

Poulsbo Place II Owners Association

Rules and Regulations

Revised and approved by the
Poulsbo Place II Owners Association Board

January 16, 2020

These Rules and Regulation supersede any previously published versions.

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I. Introduction

The purpose of the Poulsbo Place II Owners Association (Association), of which every Homeowner is a member, is to preserve and enhance the resources of Poulsbo Place II. The Association (through either the Board and/or its Agent) is charged with maintaining and/or improving all of the components that make Poulsbo Place II a desirable community in which to live.

The Covenants, Conditions, Restrictions & Reservations (CC&R's) are a part of every deed to property within Poulsbo Place II. They grant to the Association Board of Directors (Board) the legal authority to develop and implement Rules and Regulations to ensure compliance with and enforcement of all policies and guidelines set forth to maintain the community standards and preserve the vision of the community pursuant to Section 7.1 of the CC&R's.

The Rules and Regulation that follow may be periodically revised by the Board to ensure fair, equal and reasonable procedures are employed for addressing community or individual concerns submitted to the Association. These Rules and Regulations have the same force and effect as the CC&R's, Bylaws and other Association-adopted documents. All official documents are maintained by both the Board and HOA Community Services (Agent) and are available in the Association's web portal at:

hoacomm.vmsclientonline.com/login.asp.

The Association has contracted with HOA Community Services (Agent) to assist the Board with its administrative duties, contribute expertise, ensure all business of the Association is conducted in accordance with applicable law and make certain enforcement of the Association's CC&R's, By-Laws and Rules and Regulations is done in an equitable manner.

All correspondence to either the Board or Agent should be sent to:

Poulsbo Place II HOA c/o HOACS, P.O. Box 364, Gig Harbor, WA 98335;

or email to:

lauren@hoacommunitysolutions.com

Rules and Regulations

The following Rules and Regulations have been adopted by the Board pursuant to Section 7.1 of the CC&R's:

A. General

Poulsbo Place II shall be used only for residential, recreational, and related purposes consistent with the CC&R's. Except as specifically provided in this document, Units shall only be used for single-family residential purposes and those business activities allowed in Section II.F.4;

B. Exemptions or Variances

Requests for variances or exemptions to any CC&R or Rule/Regulation must be made in writing and submitted to Agent. The owner should maintain a copy of any communications, including any approvals.

C. Vehicles

1. Unauthorized Vehicles

Owners, tenants and/or guests may not park vehicles or equipment (recreational vehicles, motorcycles, golf carts, boats or other watercraft, trailers, stored vehicles, or inoperable vehicles) anywhere in Poulsbo Place II except in enclosed garages.

Construction, service, moving, and delivery vehicles are exempt from this provision for such period of time as is reasonably necessary to provide services or deliveries to a Unit or Common Area.

Parking of RVs in marked spaces or driveways for the purposes of unloading/loading is allowed for up to 48 hours. Under no circumstances will RV's be occupied while parked in Poulsbo Place II.

Motorized vehicles may not be operated on paths or trails within Poulsbo Place II and riding of scooters, skateboards, bicycles, and other wheeled recreational vehicles is also prohibited in these areas.

2. Vehicle Condition

All vehicles parked within Poulsbo Place II shall bear current and valid license plates and tabs. Vehicles must be in running condition and capable of movement at all times. Parking or storing of vehicles within Poulsbo Place II with car tarps or covers is not allowed.

3. Parking and Traffic Direction

a) Twenty-two-foot easements

All twenty-two (22) foot wide easements such as Scoter Lane NE and Willet Lane NE are private roads and are designated fire lanes. Parking on or blocking any part of a fire lane is prohibited at all times. Vehicles may be parked on driveways as long as they do not block or encroach on any portion of a fire lane, pavement apron or sidewalk.

b) Fifteen-foot easements

All fifteen (15) foot wide easements such as the paved easement behind the houses on Jensen Way NE are designated as private access/utility easements. These are designated as one-way in the northbound direction. No parking is permitted within the easement. Vehicles may be parked on driveways as long as they do not block or encroach on any portion of the easement.

c) Enforcement

Any vehicle that is not in conformance with these requirements will be towed at the owner's expense. In addition to fines levied for violations of these rules (see Section III.E.1), the City of Poulso may also cite violators and/or tow vehicles in violation of regulations pertaining to city streets.

