that it finds inconsistent with the Residential Design Guidelines. The NCC may also authorize variances from the Residential Design Guidelines. (Decl., Sections 11.2(a) and 11.5).

1.C.2.1. NCC Composition. The NCC shall consist of at least three, but not more than five, persons. The BOD shall appoint the members of the NCC, who serve at its discretion. The NCC has exclusive jurisdiction over all original construction on any Unit, except for additions to open space.

1.C.3. Property Improvement Committee (PIC). The PIC (known in the Covenants as the “Modifications Committee”) has exclusive jurisdiction over modifications, additions, or alterations made on or to existing structures of the Units and any appurtenant open space. The PIC oversees approving or denying applications for modifications, additions, or alterations to existing structures and open areas on lots. (Decl., Section 11.2(b)). The PIC may delegate its authority as to a Neighborhood to the appropriate board or committee of the Neighborhood if it finds the board or committee prepared to assume such a role. Any delegation may be revoked, and jurisdiction reassumed at any time. Notwithstanding the above, the NCC may veto any action of the PIC, or a Neighborhood acting in that role, that the NCC finds inconsistent with the Residential Design Guidelines.

Northwest Landing Residential Owners Association Handbook

1.C.3.1. PIC Composition. The PIC consisting of at least three and no more than five persons, appointed by and serving at the BOD's discretion. Members of the PIC may include architects or similar professionals who are not owners.

1.C.4. Covenants Committee. The BOD may create a Covenants Committee to conduct enforcement hearings for violations of the Covenants. If there is a Covenants Committee, appeals are made to the BOD. If there is no Covenants Committee, the BOD will conduct the hearings and there is no right to an appeal. (Bylaws, Sections 3.23(b)-(c) and 5.2).

SECTION 2

2.A. Property Improvement. (Ref. CC&Rs Article XI (11.2b) and Ref. Policy Resolution #45, 5 October 2001). The following sections reflect the language used in the legal documents. In plain English, a committee of your neighbors will review changes and additions to the exterior of all homes prior to the start of the project. *Before you begin exterior improvements to your property, review Section 2 in its entirety. If you have other questions or need help in determining what approvals may be required, check with the ROA office, 253-964-1289 or by email at roa@nwlanding.org.*

2.A.1. What requires PIC Approval. (Ref. CC&Rs Article XI (11.1)). No improvements shall take place except in compliance with this Article and with the approval of the appropriate committee under Article XI, (11.2). Improvements include, but are not limited to, staking, clearing, excavating, grading or other site work, exterior alteration of existing improvements (including painting), placement or posting of any object or thing on the exterior of any Unit or a Residential Common Area (e.g. fences, signs, antennas, clotheslines, playground equipment, lighting, temporary structures, artificial vegetation, exterior sculptures, and fountains), or planting or removal of trees.

2.B. Making Application to the PIC. (Ref. CC&Rs Article XI (11.3 (a & b)).

2.B.1. PIC Procedures. The PIC may adopt detailed application and review procedures and design standards governing its area of responsibility consistent with the Residential Design Guidelines and subject to approval by the BOD. Plans and specification showing the nature, kind, shape, color, size, materials, and location of all proposed construction and modifications shall be submitted to the PIC for review and approval. In reviewing each submission, the PIC may consider the quality of workmanship and design, harmony of external design with existing structures, and location in relation to surrounding structures, topography, finish grade elevation, and other factors. The PIC meets on the first and third Tuesday of the month, at 6:00 PM, in the ROA office.

2.B.2. Property Improvement Application Process. Applications must be received in the ROA office by 5:00 p.m. on the Friday before a scheduled meeting. If the application is not complete, you will be notified by phone and your plan will be returned for completion. *The Committee will not review an incomplete application.* A written response stating the PIC's ruling will be sent to the homeowner after the review process is complete. Generally, applicants are notified of the PIC's decision via USPS or email within three business days of review of a

Northwest Landing Residential Owners Association Handbook

complete application. Project approval expires 180 days from date of PIC approval. Compliance with all City of DuPont requirements and ordinances is the responsibility of the homeowner.

2.B.3. Application Item Descriptions. The following are descriptions of the items that are required to accompany a PIC application:

- a. **Site Plan.** A site plan is a detailed drawing of proposed improvements. Site plan shall depict the improvement on the lot in conjunction with the property lines, the residence, the driveway, and any other existing pertinent improvements; plans shall be accurate and complete in construction detail. Show accurate dimensions of all aspects (height, length, width). Include a copy of the property plot plan. Draw site plans for the proposed improvements to $\frac{1}{4}'' = 1'$ scale.

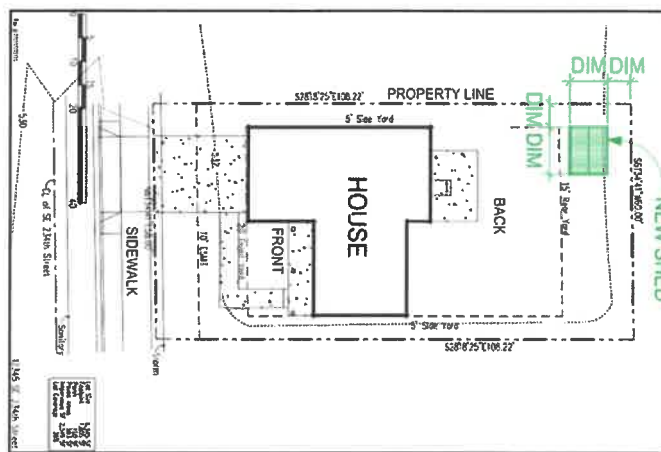


Figure 2.B.3. Example Site Plan

- b. **Materials & Colors.** Samples of the materials and colors, including manufactures name, shall be provided when applicable to the project.
- c. **Supporting Documentation.** Homeowners should include a representation of the proposed alteration such as manufacturer's literature, photographs, freehand or mechanical drawings with the plot plan. The amount of detail shall be consistent with the complexity of the proposal.
- d. **Estimated Start and Completion Dates.** An estimated start and completion date must be included on the PIC application.

2.C. Property Improvement Request (PIR) Form Application. See Section 7 Applications for examples. These forms are located online at www.nwlandingroa.org, click Documents, Governance and select the appropriate form(s). Hard copies of the form(s) are available for pick up at the ROA office. The completed form(s) can be delivered or mailed to: NWL ROA, 1495 Wilmington Drive, Suite 110, DuPont, WA 98327, or email to roa@nwlanding.org.

Four forms for improvements are as follows:

1. LANDSCAPES & OUTDOOR STRUCTURES & RE-ROOF/SHINGLES

Northwest Landing Residential Owners Association Handbook

2. FENCES, GATES, & STAINS
3. EXTERIOR PAINTING & OTHER MODIFICATIONS, A/C, HEAT PUMP
4. SHEDS, DECKS, & PATIO – COVERED PATIO, PERGOLAS

2.D. Appealing a PIC Decision. (Ref. CC&Rs Article XI (11.3 (b) and 11.5)).

2.D.1. Approved or Disapproved Applications. If the PIC fails to approve or disapprove any applications within 50 days after submission of all information and materials reasonably requested, the application is deemed approved. However, no approval, whether expressly granted or implied, shall be inconsistent with the Residential Design Guidelines, unless a variance is granted in writing by the NCC, under Section 11.5 of the Declaration.

2.D.2. Reconsideration. The Residential Design Guidelines state that the committee responsible for a decision may reconsider any action after it becomes final if any of the following apply:

- a. The action was based in whole or in part on erroneous information
- b. The action when taken failed to comply with applicable laws or regulations
- c. An error in procedure occurred which prevented consideration of interests of persons directly affected by the action
- d. An appeal is filed within 10 days of the decision

2.D.3. Veto. The Residential NCC may veto a decision of the PIC that is determined to be inconsistent with the Residential Design Guidelines.

2.D.4. Variances. The NCC may authorize variances from the Resident Handbook for modifications, additions, or alterations to existing structures and landscaping. Request variances, in writing, within 10 days after receipt of a PIC reconsideration decision. Inability to obtain, or the terms of, any governmental approval, or the terms of any financing shall not be considered a hardship warranting a variance. Variances are granted under the following criteria:

- a. In accordance with duly adopted rules and regulations
- b. When unique circumstances dictate such as unusual topography, natural obstruction, hardship or aesthetic or environmental considerations require
- c. When construction in accordance with the variance would be consistent with the purposes of the Declaration and compatible with existing and anticipated uses of adjoining properties

2.E. Failure to Follow Approved Plan. Any permitted construction not built according to the approved plan shall incur a \$350 fine immediately upon discovery. The homeowner shall have 30 days, unless a period is defined by the PIC, to correct the construction deviation.

SECTION 3

3.A. General Rules and Regulations. (CC&Rs Article V, Section 17.85.2 Owner's Responsibility). Each owner shall maintain his or her Unit, including, without limitation, all structures, landscaping, parking areas, and other improvements comprising the Unit consistent with the Community-Wide Standards and all applicable covenants, unless such maintenance responsibility is assumed by or assigned to the ROA or a Neighborhood Association. In addition

Northwest Landing Residential Owners Association Handbook

to any other enforcement rights, if any owner fails to maintain his or her Unit and or property, as well as property maintained by the ROA, the ROA may perform such maintenance including landscaping, up to but not limited to full renovation and assess the costs against the Unit and the owner under Article X. The ROA shall provide the owner reasonable notice and an opportunity to perform such maintenance, unless the BOD determines that emergency maintenance is required. For fines, see Section 4 of this handbook.

3.A.1. Garage/Yard Sales. (Revised Policy Resolution #56). Northwest Landing CC&R prohibit individual garage sales/yard sales. Unauthorized Garage/Yard Sales are subject to fines. However, the ROA does permit two (2) community-wide garage sales on two select weekends; dates are published in the activity calendar and monthly newsletters.

3.A.2. Animals. (Ref. CCR&R Article XII, Section 12.6(iv). Raising, breeding, or keeping of animals, livestock, or poultry of any kind is prohibited. A reasonable number of dogs, cats, or other usual and common household pets may be permitted in a unit. However, the BOD has sole discretion to take action to remove pets that are permitted to roam free, that make objectionably loud noise that endanger the health or safety of NWL residents, or that constitute a nuisance to occupants of other units.

3.A.3. Pets. (Ref. CC&Rs Article XII, Section 12.5(f)). The ROA has no rule prohibiting the keeping of ordinary household pets. The BOD may in the future adopt reasonable regulations designed to minimize damage and disturbance to other owners and occupants, including regulations requiring damage deposits, waste removal, leash controls, noise controls, and limits to the number of animals kept based on size and facilities of the Unit and fair share use of the Common Area. The ROA may require removal of any animal that presents an actual threat to the health and safety of residents or require abatement of any nuisance or unreasonable source of annoyance. The City of DuPont has license, leash, and clean-up ordinances pertaining to pets (DuPont Municipal Code (DMC) 7.13.005). Be respectful of your neighbors and do not allow your pets to use neighborhood green areas, street strips, or residential yards as a restroom.

3.A.4. Dangerous, Potentially Dangerous, and/or Menacing Dogs. (Ref. Policy Resolution #72, 1 February 2011). The BOD recognizes and adopts City of DuPont Municipal Code 7.12 and all other applicable sections of the DuPont Municipal Code as the official policy of the ROA regarding any matter involving dangerous, potentially dangerous, and/or menacing dogs and all instances of said dogs will be under the jurisdiction of the City of DuPont. *For issues with potentially dangerous, and/or menacing dogs call Lakewood Animal Control at (253) 830-5056.*

3.A.5. Use of Community Greens. (Resolution passed by Board of Directors 3-25-2003). The Community Green areas are available for use by the Owners and guests of NWL daily from sunrise to 10:00 PM. Respect the property of adjacent homeowners. Remove all personal items when you leave the Community Green.

