

**MILL CREEK COMMUNITY ASSOCIATION
COVENANT COMMITTEE GUIDELINES**

COMMITTEE CHARTER

Pursuant to the authority granted by Washington State RCW 24.03, and by Article VIII of the Restrictive Covenants, the Board of Directors authorizes a standing Covenant Committee.

The Committee's purpose is to assist the membership in covenant clarification and enforcement in keeping with MCCA's purpose to maintain and enhance property values. The Committee does this by:

- 1) Being knowledgeable about the Covenants and clarification resolutions adopted by the Board of Directors.
- 2) Working directly with the membership, through (but not limited to) the newsletter and new resident packet, continually educating them to the benefits of voluntary compliance.
- 3) Acting as a Board of Appeals should a decision that a violation exists be questioned.
- 4) Recommending enforcement actions beyond the current Board approved procedures as necessary.
- 5) Verifying the existence of reported violations and reporting blatant violations to the Association offices.

Further, all committees of the Board shall operate within the following guidelines:

- 1) Committee members must be approved by the Board of Directors. Persons recommended by the committee fill vacancies. Committee members shall act in accordance with the Covenants and Board adopted policies, at all times.
- 2) The committee shall work closely with the Administrator, channeling instructions for contractors and employees and recommendations to the Board through that office.
- 3) The committee will keep a record of its actions in the form of minutes that are provided to the Board of Directors and will provide a verbal summary of its activity at the Board of Directors monthly meeting.
- 4) The committee will recommend all actions involving expenditures to the Board of Directors for approval.
- 5) The committee will advise the Board of any changes that may be necessary to the procedures or the functioning of the committee.

COMMITTEE MEMBER ROLES

Chairman: Meets with Administrator to prepare meeting agenda approximately one week prior to each meeting. Calls meetings to order, keeps committee on agenda and on topic. Also appoints committee members to specific projects.

Vice-Chairman: Acts on behalf of chairman as necessary.

Secretary: Makes a written record (minutes) of business conducted at meetings, to include:

Date & time called to order and by whom.
Those present.

Adjustment, if any, and approval of last meeting's minutes.
Projects assigned, to whom, and when results are needed.
Brief summary of discussions leading up to decisions.
Any items voted on and results, including names of those dissenting or abstaining and reason.
Recommendations to Board and/or staff.
Time adjourned.

Board Liaison: Attends Board of Directors monthly meetings. Provides Board with a verbal summary of committee actions, responds to Board inquiries, requests Board direction, etc. on behalf of the committee.

MillStream Liaison: Writes pro-active educational articles for community newsletter, the *MillStream*. Anticipates seasonal issues, i.e., painting, landscaping, etc., and works to educate membership to value of covenants designed to protect property values in advance of problems. Articles submitted to the Association office by the second Friday of odd numbered months, unless another specific deadline is provided by the Administrator.

MEETINGS

The Covenant Committee will meet once a month, prior to the Board of Directors meeting.

Duties

- 1) The committee shall consist of 6-8 members appointed to a 3-year renewable term.
- 2) It is important that committee members attend monthly meeting. If a member has three or more absences in a year, it could result in dismissal from the committee.
- 3) The chairman serves for two years. (Co-chairman does not necessarily become the next chairman.)
- 4) Committee members will complete inspections in a timely manner (one-week maximum) reporting on proper forms. Committee members shall also report observed violations on the appropriate form.

The Covenant Committee and the Board of Directors will, from time to time, set policies in an attempt to clarify the original intent of the recorded restrictive covenants. Policies are published in the Millstream.

- Holiday decorations may be installed no earlier than Thanksgiving weekend and must be removed by January 31.

The following sections of the Restrictive Covenants of the Mill Creek Community Association deal directly with the establishment, powers and policies of the Covenant Committee.

ARTICLE VII
RESTRICTIONS ON CONSTRUCTION, MAINTENANCE AND IMPROVEMENTS

7.1 Use Restrictions: The following restrictions shall be applicable to the use of any property subject to this Declaration:

7.1.1 No animal or fowls shall be raised, kept or permitted upon the properties or any part thereof, excepting only domestic dogs or cats, not to exceed a total of three (3), and excepting caged pet birds kept within the dwelling house, provided said dogs, cats and pet birds are not permitted to run at large and are not kept, bred or raised for commercial purposes.

7.1.2 No part of the properties shall be used for the purpose of exploring for, taking therefrom or producing therefrom gas, oil or other hydrocarbon substances.

7.1.3 No noxious or offensive activity shall be carried on upon the properties or any part thereof, nor shall anything be done or maintained thereon, which may be or become an annoyance or nuisance to the neighborhood or detract from its value as a high-class residential district. Prohibited activity shall include, without limitation:

YARD MAINTENANCE:

- improperly maintained yards, including mowing, fertilizing, watering, edging, and weeding (to include all areas within the property line)
- failure to maintain trees and shrubs, including trimming and watering to retain a landscaped appearance.
- failure to remove weeds, errant grass, dead vegetation, etc. from landscaping
- failure to remove dead trees.
- tree stumps, left intact, to be aesthetically incorporated into landscaping plans.

FENCES AND PAINTED SURFACES

- failure to replace rotted posts and/or defective boards
- failure to replace or reattach loose boards
- failure to clean and/or replace discolored, aged or raw wood
- failure to maintain painted surfaces that have become water stained, peeled or blistered, faded, uneven, blotched or weathered.

SPORTS EQUIPMENT, SURFACES

- failure to maintain equipment, sports court surfaces, swimming pools, basketball hoops, etc. in proper working order and acceptable in appearance.

CORDWOOD AND STORED ITEMS

- storage of cordwood in any area visible from street view.
- storage of debris, lawnmowers and mechanical equipment, discarded items directly in view from street and neighboring properties (i.e. in view from front/side windows).

PAVED SURFACES, DRIVEWAYS, ETC.

- failure to keep driveways, patios, sidewalks, etc. clean of debris and/or moss and mildew growth
- failure to keep roofs and gutters cleaned and/or treated for moss and plant growth.

7.1.4 It shall be the duty of the owner or occupant of any building site to improve and maintain in proper condition the area between the property line of said building site and the nearest curb or improvement street, including installing and maintaining parking bays within said area. The following restrictions apply to vehicles and recreational vehicles:

VEHICLES

- vehicles, commercially licensed or not, bearing visible work-related equipment and/or apparatus for attachment of work related equipment shall not be parked or stored in the driveway or on the properties
- vehicles with logos, advertising, or wording other than those of the car manufacturer shall not be parked or stored in the driveway or on the properties

- vehicles loaded with trees, trash or debris shall not remain parked or stored in the driveways or on the Properties
- unmaintained, damaged, neglected or rusted vehicles shall not be parked or stored in the driveways or on the Properties
- Vehicles parked or stored in the driveways or on the properties shall not be covered or shielded with covers of any kind including but not limited to custom fit covers, weather shield covers, form-fitting covers or tarps of any size or material.

RECREATIONAL VEHICLES

- Permitted 24 hours before and 24 hours after a trip, for loading and unloading purposes on an occasional basis. “Occasional” has been defined as two times per month. Security is to be notified.

BOATS, CAMPER TOPS, TRAILERS, ETC.

- parking and/or storage of boats, trailers, camper tops, etc. in any area of the property visible from streets, neighboring properties, recreational areas or common areas is prohibited.

