

# One Club House Lane Sector-12 Homeowners' Association LOT MAINTENANCE STANDARDS AND POLICY

The One Club House Lane Sector-12 (OCHL-12) Homeowners' Association (HOA) is required by the OCHL-12 Covenants, Conditions & Restrictions (CC&Rs) to promote policies that enhance property values and protect both persons and property. Because lot maintenance affects the economic values of the entire neighborhood, and in some cases also affect safety, OCHL-12 homeowners are obligated to ensure their lots are being maintained as required by the CC&Rs.

The OCHL-12 CC&Rs, Article X, Maintenance of Lots, Section 1 (see attached), states that *"Each Lot and Residence shall be maintained by the Owner in a neat, clean and slightly condition at all times."* Section 3 of the same Article X goes on to say that if a homeowner fails to maintain their lot *"in a manner consistent with maintenance standards of the SECTOR 12 community"*, after fifteen days notification the HOA has the right, *"to enter upon the offending Owner's Lot and repair, maintain and restore the Lot. ... The cost of such repair, maintenance or restoration shall be assessed against the Lot."*

To make OCHL-12 homeowner obligations more understandable and HOA policies more effective, the HOA Board and the ACC have approved this **Lot Maintenance Standards and Policy** document to apply to all lots within the OCHL-12 community.

## LOT MAINTENANCE STANDARDS

- In addition to the specific lot maintenance requirements outlined in the CC&Rs, Article X, Maintenance Of Lots, homeowners are also required to perform, on a regular and routine basis, yard maintenance that includes lawn mowing, edge trimming, shrub pruning and maintenance, tree pruning and maintenance, and weed and pest control as needed.
- Homeowners are required to keep their lots in a clean, sanitary condition, taking steps to ensure that dangerous vermin are not permitted to nest in or frequent their property.
- Clumps of weeds on a lot that are readily visible from the sidewalk or from the Golf Course cart path, must be pulled, cut or removed.
- Homeowners are required to maintain the exterior of homes and any other structures on their lots, such as decks, fences, gates or sheds.
- When paint on the house and/or trim is severely faded or discolored, or is peeling to the degree it is readily visible from the sidewalk or from the Golf Course cart path, it must be repainted using approved paint colors.
- Broken exterior window glass or other exterior broken window frames on homes, sheds or other structures, deteriorating siding, decking, etc., that is readily visible from the sidewalk or from the Golf Course cart path, must be replaced or repaired.
- Cracked, peeling, severely discolored, or otherwise deteriorating masonry, readily visible from the sidewalk or from the Golf Course cart path, must be repaired.
- Although the City is responsible for repair of sidewalks and curbs, homeowners are responsible for cleaning the sidewalks that border all sides of their lot.
- Driveways must be repaired, resurfaced or replaced when the existing driveway degrades to a point where it is unsafe or unsightly, or when severe cracking, settling, spalling (surface flaking), erosion or other conditions exist that render the driveway unsafe or unsightly.
- Other than the areas that are occupied by structures, driveways or other HOA approved paving, all unpaved portions of a lot shall be planted with grass, shrubbery, ground cover, other common live plant material, or covered by mulch or bark.
- Vegetable gardens are permitted only on a lot's back yard.

- All waste must be recycled according to City and County regulations. Organic or inorganic debris, including leaves, grass clippings or branches, may never be dumped or thrown onto any Open Space or HOA common area.
- Mailboxes and Mailbox clusters are the property of the homeowners who use them. Mailboxes or Mailbox clusters which are damaged or destroyed must be repaired or replaced by the homeowners who use them or who share that cluster.
- Mailbox clusters may be altered or changed only with prior approval of the ACC.
- No individual post-mounted freestanding mailboxes are permitted in OCHL-12.