3.B. Restricted Activities

3.B.1. Activities within the Unit. (Ref. CC&Rs Article XII, Section 12.5 (e)). Neither the ROA nor the BOD shall make any rule that interferes with the activities of the residents within the confines of their Unit. The ROA may prohibit activities not normally associated with

Northwest Landing Residential Owners Association Handbook

property restricted to residential use. It may also restrict or prohibit any activities that impose monetary costs on the ROA or other owners, that:

- a. Create a danger to the health and safety of other occupants
- b. Generate excessive noise or traffic
- c. Create unsightly conditions visible outside the Unit
- d. Block the view from other Units
- e. Create an unreasonable source of annoyance

3.B.2. Alley Use. The ROA owns the Alleys within Northwest Landing. Alleys are only for ingress and egress of traffic accessing homes, garages, or ROA designated parking areas. Storage of personal items, such as toys, tools, or bicycles, in alleys is prohibited. Playing in the alleys is prohibited, including, but not limited to, activities such as basketball, tetherball, rollerblading, skating, skateboarding, and chalk drawing. Safety is the foremost concern, and residents must prevent these activities from occurring in the alleys. Vehicles may park only on the driveway pad and shall not protrude into the alley or block normal ingress and egress of residential traffic or emergency vehicles.

3.B.3. Noise. Noise can be a problem at any time, particularly during the summer months when windows and doors are open. Be considerate of your neighbors; remember that they may not keep the same hours as you do. Between the hours of 10pm and 7am, excessive noise restrictions apply. Please refer to The City of DuPont's noise restriction ordinance (DMC 9.09.041) for further information.

3.B.4. Parking

3.B.4.1. Personal or Commercial Vehicles, Recreational Vehicles, Mobile Homes, Boats or Other Watercraft, Stored or Inoperable Vehicles, Trailers, Or Other Oversized Vehicles. (Ref. CC&Rs Article XII, Section 12.6(a), (b), and (i) and Policy #50, April 2012). Parking personal or commercial vehicles, recreational vehicles, mobile homes, boats or other watercraft, stored or inoperable vehicles, unlicensed vehicles, trailers, or other oversized vehicles in places other than designated parking areas or in enclosed garages is prohibited. This prohibition includes parking on front, side, back yards, or in alleys. Residents may be required to provide proof of current automobile registration. Vehicle covers shall be fitted and made for the vehicle or compatible with the type of vehicle covered. Plastic tarps, bungee cords, ropes, bricks etc. are not allowed to secure the cover on the vehicle. Inoperable vehicles, unlicensed vehicles stored outside the garage, and vehicles parked in the alley shall be subject to towing by the ROA at owner's expense. Homeowners are allowed to temporarily park RVs, ATVs, boats, and trailers in their driveway for **no more than 12 hours**, for the purpose of loading, unloading, and cleaning. Vehicles must fit on the driveway pad. Vehicles are not allowed to extend into alleys or off the driveway pad. Vehicles are not allowed to be parked in front, side, or back yards. The City of DuPont Ordinance allows RVs, boats, trailers, and other watercraft to park on City streets for up to 24 hours (DMC 9.16.030(g)). The ROA policy does not supersede, counteract, or compete with the City's Ordinance for street parking times and the ROA does not act on vehicles parked on the City streets.

Northwest Landing Residential Owners Association Handbook

3.B.4.2. Parking Oversized Vehicles. (Ref. Policy Resolution #73, August 01, 2011 and DMC 16.03). All residential and commercial vehicles that meet any two (2) of the following criteria shall be parked and/or stored in a garage:

- a. Width: 6 feet 6 inches or greater
- b. Height: 7 feet 6 inches or greater
- c. Length: 20 feet or greater
- d. Having commercial signage or advertising
- e. Having commercial license plates or tags

3.C. Residential Design Guidelines

3.C.1. Home Improvement/Modification. (CC&Rs Article XI, Section 11.1, General). All additions or changes to a home's exterior, including, but not limited to remodeling or extensive reconstruction require PIC review. City of DuPont permits may be required.

3.C.2. Air Conditioners (Window Mounted) & A/C Compressors. Window mounted air conditioners are allowed in the front and side of homes from May 1 to Sep 30. Permanent window mounted air conditioning units are allowed in windows at the back of the house. The color of the unit and support structure shall be compatible with the house colors. Air Conditioners shall be maintained rust and mildew free. If possible, A/C compressor should not be located directly across or below a neighbor's window. Unit shall not be visible from the street.

3.C.3. Antennas /Satellite Dishes. (Residential Design & Modifications Guidelines Page 14). Homeowners may place up to two (2) satellite or communication dishes, not exceeding 39 inches in diameter, on a building or in the backyard, without prior written approval from the PIC. Consideration should be given to installing the dish(s) in the least obtrusive location – that will not negatively affect the appearance of the neighborhood – and that still allows for quality reception.

3.C.4. Artwork, Sculptures, and Yard Ornaments. The number of art pieces, sculptures, or yard ornaments allowed in the front and/or side yard shall be limited to six. No art pieces, sculptures, or yard ornaments larger than 36 inches wide by 36 inches high (as measured from the original grade of the lot) shall be permitted to be located in the front yard and/or side yard without prior approval from the PIC. PIC approved sculptures and commissioned pieces larger than thirty-six inches high allowed in the front yard shall be limited to one. All changes to art pieces, sculptures, or ornaments require PIC approval.

3.C.5. Awnings. Awnings are not permitted on the front or side of the home. Retractable awnings are permitted only on the backside of a home. Retractable awnings do not require approval by the PIC when installed to cover a backyard patio. Other types of awnings, installation locations, and materials require PIC approval. Rear awnings must be of solid, complementary color to the house. No window awnings are permitted. An awning is defined as a piece of cloth on a frame that extends over a door or window and provides shelter from the elements.

Northwest Landing Residential Owners Association Handbook

3.C.6. Basketball Hoops. Permanent basketball hoops shall be attached to the home or installed on a post in the driveway or back yard. Place portable basketball hoops **ONLY** on the homeowner's property, not in an alley. Basketball hoops used in a driveway should be located as far away as possible from the street, sidewalk, and nearest property line. In the case of shared driveways, the basketball hoop shall not impede the neighbor's vehicles from entering or exiting the driveway. Alleys shall not be used for playing basketball. Basketball hoops shall be a minimum of five feet inside the two-foot (2') easement, or seven feet from the alley. Basketball hoops shall not hang over the alley or affect ingress or egress of vehicles. When not in use, portable basketball hoops shall be stored behind the fence, or on the side of the home if no fence exists. Contact the City of DuPont regarding use of basketball hoops and other play equipment set on City property (sidewalks and street).

3.C.7. Clotheslines. Clotheslines are permitted only in a fenced backyard where they cannot be seen from a City street or walkway. Clotheslines require PIC approval.

3.C.8. Decks, Balconies, Patios, Porches, and Stoops. (Ref. Residential Design & Modifications Guidelines Page 13). Decks, balconies, porches, stoops, patios and patio cover configurations shall be compatible with the house in materials, colors, and scale. All porches, stoops, patios, and decks require PIC approval for all additions, changes, or modifications if the yard is not completely fenced or if they can be seen from a City Street. Changes or additions may require City of DuPont approval.

3.C.9. Driveway Extension Policy. Extending or enlarging a driveway requires PIC approval.

3.C.10. Doghouses Dog/Pet Runs and Pens. Doghouses, pet runs/pens are prohibited unless within a backyard enclosed by a six-foot (6') fence and shall not be visible above the fence line. Pet runs/pens require PIC approval prior to installation.

3.C.11. Flags. (Ref. Residential Design & Modifications Guidelines Page 23). Flags flown at home must be supported by a wood or metal pole, either freestanding or mounted on the home. ***Freestanding poles may not exceed 20 feet in height and require PIC approval.*** Allowable flags include state, national, university, seasonal, or military colors. ***Advertising banners on residential property are not allowed.*** Flags that become worn, faded, or tattered shall be replaced. Maximum flag size is 15 square feet. Two flags are the maximum allowable display at one time. When lighting a flag, consideration to the impact on the neighborhood should be given (see lighting guidelines in this Handbook).

3.C.12. Front Door and Screen Door Policy. Replacement of or change to front doors require PIC approval. Addition of, or modifications to screen doors require prior approval by the PIC.

3.C.13. Greenhouse. All greenhouses require PIC approval. All greenhouses must be in the interior side yard or rear yard of the property and shall comply with the City of DuPont setback restrictions and permitting requirements. Materials and colors are subject to PIC approval. The following criteria applies:

- a. Greenhouses shall not exceed eight feet (8') in height at highest point and one hundred and twenty square feet (120 sq. ft.) in area.
- b. Size of greenhouse allowed shall be determined by lot size and location.

Northwest Landing Residential Owners Association Handbook

- c. Only one (1) greenhouse per lot is permitted.
- d. Backyards abutting city streets must be fenced before installing a greenhouse.



Acceptable



Acceptable



Not Acceptable



Not Acceptable

3.C.14. Gutters and Downspouts. (Ref. Residential Design & Modifications Guidelines Page 13). Gutters and downspout colors must blend with adjacent surfaces. Exposed gutters used as an architectural feature are to match the color of the surface to which they are attached. Drainage must not adversely affect adjacent property. Changes or additions must be approved by the PIC.

3.C.15. Handrails. Handrails on walkways and porch stairs require PIC approval prior to installation and must comply with City of DuPont Building Code requirements. Handrail height must be 34-38 inches high from the finished grade of the walkway to the top of the rail. Handrails on stairs require a handrail between 34 to 38 inches above the stair, due to the slope of the stair. Handrails are limited to only one side of the walkway or stairs. Handrails shall be visually unobtrusive and must match the banister of the porch or trim of the home.

3.C.16. Mechanical Equipment and Utility Meters. (Ref. Residential Design Guidelines Page 14). All privately owned mechanical equipment shall be inconspicuously located. PIC approval is required prior to installation or modification. Installation or change of mechanical equipment may require City of DuPont approval and permits; contact the City for permit requirements.

3.C.17. Pools/ Hot Tubs/Spas. (Ref. Residential Design & Modifications Guidelines Page 16). All pools and hot tubs/spas shall be in the interior side yard or rear yard of the property and shall comply with the City of DuPont setback restrictions and permitting requirements. All pools and hot tub/spas shall be located in a fenced yard. No above ground pools are allowed. Pools and hot tubs/spas shall be designed to minimize sight and sound impact upon adjoining properties. Pool and hot tub/spas mechanical equipment (heaters, pumps, etc.) must be screened from view and insulated for sound. Pool and mechanical equipment must comply with applicable City of DuPont codes and permit requirements; contact the City for permit requirements. Pi

3.C.18. Recreation and Play Equipment. (Ref. Residential Design & Modifications Guidelines Page 16). Play equipment such as, but not limited to, swing sets, jungle gyms, trampolines, Big Toys, and sport courts are only permitted inside fenced yards. Placement of play equipment shall be compatible with lot size and minimize impact on adjoining neighbors. Placement or installation shall be a minimum of 5-feet away from fence, trees, and other structures, as well as following the manufacturer's recommended installation and safety guidelines. PIC approval is required prior to installation of play equipment.

3.C.19. Sheds. (Ref. Policy Resolution #55, June 2003). All sheds require PIC approval. All sheds shall be located in the interior side yard or rear yard of the property and shall comply with the City of DuPont single-family setback restrictions as outlined in Title 25.20.040 of the City

Northwest Landing Residential Owners Association Handbook

Municipal Code and could be further regulated by the State Building Code. Shed materials and colors shall be compatible with the existing house colors. The following criteria applies:

- a. Size of shed shall not exceed 100 square feet and 8 ft. in height at the highest point. Size of shed allowed shall be determined by lot size and location. Size of shed over 100 to 120 square ft., maximum size, will be reviewed on a case-by-case basis and shall be determined by lot size, lot shape, and placement of the shed. In no case shall a shed be no closer than 2-feet from the property line, fence, and house.
- b. Size of shed allowed shall be determined by lot size and location.
- c. Approved materials are wood or vinyl.
- d. Metal sheds are not permitted.
- e. If the shed can be seen from a street, property must be fenced before installing a shed.
- f. Only one (1) shed per lot is permitted.
- g. Body of shed must not be used as a fence or to fill a gap in a fence.
- h. Backyards abutting city streets must be fenced before installing a shed.

3.C.20. Signs. “Sign” means any identification, description, illustration, or device which is visible from any public place or is located on private property, is exposed to the public, and which directs attention to a product, service, place, activity, person, institution, business, or solicitation. See Residential Real Estate Sign Standards for Northwest Landing, section 3.5, for further information regarding other signs.

