



**05-14-2025**  
**Effective date: 06-13-2025**

**CAMANO HILLS HOMEOWNERS ASSOCIATION**  
**RULES & REGULATIONS**

As authorized by Chapter 64.38.(1) of the Revised Code of Washington (RCW) and Article IV, Section 4.5 of the Bylaws of the Association, the CHHA Board of Trustees has adopted the following Rules & Regulations, which replace all previous Rules & Regulations of the Association in their entirety. The purpose of these Rules & Regulations, which reflect the Board's understanding of the meaning and intent of key provisions of the CC&Rs, other CHHA governing documents, and applicable law, is to assist in the interpretation and implementation of those provisions. All laws, local ordinances, and administrative regulations of the State of Washington and Island County (for example, those dealing with public safety, public health, and zoning) are in full force and effect within Camano Hills, even though it is a private planned residential development.

The validity and force of these Rules & Regulations depend on their consistency with the CC&Rs and such applicable laws, local ordinances, and administrative regulations. If a provision of the Rules & Regulations is determined by the Board and/or legal authority to be illegal or in violation of the letter or intention of the CC&Rs or with such applicable laws, local ordinances, or administrative regulations, such provision of the Rules & Regulations shall have no validity or force. A failure of the Rules & Regulations to refer to a provision of the CC&Rs or other governing documents does not affect the validity or force of such provision.

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**I. General Items**

- 1. Lot Owners retain all their rights and obligations under the CHHA governing documents, even if they allow their property to be used by another. Any enforcement action required to remedy a problem created by a tenant, guest, or family member shall be directed to the Lot Owner.
- 2. Changes to the Rules & Regulations shall be approved by majority vote of the Board at a regular meeting. Approved changes shall be provided in writing by mail or electronically to Lot Owners for feedback, with a period of 30 days for Lot Owners to provide comments and proposed amendments. If there are no comments or proposed amendments, then the approved changes to the Rules & Regulations shall become final and adopted by the Board at the end of the 30-day comment period. If there are comments or proposed amendments, the Board shall consider and review them and, if necessary, amend the approved changes to the Rules & Regulations and create a final draft of changes. The Board shall by unanimous written consent or by majority vote at a special or regular meeting adopt the final draft of changes to the Rules & Regulations, which shall go into full force and effect 30 days after adoption.

## II. Community Safety

1. Fireworks are prohibited at all times in the Common Area within Camano Hills.
2. Hunting is prohibited in the Common Area within Camano Hills.
3. The use of firearms and crossbows for target practice is prohibited in the Common Area within Camano Hills.

## III. Lot Maintenance

1. Lot Owners are required to maintain the landscaping of their Lots in a healthy and attractive state, which is defined as being properly mowed, weeded, trimmed (shrubs/trees), and includes the care or removal of dead or dying plants. Dormant lawns shall not be considered a violation. (CC&Rs: Article V, Section 11)

## IV. Architectural Control Committee Approval

1. Architectural Control Committee approval in writing is required prior to installing, erecting, renovating, reconstructing, and maintaining driveways, buildings, walls or other structures, including houses, fences, pergolas, trellises, decks, patios, and outbuildings. Renovating includes painting, re-roofing, and any other action which changes the external appearance of the structure. Repainting structures in the existing color shall not be considered a change in the external appearance. (CC&Rs: Article VI, Section 2)
2. Roofing tiles may be approved if they resemble a natural material such as wood and are deemed by the Architectural Control Committee to be in keeping with the appearance of existing roofs. (CC&Rs: Article V, Section 22(f))

## V. RV Lot

Use of the RV Lot is subject to acknowledgement of an agreement to the following, as specified in the *RV Lot Release of Liability*:

**Use at Your Own Risk:** The use of the RV Lot is entirely at your own risk. CHHA, its members, employees, and agents shall not be held responsible for any injuries, damage, loss, or liability that may occur during the use of the RV Lot.

**Theft and Damage:** CHHA is not responsible for theft, vandalism, or damages to your property, including but not limited to recreational vehicles, motor vehicles, boats and trailers, and any other personal property. Users are advised to take appropriate measures to secure their property.

**Liability for Damage by Others:** CHHA is not liable for damage caused by the actions or negligence of other RV Lot users or third parties. Each user is responsible for their conduct and any damage resulting from their use of the RV Lot.

**Compliance with Rules & Regulations:** Users must comply with all rules and regulations set forth by CHHA regarding the use of the RV Lot. Failure to comply with these rules may result in restrictions or revocation of usage privileges.

