

BILL OF RIGHTS
RULES & REGULATIONS

Jornada Homeowners Association
Auburn, Washington

Effective June 1, 2008
Adopted December 4, 2002
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Jornada Homeowners Association
C/O AROUND THE CLOCK, INC. CRMC
716 WEST MEEKER STREET SUITE 101
KENT, WA 98032
253-852-3000
www.Jornadahoa.org

February 27, 2017

TO: RESIDENTS OF JORNADA HOMEOWNERS ASSOCIATION

FROM: JORNADA HOA BOARD OF DIRECTORS

SUBJECT: JHOA Member Bill of Rights
Jornada Rules and Regulations

Enclosed is a copy of the updated Jornada Bill of Rights. Please read and refer to this document in order to understand your rights as a homeowner in the Jornada community. Homeowner rights have been established to protect your individuality while maintaining a high level of community standards.

Enclosed is a copy of the Jornada Rules and Regulations for your records. Please read and refer to this document in order to understand the responsibilities of the residents and homeowners in the Jornada community. Many, but not all, questions regarding permitted or prohibited activity, as outlined in the CC&Rs, are further detailed here. These Rules and Regulations are effective February 2, 2017.

The Jornada Rules and Regulations are not intended to define an Association member's relationship with their neighbors. Association members are urged to communicate with, and to assist, each other in order to resolve questions when they occur. The Rules and Regulations are a guide of what is expected of each property owner in order to protect the quality of living in our community.

The Jornada Rules and Regulations are a safety net, with definitive action to be taken by the Board of Directors to protect the member residents of the Jornada Homeowners Association.

--Jornada HOA Board of Directors

Jornada Board of Directors Mission Statement:
Create a community with vision, integrity & spirit.

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Member Bill of Rights

- 1.0 Homeowners have the right to peace of mind concerning the safety of their family.
- 2.0 Homeowners have the right to promote the nation's traditional ideals of freedom, individuality and resourcefulness in the design, construction and operation of the homeowners association.
- 3.0 Homeowners have the right to freedom of speech and assembly.
 - 3.1 Homeowners have the right to submit articles to the HOA newsletters, for which their own dues have paid, and to have those articles published.
 - 3.2 Homeowners have the right to start alternative websites or circulate flyers.
- 4.0 Homeowners in good standing have the right to vote as long as he/she owns property in the neighborhood.
- 5.0 Homeowners have the right to expect that their neighbors, as well as they themselves, will comply with the established Rules and Regulations of the community.
- 6.0 Homeowners have the right to receive, in a timely manner, any and all transactions of due process.
- 7.0 Homeowners have the right not to lose their home due to vague covenants.
 - 7.1 Homeowners have the right to due process, with compassion, for the 'real' effect of the infraction to the total community.
- 8.0 Homeowners, at an Association meeting, have the right to discontinue governance by the HOA with a favorable vote by 2/3 of the total Association.
- 9.0 Homeowners in good standing have the right to access all records of the Association.
 - 9.1 Homeowners in good standing have the right to expect that the CCR's mandate the right of all homeowners to complete access to the books and records of the Association.
 - 9.2 Homeowners in good standing have the right to view audit reports.
 - 9.3 Homeowners in good standing have the right to clear disclosure of all lawsuits, construction defects and liabilities that affect homes and common property in the Association.
 - 9.4 Homeowners in good standing have the right to receive minutes of Association meetings.
 - 9.5 Homeowners in good standing have the right to view all records of the Architectural Review Committee.
- 10.0 Homeowners have the right to attend all HOA related meetings.
- 11.0 Homeowners have the right to be governed by CCR's that are easy to read and devoid of confusing technical jargon.
- 12.0 Homeowners have the right to expect that the CCR's are to be designed from the perspective of the homeowner, and must respect the central role which a home plays in the life of its members.
- 13.0 *Homeowners have the right to expect that the CCR's mandate the right to equal services and treatment for all.*
- 14.0 Homeowners have the right to expect that, where fraud and concealment of information has taken place within the Association, there should be no statute of limitations.
- 15.0 Homeowners have the right to expect term limits for board members.

- 16.0 Homeowners have the right to expect that assessments will be used only for the purposes for which they were collected and also have the right to an adequate accounting and full disclosure of expenditures.
- 17.0 Homeowners have the right to appeal, to the Association Board of Directors, any decision made by the Architectural Review Committee.
- 18.0 Homeowners have the right to expect thirty (30) days notice prior to the effective date of changes to the Rules and Regulations.

Jornada Homeowners Association

Rules and Regulations

Section 1 Application and Authority

- 1.1 The Rules and Regulations are established to protect the rights of all residents and to preserve the attractive, quality appearance of the homes in the Jornada community. They apply equally to all residents, owners or renters.
- 1.2 The Board of Directors in accordance with the Declarations has approved the Rules and Regulations.
- 1.3 Owners shall be provided with a current copy prior to the effective date of the Rules and Regulations.