- a. **Home Business Signs. (Ref. Residential Design & Modifications Guidelines Page 23).** Home business signs are not allowed by City of DuPont code (DMC 25.116.100).
- b. **Political Signs. (Ref. ROA Policy dated November 29, 2006 and DMC 25.116.110).** Political signs are defined as a yard sign containing a message supporting or opposing a candidate or ballot measure that will be on an upcoming primary or election ballot. Political Signs are allowed in front yards or on an immediately adjacent planting strip between the sidewalk and the street. Political signs may be placed within public easements or street right of ways so long as it is not placed in a location or in a manner that interferes with traffic or driver vision, impede pedestrian traffic, or otherwise present a safety hazard. No Political signs shall be attached to any utility pole, light pole, tree, municipal or other public agency signpost, or to any building or structure. Political signs may be posted from the closing date for filing for an election until up to five (5) days after the election. Lighting political signage is not allowed. Temporary political signs shall be no larger than 24 inches x 24 inches and will not exceed 36 inches in height.
- c. **Real Estate Signs.** See section 3.G., Residential Real Estate Sign Standards for Northwest Landing.
- d. **Yard signs.** Security alarm signs, no-soliciting signs, lawn maintenance signs, and beware of dog signs are permitted on residential lots without prior PIC approval. Such signs are limited to one each when viewed from a common or public area. The signs may be staked in the ground or placed in an area where their message is most effective. Such signs shall not exceed 9 inches by 12 inches.

Northwest Landing Residential Owners Association Handbook

3.C.21. Skylights. (Ref. Residential Design & Modifications Guidelines Page 14). Skylights shall be designed as an integral part of a house and/or patio roof providing minimal allowable curb as directed by the manufacturer. No bubble-style skylights shall be permitted. Solar skylight tubes, less than 24 inches in diameter, flush-mounted to the roof, are permitted. Skylights on houses do not require PIC approval; skylights for patio covers do require PIC approval. Contact the City of DuPont for ordinances regarding addition of skylights.

3.C.22. Solar Panels. (Ref. Residential Design & Modifications Guidelines Page 14). Solar panels and their accessories shall be integrated into the roof design and be flush against the roof slope. Frames and accessories must be black or match the roof color. Solar panel design and location shall be approved by the PIC prior to installation. Contact the City of DuPont for building code and permit requirements.

3.C.23. Tarps. The use of tarps in Northwest Landing regardless of size, color, or material is prohibited. *Tarps may be allowed in an emergency to prevent damage to property.* The ROA must be notified regarding the reason for the tarp and the expected time of removal. The length of time for emergency use shall be determined on a case-by-case basis.

3.C.24. Temporary Structures. (Ref. Policy Resolution #55, June 2003). No structure of any temporary character, to include but not limited to a shack, carport, barn, dumpster, or other similar structures shall be installed, placed or used on any lot without prior PIC approval.

3.C.25. Waste Containers. (Ref. Policy #78, January 1, 2013). Waste containers, for the purpose of this policy, shall include all types of garbage and trash containers, including those used for yard waste and recycling.

- a. The preferred storage area for waste containers is behind a fence. Homes without a fence shall place waste containers neatly together at least five feet (5') behind the front or rear plane of the house. Waste containers must not be stored on driveways or beyond the front or rear plane of the house.
- b. Homes where trash pickup is in the alley must store the waste containers behind a fence or as close to the house as possible so that the containers may not be viewed from either end of the alley.
- c. Waste containers may not be stored adjacent to the alley, or in any way obstruct ingress and egress of normal traffic or emergency vehicles.
- d. Set out waste containers no more than 24 hours before scheduled pick-up; waste containers must be returned to their storage area no later than 10:00 AM. the day after pick-up. If a resident cannot comply with these guidelines (out of town, etc.), they should notify the Association ahead of time.
- e. Non-compliant residents will receive one courtesy reminder. Subsequent violations will be subject to the following fine schedule:
 - 1st violation following the Courtesy Notice - \$25.00
 - 2nd violation following the Courtesy Notice - \$50.00
 - 3rd violation following the Courtesy Notice - \$75.00
 - Every subsequent violation is subject to a \$100.00 fine.

Unpaid fines will be posted to the owner's ledger and may result in a lien being placed on the residence and will become the personal responsibility of the homeowner.

Northwest Landing Residential Owners Association Handbook

We appreciate your cooperation and understanding. Curb appeal is just one of the many things that continue to make Northwest Landing a highly sought after and desirable place to live.

f. Waste containers must be maintained in good condition and replaced if damaged.

3.D. Landscaping. (Ref. Residential Design & Modifications Guidelines Page 22).

3.D.1. Alley Planting. Fences set on an alley must be at least two feet (2') back from the alley pavement with plantings between the fence and the alley. This setback is a utility easement. This setback may not be left barren or weed fill, nor covered with permanent hardscape such as concrete or asphalt. Homeowners shall be responsible for maintaining all alley plantings. Any proposal for plantings in this area must have approval by the PIC prior to installation. Contact the ROA office for suggestions on types of acceptable plants.

3.D.2. Front Yard Landscaping Standards. (Ref. Policy Resolution #51, April 2003). Curb appeal is an important factor in maintaining an attractive community. All front yard landscaping additions or changes must be approved by the PIC.

3.D.3. Side & Back Yard Landscaping Standards. Any modification to side and back yards must be approved by the PIC if the modification is visible from a City street. The minimum standard for all residential back and side yards is the installation of topsoil and turf grass (sod or seed) or other landscape alternatives approved by the PIC. This policy applies to all backyards whether the yard is fenced or not. **Upon a change of ownership, any property that previously received an exception from the back and side yard standard must revert to the standard.**

3.D.4. Fountains. PIC approval is required to place a fountain in a front yard. Only one fountain is allowed in a front yard. No fountain larger than 36 inches wide by 36 inches high (as measured from the original grade of the lot) is permitted; fountain depth shall be 24 inches or less. Fountains may require City of DuPont review and permitting. Fountain pumps should be sound insulated to minimize impact on adjoining properties.

3.D.5. Gazebos. (Ref. Policy Resolution #55, June 2003). A Gazebo is defined as a freestanding roofed structure usually open on all sides. Gazebos are permitted but are limited to back yards and side yards. Gazebos, both permanent and temporary, shall be maintained at the community standard free of mold, mildew, dirt and other debris.

- a. **Permanent Gazebos.** Compatibility with the home's style, colors, and surrounding environment are primary consideration for permanent structures within Northwest Landing. Gazebos shall be maintained. The ROA recommends that homeowners contact the City of DuPont for building code and permit requirements.

Northwest Landing Residential Owners Association Handbook



Figure 3.D.5.a. Example Permanent Gazebo

- b. **Temporary Gazebos.** Gazebos for seasonal use, that are not more than 8'x 8' (64 square feet or less) do not require PIC approval and shall be removed at the end of the summer season. Gazebos larger than 64 square feet shall require PIC approval. Gazebos with a canvas, mesh, fabric, or any plastic material are considered temporary. Replacement is required when the material becomes tattered and/or worn.



Figure 3.D.5.b. Example Temporary Gazebo

3.D.6. Ground Cover. (Ref. Policy Resolution #55, June 2003). Private lots shall be landscaped in harmony with community areas. At least 50% of the frontage yard open space (the area extending from the front face of the house not paved or built over) shall be planted in grass lawn or evergreen ground cover. Shrub beds shall not exceed 50% of the frontage yard open space. Rock, concrete, bark or gravel shall not be used to cover large areas. Asphalt is not permitted in front yards or unfenced back or side yards.

3.D.7. Ponds. Ponds are not allowed in the front yard. If the backyard is fenced and the pond cannot be seen from the City Street, PIC approval is not required. Ponds that can be seen from a City street and/or where the backyard is not fenced require PIC approval. Contact the City of DuPont for ordinances and permit requirements regarding addition of ponds.

3.D.8. Trees and Shrubs. (Ref. Policy Resolution #40, September 2001). Homeowners are encouraged to plant trees and shrubs to add color, variety and interest. All tree plantings require PIC review and approval. The PIC does not review the addition of an individual shrub. Shrubs

Northwest Landing Residential Owners Association Handbook

or hedges over 36 inches paralleling the front façade of the house are prohibited. All tree removals require PIC review and approval. Trees on the street strip belong to the City and require City approval to remove.

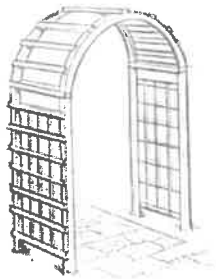
- a. Tree minimum sizes at planting: 1½-inch caliper
- b. Shrub minimum size at planting: 1-gallon container

3.D.9. Trellises, Arbors, and Pergolas. PIC approval is required prior to installation of all trellises, arbors, and pergolas. Trellises and arbors are permitted when attached to a fence or when constructed in the backyard. Pergolas are permitted when attached to the house or as standalone structures in a backyard.

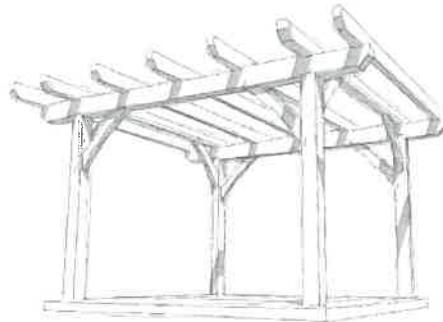
- a. **Trellis.** A trellis is typically a latticework built to support climbing plants or vines. It can be a simple panel attached to the side of a building or fence, or it can be freestanding in a garden or yard.
- b. **Arbor.** An arbor usually incorporates a trellis into its structure, creating a tunnel-like passageway of climbing plants. Arbors have a continuous run of latticework from one side of the “tunnel” to the other, often in an arched shape.
- c. **Pergolas.** Pergolas are designed to support climbing plants. Pergolas simply have posts supporting a roof-like structure made of wood slats; no other covering is allowed



Trellis



Arbor



Pergola

3.D.10. Artificial Vegetation. (Ref Policy Resolution #84 Authorizing Artificial Turf in Lieu of grass). No artificial vegetation (flowers, shrubs, or trees) shall be permitted on the exterior of a house or in the yard, except for that being used as a front door decoration.

3.D.11. Artificial Turf. Artificial Turf in Lieu of grass must have PIC approval prior to installation.

3.E. Lighting. (Ref. Residential Design & Modifications Guidelines Page 17). All outdoor lighting fixture modifications must be approved by the PIC. Stringed lights are not an approved lighting, unless used temporarily as holiday lights. Temporary is defined as 30 days prior to and 30 days after a holiday. See the section below on Holiday Lights and Decorations. Exterior lighting and light fixtures not originally installed by the builder/contractor shall require PIC review and approval. Repair or replacement of same type of lighting or light fixture does not require PIC approval. Over-lighting around residences is undesirable. Homeowners shall minimize the impact of lights upon homes, especially bedroom areas. Select fixtures of height,

Northwest Landing Residential Owners Association Handbook

location and light direction to minimize conflict. Select fixtures that can be adjusted with light shields and/or post-installation paint. Carefully select wattage. Observe and adjust the effect on neighbors. For example, be careful about lighting that illuminates beyond the lot boundary.

3.E.1. Lighting - Alley. Illuminate alleys with fixtures mounted on the garage, no higher than eight feet above ground and directed away from adjacent backyards and structures.

3.E.2. Lighting - Traditional Holiday Decorative Lights and Decorations. (Residential Design & Modifications Guidelines Page 17 Reviewed 26 April 2012). Holiday lights and decorations may be displayed on a house for 30 days prior to and 30 days after any traditional holidays for which such lights/decorations are displayed. All stringed lights shall be removed at the end of this period (reference 3.E. Lighting). Have consideration for your neighbors; turn lights off by 10:00 PM. The BOD has the final determination as to the appropriateness of Holiday Decorative Lights and Decorations. Fines associated with holiday lights/decorations will be as follows:

- 1st violation following the Courtesy Notice - \$25.00
- 2nd violation following the Courtesy Notice - \$50.00
- 3rd violation following the Courtesy Notice - \$75.00
- Every subsequent violation is subject to a \$100.00 fine.

3.E.3. Lighting - Security. Movement-activated security lighting is the preferred alternative for energy efficiency and minimal lighting conflict. The source for any alley or security lighting shall not exceed a 65 watts bulb or equivalent LED.

3.E.4. Lighting - Upward Projecting. All exterior lighting fixtures in Northwest Landing shall be prevented from projecting light upward, except in the case of flag lighting.