D. Animals

1. Number

Owners are allowed two pets (dogs and/or cats). Raising, breeding, or keeping animals, livestock, or poultry of any kind is prohibited.

2. Behavior

The Association may request removal of any animal that is permitted to roam free, make objectionable noise, endanger the health or safety of others, constitute a nuisance (e.g., aggressive behavior, barking, running loose, other objectionable activity) or inconvenience the occupants of other Units. If the pet owner fails to honor such request for removal, the Association may remove the pet at the owner's expense. Dogs shall be kept under an owner's control whenever outside the house. Dogs shall not be left outside unattended. Pets shall be registered, licensed, and inoculated as required by law.

3. Waste Removal

Pet owners shall be responsible for any and all actions of their pets. The owner is responsible for cleaning up all waste from their pets **at the time of occurrence**, including waste on their own property. Homeowners who do not pick up after their pets may be fined (see Section III.E.2).

4. Aggressive Dogs

Residents who experience aggressive dogs are to first notify Kitsap County Animal Control and then notify the Agent, in writing, of the circumstances of the incident(s).

E. Nuisances

Owners, tenants, or guests may not conduct any activity which emits foul or noxious odors outside the Unit or that creates noise or other conditions which disturb the peace or threaten the safety of the occupants of other Units. Pursuit of hobbies or other activities that cause an unclean, unhealthy, or untidy condition to exist outside residences is prohibited. Noxious or offensive plants, animals, devices, or activities which in the Association's determination may cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Areas or to the occupants of other Units are not allowed. Specific prohibited nuisances include but are not limited to the following:

1. Outside Burning

Burning of trash, leaves, debris, or other materials is prohibited.

2. Noise

Owners, tenants, or guests shall not use any sound equipment, musical instruments or any other vehicle or device that is objectionable to occupants of other Units with the only exception being security system alarms. Quiet hours are from 10:00 p.m. to 8:00 a.m. seven days a week. Major construction and remodeling activities shall be carried on only between 8:00 a.m. and 6:00 p.m. on weekdays, excluding holidays, unless the Association has granted prior approval for performing such activities outside of the 8:00 a.m. to 6:00 p.m. weekday time period.

3. Fireworks

Discharge of firecrackers or other fireworks within Poulsbo Place II is prohibited at all times.

4. Dumping

Dumping of anything of any quantity within Poulsbo Place II is prohibited. This does not apply to landscaping debris left for pickup by landscape contractor. Violators may be fined per Section III.E.3.

5. Hazardous Chemicals

Hazardous chemicals or substances must be stored, used, and disposed of in a manner which prevents them from getting into the environment, including soil, streets, storm drains and sewer systems.

6. Trash and Yard Waste

All trash, garbage, recyclables, and yard waste shall be kept in suitable containers and shall be stored inside a Unit or garage except on collection days. Containers may not be stored on porches, decks, patios, driveways or in the yard of any Unit at any time. Containers may be placed outside no earlier than the day prior to collection and must be returned to storage no later than the evening of collection day.

7. Weapons

The discharge of firearms or other weapons is unlawful and prohibited anywhere within Poulsbo Place II. This includes, but is not limited to, handguns, rifles, pellet guns, air rifles, BB guns, paint guns and archery equipment.

F. Property Use

1. Timesharing

Owners and tenants may not use any Unit for timesharing, fraction-sharing, or similar program whereby the right to exclusive use of the Unit rotates among participants in the program on a fixed or floating time schedule.

2. Commune and Rooming House

Units may not be used to house occupants in separate rooms or apartments within the Unit or occupy the Unit in a communal-type arrangement.

3. Garage or Other Sales

Garage, rummage, and other similar sales are prohibited within Poulsbo Place II unless approved by the Association.

4. Trade or Business

Owner or tenants may operate a business in a Unit if they meet **all** of the following requirements:

- Existence or operation of the business activity is reasonable and is not apparent or detectable by sight, sound, or smell from outside the Unit;
- The business activity does not involve excessive visits to the Unit by clients, customers, suppliers, or other business invitees;
- The business activity is consistent with the residential character of Poulsbo Place II and does not threaten the security of other owners, tenants, or guests;
- The business activity conforms to all rules and regulations applicable to the Unit;
- The business does not engage in door-to-door solicitation within Poulsbo Place II; and
- The business is licensed by both the City of Poulsbo and the State of Washington.

