

# Meadowglen Townhomes

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## Homeowners Association House Rules

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## Homeowners Association House Rules

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We are living in close association with our fellow residents and common courtesy dictates that our actions do not infringe on the rights of other residents. These Rules and Regulations are designed to ensure that each of us achieves the maximum enjoyment of our homes. Each member of the community, whether owner, tenant, or guest, must abide by the standards of the community and comply with the Declarations, By-Laws, and House Rules to promote harmony and cooperative purposes of the community. Each owner is fully responsible for the compliance of their family members, guests, and other occupants of the owner's unit while they are on Meadowglen property.

The Board of Directors will enforce the following fine schedule for violations of the Association's Governing Documents including, but not limited to, the Declaration, Bylaws, Rules & Regulations, and any decision of the Board:

**1<sup>st</sup> offense:** Warning and/or up to twenty-five (\$25) dollars fine, unless otherwise provided in specific Rule.

**2<sup>nd</sup> offense:** Fine up to fifty (\$50) dollars, at the Board's discretion, unless otherwise provided in specific Rule.

**3<sup>rd</sup> offense:** Fine up to one hundred (\$100) dollars, at the Board's discretion, unless otherwise provided in specific Rule.

**Continuing Violations:** Each day a violation continues shall be considered as a separate offense and will be subject to an additional fine of \$5 per day, beginning ten (10) days after the owner is notified of the fine until the violation is corrected.

At the Board's discretion, violations affecting the Health and Safety of residents of Meadowglen including, but not limited to, violations of the law pertaining to the City of Kent, King County, or the State of Washington, or any other infraction deemed to meet this criteria, will be fined as follows:

**1<sup>st</sup> offense:** Two hundred and fifty dollars (\$250) fine will be issued.

**2<sup>nd</sup> offense:** A five hundred dollars (\$500) fine will be issued.

**3<sup>rd</sup> offense:** A thousand-dollar (\$1000) fine will be issued.

Fines are an assessment as per RCW 64.34.020(3), and are expected to be paid within thirty (30) days of notification. All unpaid fines are subject to the same late fees as regular assessments.

If you have any questions regarding the House Rules feel free to contact the management company or any member of the Board of Directors.

## **ARTICLE 1 – GENERAL POLICIES**

- 1.0 Owners/Occupants shall be responsible for informing any visitor of the Governing Documents, Bylaws, and the Rules & Regulations, and shall take appropriate action to avoid violations.
- 1.1 No activity shall be conducted on Meadowglen property that interferes with the right to quiet use of the condominium by other occupants.
  - 1.1.1 Quiet hours are from 9:00p to 8:00a, seven days a week. Please take extra care to keep the noise level down during this period.
  - 1.1.2 Unreasonably loud noise that is considered an annoyance or nuisance is prohibited. Any parties or social gatherings that are creating excessive noise, which is causing a nuisance or is disruptive to other residents, will be asked to end immediately.
  - 1.1.3 There shall be no loitering or playing behind buildings.
- 1.2 No owner, guest, or occupant shall interfere with any contractor and/or employee hired by the Association while in the performance of his/her duties on Meadowglen property. If a problem occurs, the resident must contact the property manager and/or a Board member for resolution.
- 1.3 No Fireworks shall be used on the Meadowglen property.
- 1.4 Using tiki torches or any outside burning equipment other than propane grills is prohibited.
- 1.5 Grilling is only permitted on ground-level patios and at least five (5) feet from the building.
- 1.6 Garage Sales are permitted one weekend (Saturday & Sunday) per year as approved by the Board of Directors.
- 1.7 Estate sales are prohibited except with prior written consent by the Board of Directors.
- 1.8 Owners who choose to rent or lease their unit shall be required to comply with the following.
  - a) Provide the Board and/or management company with a signed lease (rental agreement) between the homeowner and tenant.
  - b) Provide the Board and/or management company with the tenant's contact information.
  - c) Owners shall provide the Board and/or management company with their updated contact information and mailing address.
  - d) Provide the tenants with copies of the CC&Rs, By-Laws, and Association House Rules before moving in.
  - e) Inform the Board and/or management company if there are any changes to the lease agreement and/or occupants.
  - f) Provide a one (\$100) hundred-dollar administrative fee, payable to the Association.

