

Hansen Park Monthly Meeting

Meeting Agenda

Feb 13, 2024

7:00 P.M. Zoom Meeting

Type of Meeting: Hansen Park homeowners Association monthly meeting

Meeting Facilitator: President Aaron Beasley

- I. Call to order**
- II. Roll call**
- III. Approval of minutes**
- IV. Visitors - 3 minutes only**, this time is provided to allow citizens the opportunity to bring items to the attention of the HOA board or to express an opinion on an issue. Its purpose is not to provide a venue for debate or for the posing of questions with the expectation of an immediate response. Some questions required consideration by the Council over time, and after a deliberative process with input from a number of different sources; some questions are best directed to the staff members who have access to specific information. Residents' comments will normally be limited to three minutes each by the board president. Those with lengthy messages are invited to summarize their comments and/or submit written information for consideration by the board outside of formal meeting.

V. Consent agenda / None

All items listed under the consent agenda are routine by this HOA and will be enacted by roll call votes as one motion (in the form listed below). There will be no separate discussion of these items. If further discussion is desired by board members or the public, the item may be removed from the consent agenda to the regular agenda and considered separately.

- VI. Committee reports:** Committee reports, due to the long meeting, please keep your reports under 5 minutes.

Joan Lewis - Vice President

Antoinette Fite - Secretary

Shelly Clark – Treasurer

Aaron Beasley – Landscaping

Josh – ACC

Marty – CCR's

Tom Hall - Pond Report

Rachel Moore - Special Events

Welcoming Committee Report - Kristin Crockett

Communications Report - Thom Moore

Security committee - Kevin Lane

All reports will be no longer than five minutes.

- I. Unfinished / Old business: 1. Response letter to automotive company from attorney. 2. Vacancies on HOA board. 3. Letter from the CCR (Marty)**
- II. New Business: 1. Budgeting meeting for dues and reserve fund.**
- III. Welcoming committee letter**
- IV. Bookkeeping position (New)**
- V. Building for rent for meetings versus barn raising a building.**

New rules for monthly meetings

- 1. Committee reports will be no longer than five minutes, if you need more time than that, put it under agenda item.**
- 2. If you want to put something on the agenda for the meeting must be to me by Friday.**
- 3. If any committee member needs to address another member, must come through the Pres. first or the vice president. This is so we have no one's feelings getting hurt.**
- 4. All financial reports should be turned in by Friday. This way I can give it to all members with the agenda.**
- 5. I will try to get the agenda to you by Friday, so you have the weekend to read and study it.**

Thank you, Pres. Aaron Beasley

HP HANSEN PARK

Homeowners Association Meeting Minutes

February 13, 2024

- I. **Call to Order:** Aaron Beasley called the meeting to order at 7:01 pm via Zoom.
- II. **Roll Call:**
 - Board Members: Aaron Beasley, Joan Lewis, Shelley Clark, Joshua Bam, Marty Zizzi, Tracy Dey, Lorna Tukey, Antoinette Fite
- III. **Approval of Minutes:**

The 01/09/24 minutes were presented. MZ moved to approve as written. JL seconded. The minutes were approved.
- IV. **Visitors:** Roxann Shuck would like to know the status of the research into the Adult Family Home that is planning to open soon. She is very concerned about the precedence this may set. AB replied that we met with an attorney, and we are waiting on the summary she is preparing for us to share with the homeowners.
- V. **Consent Agenda:** None
- VI. **Committee Reports:**

V.P.: Joan reported receiving an e-mail from a homeowner with a suggestion for a Halloween event. It was forwarded to Tracy. What is the status of the damaged fence at the pond? TH is not in attendance and the status is currently unknown. Welcome to our new Welcome Committee Chair, Lorna Tukey. Thanks to her for volunteering. She has delivered a couple of baskets already.

Secretary: No report.

Treasurer: Full financial reports included in meeting packet. Checking: \$ 53,434.14. CDs: \$ 156,591.44. Money Market: \$ 137,521.77. YTD Income: \$ 52,679.84. YTD Expenses: 10,908.27.

Households owing \$200 or less: 79. Households owing over \$200: 209. Households owing over \$572: 13. Households owing over \$1000: 10 (most have liens and the others will have liens soon). Households on payment plan: 11.

Landscaping: When the weather is better, we will start repaving the basketball court. We'll also add a garbage can at the park. We received full payment on the wall that was damaged behind the auto repair place. We'll find out the status of the pond fence.

ACC: Received a couple of fence installation requests. They all will match the surrounding neighborhood fences. One approval for a generator, which is straightforward. Would also like the color palette to be reviewed and

hopefully voted on tonight. Aaron replied that it is further down on the agenda.

CCR: Has a draft of the spring letter ready for review. It's 2 pages, front and back. It's filled with general housekeeping reminders. Has decided to only send the one letter (instead of a fall letter also) to keep postage down. Would like to get it out in early April.

Pond: No report.

Events: Hasn't responded yet to the email re: Halloween idea.

Welcome: Lorna expressed thanks to Sharon Atkins who gave her lots of great information which was a huge help. Also thanks to Rosie Wiggerman for partnering with Lorna. They've collected donations (Yogurt Beach; trampoline park, etc) and put together/delivered 4 welcome baskets. Sharon replied that she was glad to help.

Communications: No report.

Security: No report.

VII. Unfinished Business - None

A.

VIII. New Business

A. Dues & Reserves Fund: SC would like to get this committee going in March. The committee will decide how much will be needed going forward.