Section 2 General Rules and Regulations

- 2.1 Rules and regulations promulgated by the Board of Directors shall apply to and be binding upon the owners and/or occupants of Jornada Home Owners Association and on their invitees and visitors.
- 2.2 Owners shall be responsible for the actions of residents as well as all visitors on their lot, and for their compliance with all provisions of the Declaration, the by-laws, and all the Rule and Regulations of the Board of Directors. Owners shall take appropriate action to ensure compliance when any violation occurs.
- 2.3 Owners shall be responsible for informing any occupants of the provisions of the Declaration, by-laws, and the Rules and Regulations and shall take such actions as may be required to secure compliance when any violation occurs. Owners shall be responsible to submit to the Board, or a management agent, a completed "Renter Acknowledgement & Privileges Waiver" form at least twenty-one (21) days prior to the change in occupancy.
- 2.4 Occupants shall be responsible for informing any invitee or visitor of the provisions of the Declaration, the by-laws, and Rules and Regulations and shall take such actions as may be required to secure compliance when any violation occurs.
- 2.5 Proposed additions or amendments to the Rules and Regulations must be submitted to the Board of Directors in writing and will be considered at the next scheduled Board meeting or at a special meeting.
- 2.6 Adoption of proposed Rules and Regulations shall be implemented by a majority approval of the Board of Directors, with 30 days notice to homeowners upon adoption.
- 2.7 The members of the Jornada Homeowners Association, at a general membership meeting may challenge any Rule or Regulation. A Rule or Regulation may be overturned by a two-thirds majority vote of the total Association. The vote will be by secret ballot.

Section 3 General Construction and Landscaping Control

The Architectural Review Committee (ARC), working under the authority of the Jornada Homeowners Association Board of Directors, has been created for the sole purpose of maintaining the quality and value of the entire property of Jornada. The ARC shall have the authority to determine and establish standards, involving but not limited to, aesthetic considerations of harmony of construction and color, which it determines to be in the best interest of providing for attractive development of the community. The ARC has responsibility for the maintenance of common areas. The ARC may contract with a landscape service, subject to Board approval.

Construction

- 3.1 An Architectural Review Committee (ARC) shall consist of a minimum of three (3) to maximum of five (5) lot owners appointed by the Board of Directors. One Board member will be appointed to act as a communication facilitator between the ARC, Board, and managing agent. Such appointee need not be a voting member of the ARC.
 - 3.1.1 The ARC will determine one of its members to be Chairperson for the committee.
 - 3.1.2 The ARC has the responsibility to provide recommendations to the Board for the authorization of funds.
 - 3.1.3 Membership on the ARC is limited to one (1) person per household, even if the household owns two lots.
- 3.2 Construction plans, drawings, specifications and plot plans must be submitted to the ARC including the nature, kind, shape, height, materials, colors and location. All plans, specifications and plot plans are to be submitted to the ARC utilizing the ARC Request for Architectural Review Form.
- 3.3 Application for ARC approval must be submitted prior to commencement, erection, or alteration of any building or structure. The ARC must respond in writing within thirty (30) days after receiving a fully complete package of construction plans, drawings, specifications, and plot plans.
- 3.4 The ARC will review all proposals submitted pursuant to Rule 3.2. Such review will include, but not be limited to, the following consideration: quality of workmanship, use of materials, conformity with proposed and existing structures and current neighborhood aesthetics as described in the Declaration.
- 3.5 In the event the ARC fails to approve or disapprove within (30) days a proposal submitted pursuant to Rule 3.2, the proposal would be deemed approved for the limited purpose of the compliance with Rules and Regulations.
- 3.6 If the ARC does not approve a submitted proposal, the applicant may apply for an appeal, in writing, with the Board of Directors. The Board may overturn the ARC ruling by a majority vote.
- 3.7 Original plans submitted to the ARC shall be kept on file at the Management Company and a copy with the ARC Chairperson. A copy of the plans shall be returned to the homeowner of record and should be kept available for reference.
- 3.8 Any improvement constructed on any Lot must be completed within six (6) months from the commencement of the project, or approval will be considered void.
- 3.9 The ARC has the right to approve or disapprove any proposed swimming pools and other recreational structures or equipment as described in the Declaration. No recreational structure or equipment shall be permanently attached to the front or sides of the structure visible from the street.
- 3.10 The ARC shall have the right to require, at the Lot owner's expense, the trimming, tipping, or removal of any tree, hedge, or shrub on a Lot, which the ARC determines, is unreasonably blocking or interfering with the view or access to sunlight of another Lot.
- 3.11 All colors of all exterior materials and trim features must be approved by the ARC.

Landscaping

- 3.12 All outbuildings shall be of the same architectural style as the main residence on the lot and shall be constructed of similar material. Outbuildings include, but are not limited to, storage areas, sheds, and potting sheds. Excluded are green houses.
- 3.12.1 Storage sheds are allowed but not to be visible from the street or taller than six (6) feet when detached from the house. Storage sheds attached to the house must be submitted to the ARC for approval prior to construction. All sheds must fit the color scheme and match the harmony of the existing exterior design and location in relation to, and its effect upon, surrounding structures and topography.
- 3.12.2 Green houses shall have the framework constructed out of metal or wood. The panels shall be clear glass. No colored, frosted glass or plastic will be permitted. To blend the architectural style of the green house and the main structure on the lot, the green house shall have wood trim that is painted the same colors as the main structure.
- 3.13 Any structure erected or placed on any lot shall be completed as to external appearance, which is to include the final painting, within six (6) months from the date framing commences.
- 3.14 Landscaping shall be completed within six (6) months from the date the structure is completed. Landscaping includes the lawn, rockery, shrubbery, etc. for the entire front yard. The remaining yard must be landscaped within twelve (12) months from date of completion or ownership. Lots without structures shall complete landscaping within six (6) months from the date of purchase.
- 3.15 No fence, wall, or hedge shall be erected or placed on any lot nearer to any street than the minimum building setback line, or the actual building setback lines, whichever is further from the street, except nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two (2) feet above the finished grade at the back of said wall.
- Fences bordering greenbelt areas shall be erected with the finished side facing the greenbelt areas. No fencing shall be permitted in the front yard. On corner lots, fencing shall only be allowed from the rear corner of the house to the rear lot line along the exterior side lot line. All fencing shall be approved by the ARC prior to installation.
- Exterior color of fences shall be two (2) similar colors throughout Jornada, which colors shall be approved by the ARC. Fence exteriors facing the street will be stained no less than once a year.
- The care and maintenance of perimeter fencing will be the responsibility of the adjoining lot owners.
- 3.16 ARC is responsible for Association compliance to the "Vegetation and View Enhancement and Maintenance Easement".
- 3.17 At no time shall a homeowner personally contract a service company on behalf of the Association. The Association will not be responsible for any service company charges resulting from such a contract.