1. Renting of an RV space is limited to one RV space per Lot Owner on a first-come, first-served basis. A Lot Owner may rent a second space, if available, with the understanding that he/she must relinquish the second space should another non-renting Lot Owner desire to rent his/her first space.
2. When a Lot Owner sells his/her home, the RV space that is being rented by the Lot Owner shall be returned to the control of CHHA. The rented RV space shall not be considered to be a part or benefit of a home sale.

3. A Lot Owner shall not sub-lease his/her assigned RV space(s).
4. Any Lot Owner who is not occupying his/her assigned RV space is encouraged to relinquish the space so it can be assigned to a Lot Owner on the waiting list.
5. Renters are responsible for any and all damage that may occur on their rented RV space, including but not limited to the RV Lot surface, the perimeter fence, and the property of other RV Lot renters. The maintenance of temporary storage covers and/or the item stored on the rented RV space(s) is the responsibility of the renter.
6. The total length of any vehicle stored in the RV Lot area shall not exceed a total of 32 feet.
7. RV Lot storage is reserved for Lot Owners who reside and live within the Camano Hills community. Lot Owners of vacant Lots or rental homes within the Camano Hills community are not eligible to rent an RV space.
8. RV Lot storage is limited only to Lot Owners' non-commercial vehicles, trailers, boats, etc.
9. Any and all funds collected from the rental of RV spaces shall be accounted for on the general budget ledger separately from other income. Expenses for RV Lot maintenance shall be taken from the RV Lot Income Fund. At the end of each calendar year, funds remaining in the RV Lot Income Fund, after expenses, shall be moved to the CHHA Reserve Fund.

#### **VI. Kennels**

1. Separate external kennels are not allowed. A kennel is defined as a fenced area which contains a structure intended to provide shelter from the elements for an animal. A fenced yard without a shelter is not considered a kennel. (CC&Rs: Article V, Section 9).

#### **VII. Complaint Procedures**

1. The Board shall consider any complaint made to it by a Lot Owner concerning an action or failure to act by the Board, the Architectural Control Committee, or any member of those bodies acting in an official capacity if the complaint is made in writing and clearly identifies the perceived problem and, if known, any relevant specific section of the CC&Rs, Rules & Regulations, or other CHHA governing document, policy, or guideline. The Board shall evaluate the complaint and take such action as it deems appropriate in accordance with the CC&Rs as applicable.
2. A Lot Owner who believes that an action or failure to act by another Lot Owner may involve a violation of the CC&Rs may approach the other Lot Owner to explain the grounds for the concern and request remedial action.
3. A Lot Owner may make a complaint to the Board about an allegation that one or more other Lot Owners is/are failing to comply with the CC&Rs. The complaint must be in writing, clearly identifying the perceived problem and specifying the action(s), if any, that the complaining Lot Owner has undertaken to resolve the problem. The Board shall defer any consideration of the complaint until it has solicited the response of the other Lot Owners to the complaint made against them. The Board shall evaluate the complaint and take such action as it deems appropriate in accordance with the CC&Rs as applicable.
4. If a Lot Owner is not satisfied with the Board's action in response to his/her complaint or is not satisfied with another Lot Owner's action in response to a complaint, he/she may seek to resolve the problem in accordance with the dispute resolution provisions of Article VIII, Section 5 of the CC&Rs.

## **VIII. View Preservation and Access to Solar Light in the Common Area**

*Tracts A, D, E, and F of Camano Hills Division One and Tract A of Division Two are areas within the Properties designated and permanently committed as undisturbed natural areas (Community Open Areas), subject to certain easements... Any development of these Community Open Areas is prohibited by Island County; provided, however, that the Association shall be entitled to maintain the Community Open Areas as provided in this Declaration. (CC&Rs: Article VII, Preservation and Maintenance of Common Area, Section 3, Community Open Areas)*