B. Welcome Committee Letter: JL officially welcomes Lorna as the Welcome Chair. LT has created two documents (welcome letter and info document) with great information for new homeowners. We need to approve it for use. SC moved to approve the letter/welcome packet. JL seconded. Approved. SC let LT know that she can submit receipts to her for reimbursement. She will share the closing list information with her when she receives it.

C. Color Palette for Homes: JB emailed out the color palette document. JL and SC helped a lot. He can also set up a profile for the HOA at Sherwin Williams. JL would like to know how this document will be incorporated into our ACCs? JB states that it will be on the website. JL suggests that wording be added to let people know that the colors can be looked up at Sherwin Williams website. MZ added that the policy may need to be amended. Once we approve this color palette, he will review the policy and propose any necessary revision. JB states he lifted a lot of the language straight from the policy. MZ moved to

accept this palette as the official color choices for homes. SC seconded. Approved.

D. Reserve Study Contract: It's a renewal of the contract with Karen McDonald. It's the same price. We do the 3-year option which costs \$801 per year. JL asks if we can get by with less since we are better established now? Discussion followed regarding how the RCW states that Reserve Study should be done each year and an onsite visit every 3 years. So, we are following the law with this contract. She is easy to work with and her charges are less than other companies. Sharon mentioned she would like to be on the Reserve Committee again. MZ moved to accept this contract. JB seconded. Approved.

E. Zoom Meeting: Understand the Reserve Study – Zoom meeting will be held on March 27th at 7pm. JL will send an email notification to the homeowners. It's a meeting to understand the law in general, regarding Reserves/HOAs.

F. Ken's Auto: This is the towing company involved in the accident that damaged the homeowner's wall. They sent a check for \$3600. We still need to talk with All American Auto to figure out a way to prevent this from happening in the future. This is about the 4th time it's been hit.

Roundtable

Joan: Asked if there are any questions regarding the MailChimp process. AB asks if they sell our info. JL replied with 'no'. The process now will be: LT will send new homeowner information to JL. JL will email them and ask permission to add them to MailChimp. For those who do not give permission, we will have to share information by phone call (if we have their number(s)). We also may have to go door to door. There are about 100 homes without email contact information. LT asks if we send a form with the bill asking for contact information. SC replied 'yes'.

Guest (Mr. Tukey): Does the board have written permission to give email addresses to a 3rd party? JL: Originally it was implied consent. Then a postcard was sent. Then in April 2022 an email was sent with information that we were using MailChimp and asking recipients to reply if they did not want to be added to the master mailing list on MailChimp. Mr. Tukey: You didn't notify residents that MailChimp requires written consent. Gmail and Outlook can be used and do not require 3rd party activity. AB: We will look into this and discontinue use if necessary.

Shelley: Thanks to Joan for volunteering to help while she's out due to surgery.

Adjournment

Marty moved and the meeting was adjourned at 7:55pm.

Submitted and signed: _____

Antoinette Fite, Secretary

Approved and signed: _____

Aaron Beasley, President

11:18 AM
03/05/24
Cash Basis

Hansen Park Homeowners Association
Balance Sheet
As of February 29, 2024

	Feb 29, 24	Feb 28, 23	\$ Change
ASSETS			
Current Assets			
Checking/Savings			
Hapo	156,591.44	106,591.44	50,000.00
Community First Bank	123,732.56	110,410.72	13,321.84
Money Market (Reserve)	163,271.91	126,838.00	36,433.91
Total Checking/Savings	443,595.91	343,840.16	99,755.75
Accounts Receivable			
Accounts Receivable	-589.74	-855.02	265.28
Total Accounts Receivable	-589.74	-855.02	265.28
Total Current Assets	443,006.17	342,985.14	100,021.03
Other Assets			
Accumulated Depreciation	-5,489.72	-5,489.72	0.00
Total Other Assets	-5,489.72	-5,489.72	0.00
TOTAL ASSETS	437,516.45	337,495.42	100,021.03
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Credit Cards			
Card Service - 3309	30.98	23.50	7.48
Card Services - 3317	89.00	90.00	-1.00
Total Credit Cards	119.98	113.50	6.48
Total Current Liabilities	119.98	113.50	6.48
Total Liabilities	119.98	113.50	6.48
Equity			
Retained Earnings	270,322.46	175,379.95	94,942.51
Net Income	167,074.01	162,001.97	5,072.04
Total Equity	437,396.47	337,381.92	100,014.55
TOTAL LIABILITIES & EQUITY	437,516.45	337,495.42	100,021.03