5. Garages

No garage shall be converted to finished space for residential use such as an apartment or other living area. No garage doors shall be removed or otherwise converted into a permanent, non-movable wall. Garage doors will be kept closed at all times except when vehicles enter or exit or for brief, temporary or incidental purposes.

6. Leasing of Units

While owners are allowed to lease their Unit in Poulsbo Place II, the term of any lease shall not be less than 3 months. All leases shall be in writing with a copy provided to the Association within 10 days of execution of the lease. In addition, the owner must provide the Association with a completed Rental Notification Form (available on the web portal). The Owner must also provide the tenant with copies of the CC&R's and Rules and Regulations and is responsible to ensure tenants comply with all provisions contained in these documents.

7. Sale of Units

Notice of any sale (including the name and contact information for purchaser) shall be provided to the Association by the seller or their agent not less than 14 days prior to closing. The seller or their agent must provide the purchaser with copies of the CC&R's, Bylaws, and Rules and Regulations.

G. Exteriors

1. Common Areas

Construction, erection, or placement of anything (either permanent or temporary) in Common Areas beyond individual owner's plat lines is prohibited without prior written approval of the Association.

2. Exterior Construction

Construction, erection, or placement of anything (either permanent or temporary) on the outside portions of a house (including decks, porches, patios, and yards) is prohibited without prior written approval of the Association.

3. Prohibited Items

Outdoor areas are not to be used for storage and certain items are prohibited. The Association has the right to require removal of any item found to be unsafe, offensive, inappropriate, or otherwise in conflict with the CC&R's and/or the Rules and Regulations. Prohibited items include, but are not limited to:

- Clotheslines, drying racks, shoe racks and hanging laundry
- Garbage cans and recycling bins (except as noted in Section II.E.6)
- Furniture other than that meant for patio/outdoor use
- Watercraft of any kind
- Sports and play equipment
- Swimming pools
- Excessive decorative items including empty flowerpots
- Permanent or portable fire pits or fireplaces that burn anything other than natural gas or propane
- Dog runs or animal pens
- Gardening equipment including empty flowerpots
- Seasonal lighting except as it meets the requirements of Section II.G.13
- Window mounted air conditioning units

4. Permitted Items

The following are the only items allowed on decks, porches, patios, and yards without approval of the Association:

- Lawn and garden furniture in use and good repair
- Flowerpots with living plants
- Gas, charcoal, and electric BBQ grills (back porches and upper decks only)
- Permanent or portable gas or propane fire pits
- Hot tubs (upper garage decks only)
- American flags (see Section II.G.14)

5. Exterior Maintenance

Failure to maintain the exterior condition of the Unit will result in action by the Association. Structures, equipment, or other items on the exterior portions of a Unit that are rusty, dilapidated or otherwise fallen into disrepair are prohibited.

6. Landscaping Maintenance

Owners are required to maintain plants or trees on their Unit's property so that they are not in contact with the exterior of any home including a neighboring home. Plants adjacent to City sidewalks must be trimmed so that they do not protrude onto or over the sidewalk.

Homeowners are required to provide adequate irrigation to maintain the lawns and planting beds within their lots in a healthy state. Irrigation startup, testing and shut down as well as pruning, trimming, shearing, and weeding will all be performed by the landscape contractor according to the Grounds Maintenance contract (available on the Association web portal). If there is no access for the landscape contractor to the irrigation controller (e.g., controller is in a closed garage), the homeowner is required to perform the sprinkler startup and shutdown operations as stated in the Grounds Maintenance contract.

Maintenance of individual homeowner irrigation systems is the responsibility of the homeowner. The Association's Grounds Maintenance Contract calls for the contractor to turn off the sprinklers every winter, turn sprinklers on and run/test the system every spring, adjusting all heads, setting clocks, and replacing timer batteries as needed. There will be no repairs made to individual homeowner irrigation parts or systems at that time. All suggested/needed repairs will be noted by the contractor and a proposal/options will be provided to the homeowner by the Association's management firm

Homeowners may opt out or change the status of the pruning, trimming and shearing and weeding of their plant beds in February each calendar year. Planting beds for which homeowners have opted out are identified by a wooden stake supplied by the Association. Homeowners shall contact Agent to opt out of or otherwise change their status of services requested. Homeowners of grounds that are opted out are required to maintain those grounds in attractive condition. If a homeowner is already in opt out status, no annual action is required.