## **ARTICLE 2 – COMMON & LIMITED COMMON ELEMENTS**

- 2.0 No personal property may be placed on or in any of the Common Elements without prior consent of the Board or as otherwise expressly authorized by the Governing Documents
- 2.1 Any Common Expense caused by the misconduct of a Unit Owner shall be assessed against the Owner's Unit.
- 2.2 Owners are prohibited from modifying or altering Common Elements, including but not limited to buildings, Common Element landscaping and facilities, railings, and walkways without prior written consent of the Board of Directors.
- 2.3 To preserve the uniform exterior appearance of the buildings, Owners are prohibited from modifying or decorating the building, lanais, patio/yard areas, screens, doors, awnings, rails, or other visible portions of a Unit, Common Element or Limited Common Element without prior written consent of the Board of Directors.
- 2.4 No owner/occupant shall install exterior wiring for electrical, telephone, cable installation or for any other purpose, nor shall any satellite dish, radio antenna or air conditioning units be attached to the exterior of the building, nor shall any similar improvements that protrude through the walls, roof or windows of the condominium be constructed or installed without prior written consent of the Board of Directors.
- 2.5 The Association will pay 50% for any repairs or replacement of front doors or windows in order to restore them to their original (or similar) condition, so long as the damage was not caused by negligence. Homeowners may perform upgrades upon board approval, such as installing vinyl windows or screen doors, but such upgrades are the sole fiscal responsibility of the homeowner. Homeowners should contact the board or management company regarding any requests for repairs, replacements, or upgrades of doors or windows.
- 2.6 Owners/occupants are responsible for maintaining the upkeep of their unit's Common Limited Element areas (i.e.: patios, front entry) and keeping the landscaping in accordance with the general complex landscaping.
  - 2.6.1 Owners may not subtract from or modify existing Common Element landscaping. Any plants planted by Owners in Limited Common Element areas must be placed in locations that will not cause damage to the building. No plants may grow on, against, or alongside the building.
- 2.7 All interior window treatment(s) visible from the exterior of any Unit must be white, beige, cream, or eggshell unless the Owner first obtains prior written consent from the Board of Directors.
- 2.8 No owner/occupant shall display, hang, store, or use any clothing, sheets, blankets or other articles which in the sole determination of the Board are unsightly or inappropriate, outside the unit, or which may be visible from the exterior of the building. Owners may display holiday decorations with the following restrictions:
  - a) Decorations shall be put up no sooner than two weeks before the holiday with the exception of Christmas. Christmas decorations can go up as early as the day after Thanksgiving.
  - b) Decorations must be removed no later than two weeks after the date of the holiday.

- 2.8.1 Owners/occupants are prohibited from removing window screens and allowing window coverings to hang out into the exterior of the building.
- 2.8.2 No owner/occupant shall install exterior window coverings without prior written consent of the Board of Directors.
- 2.9 With exception to signs stating a unit is for sale or lease, no other signs, notices, or advertisements shall be displayed in public view on the property without prior consent from the Board of Directors.
- 2.9.1 "For sale" or "lease" signs shall be limited to one (1) 20" x 24" sign displayed in the window of the unit currently offered for sale or lease, and (1) 6" x 24" sign displayed on the monument sign located at the entrance to Meadowglen. No additional signs shall be permitted.
- 2.9.2 A literature box, whose sole purpose is to provide real estate literature for prospective buyers, may be used, but must be mounted on the privacy fence near the entry of the unit being sold.
- 2.10 Entering Common Element wetland areas without prior consent of the Board of Directors is prohibited.
- 2.11 Under no circumstances shall any owner, occupant, or visitor:
- Dispose of any substance or debris into the wetlands or its perimeter.
  - Remove or trim any plants or trees, living or dead from the wetlands without prior consent from the Board, and if applicable, the City of Kent.
  - Add plant life of any kind to the wetlands without prior consent from the Board, and if applicable, the City of Kent.