7.1.5 No owner or occupant shall remove or significantly alter any tree in any street, right-of-way, park or recreational area or other part of the common properties or properties unless permission in writing is first granted by the Association.

7.1.6 No garbage, refuse or rubbish shall be deposited or kept on any lot or building unit except in a suitable container. Loose garden trash that is required to be placed at a designated point in order to be collected may be placed and kept at such designated point for periods not to exceed twenty-four (24) hours. All areas and equipment for storage and disposal of such materials shall be kept in a clean and sanitary condition. The following rules apply to the collection and storage of garbage, yardwaste and recycling materials:

- containers for storage of trash, yardwaste, recycling, etc. are to be stored in an area not directly in view from street and neighboring properties
- containers are to be returned to the storage site within 24 hours of pickup and stored properly between pickup days.
- containers are to be emptied on a routine basis to avoid health and safety concerns.

7.1.7 Grading, clearing, removal or cutting of natural vegetation and/or stumps shall not be permitted without prior written approval of the Architectural Control Committee.

7.1.8 At the time the certificate of occupancy is issued, it shall be the duty of the owner or occupant of any building on private property to connect all roof drains and area storm drains on this property to the public or primary storm sewer system unless the Architectural Committee deems such connections to be unnecessary. Exposed curb connections should be screened from public view.

7.1.9 It shall be the duty of the owner of any building site to landscape his property within one year from the date of final building inspection or within six months of first occupancy of the structure, whichever occurs first. This includes the entire property (front, back, and side yards) and may include grass, plantings, shrubs, trees, rocks, ivy, bark, chips, etc. Exposed dirt is not acceptable.

ARTICLE VIII
COMMITTEE

8.2 **Covenant Committee:** The Board of Directors may appoint such other committees as it, in its discretion, deems necessary to assist in the operation of the affairs of the Association including and without limitation...

ARTICLE IX
RESTRICTIONS ON CONSTRUCTION, MAINTENANCE AND IMPROVEMENTS

9.1 Restrictions: The following restrictions are applicable to construction, maintenance and improvements on all the residential properties;

9.1.1 No fence, hedge, wall or other structures shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, color, materials and location of the same have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Committee.

9.1.2 All roofing material shall be limited to either cedar shakes, cedar shingles, earth-tone concrete tile, flat roofs with asphalt materials shielded from public view, or such other materials as the Board may from time to time designate by rule as being appropriate. All proposed installations of roofing materials shall be approved in writing by the Committee prior to construction.

9.1.3 All driveways and parking bays shall be constructed of concrete or concrete aggregate unless written approval for other materials is granted by the Architectural Control Committee.

9.1.4 The location, color, size, design, lettering and other particulars of mail or paper delivery boxes shall be subject to approval of the Committee.

9.1.5 No sign or other advertising device of any character shall be erected on any Lot or building site or maintained upon any part of the properties except one sign not larger than eighteen inches by twenty-four (18" x 24") inches advertising the Lot or building site or sale or for rent by the building of the improvements on such property or the owner or his agent.

9.1.6 The Association shall regulate the placement, installation, and use of all outside aerials, antennas, and satellite dish antennas. Prior written approval by the Architectural Control Committee ("ACC") shall be required prior to the placement or installation of any aerial, antenna, or satellite dish antenna upon any property governed by the MCCA. All written requests for the placement and installation of any aerial, antenna, or satellite dish antenna upon any property governed by the MCCA shall include a detailed diagram of the dimensions of the aerial, antenna, or satellite dish antenna and the proposed location of the placement or installation of the aerial, antenna, or satellite dish antenna. Approval by the ACC of any proposed placement or installation shall be conditioned upon compliance with the following guidelines, including any such guidelines as may hereafter be adopted by the Architectural Control Committee. **All outside radio aerials/antennas, as well as satellite dish antennas greater than 39 inches in length or diameter, are prohibited.** Satellite dish antennas may be located below eaves, chimneys, or on a ground-level pedestal. Poles or masts may be used to mount aerials, antennas, or satellite dish antennas provided the same do not rise more than 12 feet above the upper-most level of the roof itself. Poles or masts must be secured with at least 4 guide wires. No pole or mast will be permitted within 15 feet of any power lines. Aerials, antennas, or satellite dish antennas shall under no circumstances be mounted on trees. Brightly-colored aerials, antennas, or satellite dish antennas are prohibited; neutral gray colors and colors matching the building to which aerials, antennas, or satellite dish antennas are to be attached are permitted. The ACC shall work closely with the submitting member in an attempt to ensure that the location for installation is the best possible for reception, while minimizing impact to the common areas and neighboring properties.

9.17 No outdoor overhead wire or service drop for the distribution of electric energy or for telecommunication purposes nor any pole, tower or other structure supporting said outdoor overhead wires shall be erected, placed or maintained within the properties. All purchasers of Lots within the properties, their heirs, successors and assigns shall use underground service wires to connect their premises and the structures built thereon to the underground electric or telephone utility facilities.

9.1.8 Heat pumps, propane tanks, solar devices, chimney flues, hot tub pumps and similar exposed mechanical equipment shall be aesthetically concealed from view on all sides and shall be shielded in such a manner to minimize noise and safety impacts.

9.1.9 No home with the same structural facade shall be repeated on the same street without permission of the Architectural Control Committee.

9.1.10 No chain link or similar metal fences or metal dog pens shall be allowed on the properties. All fences and dog pens facing common property or street frontages shall have natural landscaping to conceal the fence or dog pen.

Notwithstanding the above, the Board of Directors shall have the right to approve and arrange for the installation of chain link fencing around detention ponds located on Association property. Installation of chain link fencing around detention ponds shall in no way establish any right in favor of an owner to use or otherwise erect chain link fencing on the owner's property.

9.2 Right of Entry of Association Representative: Any agent or officer of the Association may at any reasonable pre-determined hour or hours upon twenty-four (24) hours notice during construction or exterior remodeling, enter and inspect any of said property as to its maintenance or improvements to determine if there has been compliance with the provisions hereof. The Association; and any agent or officer thereof shall not thereby be deemed guilty of any manner of trespass for such entry or inspection.

9.3 Evidence of Compliance with Restrictions: Records of the Association with respect to compliance with the provisions of this Declaration shall be conclusive evidence as to all matters shown by such records. After the expiration of six (6) months following the completion of any approved construction, addition, alteration or change to any building on a building site, in the absence of any notice to comply or in the absence of any suit to enjoin such work or to force compliance by change or removal of such work within said period, then and in that event said structure work, improvement or alteration shall be deemed to be in compliance with the provisions of this Declaration.

ARTICLE X MAINTENANCE OBLIGATIONS OF OWNER

10.1 Vacant Lots: It is the intent of these restrictions that vacant lots be maintained in a reasonably presentable condition. Therefore, the Association shall have the right at all times to enter upon any lot or building site that is vacant and unplanted or untended by the owner, after reasonable notice to the owner, to remove debris, weeds or other waste material and to trim, cut back, remove if damaged or dead, plant, cultivate and/or maintain hedges, trees, shrubs, plants or lawns without the permission of the owner and to charge the expense thereof to the owner as an assessment. The Association shall have the rights with respect to such assessment as set forth in Article VI as to annual and special assessments.

10.2 Owner's Obligation to Maintain Planting: Where the Association has permitted an owner to plant a portion of the common properties abutting the owner's property in accordance with the owner's landscaping plan, as approved in writing by the Committee, the owner shall thenceforth be obligated to maintain the landscaping of such portion of the common properties or parking bays thereon shall give the Association a right upon reasonable notice to the owner to maintain such areas of the common properties and to charge the expense thereof to the owner as an assessment to be collected in the manner provided in Article VI.