7. Exterior Colors

All exterior trim and fencing is to be white with wood surfaces to be painted bright white (no tint). Repainting of exterior siding and doors is to be done with the existing color unless prior written approval is granted by the Association.

8. Antennas and Dishes

Standard TV antennas and satellite dishes one meter (approx. 39 inches) in diameter or less are allowed in Poulsbo Place II, per FCC regulations. In general, dishes and antennas must be located on the rear of the house.

9. Signs

Except as specifically provided for below, no signs, pictures, posters, or decals of any kind shall be displayed on, in or from any Unit, yard, window or within the Common Areas (including mailboxes) and facilities of Poulsbo Place II. The Association has the right to remove any signs, pictures, posters, or decals that violate the following rules:

- a. Signs used to declare that the Unit has an alarm or home protection monitoring services are allowed;
- b. Real estate signs that comply with the following requirements are allowed:
 - Must be professionally manufactured
 - A single sign, a maximum of 24" x 24" in size, hung from an upside down "L" shaped hanger (1 flyer box is allowed)
 - For Sale or Lease/Rent by owner signs must have a white background with black or blue lettering, with only the words "FOR SALE" or "FOR LEASE" and the name and phone number of a contact person
 - Installed on the Homeowner's property, with no flags, balloons or other product intended to call attention to the sign
 - Directional arrow signs, less than 6" tall by 18" long, 2 per listing, per real estate company, maximum
- c. Political signs may be installed for a primary or general election, subject to the following restrictions:
 - Signs must be no larger than 24"x36", professionally manufactured and mounted on a single wooden stake
 - There may be only one sign per candidate or issue per Unit
 - Signs must be placed in the Homeowner's front yard only. Placement of signs on houses, porches, decks or in windows is prohibited
 - No signs may be placed in Common Areas
 - Signs may not be installed more than 30 days prior to an election and must be removed within 2 days following the election
- d. Association owned signs are allowed. Removal, alteration, or damage of any Association owned signs is prohibited. In the event removal, alteration or damage occurs to Association owned signs, the perpetrator may be assessed the cost of repair or replacement of the sign. Fines may also be assessed per Section III.D.

10. Window Coverings

Window coverings must have a neutral appearance to the outside of the house. Use of sheets is prohibited. Temporary coverings are not permitted after the first 30 days of occupancy.

11. Solar Shades

Shades and awnings for solar screening are permitted with Association approval.

12. Unauthorized Landscape Modifications

Owners and tenants may not trim, prune or remove any portion of a tree, shrub, or other landscaping feature that is located on another Unit or Common Area for any reason. No trees, shrubbery, plants, or greenery installed and maintained by the Association that are on Common Area shall be cut, pruned, or tampered with in any way without permission of the Association. Owners causing any damage to existing landscaping and or buildings may be responsible for the cost of repair and/or replacement.

13. Exterior Decorations

Holiday items may not be installed earlier than 30 days prior to the holiday and must be removed within 7 days after the holiday. The Association has the right to limit any decorations and require removal.

14. Flags and Banners

- Display of the American Flag – Owners and Tenants may display a single American Flag in accordance with the US Flag Code (Title 4, Chapter 1 of the U.S. Code). Flags can be no larger than 36”x54” and must be affixed to the dwelling. Free-standing flagpoles are prohibited within Poulsbo Place II. Additional American Flags used as part of a holiday display are allowed but must comply with the requirements of Section II.G.13.
- Other flags and banners – No flags and/or banners (other than American flags) may be displayed within Poulsbo Place II except as a part of a holiday display (which must comply with the requirements of Section II.G.13). A single seasonal flag no larger than 3’ x 5’ may be displayed for up to four months within a year.

