

# Qualchan Homeowner's Association Handbook

November 2011

Qualchan Hills is governed by Covenants, Conditions and Restrictions and By-Laws adopted 11/18/91. The purpose of the documents which govern Qualchan Hills is to protect the homeowner's investment as well as maintain and enhance the value of the homes and the community. The participation and cooperation of all homeowners is essential for preserving a quality residential environment. The board of directors and property management representatives are committed to being good stewards of Qualchan Hills by promoting and enforcing the Articles set forth in the official declaration of the covenants. The following Sections have been taken from the official covenants for easier access and exact language employed as much as possible.

## Section 1: Overview

1. The CCRRE's shall apply to and be binding upon the owner and/or renters and guests in the Qualchan Hills Homeowners Association.
2. Owners shall be responsible for the actions of occupants of their lots and compliance with all CCRRE's .
3. Owners shall be responsible for informing any occupants of the governing documents and shall take action as may be required to secure compliance when violations occur.

## Defintions

1. CCRRE's- The covenants, conditions, restrictions reservations, and easements for Qualchan Hills. The CCRRE's can be accessed on the QHOA website at [qualchanhills.com](http://qualchanhills.com).
2. ARC- Architectural review committee.

## Section 2: Architectural Control Review of Plans and Specifications

1. All occupants of QHOA are required to submit for approval any alterations, additions, modifications, painting or reconstruction of their dwelling or structures (includes houses, fences, decks) to the Architectural Review Committee before proceeding. Sheds and outbuilding are not allowed according to the CCRRE's. Architectural review forms may be accessed at the Qualchan Hills website ([qualchanhills.com](http://qualchanhills.com) )

### **Section 3: Development and Property Maintenance (Please reference Article III and Article IV of the CCR's for a complete list of residence and use restrictions.)**

1. (Section 3.07) Maintenance- Owners and occupants shall maintain their home, fencing, and landscaping in compliance with the requirements stated in the CCRRE's (Section 3.07) Requirements call for maintaining homes in a "neat, sanitary, and attractive condition". Lawns shall be maintained in a manner consistent with the neighborhood. This includes regular mowing, weeding, and pruning.
2. (Section 4.02) Business or Commercial Activity- No part of an owner's property shall be used for any business, commercial, manufacturing, mercantile, storage, vending or non residential purposes.
3. (Section 4.03) Nuisances- no noxious, unsightly or offensive activity, or activities presenting a health hazard, are permitted. This includes but is not limited to loud noises, noxious odors, exterior speakers, horns, whistles, bells, noisy or smoky vehicles, power tools, and off the road motor vehicles.
4. (Section 4.04) Signs- No sign, poster, display, billboard, or other advertising shall be displayed without the written consent of the ARC (Architectural Review Committee) except for a for sale/rent sign (no larger than 7 square feet). With the written consent of the ARC (forms obtained on the website) political signs may be displayed 30 days prior to an election and removed 3 days after an election.
5. (Section 4.05) Parking & Vehicle Restrictions- Owners shall park vehicles in the garage at all times when practical. Owners are prohibited from parking, storing or keeping any commercial type truck (including but not limited to any dump truck, cement mixer, oil, gas or delivery truck), any recreational vehicle, (including but not limited to a camper unit, house car, motor home, snow mobile) any bus, trailer, trailer coach, camp trailer, boat, aircraft, mobile home, or inoperable vehicle. Owners are prohibited from repairing vehicles except within the garage. Garages shall be used for vehicle parking and storage only. Garages shall not be converted for other purposes. Parking on the private streets is prohibited except for temporary guests. Guests are considered temporary and do not include, renters, roommates or employees such as babysitters.
6. (Section 4.06) Animal Restrictions- No insects, reptiles, poultry or animals of any kind shall be raised, bred or kept on any lot or the Common area except usual

and ordinary dogs, cats, fish birds and other household pets (excluding , without limitation equine, bovine, sheep, swine, goats and other animals. *Animals shall not be kept in "unreasonable quantities" and shall mean 2 per household. However the Association (or ARC) may determine a reasonable number may be more or less.* The Association may have the right to ban an animal considered a nuisance to other neighbors. Pets must be kept within an enclosure, yard, or on a leash held by a person capable of controlling the animal. Owners are liable for any animal brought or kept on his property by the owner, family member, tenants or guests. Owners are responsible for cleaning up after their animals.