Section 4 General Use of Residence

- 4.1 Owners and/or occupants shall maintain their home and property in compliance with the requirements of the Declaration.
- 4.2 The Board of Directors and the managing agent shall give notice in accordance with section seven to owners who fail to perform proper upkeep of their home in violation of the Declaration.

- 4.3 Containers used for garbage, recycled material, and/or yard waste shall not be kept in view of Jornada residential streets except for the period beginning at 5:00 PM the day before trash collection and ending at 10:00 PM the day of trash collection.
- No yard waste or trash of any type is to be discarded in, or on, the greenbelt areas within, or bordering the Jornada development. Greenbelt areas do include the Tracts A, B, C, & D which are part of the Jornada community.
- 4.4 Parking or storage of trailers, boats, motor homes, recreational vehicles, or any disabled or inoperable vehicles on the driveway (other than completely within an enclosed garage or within an enclosure approved by the Board of Directors or the ARC) for more than forty-eight (48) hours is expressly prohibited. RVs, trailers, and recreational equipment are forbidden from parking on the streets in Jornada. Violators may be subject to public impound at the expense and risk of the owner. Refer to section 4.8 for additional parking regulations.
- 4.5 Only one (1) satellite dish will be allowed per lot in the Association for purposes of receiving telecommunications transmissions. Per the Federal Communications Act of 1996, dishes must be thirty-nine (39) inches, or smaller, in diameter. They must be placed on the property in the least most obtrusive position without interfering with receiving the frequency. All lot owners must submit an Architectural Control Request Form a minimum of ten (10) days prior to installation of the dish.
- 4.5.1 Installation of an antenna requires prior approval by the ARC, which maintains Rules For Installation of Antenna in Jornada. A copy of these rules may be obtained from the ARC Chairperson. A copy of these Rules will be provided along with the approval, in writing, by the ARC to the requesting homeowner.
- 4.5.2 In the event the ARC fails to approve or disapprove within (10) days a proposal submitted pursuant to Rule 4.5, the proposal would be deemed approved for the limited purpose of the compliance with Rules and Regulations.
- 4.6 Use of fireworks in the Jornada Community is prohibited, in compliance with all city of Auburn codes. All liabilities are the responsibility of the homeowner. Discharging of fireworks will result in an immediate \$500 fine in addition to City of Auburn penalties.
- 4.7 Use of firearms and related activities, such as bows and arrows, BB or pellet gun target practice, are strictly prohibited.
- 4.8 No lot shall be used for other than one detached single-family dwelling with outdoor driveway parking for no more than three (3) cars. Resident parking is allowed only in the resident's garage or driveway. Residents may not park on the streets in Jornada. Street parking is allowed for short-term guest parking only. All vehicles parked outdoors must be in operating condition and display current licensing. Inoperative vehicles will be towed/removed at the owner's risk and expense without additional warning. These rules are in addition to City of Auburn posted, parking restrictions. Homeowners in violation of this policy will receive a warning letter and be granted 15 days to comply. Each subsequent violation cited at that address will result in an immediate \$250 fine.
- 4.9 Overnight driveway parking of a single commercial vehicle, (trucks not exceeding three quarter (3/4) ton) directly related to the occupants' work is allowed. Any deviation requires a time limited, written waiver from the Jornada Homeowners Association Board.
- 4.10 Automobile noise is to be kept to a minimum, with no pro-longed idling or racing of engines. Radio/stereo systems will not be audible outside of the vehicle while in the neighborhood. Homeowners will be responsible for their guests as they enter and leave the neighborhood.

4.11 No resident or guest shall cause loud or disturbing noises nor will permit any act that will impact on the rights, comforts, or convenience of other homeowners. The hours between 10:00 PM and 7:00 AM are to be considered "quiet hours".

4.12 Clotheslines and outdoor laundry drying are strictly prohibited.

4.13 No signs shall be displayed to the public view on any lot except one realtor's or similar quality sign of not more than one (1) square foot, one (1) sign of not more than five (5) square feet advertising the property for sale or rent.

Political signs are allowed with a limitation on size of two (2) square feet and must be removed within 24 hours after the completion of elections. Political signs may be installed three (3) weeks prior to the election.

Garage sale signs may be installed no more than five (5) days prior to the event and must be removed by dusk on the final day of the sale.

No signs are to be posted in common areas.

4.14 Garage sales are allowed in Jornada. Sales are limited to two (2) day duration. Merchandise may be displayed in driveway and garage areas only. Common areas, front lawns and other landscaped areas are strictly off limits for display purposes. All merchandise must be removed from display by dusk of the second day.

4.15 Exterior holiday lights and decorations are allowed. Lights and decorations may go up two weeks prior to the holiday and must be removed within one week after the holiday.

The exception to this will be the Christmas/Chanukah period when lights and decorations may go up at Thanksgiving. All Christmas and Chanukah decorations including lights must be completely removed by January 31st.