3.F. Exterior Maintenance Standards

3.F.1. Home Exterior. Maintain home exteriors to the Community Standard. This includes, but not limited to:

- a. **Address Identification.** (Ref. Residential Design & Modification Guidelines Page 23). House numbers will be either brass or dark metal. House numbers must be placed on the front of the house, near the entrance, and on the back of homes abutting an alley or street, near the garage door. House numbers shall be between three inches (3”) to six inches (6”) in height. House numbers shall contrast with their background. Missing house numbers shall be replaced. Clear or trim plants so that house numbers are clearly visible from the street.
- b. **Outside Storage.** Driveways, front, side, and back yards that are visible from adjacent properties shall be kept free of “clutter”, including but not limited to toys, tools, hoses, landscape materials, ladders, tires, pickup canopies, cargo containers, or other items not commonly stored on a residential lot.
- c. **Cracked and Peeling Paint.** Painting that is cracked or peeling must be removed and the area repainted (see section 3.F.4).

Northwest Landing Residential Owners Association Handbook

- d. **Faded Paint.** Residents must repaint the home's exterior when the current paint is faded from the original color. When requested by the ROA Staff, the PIC will review a home's exterior to determine whether the paint is faded below the acceptable Community Standard and present the decision to the Homeowner (see section 3.F.4).
- e. **Moss, Mildew, and Lichen.** Organic growths (moss, mildew, and lichen) shall be removed from any exterior surface including siding, roofs, driveways, porches, fences, and sidewalks.
- f. **Window and Window Covering.** Improvised window coverings are not allowed. This includes, but is not limited to newspaper, tin foil, cardboard, bath towels or sheets. Appearance of windows from public view must be uniform and not obstructed by stored items that are visible from the street. Damaged window coverings shall be replaced or repaired.
- g. All exterior components, such as roof, siding, garage doors, etc., shall be maintained to original condition.

3.F.2. Fences. (Ref. Residential Design & Modification Guidelines Page 13). See Section 6.E for fence finishing and maintenance standards.

3.F.3. Landscape Maintenance Standards. (Ref. Policy #74, August 2011). Residential Landscaping must be maintained to standard.

- a. **Lawn Maintenance.** Lawns shall be maintained in a healthy condition. This includes regular weeding, removing moss, keeping lawn clear of clover and dandelions, and repairing and re-seeding bare spots. Lawns must be mowed on a regular schedule and maintained at a height, not to exceed four inches (4"). Lawns should be edged along driveways, curbs, and sidewalks. All lawn clippings blown onto streets, driveways, and sidewalks shall be removed after mowing. Lawns not properly cared for and maintained may eventually require complete renovation or installation of a new lawn.
- b. **Dormant Lawns.** Lawns allowed to go dormant over the summer still require maintenance and oversight. Dormant is defined as something inactive or sleeping and is in a temporary state. Watering a minimum of twice per week will help in maintaining a healthy lawn and will enhance the curb appeal of the property. It is still necessary to mow, weed, and occasionally water to maintain your lawns health and keep it from dying. Below are pictures of a dormant and healthy lawn.

Northwest Landing Residential Owners Association Handbook



- c. **Planting beds.** Planting beds shall be maintained free of noticeable weeds and artificial vegetation. Plant beds require regular watering, enough to keep the plants alive, even if the lawn has gone dormant.
- d. **Plants and shrubs.** Plants and shrubs shall be maintained in a healthy condition; remove any dead plant material. Plants and shrubs shall be pruned below the windowsill so as not to block the window. Plants and shrubs shall also be pruned to prevent them from growing onto the roof and siding. Maintain clearance around the house numbers as not to block visibility of the house numbers. Watering a minimum of twice per week will help in maintaining a healthy plant bed and will enhance the curb appeal of the property.
- e. **Street Strips.** As required by the City of DuPont, the street strips (grass and trees) are to be maintained (mowing, weeding, and watering) by the adjacent property owner. Watering a minimum of twice per week will help in maintaining a healthy street strip and will enhance the appearance of owner properties. Residents may be responsible for the replacement of trees that die from lack of water.
- f. **Debris.** No rubbish, grass clippings, leaves or other debris of any kind shall be placed on, dumped on, or allowed to accumulate anywhere on the property. No unsanitary, unsightly, or offensive conditions shall be permitted to exist on any part of the property.
- g. **Courtesy Notices and Corrective Actions.** The ROA conducts weekly observations of the community to ensure that the Landscaping standards are maintained. The ROA will provide a courtesy notice to the homeowner if their property is not meeting the standards. The notice will provide a no-later-than date to complete corrective action. If corrective action is not taken by that date, the ROA staff is required to act at the homeowner's expense no more than 10 days from the postmark on the courtesy notice. The cost of a one-time clean-up is a minimum of **\$140.00**. Please contact the ROA at 253-964-1289 or email at roa@nwlanding.org if you have any questions on this policy.

3.F.4. Painting. (Ref. Policy Resolution #55, June 2003). All exterior painting shall be approved by the PIC. Homes next to each other may not be painted the same color or color combinations. Re-painting a front door does not require PIC approval if painted the same color. Paint front doors one solid color.

3.F.5. Roofs. PIC approval is required prior to replacing roof material only if there is a change in color or material.

Northwest Landing Residential Owners Association Handbook

3.F.6. Siding. PIC approval is required prior to replacing siding. Repairs to siding shall match the existing home color.

3.G. Residential Real Estate Sign Standards. (Effective 1 September 2004). The BOD developed the Northwest Landing ROA Residential Real Estate Sign Standards to establish and maintain sign communications appropriate to a high-quality residential environment. These standards allow for a reasonable level of consistency to create a sense of community yet are flexible enough to address specific needs. The conditions for this program are consistent with the sign ordinances established by the City of DuPont (DMC 25.116.130(E)).

3.G.1. Attachments. An information box may be attached to residential real estate signs to provide information and/or brochures specific to the property. A “sale is pending” or “sold by” rider may be placed on the post. No other rider or attachment is permitted.

3.G.2. Compliance. Should a sign be found to be non-conforming, a call will be made to the listing agent or owner regarding the violation to be removed within 48 hours. Should the non-conforming sign not be removed or replaced with a conforming sign, the offending sign will be removed and stored. The owner of the home or property will be notified, given the reason for sign removal, and provided with the opportunity to reclaim any non-conforming sign. Signs left unclaimed over 30 days will be discarded.

3.G.3. Directional Signs for Open Homes. The use of directional signs is prohibited except for Open Home showings. A maximum of three (3) directional signs may be placed at sunrise and removed within one (1) hour of sunset each day that the home is Open for showing. The size will be 18” high by 24” wide, either mounted on a stake two feet (2’) long by two feet (2’) wide or as a stand-up configuration.

3.G.4. Sign Placement. For Sale, For Rent, or For Lease signs are limited to one (1) sign per property and must be placed in the front yard of the property being advertised. The sign must be removed from the property once the home has been rented or sold.

- a. The City of DuPont does not permit Real Estate for Sale, For Rent, or For Lease signs in the City of DuPont owned street strips.
- b. No Real Estate signage is permitted on any fence or other structure.

3.G.5. Sign Size and Shape. The size for all For Sale, For Rent or For Lease signs shall be no more than 18”x 24”. The shape of all signs will be rectangular.

Northwest Landing Residential Owners Association Handbook



Figure 3.G.6. Sale, Rental, Lease Sign

3.H. Owner Comments

3.H.1. Problem Solving. Homeowners are encouraged to resolve problems among themselves first. A complaint procedure has been designed to handle Association members' complaints regarding violations of the CC&Rs and/or Northwest Landing Homeowners Association's Resident Handbook. All complaints shall be received in writing for the ROA to act.

3.H.2. Owner Comment – see below for required information

All comments or concerns must be in writing for the Northwest Landing Residential Owners Association to take action. The information is used to effect appropriate action and the complainant shall remain confidential.

We will act on all comments or complaints that are in our purview. If your comment or complaint is beyond our purview, we will direct you to the individual or agency that can provide you with assistance or information. If you do not provide the information requested on the form, it may limit our ability to assist you.

Include the information below in your correspondence. You can email to nwlandingroa.org or mail to NWL ROA, 1495 Wilmington Dr. Suite #110, DuPont, WA 98327, or put in the NWL Drop Box next to the office door, or Fax to 253-912-9753.

Owner Comment Information

Name: _____

Address: _____

Phone: _____ **Email:** _____

Comment: _____

What is your suggested action? _____

Northwest Landing Residential Owners Association Handbook

SECTION 4

4. Northwest Landing ROA Covenant Enforcement Policy

4.A. Board Authority. The CC&R authorize the BOD to resort to various remedies to restore compliance with the Covenants, including:

- a. Imposing a fine
- b. Curing the violation and charging all costs of the cure to the Owner
- c. Charging the Owner for all legal fees incurred by the ROA
- d. Preventing a contractor, agent, or others from continuing work
- e. Requiring an Owner, at Owner expense, to remove a violation and to restore a unit to its previous condition
- f. Suspend an Owner's voting rights
- g. Suspend an Owner or any other person's right to use any recreational facilities
- h. Suspend any services the ROA provides to a unit
- i. Impose a specific assessment
- j. Filing a lien against the property
- k. Bringing a lawsuit to get a court order for requiring compliance, as well as a judgment for all damages, attorney's fees and costs incurred
- l. Requiring a renting owner to hire or change professional management

4.B. Enforcement Philosophy. It is the intention of this policy that Northwest Landing Homeowners and tenants adhere to voluntary compliance with the Northwest Landing CC&R in order to maintain aesthetically pleasing, healthy, and safe neighborhoods. The goal is compliance with the CC&R, not to impose fines. Persistent violations, those that result in negligence or abuse, or those, which present a nuisance or threat to the health and safety of the neighborhood and/or its residents, trigger the implementation of this policy.

4.C. Compliance Procedure

4.C.1. Responsibility. Voluntary compliance by homeowners and tenants is the primary means for preserving and advancing the Community-Wide Standards. Northwest Landing has achieved its existing neighborhood character largely because individual Owners take their responsibilities seriously. The BOD believes the actions of responsible Owners will continue to minimize the need for the Board to take action to enforce compliance with the Covenants. Failure to comply with Covenant requirements may require BOD action to ensure that Owners comply. The BOD's policy is to restore an Owner's compliance with the Covenants through a process that is fair, efficient and effective. This Policy is a general approach, not meant to impair the ROA's ability to restore compliance with the Covenants. The BOD retains whatever authority it otherwise has to employ any available means or remedy in pursuit of this purpose.

4.C.2. ROA Action. The ROA may include in the Compliance Request or Stop Work Order that, if the Owner fails to take required action by a specified date, the ROA or its agents may enter onto a Unit after that date to restore compliance at the Owner's expense. The cost of restoring compliance may be placed on the Owner's account at the discretion of the ROA.

4.C.3. Monitoring Compliance. The ROA staff typically conducts a drive-through of the neighborhood at least once a week to check for Covenant non-compliance. A written record of

Northwest Landing Residential Owners Association Handbook

any violation observed is created with a date and time stamped photograph which may serve as the basis for a Written Complaint. (See Section 4.B.4).

4.C.4. Identifying a Possible Violation. Possible violations of the Covenants are identified by the BOD, ROA staff, an owner or tenant's written complaint, or by other reasonably reliable means.

4.C.5. Written Complaint. Any person may bring a possible violation to the BOD's attention by written complaint. The complaint must identify the property, describe the violation, and may include a reference to the specific Covenant, rule or regulation being violated. A Compliance Request will be sent to the violator if the ROA determines that:

- a. The condition is a violation,
- b. It is a material violation that justifies correction, and
- c. No Voluntary Compliance Agreement or PIC/NCC modification approval/waiver has been issued

At the ROA's discretion, a courtesy notice may be sent before the first Compliance Request is sent.

