

Hansen Park HOA Board  
Policy and Procedures  
Revised March, 2021

The purpose of this document is to establish policy and procedures in conducting business related decisions undertaken by the HANSEN PARK HOA BOARD; granted under Article IV, “Powers and Duties of Board”, Bylaws Executive summary.

A summary of changes to the Policy and Procedures are noted at the end of this document.

So stated: (1) Maintenance of all common areas. (2) Construction of improvements on or under common areas as it deems will benefit owners. (3) Enforcing all provisions in the Covenants. (4) Promulgation and enforcement of architectural review committee rules and regulations and decisions. (5) Payment of taxes and assessments on common areas within Hansen Park. (6) Provision of services that benefit owners. (7) Procuring and maintaining insurance on all improvements constructed on common areas. (8) Imposition and collection of assessments and penalties. (9) Fixing of fees for use of recreational service facilities within common area. (10) Borrowing of money on behalf of the Association with respect to land owned, leased, or improved by Association, though board will not borrow funds or grant security interest in Association property without prior affirmative vote of majority of owners. (11) Granting of easements along roadways of Hansen Park. (12) Maintaining record of “Acts and Affairs”. (13) Supervising officers, agents, and employees of Association. (14) Keeping maintenance fund and making deposits and payments to fund in manner stated in CCR’s.

It is understood that this document is not a complete representation of all policy and procedure and may be adjusted by the Hansen Park HOA Board as need permits.

### **Policy and Procedures**

- Landscape Maintenance – common areas
- Landscape Repair and Improvements – common areas
- Landscape Maintenance – homeowner/property occupant responsibilities
- Treasure / Funds / Accounting
- Insurance
- Policy for Exploration and Discovery
- Violations
- Community o Structures
- Approved fences
- Flagpoles

**Common Areas:** *“Article 1.1.3 “Common Areas” shall mean the real property (including the improvements and facilities thereon) described as all areas of the Property outside of Lots, including but not limited to roadways, walkways, parking areas, parks, open space buffers and wetlands, if any, shown on the Plat which will be conveyed by the Declarant to the Association and held for common use and enjoyment of the members of the Association, including for*

*purposes of managing stormwater drainage, but shall not include and streets or other areas now or hereafter dedicated for public use. Common areas specifically shall include those Tracts identified on the face of the Plat as common area.”*

From a practical perspective, common areas include all areas outside of the individual property boundaries as defined by the Plat on file with the county for that property and includes landscaped areas, the pond and its adjoining perimeter, and masonry block walls that separate individual properties from common areas (note: any fence structure including masonry block that separates adjoining properties are not common area).

**Landscape Maintenance - Common Areas:** includes all lawn and tree care on common areas and should be provided by a legally licensed business. All services will be provided by the business' trained staff, and the business will be responsible for all payments of wages, worker's compensation insurance, social security tax, employment compensation tax, employer's liability insurance, and satisfy all other requirements of federal, state, and local government with respect to its employees.

Bids:

1. Will be requested September 1 – Due by October 7th for the year following
2. Will be a minimum of three bids, identical in comparison to include:
  - Weekly maintenance Mid-March to Mid-November to include mow, trim, edge, blow sidewalks, debris clean up, empty garbage cans.
  - Turf fertilization and weed control 4 applications year (liquid) 3 applications granular.
  - Shrub bed weed control program – pre-emergent plus 4 applications (liquid)
  - Irrigation system start up -Spring
  - Irrigation system check and adjust -Spring
  - Irrigation system winterization –Fall
  - Shrub/Bush Fertilization –Spring
  - Landscape winter clean-up Jan-Feb
  - Turf aeration –Spring if granular fertilizer –none if liquid
  - Equal monthly billing over 12 months.
  - Shrub and Bush trimming on all plants less than 15' in height. 2X

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3. HOA board may consider recommendation, references, and testimonials in addition to financial bid in awarding of contract.

**Landscape Repair and Improvements – Common Areas:** An Independent Contractor “HOA Handyman” will function on an hourly basis for services rendered and will be retained on a year by year basis. As an Independent Contractor the HOA will not withhold taxes or be subject to workers compensation.

The “HOA Handyman” will submit before the HOA Board all projects with estimated cost for approval by the HOA Board prior to implementing any activity of improvements.

