

ROCKY POINT HEIGHTS COMMUNITY CLUB (RPHCC)
RULES & REGULATIONS January 31, 2024.

DEFINITIONS

- “member”** - Everyone who owns property in Rocky Point Heights is a “corporate member” (**“member”** for short)
- “The Board”** or **“Board”** - The governing body is called the “Corporate Board” (**“The Board”** or **“Board”** for short)
- “Member(s)”** – **members** serving on **The Board** are elected by the **members** or when necessary, in accordance with these Bylaws, selected by **The Board**. They are **Board Members** (**“Members”** for short)
- “Officers”** – The corporation is run by **“Members”** from which “Corporate Officers” (**“Officers”** for short) are elected by **The Board**

Board's Authority. These Rules & Regulations (R&Rs) **were adopted January 31, 2024.** by **The Board** as provided for in the governing documents of the Association.

Members Responsibilities: Members in Rocky Point Heights Division 1 and 2 are responsible to keep **The Board** informed of current mail and email addresses, and for compliance with the governing documents of their respective properties including vacant lots and properties leased to tenants. The governing documents can be downloaded from the Rocky Point Heights web site rockypointheights.org.

Interpretation of Rules and Regulations.

The Board shall have the right to determine all questions arising in connection with these Rules and Regulations and to construe and interpret the provisions of the Rules and Regulations, and its good faith determination, construction or interpretation shall be final and binding. The determination of **The Board** shall be in writing and shall set forth in detail the reason for their decisions.

Fines imposed under these R&Rs may give rise to lien rights in the Rocky Point Heights Community Club for collection of amounts due, and such liens may be enforced the same as general liens for delinquent assessments.

Alternative Remedies.

Nothing in this section shall be construed as a prohibition of or a limitation on the right of **The Board** to pursue other means to enforce the provision of the various Association documents, including but not limited to legal action for damages or injunctive relief.

ARTICLE I
Covenant Violations

Section 1. To file a complaint of a Covenant violation:

To file a complaint relating to the RPHCC Restrictive Covenants (CCR's), a **member** shall submit a written, dated and signed document via US Postal Service to the RPHCC Board, PO Box 292, Stanwood WA 98292. Alternatively, a complaint may be submitted via E-mail addressed to any RPHCC Board Member as listed on the RPHCC website at <https://www.rphcc.info/contact-us>. Said complaint shall describe the specific nature of the violation and include in addition:

- a. the name and address of the complainant
- b. the street address of the property involved
- c. the name of the owner or resident of the property involved
- d. the relevant CCR paragraph and sub-paragraph
- e. if possible, without trespass, photographs showing the infraction

Section 2. Board Response to a written complaint.

Upon receipt of a complaint as described in Section I, **The Board** shall **immediately** acknowledge receipt of the complaint. As soon as practical thereafter **The Board** shall consider the complaint and determine whether an infraction has occurred. If **The Board** determines that no infraction has occurred, **The Board** shall respond in writing to the complainant describing its determination. If **The Board** determines that an

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infraction has occurred, written notice of the infraction shall be mailed to the **member** of the property involved.

Section 3. Notice to a member of a violation of a RPHCC governing document.

Notices of infraction under Section 2 shall be sent via USPS Certified Mail **RECEIVED RECEIPT** to the **member** of record of the property involved at his or her last known address describing the infraction and citing the CCR paragraph(s) pertaining to the infraction. Said notice shall afford the **member** a 30-day response time to remedy the infraction to the satisfaction of **The Board** or to meet with **The Board** to negotiate an alternative date or plan for resolution. In the event of non-response or unsatisfactory response by **the member**, fines shall be imposed per Section 4 of these R&R's. In the event the infraction is resolved to the satisfaction of **The Board**, letters of resolution will be mailed to the **member** and the complainant.

Section 4. Fines for Infractions

- a. If violations remain 30 days after this letter was received, and no hearing was requested, a \$100 fine will be assessed.
- b. If violations remain 60 days from receipt of this letter the fine will increase to \$500.00
- c. If violations remain 90 days from receipt of this letter the fine will increase to \$1,000.00
- d. If the violations remain 120 days from receipt of this letter the fine will increase to \$5000.00.
- e. If the violations remain 150 days from receipt of this letter the fine will increase to \$10,000.00 and a lien in the amount of \$10,000.00 plus costs incurred by RPHCC in connection with seeking correction to these violations will be filed in Island County against the property involved.

All legal and other costs associated with resolving a fine or lien will be the responsibility of the **member**.

ARTICLE II
Dues Assessments and Collections

Section 1. Annual Dues:

Annual dues Invoices shall be mailed February 1st to each **member** of record at their last known address. E-mails in lieu of hard copy mailing may be requested by **members**. **members** have the option of paying without penalty either the full amount by March 1st, or first half by March 1st and second half by September 1st.

Section 2. Late Payment:

Late payment fees of \$10 per month shall apply to any unpaid dues or assessments and shall accrue beginning on the first day of the month following the due date.

Section 3. Collection:

Amounts past due more than 90 days are subject to legal action including but not limited to property liens. Costs incurred by RPHCC in connection with the collection of amounts due shall be the responsibility of the **member**.

Section 4 Past due unanticipated or emergency assessment fees

Past due unanticipated or emergency assessment fees of \$10 per month begin 60 days after the date of the assessment and continue to accrue on the first day of each month thereafter until the amount due is paid.

Past due fees and costs incurred by RPHCC relating to past due accounts will be added to the amount due. Accounts past due ninety (90) days are subject to legal action including but not limited to property liens.

ARTICLE III
Building and Design Review Policy

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Bylaw ARTICLE I, Section 3 requires construction plans for a new home, appurtenant structure, addition, or modification of any portion of the exterior of an existing structure within Rocky Point Heights Division 1 & 2 must be submitted and approved by **The Board** prior to beginning construction. The Building and Design Committee reviews and makes recommendation to **The Board**.

Section 1. Response of Building and Design Submittal

The building and design lead will acknowledge receipt of a filed building and/or design submittal when received.

Section 2. Review and determination of building and design submittal

Within fifteen days of receipt the building and design committee will make a recommendation to **The Board** and provide a written response to the submitter.

Section 3. Board action to a Building and Design committee report.

- a. The Board shall review the committee's report and determine acceptance as submitted or a response to any infraction(s).
- b. If the Board agrees the submitted documents have violations to the covenants, they shall provide notice per Section 2 above. The notice shall, per Covenant paragraph 13 Enforcement "either prevent or recover damages arising from such attempted violation."
- c. The Board shall develop a standard to "recover damages" to each specific violation to be used in all similar future violations,

ARTICLE IV
Water Services

Section 1. First time water meter

- a. A first-time water meter installation will only be approved after building permit requirements have been met.
- b. A \$2,000 fee will be assessed and made payable to RPHCC for the installation of a first-time water meter installation. Should we leave the cost of a meter installation to be resolved between the owner and the meter installer? Update Bylaws if this is revised.

Section 2. Water usage fees

Other charges, fees and services for water are through the water provider, Combined Water System (CWS). Daily operation of CWS is managed by NW Natural Water Services fees for water usage is billed by NW Natural Water Services. Water is billed bi-monthly but excess water usage is charged monthly.

Section 3. Maintenance, repair, and replacement of water lines

RPHCC owns and is responsible for maintenance, repair, and replacement of water lines supplying water to the meters within the three Divisions of Rocky Point Heights. Water line maintenance, repair, and replacement past the meter at each property is the responsibility of the member.