7. (Section 4.07) Trash- Garbage containers and yard waste shall not be allowed in the front yard or on the street except on the day before and day of garbage collection. All trash, garbage, and other waste must be kept in the provided garbage bins or recycling bins. All equipment, garbage cans, recycling, storage, and wood piles must be kept screened and concealed from view of the streets and common areas.
8. (Section 4.08) Outbuildings including but not limited to sheds, tents or storage units are prohibited.
9. (Section 4.10) Outside Installations: radio stations or shortwave operators are not allowed unless approved by the ARC committee. No exterior radio antenna, C.B. antenna or satellite dishes shall be erected. No fence or wall shall be erected or altered unless approved by the ARC committee.

## **Section 4: Monthly Assessments/Fees/Monetary Penalties**

1. Monthly homeowner assessments shall be payable by the following date: Date stamped on the monthly bill.
2. Payments not received by the Association Property Manager on or before the above date will be considered delinquent and subject to late fees. Unpaid assessments shall bear interest at the rate of \$5 or 5%, whichever is greater, until paid. Pg 31 & 32
3. Returned checks or payments will be subject to a \$20 additional fee.
4. Each unpaid assessment and/or monetary penalty shall constitute a lien on the respective real property prior and superior to all other liens except: 1) all taxes, bonds, assessment and other levies which by law, would be superior to and 2) the lien or charges of any mortgage of record made in good faith and for value. Such lien when delinquent, may be enforced by foreclosure and sale by the Association, its attorney, or any other person authorized by this declaration or by law to make the sale, after failure of the owner to pay such assessments, and/or monetary penalty in accordance with the provisions of applicable law to the exercise of power of sale in deed of trust, or by judicial foreclosures as a mortgage, or in any other manner permitted by law.

- The homeowner will receive a courtesy letter if assessments and/or monetary penalty is 30 days or more past due.
- The homeowner will receive a Notice of Lien if assessments and/or monetary penalty are 60 days or more past due including a \$50 late fee.
- A lien will be recorded if assessments and/or monetary penalties are over \$500. The amount claimed may include interest on the unpaid assessment at 12%, plus reasonable attorney's fees and expenses of collection in connection with the debt secured by the lien. Pg 32
- Foreclosure, litigation and/or collection may be initiated if the outstanding balance exceeds \$1,000. If such action becomes necessary, all fees and costs incurred will be sought.
- Any monies which do not cover all past due assessments plus late charges and other penalties will be applied in the following priority:
  1. Assessments
  2. Late fees
  3. Other monetary penalties
  4. Attorney fees and cost
  5. Interest

## **Section 5 Conditions, Covenants, Restriction Enforcement Purpose, Procedures and Fines**

**Purpose:** All conditions, covenants, and restrictions (CCRRE's), bylaws, and other governing documents of the Qualchan Homeowners Association will be fairly and equally enforced in order to preserve a standard quality of life and property values.

**CCRRE Enforcement Procedures:** The following steps will be taken in the enforcement process:

If a resident is in violation of any covenant the homeowner will receive a courtesy notice of violation in the mail. If the violation is corrected within the time specified in the courtesy notice, the issue will be considered resolved.

If the owner fails to correct the violation within the specified timeline, he/she will receive a final notice of violation letter via certified mail (return receipt requested) with a stated time period in which to correct the violation. If the violation is not corrected within the stated time period, an initial notice of monetary penalty will be sent via certified mail. Repeat/similar violations will not receive courtesy letters prior to the monetary penalty. The schedule of monetary penalties is as follows:

- First violation-----\$25
- Second violation-----\$50

- Third and subsequent similar violation-----\$100

If a homeowner disputes the monetary penalty, he/she will have seven (7) days in which to request a hearing. Failing to do so, the right to dispute the monetary penalty will be waived and the monetary penalty will be final and the next level of monetary penalty will be imposed along with a time period to correct the violation. Additional monetary penalties shall be levied until the violation is corrected. If a hearing is requested, the violation and monetary penalty will be determined at a hearing of Board representatives, and their decision shall be final. Unpaid monetary penalties will be turned over for collection. Said collection will also result in attorney fees and costs being charged to the owner. See section Bylaws of QHOA, Article 6, pg 7. Hearings are available upon request.