For the purpose of immediate needed repairs to HOA property the board may approve a “Petty Cash” fund be established, the amount not to exceed \$500.00 dollars US currency. The Petty Cash fund will be controlled by the Treasurer and replenished as needed with proper documentation and or receipts.

Example of duties include but are not subject to; sprinkler repair, planting, trimming of bushes (not included in the Landscape and Maintenance Contract), and maintenance of HOA property.

**Landscape Maintenance - Homeowner/Property Occupant Responsibilities:** Section 3.5.2 of the Covenants details the owner/occupant’s responsibilities to maintain the exterior of their property. The guiding principle is noted in the first sentence: “*No Structure shall be permitted to fall into disrepair, and each Structure shall at all times be kept in good conditions and repair.*” Structure means – in addition to the buildings themselves, fences and landscaping. Landscaping maintenance includes:

1. Control of weeds/grass in landscape areas
2. Control of weeds/grass along fence lines visible from the street
3. Maintenance of plant/tree limb growth on the property that impacts use of sidewalks
4. Control of weeds/grass in driveway/pavements/sidewalks in front of the property
5. Snow removal from sidewalks fronting a property (snow removal on sidewalks in common areas is the responsibility of the HOA)
6. Maintenance of fences – see later section on approved fences

7. Post Office boxes: the post office boxes are property of the Post Office. However, maintenance of the immediate surrounding area – typically gravel or stone – is the responsibility of the property occupant on which the mailbox rests.

**Treasurer/ Funds / Accounting** – The HOA will conform to all practices and responsibilities as contained in the Hansen Park HOA Covenants and By Laws. In addition, the following “Best Practices” are suggested:

1. Meet with the bookkeeper at least 2 (two) times per month to sign checks and disperse funds.
2. Treasurer will have access to online banking so as to monitor all financial accounts.
3. Treasurer will archive and maintain all past records and receipts
4. Treasurer will maintain Petty Cash fund of \$500, with proper documentation and receipts.
5. Maintain a Petty Cash log of disbursements, indicating person (s) and reason for expense.
6. Petty Cash log available at the Monthly Board Meeting.
7. Review of Accounts Receivable, Expenditures, and balances at Monthly Board Meeting.

### **Dues and Assessment Collection Policy**

#### **Operating Dues**

- **Due by January 31 of the year it is billed.** Payment plans are available to all homeowners who request them.
- **Statements** will be sent out to all homeowners with unpaid dues on March 1, and on May 1. Both statements will include a letter to the homeowner outlining the collection process so that they are aware of their position and to remind them that payment plans are available.
- **A late fee of \$35.00 will be assessed March 1** n any unpaid accounts not on a payment plan.
- Letters will be sent by **Certified Mail on June 1**, to all delinquent accounts, which are not on a payment plan, reflecting current balances and a \$15.00 fee to cover Certified Mail postage. The homeowner will be advised that a lien will be placed on their property July 1 if the account is not cleared. Homeowners will also be advised that they are responsible for all fees involved in placing and removing liens.
- **Liens will be placed on properties of delinquent accounts on July 1.** The homeowner will be notified and no further attempt is made to collect. Homeowner is responsible for all fees related to placing and removing the lien.

#### **Reserve Assessment**

- **Due by December 31 of the year that it is billed.** Homeowners may make partial payments or pay the full amount at any time through the year as long as the balance is paid in full by December 31. Advance year payments are welcome.

- **On September 1 a courtesy notice** of Reserve balances owed will be mailed out on any outstanding accounts.
- **On January 1 of the following year, a late fee on \$25.00** will be assessed for any unpaid balances not postmarked by December 31 of the year that the assessment is billed.
- Further legal action may be considered for Reserve Balances two or more years in arrears.

**HOA Insurance** – CCR Article 6. “Authority of the Board” Section 6.4.5 Insurance. The CCR requirement for insurance is as follows: Obtain insurance from reputable insurance companies authorized to do business in the 3 State of Washington and maintain in effect any insurance policy the “Board” deems necessary or advisable, including, without limitation the following policies of insurance.

6.4.5.1 – Fire Insurance

6.4.5.2 – Public Liability Insurance (common area) minimum \$1 million per person, and \$1 million per occurrence, and \$ 1 million per occurrence with respect to personal injury or death, and \$1 million per occurrence with respect to property damage.

6.4.5.3 – D&O Insurance –Full coverage of directors’ and officers’ liability insurance with a limit of at least \$250,000.