If complaints by homeowners arise, the Board may ask for removal of the display. If the display is not removed, a fine may be imposed.

4.16 Hose Storage: Hoses may not be stored on hanger on front or sides of home. Hoses must be stored in a hose storage container so they are not visible when not in use. Hoses may not be left rolled up on the ground when not in use.

4.17 Fountain Covers: Fountain covers may be placed on fountains between 11/1-3/31 for protection. Fountain covers should be earth tone to blend with the rest of the landscaping.

Section 5 Pet and Animal Care

5.1 Homeowners are encouraged to understand and abide by any and all applicable County or State ordinances regarding pet control.

5.2 Pets must be walked on a leash, not running unattended to neighboring properties.

5.3 When outside, pets must be in the company of and controlled by their owners.

5.4 All neighboring landscaped areas, flowerbed and rock areas are strictly OFF LIMITS to animals.

5.5 Pet owners are required to clean up any excrement deposited in the Common Areas by their pets and are financially liable for any damage caused by their pets.

Section 6 Homeowners Assessments and Fees

- 6.1 Homeowner assessments are stated per year per lot and are due on January 1, unless the Board has provided a different stipulation. An invoice will be sent by the Treasurer, or by a management agent, before the due date. The Treasurer, or the management agent, deems assessments delinquent if not received by March 31.
- 6.2 An automatic late charge of fifty dollars (\$50.00) shall be added to each delinquent lot, for the first thirty (30) of delinquency, and shall be included as part of the payment. For the second thirty (30) days of delinquency (31-60 days from the due date), an automatic late charge of one hundred dollars (\$100) shall be added to each delinquent lot and shall be included as part of the payment. For each thirty (30) days of delinquency beyond 60 days from the due date, an automatic late charge of two hundred dollars (\$200) shall be added to each delinquent lot and shall be included as part of the payment. These sequential, thirty (30) day, delinquent charges are cumulative.
- 6.3 Delinquent homeowners will receive a notice and billing, that includes late charges, by the last day of the billing month. The due date for this billing will be the fifteenth (15th) day of the following month.
- 6.4 Any lot having a delinquency of ninety (90) days, or greater, will have a lien action initiated by the Association, or a management agent, with any additionally incurred charges, such as lien filing fees, charged to the lot.
- 6.5 Any lot having a delinquency of one thousand dollars (\$1,000), or greater, will have a foreclosure action initiated by the Association, or a management agent, with any additionally incurred charges, such as lien filing fees and all legal expenses, charged to the lot.
- 6.6 Partial, or installment, payments made by the homeowner to subjugate the lien, or foreclosure, account will be applied first to the oldest outstanding balance.

Definitions: Lien - A legal claim against an asset, which is used to secure, a loan and which must be paid when the property is sold.

Foreclosure - The legal process by which an owner's right to a property is terminated, usually due to default. Typically the process involves a forced sale of the property at public auction, with the proceeds being applied to the mortgage debt.

Member in good standing - A homeowner who has no delinquent payments or outstanding fines.

Section 7 Grievance / Due Process / Enforcement

The following Grievance Policy is established in order to create a fair and equitable procedure for making, receiving, handling, and resolving grievances submitted to the Board of Directors by members of the Association in good standing. The Board reserves the right, on a case by case basis, to review a grievance by a member who is not in good standing.

Grievance Policy

- 7.1 The Board of Directors of the Jornada Homeowners Association (hereafter the "Board") is responsible for membership compliance with the Declaration to the extent permitted in the Bylaws and these procedures. The Board will act on grievances that are submitted by Members and which constitute violations of the Declaration.
- 7.2 Any Board member may submit a grievance in their capacity as an Association member, but thereafter must abstain from participating in any Board capacity in the resolution of the grievance. This provision shall not be interpreted to restrict any other duties or responsibilities of that individual in their capacity as a Board Member.
- 7.3 The grievance procedure is intended to resolve problems that cannot be otherwise resolved by Jornada residents. When grievances are submitted that do not constitute a violation of the Declaration, the Board will respond to the Member in writing explaining why the grievance cannot be acted upon.
- 7.4 Any action taken by the Board to resolve a grievance must be agreed upon by a majority of the Board.

- 7.5 The aggrieved member should make initial contact with the person causing the alleged grievance. Though not a requirement, it is preferred that the persons concerned arrive at a solution not requiring formal intervention by the Board.
- 7.6 When the persons concerned cannot in good faith resolve the grievance, the grievance shall be submitted in writing, to the Jornada Homeowner's Association Board of Directors, or their management agent.
- 7.7 At their discretion, the Board may acknowledge and respond to oral concerns raised by members of the Association in good standing, but Board action in such instances shall be limited solely to verbal communications with the person causing the concern, unless the Board determines otherwise.
- 7.8 The Board requires that each grievance be submitted as a separate writing. Submission of multiple grievances within a single writing is prohibited. Submittal form is attached. Please complete as much of the requested information as possible.
- 7.9 Upon receipt of a written grievance from a member in good standing, the Board shall review the grievance to determine whether it constitutes a violation of the Declaration.
- 7.10 Following a determination of the sufficiency of the grievance, the Board shall consider, investigate as appropriate, and determine what response, if any, is appropriate to the grievance. A response may be informal or formal, may consist of one or more of the following steps, any combination or order of these enumerated steps, or may consist of other actions that the Board deems appropriate. Among the possible actions, the Board may:
- 7.10.1 Identify for the aggrieved Member, alternatives that may be more appropriate for resolving the grievance than immediate Board intervention.
- 7.10.2 Direct one or more Board Members to contact the party in alleged violation of the Declaration, to discuss the grievance and potential corrective measures.
- 7.10.3 Correspond with the person(s) involved.
- 7.10.4 Provide official notification by the Board of a Declaration violation, outlining the necessary corrective action. A copy of the Declaration section violated may accompany the notice.
- 7.10.5 Contact any appropriate governmental or other agency for occurrences within the agency's jurisdiction.
- 7.10.6 Complete the work necessary to remedy the violation by employing a manager, attorney, an independent arbitrator, or such other employee, as the board deems necessary to enforce the Declaration.
- 7.11 At any point in the process the member who originated the grievance may withdraw a grievance. However, the Board may continue to proceed of its own accord on a matter originally brought to the Board's attention through a grievance that is later withdrawn.