10.3 Reasonable Notice: "Reasonable notice", as that term is used in this Article, shall mean mailing by certified mail to the last known address of the owner shown on the books of the Association not less than ten (10) days before entry on such owner's property is made or maintenance of such landscaping is undertaken pursuant to Section 10.2.

ARTICLE XI
ERECTION OF SIGNS OR STRUCTURES BY DECLARANT

11.1 Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarant or its duly authorized agent of structures or signs for the conduct of its business in connection with or upon the properties while the same or any part thereof is owned by Declarant.

ARTICLE XII
GENERAL PROVISIONS

12.1 Duration: Covenants and restrictions of this Declaration shall run with and bind the land and shall insure to the benefit of and be enforceable by the Association or the owner of any building site or living units subject to this Declaration, their respective legal representatives, heirs, successors and assigns in perpetuity. The covenants and restrictions of this Declaration may be amended as herein provided. No change of conditions or circumstances shall operate to amend any of the provisions of this Declaration which may be amended only in the manner provided herein.

Except for provisions relating to voting rights of members, limitations on the amount of assessments or annual charges and rights of members in common areas, none of which may be changed if more than thirty-three and one-third (33 $\frac{1}{3}$ %) percent of the members of the Association entitled to vote thereon cast their vote against the change, any of the covenants herein contained may be amended and/or new covenants affecting the Development may be created by the filing of an appropriate document in the Office of the Auditor of Snohomish County, or other proper recording office. An amendment to the Declaration executed and acknowledged by the proper officers of the Association shall set forth substantially the following provisions:

12.1.1 The covenant intended to be added or amended;

12.1.2 A description or designation of the part of the Development upon which such amendment or new covenant is intended to be operative, which description or designation may refer to or appear on a plat to be filed with a certificate;

12.1.3 A statement that a resolution adopting such amendment or such new covenant was duly adopted at a duly held regular or special meeting of the Board after a meeting of the members of the Association, at which meeting the resolution was voted for by more than fifty (50%) percent of the voting members of the Association. If such limitations on the amount of the assessment or annual charge or the rights of members of common areas, such statement shall represent that not more than thirty-three and one-third (33 $\frac{1}{3}$ %) percent of the members of the Association entitled to vote thereon cast their vote against the amendment.

12.2 Notices: Unless otherwise provided herein, any notices required to be sent to any member or owner under the provisions of the Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member or owner on the records of the Association at the time of such mailing.

12.3 Enforcement: The Association or any owner shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants and reservations imposed by the provisions of this Declaration and a similar right shall exist with respect to recovery of damages for any such violation. In the event a Judgment, or Decree, or Court Order is entered in favor of the Association or any owner in any action at law or in equity to enforce these provisions, the defendant in such action shall be

liable for the Association's or owner's Court costs and disbursements and reasonable Attorney fees to be fixed by the Court. Failure of the Association or of any owner, at any time, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so in the future.

12.4 Severability: Invalidation of any one of these covenants or restrictions by Judgement or Court Decree shall in no way affect any other provisions which shall remain in full force and effect.

12.5 Effect of Municipal Ordinances: Police, Fire and other public safety Ordinances of any municipal corporation having jurisdiction over any portion of the properties shall govern where more restrictive than these covenants and restrictions.

12.6 Interpretation of Covenants: The Board shall have the right to determine all questions arising in connection with the Declaration and to construe and interpret the provisions of the Declaration and its good faith determination, construction, or interpretation shall be final and binding.



MCCA Policy on Commercial vehicles/trucks

ISSUE:

MCCA CC&R's, under Section 7.1.4, contain basic verbiage about commercial vehicles *parked* within or upon MCCA properties/lots. The current language is not specific as to the definition of a commercial vehicle or truck. There is no provision for use of discretion by the Board or it's designee, Covenant Committee, allowing the parking of said vehicles on lots within MCCA if parking said vehicles on the street would create a dangerous situation for other vehicles and/or residents.

SOLUTION:

A proposal to the MCCA Board in the form of a Policy that will, 1) better define the term commercial vehicle versus truck used for personal use, 2) authorize the Covenant Committee to make the decision as to what constitutes a commercial vehicle under the policy, and 3) authorizes the Covenant Committee to make reasonable exceptions to the basic CC&R's where residents safety and well being may be at risk if the CC&R is enforced to the letter.

PROPOSAL:

Definitions: Commercial Vehicle is a vehicle that is designed specifically to support a commercial business, i.e. Cement mixers, Tractor/Trailer rigs, large box vans, pickup trucks with racks and/or built-in storage boxes for the purpose of hauling commercial materials in support of a business, trailers used for the same purpose, or any vehicle with commercial lettering painted thereon advertising the owner's business. Exceptions to the definition may be those vehicles whose purpose is to benefit the community, i.e., Van Pools, Police or Government vehicles, etc.

Exceptions: The MCCA Board desires to maintain the health and welfare of both residents and visitors within the MCCA PRD. The Board recognizes that there may be situations when the parking of a commercial vehicle on a city street, rather than in a resident's driveway, may create a dangerous condition to the driving public, i.e. parking said vehicle on a blind curve. In the event the owner of a commercial vehicle parks said vehicle on the street (thereby eliminating a violation to the CC&R's) and creates what is deemed to be a dangerous situation to either the driving or walking public, the Board recognizes that the vehicle should be parked in the owner's driveway so as to eliminate a potentially dangerous situation were the vehicle to remain parked on the street.

Authority: The MCCA Board designates the Covenant Committee to act on its behalf in making the determination if a specific vehicle is considered a commercial vehicle. It further authorizes the Covenant Committee to review any and all potential dangerous parking situations where owners parked their commercial vehicles parked on a city street in order to be compliant with the CC&R's. It further directs the Covenant Committee to make the appropriate decision necessary to mitigate any potential dangerous parking situation. Decisions made by the Covenant Committee may be appealed to the Covenant Hearing Board. The decision by the Covenant Hearing board may then be appealed to the MCCA Board of Directors.

COVENANT COMPLAINT PROCEDURE
For Dog Leash Violations

A covenant complaint form must be completed. No complaint will be taken unless the complainant is willing to give his/her name, address and telephone number. (This is to make sure the complainant is a member of MCCA and therefore entitled to make the complaint.) No anonymous complaints will be taken. The complaint form for an off-leash complaint must contain the location, date and time that a resident was witnessed with an off-leashed dog.

Homeowner Complaints:

The complaint will then be assigned a number and all necessary information recorded on the form and in the computer database. This report will be used by the committee as well to check status of current complaints.

- This policy is for enforcement of the following section of the Mill Creek Restrictive Covenant not allowing animals to run at large and a Board resolution fining owners who do.:

7.1.1 No animal or fowls shall be raised, kept or permitted upon the properties or any part thereof, excepting only domestic dogs or cats, not to exceed a total of three (3), and excepting caged pet birds kept within the dwelling house, provided said dogs, cats and pet birds are not permitted to run at large and are not kept, bred or raised for commercial purposes.

Board Resolution 02/15/06

Violation of this restriction (7.1.1) will subject the owner to the fine policy. A \$20 fine will be imposed for the first violation, the fine doubles for each incidence thereafter during any one year up to a maximum of \$640.