6.4.5.4 – Other Insurance motor vehicle and workers compensation, or dishonest and malfeasance of conduct with association funds or property.

6.4.5.5 –Trustees

6.4.5.6 – Premiums. Insurance premiums for the above insurance coverage shall be deemed a common expense to be included in the Regular Assessments levied by the Association.

6.4.5.7 – Adjustment of Limits. In its discretion, the board may adjust any minimum insurance limits to reflect the impact of inflation or other changed conditions on the value of the particular coverage required.

As such it would be prudent as a Board of Directors for the Hansen Park HOA to periodically seek reviews of the insurance policies held by the Association. Recommendation a minimum of every two years, to review and assess the insurance needs as per 6.4.5.7.

**Policy for Exploration and Discovery** - As each activity may be unique, the board will have the ability to create a committee of discovery. The committee will be made up of Hansen Park home owner volunteers and consist of at least (3) three members. HOA Board members may but is not required to serve as one of the committee members. A reasonable time (determined by the board) will be specified at the committee’s creation for exploration and discovery.

**Violation Review and Policy** – Violations are recognized within the CCR’s as a means to maintain property consistency throughout the Hansen Park Community. Each violation will be presented to the home owner by reference to the CCR’s. It is understood that each homeowner within Hansen Park has read and accepted the CCR’s as a condition of home ownership. As such the following procedure will be implemented in reference to identified violations and levy action. Violations will be identified as immediately correctable (i.e., moving a trash container, or disabled parked car) and timely correctable (i.e. structures, fences, parking for recreation

vehicles and boats). Certified mail for tracking purposes may be used but is not required. All fees for legal and/or court action resulting from the HOA pursuing compliance with the applicable Covenant are the responsibility of the Homeowner as outlined in Section 8.5 of the Covenants. Violations are defined as follows:

- Immediately Correctable
  1. First Notification in writing and given three (3) days for correctable action.
  2. Second Notification in writing and given two (2) day for correctable action.
  3. Third notification begins legal action at cost incurred until violation is corrected.
- Timely Correctable
  1. First Notification in writing and given 30 days for correctable action.
  2. Second notification in writing and given 14 days for correctable action.
  3. Third notification begins legal action at cost incurred until violation is corrected.
- Repeat Violations
  1. A repeat violation within six (6) months of a violation in writing shall be deemed to be a continuance of the original violation and a second or third Notification shall be issued as appropriate.

**Corrective Assessments** – Per Section 8.5 of the Covenants, the Board may levy a Corrective Assessment against an Owner as remedy to reimburse the Association for costs incurred in bringing the Owner and/or the Owner’s Lot into compliance with the provisions of the governing instruments for the Plat. This shall expressly include the authority to levy assessments against any Owner in violation of any of the requirements imposed on such Lot under this Declaration. Such assessment may be made in an amount up to fifty dollars (\$50.00) per day (or its equivalent value as compared with July 1, 2001 dollars and as adjusted by the Board in its discretion), for each violation which remains uncorrected after thirty (30) days’ written notice is given to such Owner from the Association. The imposition of Corrective Assessments against an Owner may be, in the discretion of the Board, in addition to costs and expenses that may be collected from the Owner as provided for otherwise in this Declaration.

Days 31 - 40: Daily fine is \$20.00 per day

Days 41 - 50: Daily fine is \$30.00 per day

Days 51 - 60: Daily fine is \$40.00 per day

Day 61 and each day thereafter: Daily fine is \$50.00 per day

Violation Review and Policy would offer opportunity for “mitigating” circumstances. The Board will have the authority to waive levy action upon the following conditions.

1. The home owners contact the board upon “First notification” and prior to the “Second notification”.
2. The home owner details “a fix” with an established time frame for compliance with CCR’s.

## Community

### Structures:

Applicable portions of Declaration of Covenants, Conditions, Restrictions, Easements and Reservations (hereinafter referred to as the “Covenants”):

#### ARTICLE 1. DEFINITIONS

- *1.1.18 “Structure” shall mean any building, fence, wall, driveway, walkway, patio, garage, storage shed, carport, mailboxes, swimming pool, rockery, dog run or the like.*