## **LOT MAINTENANCE VIOLATIONS**

The following conditions are considered to be *de facto* violations of the OCHL-12 Lot Maintenance Standards if they are readily visible from the sidewalk or from the Golf Course cart path:

- Any size clumps of weeds or grass growing over 6 inches in height in lawns, in beds surrounding shrubbery, within shrubbery, or around other outside structures
- Roofs or Gutters with broken or missing parts, or with peeling paint
- Leaning fences or fence gates, or with broken or missing parts, or with peeling paint
- Garages or yard sheds with broken doors or broken panels, or with peeling paint
- Decks with rotted or collapsed pieces, or with peeling paint
- Crumbling concrete or masonry block foundations or walls.

## **POLICY FOR HANDLING OF COMPLAINTS**

- The CC&Rs authorize the HOA to respond when problems regarding the maintenance condition of a lot have been outlined in a written complaint sent by an OCHL-12 homeowner to the HOA or ACC via email, post, fax or hand-delivery.
- A Lot Maintenance Complaint Form will be provided on the website and/or upon request.
- The HOA or ACC will initiate an investigation into all complaint received within two weeks of receipt.
- The ACC will appoint at least two ACC Members and/or ACC Resource Members to conduct the investigation.
- The investigators will provide the ACC with a written report on the lot in question, including a determination as to whether the complaint has been verified or not. Where feasible, a photo will be included as part of the documentation.
- The ACC may or may not conduct a further investigation to confirm the initial finding.
- If the complaint is verified, and the ACC agrees that the lot violates OCHL-12 lot maintenance standards, the ACC will recommend to the HOA Board of Directors to take action as authorized by the CC&Rs.
- The HOA Board must vote to accept the recommendation before taking further action.
- Offending homeowners will be offered an opportunity to correct lot maintenance problems by being provided at least a 15 day notification as is outlined in the CC&Rs.
- Fines may also be imposed on persistent violators as outlined in the OCHL-12 Fine Schedule and Enforcement Policy.
- The complaining homeowner will be notified once an investigation is complete and the complaint has been upheld or dismissed.
- In all cases, the identity of the person submitting a complaint will be kept confidential by the ACC and Board members.
- To avoid a conflict of interest, ACC Members or Resource Members may not be involved in an investigation involving a lot located within four lots of their own home.

# COVENANTS, CONDITIONS & RESTRICTIONS OF ONE CLUB HOUSE LANE SECTOR 12

## ARTICLE X MAINTENANCE OF LOTS

**Section 1 Exterior Maintenance by Owner.** Each Lot and Residence shall be maintained by the Owner in a neat, clean and slightly condition at all times and shall be kept free of accumulations of litter, junk, containers equipment, building materials and other debris. All refuse shall be kept in sanitary containers sealed from the view of any Lot; the containers shall be emptied regularly and their contents disposed of off the Properties. No grass cutting, leaves, limbs, branches, and other debris from vegetation shall be dumped or allowed to accumulate on any part of the Properties, except that a regularly tended compost device shall not be prohibited, but shall be subject to approval by the Committee. No storage of goods, vehicles, boats, trailers, trucks, campers, recreational vehicles, or any other equipment or device shall be permitted in open view from any Lot or right-of-way. (Vehicles, boats, trailers, trucks, campers and recreational vehicles shall be referred to as "Vehicles"). This provision shall not exclude temporary (less than 72 hours) parking of Vehicles on the designated driveway areas adjacent to garages on the Lots, unless the Owner has received prior permission from the Declarant or Board to have such Vehicles parked for a longer period. This paragraph is not meant to disallow permanent (more than 72 hours) parking or storage of Vehicles on the Lots, but if stored, Vehicles shall be adequately screened from the view of adjacent rights-of-way and Lots. Screening of such Vehicles must have the approval of the Committee. Upon forty-eight (48) hours' notice to the Owner of an improperly parked or stored Vehicle, the Board has the authority to have towed, at the Owner's expense, any such Vehicles, unless the owner has obtained permission from the Declarant or Board to have the Vehicle so parked or stored. Notwithstanding the foregoing, Owners who have visiting guests intending to stay in such a Vehicle, may secure written permission from the Board for such guests to park the Vehicle upon the Lot owned by the Owner for a maximum period of one week. Such a privilege shall only exist, however, after the written permission has been obtained from the Board.

