

PART FOUR

GUIDELINES THAT GOVERN E.P.H.A.

Guidelines for Amending the CC&Rs

1. Members of the Association submit a written petition to the Board for a Special Election of the EPHA membership to be called for the purpose of amending the CC&R's, as provided for in the Association Bylaws, as amended.
2. Said petition shall contain specific reference to the Article and Section number(s) to be amended, and shall include the language of the section to be amended, and the specific language of the proposed amendment.
3. The Board is advised to submit the proposed new amendment(s) to the Association attorney for review to determine legal status of the proposed amendment and probable effect of the Association members.
4. After legal review, the Board may act upon the request of the petitioners by setting a date, time and place for a Special Election for the purpose of a general membership vote upon the amendment proposal.
5. Members may vote on the amendments either in person at the Special Election, or by authorizing another member to cast their vote "by proxy," said proxy to make the form of WRITTEN NOTICE to the E.P.H.A Board, signed by the grantor, referring fully and specifically to the proposed amendment to be voted upon, including language, Article, and Section. Lot owner can also vote their own proxy.
6. Only OWNERS OF RECORD of properties within Elliot Pointe Plat may attend and cast votes at said Special Meeting, with a single vote eligible to be cast for each residential lot owned. All votes will be validated by reference to the current records Snohomish County pertaining to ownership of residential lots in Elliot Pointe. (See **Article IV, Sec. 2**; and **Article IX, Sec. 1. Paragraphs (a) and (b)** of the CC&R's.)
7. I quote from said **Article IX, Section 1**, as follows: "This Declaration may be amended at any time by and instrument approved by sixty-seven (67%) percent of the votes entitled to be cast." (NOTE: If an owner does not cast a vote, his/her failure to vote has the effect of a vote against the proposed amendment.) The result of said vote shall be recorded by the Board with the appropriate governmental offices (see **Paragraph (b) of said Article IX, Section 1.**)

E.P.H.A. Special Election Proxy Vote

DATE OF SPECIAL ELECTION: _____

Lot Number	Street Address of Elliot Pointe residence

Name(s) of Owner(s) of Record

Telephone Number	Mobile or Alternate Number

Email Address

Mailing Address

Address Line 1	Address Line 2
City, State	Zip code, Country

To: Elliot Point Homeowners' Association.

The undersigned Owner(s) of said Lot Number _____ in Elliot Pointe Plat, Mukilteo, Washington. I, do hereby authorize _____, to cast my vote, by virtue of this Proxy, in the Elliot Pointe Homeowners' Association **Special Election**, held on _____ (date) the following motion to amend the official, recorded Covenants, Conditions, and Restrictions of said Association:

Current CC&R language: (identify Article and Section)

This **Proxy Vote** is hereby authorized by the following Owner(s) of Record of Lot_____, Plat of Elliot Pointe, Mukilteo.

Owner of Record, Lot_____, Plat of Elliot Pointe	Date Signed
Owner of Record, Lot_____, Plat of Elliot Pointe	Date Signed

Guidelines for Covenant Enforcement

The below guidelines for enforcement were amended and adopted by Board of Directors, as written, on September 30, 2016 and formally written by current Association lawyer.

Violations of the CC&Rs, the Bylaws, the Guidelines, or any rules and regulations (the "Governing Documents"), or any provisions by statute, may result in the Board enforcing the Governing Documents. Enforcement of the Governing Documents, at the sole discretion of the Board, shall proceed as follows:

1. A complaint must be filed by a Member of the Association, using the electronic complaint form on the E.P.H.A. website or via email to the A.C.C., or through a mailed letter.
2. The Board shall investigate the complaint and verify that a violation of the Governing Documents has occurred, at its sole discretion. Verification requires dated photographs or an affidavit of the violation.
3. After a written finding of the violation by the Board, the Board shall send a notice
 - (a) stating the facts of the violation,
 - (b) stating the section of which of the Governing Documents was violated, and
 - (c) requiring the Member to remedy the violation within 30 days or contact the Board within 15 days if a longer timeline is needed. The notice shall also state that a fine be issued the following month if the Member does not comply.
4. In the following month, Month 2, if a Member fails to comply, the Board may issue a fine along with the same information in the first notice.
5. In Month 3, the same notice goes out as the notice in Month 2, except the Board has discretion to issue a larger fine pursuant to a Fine Schedule.
6. In Month 4, the same letter can go out as was sent in month 3, except the fine may be larger, and the Board shall inform the Member that if they fail to remedy and pay the fine within that month, that, without any further notice, legal action will be started and be recorded against their property. At the sole discretion of the Board, any of the above action may be taken to the Attorney of the Association. In addition, the prevailing party is entitled to attorneys' fees (depending on the violation and the depth of the disagreement, attorneys' fees can reach into the tens of thousands of dollars).

E.P.H.A. Fines and Fine Schedule

Formally amended and adopted on September 30, 2016

Violation of covenants will result in a notification letter explaining the violation. Homeowner will have 30 days to respond and correct violation. If no action or response is received within 30 days, the homeowner will receive a second letter with the accrued fine violation. Fines will accrue at the same rate each month until paid and until the violation is corrected or unless the Board of Directors seeks legal action. Any homeowner accruing fines **in excess of \$1,000** will result in legal action against the homeowner.

