

POULSBO PLACE OWNERS ASSOCIATION



RULES AND REGULATIONS

Effective April 1, 2022

Poulsbo Place Owners Association
Rules and Regulations

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**POULSBO PLACE OWNERS ASSOCIATION
RULES AND REGULATIONS**

The Poulsbo Place Owners Association was established to preserve and enhance the resources of Poulsbo Place I. The Association is charged with ensuring the preservation of the open spaces as well as the residential and landscaping design qualities, uniformity and compatibility.

The Covenants, Conditions, Restrictions & Reservations (CC&R's) grant to the Association Board of Directors (the Board) the legal authority to develop and implement Rules and Regulations to ensure compliance with, and enforcement of, all policies and guidelines set forth to maintain the community standards and preserve the vision of the community. This document is designed to assist the members of the Association in complying with the CC&Rs, the Bylaws and other governing documents as approved by the Board relating to compliance with, and enforcement of, community standards.

1. GENERAL

- a) **Residential use.** Poulsbo Place shall be used only for residential, recreational, and related purposes consistent with the CC&Rs. Except as specifically provided in this document, Units shall be used for single-family residential purposes only (along with those business activities allowed herein).

2. VEHICLES

- a) **Unauthorized vehicles.** Commercial vehicles or equipment, recreational vehicles (RVs), golf carts, boats, personal watercraft, trailers, warehoused vehicles or inoperable vehicles may not be kept or stored anywhere in Poulsbo Place except in enclosed garages or in the recreational vehicle storage area as outlined in the CC&R's and in accordance with Section 13 of this document. Parking of RVs in marked spaces or driveways for the purposes of unloading/loading is allowed for up to 48 hours. Under no circumstances will RVs be occupied while parked in Poulsbo Place. Vehicles may not be operated on paths or trails within Poulsbo Place.
- b) **Vehicle condition.** All vehicles parked within Poulsbo Place shall bear current, valid license plates and registration tabs. Vehicles must be in running condition and capable of movement at all times. Vehicles may not be covered with a tarp or other such vehicle cover.

3. PARKING

- a) **Blocking of sidewalks.** Vehicles may not block sidewalks.
- b) **Parking not allowed.** Parking is not allowed in alleys, courtyard driveways or the shared driveways off 1st Avenue, except for loading and unloading purposes, or where permanently marked parking spaces exist.

- c) **Cherry Blossom Loop.** Parking on Cherry Blossom Loop is only for residents of the Cottages and their guests.
- d) **Public streets.** Public streets within the community are subject to the City of Poulsbo parking regulations.
- e) **Non-compliance.** Any vehicle that does not comply with these requirements may be towed at the discretion of the Board and at the owner's expense; the owner may be additionally fined in accordance with the Fining Schedule (PPOA Rules and Regulations Section 17).

4. PETS

- a) **Raising and Breeding.** Raising, breeding or keeping animals, livestock, or poultry of any kind is prohibited.
- b) **Owner control.** Dogs shall be kept under an owner's control whenever outside the house and shall not be left outside unattended.
- c) **Noise.** Pets shall not be allowed to create excessive noise and disturb the peace of neighboring homes.
- d) **Clean up.** Pet owners are responsible for immediately cleaning up all waste from their pets and disposing of it properly. Homeowners who do not pick up after their pets may be fined.

5. GARBAGE CANS AND RECYCLE BINS

- a) **Place out and pick-up.** Garbage cans and recycle bins may be placed out for pick up the afternoon before pick up is scheduled, and must be put away the day of pick up.

6. PROPERTY USE

- a) **Use.** The homes within Poulsbo Place are intended for and restricted to use as single-family or condominium residences only, on an ownership, rental or lease basis.
- b) **Leases and Rentals.** No units shall be leased or rented for a period of less than three months. Owners are responsible for the actions of their tenant(s), and are required to ensure tenants comply with all provisions contained in the governing documents of PPOA. Each Owner shall provide their tenant(s) with the relevant governing documents of the Association.
- c) **Garage sales.** Garage, yard or other similar-type sales are prohibited for individual unit owners. The Association as a whole may hold an annual neighborhood sale at the discretion of the Board

of Directors.