- Upon receipt of a signed covenant complaint form, complete with date, time and location identifying an owner of walking a dog off-leash on the properties, a complaint number will be issued and a letter will go out to the owner notifying him of the violation, containing the MCCA covenant pertaining and the pertinent city law regarding this behavior. He will be notified that if another complaint is received that he will be fine accordingly based on MCCA Board motion in the February 2006 meeting.
- If another complaint is received a second letter will go out informing the owner that a second complaint has been received and issuing a fine. The owner will be given 30 days to pay the fine.
- If the fine is paid in a timely manner the matter will be retired.
- If the fine is not paid in 30 day, the matter will go before the Covenant Hearing board for possible further action.
- If additional complaints are made, fines will be levied according to the fine schedule prescribed by the MCCA Board in the motion above.
- All other delinquency charges, legal charges and fees will be added to the fine as outlined in the fine collection schedule outlined in this document.
- Once a complaint has been retired, the database record will be marked *retired*, the file will also be marked retired and all the paperwork on the complaint will be filed in the lot file. Complaint should not be filed in the lot file until they are retired.

COVENANT COMPLAINT PROCEDURE
For Waste Containers, Boat and RV Storage Violations

A covenant complaint form must be completed. No complaint will be taken unless the complainant is willing to give his/her name, address and telephone number. (This is to make sure the complainant is a member of MCCA and therefore entitled to make the complaint.) No anonymous complaints will be taken. The complaint form must contain the location, date and time that a resident witnessed waste containers stored in view of the street or boats, trailers and RV's improperly stored in driveways or 'on the properties'.

Homeowner Complaints:

The complaint will then be assigned a number and all necessary information recorded on the form and in the computer database. This report will be used by the committee as well to check status of current complaints.

This policy is for enforcement of the following sections of the Restrictive Covenant regarding storage of waste containers, boats, trailers and RV's and a Board resolution fining owners who do not comply.

Sections from 7.1 of the Mill Creek Community Association Restrictive Covenant

RECREATIONAL VEHICLES

- Permitted 24 hours before and 24 hours after a trip, for loading and unloading purposes on an occasional basis. "Occasional" has been defined as two times per month. Security is to be notified.

BOATS, CAMPER TOPS, TRAILERS, ETC.

- parking and/or storage of boats, trailers, camper tops, etc. in any area of the property visible from streets, neighboring properties, recreational areas or common areas is prohibited.

WASTE CONTAINERS & REFUSE

7.1.6 No garbage, refuse or rubbish shall be deposited or kept on any lot or building unit except in a suitable container. Loose garden trash that is required to be placed at a designated point in order to be collected may be placed and kept at such designated point for periods not to exceed twenty-four (24) hours. All areas and equipment for storage and disposal of such materials shall be kept in a clean and sanitary condition. The following rules apply to the collection and storage of garbage, yard waste and recycling materials:

- containers for storage of trash, yard waste, recycling, etc. are to be stored in an area not directly in view from street and neighboring properties
- containers are to be returned to the storage site within 24 hours of pickup and stored properly between pickup days.
- containers are to be emptied on a routine basis to avoid health and safety concerns.

Board Resolution approved 03/17/10

Violation of this restriction (7.1.6) will subject the owner to the fine policy. A \$25 fine will be imposed for the first violation, the fine doubles for each incidence thereafter during any one year up to a maximum of \$800.

Upon receipt of a signed covenant complaint form complete with date, time and address identifying an owner of improper storage of waste containers, boats, trailers or RV's and the Board resolution fining owners who do not comply. A complaint number will be issued and a letter will go out to the owner notifying him of the violation. The letter will also contain the MCCA covenant pertaining to this behavior. The owner will be notified if another complaint is received that he/she will be fined accordingly based on the MCCA Board motion in the March 17, 2010 meeting.

If another complaint is received a second letter will go out informing the owner that a second complaint has been received and the owner will be issued a fine. The owner will be given 30 days to pay the fine.

If the fine is paid in a timely manner the matter will be retired.

If the fine is not paid in 30 day the matter will go before the Covenant Hearing board for possible further action with a lien possibly placed on the property.

If additional complaints are made fines will be levied according to the fine schedule prescribed by the MCCA Board in the motion above.

All other delinquency charges, legal charges and fees will be added to the fine as outlined in the fine collection schedule outlined in this document.

Once a complaint has been retired, the database record will be marked *retired*, the file will also be marked retired and all the paperwork on the complaint will be filed in the lot file. Complaint should not be filed in the lot file until they are retired.

Political Signs

Washington State enacted State Law SB 6064 that prevents homeowners' associations from prohibiting political yard signs by owners or residents on their own property within the association. Governor Gregoire signed the bill into law on April 22, 2005. The new law allowed homeowners associations to set reasonable guidelines for political signs.

The Mill Creek Community Association Board of Directors unanimously approved guideline below at their regular meeting held on July 20, 2005.

Political yard signs will be allowed during the period 60 days prior to and 3 days following a general or primary election. The sign must be a minimum of 20 feet from the street, and the height may not be more than 4 feet above the ground. The total sign area for an individual residence may not exceed 6 square feet.

**DECLARATION OF RESTRICTIVE COVENANTS
OF
MILL CREEK COMMUNITY ASSOCIATION**

**ARTICLE VIII
ARCHITECTURAL CONTROL COMMITTEE**

**ARTICLE IX
RESTRICTIONS ON CONSTRUCTION,
MAINTENANCE AND IMPROVEMENT**

- 9.1.5 No sign or other advertising device of any character shall be erected on any Lot or Building Site or maintained upon any part of the Properties except one sign not larger than eighteen inches by twenty-four (18" x 24") inches advertising the Lot or Building Site for sale or for rent by the builder of the improvements on such Property or the Owner or his agent.

Addendum to Article 9.1.5 of MCCA Restrictive Covenants

Policy for Real Estate Open House Signs on MCCA Property

Real estate "A board" open house signs are permitted on MCCA property during the period when the person sponsoring the event is in attendance at the location being advertised and the sign must be removed at the end of each business day (that is defined as no later than 5:00pm), and are subject to the following requirements:

- A. Real estate "A board" open house signs are the only signage allowed on MCCA property without notification and approval of the MCCA office.
- B. Real estate "A board" open house signs shall be subject to an annually renewable City of Mill Creek permit.
- C. Real estate "A board" open house signs may indicate only the name, address and telephone number of the owner of the sign, the direction of travel and the purpose of the sign, such as "open house".
- D. Real estate "A board" open house signs may be displayed only during the day.
- E. Real estate "A board" open house signs may be no larger than 24 inches by 24 inches.
- F. Real estate "A board" open house signs may only be placed at turning/decision points within MCCA and only one each at each such location.
- G. No balloons or banners of any type may be attached to real estate signs.

Excessive Noise Policy

7.1.3 No noxious or offensive activity shall be carried on upon the properties or any part thereof, nor shall anything be done or maintained thereon, which may be or become an annoyance or nuisance to the neighborhood or detract from its value as a high-class residential district. Prohibited activity shall include, without limitation:

The Board of Directors has deemed that residences who host parties that produce excessive noise past 10 PM at night are in violation of 7.1.3.

Violation of this restriction (7.1.3) will subject the owner to the fine policy. A \$50 fine will be imposed for the first violation, the fine doubles for each incidence thereafter during any one year up to a maximum of \$1,000.