### **ARTICLE 3 – GARBAGE AND STORAGE**

- 3.0 Nothing shall be brought into or stored in a unit or garage that is flammable, combustible, or explosive other than those substances used for normal household use. Nor shall any such materials be disposed of in the trash dumpster or street drains.
- 3.1 Limited Common Elements, including but not limited to patios, may not be used for storing general household items, including such items as indoor furniture or appliances.
- 3.2 All trash must be placed in the trash dumpsters. Recyclable materials are to be disposed of in the recycle dumpster. Any trash bags that are not properly placed in dumpsters may result in a fine.
- 3.3 Excessive amounts of debris, including remodeling debris, may not be placed in the garbage or recycling dumpsters. Each Owner is responsible for disposing of such debris at their own personal expense.
- 3.4 No furniture and other large items, such as mattresses or tires may be placed in the garbage or recycle dumpsters and/or vicinity.
- 3.5 Hazardous materials may not be disposed of in the garbage or recycle dumpsters. Owners should contact King County Hazardous Waste Management to receive information for proper disposal of hazardous waste.
- 3.6 Refrigerators, freezers, space heaters, or similar high-wattage household devices shall not be used in any garages. The electrical system that supplies power to the garages is not designed to support the long-term use of such appliances or high-wattage devices, and if used could damage the electrical system or result in excessive costs of electricity being charged to the Association.

## **ARTICLE 4 - VEHICLE OPERATION AND PARKING**

- 4.0 A "vehicle" is defined as a passenger motor vehicle (i.e., car, truck, or motorcycle) and shall have valid Washington State registration and display current Washington State license tabs.
- 4.1 All vehicles on Meadowglen property must obey the 10-mph posted speed limit.
- 4.2 All vehicles owned, leased, rented, or used by an owner/resident of a unit at Meadowglen must be registered with the Association, and must display a valid Meadowglen parking permit (numbered sticker) in the back window of the vehicle.
- 4.3 Each unit has one (1) designated garage and one (1) designated parking stall in which to park two vehicles. If an owner/resident requires additional parking, they may use visitor parking (or space not designated for their unit) for seventy-five (\$75) dollars per month. Only one additional parking space will be permitted per unit.
- 4.4 No vehicles shall park in marked fire lanes. This action is considered cause for potential endangerment of Meadowglen residents; therefore, vehicles in violation shall be towed immediately.
- 4.5 Vehicles found blocking garages, parking stalls, or in any location other than a designated parking stall, the vehicle owner will be fined, and the vehicle will be towed.
- 4.6 Owners who have guests parking for more than five (5) days on Meadowglen property should contact the Board to receive a temporary parking pass.
- 4.7 Recreational vehicles (motor homes, truck-mounted campers, boat trailers, etc.) may be parked in a parking space along the greenbelt for a maximum of three (3) days.
- 4.8 Commercial vehicles that are not parked in a garage are prohibited from parking on the property for more than two (2) days without prior consent of the Board of Directors. Metro Van Pools are exempt.
- 4.9 Repairing vehicles in outdoor parking spaces is prohibited.
- 4.10 No vehicles on Meadowglen property may be inoperable or unsightly. Such vehicles will incur fines, and after 90 days will be subject to towing.
- 4.11 No tarps of any kind shall be used to cover vehicles parked in open view. This includes both assigned and visitor parking spaces. The Board shall permit custom-fitted car covers in excellent condition with approval.
- 4.12 Parking and vehicle violations may be brought to the attention of any Board member, Block Watch officer, Property Manager, or other person assigned by the Board.
- 4.13 Parking Fees and Penalties;

**1<sup>st</sup> offense:** Warning only.

**2<sup>nd</sup> offense:** Fine of fifty (\$50) dollars.

**3<sup>rd</sup> offense:** Fine of one hundred (\$100) dollars, and the vehicle will be towed from the property.

**Continuing Violations:** Each additional infraction will accrue a fine of one hundred (\$100) dollars and the vehicle will be towed from the property.