II. Complaints, Compliance and Fines

A. Homeowner Complaint Procedure

The Association has established complaint and compliance procedures designed to both identify and adjudicate violations of the CC&R’s, Rules and Regulations in a timely and efficient manner. While Homeowners are encouraged to resolve concerns between themselves, in the event a complaint must be filed, the following procedures will be used:

- Homeowner will complete a Complaint Form (located in the Association’s web portal) and submit by USPS or email to Agent. Describe the complaint/issue in detail including the who, what, when, where and why. Ensure that your narrative is clear enough to give a reader with no prior knowledge of the situation a complete understanding of the problem. Cite the CC&R or Rule/Regulation and provide photos, if possible.
- If Agent agrees that a violation is occurring, the subject owner will be notified in writing to come into compliance pursuant to the Compliance Timeframe in Section III. D.

B. Agent Compliance Inspections

On a schedule established by the Board, Agent will periodically conduct inspections of all homes in PP II and will create a list of CC&R and/or Rules and Regulations violations resulting from each inspection. Agent will then send notices of violations to the Unit owners and will respond to inquiries from Homeowners resulting from any notice of violation.

The Agent will monitor Homeowners' progress toward remedying violations after notices have been sent so that appropriate follow up action may be taken. When new violations occur in months when no site visit is scheduled, the Association will report violations to the Agent for follow up. Upon notice from the Association, the Agent will notify Homeowners in violation of CC&R's and/or Rules and Regulations regarding the specific violation and follow up needed to remedy.

In all circumstances the Agent will follow the Association's enforcement policies and procedures.

C. Challenge/Dispute of Violation

If a Homeowner wishes to challenge the validity of either a Homeowner Complaint or the findings of an Agent inspection, the Homeowner will notify the Agent of their challenge. Agent will then notify the Board for final resolution. Agent does not have the authority to waive any prescribed financial penalties that may be levied against any Homeowner. Only the Board can waive prescribed financial penalties. The Board (or its committee's) will only become involved if the Homeowner wishes to dispute or otherwise challenge the violation.

The first step of the resolution process once the dispute is received by the Board will be a review by the appropriate chartered committee (Landscaping, Architectural or Compliance) who will review both the Violation as well as the challenge. The chartered committee will then either uphold the original complaint/violation or will overrule the original complaint/violation in favor of the target Homeowner and will notify the participating Homeowners of its decision.

If the Homeowner is not satisfied with the review/decision of the chartered committee, the Homeowner can then request a hearing before the full Board. If a hearing is requested by an owner, it will be scheduled for a closed session at the next regularly scheduled Board meeting. If the next regularly scheduled Board meeting is more than 14 business days away, the Board will make a concerted effort to schedule a single purpose meeting solely to adjudicate the dispute. While the decision of the Board will be final, the owner has the right to pursue legal action at their own expense but such legal action will not prohibit the Board from continuing to assess fines pursuant to the published schedule of Fines in Section III. D. The Association is entitled to collect reasonable attorney's fees and costs it may incur as a result of any legal action.

D. Compliance Timeframes

Homeowners are required to submit a completed **Homeowner Response Form** (that accompanies the Notice of Violation) to Agent within 14 days of the date of the Notice of Violation. Failure to submit the **Homeowner Response Form** will not delay or otherwise modify the prescribed remedies of the Association. Homeowner requests for extensions will be approved or denied at the Agent’s discretion using the Compliance Timeframes as a guide. Disputes, requests for a waiver of fines or a hearing before the Board will be submitted by Agent to the Board for action.

To ensure reasonable and consistent application of time to bring any violation into compliance, the following resolution timetable will be employed:

<u>VIOLATION/COURTESY NOTICE</u>	<u>TIME ALLOWED FOR RESOLUTION</u>
Dirty siding	2 months
Dirty gutters	2 months
Exterior repairs (incl. but not limited to garage doors, windows, roofs, gutters, fences)	3 months
Exterior painting	12 months
Landscaping	3 months
Moss on roof	6 months
Unapproved modification	14 days to apply for approval
User maintenance (incl. but not limited to cleaning cement areas / front porch stoop, clean fencing)	1 month
Unightly (incl. but not limited to trash cans, trash/debris, unused flowerpots, improper storage, prohibited flags and/or signs)	Upon notice
Nuisances (incl. but not limited to noise, animals, fireworks)	14 days

Second Notice: If after the TIME ALLOWED FOR RESOLUTION the violation remains unresolved/uncorrected, a second notice (fine warning) will be sent to the lot owner.

Third Notice: If the violation is not corrected within 30 days of the date of the second notice, the owner will receive a third notice and assessed a \$150 fine.

Subsequent Notices: If the violation continues unresolved/uncorrected for an additional 30 days after the assessment of the \$150 fine, then a daily fine of \$30 will be assessed commencing the 31st day after the date of the 3rd notice and will continue until such time as the violation is resolved/corrected.

If a homeowner receives a Notice of a Violation and the same Violation is found again in the next inspection, but the Time Allowed for Resolution for the initial Violation has expired, then the second Violation will be administered as though the original Violation was never resolved. In other words, if a violation continues unresolved in back to back inspections and the Time Allowed for Resolution from the “Violation/Courtesy Notice” has passed, then enforcement of

the second violation will not include another "Violation/Courtesy Notice" but, rather, will begin with a "Second Notice".

This schedule will not be interrupted due to disputes, challenges or appeals.

E. Fines

Fines will be assessed as noted below for non-compliance with the specific Rules and Regulations of the Association:

1. Parking Fines

- If a vehicle is blocking and/or encroaching a fire lane in any way, the police department will be notified for immediate action.
- For other parking offenses, a warning is issued on the first offense and the homeowner has 72 hours for correction.
- The vehicle will be towed (at owner's expense), if not moved, for the second offense.
- A fine of \$100, in addition to towing, will be assessed for the second and any subsequent offenses.

2. Animal Waste Fines

- A warning is issued for the first offense.
- A \$100 fine is levied for the second offense.
- The fine for each offense beyond the second is \$200.

3. Dumping Fines

- A \$250 fine will be levied against any Homeowner found dumping debris of any kind on Poulsbo Place II property.
- In addition to any fine, the Homeowner will be responsible for the cost of removing the debris and will have 7 days to do so.

4. Work Stoppage

Any homeowner(s) (or tenant) that, in any way, prevents work authorized and/or contracted for by the Association to be delayed and/or completed on schedule, and that delay results in any additional financial cost to the association, said additional financial cost to the Association shall be the responsibility of the owner(s) (or tenant) causing the delay and shall be applied to the homeowner(s) account the following month.

III. Poulsbo Place II Collection Policy

- A. Assessments are due on or before the first day of each month and shall be considered late after the close of business on the last business day of the month.

- B. All payments received by the Association, regardless of the amount paid, will be directed first to late charges, fees, costs of collection, interest, past due assessment balances and then current assessments, unless otherwise specified by written agreement.
- C. Delinquent accounts will be charged a \$30.00 per month late fee plus 12% per annum interest if full payment is not received by the close of business on the last business day of the month.
- D. Delinquent accounts will continue to accrue a \$30.00 late fee and 12% per annum interest each month thereafter until the account is paid in full.**
- E. After 3 months of delinquency, the Association may prepare a "Notice of Intent to Lien & Collect" sent via certified mail. A \$35 fee will be charged to the owner's account for this notice.
- F. If the account is not brought current within thirty days of the mailing of the "Notice of Intent to Lien & Collect", a lien will be prepared and recorded against the property and the owner(s) thereof and the debt will be turned over to a 3rd party collection agency or attorney for collection. All resulting collection fees and costs associated with recording the lien will be added to the total delinquent amount secured by the lien. The lien shall have perpetual existence until the assessments are paid.
- G. The Association may also, at the expense of the property owner, proceed to take all additional enforcement remedies including foreclosure of lien or suit for money damages. The Association may recover all reasonable costs incurred in collecting any delinquent assessments, including reasonable attorney's fees. These fees will be added to the Owner's account and the Owner is responsible to pay the same.
- H. The Association may, for good cause and at its sole discretion, agree to a payment plan which permits payment of the delinquent assessments(s), late charges, interest and other related collection costs. Owners are encouraged to contact the Association if they are experiencing financial hardship and need to arrange alternative payments.
- I. There will be a \$30.00 "Non-Sufficient Funds" check charge for checks or electronic payments that are returned for insufficient funds, in addition to any bank charges assessed by the Association's bank.
- J. All notices referenced above will be mailed to the owner(s) last known mailing address.
- K. The mailing address for payment of assessments is:

Poulsbo Place II
HOA Community Solutions Processing Center
P.O. Box 97974
Las Vegas, Nevada 89193-7974
(253) 985-3812 PHONE; (253) 313-1219 FAX