4.C.6. Compliance Request. Compliance Requests sent to an owner will contain the following information:

- a. Identify the property's address
- b. Describe the nature of the violation
- c. Identify the specific provision(s) being violated by providing a date and time stamped photo or video of the violation.
- d. Request prompt compliance with the provision(s) (a specific deadline may be provided)
- e. Describe the proposed fine or any other sanction that may be imposed
- f. State that this compliance request serves as a determination that the violation has occurred
- g. State this determination is final
- h. (If the third Compliance Request and a fine or other sanction is issued) State that any proposed sanction shall be imposed unless appealed, in writing, within 10 days of the date of the Compliance Request. State further that if the Compliance Request is appealed, the Owner has the right to a hearing before the Covenants Committee (if any) or the BOD
- i. State that a fine as outlined in Section 4.B.5 above will be imposed for every month of noncompliance starting with the third Compliance Request
- j. If applicable, state that the ROA has authority to enter a lot and restore compliance at Owner expense if compliance does not occur by the given deadline

4.C.7. Stop Work Order. The ROA may issue a Stop Work Order to any person engaged in an unauthorized activity. An unauthorized activity is any activity, which requires the prior written approval of the BOD, PIC or NCC, but has not received prior written approval from the appropriate entity. A Stop Work Order will:

- a. Identify the property's address
- b. Describe the unauthorized activity
- c. Identify the specific prior approval requirement being violated

Northwest Landing Residential Owners Association Handbook

- d. Require the immediate cessation of the unauthorized activity and describe any additional sanctions to be imposed
- e. State that this serves as a determination that a violation has occurred
- f. State that this determination is final unless appealed, in writing, to the appropriate committee within 10 days of the date of the compliance request
- g. State that if the stop work order is appealed, the owner has the right to a hearing before the appropriate committee or the BOD
- h. State that the failure to immediately comply with the terms of the stop work order will cause a **\$350.00** fine to be imposed, and that for each week thereafter in which noncompliance with the stop work order takes place, a separate **\$350.00** fine will be imposed
- i. State that the owner will be responsible for any expenses incurred by the ROA to obtain compliance after receipt of the Stop Work Order, including expenses associated with removing the unapproved improvement

4.C.8. Voluntary Compliance Agreement. The ROA may reach a Voluntary Compliance Agreement with an Owner in which:

- a. The Owner admits the violation exists
- b. The Owner agrees to take specific actions to cure the violation within a specified time frame
- c. The Owner agrees that failure to perform the specified actions within the specified time frame shall result in the ROA imposing a fine or fines

4.C.9. Hearing and Appeal Process. Owners may request a hearing before the Covenants Committee, if any, or the BOD under the following circumstances:

- a. Upon receipt of the third Compliance Request and first fine
- b. Upon receipt of additional fines for repeated, non-continuing violations, or
- c. After receipt of a Stop Work Order

Requests must be submitted in writing to the ROA office within 10 days of receipt of the Compliance Request or Stop Work Order. The Covenants Committee, if any or the BOD will schedule a hearing according to the procedures required in the Bylaws Section 3.23(b). Following the hearing, the ROA will provide its decision in writing within a reasonable time. If the hearing is before the Covenants Committee, an Owner may appeal the decision to the BOD, by sending a written notice of appeal to the BOD President or Secretary (delivered to the ROA office) within 30 days after the hearing date. Decisions of the BOD are final. The ROA office is located at 1495 Wilmington Drive, Suite 110, DuPont WA 98327. Requests for hearings and appeals may be emailed to roa@nwlanding.org.

4.C.10. Protection of Board Members. Ref. CC&Rs Article IV (4.7) Provides that persons exercising authority of the BOD are not liable for action or inaction done in good faith. BOD action under this Policy shall not create any liability of the BOD or the ROA.

4.C.11. Discretion to Waive Fines. A fine or fines may be partially or entirely waived by the ROA upon determination that special circumstances exist to warrant the granting of such a waiver.

Northwest Landing Residential Owners Association Handbook

4.D. Specific Compliance Procedures. If there is a conflict between the general procedures above and the specific procedures below, the specific procedures take precedent.

4.D.1. Fines. Issuance of three Compliance Requests for the same or a continuing violation (except for Holiday lights/decorations and Waste Containers) will result in the following fines:

- A \$150 fine will be imposed with the third notice of a single violation.
- If the violation is not corrected an additional \$250 fine will be imposed on the next notice.
- If the violation is not corrected an additional \$350 fine will be imposed on the next notice.
- Additional fines of \$350 will continue to accrue and will be imposed on every notice issued until the violation is cured.
- Unpaid fines will be posted to the homeowner's ledger and may result in a lien being placed on the unit.

4.D.2. Paying a Fine Does Not Cure a Violation. Paying a fine does not relieve a person from the responsibility to cure a violation.

4.D.3. Non-Owner Occupants. Should a non-owner occupant violate the governing documents, and a fine is imposed, the fine shall be assessed against the Owner with notice to the Occupant.

4.D.4. Towing. The ROA has the authority to tow improperly parked motorized vehicles and non-motorized vehicles, such as but not limited to boats, trailers, etc. found on ROA property pursuant to Section 4.4 of the Declaration and Section 3.23(d) of the Bylaws.

- **Courtesy Reminder:** The ROA will provide one courtesy reminder that a vehicle is improperly parked. That reminder will provide a specific date (and perhaps a time) by which compliance must be achieved.
- **Notice of Tow:** If non-compliance continues, the ROA will send a final Notice of Intent to tow the vehicle, which will state a date and time by which compliance must be achieved or the vehicle may be towed.
- **Location of Vehicle:**
 - **Vehicle Parked on ROA Property:** Notices will be posted on the vehicle.
 - **Vehicle Parked on Lot:** Notices will be mailed to Lot address or the most recent address on file, if different. General compliance procedures and fines in Sections 4.B.5 and 4.B.6 above may be used.
- **Costs:** The Owner or Non-Owner Occupant is responsible for the cost of the tow, and any other costs incurred by the ROA, including reasonable attorneys' fees and costs.
- **Emergencies:** In emergency situations, including in situations in which a vehicle is parked illegally or in a manner that is blocking ingress or egress, the ROA may tow without any prior notice.

4.D.5. Landscaping and Improvements Maintenance. Owners are responsible for properly maintaining their landscaping and improvements. If Owners fail to properly maintain their lots,

Northwest Landing Residential Owners Association Handbook

the ROA has authority pursuant to Sections 4.4 and 13.6 of the Declaration to enter and perform the maintenance at owner expense.

- If a maintenance violation occurs, the ROA will send a notice to the owner with a deadline for restoring compliance. Generally, for standard maintenance tasks such as weeding and lawn mowing, the deadline will be 10 days from the postmark of the notice.
- If the deadline is not met or the owner does not make other arrangements with the ROA, the ROA may enter the property after the deadline and restore compliance.
- Owners have 10 days from the date of the notice postmark (or other deadline as stated in the courtesy notice) to contest responsibility for the cost incurred by the ROA in restoring compliance. A hearing pursuant to Section 4.B.12 must be requested at that time.

4.D.6. Waste Containers. Section 3.C.25 of the Resident Owner's Association Handbook addresses owner responsibilities for storing and using waste containers. Non-compliant residents will receive one courtesy reminder. Subsequent violations will be subject to the following fines:

- 1st violation following the Courtesy Notice - \$25.00
 - 2nd violation following the Courtesy Notice - \$50.00
 - 3rd violation following the Courtesy Notice - \$75.00
- Every subsequent violation is subject to a \$100.00 fine.

4.D.7. Leasing Policy. The ROA Leasing Policy was adopted in 2014 and is included in this Handbook at Section 7.

- **Courtesy Notice.** If a violation of the Leasing Policy occurs, the ROA will provide a courtesy notice with a deadline for compliance.
- **Fines.** If a violation occurs a second time or continues, the ROA may issue either a) \$500.00 one-time fine or b) A daily fine of up to \$50 for a continuing violation.
- **Hearing and Appeal.** A hearing and appeal may be requested pursuant to Section 4.B.12.
- **Attorneys' Fees and Costs.** Along with the fine(s), legal fees and costs may be levied against a Unit Owner, tenant, occupant, guest, or invitee.
- **Professional Management.** The BOD may require as a condition of continuing to lease that a Unit Owner hire or change professional property management.

4.D.8. Unapproved Construction/Modification. (Ref. Policy Resolution #82 dated July 22, 2015). New construction and exterior modifications require approval by the PIC or NCC. The BOD may take enforcement action against unapproved new construction or exterior modifications (See Section 2 of the Handbook).

- **Compliance Deadline.** In the initial Compliance Request, Owners will have between 30-120 days (in the BOD's reasonable discretion) to:
 - Obtain PIC or NCC approval (See Section 2 of Resident Handbook), or
 - Restore compliance.
- **Fines.** If the deadline above is not met, an Owner may be subject to a \$350 fine. For each week thereafter in which noncompliance continues, a separate \$350.00 fine will be imposed.

Northwest Landing Residential Owners Association Handbook

- **Attorneys' Fees and Costs.** Along with the fine(s), legal fees and costs incurred by the ROA in resolving the non-compliance may be levied against a Unit Owner, tenant, occupant, guest, or invitee.

SECTION 5

5.A. Northwest Landing ROA Assessment Payment Policy. (Ref. Policy #58, Assessment Payment Policy, dated October 1, 2015). The Northwest Landing ROA Assessment Payment Policy makes provision for the following payment methods:

5.A.1. Payment Policy. The governing documents for Northwest Landing state that assessments are due in full on the first day of each fiscal year. However, the ROA has established payment options to better serve the Owners. No discounts apply.

- a. Semi-Annual Payments.** If you choose to pay Semi-annually, your payments are due no later than January 10 and July 10 of each calendar year. No discounts apply. Account number must be noted on the payment. Please set a calendar reminder as the ROA will not mail a statement.
- b. Monthly Payments.** Assessments may be paid monthly by check, auto-debit or bill pay. No discounts apply. Account number must be noted on the payment.
- c. Credit Card Payments.** Assessments may be paid online via credit card. Online payments may be made at www.nwlandingroa.org and will include a 3% charge of the total amount paid, this service charge will be added for each credit card transaction. There is also an E-Check option on the website that is free of charge.

5.A.2. Application of Payments. All payments the Association receives may be applied in the following order:

- a. First, to outstanding fines and associated fees, if any
- b. To costs of collection, including attorneys' fees, if any
- c. To interest, if any
- d. To late fees, if any
- e. To base assessments
- f. To any other assessments, if any

5.A.3. Delinquent Payments

- a. Late Charge(s).** The prevailing late charge will be added to any account not paid in full on the tenth (10th) day after each due date. Late charges will be added each month to delinquent accounts.
- b. Administrative Fees.** Our management company charges the Association an administrative fee, which may exceed \$15 per month on delinquent accounts. This amount is in addition to the late charge covering the Association's own internal administrative time and costs. Our bank charges the Association an administrative fee for processing credit card payments.

Northwest Landing Residential Owners Association Handbook

- c. **Associated Fees.** When a homeowner is non-compliant and the Association must hire a contractor to do work, such as mowing a lawn, the actual cost is back charged to the homeowner. If the Association is not reimbursed within 10 days from the date of notification, the charge will be posted to the homeowner's account, which may result in a lien being placed on the property.
- d. **Fines.** When homeowners have been fined due to rule violations, the charge is posted to the homeowner's account. If the fine is left unpaid within 10 days from date of notification, a lien may be placed on the property.
- e. **Acceleration.** Some or all of the entire remaining balance of the base assessment may be declared immediately due and payable in full on any account with is more than sixty (60) days delinquent.
- f. **Attorneys' Fees and Costs.** A homeowner will be required to pay all attorneys' fees and costs the Association incurs in pursuing collection of a delinquent assessment, as provided for in the CC&Rs. These fees and costs may relate to the attorneys' review of the account, to letters the attorney writes, to phone calls the attorney makes, to research the attorney performs, to analysis the attorney performs, to liens and complaints the attorney prepares, to fillings, service of process, and foreclosure report costs the attorney incurs, to legal advice the attorney gives the BOD.

SECTION 6

6.A. Northwest Landing Residential Fence Guidelines. One of the design objectives at Northwest Landing is to establish continuity in character while still providing variety within our community. Though not required on all lots, fences are important character elements. Each fence should complement overall architecture. The ROA policy does not supersede or counteract the City's Ordinance. The ROA does not compete with the City's Ordinance for easement restrictions or vision clearance requirements City streets. The ROA recommends homeowners contact the City of DuPont for building code and permit requirements (DMC 25.20.040(6)).

6.A.1. Fence Approval. All fences shall be reviewed by the PIC for scheme/design before installation on any lot, even if they comply with these guidelines. To submit your plan for review, follow the directions on the Property Improvement Request (PIC) Form. This form can be completed on our website www.nwlandingroa.org by selecting Documents > Property Improvement forms > Fences > gates and stains form. A hard copy of the form is also available from the office. The completed form can be delivered or mailed to: NWL ROA, 1495 Wilmington Drive, Suite 110, DuPont, WA 98327, or email to roa@nwlanding.org. Contact the office at 253-964-1289 for any questions or further information.