## **ARTICLE 5 - PETS AND ANIMAL CARE**

- 5.0 Owners are permitted to keep a maximum of three (3) domestic pets in each unit. Livestock is not permitted.
- 5.1 Each unit has a "total pet weight" which must not exceed ninety (90) pounds. This limit is the total weight of the domestic pets in the unit.
- Example 1: A unit may have 3 cats weighing 20 pounds each.
  - Example 2: A unit may have 1 dog that weighs 75 pounds.
  - Example 3: A unit may have 2 dogs that weigh 20 pounds each and 1 cat that weighs 25 pounds.
- 5.2 All dogs must be on a leash and in the owner's control when in any of the Common Elements.
- 5.3 Pets must reside within the unit. Pets must be kept inside the unit during the night (from sundown to sunup). "Inside" is specified to mean inside the residential unit: outdoor pet kennels and garages are not considered part of the residential unit. Pets must not be left unattended on patios.
- 5.4 Pet owners/caregivers are responsible for cleaning up after their pets. Waste from pets shall be placed in a plastic bag or like containers and disposed of in the trash dumpster.
- 5.5 Animals shall not be bred, boarded, or maintained for commercial purposes on the premises.
- 5.6 Owners/caregivers are expected to control, or if necessary, temporarily or permanently remove any domestic pet that makes frequent, repetitive, or continuous sounds that unreasonably disturb or interfere with the peace, and comfort of Meadowglen residents.
- 5.7 Domestic pets that display aggressive behavior, have aggressive outbursts, or in any way harm other pets or people when unprovoked shall be subject to confinement or removal.
- 5.8 Dogs and Cats shall have a current King County pet license and be properly immunized. Pets that have no identification and/or where proper ownership cannot be established may be subject to "pick up" by King County Animal Control.
- 5.9 Residents who require a service animal must have the appropriate documentation on file with the HOA's management company. Appropriate documentation is defined as a signed letter from your doctor or other medical professional who, in their professional capacity, knows about your disability and your need for reasonable accommodation.

The federal Fair Housing Act defines a service animal as an animal that is a necessary reasonable accommodation for a person with a disability. The resident must have a disability, must request the animal as a reasonable accommodation for that disability, and must be able to show that the animal is necessary because of the resident's disability.

- 5.10 Residents are responsible for the pets of guests who visit their unit; such pets are subject to the same restrictions as resident pets for the given unit.

## **ARTICLE 6 - CLUBHOUSE RENTAL**

- 6.0 The Clubhouse shall be rented to owners/occupants on a first-come-first-served basis.
- 6.1 A two-hundred and fifty (\$250) dollar damage/cleaning deposit is required before renting. If repairs or additional cleaning is required to bring the clubhouse back to its original pre-rented condition and exceed the \$250 deposit, the renter shall be responsible for the excess costs. If the Clubhouse is returned to its original pre-rented condition, the entire deposit shall be refunded. Inspections of the Clubhouse are to be completed by a member of the Board or person appointed to monitor the Clubhouse.
- 6.2 Those who rent the Clubhouse are asked to respect those owners/occupants who live near the Clubhouse by controlling the noise level in relation to the time of day. See Rule: 1.2.
- 6.3 The following are not permitted in the Clubhouse; Pets, Alcohol, and Smoking.
- 6.4 The Clubhouse is for personal entertaining by owners/occupants of Meadowglen. Income-generating events such as sales parties (i.e., Tupperware, Pampered Chef), bazaars, or services provided will be allowed at the sole discretion of the Board of Directors. These events must be hosted by the owner/occupant and cannot be regularly scheduled.