11:24 AM
03/05/24
Cash Basis

Hansen Park Homeowners Association

Profit & Loss Budget vs. Actual

January through February 2024

	Jan - Feb 24	Budget	\$ Over Bud...	% of Budget
Ordinary Income/Expense				
Income				
HOA Dues Income	129,547.05	193,068.00	-63,520.95	67.1%
Title Co Transfer Fees	292.00			
Total Income	129,839.05	193,068.00	-63,228.95	67.3%
Expense				
Bank Service Charges	20.00	50.00	-30.00	40.0%
Business License & Fees	0.00	50.00	-50.00	0.0%
Dues/Subscriptions	0.00	352.00	-352.00	0.0%
HOA Relations & Promotion				
Events	0.00	3,500.00	-3,500.00	0.0%
Welcome Committee	0.00	250.00	-250.00	0.0%
Total HOA Relations & Promotion	0.00	3,750.00	-3,750.00	0.0%
Infrastructure Repairs	0.00	1,500.00	-1,500.00	0.0%
Landscaping				
Groundskeeper - Contract	19,594.26	116,500.00	-96,905.74	16.8%
Groundskeeper - Add'l	-3,462.36	7,000.00	-10,462.36	-49.5%
Playground Maintenance & Design	0.00	1,500.00	-1,500.00	0.0%
Pond Expense	0.00	4,000.00	-4,000.00	0.0%
Snow Removal	0.00	1,000.00	-1,000.00	0.0%
Trees Maintenance Program	0.00	15,500.00	-15,500.00	0.0%
Total Landscaping	16,131.90	145,500.00	-129,368.10	11.1%
Liability Insurance	0.00	3,700.00	-3,700.00	0.0%
Meeting Expenses	173.81	200.00	-26.19	86.9%
Office Supplies	79.34	566.00	-486.66	14.0%
Postage Expense	1.83	1,000.00	-998.17	0.2%
Printing and Reproduction	227.83	1,000.00	-772.17	22.8%
Professional Fees				
Property Management Fees	0.00	5,000.00	-5,000.00	0.0%
Monthly Bookkeeping Service	1,000.00	7,200.00	-6,200.00	13.9%
Annual Audit	0.00	1,800.00	-1,800.00	0.0%
Yearly Tax Preparation	375.00	400.00	-25.00	93.8%
Reserve Study	75.00	800.00	-725.00	9.4%
Legal Fees	0.00	4,000.00	-4,000.00	0.0%
Total Professional Fees	1,450.00	19,200.00	-17,750.00	7.6%
Property Taxes	0.00	1,200.00	-1,200.00	0.0%
Utilities				
Gas and Electric	414.16	3,000.00	-2,585.84	13.8%
Irrigation Assessments	0.00	11,000.00	-11,000.00	0.0%
Total Utilities	414.16	14,000.00	-13,585.84	3.0%
Federal Taxes	80.00	200.00	-120.00	40.0%
Website Maintenance	562.12	800.00	-237.88	70.3%
Total Expense	19,140.99	193,068.00	-173,927.01	9.9%
Net Ordinary Income	110,698.06	0.00	110,698.06	100.0%
Other Income/Expense				
Other Income				
5 Yr Reserve Dues	56,269.00			
MMK Interest Income	106.95			
Total Other Income	56,375.95			
Net Other Income	56,375.95			
Net Income	167,074.01	0.00	167,074.01	100.0%

11:23 AM
03/05/24
Cash Basis

Hansen Park Homeowners Association

Profit & Loss

February 2024

	Feb 24	Feb 23	\$ Change
Ordinary Income/Expense			
Income			
HOA Dues Income	76,856.21	53,867.54	22,988.67
Title Co Transfer Fees	150.00	75.00	75.00
Total Income	77,006.21	53,942.54	23,063.67
Expense			
Bank Service Charges	10.00	0.00	10.00
Business License & Fees	0.00	20.00	-20.00
Landscaping			
Groundskeeper - Contract	9,797.13	10,581.26	-784.13
Groundskeeper - Add'l	-3,551.36	70.00	-3,621.36
Pond Expense	0.00	211.75	-211.75
Total Landscaping	6,245.77	10,863.01	-4,617.24
Postage Expense	0.00	-1.05	1.05
Professional Fees			
Monthly Bookkeeping Service	500.00	500.00	0.00
Yearly Tax Preparation	375.00	0.00	375.00
Reserve Study	75.00	0.00	75.00
Total Professional Fees	950.00	500.00	450.00
Utilities			
Gas and Electric	414.16	6.39	407.77
Total Utilities	414.16	6.39	407.77
Federal Taxes	80.00	0.00	80.00
Website Maintenance	30.98	23.50	7.48
Total Expense	7,730.91	11,411.85	-3,680.94
Net Ordinary Income	69,275.30	42,530.69	26,744.61
Other Income/Expense			
Other Income			
5 Yr Reserve Dues	26,474.00	20,229.00	6,245.00
MMK Interest Income	57.33	34.00	23.33
Total Other Income	26,531.33	20,263.00	6,268.33
Net Other Income	26,531.33	20,263.00	6,268.33
Net Income	95,806.63	62,793.69	33,012.94

Treasurer Report Summary
2024

Account balances	January	February	March	April	May	June	July	August	September	October	November	December
<u>Operations</u>												
Community First Bank - checking	\$ 53,434.14	\$ 123,732.56										
<u>Reserves</u>												
Hapo CU - CD	\$ 156,591.44	\$ 156,591.44										
Community First Bank - Money Market	\$ 137,521.77	\$ 163,271.91										
Sub total reserves	\$ 294,113.21	\$ 319,863.35	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Bank Accounts	\$ 347,547.35	\$ 443,595.91	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<u>Income and Expense Summary</u>												
Dues Income - Operations	\$ 52,679.84	\$ 129,839.05										
YTD Expenses	\$ 10,908.27	\$ 19,140.99										
(Over)/Under	\$ 41,771.57	\$ 110,698.06	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<u>Budget analysis</u>												
Budgeted Expenses 2023	\$ 193,068.00	\$ 193,068.00	\$ 193,068.00	\$ 193,068.00	\$ 193,068.00	\$ 193,068.00	\$ 193,068.00	\$ 193,068.00	\$ 193,068.00	\$ 193,068.00	\$ 193,068.00	\$ 193,068.00
Actual Expenses YTD	\$ 10,908.27	\$ 19,140.99	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amount (over)/under budget	\$ 182,159.73	\$ 173,927.01	\$ 193,068.00	\$ 193,068.00	\$ 193,068.00	\$ 193,068.00	\$ 193,068.00	\$ 193,068.00	\$ 193,068.00	\$ 193,068.00	\$ 193,068.00	\$ 193,068.00
<u>Reserves Collection</u>												
2019 MM Balance & YE Transfers	\$ 72,442.86	\$ 72,442.86										
2020 Reserves Income	\$ 91,692.58	\$ 91,692.58										
2021 Reserves Income	\$ 101,761.36	\$ 101,761.36										
2022 Reserves Income	\$ (93,412.05)	\$ (93,412.05)										
2023 Reserves Income	\$ 88,521.18	\$ 88,521.18										
2024 YTD Reserves Income	\$ 29,795.00	\$ 56,269.00										
2024 Interest	\$ 49.62	\$ 106.95										
2024 Reserves Expense	\$ -	\$ -										
YTD Reserves Income	\$ 261,055.55	\$ 261,112.88	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Dues Collection statistics:

