

Hansen Park Monthly Meeting

monthly meeting

April 08, 2025

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 – 15 minutes per person, this time is provided to allow citizens 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 to pose 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 several different sources, some questions are best directed to the staff members with access to specific information. The board president will usually limit each resident's comments to three minutes. Those with lengthy messages are invited to summarize their comments and/or submit written information for consideration by the board outside of formal meetings.

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

Ruta Coppeto – Landscaping

Nora Wolfe – ACC

Marty Zizzi– CCR's

Tom Hall - Pond Report

Tracy Dey - Special Events

Lorna Tukey - Welcoming Committee Report

Thom Moore - Communications Report

Security Committee

All reports will be no longer than five minutes.

I. Unfinished / Old Business:

1. CCR review
2. Insurance bids
3. Letter to homeowners for the upcoming year about lawn care and maintenance.
4. Yard sale

New business:

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 the 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 and minutes 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



Aaron e Beasley <beasleyllc9@gmail.com>

material for next board meeting - Revise Covenants Violation policy

1 message

mezkdz@aol.com <mezkdz@aol.com>

Tue, Mar 25, 2025 at 8:05 AM

Reply-To: mezkdz@aol.com

To: beasleyLLC9@gmail.com, fite.antoINETte@gmail.com, joan.lewisvo@gmail.com, lb2key@gmail.com, mezkdz@aol.com, nora@tmthomes.com, vinta321@gmail.com, shelleyprosser@gmail.com, thomas_m_moore@yahoo.com, tnbhall@gmail.com, tmdey21@gmail.com

All:

Attached are documents pertaining to the covenants violation policy for discussion at the next board meeting (April 8):

- current policy (pages 5 and 6)
- draft of a proposed revision to the current Violations policy
- excerpt from the Covenants that addresses Corrective Assessments

A principal issue raised about the current policy is the time between identification of a violation and the imposition of a fine. Rather than address this issue alone, I choose to take a look at the entire policy. I think there are some issues with the current policy so the attached draft attempts to address more than one topic. For example, we use the term "CCRs" and "fines" when the more consistent terms are Covenants and Corrective Assessment. I think we should stay with the language in the document to avoid future legal issue with a homeowner who questions the language in the policy.

If the concern raised by the board is the time factors involved with assessing a "corrective assessment", please take a close look at the language in Article 8.5 of the Covenant language. We cannot change the language in the Covenants without a formal process to amend/change Covenants language.

Please feel free to comment on any of the documents ahead of the board meeting so we can have a fruitful discussion.

marty

3 attachments **current Violation Review Policy.docx**
17K **Covenants - Article 8.docx**
17K **revise Violation Review and Policy.docx**
21K

Violation Review and Policy – Violations are recognized within the Declaration of Covenants, Conditions, Restrictions, Easements and Reservations – here on referred to collectively as the Covenants – as a means to maintain properties throughout the Hansen Park Community. A violation of any of the requirements imposed by the Covenants will be presented to the home owner in writing with a specific reference to the Covenants. It is understood that each homeowner within Hansen Park has read and accepted the requirement to adhere to the Covenants as a condition of home ownership.

The Covenants – specifically Section 8.5 – authorizes the Board to levy a Corrective Assessment (i.e., a “fine”) on a Lot (i.e., a property) for a violation of a specific aspect of the Covenants. As such the following procedure will be implemented in reference to identified violations and a subsequent levy of a corrective assessment. A violation will be identified as immediately correctable (e.g., proper storage of a trash container, RV/trailer/boat parking) and timely correctable (e.g., structures, maintenance of landscaping). 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 initiates a corrective assessment on a per day basis commencing on the date of initial notification until the 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 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, at the discretion of the Board, in addition to costs and expenses that may be collected from the Owner as provided for in the Covenants. Below is the schedule of

Days 31 - 40: Corrective Assessment is \$20.00 per day

Days 41 - 50: Corrective Assessment is \$30.00 per day

Days 51 - 60: Corrective Assessment is \$40.00 per day

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

Violation Review and Policy will offer opportunity for mitigating circumstances. The Board has the authority to waive levy action upon one or more of the following conditions:

1. The home owners contact the board upon second notification (“Notice to Correct”).
2. The home owner details “a fix” with an established time frame for compliance with the Covenants.