- Upon receipt of a signed covenant complaint form, complete with date, time and location identifying an owner hosting loud parties on the properties, a complaint number will be issued and a letter will go out to the owner notifying him of the violation, containing the MCCA covenant pertaining and the pertinent city law regarding this behavior. He will be notified that if another complaint is received that he will be fine accordingly based on a MCCA Board motion in the November 19, 2014 meeting.
- If another complaint, with two neighbor's signatures on the complaint, is received a second letter will go out informing the owner that a second complaint has been received and issuing a fine. The owner will be given 30 days to pay the fine.
- If the fine is paid in a timely manner the matter will be retired.
- If the fine is not paid in 30 day, the matter will go before the Covenant Hearing board for possible further action.
- If additional complaint are made fines will be levied according to the fine schedule prescribed by the MCCA Board in the motion above.
- All other delinquency charges, legal charges and fees will be added to the fine as outlined in the fine collection schedule outlined in this document.
- Once a complaint has been retired, the database record will be marked *retired*, the file will also be marked retired and all the paperwork on the complaint will be filed in the lot file. Complaint should not be filed in the lot file until they are retired.

COVENANT COMPLAINT PROCEDURE

A covenant complaint form must be completed. No complaint will be taken unless the complainant is willing to give his/her name, address and telephone number. (This is to make sure the complainant is a member of MCCA and therefore entitled to make the complaint.) No anonymous complaints will be taken.

Homeowner Complaints:

The complaint will then be assigned a number and all necessary information recorded on the form and in the computer database. This report will be used by the committee as well to check status of current complaints.

- The information on the form will be verified complete.
- An inspection form will be filled out and send to a member of the Covenant committee for inspection and verification.
- The office will send an acknowledgment letter to the individual making the complaint if requested.
- Once inspection has been done, committee will advise the action to be taken. A file will be started and the complaint will be assigned a number. The action taken will be noted in the file.
- The complaint will be filed along with any correspondence.
- If a letter is to be sent to the violator, the first letter will be sent USPS First Class Mail with a “Complaint Response Form” and ACC application if appropriate, copy of letter will to be placed in the file.
- An inspection will be scheduled 10 days from the date of the letter, or as deemed necessary by the committee.
- A 2nd inspection is made:
 - 1. If the violation still exists, classified as either minor, or chronic (as defined on page 14), i.e. moving trash containers from view, cleaning up the yard etc. the committee has the option to send the owner the second letter advising him/her that a daily fine is being assessed until MCCA is advised the property is no longer in violation. A committee member will inspect and the fine ends the day MCCA is advised by the owner, even though the inspection may occur subsequent to that date.
 - 2. If a violation is considered major (as defined on page 14), or one that the owner may need a longer period to resolve the violation, i.e. painting, roofing, etc, a second letter will be sent as set forth in next bullet point.
- If a second letter is required, it will be sent USPS First Class Mail (at times maybe sent certified return receipt requested or via Mill Creek Community Association Personnel) with a copy of the first letter, covenants and policies and procedures. Copies of the letter will be made and placed it in the file along with the certified receipt, or other documentation showing delivery.
- 3rd inspection is made.
- If a third letter is required, it will be sent via USPS Certified Return Receipt Requested, or via Mill Creek Community Association Personnel, as well as USPS First Class Mail, with a copy of the first

letter and second letter. A copy will be made and place it in the file along with the certified receipt or other documentation showing delivery. Fines will begin accruing the next day.

- Once a complaint has been retired, the database record will be marked *retired*, the file will also be marked retired and all the paperwork on the complaint will be filed in the lot file. Complaint should not be filed in the lot file until they are retired.

MCCA COVENANT ENFORCEMENT POLICIES AND PROCEDURES

The Board of Directors and the Covenant Committee of the MCCA have established policies and procedures designed to handle complaints regarding violations of the CC&Rs in a timely and efficient manner.

Complaints may be registered by delivery, to the MCCA Office, of a completed and signed Covenant Complaint Form. All complaints are handled in a strictly confidential manner. **HOMEOWNERS ARE ENCOURAGED TO SOLVE PROBLEMS FIRST AMONG THEMSELVES WHENEVER POSSIBLE.**

When a complaint is received, it is logged and filed. A member of the Covenant Committee then investigates the alleged violation. If the violation is found to exist, a letter outlining the violation is sent to the homeowner requesting compliance with the CC&Rs within 10 days. The Covenant Committee has the option to establish a shorter compliance time period based upon the violation.

Repeat Violations: When a home is repeatedly in violation, whether it be year after year or less, the Covenant Committee has the option to assign the prior complaint number and begin the covenant process at the last status the complaint was in.

If the violation continues, it is then further evaluated and substantiated by the Covenant Committee. A second letter is sent by First Class Mail, and from time to time by Certified Mail/Return Receipt Requested or via Mill Creek Community Association Personnel, to the homeowner outlining the violation, requesting immediate compliance with the CC&Rs, and advising that a hearing may be requested by the homeowner before the Covenant Hearing Board. If a hearing is requested, it shall be scheduled as soon as possible.

If, at the hearing, the Board finds the violation to exist (or to have existed without timely compliance by the homeowner), the Board may levy a fine against the homeowner. If the homeowner does not request a hearing, or otherwise fails to appear at a scheduled hearing, and the Board finds the violation to exist (or to have existed without timely compliance by the homeowner), the Board may levy a fine against the homeowner. The fine may be levied from the date the violation occurred (or commenced, in the case of an ongoing or continuing violation) as determined by the Board at the hearing, or otherwise. Any fine shall become a lien in favor of the Association and against title to the lot or living unit owned by the homeowner in question, arising in the same manner as liens under Article VI, paragraph 6.8 of the Declaration of Restrictive Covenants of the Mill Creek Community Association. The fine will be levied daily, and will be \$10.00 for each day until the violation is cured for the first 30 days. After 30 days, the fine will increase to \$20.00 per day. If the violation has occurred before, the initial fine will be at a rate of \$20.00 per day until the violation is cured for the first 30 days, then increasing to \$30.00 per day. Fines will be billed and collected in the same manner, as are the Association's annual assessments.

In the event of a continuing violation, which results in the assessment of more than 30 days of fines, the Covenant Committee will further review the situation. The Covenant Committee may, among other things, initiate legal proceedings to enjoin further violation, to collect any unpaid fines and to seek any other relief, which may be appropriate. Fines may continue to be assessed during the pending of such legal proceedings.

Attorney fees and costs incurred by MCCA in connection with the enforcement of covenants as against an owner who is determined to have committed a covenant violation shall be the responsibility of the owner. The attorney fees and costs will be billed and collected in the same manner as the Association's annual assessments.

The Board reserves the right to amend these Policies and Procedures which amendment(s) shall be effective upon notice to the Association.

COVENANT FINE CAPPING

Minor Violations – up to \$1000

- Minor property maintenance
- Visible cordwood
- Inappropriate parking of vehicles, boats, RV's

Chronic Violations – up to \$5000

- Major yard, driveway, house paint, roof maintenance deficiencies
- Dumping of waste in common areas
- Conducting noxious or offensive activity so as to create a neighborhood nuisance

Major Violations – up to \$25,000

- Re-roofing with unapproved materials
- Re-painting with unapproved set of house colors
- Construction or house alteration without prior approval

Other violations not here to for mentioned above may be fined under any of the 3 categories by the Board of Directors or its assignee.

*A \$50 fine may be assessed for exterior changes without prior ACC application.

COVENANT HEARING BOARD

The Covenant Hearing Board will consist of three (3) members, by category and two (2) alternates.