Households \$200 or less	79	105
Households over \$200	209	130
Households over \$572	13	13
Households over \$1000 due	10	10
Households with a payment plan	11	12

Notes:



Hansen Park Homeowner's Association
6855 West Clearwater Ave A101-160
Kennewick, WA 99336
April 1, 2024

Dear Homeowner/Occupant:

This is an annual general informational notice to all homeowners and occupants regarding responsibilities for maintenance of their properties in Hansen Park. The purpose is to ensure all homeowners and occupants are aware of overall responsibilities and information regarding the maintenance of homes and properties. The term "occupants" refers to individuals renting a property.

The foundation for information presented below is the Hansen Park Covenants, Bylaws and Policies. They can be found on the HOA website: hansenparkhoa.com (quicklinks; HOA Governance). The Covenants are founded in Washington State law (Chapter 64.38, RCW). In addition, Kennewick city code may apply. The principal area of the Covenants regarding homeowner/occupant responsibilities is Article 3: Construction on Lots and Use of Lots.

The following is a general summary of responsibilities/activities that homeowners/occupants must follow in accordance with the HOA governing documents. This summary is not exhaustive but reflect subjects that are routinely the source of compliance issues or complaints from homeowners/occupants.

- **Year round:**

- Parking (Covenants: Article 3.5.6):
 - RVs, boats, trailers cannot be parked on the street or Lot for more than 24 hours
 - An exception can be granted for outside visitor's RV with prior contact with the Board member responsible for Covenants enforcement
 - An RV, boat, trailer may be parked on a Lot if screened from view (see limitations in Article 3.5.6)
 - Commercial vehicles cannot be parked overnight on the street or Lot
 - Inoperative vehicles cannot be parked or stored on any Lot or in the street right-of-way for more than 72 hours
- Pets (Covenants: Article 3.5.8):
 - Each owner/occupant of a Lot may keep up to 2 dogs and 3 cats
 - No other animals are permitted to be maintained on a Lot
 - Animal control falls under city code (barking, intrusion onto another property, pet waste) – issues in these areas should be referred to Kennewick Animal Control
- Trash containers/storage (Covenants: Article 3.5.12):
 - Trash containers must be screened from view from the front of the property or stored in the garage
 - Friday is the normal pickup day for trash collection services. Trash containers cannot be positioned at curbside until Thursday PM. Emptied containers should be moved back to screened storage NLT Saturday PM

- Exterior construction activity of any type requires prior review/approval by the Architectural Control Committee (Covenants: Article 3.2.1 through Article 3.2.4)
- **During the “growing” season (April thru September):**
 - Lawn mowing and general landscape maintenance
 - Grass clippings cannot be blown into the street (city code as well as covenants prohibit this)
 - Weed control to include driveway/pavement seams, hardscape areas, curb/sidewalks
 - Tree/shrub maintenance (overhanging/intrusion onto sidewalks)
 - Maintenance of fences (refers primarily to wood fences that require regular re-staining or re-painting)
 - House repainting as required (note: a change in color to include trim colors requires Architectural Control Committee approval)
- **Fall/Winter season:**
 - Leaves on the ground cannot be blown into the street or onto an adjacent Lot
 - Snow/ice removal from sidewalks is a homeowner/occupant responsibility – Kennewick city code mandates the responsibility of the homeowner/occupant to clear snow/ice from sidewalks

The governing documents provide for the HOA enforcement of the Covenants through the application of Article 8.5 Corrective Assessments. The HOA Policies (see quicklinks, HOA Governance on the HOA website) detail the procedures for a corrective assessment against a homeowner/occupant for non-compliance with the Covenants.

Questions regarding the Covenants may be referred to Marty Zizzi, CC&R liaison, at the following email address: mezkdz@aol.com.

Hansen Park Homeowners Association

DRAFT



PERYEA SILVER TAYLOR
A PACIFIC NORTHWEST LAW FIRM

MEMO

DATE: FEBRUARY 22, 2024
TO: BOARD OF DIRECTORS, HANSEN PARK HOMEOWNERS ASSOCIATION
FROM: LAUREN C. OLSON, ATTORNEY
RE: ADULT FAMILY HOMES

(Note: This memo contains no confidential advice or recommendations. Distributing this memo is not intended to, and does not, waive the attorney-client privilege that applies to confidential advice a board receives from a condominium association's general counsel.)

Issue

The Board of Directors of the Association requested an opinion regarding whether the Association has the right to enforce the prohibition of businesses in its Declaration with respect to a Lot containing an adult family home. The Board also requested clarification regarding which provisions, if any, in its governing documents are enforceable against a Lot containing an adult family home.

Executive Summary

The Association may not enforce the prohibition of businesses in its Declaration against a Lot containing an adult family home because adult family homes that are properly operated and licensed are protected by both state statute and federal fair housing laws, which supersede the Association's governing documents.