Yard Maintenance Neglect, blocking water views, sidewalk	\$50 (Part 2, Article VII, Section 10, 12,14)
Storage of vehicle (boat, RV, trailer, or inoperable auto)	\$100 (Part 2, Article XII, Section 2)
Other	\$100
Non-compliant, non-approved roof	\$10,000 (Part 2, Article VI, Section 4)
Late Dues Dues are due on April 30 of each year. Due notices are mailed out in January of each year.	\$25 all fines will accrue at the same rate per month until action is taken. (Part 2, Article IV, Section 6)
Filing Fee	TBD
Lawyer's Fee (per hour)	TBD
Property Management Fee (per hour)	TBD

These fines are for the first violation. At the sole discretion of the Board, succeeding violations may be increased by up to the amount of the initial fine, and compounded, for up to three (3) months, at which point the fine will reach a maximum and be repeated for every month until the violation is remedied or a court order is entered.

For instance: A fine under the “Neglect of Yard Maintenance” category would be \$50 in Month 2 under the Guidelines of Enforcement, \$100 in Month 3, and \$150 in Month 4. A monthly fine of \$150 would accrue each month thereafter until the violation is remedied or a court order is entered.

A fine that falls under the “Other” category would be \$100 in Month 2 under the Guidelines of Enforcement, \$200 in Month 3, and \$300 in Month 4. A monthly fine of \$300 would accrue each month thereafter until the violation is remedied or a court order is entered.

A “Non-Compliant, Non-Approved Roof” is a one-time fee that **does not increase, nor does it repeat** for each month of non-violation—it is a single \$10,000 fine.

Enforcement Action by A.C.C. of Board of Directors

1. Complaint is filed and recorded by number by A.C.C.
 2. A.C.C. or Chairperson, with the assistance of the Board, responds to complaint within 30 days.
 3. A.C.C. or Chairperson, with the assistance of the Board, investigates the complaint and verifies a violation of the CC&R's has occurred. Verification will be backed up in-person or by dated photographs of the violation.
 4. Written notice of violation is mailed to the violator in one or more forms:
 - (a). Email notification
 - (b). First class mail
 - (c). Certified mail, return receipt requested
 5. Party initiating the complaint is also notified by email or a copy of the letter to the violator of the A.C.C.'s actions. At this point, it is up to the complaining party to pursue enforcement in civil court, if the Board deems the issue to be local rather than general throughout the plat.
 6. Legal action may be served, filed by the Association, asking the court to enforce compliance with the CC&R's and asking that all cost be paid by the defendant.
 7. A.C.C. or Board of Directors will respond to initiated complaint within 30 days, asking for clarification or photographs, if needed. Confidentiality will be observed.
 8. If the complaint is determined to be valid, the violator and complainee will be contacted by the A.C.C. or Board. The violator must respond within 30 days by becoming compliant or defining a plan for achieving compliance.
 9. The violator will be notified by the A.C.C. or Board that their plan is either acceptable or not acceptable.
 - (a). If the plan is acceptable, the A.C.C. or Board will follow up to verify completion and compliance.
 - (b). Should the plan be found to be unacceptable, the Board will provide the rationale for their decision.
 - (c). If, under any circumstances, the violator fails to respond to the covenant violation in an acceptable manner, legal action, as outlined in "Guidelines for Enforcement" will be pursued.
 10. Complaints are considered closed only when the covenant violation has been corrected to the satisfaction of the Board and both the complainant and violator have been notified.
 11. All complaints will be tracked to closure and documented in Board meeting minutes. Copies of all oral written communication will be archived within the E.P.H.A. files.
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Guidelines for Roofs, Exterior Paint, and other Exterior Projects

Roofs

Submit a written request to the A.C.C. with the estimate from the roofing or contractor that *includes the materials to be used and the color selected*. The A.C.C. will consider the request and respond within 30 days of receiving the request.

The A.C.C. will contact the homeowner to view a sample of the roofing material stated on the contractor estimate. Not providing a sample may delay the process. Not installing the sample shown will result in a \$10,000 fine.

If approval is given, a letter of approval which will be specific as to brand, style and color will be sent to the homeowner. Until written confirmation has been received from the A.C.C. **NO PROJECT CAN COMMENCE**. The specific product identified on the contractor's estimate must be used. **NO SUBSTITUTION** is allowed. If a product other than what has been approved is installed, the homeowner will be required to reroof their house with the product that was approved or pay a \$10,000 fine.

When the project is commenced, the A.C.C. will view what is being installed to verify that it matches what was approved.

Approved Roof Materials: **(STILL REQUIRES WRITTEN APPROVAL FROM THE A.C.C.)**

- Presidential shake TL (or any shingle that weighs at least 360 lbs/square)
- PABCO Paramount Advantage (or any shingle that weighs at least 360 lbs/square)
- PABCO Paramount (or any shingle that weighs at least 360 lbs/square)
- PABCO Premier Advantage (or any shingle that weighs at least 360 lbs/square)
- Landmark TL (or any shingle that weighs at least 360 lbs/square)
- Cedar Shake
- Euroshake
- Tile

Exterior Paint and other Visible Projects

Submit a written request to the A.C.C. with project work details, start and end dates of project, sample materials, and/or pictures from the contractor. For example:

- drawings of a new deck
- pictures and sample material for a new driveway
- color sample cards for exterior paint.

The A.C.C. will consider the request and respond within 30 days of receiving the request. The project may NOT commence until written approval by the A.C.C. has been received.

**All materials used must be approved by the A.C.C. and follow CC&R guidelines*

For exterior paint, the A.C.C. may also require a swatch of the color sample from the submitted color card to be painted on a visible section of the house so that he/she may view and approve the color in person. All exterior paint projects receive written approval, EVEN IF THE EXTERIOR COLOR USED IS THE SAME COLOR ON THE HOUSE.