ARTICLE 8. LIEN AND COLLECTION OF ASSESSMENTS

8.1 Assessments Are a Lien: Priority. All unpaid sums assessed by the Association for the share of the common expenses chargeable to any Lot and any sums specially assessed to any Lot under the authority of this Declaration shall constitute a lien on the Lot and all its appurtenances from the date the assessment becomes due and until fully paid. The lien for such unpaid assessments shall be subordinate to tax liens on the Lot in favor of any assessing unit and/or special district, and to all sums unpaid on all First Mortgages of record, but, to the extent permitted by applicable law, shall have priority over all other liens against the Lot. A First Mortgagee that obtains possession through a Mortgage foreclosure or deed of trust sale, or by taking a deed in lieu of foreclosure or sale, or a purchaser at a foreclosure sale, shall take the Lot free of any claims for the share of common expenses or assessments by the Association chargeable to the Lot which became due before such possession, but will be liable for the common expenses and assessments that accrue after the taking of possession. The Lot's past-due share of common expenses or assessments shall become new common expenses chargeable to all of the Lot owners, including the Mortgagee or foreclosure sale purchaser and their successors and assigns, in proportion to the number of Lots owned by each of them. Notwithstanding any of the foregoing, however, the Owner and the real estate contract purchaser shall continue to be personally liable for past due assessments as provided in Section 8.3. For purposes of this Section, "Mortgage" does not include a real estate contract and "Mortgagee" does not include the vendor or the assignee or designee of a vendor of a real estate contract.

8.2 Lien May be Foreclosed. The lien for delinquent assessments may be foreclosed by suit by the Board, acting on behalf of the Association, in like manner as the foreclosure of a mortgage of real property. The Board, acting on behalf of the Association, shall have the power to bid in the Lot at the foreclosure sale, and to acquire and hold, lease, mortgage and convey the same.

8.3 Assessments are Personal Obligations. In addition to constituting a lien on the Lot, all sums assessed by Association chargeable to any Lot together with interest, late charges, costs and attorneys' fees in the event of delinquency, shall be the joint and several personal obligations of the Owner and any contract purchaser of the Lot when the assessment is made and their grantees. Suit to recover personal judgment for any delinquent assessments shall be maintainable without foreclosing or waiving the liens securing them.

8.4 Late Charges and Interest on Delinquent Assessments. The Board may from time to time establish late charges and a rate of interest to be charged on assessments delinquent for a period of more than ten (10) days after the date when due. In the absence of another established, nonusurious rate, delinquent assessments shall bear interest at the rate of eighteen percent (18%) per annum. If an installment on an assessment against a

Lot is not paid when due, the Board may elect to declare the entire assessments against the Lot for the remainder of the fiscal year to be immediately due and payable.

8.5 Corrective Assessments. Notwithstanding the above provisions with respect to assessments, the Board may 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 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 the costs and expenses that may be collected from the Owner as provided for otherwise in this Declaration.

8.6 Remedies Cumulative. The remedies provided herein are cumulative and the Board may pursue them, and any other remedies that may be available under law although not expressed herein, either concurrently or in any order.

8.7 No Avoidance of Assessment. No Owner may avoid or escape liability for assessments provided for herein by abandoning his or her Lot.

ARTICLE 9. FAILURE OF BOARD TO INSIST ON STRICT PERFORMANCE NO WAIVIER

The failure of the Board in any instance to insist upon the strict compliance with this Declaration or rules and regulations of the Association, or to exercise any right contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of any term, covenant, condition or restriction. The receipt by the Board of payment of any assessment from an Owner, with knowledge of any breach by the Owner, shall not be a waiver of the breach. No waiver by the Board of any requirement shall be effective unless expressed in writing and signed for the Board.

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.

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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.



AMERICAN FAMILY INSURANCE COMPANY
 1950 KEENE RD BLDG N
 RICHLAND WA 99352-7754

AmFam.com

1-800-MY AMFAM (692-6326)

February 11, 2025

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HANSEN PARK HOMEOWNERS ASSOCIATION
 6855 W CLEARWATER AVE # A101-160
 KENNEWICK WA 99336-5011

Regarding your Commercial Liability Umbrella Policy

Nonrenewal notice

Your policy will be nonrenewed on May 9, 2025

Policy number	Nonrenewal date
91004-82070-49	5/9/2025

American Family Insurance is committed to ensuring our customers' coverage accurately reflects their current situation. With this in mind, we regularly review all accounts for continued eligibility and other factors.

After a recent review of your account, we have determined that your current policy is no longer eligible for coverage with American Family Insurance Company. Your coverage will end at 12:01 a.m. standard time on May 9, 2025.

This decision is based on the following information:

- Your supporting liability policy has recently been nonrenewed. Therefore, your current umbrella policy is no longer offered and will be nonrenewed as of the expiration date listed above. Please ensure that you have found coverage elsewhere by your nonrenewal date to avoid coverage interruption for your business.

Next steps

This nonrenewal only applies to this specific policy.

Premium information

Since this action is occurring at the end of the policy period, no refund is due.

Your agent has been notified of this decision. If you have questions about this notice, please contact us at 1-800-MY AMFAM (1-800-692-6326) Ext. 76000.

American Family Insurance Company
 1-800-MY AMFAM (1-800-692-6326) Ext. 76000

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