Specifically, RCW 70.128 states that restrictive covenants may not limit, directly or indirectly: (1) persons with disabilities from living in an adult family home licensed under RCW 70.128; (2) persons and legal entities from operating adult family homes licensed under RCW 70.128, whether for profit or nonprofit, to provide services covered under RCW 70.128. However, this provision also states that it "does not prohibit application of reasonable nondiscriminatory regulation, including but not limited to landscaping standards or regulation of sign location or size, that applies to all residential property subject to the restrictive covenant." These provisions are incorporated into the Washington Homeowners Association Act at RCW 64.38.060. This means that the Association may still take action if there are issues regarding landscaping, signage, garbage, parking and considerations such as those.

Applicable Law

Governing Document Provisions

The most pertinent governing document language here found at Section 3.5.13 of the Association's Declaration. It states in pertinent part:

No trade, craft, business, profession, commercial or manufacturing enterprise or business or commercial activity of any kind, including day schools, nurseries or church schools (except in-home day care for not more than two (2) children, provided that there shall be no external indication of such activity), shall be conducted or permitted on any Lot nor shall goods, equipment, vehicles or materials used in connection therewith, be kept, parked, stored, dismantled or repaired outside of any Lot or any street within the Property.

Declaration Section 3.5.12 further provides:

All trash shall be placed in sanitary containers either buried or screened so as not to be visible from adjoining Structures or streets or roadways. No Lot or any portion thereof shall be used as a dumping ground for trash or rubbish of any kind. Yard rakings, dirt and debris resulting from landscaping work or Construction shall not be dumped onto adjoining lots or streets or roadways. Compost piles may be kept upon the Lots provided they are kept in a clean, neat, odorless and sanitary condition and are screened so as not to be visible from adjoining Structures or streets or roadways.

Declaration Section 3.5.6 also states in pertinent part:

No commercial-type trucks or trailers shall be parked or permitted to remain on any Lot, unless the same is stored or placed in a garage. Campers or other trailers used exclusively for recreational purposes, motorhomes, boats used for recreational purposes or motorcycles may be stored on a Lot, provided that such vehicles on a Lot shall at all times be parked adjacent to the garage portion of each Dwelling, and be screened from view from the street facing a Lot by means of a fence and/or gate that satisfies the requirements of Section 3.5.20 and from the rear and sides of the Lot by arbor vitae or other similar columnar vegetative plant with a minimum height of six (6) feet that is planted in such a manner as to provide as much visual sight screening as possible.

Section 6.2 of the Declaration states that the Board has the power to enforce the provisions of the Declaration for the benefit of the Association and charge back attorneys' fees in the event of non-compliance.

State Statutes

Washington State has specific statutes regarding “adult family homes,” RCW 64.38.060 and RCW 70.128. The findings provision of that statute states: “Restrictive covenants which directly or indirectly restrict or prohibit the use of property for adult family homes (i) are contrary to the public interest served by establishing adult family homes and (ii) discriminate against individuals with disabilities in violation of RCW 49.60.224.”

Under RCW 70.128.010, the term “adult family home”:

Means a residential home in which a person or persons provide personal care, special care, room, and board to more than one but not more than six adults who are not related by blood or marriage to the person or persons providing the services. An adult family home may provide services to up to eight adults upon approval from the department under RCW 70.128.066.

Under RCW 70.128.050, no person may operate or maintain an adult family home without a license. There are serious potential consequences for operating an adult family home without a license. (RCW 70.128.055-.058).

Most importantly, under RCW 70.128.260 (adopted in 2009), restrictive covenants may not limit, directly or indirectly:

- Persons with disabilities from living in an adult family home licensed under RCW 70.128;
- Persons and legal entities from operating adult family homes licensed under RCW 70.128, whether for profit or nonprofit, to provide services covered under RCW 70.128.

However, this provision also states that it “does not prohibit application of reasonable nondiscriminatory regulation, including but not limited to landscaping standards or regulation of sign location or size, that applies to all residential property subject to the restrictive covenant.” These provisions have been incorporated into the Washington Homeowners Association Act at RCW 64.38.060.

Case Law

Prior to the enactment of RCW 64.38.060 and RCW 70.128, Washington courts determined that:

- A foster care home for the elderly was a “business” within the meaning of the restrictive covenant prohibiting the operation of a business, as the owners derived their living from the income received, had employees other than family members, and had depreciated their home on their tax return as a business deduction. (*Hagemann v. Worth*, 1989).

- Homeowners' association was entitled to an injunction to prevent operation of an adult family home business in violation of protective covenant that the property would be used only for single-family residential purposes. (*Mains Farm Homeowners Ass'n v. Worthington*, 1993).

Because of the adoption of RCW 64.38.060 and RCW 70.128, these cases are likely no longer helpful to an effort to prohibit an adult family home.

Federal Laws

Federal fair housing laws apply to homeowners' associations and supersede any conflicting covenants. These laws, generally speaking, prohibit an association from banning group homes due to the protection of disabled persons. Federal law considers drug or alcohol addiction to be a disability, and someone who is in recovery is protected by fair housing laws. Someone who is actively using drugs or alcohol are not protected. A group home acting as a hostel or temporary housing for workers is not protected. Halfway houses for criminal offenders on probation or early release are probably not protected, though the Department of Housing and Urban Development has indicated that discriminating based on criminal record may be a type of indirect discrimination based on race.

Even if a group home is in itself protected, people living there still need to comply with covenants that are not related to the fact that it is a group home, as noted by state statute. These include traffic and parking requirements, prohibitions on excessive noise, unsightly conditions, and maintenance and landscaping requirements. The fact that people are coming and going into the home is not likely an actionable issue. A restriction against unlawful conduct generally or drug use specifically is probably not illegal under fair housing laws.

Analysis

Enforcing Prohibition on Businesses

If the owner of a Lot on which an adult family home is located is in compliance with RCW 70.128, the Association should not enforce the prohibition against businesses against this Lot owner. But this would involve ensuring that no more than six-to-eight residents are living at the home, and that the home is properly licensed. If the home is not in compliance with those requirements, the issue is going to be whether a business is being operated.

If the Association is concerned about whether an adult family home is in compliance with the above requirements, the Association can reach out to the owner directly asking them to provide a description of what is happening with the business and providing a copy of the license and/or reach out to the Department of Social and Health Services to determine whether this home is properly licensed, and to report concerns about the operation of the home. If the home is not properly licensed, DSHS can take the lead in ensuring that the adult family home is being properly operated.

Reasonable Restrictions

As noted above, RCW 64.38.060 and RCW 70.128 do not prohibit application of reasonable nondiscriminatory regulation, including but not limited to landscaping standards or regulation of sign location or size, that apply to all residential property subject to the restrictive covenant. This means that the Association can still enforce its covenants related to landscaping, parking, signage, garbage (quoted above) against a Lot operating as an adult family home as long as these restrictions are the type of restrictions that apply to other homes within the neighborhood and are enforced consistently and uniformly.



PERYEA SILVER TAYLOR
A PACIFIC NORTHWEST LAW FIRM

February 22, 2024

Delivered via certified mail return receipt requested and via email to: kensnwtowing@gmail.com and kensautorescue@frontier.com

Ken Schmidt, Owner
Ken's Northwest Towing
222 E Bruneau Ave #A
Kennewick, WA 99336

Ken Schmidt, Owner
Ken's Auto Rescue
222 E Bruneau Ave #B
Kennewick, WA 99336

**RE: *Hansen Park Homeowners Association
Damage to Fence***

Dear Mr. Schmidt:

This law firm represents the Hansen Park Homeowners Association ("Association"). This letter is being sent to you on behalf of the Board of Directors of the Association ("Board") concerning the damage to the fence ("Fence") located on the Association's common area adjacent to your property, 222 E Bruneau Ave, Kennewick, WA 99336. This issue is negatively affecting the value of the Association's property, and the Association requests that this issue be resolved (as outlined below) on or before March 13, 2024. The Association would prefer to work cooperatively with Kirkland to resolve these issues to achieve voluntary compliance, but it also owes a duty to its owners to act in the best interests of the Association.

Background

The Association is a homeowners association that is comprised of lots and common areas. Common areas are owned by the Association and the Association is required to maintain, repair, and replace the common areas per its governing documents. The Fence in question is located on one of these common areas, which is directly adjacent to and borders your property.

It has come to the Board's attention that on numerous occasions and most recently, in January 2024, that the Fence was damaged by an individual that was parking a truck in your parking lot. Enclosed with this letter are photographs documenting the damage to the Fence. The Association notified you of the damage and you agreed to pay for the Fence repairs. Therefore, the Association obtained an estimate from Artistic Landscaping Services LLC to repair the Fence and provided that estimate to you. Enclosed with this letter is the above-referenced estimate. The total repair estimate was \$3,640.36.

In addition, because of the frequency of damage to the Fence caused by individuals on your property, the Association has proposed that you install a barrier between the Fence and the parking stalls on your property. This will prevent future damage to the Fence. The Association has followed up with you multiple times regarding the status of payment and installation of a barrier but has yet to receive a response and no action has been taken by you to date.

Damage to Adjoining Property

Under Washington law, adjoining landowners, who own lands that share common boundaries, have mutual rights, duties, and liabilities. Subject to this general requirement, a landowner can use his/her property according to his/her will upon the condition that such use will not injure any adjoining landowner's property. The reasonable use of land by an adjoining landowner is determined by considering the circumstances on a case by case basis. A landowner can use his/her property in a manner that can lead to minor inconvenience to his/her neighbor. However, a landowner has no right to cause damage to his/her neighbor's property.

Moreover, the operator of a business owes to a person who has an express or implied invitation to come upon the premises in connection with that business a duty to exercise ordinary care for his/her safety. This includes the exercise of ordinary care to maintain in a reasonably safe condition those portions or the premises that such person has expressly or impliedly invited to use or might reasonably be expected to use. WPI 120.06.01; *McKinnon v. Washington Federal*, 68 Wn.2d 644 (1966).

Washington courts have gone further and held that the owner of property must inspect for dangerous conditions on the premises and to make such repairs, safeguards, or warnings as maybe reasonably necessary for the protection of invitees under the circumstances. See *Tincani v. Inland Empire Zoological Society*, 124 Wn.2d at 139 (1994). As one Washington court stated, this duty of reasonable care includes an "affirmative duty to discover dangerous conditions." *Egede-Nissen v. Crystal Mountain*, 93 Wn.2d. 127, 132 (1980).

For example, if a car accident occurs on your property due to unsafe conditions in your parking lot that you, as the property owner, should have addressed, you could potentially be held responsible under premises liability laws. This liability would depend on the nature of the unsafe condition, whether you knew or should have known about it, and whether it was a foreseeable cause of the accident.

Here, you were aware of the location of the parking stalls in relation to the Fence, you also had knowledge that vehicles had previously backed into the Fence due to a lack of barrier or bumper or signage between the parking stalls and fence, and an invitee's vehicle collided with the fence while backing into the parking stalls on your property. Based on your knowledge of this issue and lack of action you likely would be held responsible for the damage to the fence on the Association's property. Additionally, as an adjacent landowner you owe a duty to the Association to not cause damage to its property and take reasonable measures to prevent damage from occurring. This resulted in damage to the Association's property.