- 1 Covenant Committee member
- 1 Board member
- 1 member at large with MCCA experience

The CHB will meet as needed on dates agreeable to both parties no later than thirty (30) days after the appeal is filed.

The decision of the CHB will go to the complainant in writing delivered certified mail within five (5) days on the hearing.

The complainant will be advised to come to the hearing prepared with any material he/she might deem necessary.

MCCA COVENANT COMMITTEE ENFORCEMENT "FINE SYSTEM" PROCEDURES

Mill Creek Community Association (MCCA), through its Board of Directors and Covenant Committee ensures that the requirements of the Governing Documents are carried out uniformly for the purpose of enhancing and protecting the value, desirability and attractiveness of the property subject to those documents, as well as enhancing the quality of life within MCCA.

The MCCA "fine system" has been developed to penalize those members who consistently and/or blatantly fail to comply with the covenants. Fines will be imposed only after all attempts for resolution have been exhausted in the matter, including legal notice. For example: A homeowner fails to resolve a reported violation until receipt of letter from MCCA legal counsel, then resolves the issue only to let the offending condition reoccur almost immediately.

To that end, the Board of Directors hereby enact and impose the following "fine schedule" for infractions of said Governing Documents and related, enforced guidelines:

The Covenant Hearing Board will meet as needed but no more than once a month to review Board of Director/Covenant Committee recommendations, determine fines, schedule and conduct hearings. This committee will consist of three (3) members, appointed by the Board of Directors, of which three shall be a quorum.

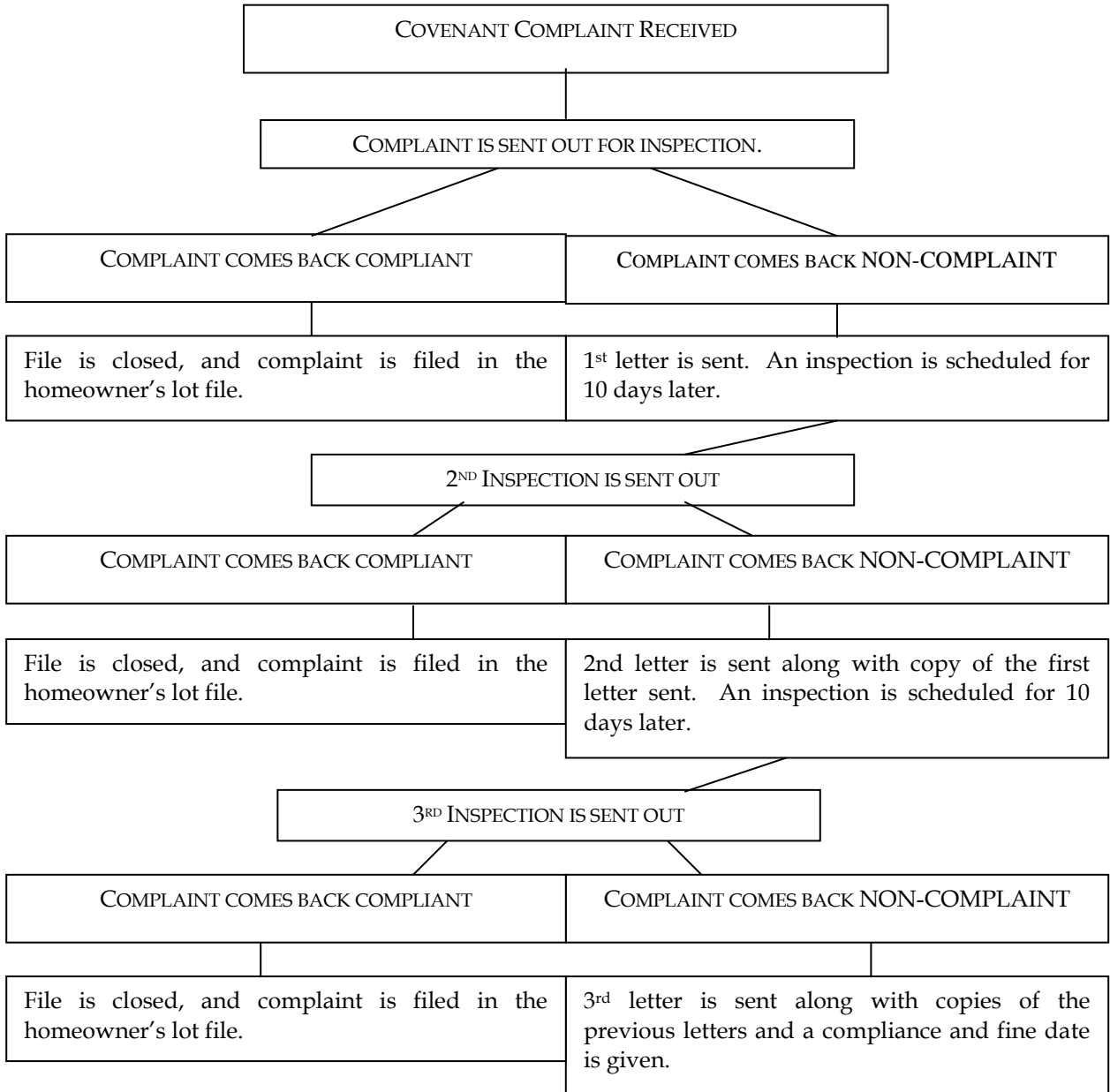
- A letter will be sent notifying owner of violation, proposed fine and right to a hearing on the matter.
- Owner is given ten (10) days from date of notice, unless lengthened or shortened by the committee to correct the infraction and pay the proposed fine or respond to hearing request in writing.
- If owner desires a hearing, a hearing date will be set and the owner notified by mail.
- The owner has the right to be represented, speak in his own behalf, to present witnesses and written statements at the hearing.
- Hearing date will be scheduled at least 30 days but not more than 60 days from original owner notification of violation.
- The Covenant Hearing Board will conduct a hearing on the violation (using Roberts Rules of Order). The committee will be empowered to levy a fine (within the set ranges), reduce the fine, dismiss the fine and/or continue the matter to the next monthly meeting.
- **All fines will be determined by the Covenant Hearing Board based on severity and frequency of the infraction. The fine begins accruing at \$10 per day for the first 30 days, \$20 per day for the next 30 days, \$40 per day for the next 30 days and so on.**

Please Note: All fines are on a cumulative escalating basis with each infraction or repeated infraction and contain all necessary administrative and legal fees pertaining to the violation will be included.

In accordance with the Governing Documents, in addition to the imposed fine, the Association has the right to enjoin any unapproved construction and to order removal/replacement of any unapproved improvement to the property, at the owner's expense.

Unpaid fines are subject to 18% annual interest and a lien will be placed against the property after thirty (30) days, together with related legal and recording costs. All liens are subject to collection and/or foreclosure action at the discretion of the Board of Directors, as outlined in the Governing Documents.

Covenant Complaint Process



MILL CREEK COMMUNITY ASSOCIATION
COVENANT COMPLAINT INSPECTION # _____

Complaint No. _____

Occupant Name & Address _____

Violation _____

Div & Lot No. _____

Office Comments: _____

Inspector Comments: _____

Recommendations: _____

Date Inspected: _____

Inspector Signature: _____



January 1, 2000

Violator Name
Address
Mill Creek, Washington 98012

Re: Covenant Complaint#
Div/Lot

Dear Mr. and Mrs. Name,

The primary purpose of the Mill Creek Community Association and its covenants is to protect the desirability of the members' properties. The Board of Directors has empowered its Covenant Committee to work with members to that end. The Committee has received a covenant enforcement request regarding *maintenance needed on your front yard. The flowerbeds need to be weeded and the shrubs need to be pruned. The lawn needs moss and weed removal.*

As owner you should be aware that this condition violates the community's agreed upon rules and can negatively affect property values. Attached is a copy of the Restrictive Covenants applicable for your review.