6.A.2. Fence Height. Fences shall not exceed six feet (6') in height from the ground. A living fence located inside the property, that borders a fence, such as but not limited to an Arborvitae, shall not exceed eight feet (8') in height.

6.A.3. Fence Appearance. Whenever a fence, by the nature of its construction and materials has a "good side", it is preferred that the good side faces outward from the property toward the

Northwest Landing Residential Owners Association Handbook

adjacent street. Residents are encouraged to consider their neighbor's existing fence style and material when selecting a fence for their yard. The PIC may approve varying fence styles for use in one yard. Options may be submitted for review of caps on posts, different style gates, and arbors or trellises over gates. Any metal frame used for rolling gates must be covered with matching fence material, so the metal does not show. Metal posts may not be substituted for wood posts throughout the fence design.

6.A.4. Installation Review. When your approved fence has been constructed, a review will be done. Deviations from the approved plans may require correction at the owner's expense.

6.A.5. Gates. Recommend gates be thirty-six inches (36") in width, but not-to-exceed forty-two inches (42") in width and the same height as the surrounding fence.

6.B. Materials

6.B.1. Cedar. This is the typical wood used for fencing at Northwest Landing.

6.B.2. Chain Link/Wire. Metal or vinyl coated Chain Link/Wire is prohibited for general use as a fencing material. Chain link fences may be approved for installation along the back-property line only at residences which are adjacent to a greenbelt, protected area or open space, and not visible from the street. Green and black are the standard colors allowed for these approved fences. Chain link fences must be approved by the PIC for site layout, location, and design prior to installation on any lot.

6.B.3. Living Fence. Defined as three or more trees, such as, but not limited to Arborvitae, planted together is considered a living fence. Planting a living fence is prohibited beyond the front plane of the house. A living fence located inside the property, that borders a fence, such as but not limited to an Arborvitae, shall not exceed eight feet (8') in height and must be trimmed regularly to maintain the height limit. The PIC shall approve living fences prior to installation. To request a living fence, indicate the type and size of plants to be used, and the location of the living fence on the Property Improvement Request form.

6.B.4. Ornamental Fencing. Ornamental fences are not allowed for general use as fencing material.

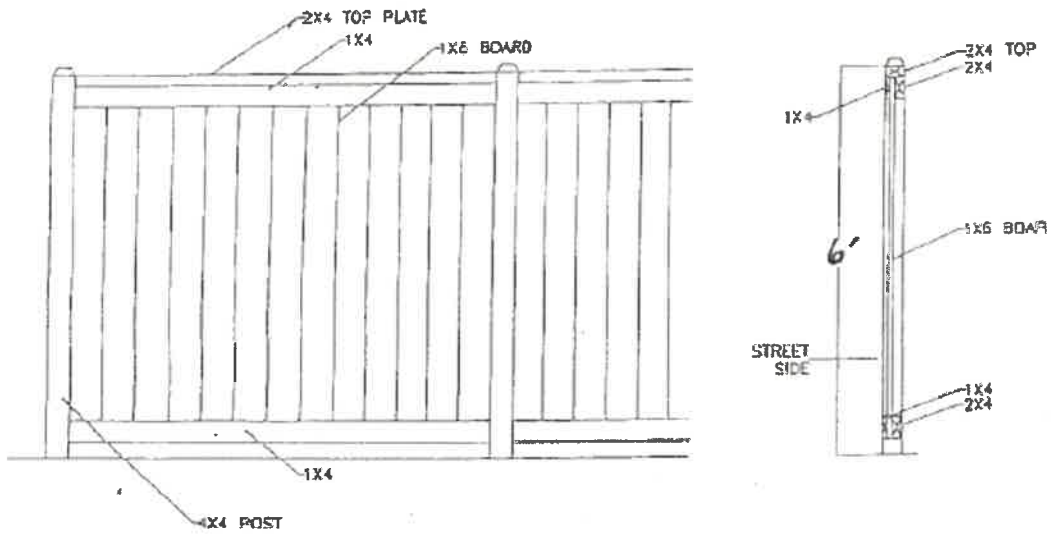
6.B.5. Vinyl. White is the standard color used for vinyl fencing at Northwest Landing. Under certain circumstances, a tan or grey vinyl fence may be allowed for installation. Tan and grey must be specifically requested with the submission of the fence plan to the PIC. The PIC has the sole responsibility for determining compatibility.

6.B.6 Fence Finish and Condition. Painting a fence is prohibited. Fence must be one uniform color along all exterior sides. Variation in style and color is not permitted. Defacing or disfiguring fence boards, gates, or fence posts is not permitted. Broken fence boards and posts shall be replaced. Missing or broken fence post caps shall be replaced with new caps. A weathered (no stain) fence does not require repaired or replacement boards to match the weathered appearance. Stained fences – repaired or replacement boards – shall be stained to match and blend with overall existing fence.

Northwest Landing Residential Owners Association Handbook

6.C. Cedar Fence Schemes (Designs)

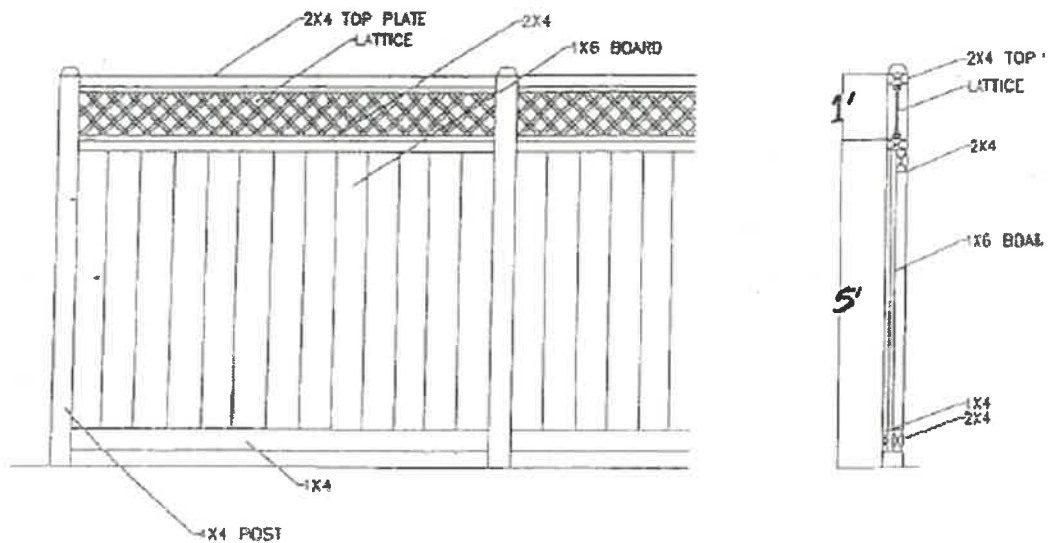
6.C.1. Scheme A-Cedar, Closed Board Standard with Post Caps



SCHEME A - CEDAR, CLOSED BOARD STANDARD WITH POST CAPS

Northwest Landing Residential Owners Association Handbook

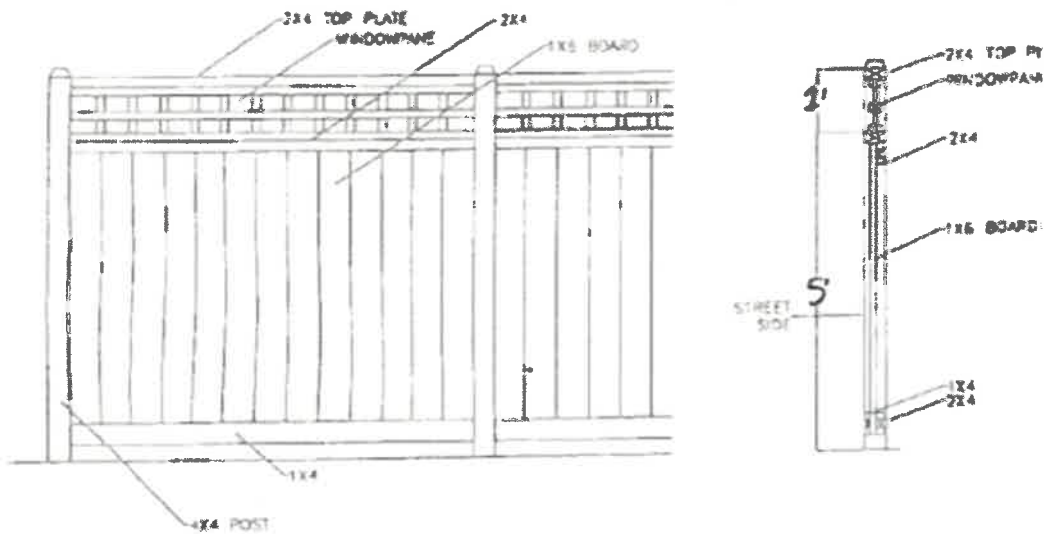
6.C.2. Scheme B – Cedar, 5 Foot Closed Board with 1 Foot Top Framed Lattice Panel and Post Caps



SCHEME B – CEDAR, 5 FOOT CLOSED BOARD WITH 1 FOOT TOP FRAMED LATTICE PANEL AND POST CAPS

Northwest Landing Residential Owners Association Handbook

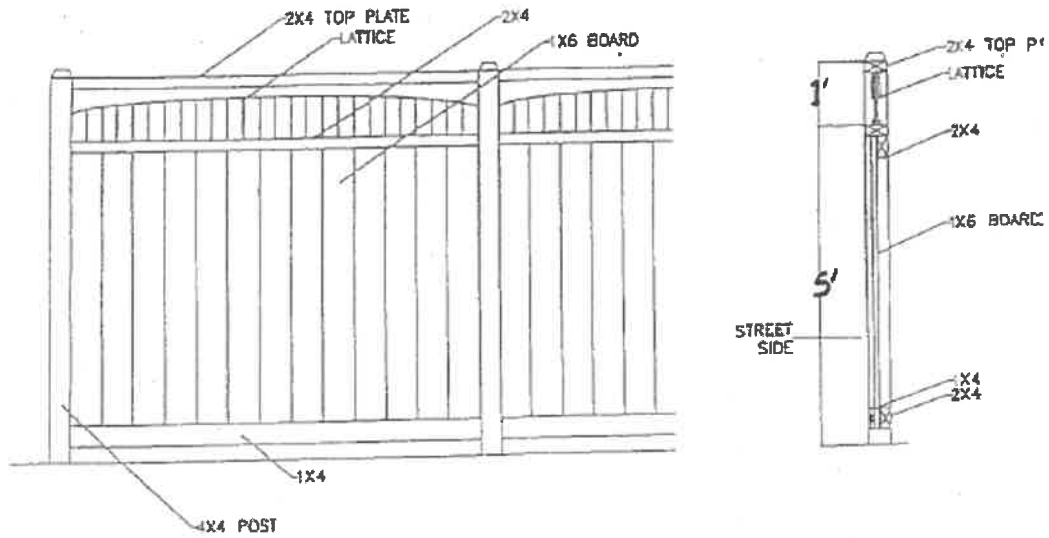
6.C.3. Scheme C – Cedar, 5 Foot Closed Board with 1 Foot Top Framed Windowpane Panel and Post Caps



