

# **CATALYSS HOMEOWNERS ASSOCIATION (CHA) RULES AND REGULATIONS**

Catalyss Homeowners Association (CHA) will maintain rigid architectural requirements and specifications to ensure an aesthetically pleasing atmosphere and to preserve the value for all Owners. These requirements and specifications are outlined herein. Catalyss Homeowners Association recommends that for your own protection you read the requirements and specifications with care.

It is the intent of CHA to provide an enjoyable living environment for you and your neighbors. The purpose of the Association Rules and Regulations (AR & R) is to help insure an orderly, well managed, quality community and thus help protect the investment you have in your home. It is expected that all Owners will be considerate of their neighbors and abide by the AR & R in the spirit in which they are intended and thereby preserve the peace and quiet enjoyment of all Owners.

These AR & R are not intended to be exclusive of any other rights or remedies of CHA or Owners. In the event there is any conflict between these AR & R and any applicable city, county, state or federal law or ordinance, the city, county, state or federal law shall control to the extent of any such inconsistency or conflict, but the remaining Terms, Conditions, of the AR & R shall remain in force and effect. The CHA is the governing/managing body of CHA.

From time to time, the CHA may make changes or amendments to these AR & R. Except as related to pets, children, and facilities, you will be notified thirty- (30) days in advance of any such change and will be provided with a revised and complete set of the then current AR & R. All Owners shall sign an acknowledgment that they have received a copy of the AR & R.

## **1. OWNER UTILITIES**

- A. Utility services and connections to each lot are the responsibility of each Owner and shall be arranged for and paid directly to the respective company's customer service department, except for irrigation water service. Irrigation water charges will be billed by and paid to the Catalyss Homeowners Association or its agent(s).

## **2. FAIR HOUSING PRACTICES**

The CHA has no restrictive covenants or policies implied or written, which would bar residency on the basis of race, color, national origin, religion, sex, or handicap. Requisites for residency are those outlined in the AR & R, and are in compliance with the appropriate federal and local governmental laws.

### **3. RESTRICTIONS**

- 1) Residences situated within the Catalyss Development may be used as single family residences for residential purposes, except that “in home” business may be permitted, subject to the provisions of Section 11.5 of the Catalyss Declaration of Covenants, Conditions and Restrictions and Easements (“CC&Rs”) recorded under Yakima County Auditor’s File No. 7910983.
- 2) Other restrictions concerning the use of an Owner’s property are more specifically set forth in Article 11 of the above referenced CC&Rs, and the Association is responsible to maintain and require compliance with those restrictions.
- 3) If an owner elects to install a fence around their home it must match the same fencing as is around the Catalyss Development. The location for the fence must be approved by the Architectural Control Committee (ACC).

### **4. ARCHITECTURAL CONTROL COMMITTEE**

An Architectural Control Committee shall be established by Article 8 of the above referenced CC&Rs, and the ACC shall have the authority to review and act upon any Owner’s proposal to construct, alter or modify any structure or landscaping on the property and shall have the authority to adopt and amend design guidelines to be applied in the review of plans and specifications.

### **5. INSURANCE**

No acts or misdemeanors shall be committed which would place CHA in violation of any law or ordinance of the federal government, State of Washington, or Yakima County. CHA, its agents assumes no responsibility or liability for any loss or injury due to fire, theft, accident, storm, wind, flood or any other act beyond their control or on any owner.

### **6. SOLICITING**

No door-to-door soliciting will be permitted in the community. All sales people must make individual appointments with the Owner or resident. Please report any soliciting that may occur to CHA. This regulation does not apply to public officials, religious organizations, or candidates for public office as provided for in law.

### **7. PETS**

No animals of any kind shall be kept on any Lots, except dogs, cats, or other common household pets. All dogs must be kept on a handheld leash when outside an owners Lot and no pets shall be left leashed or tied up outside unattended. Noisy, unmanageable or unruly pets that cause complaints will not be allowed to remain in the community.

- A. Noisy, unmanageable or unruly pets that cause complaints will not be allowed to remain in the community.** Owners of noisy, unmanageable or unruly pets that cause written complaints from two separate residents will receive a written warning regarding the complaint. If a second written notice is required a fine will be imposed as provided by the rules and regulations. If any Owner violates these rules more than twice in any twelve (12) month period, then in addition to any fines provided, the

Association shall have the right to require the Owner to remove the pet permanently from the property.

- B. Except unless expressly permitted in writing by the board of the Association, residents are limited to two domestic household pets per lot.
- C. All cats and dogs in the community must have a tag or other form of identification on its collar when on common property showing the name and telephone number of the Owner responsible for the pet. All pets must have a valid license. Proof of current rabies vaccinations shall be made available to CHA upon request.
- D. It is the responsibility of each Owner to clean up their pet's waste from their property and all community areas. CHA reserves the right to perform DNA testing on pets if feces becomes an issue.