A review of this matter is scheduled for 10 days from date of this letter.

Thank you for your cooperation and consideration in this matter.

Respectfully,

The Covenant Committee

Cc: Lot File

Encl.: Covenant Response Form

Declaration of Restrictive Covenants #

MILL CREEK COMMUNITY ASSOCIATION

COVENANT COMPLAINT INSPECTION #

Complaint No. _____

Occupant Name & Address _____

Violation _____

Div & Lot No. _____

Office Comments: _____

Inspector Comments: _____

Recommendations: _____

Date Inspected: _____

Inspector Signature: _____



January 11, 2000

Violator Name
Address
Mill Creek, WA 98012

Re: Covenant Complaint #
Div/Lot

Dear Mr. and Mrs. Name,

You were previously contacted regarding your violation of the Mill Creek Community Association Declaration of Restrictive Covenants. A copy of the letter previously forwarded to you dated *January 1, 2000* is enclosed. Unfortunately, our investigation reveals that you have failed to achieve the full and complete compliance with the Covenants (Mill Creek Declaration of Restrictive Covenants), as requested in the previously forwarded letter.

The purpose of this letter is to:

1. Provide you with a second written request for compliance. We request that you achieve full and complete compliance with the Covenants as set forth in the previous letter on or before *January 21, 2000*. If full and complete compliance is not practical by the designated deadline, please contact us immediately at (425) 316-3344. We are willing to work with owners in achieving compliance with the Covenants, provided owners work with us. Again, full and complete compliance requires the following; *lawn and garden need weed removal. Shrubs need pruning and yard needs moss removal.*
2. Advise you that if you wish to challenge or otherwise question the actions of the Mill Creek Community Association Covenant Enforcement Committee in requesting your full and complete compliance with the Covenants you have the right to request a hearing before the Covenant enforcement Board. Your request for a hearing must be submitted in writing to the Association Office no later than *January 21, 2000*.

If you submit a written request for a hearing, you will be advised of the hearing date. The purpose of the hearing will be to receive further evidence and argument to determine whether a violation of the Covenants has occurred. If it is determined that a violation of the Covenants has occurred, then the Covenant Enforcement Board will weigh all the evidence and evaluate the arguments and render a decision in writing within a week.

Decisions include the levy of a fine that may accrue on a daily basis from the date of the commencement of your violation of the Covenants. In addition, this matter may be turned over to the Association attorney for follow up enforcement action (including, but not limited to a court action); you will be personally responsible for the payment of all attorneys' fees and costs incurred in connection with enforcement (in addition to the payment of fines which are levied).

If you fail to achieve full and complete compliance with the Covenants as requested on or before *January 21, 2000* and if you fail to request a hearing in the manner described above then the Covenant Enforcement Committee will immediately thereafter determine on its own the appropriate remedy as a result of your

violation of the Declaration. You will be advised in writing of the decision of the Covenant Enforcement Committee.

If you have achieved compliance with the Covenants as requested it is necessary that you call the Association Office (425-316-3344) and request a Compliance Inspection.

All property at Mill Creek is owned subject to the Declaration of Restrictive Covenants. Your ownership of property at Mill Creek automatically requires strict compliance by you with all terms and conditions of the Declaration. Furthermore, the successful operation of Mill Creek is dependent upon compliance by everyone with the terms and conditions of the Covenants.

The above action has been taken in accordance with the MCCA Covenant Enforcement Policies and Procedures, a copy of which is enclosed for your review.

We trust you will give this matter your most immediate attention. If you have any questions, do not hesitate to contact the Mill Creek Community Association Office (425-316-3344).

Very truly yours,

COVENANT COMMITTEE

Cc: Lot File

Encl: 1st Letter Dated:
Covenant Procedures

MILL CREEK COMMUNITY ASSOCIATION
COVENANT COMPLAINT INSPECTION # _____

Complaint No. _____

Occupant Name & Address _____

Violation _____

Div & Lot No. _____

Office Comments: _____

Inspector Comments: _____

Recommendations: _____

Date Inspected: _____

Inspector Signature: _____



January 21, 2000

Violator Name
Address
Mill Creek, WA 98012

Re: Covenant Complaint #
DIV/LOT

Dear Mr. and Mrs. Name,

You were previously contacted regarding your violation of the Mill Creek Community Association Declaration of Restrictive Covenants. Copies of letters previously forwarded to you dated *January 1, 2000* and *January 11, 2000* are enclosed.

Unfortunately, you have refused to achieve the requested full and complete compliance with the Mill Creek Community Association Declaration of Restrictive Covenants, as requested in the previously forwarded letters. You also failed to request a hearing as offered in previous correspondence.

Following further investigation and review, the Covenant Enforcement Board has found that the referenced violation of the Mill Creek Community Association Declaration of Restrictive Covenants exists and/or has continued to exist without timely, full and complete compliance by you. As a result, the Covenant Enforcement Board has levied a fine against you in the sum of \$10.00 per day, commencing *January 31, 2000* (the date determined by the Covenant Enforcement Board to the commencement of your covenant violation).

The fine has accrued/will continue to accrue at the rate of \$10.00 per day for thirty (30) days from *January 31, 2000*; thereafter, the fine will accrue at the rate of \$20.00 per day. The fine will continue to accrue until full and complete compliance with the Mill Creek Community Association Declaration of Restrictive Covenants is achieved as requested in previous correspondence. When compliance is achieved you must call the Mill Creek Community Association Office (425-316-3344) and request a Compliance Inspection. If the Compliance Inspection confirms that full and complete compliance has been achieved, no additional fines will accrue. However, all fines which have accrued prior to full and complete compliance remain due and owing by you to the Association.

Fines will be charged and collected in the same manner as Association assessments. You will receive a Statement requesting payment within 30 days of all accrued fines.

In the even you fail to achieve full and complete compliance with the Mill Creek Community Association Declaration of Restrictive Covenants, the Association also has the right without further notice to you to, among other things, commence a lawsuit to enjoin further violations of the Mill Creek Community Association Declaration of Restrictive Covenants and to collect from you accrued fines, attorneys fees and costs. Fines will continue to accrue during the pendency of any legal proceedings. The above action has been taken in accordance with the Mill Creek Community Association Covenant Enforcement Policies and Procedures.

We trust you will give this matter your most immediate attention. If you have any questions, do not hesitate to contact the Mill Creek Community Association Office (425-316-3344).