SCHEME C - CEDAR, 5 FOOT CLOSED BOARD WITH 1 FOOT FRAMED WINDOWPANE PANEL

Northwest Landing Residential Owners Association Handbook

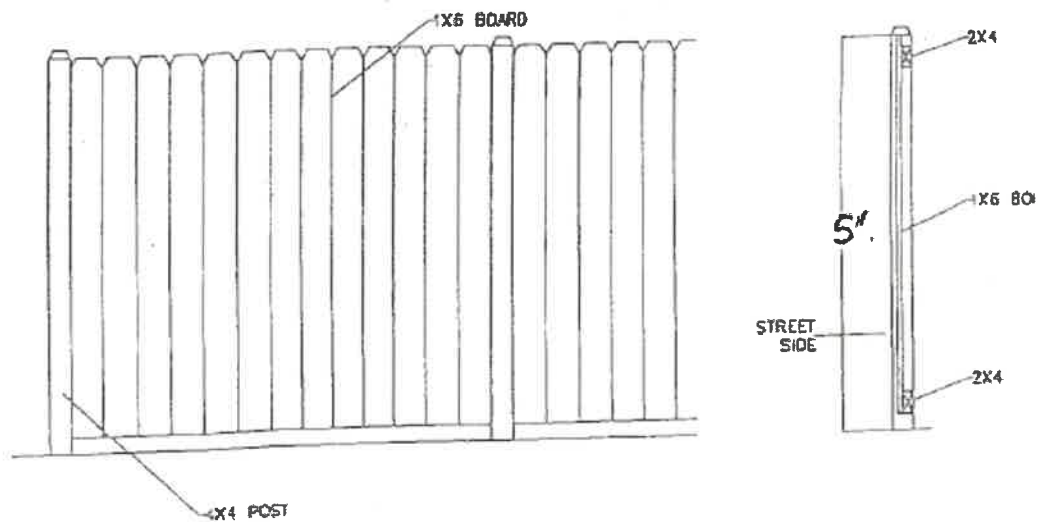
6.C.4. Scheme D – Cedar, 5 Foot Closed Board with 1 Foot Framed Arched Rail Lattice and Post Caps



SCHEME D - CEDAR, 5 FOOT CLOSED BOARD WITH 1 FOOT FRAMED ARCHED RAIL LATTICE AND POST CAPS

Northwest Landing Residential Owners Association Handbook

3.C.5. Scheme E – Cedar, Closed Board Dog-Eared, No Border or Spacing

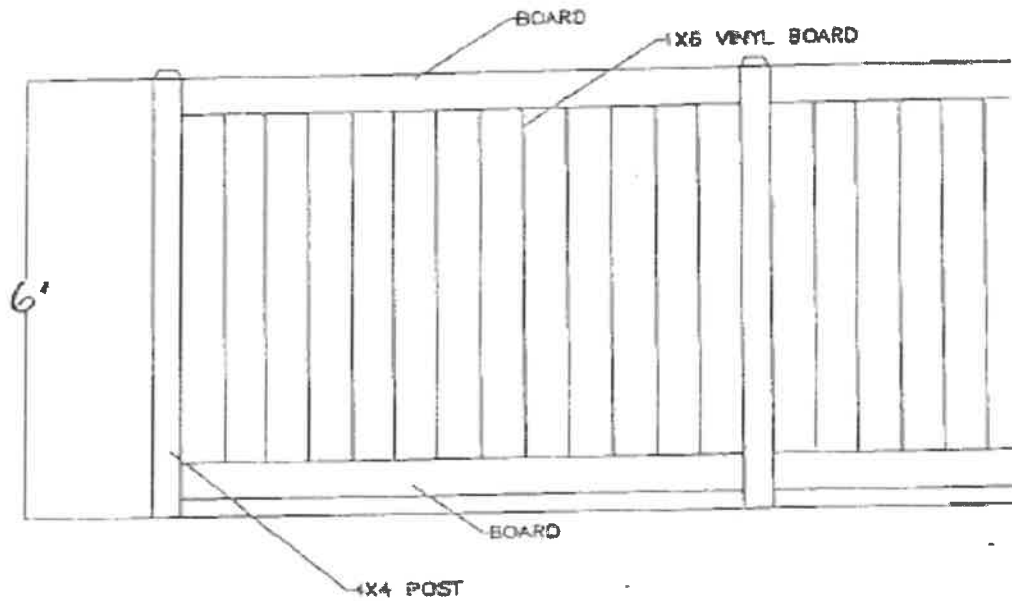


SCHEME E – CEDAR, CLOSED BOARD DOG-EARED, NO BORDER OR SPACING

Northwest Landing Residential Owners Association Handbook

6.D. Vinyl Fence Schemes.

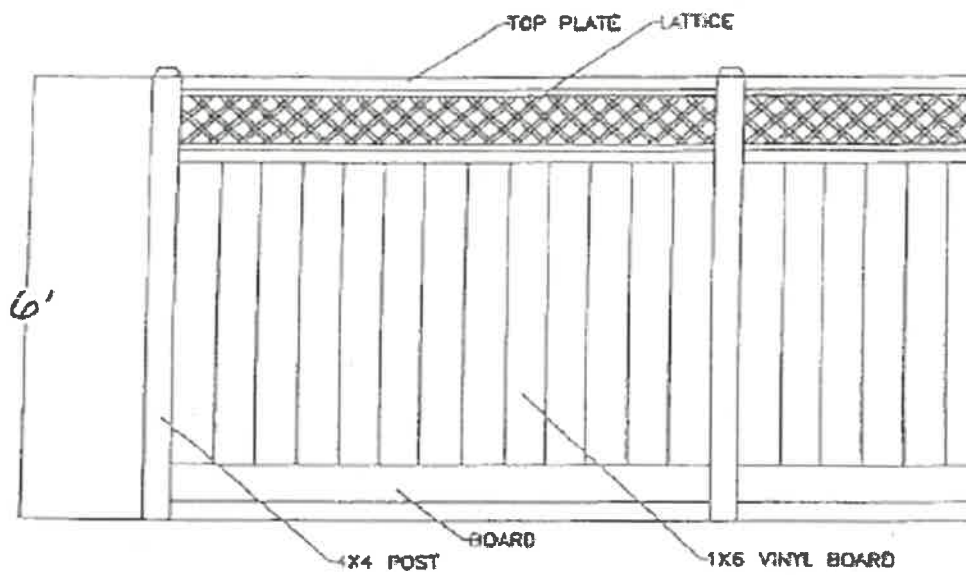
6.D.1. Scheme F – Vinyl Closed Board with Straight Top



SCHEME F – VINYL, CLOSED BOARD WITH STRAIGHT TOP

Northwest Landing Residential Owners Association Handbook

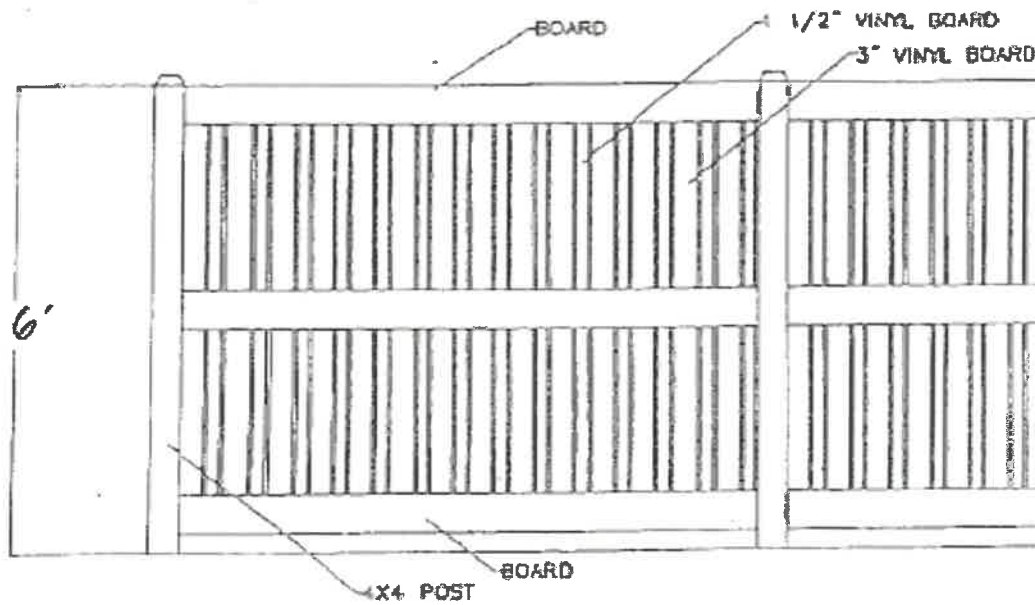
6.D.2. Scheme G- Vinyl 5 Foot Closed Board with 1 Foot Top Framed Lattice Panel



SCHEME G – VINYL, CLOSED BOARD WITH 1 FOOT TOP FRAMED LATTICE PANEL

Northwest Landing Residential Owners Association Handbook

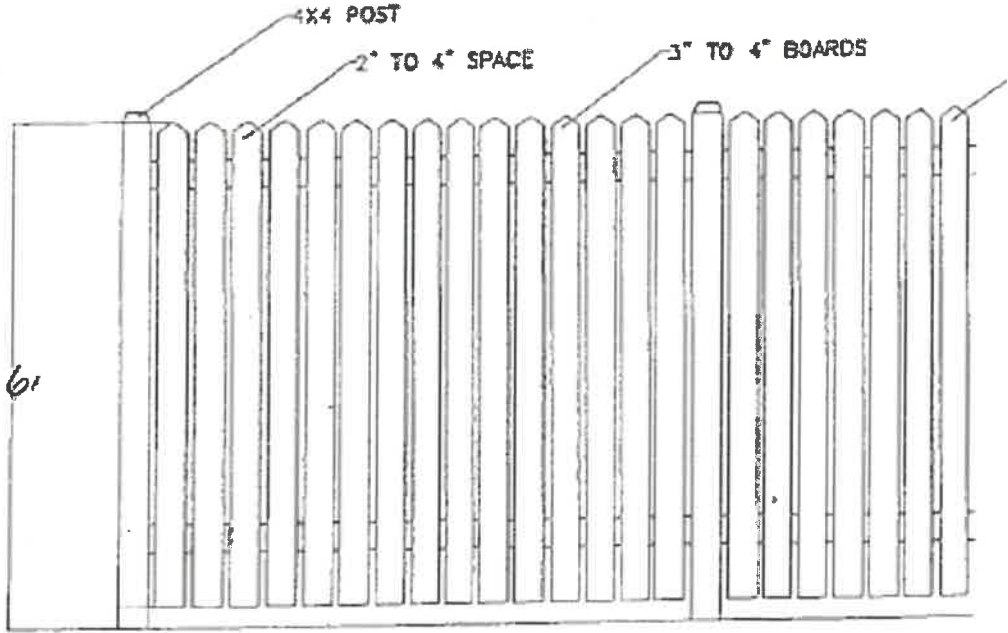
6.D.3. Scheme H- Vinyl Centex Cottage Style with Small and Larger Vertical Boards



SCHEME H – VINYL, CENTEX COTTAGE STYLE WITH SMALL AND LARGER VERTICAL BOARDS

Northwest Landing Residential Owners Association Handbook

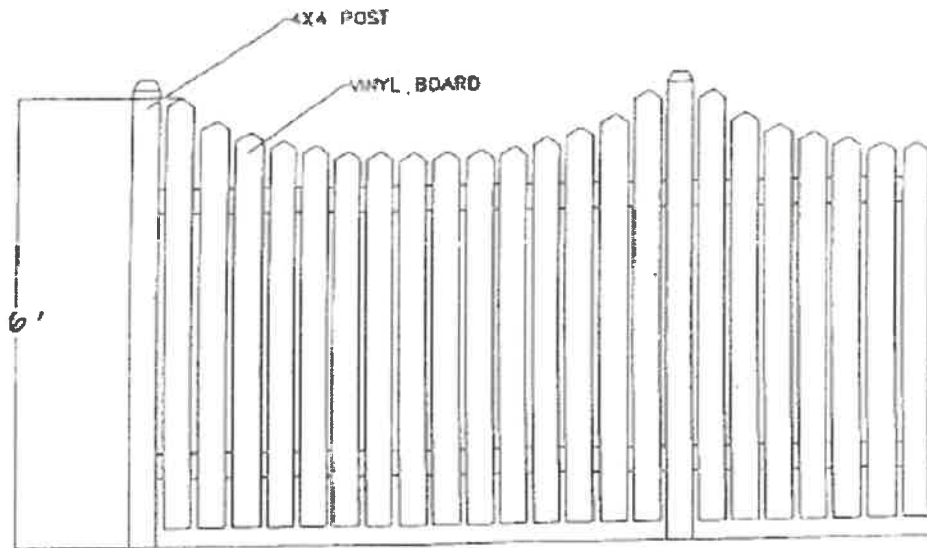
6.D.4. Scheme I- Vinyl Picket



SCHEME I – VINYL, PICKET

Northwest Landing Residential Owners Association Handbook

6.D.5 Scheme J-Vinyl Picket with Scallop Top



SCHEME J – VINYL, PICKET WITH SCALLOP TOP

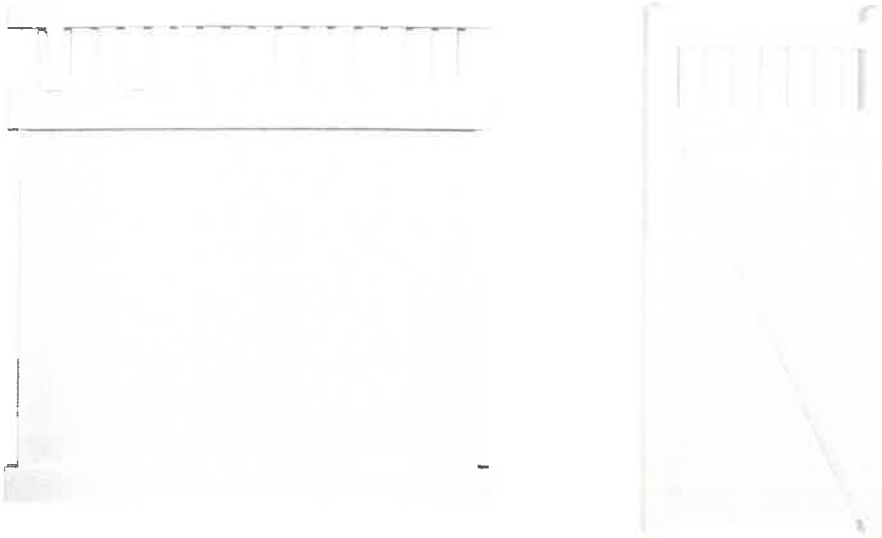
Northwest Landing Residential Owners Association Handbook