Next Steps

In light of the above, the Association requests that you pay the sum of \$3,640.36 via check addressed to the Association by March 23, 2024, which will be used to repair the Fence. That check can be mailed to: [INSERT RECIPIENT AND MAILING ADDRESS]. The Association also requests that you install a barrier between the parking stalls and the Fence in order to prevent any future damage to the Fence. The Board

2/22/2024

believes this is a more than generous timeline for you to fulfill these requests. If these steps are timely completed, and confirmation is timely provided, the Association will not pursue financial reimbursement for prior damages or other costs incurred to-date.

If these issues are not resolved in a timely manner, the Association may have no choice but to file a lawsuit seeking specific performance and monetary damages incurred by the Association to-date. We sincerely hope that will not be necessary and that we can work collaboratively towards a mutually acceptable resolution.

Thank you for your prompt attention to this matter. If you have any questions about the contents of this letter, or would like to confirm that you have taken the steps as required above, you may email me at lolson@pstlawyers.com. I will respond to the extent directed by the Board.

Sincerely,
PERYEA SILVER TAYLOR

Lauren C. Olson
Attorney for Hansen Park Homeowners Association

Encls. as stated

cc: Board of Directors
Hansen Park Homeowners Association

HANSEN PARK HOMEOWNERS ASSOCIATION

February 22, 2024

Sent via email and US Mail.

RE: Hansen Park Homeowners Association
Adult Family Homes

Dear Hansen Park community members:

Following some owner questions regarding adult family homes operating within the Association, the Board of Directors asked the Association's general counsel to provide an analysis regarding that topic. Enclosed with this letter is a non-confidential memorandum drafted by the Association's general counsel that discusses the relevant laws governing adult family homes and their application to the Association. So long as an adult family home is properly licensed, the applicable federal and state statutes supersede any restrictions in the Association's governing documents regarding operating a business or a home being for a single family.

Washington State has specific statutes regarding "adult family homes," RCW 64.38.060 and RCW 70.128. The finding provision of RCW 70.128 states: "Restrictive covenants which directly or indirectly restrict or prohibit the use of property for adult family homes (i) are contrary to the public interest served by establishing adult family homes and (ii) discriminate against individuals with disabilities in violation of RCW 49.60.224."

Under RCW 70.128.010, the term "adult family home" means a "residential home in which a person or persons provide personal care, special care, room, and board to more than one but not more than six adults who are not related by blood or marriage to the person or persons providing the services." An adult family home may provide services to up to eight adults upon approval from the department under RCW 70.128.066.

However, this provision also states that it "does not prohibit application of reasonable nondiscriminatory regulation, including but not limited to landscaping standards or regulation of sign location or size, that applies to all residential property subject to the restrictive covenant." This means that the Association may still take action if there are issues regarding landscaping, parking, garbage, and things like that.

Thank you in advance for your prompt attention to this matter. If you have any questions about the contents of this letter or would like further clarification regarding the non-confidential memo, please contact the Board President, Aaron Beasley, at beasleyllc9@aol.com.

Sincerely,

Board of Directors
Hansen Park Homeowners Association

Encl. as stated

[Test] ACC Board Vacancy

From: Board of Directors (hansenparkhoa@mail.mailchimpapp.com)

To: beasleyllc9@aol.com

Date: Tuesday, March 5, 2024 at 10:28 AM PST

Attention! ACC Board Vacancy!

We have an urgent need to fill the newly-vacated position of Architectural Control Committee Chairman. This is a voting position and the HOA contact for homeowners to ask questions and/or submit applications for pre-approval of planned changes to the property, use of HOA-approved exterior paint colors, construction etc. that has not yet been started. This would include, but is not limited to, storage sheds, fences and swimming pools. More information can be found on our website: <https://hansenparkhoa.com/index.php/hoa-forms/>. Click on the HOA Policies pgs 7-10, HOA By-Laws pg 7, Covenants pgs 6-12 and Storage Shed Standards.

Experience as an architect or in a related field is helpful but not necessary. All applications are welcomed. We want to fill this position as soon as possible, especially considering the time of year it is. Other Board members are available to help you if needed. If you are interested in applying or would like more information, contact Aaron Beasley, President, at beasleyllc9@aol.com.

Why should you consider joining the Board?

Influence and Shape the Community: As a board member, you will have a direct say in the decision-making process, ensuring that the community's interests and needs are represented and addressed.

Collaborative Problem Solving: Engage in open discussions, contribute your ideas, and work together with other board members to find effective solutions to community challenges.

Enhance Your Leadership Skills: Serving on the board offers valuable opportunities for personal and professional growth. Develop leadership skills, gain experience in governance, and broaden your network within the community.

Have a Lasting Impact: Contribute to the long-term vision and development of our HOA community. Your efforts will shape the neighborhood and improve the quality of life for all residents. We believe that diverse perspectives and talents are the key to a thriving community, and we encourage individuals from all

backgrounds and areas of expertise to consider joining the board. Whether you are an experienced homeowner, a newcomer with fresh ideas, or someone passionate about community development, we welcome your involvement. For more information, attend one of the monthly board members or write: hansenparkhoa@gmail.com.

Copyright © 2024 Hansen Park HOA, All rights reserved.

You are receiving this email because you opted in via our website.

Our mailing address is:

Hansen Park HOA
6855 W Clearwater Ave # A101-160
Kennewick, WA 99336-5011

[Add us to your address book](#)

Want to change how you receive these emails?

You can [update your preferences](#) or [unsubscribe from this list](#).



bookkeeping

From: Kira Miller (kira.j.miller@gmail.com)

To: beasleyllc9@aol.com

Date: Saturday, March 9, 2024 at 11:37 AM PST

Hi Aaron,

My name is Kira and I moved into Hansen Park last fall. My family and I have loved it so far. Teri Miller is my mother in law and she said that you are looking for a part time bookkeeper. I just wanted to reach out and let you know that if Teri decides she isn't going to do the bookkeeping, that I would be very interested in doing it.

Thank you!

Kira Miller

www.photoaffect.net

8016 W. 4th Ave, Kennewick



Property Description

+/- 1,400 sf of available space, located off of 4th avenue in the Hanse Park area. Full service lease, negotiable term. Due to zoning, use will need to be approved by the City.

Offering Summary

Lease Rate:	\$25.00 per SF
Number of Units:	1
Available SF:	1,500 SF
Lot Size:	5.27 Acres
Building Size:	1,410 SF
Zoning	RH

Additional Photos

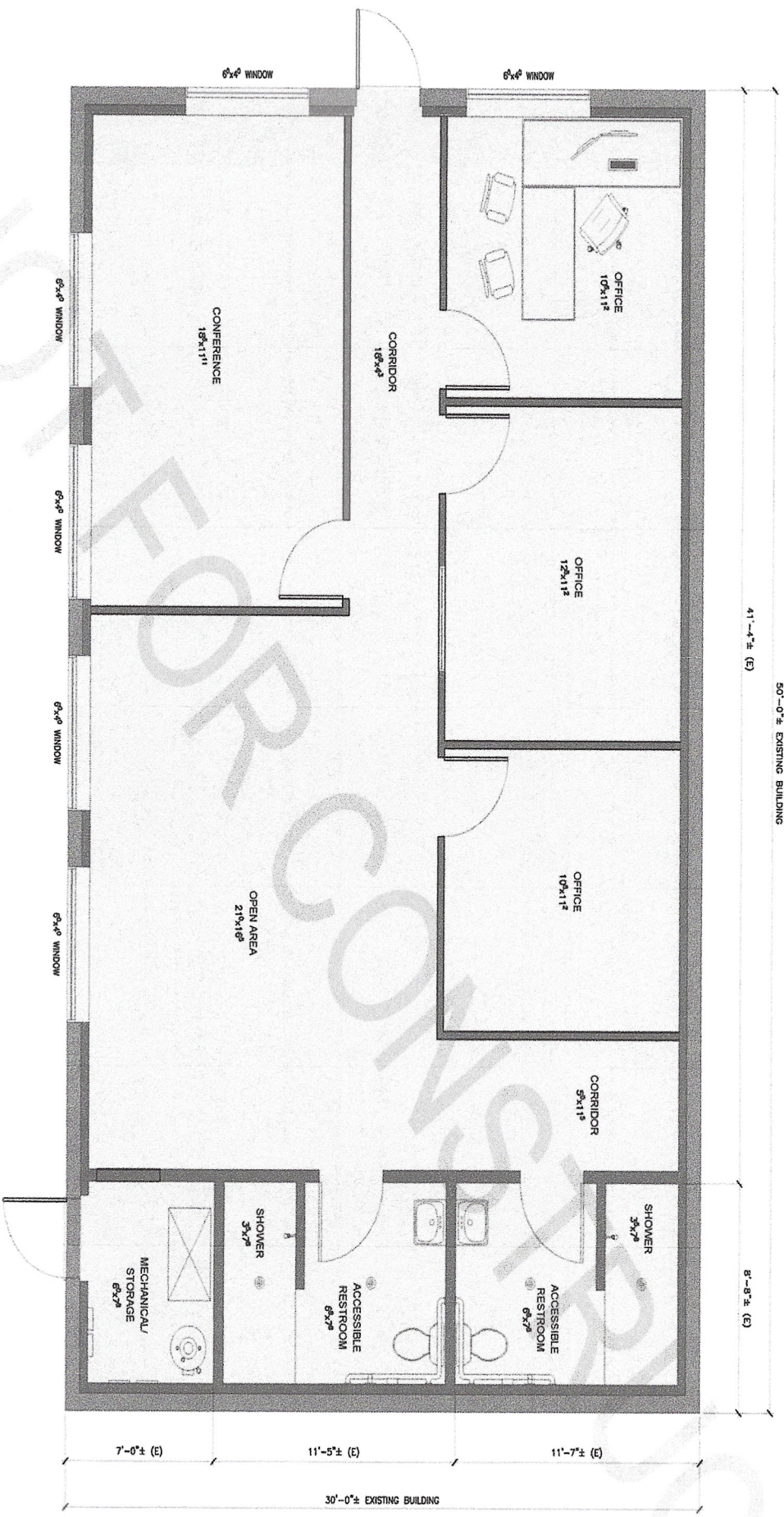


Derrick Stricker CCIM SIOR
509.430.8533
Derrick@StrickerCRE.com

Jazmine Murillo
509.792.0428
jazmine@strickercrcre.com

strickerCRE.com

Proposed Floor Plans




Location Map



Google

Map data ©2023 Imagery ©2023, Airbus, CNES / Airbus,
Maxar Technologies

 STRICKER
CRE

 CCIM

 SIOR

Derrick Stricker CCIM SIOR

509.430.8533

Derrick@StrickerCRE.com

Jazmine Murillo

509.792.0428

jazmine@strickercre.com

strickerCRE.com