## **ARTICLE 7 – RULES ENFORCEMENT AND DUE PROCESS PROCEDURES**

- 7.0 The Board of Directors is authorized and empowered to investigate, hear, and determine all complaints concerning violations by any owner, tenant, or occupant of the Declaration, Bylaws, rules, regulations, or enforcement procedures ("Governing Documents") or of any decision of the Board made as provided in the Governing Documents. The Board is further authorized and empowered to impose a fine as may be allowed herein in an amount not to exceed the maximum rate established by resolution of the Board or any person whom it finds to have violated the Governing Documents.
- 7.1 Informal Dispute Resolution Preferred: Any owner, tenant, occupant, employee, or agent of the Association has the authority to request that an owner, tenant, or occupant of any Unit cease or correct any act or perform any omission which appears to violate the Governing Documents or of any decision of the Board made as provided in the Governing Documents.
- 7.2 Written Complaint: A complaint may be filed by any owner, tenant, occupant, member of the Board, employee, or agent of the Association (referred to as the "complainant"). The complaint shall be signed by the complainant and shall contain a written statement of the problem setting out in simple and concise language the acts or omissions with which the alleged violator (referred to as the "respondent") is charged. Whenever possible, the complaint shall identify the specific provisions of the Governing Documents or decision of the Board which the respondent is alleged to have violated. The written complaint shall state as many of the specifics as are available regarding time, date, location, nature of the violation, persons involved, etc. The NOTICE OF WARNING, INFRACTION AND/OR FINE form, attached hereto, may serve as the complaint.
- 7.3 Service of Complaint: Within five (5) days of receipt of the complaint, a Board member or the Association's managing agent shall cause the NOTICE OF WARNING, INFRACTION AND/OR FINE form to be served upon the respondent, at the respondent's address of record, if an owner, and at the Unit address if a tenant or occupant. Service of the NOTICE OF WARNING, INFRACTION AND/OR FINE shall be made by any means which may reasonably give the respondent notice, including, but not limited to serving the respondent personally, by serving a person of suitable age and discretion at the respondent's residence and/or by first class mail to the respondent's last known address.
- 7.4 Hearing: The Board may, in its discretion, set any matter for a hearing. In addition, the respondent has a right to request an appeal hearing. If the respondent has not requested an appeal hearing within 15 days of service of the complaint, and the Board has not set the matter for a hearing, the respondent is considered to be in default.
- 7.5 Default: If the respondent is in default, the Board may impose a reasonable fine and/or order the respondent to cease or correct the violation alleged in the complaint. The Board may also, in its discretion, drop the matter.
- 7.6 Appeal Hearing: If the respondent requests an appeal hearing, the Board or the Association's managing agent shall, at least ten (10) days prior to any such hearing date, serve upon the respondent and complainant a Notice of Rights and Hearing. The hearing shall be heard by the Board of Directors or Hearing Board, or Officer appointed by the Board of Directors, at the time specified in the Notice of Rights and Hearing. The complainant and respondent shall appear in person or by a duly authorized representative. Failure of either the complainant or respondent to attend the hearing may be considered a default.

- 7.7 Order of Proceedings: Each party to the proceeding is entitled to make an opening statement. Each party is entitled to produce evidence, witnesses, and testimony, first in support of their position, and after the opposing party has presented their evidence, witnesses, and testimony, to rebut the opposing party's position. Each party is entitled to make a closing statement. The Board of Directors and/or Hearing Board or Officer may call additional witnesses or secure tangible evidence. Any relevant evidence is admissible regardless of whether the evidence was inadmissible in a court of law.
- 7.8 Assurance of Voluntary Compliance: The Board may accept a written Assurance of Voluntary Compliance from any respondent. The Assurance may include a stipulation for payment by the respondent to the complainant and/or the Association. The Board is not precluded from further action by its acceptance of an Assurance of Voluntary Compliance in the event that the respondent violates the terms of that Assurance.
- 7.9 Decision and Order: As soon as possible after the close of the hearing, the Board shall reach a decision. The decision of the Board shall be in writing and, if a violation is found, shall state the particular violation(s) found. The decision of the Board shall be served on each party to the matter as soon as possible after the decision is made. The Board may order that the respondent shall do or refrain from doing any act necessary to cause the respondent to comply with the provisions of the Governing Documents and/or any decision of the Board. The Board may provide for the imposition of a fine not to exceed the maximum amounts set from time to time by the Board.

## **ARTICLE 8 – ASSESSMENTS & FINES**

Each unit is expected to pay its share of monthly assessments (or dues) to help maintain the daily, monthly and yearly upkeep of the property. Assessments go towards paying for water, sewer, landscaping, insurance, and general maintenance for all homeowners. Failure to pay your dues can seriously reduce the HOA's ability to properly maintain the property, while costing you, the homeowner a lot more in late fees and collection charges.

- 8.0 Homeowner assessments (or dues) are due on the first (1<sup>st</sup>) day of each calendar month.
- 8.1 If assessment payments are not received by the fifteenth (15<sup>th</sup>) day of the month in which it is due, the homeowner shall be delinquent and subject to late fees and/or collection charges as outlined in the Meadowglen Homeowner Associations Collection Policy. (**See Appendix A**).
- 8.2 A homeowner with an outstanding balance may be subject to additional collection actions, which may include reasonable legal fees and penalties deemed appropriate by the Board of Directors. (**See Appendix A**).

## APPENDIX A:

### MEADOWGLEN HOMEOWNER ASSOCIATION COLLECTION POLICY FOR DELINQUENT ACCOUNTS

Prompt payment of assessments by all owners is critical to the financial health of the Association and to the preservation and enhancement of the property values of our homes. Your Board of Directors takes very seriously its obligations under the Association's governing documents and Washington State law to enforce the members' obligations to pay assessments. The policies and practices in this Collection Policy shall remain in effect until the Board adopts an updated Collection Policy.