- d) **Trade or Business.** Owner or tenants may operate a business in a Unit as long as the activity is reasonable and is not apparent or detectable by sight, sound, or smell from outside the Unit and the business activity does not generate traffic beyond that normally associated with a single-family residence, thereby creating a nuisance for neighboring homes.
- e) **Garages.** Garage doors will be kept closed at all times except when vehicles enter or exit or for brief, temporary or incidental purposes.

7. EXTERIOR

- a) **Units shall be maintained at all times.** Owners are required to maintain their homes in a clean and sanitary condition. Any portion of a unit, including fencing, that is rusty, dilapidated, displays faded paint, wood rot, shows moss or in any way has fallen into disrepair must be remediated by the Owner in a timely fashion. Moss is to be removed from roofs and fences. Exterior paint and trim are to be maintained.
- b) **Construction, etc.** Construction, erection, or placement of anything permanently, on the outside portions of a house (to include decks, porches, patios and yards) or in common areas, is prohibited, without prior written approval of the Poulsbo Place Architectural Control Committee.
- c) **Outdoor areas / storage.** The Board has the right to require removal of any item found to be offensive, inappropriate or otherwise in conflict with the CC&Rs and Rules. Examples of prohibited items include, but are not limited to:
 - 1. Garbage Cans and Recycling Bins
 - 2. Furniture other than that meant for patio/outdoor use
 - 3. Sports and Play equipment
 - 4. Excessive decorative items
 - 5. Gardening equipment
- d) **Items allowed on decks.** The following are the only items allowed on decks, porches, patios and in yards without approval of the Architectural Committee or Board:
 - 1. Lawn and garden furniture in use and good repair.
 - 2. Flower pots with living plants. Empty flower pots are permitted in the off-season(s) if they are kept in good and attractive condition.
 - 3. Appropriately-sized barbeque grills, etc.
 - 4. Portable firepits
 - 5. Unobtrusive outdoor lighting

8. SIGNS

Except as specifically provided below, no signs, including but not limited to pictures, posters or decals of any kind shall be displayed on or from any unit, yard, window or from the common areas of Poulsbo Place. The Board has the right to remove any signs that violate these rules.

- a) **Real estate signs.** A single sign, professionally manufactured, with only the words "FOR SALE" or "FOR LEASE" and the name and phone number of a contact person. Hand-lettered signs are not allowed. Signs are to be mounted on a professionally-made wooden or metal sign post and installed on the homeowner's property. No flags, balloons or other "eye catchers" are permitted.
- b) **Political signs.** Political signs may be installed on a unit for a local (i.e., school board, etc.), state and national primary or general election, subject to the following restrictions:
 1. Signs must be no larger than 24"x 36", professionally manufactured and mounted on a single wooden stake or wire frame.
 2. There may be only one sign per candidate or issue per unit.
 3. Signs must be placed in the yard area only. Placement of signs on the streets, common area, houses, porches, decks or in windows is prohibited.
 4. Signs may not be installed more than 30 (thirty) days prior to any primary or general election and must be removed within 5 days following the such event.

9. FLOWER BASKETS ON STREET LIGHTS

- a) Owners and tenants may place flower baskets on the street lights located throughout Poulsbo Place. The basket container, chain and floral design must be compatible with those used elsewhere in the city. The owner or tenant must maintain the basket in a living and attractive condition. Waste generated from pruning and clipping baskets must be disposed of immediately.

10. FLAGS AND BANNERS

- a) **Display of the American Flag.** Owners and Tenants may display a single American Flag in accordance with the US Flag Code. Flags can be no larger than 36" x 54." Additional American Flags used as part of a holiday display are allowed, but must comply with ACC Guidelines Section 16(h).
- b) **Other flags and banners.** Flags and banners (other than American flags) no larger than 2' x 3' may be displayed within Poulsbo Place. A holiday/seasonal flag must comply with the requirements of the ACC Guidelines Section 17(h). All flags or banners must be in good condition; i.e., not tattered or faded, etc. The Board reserves the right to require removal of any flag deemed offensive or which does not comply with the requirements of the governing documents.

11. LANDSCAPING

- a) **Limited / Substantial improvement requirements.** In general, owners may make **limited** landscape improvements without the approval of the ACC. Care should be taken to ensure compatibility and uniformity within the community. Substantial changes to landscaping require prior ACC approval.
- b) **Unauthorized landscape modifications in the common areas.** Owners and tenants may not trim, prune or remove any portion of a tree, shrub, or other landscaping feature that is located on another Unit or common area. No trees, shrubbery, plants, or greenery installed and maintained by the Association that are on common or limited common area shall be cut, pruned or tampered with in any way. Owners causing any damage to existing landscaping and or buildings may be responsible for the cost of repair and/or replacement.
- c) **Gardens, etc.** Vegetable gardens, plants, large sunflowers, tomato plants, or other vegetables are generally not approved for areas which are visible from the public streets or community driveways, or in any area where such a garden is clearly not in harmony with the surrounding soft and/or hardscape.
- d) **Bamboo.** Bamboo is allowed only if it is planted in containers.
- e) **Landscaping – Owner responsibility.** Owners who have areas of landscaping for which they are responsible (e.g., enclosed yards or patios, specific flower beds around the home, or areas for which they have opted out of Association maintenance, etc.), are required to maintain those area(s) consistent with community standards. If the owner fails to make replacements or improvements to those areas after reasonable notice, the Board may authorize a landscape contractor to replace or add plants at the owner’s expense.
- f) **Landscaping – Association responsibility.**
 - 1. The Association is responsible for mowing all lawns, weeding and the pruning/shearing of bushes and shrubs in the common areas around the residences.
 - 2. If a homeowner wishes to do their own pruning or shearing, they may opt out by submitting a prune and shear opt out form to the association manager (available at www.poulsboplace.org). If authorized, the owner is required to place a white stake in their front flower bed or near the entrance to the residence. If the property is not maintained at the same, or better, standard as Association landscaping, the Association will resume maintenance.
 - 3. Dead and/or aging plants or shrubs in common areas that are no longer useful or attractive, or create a hazard or nuisance, shall be removed at the Association’s expense.
 - 4. The Association shall replace, if feasible due to location or other considerations, the plants/shrubs removed with like or similar plants/shrubs that are in harmony with the surrounding area, the community as a whole, and appropriate for the location(s).
 - 5. If an owner wishes to replace those plants/shrubs removed by the Association with those of their choosing and at their expense, they must receive prior approval from the Board or

Architectural Control Committee. Replacements must be in harmony with the surrounding area and appropriate for the location(s).

- g) **Water.** Homeowners whose water is used to maintain lawns and flower beds are required to leave the irrigation system on in order to maintain the appearance of the community.

12. PROHIBITED ACTIVITIES

The following are actions or activities that are strictly prohibited within Poulsbo Place I:

- a) **General nuisances.** Owners, tenants or guests may not conduct any activity which emits foul or noxious odors outside the Unit or creates noise or other conditions which disturb the peace or threaten the safety of the occupants of other Units.
- b) **Outdoor burning.** Outside burning of trash, leaves, debris or other materials for the purpose of disposal of those items or others.
- c) **Flyers, stickers, notices, etc. on common mailboxes.**
- d) **Fireworks.** Fireworks of all types are prohibited.
- e) **Dumping.** Dumping of any material is prohibited.
- f) **Hazardous chemicals.** Hazardous chemicals or substances must be stored, used and disposed of in a manner which prevents them from getting into the environment, including soil, streets, storm drains and sewer systems.
- g) **Trash.** All trash, garbage, recyclables and yard waste shall be kept in suitable containers, and shall be stored inside a Unit or garage except on collection days.
- h) **Weapons.** The discharge of firearms and other weapons is prohibited anywhere within Poulsbo Place.