#### ARTICLE 3. CONSTRUCTION ON LOTS AND USE OF LOTS

- *3.1 Uniformity of Use and Appearance: One of the purposes of this Declaration is to assure within the property a uniformity of use and quality of workmanship, materials, design, maintenance, and location of structures with respect to topography and finish grade elevation. It is in the best interests of each Owner that such uniformity of use be maintained as hereinafter provided. Notwithstanding anything herein set forth, the Construction of any Structure shall comply with the more restrictive of either (i) the terms and conditions of this Declaration or (ii) the laws, codes, ordinances, and regulation of any government entity having jurisdiction.*
- **3.2 Submission and Approval of Plans:**
- *3.2.1 Construction. No structure shall be Constructed or caused to be Constructed on any Lot unless the Plans for the Structure have been approved in writing by the Architectural Control Committee (ACC)...*
- *3.2.2 Submission. At least twenty (20) days before commencing Construction of any Structure on any Lot, the Owner and/or Participating Builder shall submit to the ACC two complete sets of detailed building, construction, and specifications and a site plan showing the location of all proposed Structures (the plans, specifications and site plans are individually and collectively referred to herein as the “Plans”).*
- *3.2.3 Approval. The ACC may withhold its approval of a Plan at its discretion based upon, but not limited to, the location of the Structure on the Lot, color scheme, finish, architecture, height, and impact on view or view corridors from another Lot or 5 Lots, appropriateness of the proposed Structure or materials used therein. The ACC desires to always maintain an aesthetically pleasing Plat. In the event that the ACC approves the set of Plans submitted for its review, then such approval shall be in writing, and approval shall be evidenced by written endorsement on such Plans, one copy of which shall be delivered to the owner of the Lot upon which the Structure is to be Constructed and, in any event, if the ACC does not issue written notice of disapproval within twenty (20) days of submission of a complete set of plans, then such Plans shall be deemed to be approved. After delivering its notice of objections to a Lot Owner, the Board shall be entitled to take whatever action the Board deems reasonably appropriate to enforce the provisions of the Declaration, including, without limitation, commencing an action against the Lot Owner.*
- *3.4.2. Siding ...Paints or natural finishes shall be those colors commonly known as earth tones and shades of white...” For purposes of dealing with structure colors (either stucco or approved siding), the HOA uses the definition found in Wikipedia for earth tones: “**Earth***

**tone** is a color scheme that draws from a color palette of browns, tans, greys, greens, oranges, whites, blues and some reds. The colors in an earth tone scheme are muted and flat in an emulation of the natural colors found in dirt, moss, trees and rocks. Many earth tones originate from clay earth pigments, such as umber, ochre, and sienna”.

Policy specific to construction/erection of a shed/out building:

Plans for the construction of any storage shed must be submitted in writing to the Architectural Control Committee (ACC) at least 20 days prior to the planned start of construction. At a minimum, these plans should include a sketch and written description in sufficient detail to allow the ACC to determine the shed design, dimensions and placement on the lot. In addition to Hansen Park Covenant requirements, homeowners are responsible for meeting any City of Kennewick requirements. The following links provide access to city requirements with regards to construction to sheds:

<https://www.go2kennewick.com/DocumentCenter/View/92/Shed-Packet-PDF>

Another link that may be helpful:

[https://library.municode.com/wa/kennewick/codes/code\\_of\\_ordinances](https://library.municode.com/wa/kennewick/codes/code_of_ordinances)

Construction must not begin before the home owner has received written approval from the ACC. The ACC will have 20 days from the date of submission of an acceptable plan to inform the homeowner in writing of its decision; otherwise, the plan is deemed to be approved.

- Storage sheds should be of a reasonable height and match the main structure as closely as possible in architectural style, materials and color. This means similar architectural design, siding, windows, roofing, roof line and paint scheme.
- Prefabricated storage sheds may be allowed at the discretion of the HOA Board/ACC. These sheds are limited to nine feet in height, must closely match the main structure in color and roof design (gable, hip, etc.) and be screened from view by a six foot solid fence.
- Where possible, all storage sheds must be located toward the rear of the property where they are the least visible from adjacent streets and adjoining lots.
- In all cases, the final approval decision rests with HOA Board acting through the ACC.
- In the event that an Owner constructs or places a “Structure” as defined in Article 1.1.18 on a Lot without meeting the Covenant requirements for approval as outlined in Article 3.2.1 and 3.2.3, the Board may take such action as necessary to cause the Owner to remove or modify the “Structure” to comply with the Covenants. Article 8, LIEN AND COLLECTIVE ASSESSMENTS provides legal authority for the Board to levy a corrective assessment against an Owner “...as a remedy to reimburse the Association for costs incurred in bringing the owner and/or the Owner’s Lot into compliance with the governing instruments for the Plat”. Accordingly, the Board will proceed against the home owner for corrective measures and to recover HOA costs of enforcing the corrective measures. HOA costs include attorney costs, court costs and costs of placing a lien on a property.