#### **1. Payment of Assessment**

Monthly and special assessments, late fees, interest charges, and collection costs, including attorneys' fees, are the personal obligation of the owner of the property at the time the assessment or other charge is due. It is the owner's responsibility to pay each assessment in full regardless of whether a payment statement or payment coupon is received. There is no right of offset; an owner may not withhold assessments owed to the Association on the alleged grounds that the owner is entitled to recover money or damages from the Association for some other obligation.

#### **2. Association Lien**

Delinquent amounts automatically create a lien against the property even before a written lien is recorded. The Association has the right to record a lien against the property whenever the owner's account is past due, and nothing in this Collection Policy shall limit or otherwise affect the Association's right to record a lien against the property to protect and provide public notice of the Association's interest in the property.

#### **3. First Late Fee & Delinquent Letter**

Monthly dues are assessed against each property on the first (1st) of each month, and become due and payable immediately. All other assessments, including special assessments, are due on the date specified by the Board. An account becomes delinquent when a monthly assessment is not paid in full by the 15th of the month, and/or when a special assessment is not paid by its due date. A delinquent account will incur a late fee in the amount of \$35 on the date the account becomes delinquent. The Treasurer or Manager is authorized and directed to charge a late fee against any delinquent account on the date the account becomes delinquent.

The Treasurer or Manager is further directed to send a delinquency letter via First Class U.S. Mail once the account becomes delinquent, informing the property owner of the status of their account, the late charge, and the steps the Association will take if the owner does not immediately pay the full amount due. The letter must also contain the following statement: "Nonpayment of your dues may lead to a lawsuit to foreclose on the association's lien against your property. The homestead exemption under Chapter 6.13 of the Revised Code of Washington will not apply in an action to foreclose on an Association lien."

#### **4. Second Late Fee & Delinquent Letter**

If a property owner remains delinquent, the Treasurer or Manager is directed to charge another late fee on the fifteenth (15th) of the second month. The Treasurer or Manager is also directed to send the property owner a second written notice of delinquency on the fifteenth (15th) of the second month. The second delinquent letter shall notify the property owner that: if the account is not paid in full in ten (10) days, it will be turned over to the Association's attorney for collection; a lien will be recorded against the property; and the property owner will be liable for all fees and costs associated with collecting on a delinquent account with a minimum of \$474 in additional fees added to the collection amount. The Association may choose to refer the delinquent account to the Association's attorney at any time, and failure to do so after the second notice of delinquency does not prevent the Association from referring the delinquent account to the Association's attorney at a later date.

**5. Ongoing Late Fees and Interest Charges**

Regardless of whether the Association refers a delinquent account to its attorney for collection, every account with an outstanding balance shall be subject to a monthly late fee of \$35. Interest at the rate of twelve percent (12%) shall be collected on all outstanding balances, including but not limited to late charges and legal fees. Interest charges will be assessed on the fifteenth (15th) of each month after the outstanding balance becomes due and will be assessed each month until the account is brought current. The Board and Manager may agree that some or all of the monthly late fee may be retained by the Manager as compensation for the additional administrative burden involved in dealing with delinquent accounts.

**6. Referral to Association Attorney**

If an account remains delinquent for ten (10) days after the second written notice, the Treasurer or Manager is directed to refer the account to the Association's attorney for collection. Additionally, the Treasurer or Manager is directed to consult with the Association's attorney and turn over for legal action any account where the property owner has filed for bankruptcy, is the subject of a petition for relief under the bankruptcy code, or whose lender has started a foreclosure action against their property, or where any other legal action has started against the property. Once an account has been referred to the Association's attorney for collection, the Treasurer or Manager is directed to cease sending delinquency notices and/or account statements to the delinquent owner and is directed to send any such notices to the Association's attorney instead.

**7. Payment of Attorneys' Fees**

The Treasurer or Manager is directed to pay the Association's attorney the attorney's usual and customary charges for time incurred in connection with the attorney's representation of the Association, together with all costs incurred by the attorney, including but not limited to: fees and charges for filing, service of process, messenger service, court reporters, electronic or computer-assisted legal research, photocopies, postage, long distance calls, investigator's services, and credit and title reports. Payment is due promptly upon receipt of the attorney's monthly invoice.