13. RV LOT GUIDELINES AND PROCEDURES

The RV Lot is located on Hamilton Court. There are approximately four parking spaces available for use by unit owners.

- a) The Lot is for storage purposes only.
- b) Available spaces are assigned on a first-come, first-served basis.
- c) One space per household.

- d) Each applicant must submit an RV Space Application and Agreement form to the management company. That form can be found at www.poulsboplace.org.
- e) Assigned parking spaces are for a maximum period of two years, after which the space assignment must be renewed by the user.
- f) No plastic (blue, green, brown, etc.) tarps are allowed, only fitted, canvas or cloth covers, or professionally applied shrink wrap.
- g) RV's must be kept in operable condition and in a neat appearance while in the lot. Extensive repairs are not permitted; however, general light maintenance may be undertaken, e.g. changing a battery, etc.
- h) The Association may require any RV to be removed from the Lot for Lot maintenance. Owners must comply or risk having their vehicle or unit towed at their expense.
- i) Any assigned space that is vacant for 60 (sixty) days shall be considered abandoned unless arrangements are made in advance with the Association.
- j) Poulsbo Place Owners Association and its members shall not be held responsible for loss or damage to vehicles while stored in the RV lot. Owners shall be solely responsible for any damages or losses incurred and for obtaining their own insurance.

14. VIOLATION PROCEDURE INFORMATION

From time to time, the common areas and homes are inspected for violations by management, the Board or a committee, and the owner is notified to make corrections. Violations are also reported to the Association by other residents. Here are the general procedures that are taken with regard to violations:

- a) A Violation of the Rules and Regulations or the Architectural Guidelines is noted by the Association.
- b) A Courtesy Notice is sent to the owner(s) providing the owner 30 (thirty) days to respond, dispute or remedy the situation.
- c) If an owner wishes to dispute the Violation, and/or request a hearing before the Board of Directors, they may do so at that time through the Homeowner response/Appeal Form, which will be included with the Violation Notice.
- d) Every effort will be made for the hearing to be scheduled for the next regular Board meeting.

15. EXEMPTIONS AND VARIANCES

- a) Should a written variance or exemption be granted by the Board of Directors, it shall be incumbent upon the owner to maintain a copy thereof.
- b) Depending upon the nature of the exemption, it may or may not be transferrable to a new owner.
- c) The Board may revoke or amend any exemption or variance granted at any time.

16. COMPLAINTS BY OWNERS AGAINST OTHER OWNERS

- a) If you wish to file a complaint against another owner, please complete the Rules Complaint Form which can be found at www.poulsboplace.org and submit it to the Association Manager.

17. VIOLATION AND FINING SCHEDULE

The following fines may be assessed for non-compliance with the Rules and Regulations and the Architectural Guidelines:

6. First Violation: A Courtesy Notice of Violation will be sent to the owner (see 14(b) above) requesting rectification of the Violation.
7. Second Violation: Upon failure to respond to or rectify the Violation within 30 (thirty) days of the Courtesy Notice, a Fine Warning and Second Notice of Violation will be sent to the owner.
8. Third Violation: Upon failure to respond or rectify the Violation within 30 (thirty) days after the Second Notice and Fine Warning, a Third Notice of Violation and Fine Warning will again be sent to the owner and a fine of \$25.00 (twenty-five dollars and 00/100) may be levied against the owner's assessment account and subject to the Association's adopted Collection Policy.
9. Each subsequent 30 (thirty) days of failure to rectify the Violation, an additional fine of \$25.00 (twenty-five dollars and 00/100) and may levied against the owner's assessment account and subject to the Association's adopted Collection Policy.
10. In the event of continuing violation(s), which results in over 90 (ninety) days of failure to comply, the Association may initiate legal proceedings against the offending owner. If the Association prevails in such action, all costs associated with said action shall be the responsibility of the offending owner and levied against their assessment account and subject to the Association's adopted Collection Policy.
11. The procedures set forth herein shall, in no way, alter or eliminate the Association's enforcement rights and privileges which are set forth in the Association's CC&R's and other related governing documents.