Due Process

- 7.12 All grievances, complaints, and concerns may be considered at the next Board meeting or at a special meeting if indicated.
- 7.13 Any matter incapable of resolution in the normal course of business at a regular Board meeting shall be scheduled for a sanction hearing with notice sufficient to inform all interested persons of the time and date of the hearing and the subject matter to be considered. Notice shall be given not less than fourteen (14) days prior to the hearing.

Enforcement

- 7.14 Owners and occupants in violation of the provisions of the Declaration and Amendments hereto, the by-laws, or the Rules and Regulations adopted by the Board of Directors may be subject to the following procedures to enforce compliance:

- A. Courtesy notice of the violation.

- B. Formal notice and fine of \$50.00, if not compliant, in thirty (30) days after courtesy notice.
- C. Notice and fine of \$250.00 for each subsequent thirty (30) days, if not compliant.
- D. Homeowners, subject to an infraction charge, will receive a notice and billing, that includes fine charges, by the last day of the billing month. The due date for this billing will be the fifteenth (15th) day of the following month.
- E. Any lot having a infraction fines of ninety (90) days, or greater, will have a lien action initiated by the Association, or a management agent, with any additionally incurred charges, such as a filing fees, charged to the lot.

Warnings are in-effect for the same violation for 12 months from the date of the first notice.

OR

Formal notice and applicable fine will be assessed for the same violation if it occurs within 12 months from the date of the first notice.

- F. Accounting procedures recognize these fines as 'assessments owing' which means that unpaid fines in a given year will become delinquent assessments the following year, during the annual assessment collection, and will then be subject to the penalties of delinquent assessments.

NOTE: THE PURPOSE OF ASSESSING A FINE IS TO ENCOURAGE COMPLIANCE WITH THE RULES ONCE A WRITTEN NOTICE OF VIOLATION HAS BEEN ISSUED.

- 7.15 Any fine, penalty, charge, or fee imposed shall be paid within five (5) days of notice of the imposition of the same and if not paid shall be added to all other sums due or which may become due and shall be subject to collection procedures provided in such cases.
- 7.16 The Board of Directors has the authority, per the Declaration, to use monetary fines to assure timely and consistent compliance with the Rules and Regulations. Violations may result in a fine according to the Schedule in Section 7.14. A first warning shall be issued where noted. Failure to pay any portion of the fines will result in action by the Board of Directors in placing a lien against the owner in violation and may be foreclosed upon by the Association.
- 7.17 All owners shall be sent a copy of the Rules and Regulations to their last known address.

Section 8 Homeowners and Occupants Registration

- 8.1 A Homeowners and Occupants Register containing information required for the efficient operation and maintenance of Jornada shall be kept in the form, and containing the information, required by the Board of Directors, by the managing agent, and by the Secretary of the Board of Directors. The managing agent and any member of the Board of Directors may act in the collection of any or all information required. The register shall be kept current and complete.
- 8.2 Homeowners and/or occupants shall provide or cause to be provided all information requested within ten (10) days of its request.
- 8.3 Owners shall provide the following information:
 - A. Lot number
 - B. Name of legal owner(s)
 - C. Address
 - D. Home and work telephone numbers
 - E. Name of occupant(s), if not owner-occupied
 - F. Persons to notify in an emergency
- 8.4 Non-owner occupants shall provide the following information:

- A. Lot number
- B. Names of occupants
- C. Home and work telephone numbers
- D. Persons to notify in an emergency

Section 9 Elections Process

Election Summary

- 9.1 A Jornada Homeowners Association meeting may be held during the November-December time period for the purpose of electing members to the Board of Directors.
- 9.2 A written notice of the meeting must be mailed to each Association member not less than 14 days, nor more than 60 days, prior to the date fixed for said meeting.
- 9.3 The presence at any meeting of Members in person, or by proxy, representing at least 25 percent of the total votes in the Association constitutes a quorum.
 - 9.3.1 If the election cannot be held because quorum has not been met, the meeting may be adjourned to a time not less than 14 days nor more than 60 days from the original meeting date.
 - 9.3.2 At this second meeting, the presence of members in person, or by proxy, representing at least 12 percent of the total votes in the Association constitutes a quorum.
 - 9.3.3 If the quorum is not met, either in person or by proxy, at the second meeting, the election for a new Board of Directors is abandoned, and the current Jornada Homeowners Association Board of Directors remains seated.
 - 9.3.3.1 When the election is abandoned due to lack of quorum, any currently seated Board member wishing to resign may do so. The remaining Board members may fill the vacated position by appointing, by simple majority, any qualified Jornada homeowner, regardless of whether that homeowner ran for the Board of Directors in the attempted election. The appointment is for the full term of the position.
- 9.4 The authorized number of Directors for the Corporation shall be a minimum of three (3) and a maximum of five (5); and, each Director must be a member in good standing of the Association.
- 9.5 At the first election meeting, the members shall elect three directors for a term of two years and two directors for a term of one year. Thereafter, members shall elect directors for a term of two years.