**8. Assessment of Attorneys' Fees and Collection Costs**

The Association's attorney's minimum legal fee of \$474 shall be assessed against each delinquent property owner's account (including repeat collections) when the account is turned over to the Association's attorney for collection. All legal fees and costs, including amounts beyond the minimum legal fee, incurred in the collection of past due Assessments shall be assessed against the delinquent property owner's account and shall be collectible as an Assessment (pursuant to/as provided for in the governing documents).

**9. Payment Plans & Other Agreements with Delinquent Owners**

Once an account is placed with the Association's attorney for collection, all contacts with the delinquent owner should be handled through the attorney. Any revisions of the amounts demanded of the property owner and/or any payment plans proposed by the delinquent owner should be handled through or immediately communicated to the attorney. The Board will consider payment plan requests on a case-by-case basis and with the advice of the Association's attorney. The Board is under no obligation to grant payment plan requests. Payment plans shall not interfere with the Association's ability to record a lien against the property.

**10. Rent Interception**

As provided by the Declaration, when a property is rented out by a delinquent owner, the Board of Directors shall demand that the tenant submit rent payments directly to the Association rather than the property owner until the account has been brought current.

**11. Foreclosure**

If an owner fails to respond to the Association's attorney's attempts to collect from the owner, the Board of Directors may decide to foreclose on the Association's lien. The owner could lose ownership of the property if a foreclosure is completed and will be responsible for significant additional legal fees and costs if a foreclosure is started against the owner's property.

**12. Appointing a Receiver**

Once a foreclosure lawsuit has been filed, the Association may request that the Court appoint a Receiver to take possession of a property that is not occupied by the owner. The Receiver has the authority to refurbish and rent out the property on behalf of the Association.

**13. Security Deposit**

As provided by the Declaration the Association may assess a security deposit charge in the amount of three months' assessments on delinquent accounts. The security deposit will be held in a separate account to the owner's credit and will be refunded to the owner in the form of a credit against future amounts due once the owner has kept the account current for twelve consecutive months.

**14. Acceleration of Assessments**

As provided by the Declaration, the Association may require acceleration of one year's assessments if the delinquent account is sent to the attorney.

**15. Payments Received from Delinquent Owner**

*All payments received shall be applied to the oldest amounts due first.* All checks or money orders collected from delinquent owners during the collection process shall be made out to the Association, but mailed or delivered to the attorney's office so that the attorney can keep accurate, up-to-date records of the remaining amounts due. The Treasurer or Manager is directed to send an updated account ledger for the accounts in collection to the Association's attorney once a month for the duration of the collection action.

**16. Special Assessments**

If a special assessment is payable in installments and an installment payment of that special assessment is delinquent for more than thirty days, all installments will be accelerated, and the entire unpaid balance of the special assessment shall become immediately due and payable. The remaining balance shall be subject to late fees, interest charges, collection costs, and all other collection actions specified in this Collection Policy and the Association's governing documents.

**17. Bankruptcy and/or Lender Foreclosure**

The Manager is directed to notify the Association attorney whenever an owner files or is the subject of a petition for relief in bankruptcy and/or when a lender has commenced a foreclosure action against any unit that is not in collection.

**18. Additional Collection Action**

Nothing in this Collection Policy limits or otherwise affects the Association's right to proceed in any lawful manner to collect any delinquent amounts owed to the Association.