1. Architectural Control Committee approval in writing is required prior to trimming, limbing, or removal of trees in the Common Area, including the Community Open Areas. A Lot Owner who observes that his/her view and/or access to solar light is being restricted by a tree or trees in the Common Area shall:
  - a. request in writing that the ACC approve the trimming, limbing, or removal of a tree(s).
  - b. provide photographs from the main living areas of the home (main entry, living room(s), dining room, kitchen, office, deck, and exterior patios) and identify each restriction.
  - c. indicate whether he/she proposes to pay all expenses or to request Association funds.
2. After receipt of a written request, the ACC shall visit the home to make a determination. Considerations include whether the objective restriction is from the main living area of the home; the quantitative extent of the restriction; the extent to which the view of unique features is restricted, (e.g., Mt. Baker, Mt. Rainier); and the extent to which the view or access to solar light is affected by other factors, (e.g., trees beyond the boundaries of Camano Hills that restrict the view).
3. Association funds may be used for the purpose of removing or trimming tree(s) in the Common Area, including the Community Open Areas, if approved as an explicit part of the annual budget. A Lot Owner may submit a request for reimbursement to the ACC and reimbursements will be processed as follows:
  - a. The Lot Owner shall contract with and pay for the work by a licensed and insured contractor.
  - b. Request for reimbursement including a copy of the paid invoice must be received by the ACC no later than November 30<sup>th</sup> of the calendar year that the work was accomplished.
  - c. All requests are totaled and each requestor is reimbursed the percentage of his/her cost compared to the total of all requests within the View Preservation budget.
  - d. Reimbursement amounts will be submitted by the ACC to the Treasurer for payment.
  - e. Any money remaining in the fund at year's end will be moved to the Reserve Fund.
4. A dispute regarding the maintenance of trees or other plantings between a Lot Owner or Owners and the ACC or Association shall be resolved through dispute resolution procedures including one or more of the following: consulting and negotiating, mediation, Board resolution, and/or arbitration. The Board shall retain a record of the resolution. (CC&Rs: Article VIII, Section 5, Dispute Resolution)

## **IX. View Preservation and Access to Solar Light on Lots**

*The preservation of water and/or territorial views, and access to solar light, is paramount. Trees or other vegetation that objectively restrict views from and/or solar light to neighboring Lots shall be maintained in a manner determined to preserve water and/or territorial views, and access to solar light. (CC&Rs: Article V, Section 20(a), Tree Maintenance)*

1. Trees or other vegetation that significantly degrade views or access to solar light can be maintained by trimming, limbing, topping, or removal.
2. A Lot Owner who observes that his/her view and/or access to solar light is being restricted by a tree or trees on another Lot may approach the other Lot Owner and request the trimming, limbing, topping, or removal of the tree(s). Considerations include whether the objective restriction is from the main living area of the home (main entry, living room(s), dining room, kitchen, office, deck, and exterior patios); the quantitative extent of the restriction; the extent to which the view of unique features is restricted, (e.g., Mt. Baker, Mt. Rainier); the extent to which the view or access to solar light differs from that when the Owner acquired his/her Lot; the extent to which the view or access to solar light is affected by other factors, (e.g., trees beyond the boundaries of Camano Hills that restrict the view).
3. A dispute regarding the maintenance of trees or other plantings between Lot Owners shall be resolved through dispute resolution procedures including one or more of the following: consulting and negotiating, mediation, Board resolution, and/or arbitration. The Board, when involved in the dispute resolution, shall retain a record of the resolution. (CC&Rs: Article VIII, Section 5, Dispute Resolution)

**X. Annual Assessments, Interest, and Rebilling Fee**

1. Annual assessments shall be due in full by January 31<sup>st</sup> of each year. The Board shall provide written notice via email of the assessment amount to each Lot Owner at least 30 days in advance of the due date.
2. Annual assessments may be paid in two installments: the first half due by January 31<sup>st</sup> and the second half due by June 30<sup>th</sup>. For those Lot Owners electing to pay the annual assessment in two payments, it is the responsibility of the Lot Owner to pay the second half by its due date as reminder notices **will not** be sent.
3. Interest of 1% shall accrue monthly (12% per annum) on the unpaid balance beginning 30 days after the due date(s).
4. A Rebilling Fee of \$35.00 shall be levied against any Lot Owner who has not paid at least half of his/her annual assessment by the 28<sup>th</sup> day of February each year. A Rebilling Fee shall be levied against any Lot Owner who has not paid the balance of the annual assessment by July 31<sup>st</sup>.
5. The Rebilling Fee of \$35.00 shall be applied to the first rebilling statement that is sent and also to each subsequent rebilling statement that is sent, (e.g., March mailing -- \$35.00, April mailing -- \$35.00, etc.).
6. If a Lot Owner has not paid his/her annual assessment and all fees and interest by the 31<sup>st</sup> day of July, the Board may, in addition to the above, file a lien against the delinquent party's property/residence/ address. Such a lien shall be filed if a Lot Owner has not paid his/her annual assessment within a year of the due date.