Inspector of Elections

- 9.6 The Inspector of Elections shall perform the following duties:
 - 9.6.1 Determine the number of memberships outstanding and the voting power of each.
 - 9.6.2 Determine the number of members represented at the meeting.
 - 9.6.3 Determine the existence of a quorum.
 - 9.6.4 Determine the authenticity, validity and effect of proxies.
 - 9.6.5 Receive votes, ballots or consents.
 - 9.6.6 Hear and determine all challenges and questions arising in connection with the right to vote.
 - 9.6.7 Count and tabulate all votes or consents.
 - 9.6.8 Determine when the polls shall close.

- 9.6.9 Determine the voting results.
- 9.6.10 Perform such other acts as may be proper to conduct the election or vote with fairness to all Members.

Election Committee

- 9.7 The Election Committee shall consist of three to five (3 to 5) homeowners.
- 9.8 Members of the Election Committee, including the Chairperson, shall be selected and approved by a resolution of the Board of Directors prior to the tenth day of August. If a committee is failed to be formed, it will be the responsibility of the Board of Directors to carry out all actions necessary for the election to take place.
- 9.9 The duties of the Election Chairperson shall include, but are not limited to the following:
 - 9.9.1 Accept the Statements of Candidacy from Candidates.
 - 9.9.2 Prepare a budget that includes estimated expenses of Election materials, the estimated fee (if applicable) for the Inspector of Elections, and any other miscellaneous expenses, for submission to the Board for approval. The budget should be submitted no later than one week after the Committee has been appointed.
 - 9.9.3 Assist the Secretary of the Association in the preparation of the Notice of the Annual Homeowners Meeting. The Notice shall contain election information and other articles as appropriate.
 - 9.9.4 Submit a recommendation to the Board of Directors, if requested, for appointment of Inspector of Elections, who shall not be an owner or a resident of Jornada. The Inspector of Elections should be very familiar with election laws and procedures for non-profit corporations.
 - 9.9.5 Review the Election Procedures with the Election Committee prior to the start of the election process to insure a better understanding of the procedures. The performance of these procedures is strictly limited to the Committee.
 - 9.9.6 Prepare a "Declaration of Confidentiality" for the completion and signature by each member of the Election Committee.
 - 9.9.7 Assist in the preparation of the Agenda for the Homeowners Association Meeting.
 - 9.9.8 Present a status report at each Board meeting starting from the month following his/her selection until the Election Committee is dissolved.
 - 9.9.9 Submit recommendations to the Board for approval, for any vacancies to be filled on the Election Committee.
- 9.10 The Election Chairperson or any member of the Election Committee may be removed at any time by a majority vote of the Board.

Declaration of Candidacy

- 9.11 Anyone who intends to run for the Board and wishes to have his/her name preprinted on the ballot, must submit the Declaration by the deadline established by the Election Committee; however, this does not preclude the insertion of names by a homeowner of "write-in" candidates on a ballot or nominations from the floor at the time of the Elections Meeting.

A person serving on the Board of Directors must remain a member in good standing of the Association during his/her entire term.

If a candidate declines to accept the position of Director, the candidate's name shall be removed from the ballot.

- 9.12 Each candidate declaring to run for the Board will be provided with an opportunity to present a campaign statement of up to 250 words that should be presented to the election committee/board at minimum 30 days prior to the election. A recent photograph (2" x 2") will also be accepted for distribution.

- 9.13 Each candidate will also be invited to present a campaign statement to the membership during the Candidates Forum at the Elections Meeting.

Proxies and ballots

- 9.14 Information shall be mailed to all members of the Association prior to the seventh of October announcing the date, time, and location of the Members Meeting for the Election of Directors; as well as a description of all matters that are to come before the meeting. The mailing shall also include a proxy form with appropriate instructions.
- 9.15 The Inspector of Elections must receive the Proxy form, properly completed by the property owner, by the close of registration, no later than 5:00 p.m. on the date of the Election, in order to be counted for the Election.
- 9.16 A Ballot (different from the Proxy) may be obtained from the Election Committee at the Election Meeting to be completed and returned to the Election Committee prior to the close of voting. Any homeowner has the right during the registration period to withdraw any Proxy previously submitted by such owner. No forms will be accepted after the close of voting at the Elections Meeting.
- 9.17 If two or more Ballots, or other Proxies in an acceptable form, are submitted from the same property (lot), the one having the latest date will supersede the others. If the dates are not differentiable, the ballot for that property will be considered null and void.

Voting process

- 9.18 There will be a sign in sheet to validate the homeowner's name and associated property number. In those cases where the names do not match, or the name(s) on the Proxy are unreadable, these documents will be forwarded to the Election Committee for determination and verification to ascertain signature validity. In the event a homeowner transfers title after the date of the most recent homeowners list, the Association shall accept a copy of his/her Deed as proof of ownership.
- 9.19 If the named proxy holder is holding the Proxy, it must be surrendered at the Election Meeting, to the Election Committee, before the close of registration and a Ballot(s) will be issued for voting. If the Association Secretary is holding the Proxy, the named proxy owner has the right to inspect the Proxy during the registration period. The proxy holder will receive a separate Ballot for each directed proxy.
- 9.20 The Inspector of Election will give mailed proxies to the Election Committee Chairperson only at such time as a quorum has been reached, for the purpose of totaling votes and issuing a report of election results.
- 9.21 There shall be only one Ballot for each property.
- 9.22 Vote totals will not be calculated until Election Day.
- 9.23 The Inspector of Elections will tabulate the Ballots.
- 9.23.1 In the event that an outside agent is not retained to tabulate the election material, the Association Election Committee will perform the tabulation.
- 9.24 After the final tabulation of votes, the Election Chairperson will announce the results of the election.
- 9.25 The elected Directors shall be given the "Oath of Office" by the Election Chairperson.
- 9.26 The remaining Directors, as provided in the CC&Rs, fill all vacancies occurring after the Board is sworn in.
- 9.27 The sorted Proxies and Ballots will be placed into a sealed envelope and signed by the Election Committee Members who counted the votes.