**Meadowglen Condominium Owners Association  
Collection Policy**

**Effective Date: December 16<sup>th</sup>, 2010**

## MGHOA Rule Updates

2/6/2024 updated	- Multiple spelling/grammar issues were addressed.
6/12/2023 removed	1.1.3 There shall be no loitering or playing behind buildings <del>or in the street.</del>
4/11/2022 update	4.3 Each unit has one (1) designated garage and one (1) designated parking stall in which to park two vehicles. If an owner/resident requires additional parking, they may use visitor parking (or space not designated for their unit) for seventy-five (\$75) dollars per month. Only one additional parking space will be permitted per unit.
4/11/2022 Removed	4.3.1 <del>Limited Supplemental Parking; Owners/residents who have a third vehicle may only utilize street parking...</del>
10/14/2019 Removed	6.1 <del>The cost to rent the Clubhouse for one (1) day is thirty five (\$35) dollars.</del>
6/1/2017 Update	Fine structure updated to include higher tier fines for violations that affect the Health and Safety of Meadowglen Residents. \$250 to \$1000 dollars.
5/1/2017 Update	4.2 All vehicles owned, leased, rented, or used by an owner/resident of a unit at Meadowglen must be registered with the Association, and must display a valid Meadowglen Parking permit (numbered sticker) in the back window of the vehicle.
5/1/2017 Update	4.3 Owner's/resident's vehicles must park in their unit's designated garage or designated parking stall. Using a garage for storage in lieu of parking is not permitted. Owners/residents who have a third vehicle must park that vehicle off the property or are subject the PARKING FEES AND PENALTIES noted at the end of this section.
5/1/2017 Addition	4.3.1 Limited Supplemental Parking; Owners/residents who have a third vehicle may only utilize street surface parking...
5/1/2017 update	4.10 No vehicles on Meadowglen property may be inoperable or unsightly. Such vehicles will incur fines, and after 90 days will be subject to towing.
5/1/2017 Update	4.12 Parking and vehicle violations may be brought to the attention to any Board member, block watch officer, assigned Property Manager, or other person assigned by the Board.
5/1/2017 Update	5.1 Each unit has a "total pet weight" which must not exceed ninety (90) pounds. This limit is the total weight of the domestic pets in the unit.
5/1/2017 Update	5.2 All dogs must be on a leash and in the owner's control when in any of the Common Elements.
5/1/2017 Update	5.3 Pets must reside within the unit. Pets must be kept inside the unit during the night (from sun down to sun up). "Inside" is specified to mean inside the residential unit: outdoor pet kennels and garages are not considered part of the residential unit. Pets must not be left unattended on patios.
5/1/2017 Addition	5.9 Residents who require a service animal must have appropriate documentation on file with the HOA's management company. Appropriate documentation is defined as a signed letter from your doctor or other medical professional who, in their professional capacity, has knowledge about your disability and your need for a reasonable accommodation.  The federal Fair Housing Act defines a service animal as an animal that is a necessary reasonable accommodation for a person with a disability. The resident must have a disability, must request the animal as a reasonable accommodation for that disability, and must be able to show that the animal is necessary because of the resident's disability.
5/1/2017 Addition	5.10 Residents are responsible for the pets of guests who visit their unit; such pets are subject to the same restrictions as resident pets for the given unit.
9/11/2014 Addition	1.8 Owners who choose to rent or lease their unit shall be required to comply with the following;  f) Provide a one hundred (\$100) dollar administrative fee, payable to the Association.
5/12/2014 Addition	3.6 Refrigerator, freezer, space heaters, or similar high wattage household devices shall not be use in any garages. The electrical system that supplies power to the garages is not designed to support the long-term use of such appliances or high wattage devices, and if used could damage the electrical system or result in excessive costs of electricity being charged to the Association.



1/1/2014 Update	<p>2.8 No owner/occupant shall display, hang, store, or use any clothing, sheets, blankets or other articles which in the sole determination of the Board are unsightly or inappropriate, outside the unit, or which may be visible from the exterior of the building. Owners may display holiday decorations with the following restrictions:</p> <ul style="list-style-type: none"> <li>a) Decoration shall be put up no sooner than two weeks prior to the holiday with the exception of Christmas. Christmas decorations can go up as early as the day after Thanksgiving.</li> <li>b) Decorations must be removed no later than two weeks after the date of the holiday.</li> </ul>
1/1/2014 Update	<p>6.4 The Clubhouse is for personal entertaining by owners/occupants of Meadowglen. Income generating events such as sales parties (i.e., Tupperware, Pampered Chef), bazaars, or services provided will be allowed at the sole discretion of the Board of Directors. These events must be hosted by the owner/occupant and cannot be regularly scheduled.</p>
1/1/2013 Addition	<p>1.8 Owners who choose to rent or lease their unit shall be required to comply with the following;</p> <ul style="list-style-type: none"> <li>a) Provide the Board and/or management company a signed lease (rental agreement) between the homeowner and tenant.</li> <li>b) Provide the Board and/or management company with the tenant's contact information.</li> <li>c) Owners shall provide the Board and/or management company their updated contact information and mailing address.</li> <li>d) Provide the tenants with copies of the CC&amp;R's, By-Laws, and Association House Rules prior to moving in.</li> <li>e) Inform the Board and/or management company if there are any changes to the lease agreement and/or occupants.</li> </ul>