6.D.6 Scheme K – Vinyl 5 ft. closed board with 1 ft. top framed-baluster panel

Caps: Gothic or External Style

6' high

36" to 42"



6.E. Acceptable Fences Locations

6.E.1. Alley Fences. Fences set on an alley must be at least two feet (2') back from the alley pavement with plantings between the fence and the alley. This setback is a utility easement. See section 3.D.1. Alley Plantings for further information.

6.E.2. Backyard Fences. Fences are allowed on rear property lines including those that back to another property line. Fences set along an alley require a two-foot (2') setback from the alleys.

6.E.3. Corner Yard Fences. Fences are allowed parallel with the side of a street, up to the front wall plane of the house and out to the side property line. No fence, wall, hedge or shrub may be placed or permitted to remain where it would hamper traffic visibility. Corner yard fences must meet City of DuPont Vision Clearance requirements (DMC 25.110).

6.E.4. Front Yards. City of DuPont's Zoning Ordinances do not allow fences in or around front yards. This includes hedges. All City of DuPont setbacks must be met including twenty feet (20') from a sidewalk.

6.E.5. Side Yard Fences. Fences are allowed on property or easement lines, up to the front wall plane of the house and extending to the side property line. The front wall plane is for the main structure and does not include the porch.

6.E.6. Setbacks on Corner Lots. The standard five-foot (5') minimum setback from sidewalks on corner lots, which are defined as lots with street frontage on two sides. The setback required may be more than five-feet (5') if a utility easement exists in that location. This standard has existed for all divisions since Yehle Park Village Division 3. The standard setback of five-feet (5') shall be observed to 1) maintain an open, pedestrian oriented focus, 2) provide consistency in setbacks required for each division, and 3) provide adequate line of sight visibility around corners.

Northwest Landing Residential Owners Association Handbook

6.F. Fence Maintenance Standards

6.F.1. Fence Condition and Repair. Fences must be kept at the Community Standard and in good condition. Good condition includes, but is not limited to, replacing missing or broken boards, posts, or rails. Moss and mildew must be removed.

6.F.2. Living Fence. Special maintenance standards apply to living fences. Owners must perform regular maintenance to keep living fences neat and orderly looking. Living fences must be kept trimmed to eight feet (8'), the maximum height allowed. If any plant in the living fence dies it must be replaced.

6.F.3. Vinyl Fence. This material normally does not require any finishing. However, dirt and algae will accumulate in this climate. Warm, soapy water, or a small amount of bleach added to the water is enough to clean a vinyl fence.

6.F.4. Cedar Fence. A natural weathered grey or “silvering” of the cedar is the preferred finish for Northwest Landing wood fences. Cedar fences may be stained, treated, or left natural.

6.F.5. Natural and Untreated Fencing. Cedar is an inherently durable material. Left untreated, it will maintain its integrity for many years while maturing to an attractive grey color. Regular pressure washing will keep your fence clean and looking attractive without changing the fence color.

6.F.6. Stained and Treated Fencing. Painting a fence is prohibited. Staining your fence with a transparent or translucent (semi-transparent) stain is allowed. Combining more than one stain color together to create a variation or different color is not allowed. The application of several coats to achieve a darker tone or deeper color is also not allowed. Dark stain is not permitted. Please indicate on your fence request which choice of stain you wish to use. Clear sealants and protectors are allowed. Approved stains:

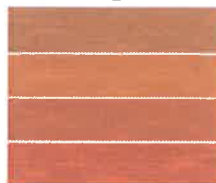
- Sherwin Williams - Woodscapes, Semi-Transparent Stain - dark stain is not permitted

Woodbridge SW 3504

Spice Chest SW 3513

Covered Bridge SW 3508

Cider Mill SW 3512



- Behr - Fence, Semi-Transparent Stain – dark stain is not permitted

Cedar Natural Tone DP 533

Royal Hayden DP 537



SECTION 7

7. Leasing Policy

7.A. Uses. Residential Units shall be used only for residential purposes. No lease of a Unit may be for less than the entire Residential Unit. Operation is prohibited of a timesharing, fraction-

Northwest Landing Residential Owners Association Handbook

sharing, or similar program whereby the right to exclusive use of a Unit rotates among participants in the program on a fixed or floating time schedule over a period of years.

7.B. Reasonable Care. A Unit Owner shall exercise ordinary and reasonable care in the leasing of a Unit to reduce the risk that such leasing will unreasonably impact the ROA or the use and enjoyment of the property by other residents. The BOD may by separate rule identify non-mandatory steps a Unit Owner can consider taking in the exercise of such ordinary and reasonable care. The non-mandatory nature of any step identified in any such rule is not intended to, and does not, excuse a Unit Owner from any independent legal obligation a Unit Owner may have to refrain from unlawfully discriminating against an applicant.

7.C. Professional Management. The use of a professional to manage a leased Unit is strongly encouraged; under some circumstances, the ROA may require that a Unit Owner hire a professional to manage a leased Unit.

7.D. Contact Information. A Unit Owner shall provide the ROA current contact information, including current contact information for the Unit Owner's professional manager. Changes to contact information must be in writing and must be delivered to the ROA within 10 days of a change.

7.E. Self-Management. A Unit Owner may manage the business of his or her own unit rental (self-management) except as otherwise stated under Section 7.N below. Self-management does not excuse a Unit Owner from providing the ROA current contact information or otherwise complying with the governing documents including this policy.

7.F. Local Contact. Any Unit Owner who does not reside within 60 miles of the Owner's Unit shall provide the ROA a local contact for purposes of receiving notice from the Association about Association business where notifying a local contact is reasonable.

- a. "Local" means within 60 miles of the Owner's Unit.
- b. Such Association business may include, but is not limited to, preventing imminent danger to life or serious damage to property, violation of the covenants or rules requiring immediate attention including improperly parked vehicles, non-compliant landscaping, and behavior unreasonably interfering with another resident's quiet use and enjoyment of Northwest Landing.
- c. If the Unit Owner has provided the ROA contact information for Local professional management, the ROA may presume that Local professional management will receive such notices.
- d. If the Unit Owner has not provided the ROA local contact information, the ROA may presume that any adult occupant of a Unit will accept notice on the Owner's behalf.

7.G. Lease Terms. A Residential Lease:

- a. shall be written
- b. shall provide that any tenant, occupants, guests, or invitees of the leased Unit shall be bound by the governing documents

Northwest Landing Residential Owners Association Handbook

- c. shall provide that the tenant's failure to comply with the governing documents shall be a default under the lease and may subject the lessee and occupants to liability, sanctions for any violations or losses, and eviction
- d. shall provide a written acknowledgment, signed by the tenant, acknowledging receipt of the governing documents and acknowledging that the tenant, occupants, guests, or invitees must comply with the same
- e. shall include contact information for the Unit Owner or the Unit Owner's professional agent
- f. shall require that the tenant timely forward all mail addressed to the Unit Owner to the Unit Owner

7.H. Implied Terms. A Residential lease that lacks anything required by the governing documents or this policy shall nonetheless be deemed to contain what is lacking. A lease may but is not required to include the form provided in Section 7.P.

7.I. Lease Copy. A Unit Owner shall upon demand provide the ROA a copy of any lease covering some or all of the Unit and the names and contact information of any occupants.

7.J. Tenant Maintenance. A lease may specifically require the tenant maintain a Unit including structures, landscaping, parking, and other improvements. Such a provision does not otherwise excuse the Unit Owner of the Unit Owner's maintenance duties.

7.K. Owner Liability. A Unit Owner remains responsible for all violations and losses caused by his tenant, occupants, guests, or invitees.

7.L. Tenant Liability. Tenant, occupants, guests, or invitees are fully liable for any violations of the governing documents and may be sanctioned for violations and losses.

7.M. Rental Fee. The ROA may assess a Unit Owner upon the lease of that Owner's Unit a fee reasonably based on the cost to the ROA of updating and maintaining contact and lease information, which fee may not exceed 25% of the annual Base Assessment in effect at the time a lease commences.

7.N. Violations. Any violation of this policy may result in a one-time fine of up to \$500, a daily fine of up to \$50 for a continuing violation, suit for damages and injunctive relief, and an assessment of legal fees and costs against a Unit Owner, a tenant, an occupant, a guest, or an invitee. Where a Unit Owner has demonstrated an unwillingness or inability to properly manage a rental or to correct violations, the BOD may require as a condition for continuing to lease that a Unit Owner employ or change professional property management.

7.O. Business Judgment. In the exercise of its business judgment the ROA may choose not to enforce all or part of this Lease Policy including under circumstances where a sub-association or neighborhood association with concurrent jurisdiction has taken reasonable steps to ensure compliance with the covenants and the rules by a Unit Owner, his tenant, occupants, guests, or invitees.

7.P. Leasing Addendum. Property owner and Tenant hereby agree as follows:

Northwest Landing Residential Owners Association Handbook

7.P.1. Compliance with Governing Documents. Tenant's right to use and occupy the Unit described in the Lease ("Premises") shall be subject and subordinate in all respects to the provisions of the Declaration and By-Laws and to such other rules and regulations (governing documents) of NORTHWEST LANDING RESIDENTIAL OWNERS ASSOCIATION ("Association") as the Board of Directors of the Association may from time to time issue. Failure to comply with the governing documents shall constitute a material breach of the Lease. Notwithstanding the Lease, Landlord retains all membership rights and obligations in the Association, including without limitation, the right to vote and the obligation to pay assessments.

7.P.2. Uses. The Premises will be used solely for residential use and for no other purpose. Tenant will not use or allow the premises to be used for any disorderly or unlawful purposes or in any manner offensive to others, and Tenant will comply with all applicable laws and ordinances.

7.P.3. Association's Right to Evict. Landlord and Tenant, by their execution hereof, expressly acknowledge that, in the event of any default by Tenant under the terms of the Lease, the Board of Directors of the Association has the power to terminate the Lease or bring summary proceedings to evict Tenant in the name of Landlord after 15 days' written notice to the Landlord, at the expense of the Landlord, including the expense of reasonable attorney's fees and costs.

7.P.4. Receipt of Governing Documents and Rules and Regulations. Tenant, by execution of this Addendum, expressly acknowledges receipt from the Landlord of a copy of the governing documents including the resident handbook, rules, regulations, and policies and Landlord and Tenant hereby agree to abide by said documents and any future amendments or modifications and this Addendum.

LANDLORD

TENANT

Sign here:

ADDRESS:

Sign here:

ADDRESS:

8. PROPERTY IMPROVEMENT REQUEST FORMS

Property Improvement Request Forms are available through the Member Portal: <https://nwlandingroa.org/member-logins-payments/> Then select DOCUMENTS, then PROPERTY IMPROVEMENT FORMS. If you need help, call us at 253-964-1289.