**Section 2 Easement for Enforcement Purposes.** Owners hereby grant to the Association an express easement for purposes of going upon the Lots of Owners for the purpose of removing Vehicles or other similar objects which are parked or stored in violation of the terms of this Declaration.

**Section 3 Lot Maintenance by the Association.** In the event that an Owner shall fail to maintain the exterior of his premises and the improvements situated thereon in a manner consistent with maintenance standards of the SECTOR 12 community, the Board shall, upon receipt of written complaint of any Owner, and subsequent investigation which verifies such complaint, have the right through its agents and employees to enter upon the offending Owner's Lot and repair, maintain and restore the Lot and exterior of the improvements on that Lot if the Owner shall fail to respond in a manner satisfactory to the Board within fifteen (15) days after mailing of adequate notice by certified mail to the last known address of the Owner. The cost of such repair, maintenance or restoration shall be assessed against the Lot, and the Board shall have the right to cause to be recorded a notice of lien for labor and materials furnished, which lien may be enforced in the manner provided by law. In the event that the estimated cost of such repair should exceed one-half of one percent of the assessed value of the Lot and improvements on that Lot, the Board shall be required to have the assent of fifty-one (51%) percent of the Members before undertaking such repairs.

## ARTICLE XII MANAGEMENT BY BOARD

**Section 3 Powers of the Board.**

**(d) Maintenance of Lots.** If necessary, maintain any Lot if such maintenance is reasonably necessary in the judgment of the Board to (1) protect Common Maintenance Areas, or (2) to preserve the appearance and value of the Properties or Lot. The Board may authorize such maintenance activities if the Owner or Owners of the Lot have failed or refused to perform maintenance within a reasonable time after written notice of the necessity of such maintenance has been delivered by the Board to the Owner or Owners of such Lot, provided that the Board shall levy a special assessment against the Owner or Owners of such Lot for the cost of such maintenance.

**(j) Right of Entry.** Enter any Lot or Residence, when reasonably necessary, in the event of emergencies or in connection with any maintenance, landscaping or construction for which the Board is responsible. Except in cases of emergencies, the Board, its agents or employees shall attempt to give notice to the Owner or occupant of any Lot or Residence twenty-four (24) hours prior to such entry. Such entry must be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board if the entry was due to an emergency (unless the emergency was caused by the Owner of the Lot entered, in which case the cost shall be specially assessed to the Lot). If the repairs or maintenance activities were necessitated by the Owner's neglect of the Lot, the cost of such repair or maintenance activity shall be specially assessed to that Lot. If the emergency or the need for maintenance or repair was caused by another Owner of another Lot, the cost thereof shall be spatially assessed against the Owner of the other Lot.

One Club House Lane Sector-12 Homeowners' Association (OCHL-12 HOA)

**LOT MAINTENANCE COMPLAINT**

PLEASE PRINT

Name: \_\_\_\_\_ TEL \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

**LOT MAINTENANCE PROBLEM LOCATION:**

Address: \_\_\_\_\_

Owner's Name: \_\_\_\_\_ TEL \_\_\_\_\_  
IF AVAILABLE

Email: \_\_\_\_\_  
IF AVAILABLE

**Describe the Specific Lot Maintenance Problems:**

---

---

---

---

---

---

---

---

Other \_\_\_\_\_

---

I have read the OCHL-12 Lot Maintenance Standards and Policy document and believe the OCHL-12 lot listed above is in violation of the OCHL-12 HOA's Lot Maintenance Standards. I now ask the ACC to investigate and act upon my complaint.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Submit completed Complaint Form to:

**Architectural Control Committee**

OCHL-12 HOA, PMB 242

10924 Mukilteo Speedway

Mukilteo, WA 98275

Or email to: [ACC@oneclubhouselanehoa.com](mailto:ACC@oneclubhouselanehoa.com)