Jornada Homeowners Association
Board of Directors

Oath of Office

As a member of the Jornada Board of Directors, I, (*your name*), agree to conduct myself in the following manner:

I will attend as many meetings as possible and prepare in advance by reviewing all materials.

I understand that if I miss 3 consecutive meetings without good cause, the Board can declare my seat vacant and appoint another owner to complete my term of office.

I will avoid self-dealing and I will place the Association's interests above my own personal agenda.

I will cooperate with the other directors and follow the rules of decorum and parliamentary procedure for every meeting, and act in a courteous and civil manner toward my fellow directors, homeowners, employees and contractors of the Association.

I will not divulge confidences or sensitive information to non-directors.

I will not attempt to micro-manage or interfere with the management of the Association or the performance of Association contractors.

I will always act within the scope of my authority as a director/officer and in the best interests of the Association.

I understand that no officer or director has any authority to act independently and that all Board member responsibilities are a direct result of the approval of the Board.

I understand that I am the director of a not-for-profit corporation and I will not directly intervene in any homeowner disputes.

I shall at all times obey the rules of the Association, even if I disagree with them, and shall remain current in the payment of all fees and expenses charged by the Association.

I will not make public statements without the express authority of the Board.

I recognize that I am a fiduciary on behalf of all owners and in all decision-making by the Board I will attempt to use sound business judgment.

I will be sensitive to individual differences, respectful of dissenting opinions and cooperative in implementing the will of the majority of the Board.

I will at all times make a full disclosure of any potential conflict of interest, refrain or abstain from voting on any issues that I have a direct economical benefit and at all times avoid even the appearance of impropriety.

In the event that I cannot faithfully fulfill my duties as a director or officer, I shall submit my resignation from the Board. In the event I violate any of these provisions of my oath of office, I understand that I can be suspended or removed from my duties as a director and/or officer.

Jornada Homeowners Association
ELECTION COMMITTEE

Declaration of Confidentiality

- 1.0 *It is my responsibility to be familiar with, and abide by, all the applicable rules and regulations for the election process.*
- 2.0 *I understand that any oral communication regarding sensitive information, such as candidate status, vote counts, election finances, or personal information, must be conducted discreetly. I will avoid discussions involving sensitive information in areas where individuals, not directly involved, can overhear me.*
- 3.0 *Except in the case of a medical emergency, I will not leave the voting location unattended during the voting process.*
- 4.0 *I understand that any violation, by me, of this Declaration is cause for removal, by the Board, from the Election Committee.*
- 5.0 *I understand that all records associated with the election process are available, upon request, by any Association member in good standing.*
- 5.1 *I understand that the request will come through the Board.*
- 5.2 *If I fulfill the request, I understand that I am responsible to maintain the integrity and security of those records.*
- 6.0 *I understand that if I am privy to information that suggests a violation of the election process, I am responsible to report that information, immediately, to a member of the Board, or the Inspector of Elections.*

I have read, and understood, the above guidelines and agree to comply.

Printed Name: _____

Signature: _____

Date: _____

Jornada Homeowners Association
Architectural Review Committee
Homeowners Improvements Application

An approval by the Architectural Review Committee (ARC) of any exterior painting, fencing, roofing, landscape modification, garden shed, satellite dish, or other exterior-structure or home modification is required before work can begin. Completed form must be forwarded via email to arc@jornadahoa.org

Owner: _____ Lot #: _____
Telephone: _____ Email: _____
Address: _____

EXTERIOR PAINTING – Color Scheme Notebook Available from ARC

☐ Re-Paint with existing exterior colors ☐ Re-Paint with new exterior colors
Exterior colors: Primary _____ Trim _____ Accent _____
_____ (check if applicable) Pre-Approved Color Scheme from Notebook

Enclose paint brand and color samples with names.

STRUCTURAL OR LANDSCAPE IMPROVEMENTS

☐ Fencing ☐ Roofing ☐ Landscape Modification ☐ Garden Shed ☐ Satellite Dish ☐ Other

Project Description (attach additional pages as necessary):

_____ Square
footage of home/structure (or lineal feet of fence): _____

Material (siding, roofing, etc.): _____

Please attach a lot diagram showing the location of the improvement and a detailed drawing of the project.

The above information is complete and accurate to the best of my knowledge.

Applicant's Signature: _____ Date: _____

ARC USE ONLY BELOW THIS LINE
.....

ARC Recommendation: _____ Date: _____

(Check one) () Approved () Denied () Additional Details Required

ARC Member Signature _____ Date: _____
ARC Member Signature _____ Date: _____
ARC Member Signature _____ Date: _____

**Application not considered complete without Page 2 attached*

**Approval is valid for 6 months. See Homeowners Improvement Application (HIA) Page 2, 5.0 for additional information.*

Homeowners Improvement Application Instructions

In addition to the application, you will need to submit, as appropriate, the following attachments.

