



## **SUNRISE MASTER ASSOCIATION**

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### **9.0 Complaint Procedure**

Homeowners are encouraged to solve problems first among themselves whenever possible. If this is not possible, a complaint procedure has been designed to handle Association members' complaints regarding violations of the CC&Rs and/or Sunrise Master Association's (SMA) Rules and Regulations in a timely and efficient manner.

#### **9.1 Register a Complaint**

Complaints must be in writing and delivered either in person, by mail, or by emailing the **NON-COMPLIANCE FORM/NOTICE FOR ACTION TO PROPERTY** form, (See Attachment A), to the SMA Office. Anonymous complaints will not be acted upon. Complaints are handled in a strictly confidential manner. When the SMA receives a complaint, the Managing Agent shall investigate the complaint and make a determination if a violation of the Rules exists. In the event the Managing Agent finds a violation, the Managing Agent shall proceed under Section 9.2 below.

#### **9.2 Administration of Violations**

Following a finding by the Managing Agent that a violation exists, the Managing Agent and the Board shall give notices and impose fines pursuant to this Section 9.2. All fines shall be liens against the property of the homeowner committing the violation.

##### **9.2.1 First Notice of Non-Compliance**

If a violation of the CC&Rs or the Rules and Regulations exists, a Notice of Non-Compliance letter shall be sent by United States Postal Service mail to the homeowner's address and shall be deemed delivered if not returned to sender within five (5) business days. This letter will request compliance with the CC&Rs, Community Standards and/or Rules and Regulations within ten (10) business days of the date of the letter. The letter will also advise that the homeowner may request a hearing before the Board to dispute the violation by submitting a request for hearing in writing to the Managing Agent within the ten (10) business day period described above. This letter will also advise that a Second Notice of Non-Compliance will include a fine pursuant to Section 10.0 below.

If it is found that a modification project has been started or completed without ARC approval, a fine of \$250.00 is automatically assessed as a lien against the property.

##### **9.2.2 Second Notice of Non-Compliance**

If the violation continues past 10 business days and no request for a hearing has been received, or a second violation with the same circumstances occurs within a one-year period (from the date of the First Notice of Non-Compliance), a Second Notice of Non-Compliance letter will be sent via certified mail. A Second Notice of Non-Compliance will include a fine pursuant to Section 10.0 below.

##### **9.2.3 Association Review**

If a homeowner requests a hearing by the Association upon receipt of the Notice of Non-Compliance, the Managing Agent shall proceed as set forth in the Appeal Process below. At the hearing, the homeowner shall present information showing that the alleged violations of the CC&Rs, Community Standards and/or the Rules and Regulations are inaccurate. The homeowner and the Association shall have the opportunity to present and cross-examine witnesses. The Hearing Committee shall give the Board a written decision either confirming or denying the requests of the homeowner regarding the alleged violation of the CC&Rs, Community Standards and/or the Rules and Regulations. If the Board confirms the Hearing Committee's and the Managing Agent's determination that a violation still exists or if no hearing is requested and the violation continues beyond ten (10)

business days after the date of the First Notice of Non-Compliance, the Board shall authorize the Managing Agent to issue the Second Notice of Non-Compliance and a fine pursuant to Section 10.0 below.

#### **9.2.4 Lien Assessment**

Any fine shall become a lien in favor of the Association and against the lot or living unit in question, arising in the same manner as liens under Section 6.7 of the Covenants, Conditions and Restrictions for Sunrise Master Association. Fines will be billed and collected in the same manner as Sunrise Master Association assessments. In the event the violation continues after a fine assessment, the Board will review the situation. The Board may, at that time, initiate legal proceedings to enforce compliance and collection of fines or take action to correct the violation at the homeowner's expense.

#### **10.0 Fine Schedule**

The Board of Directors is authorized to enforce timely assessment payments from owners, compliance with the Sunrise Association CC&Rs, Community Standards and the Rules & Regulations and any other policies enacted in accordance with the governing documents by assessing monetary penalties against owners, their guests, family, and renters who are in violation.

The following Fine Schedule has been adopted by the Board of Directors:

\$500.00	Any unauthorized activity in and/or on Sunrise Master Association common area property, Native Growth Protection Areas (NPGA) or Steep Slope areas, including but not limited to cutting, trimming, removal of vegetation, damage to play structures and/or acts of vandalism, plus any and all related costs to the Association, such as, but not limited to, arborists fees, replacement costs, labor costs, etc.
\$250.00	ARC Violation
\$ 30.00	CC&R or Rules Violation
\$ 30.00/day	Charged per day a violation continues after Second Notice of Violation.
\$ 25.00	Late Fee assessed on delinquent accounts 30 days past due.
\$ 10.00	Administrative Notification Charge on each Delinquency or Demand Notice.
\$ 25.00	NSF Check Fee

All unpaid fines are subject to the Association's Collection Policy.

#### **10.1 Appeal Process**

Any owner receiving a fine who believes no violation occurred may submit a written explanation to the Association Office with a written request for a hearing within 10 business days after the date of the First Notice of Non-compliance. The owner will be given an opportunity to be heard and no fine will be imposed until after the hearing.

The Board shall appoint a Hearing Committee as needed with at least one and no more than five appointees that may be made up of Board Directors, Management staff, impartial homeowners and/or professionals as would be appropriate to the hearing process or matter. The Hearing Committee appointment may be for an ongoing term or a one-time only position.

The hearing date will be set no later than 30 days from the time of an owner's request for a hearing, unless mutually agreed upon by all parties after that date. The complainant and defendant of the hearing issue may bring legal counsel and witnesses to support their testimony. Disclosure of attendees by each party is required at least two (2) business days prior to the hearing.

At Board discretion and appellant's agreement, hearings may be open or closed to the membership, however, only those directly a part of the hearing or approved by the Hearing Committee Chairperson may participate in the hearing.

The Hearing Committee shall give the Board a written decision either confirming or denying the requests of the homeowner regarding the alleged violation of the CC&Rs and/or the Rules and Regulations. If the Board confirms the Hearing Committee's and the Managing Agent's determination that a violation still exists or if no hearing is requested and the violation continues beyond ten (10) business days after the date of the First Notice of Non-Compliance, the Board shall authorize the Managing Agent to issue the Second Notice of Non-Compliance and a fine pursuant to Section 10.0 above.

As provided in Article XI, Section 11.1 of the Covenants, failure of the Association to enforce any governing covenants of SMA shall in no way waive the right of the Association to do so in the future.