### **Approved Fences**

### **Applicable Covenants:**

3.5.20 Fences: “... All fences, with the exception of fencing installed by the Declarant in the Common Area, if any, shall conform to the fence design and material approved by the Board...”

1.1.18 Structure: “Structure shall mean any building, fence, wall, driveway...”

3.2 Submission and Approval of Plans: “No structure shall be constructed or caused to be Constructed on any Lot unless the Plans for the Structure have been approved in writing by the Architecture Control Committee (ACC)...”

Policy:

- Approved fences for Hansen Park include the vinyl (typically white or tan in color), masonry block similar to that installed by the Developer in the common areas, resin material that simulates masonry block, cedar vertical board and the open “wrought iron” style similar to that around the perimeter of the pond area. Fence height is limited to six (6) feet. Where a fence is installed as part of a screening device for storage of a trailer, RV, boat, etc., as allowed by the Covenants, the fence material must be solid in order to provide for the necessary screening. In the case of the “wrought iron” style fence, this means that a suitable covering integrated with the primary fencing material must be maintained as an integral part of the fence.
- Fences must be maintained similar to any other structure on the property. Cedar fences present additional challenges as they quickly “weather” with exposure to landscape watering and the summer hot temperatures typical in this area. A “weathered” appearance is not permissible for any part of a cedar fence that is visible from the street. Cedar fences must be treated (i.e., stained) as needed to avoid the “weathered” look. The frequency of this treatment will depend on the degree of “weathering” that has occurred. It is incumbent on property owners/occupants to maintain the cedar fence. The Covenants enforcement aspect of the Board will cite a homeowner/occupant for fences in need of a treatment to bring them back to original installed appearance.

## **Flagpoles**

### **Applicable Covenants:**

3.5.7 Signs and Flagpoles. *No sign of any kind shall be displayed to the public view on or from any Lot without the prior written consent of the Board, except for “For Rent” or “For Sale” signs in a form not prohibited by any rules and regulations of the Board. This Section shall not apply to the Declarant or any Participating Builder. No freestanding flagpole shall be erected upon a Lot without the written approval of the ACC. The display of a flag is permitted, however, if it is hung from a pole bracket mounted on the outside of a Structure or suspended from a roof overhang.*

Policy:

- The HOA Board/Architectural Control Committee (ACC) will consider approving a flagpole of appropriate size and location upon submission of a request to the ACC. The flagpole must be no taller than the main structure (i.e., house located on the property), no larger than three (3) inches in diameter throughout its height and erected for the sole purpose of displaying the American flag. If the flag is displayed after dark, appropriate lighting must be installed.

- A sketch of your lot showing the location and dimensions of the proposed flagpole to include the overall dimensions of the flag to be displayed shall be submitted to the ACC for review/approval.

## **Outside Energy Devices**

### **Applicable Covenants:**

**3.5.16** Outside Energy Devices. *No energy production device, including but not limited to generators of any kind and solar energy devices, shall be constructed or maintained on any Lot without the written approval of the ACC, except for heat pumps that are necessary for heating and cooling of a Structure.*

### **Policy:**

The board does not wish to discourage the use of renewable energy sources. However, the primary concern is with the aesthetic impact such devices may present in the community. The following factors must be addressed:

- Size, color, location, motion, noise and the like.
- Since opinions may vary as to what is objectionable and what is not, the property owner where the device will be located must provide assurance that immediate adjacent neighbors (either side of the property where the device will be located as well as the back side of the property if applicable) with a view of the device must agree that it is not offensive before installation may proceed. An installation that is on the front side/roof of the primary structure is not permitted.
- In all cases, the homeowner/property owner must submit a request to the HOA ACC in advance of any installation that addresses these factors.

### **2021 Revisions:**

- Added language defining the common areas of Hansen Park
- Added Dues and Assessment collection policy
- Added language specifying full range of services provided by the Common Area Maintenance contract
- Added additional language on the duties and responsibilities of the Treasurer
- Added language regarding homeowners/occupants responsibilities to maintain landscaping and appearance on the individual property.