- Full details of purpose and/or reason for improvement.
- Site plan with scale drawings of exact dimensions of improvement showing location on property. Note distance from property lines. Show relationship of improvement to neighboring homes and/or open spaces.
- Drawings and/or illustrations showing the design of proposed improvement.
 - List type of materials to be used.
 - Identify whether color to be used is same as existing siding, or trim, on house or attach a color chip for review.

• Grading plan, if changes in grade, or other conditions adversely affecting drainage, are anticipated.

Note: Generally, approval will be denied if adjoining properties are adversely affected by changes in drainage.

- Landscape plan, if application is for landscaping or if landscaping is relevant to project.
- Signed written agreement of affected lot owner if improvement falls outside your property lines.
- Signed and dated "Acknowledgement of Applicant" (provided below)

Acknowledgement of Application

- 1.0 I understand that construction of certain major projects requires that I obtain a King County building permit, and may even require a permit from the City of Auburn. Approval of a project by the ARC does not affect, or alter, that requirement.
- 2.0 I understand that no construction activity shall take place prior to approval of the plans by the ARC. The ARC will require a minimum of five (5) days and a maximum of thirty (30) days to complete their review of the project. If alterations are made from the approved plans, I may be required to return the property to its former condition at my expense; and, I may be required to pay all legal expenses incurred if legal action becomes necessary.
- 3.0 I understand that members of the ARC are permitted to enter my property to make reasonable inspection of proposed construction locations.
- 4.0 It is understood that I am aware that the Covenants, Controls & Restrictions, as well as the JHOA Rules & Regulations, will be the basis for the review process by the ARC.
- 5.0 The alteration authority granted by this application will be revoked automatically if the alteration requested has not commenced within six months of the approval date of this application and/or has not been substantially completed within six months of the commencement of the project.
- 6.0 I understand that any approval is contingent upon construction or alterations being completed in a workman-like manner as per plans submitted.
- 7.0 I understand that if I disagree with the ARC ruling, an appeals procedure is provided directly through the Board of Directors.

Signature of Applicant: _____ Date: _____

Jornada Homeowners Association
Grievance Form

DATE: _____

YOUR NAME: (please print): _____
(This is confidential but must be included for Board action to be taken)

DO YOU WISH A PERSONAL RESPONSE TO ACTION TAKEN ON COMPLAINT?
YES _____ NO _____

BEST TIME TO REACH YOU BY PHONE: MORNING ___ AFTERNOON ___ EVENING ___

HOME PHONE: _____ AND/OR WORK PHONE: _____

NAME OF HOMEOWNER (IF KNOWN): _____
ADDRESS (must be accurate): _____

CC&R SECTION # in violation: _____
COMPLAINT: (Please be specific as to dates, times, occurrences, etc.)

WHAT WAS THE OUTCOME WHEN YOU DISCUSSED THIS PROBLEM WITH YOUR NEIGHBOR?

MAIL TO: JORNADA HOMEOWNERS ASSOCIATION
C/O AROUND THE CLOCK, INC. CRMC
716 WEST MEEKER STREET SUITE 101
KENT, WA 98032

Jornada Homeowners Association
GRIEVANCE FORM
- FOR BOARD USE ONLY -

DATE COMPLAINT RECEIVED BY BOARD _____ LOG # _____

BOARD MEMBER HANDLING COMPLAINT _____

ARTICLE AND PARAGRAPH OF JORNADA COVENANTS BELIEVED TO BE VIOLATED:

DATE OF FIRST ACTION _____

NOTIFIED HOMEOWNER BY (PERSONAL VISIT, LETTER, PHONE CALL?) _____

DATE COMPLIANCE TO BE COMPLETED BY? _____

HOMEOWNER RESPONSE: _____

DATE OF SECOND ACTION _____

NOTIFIED HOMEOWNER BY (PERSONAL VISIT, LETTER, PHONE CALL) _____

DATE COMPLIANCE TO BE COMPLETED BY? _____

HOMEOWNER RESPONSE: _____

DATE COMPLAINT RESOLVED _____

IF NOT RESOLVED DATE TO RULES COMMITTEE _____

DATE OF LETTER #1: _____

DATE OF LETTER #2: _____

DATE OF FINAL LETTER: _____

RESULTS OF LAST LETTER (i.e., gardening service used, dog catcher notified, homeowner has resolved problem) _____

Jornada Home Owners Association

*Renter Acknowledgement
&*

Privileges Waiver

This form must be submitted for each rental, or leased, property within Jornada.

Please Print:

Owner's Name(s): _____

PROPERTY ADDRESS: _____

LOT: _____
Renter's Name(s): _____

I. Renter Acknowledgement (to be completed by the renter)

As renters of the property noted above, the members of my household and I acknowledge that we have received and reviewed the CC&Rs and the Rules & Regulations of the Jornada Home Owners Association and agree to abide by the regulations contained in those documents.

Signature: _____

Today's Date: _____

NOTE: Jornada governing documents are available for a \$10.00 charge; a hardcopy can be mailed to your residence.

II. Privileges Waiver (to be completed by the homeowner)

As owner of the property noted above, I waive my family's rights, and agree that we will forego usage of Jornada amenities and transfer these privileges to the renters listed above for the duration of their lease.

Signature: _____

Phone Number: _____

Today's Date: _____

Lease expiration: _____

This form is to be submitted to the Board, or a management agent, at least twenty-one (21) days prior to the change in occupancy.

Mail To: Around The Clock, Inc., CRMC 716 W. Meeker St #101, Kent, WA 98032 Phone: (253) 852-3000.

Jornada Lot Numbers