Very truly yours,

COVENANT COMMITTEE

Cc: Lot File

Encl: 1st Letter dated:
2nd Letter dated:



COVENANT ENFORCEMENT PROCEDURES

1. First letter to owner.
2. Second letter to owner.
 - A. If a hearing is requested by the owner:
 - (1). Schedule hearing and advise owner of date, time and place. Further advise owner that he/she should be prepared to present evidence and argument in support his/her position. Evidence can include testimony of owner or others, documents, photographs, etc.
 - (2). Before hearing, committee member should re-inspect to re-confirm that violation continues.
 - (3). At hearing before enforcement board
 - a.) Committee member presents evidence of violation, commencement of the violation, declaration sections violated, previous requests for compliance (copies of first and second letters) and response (if any) of the owner.
 - b.) Owner allowed to present evidence of no violation or other evidence alleged to be relevant in support of his/her position.
 - c.) Committee members are allowed to present addition evidence in response/rebuttal to owner.
 - d.) Owner allowed one last opportunity to present additional evidence.
 - e.) Committee member presents argument in support of violation and argument in support of appropriate remedy.
 - f.) Owner presents argument in support of no violation or other argument in support of his/her position, including argument relating to appropriate remedy in the event the board determines the violation to have occurred.
 - g.) Board can either render its decision at the hearing, or soon following the hearing.
 - B. If no hearing requested by owner:
 - (1) Committee member should re-inspect to determine whether violation continues and report in writing to the enforcement board.
 - (2) If violation exists, the enforcement board should make a finding that the violation does, in fact, still occur and then determine appropriate remedy.
 - (3) Third letter to owner.

Home Businesses

The issue has recently been raised regarding regulation of in-home businesses within the MCCA by the application of a prospective business owner for an Architectural Control Permit for modifications to a home in a residential area. As long as the business does not in any way disrupt the residential character of the neighborhood, I think most of us have no problem with such an operation and may well be unaware of its existence. The researcher or investor, who utilizes the Internet, the accountant or insurance adjuster who conducts business over the telephone and by making personal visits to the customer has no impact on the nature of the community.

The question of in-home businesses becomes of more concern when customers of the proposed business may generate additional traffic to the neighborhood and require parking for their cars, when the business may produce some noise or require more than occasional deliveries of supplies or products.

The City of Mill Creek regulates in-home businesses by the issuance of a permit which limits the number of employees and sets standards regarding physical changes to the residence and other minimal requirements. The MCCA restrictive covenants do not address this issue.

The consensus of the Architectural Control Committee and the Covenant Committee is that only those businesses that can operate in such a manner as to be invisible to residents and visitors to the neighborhood should be allowed within the MCCA. Washington State law supports the enforceability of "residential purposes only" covenants as long as they are reasonably enacted and enforced. MCCA attorney, Ron Housh suggests the following addition to our covenants

"No commercial activity (retail, service, distribution, assembly, manufacturing, etc.) shall be permitted on any residential lot or in any residential living unit except as may otherwise be approved or authorized in accordance with the plat of Mill Creek of the declaration of Restrictive Covenants of Mill Creek Community Association. The Association may permit certain home-based commercial activity to be conducted if allowed by law, and if such conduct will not, in the reasonable judgment of the Association, cause disruption of the residential character of Mill Creek. No home-based commercial activity shall occur without the prior written consent of the Board of Directors."

Existing businesses will not be exempt.

The Board of Directors passed this policy November 17, 1999.

Under the policy approval of a business operation will be dependant upon the applicant's ability to show that a business will have no impact on the residential character of the neighborhood. That is it will not generate noise or require a modification to the residence. Only businesses that will be invisible to neighbors or visitors will be approved.

Procedures for Home Based Business Registration

Registration will be on a one time only basis:

- Obtain list of business licenses from the City of Mill Creek on a quarterly basis.
- Check the list against the previous quarter.
- Send letter and application form to any new listing, to be returned in 14 days.
- Information will be logged on a spreadsheet to become a permanent record for the file.
- A letter and application form will be included in the new member packet.



COMMUNITY ASSOCIATION

ESTABLISHED 1973

For Office Use Only	
Permit No.	Date Sub.

Home Based Business Application

Name: _____ Address: _____

Div & Lot # : _____ Phone # : _____

Business Name: _____

Business Phone: _____

Business Description: _____

Does the Operation of this business require any of the following?

1. Modification of the existing residence? Yes / No
2. Delivery Trucks? Yes / No
3. Employees coming to the place of business? Yes / No
4. Customers coming to the place of business? Yes / No
5. Does this business generate any noise? Yes / No

- MILL CREEK COMMUNITY ASSOCIATION DECLARATION OF RESTRICTIVE COVENANTS APPLY TO ALL BUSINESSES.
- SHOULD YOUR BUSINESS TERMINATE OPERATION PLEASE NOTIFY MCCA.

Permission to operate a home-based business will be withdrawn immediately if any violations occur.

Signature of Applicant(s): _____ Date: _____

Application Approved: _____ Date: _____

Application Disapproved: _____ Date: _____

Reason: _____

Make sure you attach:

- City of Mill Creek Business License
- State of Washington Business License



Date

Name

Address

City, State, Zip

RE: Registration of Home Based Business

Dear _____:

The Board of Directors of the Mill Creek Community Association approved a Home-Based Business Policy in November 1999. The policy reads as follows:

“No commercial activity (retail service, distribution, assembly, manufacturing, etc.) shall be permitted on any residential lot or in any residential unit except as may otherwise be approved or authorized in accordance with the plat of Mill Creek of the Declaration of Restrictive Covenants of the Mill Creek Community Association. The Association may permit certain home bases commercial activity to be conducted if allowed by law, and if any such conduct will not, in reasonable judgement of the Association cause disruption of the residential character of Mill Creek. No home based commercial activity shall occur without prior written consent of the Board of Directors.”

Under the policy approval of a business operation will be dependent upon the applicant’s ability to show that a business will have no impact on the residential character of the neighborhood. That is, it will not generate noise or require modification of the residence. Only businesses that will be invisible to neighbors and visitors will be approved.

The Mill Creek Community Association requests that you fill out the enclosed application and return it to the Association office within 14 days of the receipt of this letter. This application is on a one-time basis. If, at any time after approval, the business no longer exists, you are requested to notify the MCCA office.

Your cooperation in maintaining the high standards established for Mill Creek is appreciated.

Sincerely,

MCCA Covenant Committee

History of Amendments and Board Approvals:

In 1996, the MCCA Board of Directors approved a fine schedule to be used in conjunction with Covenant Enforcement Policies and Procedures. The purpose of the fine schedule was *to encourage compliance* with the CC & R's by the homeowner who chose to ignore continued requests for compliance from MCCA. That fine schedule was not implemented.

Fine System Board Approved 08/17/99, At the MCCA Board meeting August 17, 1999, an updated Covenant Enforcement Policy and Procedure containing a fine schedule was approved with the same intent. The date of implementation will be October 1, 1999.
Complete Policy Board Approved 11/15/00

“Christmas Lights” Amended 02/21/01

Edit 02/12/02

“Holiday Decorations” Amended 04/16/03

MCCA Board Approved 04/16/03

“MCCA Covenant Enforcement Policies and Procedures” Amended October 8, 2003

Fine Policy Capping Policy Board Approved July 21, 2004

USPS Certified Mail Change for letter #2, Board Approved July 21, 2004

Guideline for Displaying political Signs, Board Approved July 20, 2005

At the MCCA Board meeting August 17, 2005 the Board implemented a \$50 fine as a processing fee for late ACC permit applications. (Exterior changes without prior ACC approval)

February 15, 2006, the Board of Directors passed a fine and procedure for owners who walk their dogs off-leash in common areas.

At the March 17, 2010 Board of Director Meeting the Board approved a new fine policy and procedure for waste container stored improperly & improper parking of RV's and Boats in driveways.

At the January 17, 2018 Board of Director Meeting the Board approved an addendum to Article 9.1.5 and a guideline for: Real Estate Open House Signs on MCCA Property.