### **8. RVS, BOATS AND TRAILERS.**

Recreational vehicles, boats and trailers, including but not limited to utility, boat, camping and horse trailers, may only be parked on driveways for a period not to exceed 48 hours. Thereafter, recreational vehicles, boats and trailers must be located within a fully enclosed structure on a lot. Any commercial vehicle or like equipment, or disable vehicles must be located within a fully enclosed, approved structure upon a lot and shall not be parked or stored on any Lot or in the common areas.

### **9. OWNER MAINTENANCE**

- A. Furniture (other than outdoor, in use furniture), appliances, equipment, etc., shall not be permitted on porches, patios, or otherwise outside the home or storage.
- B. Trash receptacles are to be set out at the curb on days and times designated by the waste collector. Receptacles are to be stored out of sight from the street during all other times.
- C. Barbeques are permitted, but must be kept on the side or back patio areas.

### **10. NUISANCE**

All occupants of each Lot shall conduct themselves so as not to interfere with or disturb their neighbor's quiet enjoyment. Loud noise after 10:00 p.m. or before 7:00 a.m. and other disturbances should always be avoided out of a sense of common courtesy. Trespassing through other Lots is prohibited.

### **11. ENFORCEMENT**

It is the sole responsibility of each owner to know the terms and provisions of the Declaration and the Bylaws of the Association. In addition, it is the sole responsibility of each owner to know the terms and provisions of these rules and regulations and any modifications of these rules and regulations. Each owner is obligated to fully advise any, tenant or guest of any provision of the Declaration, Bylaws or AR & R, which apply to the tenant or guest. These Rules and Regulations are provided as a supplement to the CC&Rs and Bylaws, but are not meant to relieve any from the obligation to know the terms and conditions of the CC&Rs and Bylaws. Owners shall comply with all statutes, ordinances and requirements of all municipal,

state and federal authorities now in force or which may hereafter be in force, pertaining to the use of the property.

Each owner, tenant, or occupant of a lot shall comply strictly with the provisions of the CC&Rs, Bylaws, and AR & R. The same may be lawfully amended from time to time, and with all decisions adopted pursuant to the CC&Rs, Bylaws and AR&R. Failure to comply shall be grounds, for an action to recover sums due, damages, or injunctive relief, or any or all of them, maintainable by the Board of Directors, the Association's managing agent on its behalf, or by the aggrieved owner.

The Board of Directors, to enforce the Regulations, may levy monetary fines.

The Board of Directors may give written notice of the violation, and state a reasonable period of time for correcting the violation. If the violation is not corrected within the time stated, the Board of Directors may make the correction itself, and any costs incurred in connection therewith shall be imposed on the owner and added to the monthly maintenance fee for the first month following the correction. Payment of such costs shall be enforced in the same manner as is provided for the enforcement of maintenance fees.

Prior to enactment of the above, the Board of Directors will give an owner notice and an opportunity to be heard as follows:

a. The Board of Directors will give the offending owner written notice of a hearing before the Board of Directors or a specially appointed committee or representative regarding the proposed action or fine. The notice shall include (a) a statement of the offense, (b) the proposed action and/or fine, (c) a proposed date, time and place of the hearing, and (d) whether testimony of the owner must be oral, written, or both. The date of the hearing shall be at least five (5) days after notice is delivered.

b. At the hearing, the affected owner shall have the right to give testimony as outlined in the notice, subject to reasonable rules of procedure established by the Board of Directors to assure a prompt and orderly resolution of the issue at hand.

c. Evidence presented at the hearing shall be considered in making the decision regarding fines or other enforcement action.

d. The affected owner shall be notified of the decision in the same manner in which notice of the meeting was given.

In addition, the Board of Directors can take any other legal action appropriate or remedy or penalize a violation of these Rules, the Bylaws or the CCR's. In enforcing these rules, the Board of Directors may delegate its function(s), including the determination of whether a violation has occurred, and the remedy therefore, to an agent, including but not limited to a single, or group of, director(s) or officers, or the property manager.

Owners shall be financially responsible for all damages caused by their tenants or guests, and for any fines imposed as the result of conduct on the part of their tenants, guests or invitees. Any charge for damages or fines shall be imposed against the lot in which the party responsible rented or was visiting, and shall be enforceable in the same manner as is provided for the enforcement of maintenance fees.

## 12. FINE SCHEDULE

In an effort to protect the owners, residents, and common areas of the building, the Board of Directors has adopted this schedule of fees fines and deposits. It is included here as a quick reference tool for owners and residents.

### FINES

2<sup>nd</sup> notice of a violation - \$50

3<sup>rd</sup> notice of a violation - \$100

### NOTES REGARDING FINES

The Board of Directors, to enforce the Regulations, may levy monetary fines of \$50 for the second notice of a violation and \$100 for the third notice of a violation. Subsequent violations will be subject to fines or other appropriate action at the discretion of the Board of Directors. Such fine(s) shall be added to the monthly assessment for the first month following the violation, and shall be enforceable in the same manner provided for the enforcement of maintenance fees.

Adopted this 1 day of June, 2017.

\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary