

**SUN RANCH OWNERS' ASSOCIATION**

***BOARD MEETING PACKET***

Regular Monthly Meeting of the Board of Directors

Saturday, October 24, 2026 — 9:30 AM

Sun Ranch Headquarters

*Prepared for review by the Board of Directors in advance of the meeting.*

*Please review all attached materials prior to the meeting.*

**Sun Ranch Owners Association**  
*REGULAR BOARD OF DIRECTORS MEETING AGENDA*

Meeting Date: October 24th, 2026

Meeting Time: 9:30 AM

Meeting Location: Sun Ranch Headquarters

**1. Call to Order & Welcome**

- Call to order by the Board President

**2. Roll Call**

**3. Approval of Minutes**

- Review and approval of September 19th, 2026 board meeting minutes

**4. President's Report**

- Key Dates at a Glance (standing item): review of deadlines coming up in the next 60 days

**5. Treasurer's Report**

- Presentation and approval of financial report

**6. Committee Reports**

*Each committee chair gives a brief (2-3 minute) verbal update alongside the written monthly report (Committee Charters & Reporting Template).*

- Roads & Easements Committee Report:
- Special Projects Committee Report:
- Social Events Committee Report:
- Community Standards Committee Report:

**7. Old Business**

- Squirrel Road Update:
- Fawn Lane Update:
- Shower House Update:
- Roads Update:

**8. Open Floor / Public Comment**

- Homeowner Forum: Designated time for association members to provide input and comments regarding current agenda items. Each speaker is limited to 3 minutes.

**9. Building Approval Forms (Standing Item)**

*The Board reviews each Building Approval Form received at least 7 days before the meeting and votes to approve, approve with conditions, or deny.*

- Forms received for this meeting:

#### **10. Action Items (Vote this meeting)**

- Motion to call a special meeting of the membership — Saturday, November 21st, 2026, at 9:00 AM, Sun Ranch Headquarters, for the purpose of a membership vote on removal of a director, and to set October 24th, 2026 as the record date
- Snow Plowing Policy and Procedure, with Request for Bid — Vote to adopt (Resolution 2026-04)
- Purchasing and Competitive Bid Policy and Procedure — Vote to adopt (Resolution 2026-05)
- Bid Solicitation Policy and Procedure — Vote to adopt (Resolution 2026-06)
- Financial Oversight Policy and Procedure, with Purchase Request Form and Quarterly Bank Reconciliation Review — Vote to adopt (Resolution 2026-07)
- Dues Collection Policy and Procedure, with letter templates — Vote to adopt (Resolution 2026-08)
- Building & Improvement Review Policy and Procedure, with Building Approval Form — Vote to adopt (Resolution 2026-09)
- Board Decision Appeals Policy and Procedure, with How to Appeal a Board Decision checklist and Notice of Appeal Form — Vote to adopt (Resolution 2026-10)
- Road Maintenance Policy and Procedure, with Request for Bid — Vote to adopt (Resolution 2026-11)
- Animals at Large Policy and Procedure — Vote to adopt (Resolution 2026-13)
- Maintenance of Lots Policy and Procedure — Vote to adopt (Resolution 2026-14)
- Late Payment Fee and Monthly Escalation Fee — Vote to adopt (Resolution 2026-15)
- General Covenant Violation Enforcement Policy and Procedure, with Covenant Violation Complaint Form — Vote to adopt (Resolution 2026-16)
- Temporary Construction Residence Policy and Procedure — Vote to adopt (Resolution 2026-17)
- Fee and Fine Schedule — Vote to adopt (Resolution 2026-18)
- Shipping Container Storage & Screening Policy and Procedure — Vote to adopt (Resolution 2026-19)
- Third-Party Collections Agency Referral — Vote to adopt (Resolution 2026-20)
- Tree & Vegetation Maintenance Responsibility Within Easements, Guide for Members — Vote to adopt (Board policy statement — not a numbered resolution)

#### **11. New Business**

- None scheduled

#### **12. Adjournment**

- Next Meeting: November 21st, 2026, at 9:30 AM, or immediately following the special meeting of the membership
- Motion to adjourn

# Key Dates at a Glance

A quick reference for the recurring dates, deadlines, and renewals that apply to Sun Ranch members.

| What                                  | When                                                 | Details                                                                                                                                                                                              |
|---------------------------------------|------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Annual Assessment Due                 | June 15 — annually                                   | \$137 per lot per year, payable to SROA                                                                                                                                                              |
| Assessment Notices Mailed             | By June 1 — annually                                 | Secretary mails the annual assessment notices                                                                                                                                                        |
| Notice of Delinquency Mailed          | By June 30 (deadline July 15)                        | Required notice (Letter 1) mailed to each lot still unpaid                                                                                                                                           |
| Late Payment Fee                      | 16 days after notice is mailed — starting 2027       | \$30 per lot if the assessment is still unpaid                                                                                                                                                       |
| Monthly Escalation Fee                | Aug 2, Sept 2, Oct 2 — starting 2027                 | \$25 per lot on each date the assessment is still unpaid                                                                                                                                             |
| Collection Referral                   | October 15 — annually                                | Treasurer refers any assessment still unpaid to the Board for collection action                                                                                                                      |
| Annual Meeting Notice                 | 14 to 50 days before the meeting                     | Notice of date, time, and place mailed to all members                                                                                                                                                |
| Annual Meeting                        | June 8 – July 31; Board sets the date                | Election of directors; customarily the first Saturday after Father's Day                                                                                                                             |
| Fiscal Year                           | June 1 – May 31                                      | Association's fiscal year                                                                                                                                                                            |
| Annual Financial Statement to Members | By June 30 — annually                                | Statement of income and disbursements for the fiscal year sent to members within 30 days of year-end                                                                                                 |
| Common Areas Mowed or Hayed           | By July 1 — annually                                 | Common areas to be mowed or hayed each year                                                                                                                                                          |
| Star Barn Cattle Lease                | Every 3 years, beginning January 1, 2027             | Grazing/field management lease term (next renewal: Jan 1, 2030)                                                                                                                                      |
| Snow Plowing Contractor Bids          | By October 1 — annually                              | 3+ bids obtained for the season; bids valid through April 30.                                                                                                                                        |
| Monthly Bank Reconciliation           | Within 15 days of each statement                     | Treasurer reconciles all bank, card, and investment accounts against the monthly statements                                                                                                          |
| Quarterly Bank Reconciliation Review  | Due September 30, December 31, March 31, and June 30 | A director other than the Treasurer reviews each fiscal quarter (Jun–Aug, Sep–Nov, Dec–Feb, Mar–May) within 30 days of quarter-end; reported at the October, January, April, and July Board meetings |
| Financial Oversight Policy            | 1st New Board Meeting Yearly                         | The board reviews the \$1,000 dollar spending threshold and adjusts if needed.                                                                                                                       |
| Building Approval Forms               | Each monthly Board meeting                           | Forms received at least 7 days before the meeting are voted on at that meeting; written decision sent to the owner within 7 days after                                                               |
| Appeals of Board Decisions            | Within 14 days of the decision                       | Owner files a Notice of Appeal with the Secretary; Board hears it at its next meeting; if denied, owner complies within 7 days                                                                       |
| Key Dates Review                      | Each monthly Board meeting                           | Board reviews this chart for deadlines coming up in the next 60 days                                                                                                                                 |

**PART I**  
**ITEMS FOR VOTE THIS MEETING**

- 2026-04. Snow Plowing Policy and Procedure; Snow Plowing Request for Bid
- 2026-05. Purchasing and Competitive Bid Policy and Procedure
- 2026-06. Bid Solicitation Policy and Procedure
- 2026-07. Financial Oversight Policy and Procedure; Purchase Request Form; Quarterly Bank Reconciliation Review
- 2026-08. Dues Collection Policy and Procedure
- 2026-09. Building & Improvement Review Policy and Procedure; Building Approval Form
- 2026-10. Board Decision Appeals Policy and Procedure; How to Appeal a Board Decision; Notice of Appeal Form
- 2026-11. Road Maintenance Policy and Procedure; Road Maintenance Request for Bid
- 2026-13. Animals at Large Policy and Procedure
- 2026-14. Maintenance of Lots Policy and Procedure
- 2026-15. Late Payment Fee and Monthly Escalation Fee
- 2026-16. General Covenant Violation Enforcement Policy and Procedure; Covenant Violation Complaint Form
- 2026-17. Temporary Construction Residence Policy and Procedure
- 2026-18. Fee and Fine Schedule
- 2026-19. Shipping Container Storage & Screening Policy and Procedure
- 2026-20. Third-Party Collections Agency Referral
- Tree & Vegetation Maintenance Responsibility Within Easements — Guide for Members

# **SUN RANCH OWNERS' ASSOCIATION**

## **Resolution of the Board of Directors — Snow Plowing Policy and Procedure**

### **RESOLUTION NO. 2026-04**

Adopted: \_\_\_\_\_, 2026

**WHEREAS**, Bylaws Article II, Section 2(f) empowers the Association “to maintain, rebuild, repair, beautify and otherwise care for all streets within the Subdivision not subject to maintenance by governmental authority,” and Section 2(p) empowers the Association to contract and pay for maintenance services; and

**WHEREAS**, the Association currently contracts snow plowing services for common roads within the Subdivision, and the Board finds it necessary to adopt a written policy establishing the annual bid process, scope of service, service triggers, and response standards applicable to that contracted service; and

**WHEREAS**, this Policy is intended to work alongside the Association's Purchasing and Competitive Bid Policy; where this Policy sets a more specific requirement for snow plowing services (timing, bid validity period, or selection criteria), this Policy's terms control for snow plowing contracts;

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Directors of Sun Ranch Owners' Association hereby adopts the Snow Plowing Policy and Procedure attached hereto as Exhibit A, effective as of the date of adoption below; and

**BE IT FURTHER RESOLVED**, that this Resolution and the attached Policy and Procedure may be amended from time to time by subsequent resolution of the Board.

**ADOPTED** by the Board of Directors of Sun Ranch Owners' Association on the date first written above.

\_\_\_\_\_  
President, Sun Ranch Owners' Association — Date: \_\_\_\_\_

\_\_\_\_\_  
Secretary, Sun Ranch Owners' Association (Attest) — Date: \_\_\_\_\_

# **SUN RANCH OWNERS' ASSOCIATION**

## **Snow Plowing Policy and Procedure**

Approved by the Board of Directors: \_\_\_\_\_, 2026 (Resolution No. 2026-04)

### **1. Purpose and Authority**

This Policy establishes the annual bidding process, scope of service, snowfall trigger, and response standard for the Association's contracted snow plowing services, pursuant to the Association's authority under Bylaws Article II, Section 2(f) and 2(p).

### **2. Scope of Service**

Association-contracted snow plowing covers the common roads serving the Shower House, Cape LaBelle, Upper Lyman, and Lower Lyman areas of the Subdivision.

*See Exhibit B (Cape LaBelle Roads Map) and Exhibit C (Lyman Lake Roads Map) for maps identifying the specific roads within this scope, marked in pink.*

Personal driveways are excluded from this Policy and are not plowed under the Association's contract. An owner who wants their driveway plowed is responsible for arranging and paying for that service independently, with a contractor of the owner's own choosing. The Association has no role, obligation, cost responsibility, or liability with respect to any such private arrangement.

Owners with a gate installed under the Roadway Gate Installation Policy remain responsible for ensuring their gate is open and unlocked during snow events, as provided in that Policy. The Association bears no obligation to give advance notice of plowing operations and no liability for unplowed roads behind a closed or locked gate.

### **3. Annual Bid Process**

No later than October 1 of each year, the Board shall solicit and obtain at least three (3) written bids for snow plowing services for the upcoming season.

Each bid obtained under this Section must remain valid and open for acceptance through April 30 of the following year, to allow the Association to engage or adjust service in the event of a late winter.

#### **Selection Criteria**

The Board shall select a contractor on a best-value basis, weighing price together with equipment adequacy (including capacity to meet the response standard in Section 5), insurance and bonding, references, and any prior response-time history with the Association. Price alone is not determinative. The Board shall document its rationale for the selected bid in the minutes of the meeting at which the contract is awarded.

This Policy contemplates a single-season contract (October 1 through April 30) awarded each year. The Board may, in its discretion, negotiate a multi-year agreement, provided that competitive bids are still obtained and evaluated at the intervals required by this Section, and that any such agreement includes reasonable cancellation provisions.

#### **4. Snowfall Trigger**

Plowing is triggered once accumulated snowfall reaches four to six (4–6) inches, with a preference toward the upper end of that range (approximately 6 inches) to avoid unnecessary mobilizations, except where conditions (such as drifting, ice, or an active storm forecast) warrant earlier action in the Board's or Snow Coordinator's judgment.

The Board shall designate a Board member or officer (the “Snow Coordinator”) responsible for monitoring snow conditions on the plowed roads and issuing the go-ahead notice to the contractor once the threshold in this Section is met. The Snow Coordinator's determination is the official trigger for service under this Policy.

#### **5. Response Standard**

The contractor shall complete plowing of all roads within the scope of Section 2 within twenty-four (24) hours of receiving notice from the Snow Coordinator.

There is no fixed monetary penalty under this Policy for a missed response window. A pattern of missed or significantly delayed response, or a single serious failure, is grounds for contract termination and/or non-renewal. The Snow Coordinator shall document any missed response window (date, time of notice, time of completion) for consideration in the Board's evaluation of the contractor for the following season's bid process.

#### **6. Budget and Payment**

Payment of snow plowing invoices is subject to the Association's Purchasing and Competitive Bid Policy and Financial Oversight Policy, including applicable single- and dual-signature disbursement thresholds.

#### **7. Recordkeeping**

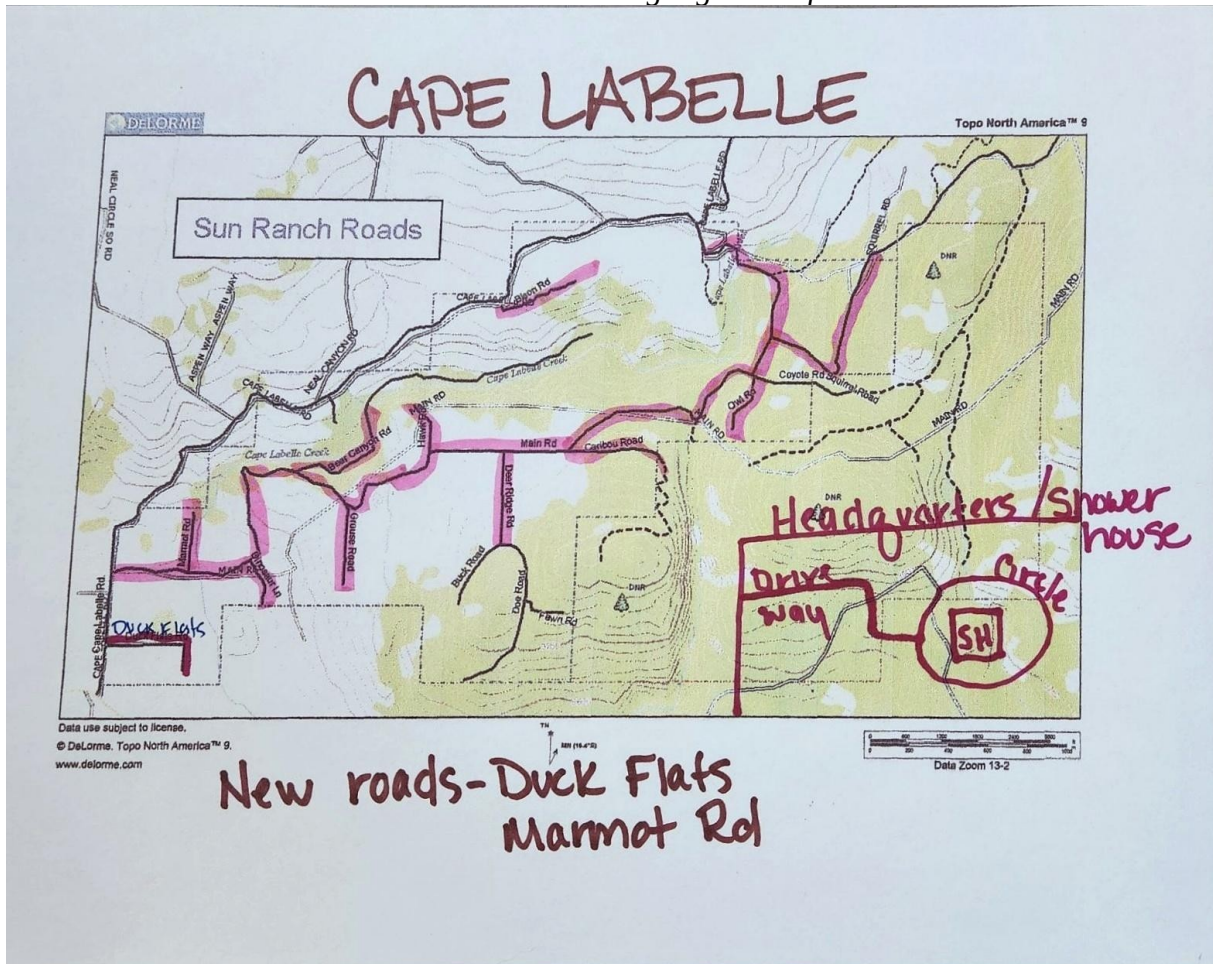
The Board shall maintain records of: the bids solicited and received each year under Section 3 and the basis for the selected bid; the executed contract; each notice issued by the Snow Coordinator under Section 4, with date and time; and the date and time the contractor reported the work complete.

#### **8. Amendment**

This Policy may be amended from time to time by resolution of the Board of Directors.

# EXHIBIT A

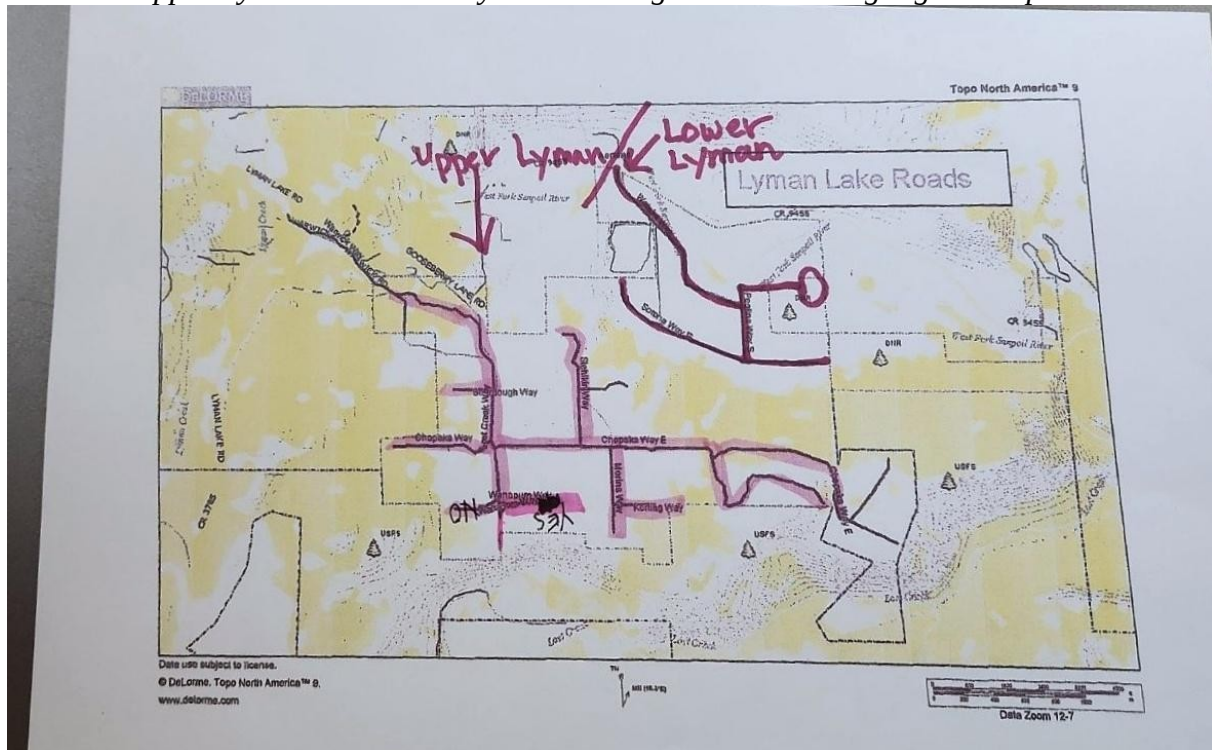
Cape LaBelle Roads Map  
Plowed roads shown highlighted in pink.



## EXHIBIT B

# Lyman Lake Roads Map

*Upper Lyman and Lower Lyman road segments shown highlighted in pink.*



# SUN RANCH

*Request for Bid: Snow Plowing Services*

*2026–27 Season — Bids Due: September 15, 2026*

Sun Ranch Owners' Association (SROA) is soliciting bids for contracted snow plowing services for the roads described below, for the 2026–27 winter season. Please review this Request for Bid (RFB) carefully and submit your bid using the form on the last page by the deadline above.

## **1. Scope of Work**

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The awarded contractor will provide snow plowing for the following common roads within the Sun Ranch Subdivision:

- Shower House access road
- Cape LaBelle
- Upper Lyman
- Lower Lyman

Personal driveways are NOT included in the scope of this contract. SROA does not arrange or pay for individual driveway plowing; property owners handle that separately on their own.

## **2. Service Trigger**

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Plowing is to be performed once accumulated snowfall reaches approximately four to six (4–6) inches, with the Association generally preferring service closer to the 6-inch end of that range to avoid unnecessary mobilizations. A designated SROA Board member or officer (the “Snow Coordinator”) will monitor conditions and provide the official notice to proceed. The contractor should not plow the roads in this contract absent that notice, except in conditions posing an immediate safety hazard (e.g., significant drifting or ice), which should be reported to the Snow Coordinator promptly.

## **3. Response Standard**

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Once notified by the Snow Coordinator, the contractor must complete plowing of all roads listed in Section 1 within twenty-four (24) hours.

Bidders should describe their available equipment and typical crew/route capacity in the bid form, as this factors into SROA's evaluation of a bidder's ability to reliably meet this standard.

## **4. Contract Term**

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The awarded contract will cover the period of October 1, 2026 through April 30, 2027. Bids submitted in response to this RFB must remain valid and open for acceptance through April 30, 2027, to allow SROA to engage services in the event of a late winter.

## **5. Bid Requirements**

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Your bid submission must include:

- Completed bid form (attached)
- Proof of current general liability insurance (certificate of insurance) and bonding, if applicable
- A brief description of equipment to be used for this contract
- At least two (2) references from comparable snow removal contracts (HOA, municipal, or commercial)
- Pricing — both a seasonal flat-rate option and a per-plow-event rate, if available (see bid form)

## **6. Selection Criteria**

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SROA will award this contract on a best-value basis. The Board will weigh price together with equipment adequacy, insurance/bonding, references, and any prior response-time history with the Association. The lowest bid is not automatically selected. The Board's decision is final.

## **7. Submission Instructions**

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Submit your completed bid form and required attachments no later than September 15, 2026, by one of the following methods:

- Email to: [sunranchmemberstonasket@gmail.com](mailto:sunranchmemberstonasket@gmail.com)
- Mail to: Sun Ranch Owners' Association PO Box 407 Tonasket, WA 98855

Questions about this Request for Bid may be directed to the above email address . SROA anticipates notifying the awarded bidder by September 15th, in advance of the October 1st contract start.

# SNOW PLOWING SERVICES — BID FORM

2026–27 Season

## **1. Bidder / Company Information**

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Years in Business: \_\_\_\_\_

Years Providing Snow Removal Services: \_\_\_\_\_

## **2. Insurance & Bonding**

☐ Certificate of general liability insurance attached

☐ Bonded (if applicable) — attach proof

Insurance Carrier: \_\_\_\_\_

Policy Liability Limit: \_\_\_\_\_

## **3. Equipment & Capacity**

Describe the equipment you intend to use for this contract (type, number of vehicles, plow/blade type, etc.):

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Estimated time to complete all listed roads once dispatched: \_\_\_\_\_

## **4. References (minimum 2)**

Reference 1 — Name/Organization: \_\_\_\_\_

Phone: \_\_\_\_\_

Reference 2 — Name/Organization: \_\_\_\_\_

Phone: \_\_\_\_\_

## **5. Pricing**

Seasonal Flat Rate (Oct 1, 2026 – Apr 30, 2027), if offered: \$ \_\_\_\_\_

Per-Plow-Event Rate, if offered: \$ \_\_\_\_\_

Please attach any additional pricing detail or assumptions (e.g., rate variance by snowfall depth, mobilization fees, minimum charges) on a separate page if needed.

## **6. Bid Validity**

By signing below, the bidder confirms this bid remains valid and open for acceptance by Sun Ranch Owners' Association through April 30, 2027.

## **7. Authorized Signature**

Signature: \_\_\_\_\_

Printed Name / Title: \_\_\_\_\_

Date: \_\_\_\_\_

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*Submit this completed form with all required attachments to Sun Ranch Owners' Association no later than September 15, 2026, per the Submission Instructions on page 1.*

# SUN RANCH OWNERS' ASSOCIATION

## Resolution of the Board of Directors — Purchasing and Competitive Bid Policy

### RESOLUTION NO. 2026-05

Adopted: \_\_\_\_\_, 2026

This Resolution is adopted by the Board of Directors (the “Board”) of Sun Ranch Owners' Association (the “Association”) pursuant to the authority described below.

**WHEREAS**, the Association is governed by its 1970 Restated Declaration of Covenants, Conditions, and Restrictions (the “CC&Rs”) and its Bylaws, as amended through June 1997 (the “Bylaws”);

**WHEREAS**, Bylaws Article VI, Section 1(b) authorizes the Board to conduct, manage, and control the affairs of the Association and to make rules and regulations not inconsistent with law, the Articles of Incorporation, or the Bylaws;

**WHEREAS**, Bylaws Article II, Section 2(m)–(p) grants the Association the power to borrow money and contract debts, to expend Association funds for proper costs and obligations, to contract and pay for insurance, and to contract and pay for maintenance, utilities, materials, supplies, services, and personnel;

**WHEREAS**, Bylaws Article IX, Section 5 authorizes the Board to determine how contracts are executed on the Association's behalf, and Article IX, Section 3 authorizes the Board to determine, by resolution, who may sign checks, drafts, or other orders for payment of Association funds;

**WHEREAS**, the State of Washington does not impose a statutory competitive-bidding requirement on private homeowners associations such as the Association, and this Policy is instead adopted voluntarily by the Board to promote transparency, obtain fair value for Association funds, and support the Board's fiduciary duty to the membership under RCW 64.38 and, as applicable, RCW 64.90;

**WHEREAS**, the Board has reviewed and wishes to adopt a Purchasing and Competitive Bid Policy, establishing standard procedures for soliciting quotes and bids and for approving and executing Association contracts;

### **NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

1. the Purchasing and Competitive Bid Policy (the “Policy”) is hereby adopted and incorporated into this Resolution by reference;
2. the dollar thresholds set forth in Section 4 of the Policy are adopted as proposed, pending confirmation or adjustment by the Board at or before the meeting at which this Resolution is presented for adoption;

**RESOLVED**, the Policy operates alongside, and does not replace, the Association's existing Financial Oversight Policy and Procedure, the \$1,000 single-signature / dual-signature disbursement threshold, and the Sun Ranch Fee and Fine Schedule; where the Policy and another adopted Board policy conflict, the more recently adopted policy controls unless the Board specifies otherwise;

**RESOLVED**, this Resolution and the Policy shall become effective immediately upon adoption by a majority vote of the Board of Directors, and may be amended from time to time by a majority vote of the Board;

**RESOLVED**, the Secretary is directed to retain a copy of this Resolution and the attached Policy with the Association's permanent records, and to make it available for inspection by members on the same basis as other Association records.

**ADOPTED** by the Board of Directors of Sun Ranch Owners' Association on the date first written above.

\_\_\_\_\_  
President, Sun Ranch Owners' Association — Date: \_\_\_\_\_

\_\_\_\_\_  
Secretary, Sun Ranch Owners' Association (Attest) — Date: \_\_\_\_\_

# **SUN RANCH OWNERS' ASSOCIATION**

## **Purchasing and Competitive Bid Policy**

Approved by the Board of Directors: \_\_\_\_\_, 2026 (Resolution No. 2026-05)

### **1. Purpose**

This Policy establishes standards and procedures for soliciting quotes and bids, and for approving and executing contracts, for goods, services, and improvements purchased or contracted for by the Sun Ranch Owners' Association (the "Association"). The purpose of this Policy is to promote transparency, obtain fair value for Association funds, document the Board's decision-making, and support the Board's fiduciary duty to the membership.

### **2. Authority**

Washington does not impose a statutory competitive-bidding requirement on private homeowners associations of this kind; the public-agency bid statutes (e.g., Title 39 RCW) do not apply to the Association. This Policy is instead adopted by the Board under its own governing documents and consistent with the Board's fiduciary duty to the membership under Washington's Homeowners' Association Act, RCW 64.38, and, as applicable on and after the statute's phased effective dates, the Washington Uniform Common Interest Ownership Act, RCW 64.90.

Specific authority to adopt and enforce this Policy is found in:

- Bylaws, Article II, Section 2(m)–(p) — the Association's power to borrow money and contract debts; to expend Association funds for proper costs and obligations; to contract and pay for insurance; and to contract and pay for maintenance, utilities, materials, supplies, services, and personnel, including legal counsel and accountants;
- Bylaws, Article VI, Section 1(b) — the Board's authority to conduct, manage, and control the affairs of the Association and to make rules and regulations not inconsistent with law, the Articles of Incorporation, or the Bylaws;
- Bylaws, Article VI, Section 1(e) — the Board's authority to appoint committees, including the existing Roads/Easements and Special Projects Committees, to assist in the discharge of Board functions such as gathering quotes and bids;
- Bylaws, Article IX, Section 5 (Execution of Contracts) — the Board's authority to authorize officers or agents to enter into contracts on the Association's behalf, and the requirement that formal contracts and other corporate instruments be signed by the President (or a Vice President) and by the Secretary (or Assistant Secretary) or Treasurer; and
- Bylaws, Article IX, Section 3 (Checks and Drafts) — the Board's authority to determine, by resolution, who may sign checks, drafts, or other orders for payment of Association funds.

### **3. General Policy**

Before the Association enters into a purchase or contract, the responsible Board member, officer, or committee shall solicit the number of written quotes or bids required under the tier table in Section 4, corresponding to the reasonably anticipated total cost of the purchase or contract, including any renewal terms. Quotes and bids should be obtained from reputable, appropriately licensed and insured providers where the nature of the work calls for licensing or insurance (for example, road, utility, or construction work).

#### 4. Bid Thresholds and Approval Authority

The following thresholds are proposed defaults for the Board's adoption and may be adjusted by Board resolution. They are set to align with the Association's existing \$1,000 single-signature / dual-signature disbursement threshold under the Financial Oversight Policy.

| Purchase / Contract Amount                                 | Minimum Quotes / Bids Required                                                                                                            | Approval Authority                                                                         |
|------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|
| Under \$500                                                | No formal quotes required; use reasonable judgment                                                                                        | Single Board officer, within budget                                                        |
| \$500 – \$1,000                                            | At least one (1) written quote or estimate                                                                                                | Single Board officer signature (per existing \$1,000 single-signature disbursement policy) |
| \$1,000 – \$3,000                                          | At least two (2) written quotes or estimates                                                                                              | Board approval; dual signature per existing disbursement policy                            |
| \$3,000 – \$10,000                                         | At least three (3) written quotes or estimates                                                                                            | Majority vote of the Board at a regular or special meeting                                 |
| Over \$10,000, or any contract term exceeding one (1) year | Formal written Request for Proposal (RFP) or Invitation to Bid, with at least three (3) written, itemized bids where reasonably available | Majority vote of the Board; contract executed per Bylaws Article IX, Section 5             |

*Note: Dollar thresholds above are placeholders reflecting common HOA practice and the Association's existing disbursement policy.*

#### 5. Exceptions to Competitive Quotes

##### (a) Emergency Purchases

Where a condition poses an imminent threat to health, safety, or Association property (for example, a washed-out road, a failed water system, or storm damage), the President, or any officer authorized under Bylaws Article VI, Section 6, may authorize immediate corrective action without first obtaining the number of quotes otherwise required under Section 4. The nature of the emergency and the action taken shall be reported to the full Board as soon as reasonably possible, and documented in the Board's minutes.

##### (b) Sole-Source Purchases

Where only one qualified provider is reasonably available (for example, a specialized repair to existing equipment, or a provider with unique access or expertise), the Board may waive the multiple-quote requirement by a majority vote, with the reason for the waiver documented in the Board's minutes.

##### (c) Contracts with the Subdivision Developer

Consistent with Bylaws Article IX, Section 6, no contract shall be entered into with the developer of the Subdivision that binds the Association for a period in excess of one (1) year without reasonable cancellation provisions.

## **6. Conflicts of Interest**

A Board member, officer, or committee member who has a financial interest in, or a family or business relationship with, a bidder or potential contractor shall disclose that interest to the Board before quotes are solicited or a bid is awarded, and shall recuse themselves from discussion and voting on the award of that contract. The disclosure and recusal shall be recorded in the Board's minutes.

## **7. Contract Execution**

Once a bid or quote is approved in accordance with Section 4, the resulting contract shall be executed consistent with Bylaws Article IX, Section 5: formal contracts and other corporate instruments shall be signed by the President (or a Vice President) and by the Secretary (or Assistant Secretary) or Treasurer, unless the Board has authorized a specific officer or agent to sign in a particular instance.

## **8. Recordkeeping**

For every purchase or contract at or above the \$500 threshold, the responsible Board member, officer, or committee shall retain:

- copies of all written quotes or bids solicited and received;
- the basis for the selection made, including if the lowest quote or bid was not selected;
- documentation of any exception relied upon under Section 5; and
- the signed contract or purchase order, where applicable.

These records shall be maintained with the Association's books of account under Bylaws Article IX, Section 2, and shall be available for inspection by members on the same basis as other Association records.

## **9. Relationship to Other Policies**

This Policy operates alongside, and does not replace, the Association's existing Financial Oversight Policy and Procedure, dual-signature disbursement threshold, and the Sun Ranch Fee and Fine Schedule. Where this Policy and another adopted Board policy conflict, the more recently adopted policy controls unless the Board specifies otherwise.

**SUN RANCH OWNERS' ASSOCIATION**  
**Resolution of the Board of Directors — Bid Solicitation Policy and Procedure**  
**RESOLUTION NO. 2026-06**  
Adopted: \_\_\_\_\_, 2026

**WHEREAS**, the Association's Purchasing and Competitive Bid Policy establishes when competitive bidding is required and how many bids must be obtained, based on the dollar amount of a contemplated contract or expenditure; and

**WHEREAS**, that Policy does not specify the mechanics of how a solicitation is actually conducted — how vendors are identified and invited, what a Request for Bid (RFB) must contain, minimum timelines, and how bids are opened, evaluated, and documented; and

**WHEREAS**, the Board finds it necessary to adopt a standard procedure for conducting bid solicitations across all contracted services, so that each solicitation (such as the Association's annual snow plowing RFB) follows a consistent, defensible process rather than being designed from scratch each time;

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Directors of Sun Ranch Owners' Association hereby adopts the Bid Solicitation Policy and Procedure, effective as of the date of adoption below; and

**BE IT FURTHER RESOLVED**, that this Policy works together with, and does not replace, the Purchasing and Competitive Bid Policy; where the two address the same subject, the Purchasing and Competitive Bid Policy controls on whether and how many bids are required, and this Policy controls on how the solicitation itself is run; and

**BE IT FURTHER RESOLVED**, that this Resolution and the attached Policy and Procedure may be amended from time to time by subsequent resolution of the Board.

**ADOPTED** by the Board of Directors of Sun Ranch Owners' Association on the date first written above.

\_\_\_\_\_  
President, Sun Ranch Owners' Association — Date: \_\_\_\_\_

\_\_\_\_\_  
Secretary, Sun Ranch Owners' Association (Attest) — Date: \_\_\_\_\_

# **SUN RANCH OWNERS' ASSOCIATION**

## **Bid Solicitation Policy and Procedure**

Approved by the Board of Directors: \_\_\_\_\_, 2026 (Resolution No. 2026-06)

### **1. Purpose**

This Policy establishes a standard procedure for conducting bid solicitations for any Association-contracted service or purchase for which competitive bidding is required or elected, so that solicitations are consistent, open to reasonably broad participation, and well documented.

### **2. Relationship to the Purchasing and Competitive Bid Policy**

The Purchasing and Competitive Bid Policy determines whether competitive bidding is required for a given contract or expenditure, and the minimum number of bids to be obtained, based on the applicable bid tier. This Policy governs how that solicitation is carried out once bidding is required (or when the Board elects to solicit bids even where not strictly required). Where a service-specific policy (such as the Snow Plowing Policy and Procedure) sets its own timeline, scope, or selection criteria, that service-specific policy controls for that service; this Policy fills in the general procedure where a service-specific policy is silent.

### **3. Identifying and Inviting Bidders**

For each solicitation, the Board shall seek bids using both of the following methods, to reasonably broaden participation beyond vendors already known to the Association:

- Direct invitation to vendors on the Association's standing vendor list for the relevant category of service (see Section 4); and
- Public posting of the Request for Bid (RFB) in the Association's designated public posting locations (e.g., community bulletin board, Association website, and/or member newsletter or email distribution, and social media outlets), so that qualified vendors not already known to the Association may respond.

### **4. Standing Vendor List**

The Board (or a committee or officer designated by the Board) shall maintain a list of known vendors by service category (e.g., snow removal, road maintenance, landscaping). A vendor may request to be added to the list for a given category. Inclusion on the list does not guarantee selection for any future contract and does not exempt a vendor from submitting a bid in response to a specific RFB.

### **5. RFB Content Requirements**

Every RFB issued under this Policy shall include, at minimum:

- A description of the scope of work or purchase;
- Any applicable service standard (e.g., response time, quality or performance expectations);
- The contract term and, if applicable, the period during which submitted bids must remain valid and open for acceptance;
- What the bid submission must include (e.g., pricing, proof of insurance/bonding, references, equipment or qualifications, as relevant to the service);
- The criteria the Board will use to evaluate and select among bids;

- The submission deadline and method (e.g., email, mail); and
- A contact for questions about the RFB.

The Association's Snow Plowing Request for Bid may be used as a model for the form and content of future RFBs under this Policy.

## **6. Minimum Solicitation Timeline**

Unless a shorter period is necessary due to an emergency (as defined in the Purchasing and Competitive Bid Policy) or a service-specific policy states otherwise, an RFB shall remain open for bidder responses for at least fourteen (14) calendar days from the date it is first distributed or posted, to give vendors reasonable time to prepare a bid.

## **7. Bid Opening, Evaluation, and Award**

The Board shall review all bids timely received. Except where a service-specific policy sets its own evaluation criteria, the Board shall evaluate bids on a best-value basis, considering price together with the bidder's qualifications, equipment or capacity, insurance/bonding, references, and any prior performance history with the Association. The lowest bid is not automatically selected.

The Board shall document, in the minutes of the meeting at which a bid is awarded, the bids received and the basis for the bid selected. Unsuccessful bidders shall be notified of the outcome.

## **8. Conflicts of Interest**

Any Board member or officer with a financial or personal interest in a bidding vendor shall disclose that interest and recuse themselves from the evaluation and award decision, consistent with the conflict-of-interest provisions of the Purchasing and Competitive Bid Policy.

## **9. Recordkeeping**

The Board shall retain, for each solicitation: the RFB issued; the list of vendors directly invited and a record of where the RFB was publicly posted; all bids received; the evaluation notes and basis for award as reflected in the minutes; and the resulting contract, if any.

## **10. Amendment**

This Policy may be amended from time to time by resolution of the Board of Directors.

**SUN RANCH OWNERS' ASSOCIATION**  
**Resolution of the Board of Directors — Financial Oversight Policy and Procedure**  
**RESOLUTION NO. 2026-07**  
Adopted: \_\_\_\_\_, 2026

**WHEREAS**, Article VII, Section 7 of the Association's By-Laws charges the Treasurer with keeping adequate and correct accounts of the Association's assets, liabilities, receipts, and disbursements; and

**WHEREAS**, Article IX, Section 3 of the By-Laws authorizes the Board of Directors to determine, by resolution, the persons and manner by which checks, drafts, and other orders for payment of Association funds shall be signed; and

**WHEREAS**, Article IX, Section 4 of the By-Laws requires an annual statement of income and disbursements be sent to the membership within thirty (30) days of the close of the fiscal year; and

**WHEREAS**, the Board finds it necessary and prudent to formalize internal controls governing the deposit, disbursement, and reconciliation of Association funds;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the Sun Ranch Owners' Association hereby adopts the following:

**1. Adoption of Policy.** The Financial Oversight Policy and Procedure attached as Exhibit A is hereby adopted and incorporated into this Resolution by reference.

**2. Disbursement Threshold.** Disbursements of Association funds of \$1,000 or less may be authorized by a single signature of a designated officer. Disbursements exceeding \$1,000 require two (2) signatures of authorized officers. The Treasurer shall not be a sole signer on any disbursement regardless of amount.

**3. Annual Review of Threshold.** The \$1,000 threshold established in Section 2 shall be reviewed by the Board at the regular Board meeting following each Annual Meeting of the membership, and may be increased, decreased, or maintained by Board resolution at that time.

**4. Quarterly Reconciliation.** The Board directs that a Quarterly Bank Reconciliation Review, substantially in the form set out in the attached Policy, be completed for each quarter of the fiscal year, within thirty (30) days after the quarter closes, by a director other than the Treasurer and reported to the full Board at its next regular meeting. The first review shall cover the quarter of June 1 – August 31, 2026, which closed before adoption, and shall be completed within thirty (30) days after adoption of this Resolution.

**5. Effective Date.** This Resolution shall take effect immediately upon adoption by a majority vote of the Board of Directors at a duly noticed meeting.

**ADOPTED** by the Board of Directors of Sun Ranch Owners' Association on the date first written above.

\_\_\_\_\_  
President, Sun Ranch Owners' Association — Date: \_\_\_\_\_

\_\_\_\_\_  
Secretary, Sun Ranch Owners' Association (Attest) — Date: \_\_\_\_\_

# **SUN RANCH OWNERS' ASSOCIATION**

## **Financial Oversight Policy and Procedure**

This Policy is adopted by the Board of Directors of the Sun Ranch Owners' Association ("Association") pursuant to its authority under Article II, Section 2 and Article IX, Sections 3, 4, and 7 of the Association's By-Laws to establish procedures governing the custody, control, and reporting of Association funds.

### **1. Purpose**

The purpose of this Policy is to protect Association funds from misuse, ensure accurate and timely financial reporting to the membership, and establish clear, consistent internal controls over the deposit, disbursement, and reconciliation of Association accounts.

### **2. Authority and Governing Document Basis**

This Policy implements, and does not expand beyond, financial-control authority already granted to the Board under the By-Laws, including:

- **Article VII, Section 7 (Treasurer):** requires the Treasurer to keep and maintain "adequate and correct accounts of the properties and business transactions of the Association, including accounts of its assets, liabilities, receipts, disbursements, gains or losses," with the book of account "at all times open to inspection by any director."
- **Article IX, Section 3 (Checks and Drafts):** authorizes the Board, by resolution, to determine who may sign checks, drafts, or other orders for payment, and in what manner.
- **Article IX, Section 4 (Annual Accounting):** requires an annual report and account, including a statement of income and disbursements, be sent to members no later than thirty (30) days after the close of the Association's fiscal year (June 1 – May 31).
- **Article IX, Section 2 (Inspection of Records):** gives any member the right, upon written demand and for a purpose reasonably related to their interest as a member, to inspect the books of account and minutes of the Board.

### **3. Signature Authority and Disbursement Controls**

Pursuant to Article IX, Section 3 of the By-Laws, the Board establishes the following disbursement controls, to be formally set by accompanying Board Resolution:

- Disbursements of \$1,000 or less may be authorized by a single signature of a designated officer.
- Disbursements exceeding \$1,000 require two (2) signatures from among the Association's authorized officers.
- The Treasurer shall not be the sole signer on any disbursement, regardless of amount.
- The \$1,000 threshold shall be reviewed annually by the Board at the regular meeting following each Annual Meeting, and may be adjusted by Board resolution.

Authorized Methods of Payment. The Association may pay its obligations by check, by credit card, or by debit card, subject to the following:

- Checks shall be drawn on an Association account and signed in accordance with the signature requirements above.

- Credit and debit cards shall be issued in the name of the Association and held only by officers designated by Board resolution. Association cards shall not be used for personal purchases or cash withdrawals, and personal cards shall not be used for Association purchases except where reimbursement is approved in advance by the Board.
- The dollar thresholds above apply to card payments. A card payment of \$1,000 or less may be made by a designated cardholder. A card payment exceeding \$1,000 requires the prior written approval (which may be by email) of a second authorized officer, which shall be retained with the supporting documentation for that payment.
- Where the Treasurer makes a card payment of any amount, a second authorized officer shall approve it in writing, either in advance or no later than the next regular Board meeting.
- Each card payment shall be supported by a receipt or itemized invoice as required by Section 5, and all card transactions shall be included in the monthly reconciliation and the Quarterly Bank Reconciliation Review.

#### **4. Bank Reconciliation**

- The Treasurer shall reconcile all Association bank, credit card, and investment accounts against monthly statements no later than fifteen (15) days after each statement is received.
- A Quarterly Bank Reconciliation Review (Section 6, below) shall be completed by a director other than the Treasurer and presented to the full Board.
- Any discrepancy identified during reconciliation shall be documented in writing and reported to the full Board no later than the next regular Board meeting.

#### **5. Recordkeeping and Supporting Documentation**

For every disbursement, the Association shall retain supporting documentation sufficient to identify: the payee, the amount, the date, the purpose, and (where the payment relates to services such as road work, equipment use, or labor) an itemized basis for the charge — for example, quantity/load or hours worked and the applicable rate. Vendors and contractors performing recurring work for the Association (such as road maintenance) shall be asked to provide receipts or itemized invoices as a condition of payment.

#### **6. Quarterly Bank Reconciliation Review**

A standing reconciliation review, using the form below, shall be completed for each quarter of the Association's fiscal year (June 1 – May 31) by a director other than the Treasurer, within thirty (30) days after the quarter closes, and reported to the full Board at its next regular meeting: Quarter 1 (June 1 – August 31), due September 30; Quarter 2 (September 1 – November 30), due December 31; Quarter 3 (December 1 – end of February), due March 31; and Quarter 4 (March 1 – May 31), due June 30. Each completed review shall be retained with the Association's permanent financial records.

| <b><u>Field</u></b>                                                      | <b><u>Entry</u></b> |
|--------------------------------------------------------------------------|---------------------|
| Fiscal Year and Quarter (Q1 Jun–Aug, Q2 Sep–Nov, Q3 Dec–Feb, Q4 Mar–May) |                     |
| Review Due Date (30 days after quarter end)                              |                     |
| Account Name & Number (last 4 digits)                                    |                     |

| <b><u>Field</u></b>                            | <b><u>Entry</u></b> |
|------------------------------------------------|---------------------|
| Statement Beginning Balance                    |                     |
| Statement Ending Balance                       |                     |
| Association Book Balance (Treasurer's Ledger)  |                     |
| Variance (Statement vs. Ledger)                |                     |
| Explanation of Variance (if any)               |                     |
| Number of Disbursements Reviewed               |                     |
| Credit/Debit Card Transactions Reviewed        |                     |
| Disbursements Missing Supporting Documentation |                     |
| Reviewer Name (must not be Treasurer)          |                     |
| Reviewer Signature & Date                      |                     |
| Reported to Board on (date)                    |                     |

## **7. Annual Reporting to Members**

Consistent with Article IX, Section 4 of the By-Laws, the Board shall cause a statement of income and disbursements for the preceding fiscal year (June 1 – May 31) to be sent to the membership no later than thirty (30) days following the close of that fiscal year.

## **8. Member Inspection Rights**

Consistent with Article IX, Section 2 of the By-Laws, any member may submit a written request to inspect the Association's books of account and Board minutes, at any reasonable time, for a purpose reasonably related to the member's interest as a member. The Board shall respond to such requests within a reasonable time and may establish reasonable procedures (such as scheduling and providing a Board or Treasurer representative to be present) for the exercise of this right.

## **9. Review of This Policy**

This Policy shall be reviewed by the Board no less than annually, at the regular Board meeting following the Annual Meeting, and may be amended by Board resolution.

**SUN RANCH OWNERS' ASSOCIATION**  
**PURCHASE REQUEST FORM**

*Required for all supply and materials purchases prior to payment, per the Financial Oversight Policy and Procedure (§3) and Disbursement Controls Resolution.*

**1. Requester Information**

|                                            |                                               |
|--------------------------------------------|-----------------------------------------------|
| <b><u>Requested By (Name)</u></b><br>_____ | <b><u>Committee / Board Role</u></b><br>_____ |
| <b><u>Date of Request</u></b><br>_____     | <b><u>Date Needed By</u></b><br>_____         |

**2. Purchase Details**

|                                                                                                  |                                                  |
|--------------------------------------------------------------------------------------------------|--------------------------------------------------|
| <b><u>Description of Supplies / Items Requested</u></b><br>_____<br>_____                        |                                                  |
| <b><u>Vendor / Supplier</u></b><br>_____                                                         | <b><u>Estimated Total Cost (\$)</u></b><br>_____ |
| <b><u>Purpose / Which Association Project or Budget Line This Supports</u></b><br>_____<br>_____ |                                                  |

**3. Payment Method**

*Select one. All methods below are “orders for payment” under Article IX, §3 of the By-Laws and are subject to the same signature-authority rule as checks (Section 4, below).*

- ☐ Association Debit Card (card holder must be an authorized officer)
- ☐ Electronic Transfer / Online Bill Pay (ACH)
- ☐ Reimbursement to Requester (original receipt required — see Section 5)
- ☐ Check (only if the above are unavailable for this vendor)

#### **4. Approval — Signature Authority**

Per the Financial Oversight Policy §3 and Disbursement Controls Resolution §2: EVERY purchase, regardless of amount, requires TWO authorized officer signatures. The Treasurer may never be the sole approving signature.

|                                                                                    |                                             |
|------------------------------------------------------------------------------------|---------------------------------------------|
| <b><u>Approver 1 — Name &amp; Office</u></b><br>_____                              | <b><u>Signature &amp; Date</u></b><br>_____ |
| <b><u>Approver 2 — Name &amp; Office(required for every purchase)</u></b><br>_____ | <b><u>Signature &amp; Date</u></b><br>_____ |

#### **5. Supporting Documentation (attach before payment is made)**

- ☐ Vendor quote, invoice, or receipt attached
- ☐ For labor/road work: itemized basis attached (quantity/load or hours × rate)
- ☐ N/A — documentation to follow within 5 business days of purchase

*Completed forms and documentation are retained with the Association's permanent financial records and are reviewed as part of the Quarterly Bank Reconciliation Review.*

#### **6. Post-Purchase Confirmation (completed by Treasurer)**

|                                                |                                     |                                              |
|------------------------------------------------|-------------------------------------|----------------------------------------------|
| <b><u>Actual Amount Paid (\$)</u></b><br>_____ | <b><u>Payment Date</u></b><br>_____ | <b><u>Recorded in Ledger On</u></b><br>_____ |
|------------------------------------------------|-------------------------------------|----------------------------------------------|

# SUN RANCH

## Quarterly Bank Reconciliation Review

To be completed by a director other than the Treasurer and reported to the full Board, per the Financial Oversight Policy and Procedure (Resolution No. 2026-07)

### 1. Quarter Reviewed

Fiscal year (June 1 – May 31): 20\_\_\_\_ – 20\_\_\_\_

- ☐ **Quarter 1** June 1 – August 31    *Review due September 30*
- ☐ **Quarter 2** September 1 – November 30    *Review due December 31*
- ☐ **Quarter 3** December 1 – end of February    *Review due March 31*
- ☐ **Quarter 4** March 1 – May 31    *Review due June 30*

Complete the review within 30 days after the quarter closes and report it at the next regular Board meeting.

### 2. Review

| Field                                          | Entry |
|------------------------------------------------|-------|
| Account Name & Number (last 4 digits)          |       |
| Statement Beginning Balance                    |       |
| Statement Ending Balance                       |       |
| Association Book Balance (Treasurer's Ledger)  |       |
| Variance (Statement vs. Ledger)                |       |
| Explanation of Variance (if any)               |       |
| Number of Disbursements Reviewed               |       |
| Credit/Debit Card Transactions Reviewed        |       |
| Disbursements Missing Supporting Documentation |       |
| Reviewer Name (must not be Treasurer)          |       |
| Reviewer Signature & Date                      |       |
| Reported to Board on (date)                    |       |

### 3. Notes

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**SUN RANCH OWNERS' ASSOCIATION**  
**Resolution of the Board of Directors — Dues Collection Policy and Procedure**  
**RESOLUTION NO. 2026-08**  
Adopted: \_\_\_\_\_, 2026

**WHEREAS**, the Sun Ranch Owners' Association ("Association") is authorized under Article VIII of its By-Laws and Section VII(d) of the CC&Rs to levy annual assessments against each lot and to record a lien against any lot for unpaid assessments; and

**WHEREAS**, the Association's current annual assessment is \$137.00 per lot; and

**WHEREAS**, a number of lot owners have failed to pay assessments when due, and the Board wishes to adopt a clear, consistent, and fairly-applied procedure for pursuing collection; and

**WHEREAS**, RCW 64.38.100 requires the Association to mail a statutory notice of delinquency containing specific mandated language no later than 30 days after an assessment becomes past due, and prohibits the Association from taking any other collection action, including recording a lien, until 15 days after that notice is mailed; and

**WHEREAS**, the Board recognizes that the statutory lien-foreclosure threshold under RCW 64.38.100 (the greater of three months of assessments or \$2,000.00, exclusive of fines, interest, or costs) would, at the current annual assessment rate, take a delinquent owner over a decade to reach, making foreclosure impractical as a near-term collection tool; and

**WHEREAS**, the Board has identified Washington's Small Claims Court as a faster, lower-cost intermediate collection tool available to the Association well before the statutory foreclosure threshold is met;

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Directors of the Sun Ranch Owners' Association hereby adopts the following:

1. The Dues Collection Policy and Procedure is adopted and incorporated by reference.
2. The collection steps set forth in the Dues Collection Policy and Procedure — a statutory notice of delinquency, followed by lien recording, third-party collections agency referral, and/or small claims action as the Board determines for each account under the criteria in the Policy, and statutory lien foreclosure where available — are the Association's standard practice for delinquent assessments, to be applied consistently to all lot owners. Recording a lien is at the Board's discretion and is not required before a collections agency referral or a small claims action.
3. The letter templates are adopted as the Association's standard-form correspondence for each step of this Policy and are to be used, with lot-specific details filled in, for all delinquency communications.
4. The Treasurer, or another Board member designated by the President, is authorized to appear on behalf of the Association in Small Claims Court proceedings, consistent with RCW 12.40.080, which generally excludes attorneys from appearing in small claims hearings absent the presiding judge's express consent.
5. The collection-related fees and costs referenced in the Dues Collection Policy and Procedure (the notice of delinquency administrative fee, interest, lien recording costs, small claims filing fees, and collection costs) are incorporated by reference into the Association's master Fee and Fine Schedule (Resolution No. 2026-18) and are not restated here as a separate fee table.

6. This Resolution and the Dues Collection Policy and Procedure along with the letter templates are adopted, effective immediately.

7. This Resolution supersedes any prior informal or inconsistent collection practice of the Association.

**ADOPTED** by the Board of Directors of Sun Ranch Owners' Association on the date first written above.

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President, Sun Ranch Owners' Association — Date: \_\_\_\_\_

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Secretary, Sun Ranch Owners' Association (Attest) — Date: \_\_\_\_\_

# **SUN RANCH OWNERS' ASSOCIATION**

## **Dues Collection Policy and Procedure**

Approved by the Board of Directors: \_\_\_\_\_, 2026 (Resolution No. 2026-08)

### **I. Purpose**

This Policy establishes a clear, consistent process for collecting delinquent annual assessments, so that all lot owners are held to the same standard and the Board has a documented, defensible process to follow.

### **II. Authority**

- By-Laws, Article VIII, Section 4 (Lien): unpaid assessments, plus interest and collection costs, constitute a lien on the lot once the Board records a notice of assessment with the County Recorder.
- CC&Rs, Section VII(d): unpaid charges are a personal debt of the lot owner and a lien on the property until paid; the obligation runs with the land.
- RCW 64.38.100 (Washington Homeowners' Association Act): governs the mandatory notice of delinquency and when the Association may foreclose a recorded lien (see Sections III.A and III.E below).
- RCW 12.40.010 and RCW 12.40.080: govern the Association's use of Washington's Small Claims Court (see Section III.D below).
- RCW 19.16 (Washington Collection Agency Act): governs the Association's use of a licensed third-party collections agency (see Section III.C below).

### **III. Collection Escalation Process**

#### **A. Step 1 — Statutory Notice of Delinquency (Required, Use Letter 1)**

This step is legally mandatory and must occur before any other collection action, including recording a lien. No later than 30 days after an assessment becomes past due, the Treasurer sends the lot owner a Notice of Delinquency (Letter 1) by first-class mail, containing the exact statutory language required by RCW 64.38.100(1)(a)(iii), including contact information for the statewide foreclosure hotline, HUD, and the statewide civil legal aid hotline.

- Until 15 days after this notice is mailed, the Association may not take any other collection action or charge the owner any collection costs beyond: the actual cost of printing and mailing the notice; an administrative fee of no more than \$10.00; and a single late fee of no more than \$50.00 or 5% of the unpaid assessment, whichever is less.
- This notice must also be sent by email if the owner's email address is on file, and in the owner's preferred language if one has been indicated.
- The Association charges a \$10.00 administrative fee, plus the actual cost of printing and mailing, for each Notice of Delinquency it sends. These charges are added to the owner's account when the notice is mailed and are permitted during the 15-day waiting period by RCW 64.38.100(1)(b)(ii)(A)–(B).
- The Association should retain a copy of the mailed notice and proof of mailing in the delinquency file for that lot.

- The statutory notice text is mandated verbatim by RCW 64.38.100(1)(a)(iii), including its references to “home,” and applies to every lot regardless of whether it is currently improved with a residence, since RCW 64.38.015 makes this chapter applicable to both developed and undeveloped lots. The Board should not alter the mandated statutory language even for vacant lots.

### **A-1. Late Payment Fees (Effective 2027 Assessment Year)**

In addition to the Step 1 statutory notice above, the Association assesses a Late Payment Fee and a Monthly Escalation Fee against lots that remain unpaid after the June 15 due date. These fees were adopted by Resolution No. 2026-15 and take effect beginning with the 2027 assessment year, giving the membership advance notice before the change applies.

Late Payment Fee: \$30.00, assessed if the annual assessment remains unpaid as of the later of July 2 or the sixteenth (16th) day after the statutory Notice of Delinquency (Letter 1) for that lot is mailed. Tying the fee to the mailing date ensures it is never charged during the 15-day post-statutory-notice waiting period required by RCW 64.38.100(1)(b)(ii)(C) (see Section III.A above), when the statute caps collection costs. The Treasurer should aim to mail Letter 1 by June 30 and must in all cases mail it within the 30 days required by Section III.A; a lot whose notice is mailed by June 16 is assessed the fee on July 2, and a lot whose notice is mailed later is assessed the fee on the sixteenth day after mailing.

Monthly Escalation Fee: \$25.00, assessed on August 2, September 2, and October 2 for each month the balance remains unpaid. Combined with the Late Payment Fee, the maximum an owner can be charged under this Section is \$105.00.

These fees are in addition to the \$10.00 administrative fee and the printing and mailing cost described in Section III.A. The Late Payment Fee replaces the capped late fee described in Section III.A: beginning with the 2027 assessment year, the Board will not charge both the Section III.A late fee and this Section’s Late Payment Fee on the same delinquency.

Lots that remain unpaid as of October 15 are referred by the Treasurer to the Board for collection action, consistent with By-Laws Article VIII, Section 3a. The referral is standing Association policy and not discretionary. For each referred account, the Board determines which collection step or steps to use under Sections III.B, III.C, and III.D below (lien recording, third-party collections agency referral, and/or Small Claims Court), applying the criteria in Section III.B and using the least costly step likely to result in payment.

### **B. Step 2 — Lien Recording (Use Letter 2)**

If payment is not received and at least 15 days have passed since the Step 1 notice was mailed, the Board may authorize recording a lien against the lot with the Okanogan County Auditor, and send the owner a Notice of Lien Recorded (Letter 2).

- There is no dollar minimum in the Association's governing documents to record a lien — the Board may record a lien for any unpaid assessment amount, however small, once the Step 1 waiting period has passed.
- Recording a lien is at the Board's discretion and is not required for every referred account. Because the recording and release costs are paid up front by the Association and exceed a single

year's assessment, the Board will generally record a lien where one or more of the following applies: (1) the lot is delinquent for more than one assessment year; (2) the lot is listed for sale, under contract, or being refinanced, or the Board has other reason to believe ownership is about to change; (3) the owner has not responded to the Step 1 notice and cannot be reached at the address on file; or (4) a Small Claims Court judgment has been entered against the owner and remains unpaid.

- The Board applies these criteria the same way to every referred account and notes its determination for each account in the delinquency log (Section V). An account that does not meet these criteria is not excused; it proceeds under Section III.C or III.D. The Board may set a limit on the total collection costs the Association will advance in a fiscal year.
- The recorded notice must state the amount owed, a description of the lot, and the name of the record owner, and must be signed by the Secretary on the Association's behalf (By-Laws Art. VIII, §4).
- Once the debt is paid or otherwise satisfied, the Board causes a release of lien to be recorded and sends the owner a Notice of Lien Release (Letter 5).
- Both the notice of lien and the release of lien must be notarized before recording. Each document must include a notary acknowledgment block at the bottom, and the Secretary must sign it in the presence of a notary public.
- The lien and its release are at the owner's expense. The cost of preparing, notarizing, and recording is currently \$303.50 for the lien and \$303.50 for the release, for a total of \$607.00, which is added to the amount of the owner's lien at the time the lien is recorded and must be paid in full before the release is recorded. These amounts are subject to change as the Association's actual costs change.

### **C. Step 3 — Third-Party Collections Agency Referral (Board Discretionary, Use Letter 2A)**

If the account remains unpaid after the Step 1 waiting period has passed, whether or not a lien has been recorded (Step 2), the Board may, in its discretion, refer the delinquent account to a licensed third-party collections agency, in lieu of or in addition to proceeding directly to Small Claims Court (Section III.D below). This step was adopted by Resolution No. 2026-20.

- This step is Board-discretionary, not mandatory. The Board should consider referral to collections particularly where the owner cannot be located or reached at the address on file, where the balance has accumulated across multiple assessment years, or where an out-of-state owner makes Small Claims Court impractical.
- Before referral, the Treasurer sends the owner a Third-Party Collections Agency Referral Notice (Letter 2A).
- Any fees or costs charged by the collections agency are added to the amount owed and are billable to the delinquent owner as a collection cost, consistent with By-Laws Article VIII and CC&Rs Section VII(d).
- If a lien has been recorded against the lot, it remains in place and is not released by referral to collections; a collections referral addresses collection of the debt, not satisfaction of the lien.
- If the collections agency is unable to resolve the account, the Board retains full discretion to proceed with Small Claims Court (Section III.D) or, once statutory thresholds are met, lien foreclosure (Section III.E), notwithstanding the prior collections referral.

- The Board should select a collections agency licensed to operate in Washington State consistent with the Washington Collection Agency Act (RCW 19.16), and may use the Association's Bid Solicitation Policy to select and periodically review its collections agency vendor.

#### **D. Step 4 — Small Claims Court (Use Letter 3, then File)**

Because the statutory lien-foreclosure threshold (Section III.E) is impractical to reach at the Association's current \$137.00 annual assessment, Small Claims Court remains one of the Association's primary tools for actively collecting on a judgment when the statutory notice, and any lien or collections agency referral (Section III.C), have not resulted in payment. The Board may file in Small Claims Court whether or not a lien has been recorded, once the Step 1 waiting period has passed. At the current \$35.00 filing fee, it is also the least costly formal step for a single-year balance.

Before filing, the Treasurer sends a Final Notice Before Small Claims Filing (Letter 3), giving the owner one more documented opportunity to resolve the debt.

#### **Key parameters (Washington State):**

- Claim cap: the Association, as an entity (not a natural person), may claim up to \$5,000.00 per RCW 12.40.010.
- Filing fee: Currently \$35.00 in Okanogan county; paid to the district court clerk at filing.
- Representation: the Association must be represented by a non-attorney — typically the Treasurer or another Board member — as attorneys are excluded from small claims hearings absent the judge's express consent (RCW 12.40.080).
- Venue: generally the district court in the county where the defendant (lot owner) resides (RCW 3.66.040).
- Service: the lot owner must be formally served — by certified/registered mail with return receipt, or by process server/sheriff. The Association cannot hand-deliver the notice itself.
- Scope: Small Claims Court awards a money judgment only. It does not foreclose liens, order injunctive relief, or resolve title disputes.

#### **Small Claims Procedure:**

- a) Confirm the exact unpaid balance from Association records and confirm the current record owner's name via the County Assessor.
- b) Obtain and complete the Notice of Small Claim from the appropriate district court.
- c) File the Notice with the court clerk and pay the filing fee.
- d) Arrange formal service on the defendant and retain proof of service.
- e) The Board-designated representative (per Resolution, Section 4) appears at the hearing with the Association's ledger, the statutory notice, proof of the recorded lien (if one was recorded), and any other correspondence.
- f) If judgment is awarded, the Association may need to pursue further collection (e.g., wage garnishment or bank levy) if the owner does not pay voluntarily, or, if a lien has been recorded, may simply allow it to remain in place until the lot is sold or refinanced.

## **E. Step 5 — Statutory Lien Foreclosure (Long-Term Option, Use Letter 4)**

Foreclosure of the recorded lien remains available under RCW 64.38.100, but only once statutory thresholds are met:

- The owner must owe the greater of three months of assessments, or \$2,000.00 in unpaid assessments (not counting fines, interest, attorneys' fees, or collection costs). At \$137.00/year, the \$2,000.00 floor controls, meaning an owner would need to be delinquent for roughly 14+ years on assessments alone before this threshold is reached.
- A second statutory notice of delinquency (Letter 4), containing the same mandated language as Letter 1, must be mailed at or after 90 days past due, and no sooner than 60 days after the Letter 1 notice.
- At least 90 days must elapse from the date the minimum threshold amount accrued before foreclosure may commence.
- The Board must formally approve commencement of the foreclosure action against that specific lot.
- CC&Rs §VII(d)(vi) additionally requires a minimum four-month wait from the date the charge became due before any foreclosure proceeding may be commenced.

Given the long timeline to reach this threshold, foreclosure is expected to be a rarely-used, last-resort tool, reserved for owners with many years of accumulated non-payment.

## **IV. Letter Templates**

The Association's standard-form letters for each step of this process are attached as Exhibit B and are to be used, with lot-specific details filled in, for all delinquency correspondence:

- Letter 1 — Statutory Notice of Delinquency (First Preforeclosure Notice)
- Letter 2 — Notice of Lien Recorded
- Letter 2A — Third-Party Collections Agency Referral Notice (Board Discretionary)
- Letter 3 — Final Notice Before Small Claims Filing
- Letter 4 — Statutory Second Notice of Delinquency (Second Preforeclosure Notice)
- Letter 5 — Notice of Lien Release / Account Satisfied

## **V. Recordkeeping**

- The Treasurer maintains a delinquency log for each lot: assessment history, dates and copies of all letters sent, lien recording/release dates, any collections agency referral dates and outcomes, and any Small Claims or foreclosure filings and outcomes.
- Copies of all lien recordings, releases, and court filings are kept in the Association's permanent records and are available for member inspection per By-Laws Article IX, Section 2.

## **VI. Fees and Costs**

Lien recording costs, third-party collections agency fees, Small Claims filing fees, and other collection costs incurred by the Association are billable to the delinquent owner as part of the debt, consistent with By-Laws Article VIII and the Association's master Fee and Fine Schedule (Resolution No. 2026-18). The Late Payment Fee and Monthly Escalation Fee described in Section III.A-1 above were adopted by Resolution No. 2026-15, effective beginning with the 2027 assessment year, and are billable and

lienable on the same basis. All of the foregoing are subject to the limits described during the Step 1 waiting period in Section III.A above.

Interest. The Association charges interest on unpaid assessments at 8% per annum from the date of the Association's written demand for payment (the Step 1 notice). This is within what the Covenants allow: CC&Rs Section VII(d)(vi) permits interest at the maximum legal rate from the date the charge was due, and 8% per annum is the rate CC&Rs Section XI(c) sets for other unpaid amounts. Interest is added to the owner's account and is collectible and lienable on the same basis as the assessment.

## Dues Collection Letter Templates

*The six templates below correspond to the steps described in the Dues Collection Policy and Procedure. Fill in bracketed fields with lot-specific details before sending.*

### **LETTER: 1 — Statutory Notice of Delinquency (First Preforeclosure Notice)**

*When to use: Required by law. Must be mailed no later than 30 days after an assessment becomes past due. Until 15 days after this notice is sent, the Association may not record a lien, send further demands, or charge additional collection costs beyond a small late fee/admin fee/mailing cost. This is legally the Association's FIRST step — send it before anything else.*

### **SUN RANCH OWNERS' ASSOCIATION**

*Okanogan County, Washington*

[DATE]

[OWNER NAME]

[MAILING ADDRESS]

[CITY, STATE ZIP]

Sent via First-Class Mail and Email (if on file)

Re: Lot [LOT NUMBER], Sun Ranch — [Cape LaBelle / Lyman Lake] Plat

Dear [OWNER NAME]:

This letter serves as your official notice that your Sun Ranch Owners' Association assessment for Lot [LOT NUMBER] in the amount of \$[AMOUNT OWED] became past due on [DUE DATE] and remains unpaid as of the date of this letter.

This notice is provided as required by RCW 64.38.100. Please review the statutory notice below carefully.

*Note: Washington law requires the notice below to use the exact wording set by statute, including references to “home.” This notice applies to Lot [LOT NUMBER] and the Association's lien and collection rights against it regardless of whether the lot currently has a residence built on it — Washington's Homeowners' Association Act applies equally to developed and undeveloped lots (RCW 64.38.015).*

**THIS IS A NOTICE OF DELINQUENCY FOR PAST DUE ASSESSMENTS  
FROM THE HOMEOWNERS' ASSOCIATION TO WHICH YOUR HOME  
BELONGS.**

**THIS NOTICE IS ONE STEP IN A PROCESS THAT COULD RESULT IN  
YOUR LOSING YOUR HOME.**

CONTACT A HOUSING COUNSELOR OR AN ATTORNEY LICENSED IN  
WASHINGTON NOW to assess your situation and refer you to mediation if you might  
benefit. DO NOT DELAY.

BE CAREFUL of people who claim they can help you. There are many individuals and businesses that prey upon borrowers in distress.

REFER TO THE CONTACTS BELOW for sources of assistance.

**SEEKING ASSISTANCE**

Housing counselors and legal assistance may be available at little or no cost to you. Housing counselors and attorneys may assist you in meeting and conferring with your association to resolve the past due assessments, and based on the circumstances refer you to the foreclosure mediation program. If you would like assistance in determining your rights and opportunities to keep your house, you may contact the following:

The statewide foreclosure hotline for assistance and referral to housing counselors recommended by the Housing Finance Commission

Telephone: 1-877-894-4663 (1-877-894-HOME) Website: [www.homeownership-wa.org](http://www.homeownership-wa.org)

The United States Department of Housing and Urban Development

Telephone: 1-800-569-4287 Website: [www.hud.gov/findacounselor](http://www.hud.gov/findacounselor)

The statewide civil legal aid hotline for assistance and referrals to other housing counselors and attorneys

Telephone: 1-888-201-1014 Website: [www.nwjustice.org](http://www.nwjustice.org)

Amount currently due: \$[AMOUNT OWED]

If you believe this notice was sent in error, or if you have already submitted payment, please contact the Association Treasurer at [TREASURER EMAIL/PHONE].

Sincerely,

---

[NAME], Treasurer

*LETTER: 2 — Notice of Lien Recorded*

*When to use: Send after the Board has recorded a lien against the lot (no dollar minimum required).  
May not be sent, and the lien itself may not be recorded, until at least 15 days after Letter 1 was mailed.*

**SUN RANCH OWNERS' ASSOCIATION**

*Okanogan County, Washington*

[DATE]

[OWNER NAME]

[MAILING ADDRESS]

[CITY, STATE ZIP]

Sent via Certified Mail, Return Receipt Requested

Re: Lot [LOT NUMBER], Sun Ranch — [Cape LaBelle / Lyman Lake] Plat

Dear [OWNER NAME]:

This letter is to notify you that, because the assessment described in our prior notice dated [DATE OF LETTER 1] remains unpaid, the Sun Ranch Owners' Association Board of Directors has recorded a lien against Lot [LOT NUMBER] with the Okanogan County Auditor.

**Lien details:**

Amount of lien: \$[AMOUNT OWED, INCLUDING ANY ACCRUED INTEREST/COSTS]

Recording date: [DATE RECORDED]

Auditor's File Number: [FILE NUMBER]

This lien is authorized under Article VIII, Section 4 of the Association's By-Laws and Section VII(d) of the Association's Covenants, Conditions, and Restrictions, and constitutes a lien against the lot until the debt is paid in full, including interest and reasonable collection costs (including attorneys' fees, if incurred).

This lien will remain on record and will need to be satisfied before the lot can be sold, refinanced, or transferred with clear title. If the balance remains unpaid, the Association may pursue further collection action, including a Small Claims Court action for a money judgment.

Under the Association's Dues Collection Policy, the lien and its release are at the owner's expense. The cost of notarizing and recording the lien (\$303.50) and the release of lien (\$303.50), a total of \$607.00, has been added to the amount of the lien shown above and must be paid before the lien is released.

To resolve this matter and have the lien released, please remit payment in full to the Association at the address below.

Sincerely,

---

[NAME], Treasurer

*LETTER: 2A — Third-Party Collections Agency Referral Notice*

*When to use: Optional and Board-discretionary — not legally required. Send if the Board decides to refer the account to a third-party collections agency, in lieu of or in addition to Small Claims Court, no sooner than 15 days after Letter 1 was mailed. A recorded lien is not required first.*

**SUN RANCH OWNERS' ASSOCIATION**

*Okanogan County, Washington*

[DATE]

[OWNER NAME]

[MAILING ADDRESS]

[CITY, STATE ZIP]

Sent via Certified Mail, Return Receipt Requested

Re: Lot [LOT NUMBER], Sun Ranch — [Cape LaBelle / Lyman Lake] Plat

Dear [OWNER NAME]:

This letter is to notify you that, because the assessment described in our prior notice(s) dated [DATE(S) OF PRIOR LETTERS] remains unpaid, the Sun Ranch Owners' Association Board of Directors has referred the delinquent balance on Lot [LOT NUMBER] to [COLLECTIONS AGENCY NAME], a licensed third-party collections agency, for further collection action.

**Referral details:**

Amount referred: \$[AMOUNT OWED, INCLUDING ACCRUED INTEREST/FEES]

Referral date: [DATE REFERRED]

Agency contact: [COLLECTIONS AGENCY NAME, PHONE, ADDRESS]

Please note that any fees charged by the collections agency will be added to the amount owed and are your responsibility to pay, consistent with Article VIII of the Association's By-Laws and Section VII(d) of the Association's Covenants, Conditions, and Restrictions, which make collection costs part of the debt and a charge against your lot.

From this point forward, please direct payment and any communication regarding this delinquent balance directly to [COLLECTIONS AGENCY NAME] at the contact information above. Any lien the Association has recorded against Lot [LOT NUMBER] will remain in place until the debt, including all collection costs, is paid in full.

If the balance remains unresolved following referral to collections, the Association reserves the right to pursue further collection action, including Small Claims Court, at its discretion.

Sincerely,

---

[NAME], Treasurer

*LETTER: 3 — Final Notice Before Small Claims Filing*

*When to use: Optional but recommended — not legally required, but gives the owner one last documented chance to pay and strengthens the Association's position if the case goes to a hearing. May not be sent until at least 15 days after Letter 1 was mailed. A recorded lien (Step 2) is not required first.*

**SUN RANCH OWNERS' ASSOCIATION**

*Okanogan County, Washington*

[DATE]

[OWNER NAME]

[MAILING ADDRESS]

[CITY, STATE ZIP]

Sent via Certified Mail, Return Receipt Requested

Re: Lot [LOT NUMBER], Sun Ranch — [Cape LaBelle / Lyman Lake] Plat

Dear [OWNER NAME]:

Despite our prior notice(s) dated [DATE(S) OF PRIOR LETTERS], the Association's records show that Lot [LOT NUMBER] remains delinquent in the amount of \$[AMOUNT OWED], plus any interest and costs that have accrued since that time.

This letter is your final opportunity to resolve this matter before the Association proceeds with a Small Claims Court action against you for the outstanding balance.

If payment in full is not received within [14/30] days of the date of this letter, the Association intends to file a Notice of Small Claim in [COUNTY] District Court seeking a money judgment for the outstanding balance, plus filing fees and any other recoverable costs.

We would prefer to resolve this without litigation. If you believe this balance is in error, please contact the Treasurer at [TREASURER EMAIL/PHONE] before the deadline above.

Sincerely,

---

[NAME], Treasurer

**LETTER: 4 — Statutory Second Notice of Delinquency (Second Preforeclosure Notice)**

*When to use: Required by law before foreclosure may proceed. May not be mailed sooner than 60 days after Letter 1, and only once assessments have been past due at least 90 days. Use only once the account has grown large enough to approach the \$2,000 / 3-month statutory foreclosure threshold — unlikely to be needed for years at current dues levels, but included here for completeness.*

**SUN RANCH OWNERS' ASSOCIATION**

*Okanogan County, Washington*

[DATE]

[OWNER NAME]

[MAILING ADDRESS]

[CITY, STATE ZIP]

Sent via First-Class Mail and Email (if on file)

Re: Lot [LOT NUMBER], Sun Ranch — [Cape LaBelle / Lyman Lake] Plat

Dear [OWNER NAME]:

This letter serves as the Association's second statutory notice of delinquency for Lot [LOT NUMBER], provided pursuant to RCW 64.38.100(2)(b). Our records show this account remains past due in the amount of \$[AMOUNT OWED] as of the date of this letter.

*Note: Washington law requires the notice below to use the exact wording set by statute, including references to “home.” This notice applies to Lot [LOT NUMBER] and the Association's lien and foreclosure rights against it regardless of whether the lot currently has a residence built on it — Washington's Homeowners' Association Act applies equally to developed and undeveloped lots (RCW 64.38.015).*

**THIS IS A NOTICE OF DELINQUENCY FOR PAST DUE ASSESSMENTS  
FROM THE HOMEOWNERS' ASSOCIATION TO WHICH YOUR HOME  
BELONGS.**

**THIS NOTICE IS ONE STEP IN A PROCESS THAT COULD RESULT IN  
YOUR LOSING YOUR HOME.**

CONTACT A HOUSING COUNSELOR OR AN ATTORNEY LICENSED IN  
WASHINGTON NOW to assess your situation and refer you to mediation if you might  
benefit. DO NOT DELAY.

BE CAREFUL of people who claim they can help you. There are many individuals and  
businesses that prey upon borrowers in distress.

REFER TO THE CONTACTS BELOW for sources of assistance.

**SEEKING ASSISTANCE**

Housing counselors and legal assistance may be available at little or no cost to you.  
Housing counselors and attorneys may assist you in meeting and conferring with your  
association to resolve the past due assessments, and based on the circumstances refer

you to the foreclosure mediation program. If you would like assistance in determining your rights and opportunities to keep your house, you may contact the following:

The statewide foreclosure hotline for assistance and referral to housing counselors recommended by the Housing Finance Commission

Telephone: 1-877-894-4663 (1-877-894-HOME) Website: [www.homeownership-wa.org](http://www.homeownership-wa.org)

The United States Department of Housing and Urban Development

Telephone: 1-800-569-4287 Website: [www.hud.gov/findacounselor](http://www.hud.gov/findacounselor)

The statewide civil legal aid hotline for assistance and referrals to other housing counselors and attorneys

Telephone: 1-888-201-1014 Website: [www.nwjustice.org](http://www.nwjustice.org)

This account now owes at least \$2,000.00, or three or more months, of assessments (excluding fines, interest, and costs), which is the minimum threshold under Washington law before the Association may commence a lien foreclosure action. At least 90 days must elapse from the date that threshold was reached, and the Board must separately approve commencement of any foreclosure action against this specific lot, before foreclosure may proceed.

We strongly encourage you to contact a housing counselor or attorney using the information above, or to contact the Association directly, to resolve this matter before further action is taken.

Sincerely,

---

[NAME], Treasurer

*LETTER: 5 — Notice of Lien Release / Account Satisfied*

*When to use: Send once a delinquent account is paid in full, whether resolved after Letter 1, 2, 3, or after a Small Claims judgment is paid. Confirms the debt is resolved and that the Association will record a lien release, if applicable.*

**SUN RANCH OWNERS' ASSOCIATION**

*Okanogan County, Washington*

[DATE]

[OWNER NAME]

[MAILING ADDRESS]

[CITY, STATE ZIP]

Sent via Certified Mail, Return Receipt Requested

Re: Lot [LOT NUMBER], Sun Ranch — [Cape LaBelle / Lyman Lake] Plat

Dear [OWNER NAME]:

This letter confirms that the Association has received payment in full resolving the delinquent assessment balance on Lot [LOT NUMBER], as of [PAYMENT DATE].

If a lien was previously recorded against this lot (Auditor's File No. [FILE NUMBER], recorded [DATE RECORDED]), the Association will record a release of that lien with the Okanogan County Auditor within [TIMEFRAME, E.G. 30 DAYS].

Thank you for resolving this matter. If you have any questions, please contact the Treasurer at [TREASURER EMAIL/PHONE].

Sincerely,

---

[NAME], Treasurer

## SUN RANCH OWNERS' ASSOCIATION

### Resolution of the Board of Directors — Building and Improvement Review Policy and Procedure

#### RESOLUTION NO. 2026-09

Adopted: \_\_\_\_\_, 2026

**WHEREAS**, the Declaration of Covenants, Conditions, and Restrictions for Sun Ranch (“CC&Rs”), Sections II(f), V, and VI, require that building plans, specifications, and plot plans be reviewed and approved in writing by the Cattlemen's Board prior to construction, and require Board approval of any material change in the existing state of a lot; and

**WHEREAS**, CC&Rs Section VI(g) provides that appointment of the Cattlemen's Board shall become the sole and exclusive responsibility of the Association once sixty (60) calendar months have elapsed from the Declarant's recording of a plat or survey map for any unit or division included in the Subdivision, a threshold that has long since passed, such that the Association's elected Board of Directors (the “Board”) now holds and exercises the authority and responsibilities assigned to the Cattlemen's Board under the CC&Rs; and

**WHEREAS**, the CC&Rs establish the criteria the Board must apply in reviewing such submissions but do not specify a response timeline, a reconsideration or appeal process, or a procedure for addressing work undertaken without approval; and

**WHEREAS**, the Association has no Architect Member as described in CC&Rs Section VI(b), and the Board therefore reviews and decides all submissions as a body by majority vote; and

**WHEREAS**, the Board has adopted a Board Decision Appeals Policy and Procedure (Resolution No. 2026-10) establishing a single, consistent appeals process for Board decisions across Association policies, and finds it appropriate for appeals under this Policy to follow that same process; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Directors of Sun Ranch Owners' Association hereby adopts the Building & Improvement Review Policy and Procedure, effective as of the date of adoption below; and

**BE IT FURTHER RESOLVED**, that the Building Approval Form attached to this Resolution is adopted as the required application for all submissions under the Policy, and replaces the Building Structure Approval Form previously posted on the Association’s website; and

**BE IT FURTHER RESOLVED**, that the appeal process in Section 7 of the Building and Improvement Review Policy and Procedure incorporates the Board Decision Appeals Policy and Procedure by reference, and shall be interpreted consistently with it; and

**BE IT FURTHER RESOLVED**, that this Resolution and the attached Policy and Procedure may be amended from time to time by subsequent resolution of the Board.

**ADOPTED** by the Board of Directors of Sun Ranch Owners' Association on the date first written above.

\_\_\_\_\_  
President, Sun Ranch Owners' Association — Date: \_\_\_\_\_

\_\_\_\_\_  
Secretary, Sun Ranch Owners' Association (Attest) — Date: \_\_\_\_\_

# **SUN RANCH OWNERS' ASSOCIATION**

## **Building & Improvement Review Policy and Procedure**

Approved by the Board of Directors: \_\_\_\_\_, 2026 (Resolution No. 2026-09)

### **1. Purpose**

This Policy establishes the process by which the Board reviews and acts upon lot owner requests for approval of building, construction, and other material changes to property within the Unit or Subdivision, as required by CC&Rs §§II(f), V, and VI. It is intended to implement, and shall be read consistently with, the CC&Rs. In the event of any conflict, the CC&Rs control.

### **2. Scope**

This Policy applies to any submission required under the Association's Building Approval Form, including but not limited to construction or alteration of a building or structure, installation of a temporary residence, utility installation, excavation or grading, drainage or stream alteration, tree or vegetation clearing, and signage.

### **3. Submission**

An owner shall submit a completed Building Approval Form, together with building plans, specifications, a plot plan, and any other materials identified in the Form, to the Board by one of the following methods: (a) email to sunranchmemberstonasket@gmail.com; (b) U.S. Mail to PO Box 407, Tonasket, WA 98855; or (c) hand delivery to a Board member or at a Board meeting. The Board designates these methods for receiving submissions under CC&Rs §II(g). A submission is not complete, and the review period described in Section 4 does not begin, until all required materials have been received.

### **4. Review Timeline**

The Board shall act on each complete submission at a Board meeting. A complete submission received at least seven (7) calendar days before a regular Board meeting will be decided at that meeting; one received later will be decided at the following regular meeting. The Board shall send the owner a written decision — approval, conditional approval, or denial — within seven (7) calendar days after the meeting. For time-sensitive projects, the Board may call a special meeting to act sooner.

- If the Board does not issue a written decision within that time, the owner may request written confirmation of status from the Board; the submission remains pending until a written decision is issued and shall not be deemed approved by default.
- The Association has no Architect Member under CC&Rs §VI(b). The Board therefore decides each submission by majority vote of the Board members present at a meeting at which a quorum is present. Other Board action requires the vote or written consent of any two members, per CC&Rs §VI(b).

### **5. Review Criteria**

The Board shall evaluate each submission using the discretionary criteria set forth in CC&Rs §V(b), including consistency with the general purposes of the CC&Rs; prevention of unsafe or hazardous conditions; minimization of obstruction or diminution of the view of others; preservation of visual continuity and avoidance of sharp or unnecessary transitions between improved and unimproved areas; good and attractive design in harmony with the rustic and natural setting; and preservation of existing natural beauty.

### **6. Decision, Notice, and Recordkeeping**

The Board's written decision shall state whether the submission is approved, conditionally approved, or denied, and, if denied or conditioned, the reasons therefore. The decision shall be sent to the owner and reported in writing to the Association, and a permanent record of the submission and decision shall be maintained, as required by CC&Rs §VI(b).

## **7. Appeal Process**

Appeals of a Board decision under this Policy follow the Association's Board Decision Appeals Policy and Procedure (Resolution No. 2026-10). A timely filed appeal stays the enforcement escalation described in Section 8 below (including self-help abatement and lien action), but does not authorize the owner to begin or continue the disputed work — the property must remain in the state required by the Board's decision while the appeal is pending.

## **8. Non-Compliance: Stop-Work and Enforcement**

### **(a) Discovery**

If the Board becomes aware that material changes are being made, or have been made, to a lot without required approval, or that constructed improvements materially deviate from an approved submission, the Board shall promptly investigate.

### **(b) Stop-Work Notice**

Where unapproved or non-conforming work is confirmed and ongoing, the Board shall issue a written Stop-Work Notice to the owner directing that work cease immediately pending compliance with this Policy.

### **(c) Cure Period**

The owner shall have ten (10) calendar days from the date of the Stop-Work Notice to either (i) submit a complete request for retroactive approval under Sections 3–5 above, or (ii) bring the property into conformance with a previously approved submission or with the CC&Rs.

### **(d) Escalation**

If the owner fails to respond within the cure period, or if retroactive approval is denied and the work is not brought into conformance, the Board may pursue the remedies available under CC&Rs §XI, including without limitation:

- Prosecuting an action at law or in equity, including for prohibitive or mandatory injunction;
- Entering the lot to abate or remove the condition causing the violation, or otherwise curing the violation, with costs billed to the owner;
- Recording a lien against the lot for unpaid costs, bearing interest at the rate specified in CC&Rs §XI(c), enforceable by foreclosure; and
- Seeking an award of costs and reasonable attorneys' fees as the prevailing party.

## **9. Relation to Other Policies**

This Policy works together with the Building Approval Form (the member-facing application and checklist) and does not modify the substantive standards set forth in the CC&Rs. This Policy may be read together with any Fee and Fine Schedule or other enforcement policy subsequently adopted by the Board.

## **10. Amendment**

This Policy may be amended from time to time by resolution of the Board of Directors.

# SUN RANCH

## Building Approval Form

*Application and checklist, based on the Restatement of Declaration of Covenants, Conditions, and Restrictions ("CC&Rs"), Sections II, V, and VI*

Before you dig, build, grade, clear, or install anything on your lot, complete this form and submit it with the required attachments. Getting written Board approval before you start avoids delays, extra cost, and enforcement action.

### 1. Owner and lot information

Date: \_\_\_\_\_

SROA member name: \_\_\_\_\_ Lot number: \_\_\_\_\_

Property address: \_\_\_\_\_

Mailing address: \_\_\_\_\_

Email address: \_\_\_\_\_

Phone number(s): \_\_\_\_\_

Brief description of project: \_\_\_\_\_

### 2. Does your project need approval?

Under CC&Rs Section V(a), Board approval is required before any "material change in the existing state" of your lot. This is broader than just new buildings. Check any that apply to your project:

- ☐ Constructing, adding to, or altering a building, structure, or complex (house, garage, barn, stable, corral, shed, etc.)
- ☐ Installing a mobile home, camper, or other temporary shelter for use as a temporary residence
- ☐ Installing utility facilities (power, water, septic, etc.)
- ☐ Excavating, filling, or otherwise disturbing the surface of the land
- ☐ Changing the grade, ground level, or drainage pattern
- ☐ Clearing of trees
- ☐ Erecting a sign or advertising device (other than a basic property/address ID sign)

*If you checked any box above, prior written Board approval is required before you begin. Ordinary landscaping and necessary crossings of access drives, bridges, or paths are exempt (CC&Rs §II(b)).*

### 3. Confirm your project meets the standing requirements

- ☐ Use is residential/recreational.

*Lots are for recreational-residential living, including horses, other livestock, and fruit/agricultural crops, and customary related purposes only (CC&Rs §II).*

- ☐ Minimum size met (new dwellings).

*A permanent dwelling or residence must provide at least 500 sq. ft. of living floor area, exclusive of garages, porches, patio, and accessory structures (CC&Rs §II(a)).*

☐ Setbacks met.

*All above-ground improvements (except landscaping and necessary access crossings) must be set back at least 20 feet from the lot boundary lines shown on the recorded plat (CC&Rs §II(b)).*

☐ Lot size/dimensions unchanged.

*The lot must remain the size and dimension shown on the recorded Survey or Plat Map unless the Board has approved a change (CC&Rs §II(e)).*

☐ Pedestrian/equestrian ways preserved.

*Reserved ways shown on the plat must remain open to pedestrians, animals, and vehicles for reasonable access (CC&Rs §II(d)).*

☐ No business or commercial use.

*Property may not be used for business or commercial activity unless the Declarant has consented in writing, or it is specifically permitted by a Supplemental Declaration (CC&Rs §IV(a)).*

#### **4. What to attach**

---

CC&Rs §II(f) requires plans, specifications, and plot plans to be reviewed in advance of construction. Attach the following:

- ☐ A site (plot) plan that shows property lines, the locations of the house/cabin, garage, driveway, and outbuildings, and setback distances from all lot lines
- ☐ Building plans and specifications for the proposed structure(s), including the square footage of living space
- ☐ A footprint drawing (a two-dimensional drawing showing the perimeter of the structure and its length and width dimensions)
- ☐ An elevation drawing (a scale drawing of the upright part of the structure, including the roofline shape and height)
- ☐ Exterior design details (materials, colors). The Board's review is limited to exterior appearance, not interior layout or design
- ☐ For land-disturbing work: a description of any grading, excavation, filling, drainage changes, or tree/vegetation clearing involved
- ☐ For a temporary residence (mobile home, camper, or other temporary shelter): a written request for Board approval of temporary use

#### **5. How to submit**

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Submit the completed form and required documents using one of the following methods:

- Email it to [sunranchmemberstonasket@gmail.com](mailto:sunranchmemberstonasket@gmail.com).
- Send it by US Mail to **PO Box 407, Tonasket, WA 98855**.
- Deliver it in person at a board meeting or make arrangement to give it to one of the board members (see the <https://www.sunranchtonasket.org> website for contact information).

**Timing:** the Board decides applications at its monthly meeting. A complete application received at least 7 days before a meeting will be decided at that meeting; one received later will be decided at the next meeting.

#### **6. What the Board will consider**

---

Per CC&Rs §V(b), the Board has complete discretion to approve or disapprove your submission, evaluated against these objectives:

- Consistency with the general purposes of the CC&Rs and any applicable Supplemental Declaration
- Safety: the change must not be unsafe or hazardous to any person or property
- Views: minimizing obstruction or diminution of the view of others

- Visual continuity: avoiding a marked or unnecessary transition between improved and unimproved areas, or sharp definition of property boundaries
- Design quality: good, attractive design in harmony with the rustic and natural setting
- Preservation: whether the change preserves and enhances existing natural beauty

*The Board decides each submission by majority vote at a Board meeting and sends the owner a written decision within 7 days after the meeting.*

## **7. After you receive approval**

---

- Keep your written approval on file. The Board reports all approvals/disapprovals in writing to the Association and keeps a permanent record (CC&Rs §VI(b)).
- Build only what was approved. Material changes beyond the approved plans need their own approval.
- Maintain the completed improvement. All property and improvements must be kept in a clean, safe, attractive, and slightly-used condition, in good repair (CC&Rs §IV(c)).

## **8. If you build without approval**

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Unapproved material changes expose the lot owner to enforcement under CC&Rs §XI, which may include a lawsuit or injunction by the Association or another lot owner, an award of costs and reasonable attorneys' fees to the prevailing party, and, for a violation the Association abates or cures itself, a lien against the lot for the costs incurred, bearing interest and enforceable by foreclosure.

*Note: the CC&Rs and Bylaws do not set a specific dollar fine for building without approval. The remedies above (injunction, cost recovery, and lien/foreclosure) are what currently applies. This may change if the Board formally adopts a fine schedule addressing unapproved construction.*

*This form summarizes the Sun Ranch CC&Rs for owners' convenience and is not a substitute for reading the full Declaration. Paragraph headings are for convenience only and do not affect how the restrictions are construed (CC&Rs §XIII(b)). If anything here appears to conflict with the recorded CC&Rs, the recorded document controls.*

## **Board decision (Board use only)**

---

SROA member name: \_\_\_\_\_ Lot number: \_\_\_\_\_

Date complete submission received: \_\_\_\_\_ Board meeting date: \_\_\_\_\_

Board vote: \_\_\_\_\_ in favor \_\_\_\_\_ opposed

☐ Approved      ☐ Approved with conditions      ☐ Denied

Reason for denial or conditions of approval: \_\_\_\_\_

---

## **Signed for the Board:**

President \_\_\_\_\_ Secretary \_\_\_\_\_

# **SUN RANCH OWNERS' ASSOCIATION**

## **Resolution of the Board of Directors — Board Decision Appeals Policy and Procedure**

### **RESOLUTION NO. 2026-10**

Adopted: \_\_\_\_\_, 2026

**WHEREAS**, various Association policies — including the Roadway Gate Installation Policy, the Building & Improvement Review Policy and Procedure, and the Association's covenant enforcement policies — provide for a right to appeal certain Board decisions, and each has separately stated the steps for doing so; and

**WHEREAS**, the Board finds that maintaining a single, consistent appeals procedure, rather than restating the same steps in every policy, will reduce the risk of inconsistent language across policies, simplify future amendments, and make the appeals process easier for members to find and understand; and

**WHEREAS**, the appeal process set forth below is substantively the same process already in use under the Roadway Gate Installation Policy (written notice of appeal to the Secretary, a stay of certain enforcement pending appeal, a hearing before the Board with a right to be heard, and a final and binding decision by majority vote);

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Directors of Sun Ranch Owners' Association hereby adopts the Board Decision Appeals Policy and Procedure, effective as of the date of adoption below; and

**BE IT FURTHER RESOLVED**, that the Roadway Gate Installation Policy and the Building & Improvement Review Policy and Procedure are hereby amended to incorporate the Board Decision Appeals Policy and Procedure by reference in place of their previously separately stated appeal provisions, as reflected in conforming amendments to those policies; and

**BE IT FURTHER RESOLVED**, that any future Association policy providing for appeal of a Board decision shall incorporate the Board Decision Appeals Policy and Procedure by reference unless the Board expressly adopts different appeal terms for that policy; and

**BE IT FURTHER RESOLVED**, that a member-facing How to Appeal a Board Decision checklist and a Notice of Appeal Form are approved for distribution alongside this Policy as reference tools, and do not themselves constitute Board policy; and

**BE IT FURTHER RESOLVED**, that this Resolution and the attached Policy and Procedure may be amended from time to time by subsequent resolution of the Board.

**ADOPTED** by the Board of Directors of Sun Ranch Owners' Association on the date first written above.

\_\_\_\_\_  
President, Sun Ranch Owners' Association — Date: \_\_\_\_\_

\_\_\_\_\_  
Secretary, Sun Ranch Owners' Association (Attest) — Date: \_\_\_\_\_

# **SUN RANCH OWNERS' ASSOCIATION**

## **Board Decision Appeals Policy and Procedure**

Approved by the Board of Directors: \_\_\_\_\_, 2026 (Resolution No. 2026-10)

### **1. Purpose**

This Policy establishes a single, consistent procedure for appealing a Board decision issued under any Association policy that incorporates this Policy by reference. It is intended to give members one predictable appeals process across all Association policies, rather than a separately defined process in each one.

### **2. Scope and Application**

This Policy applies to any Board decision made under a policy that states it is subject to this Policy, including (as of the date of adoption) the Roadway Gate Installation Policy; the Building & Improvement Review Policy and Procedure; the Animals at Large Policy and Procedure; the Maintenance of Lots Policy and Procedure; the General Covenant Violation Enforcement Policy and Procedure; the Temporary Construction Residence Policy and Procedure; and the Shipping Container Storage & Screening Policy and Procedure. Where the policy under which a decision was made states different or additional appeal terms (for example, a different filing deadline, or a different description of what is stayed pending appeal), the terms of that specific policy control over this Policy to the extent of the conflict.

### **3. Timeline to File**

A member may appeal a Board decision by submitting a written Notice of Appeal to the Association Secretary within fourteen (14) calendar days of the date of the decision being appealed. The Association's Notice of Appeal Form is provided for this purpose (for a roadway gate decision, the form provided with the Roadway Gate Installation Policy). A written notice that contains the information required in Section 4 will be accepted even if the form is not used.

### **4. Submission Requirements**

The Notice of Appeal must include: a copy of the decision being appealed; a written statement explaining the basis for the appeal; and any corrected, additional, or supporting documentation relevant to the reasons stated for the decision.

### **5. Stay of Enforcement**

A timely filed appeal stays further enforcement escalation of the decision being appealed (such as recurring fines, lien action, or physical abatement) while the appeal is pending. Unless the specific policy under which the decision was made states otherwise:

- Any fine, fee, or cost already assessed as of the date the appeal is filed remains due and is not stayed;
- The appeal does not authorize the member to begin, continue, or leave in place the activity, structure, or condition that gave rise to the decision; and
- Any requirement that the member cease an activity, or refrain from a particular action, pending a final decision remains in effect.

## **6. Hearing**

The Board will place a timely filed appeal on the agenda of its next meeting. The member will be given an opportunity to present the appeal to the Board, consistent with the time allotted under the Board's standard meeting procedures. The Board shall render a decision by majority vote, which shall be final and binding.

## **7. Outcome**

If the appeal is sustained, the original decision is overturned, subject to any conditions the Board deems appropriate. If the appeal is denied, the original decision is upheld, and the member shall come into compliance with that decision within seven (7) calendar days of the appeal decision — or such other period as is specified in the policy under which the decision was made — after which enforcement of the original decision resumes or commences under the applicable policy.

## **8. Recordkeeping**

The Secretary shall maintain a permanent record of each Notice of Appeal filed, the policy and decision being appealed, the date and outcome of the hearing, and the Board's written decision.

## **9. Relationship to Specific Policies**

This Policy does not itself create a right to appeal; that right, and the decisions to which it applies, are established by the specific policy under which a decision is made. This Policy governs the procedure for exercising that right once granted. Adoption of this Policy does not modify the substantive standards of the CC&Rs, Bylaws, or any specific Association policy.

## **10. Amendment**

This Policy may be amended from time to time by resolution of the Board of Directors. Because other policies incorporate this Policy by reference, an amendment to this Policy will apply to those policies' appeal procedures as well, unless the Board states otherwise in the amending resolution.

# SUN RANCH

## How to Appeal a Board Decision

*Based on the Board Decision Appeals Policy and Procedure*

If the Board has denied or conditionally approved a request, or has confirmed a violation or assessed a fine against your lot, under an Association policy that provides for appeals, you have the right to appeal. This checklist walks you through the process, which is the same across Association policies.

### 1. Before you file

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- ☐ Confirm the decision is appealable.

*This process applies to Board decisions made under a policy that references the Board Decision Appeals Policy and Procedure: gate installation, building approval, animals at large, lot maintenance, covenant violations, temporary construction residences, and shipping containers.*

- ☐ Note the date of the decision.

*Your appeal must be filed within 14 calendar days of that date — mark your calendar as soon as you receive the decision.*

- ☐ Read the stated reasons for denial or conditions.

*You'll need to address these specifically in your appeal.*

### 2. What to file

---

- ☐ A completed Notice of Appeal Form (or a written notice with the same information) addressed to the Association Secretary

- ☐ A copy of the Board's decision you are appealing

- ☐ A written statement explaining the basis for your appeal

- ☐ Any corrected, additional, or supporting documentation addressing the reasons given for the decision

*For example: corrected plans, missing signatures/consents, or evidence a requirement has now been met.*

### 3. Filing deadline

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- ☐ Submit within 14 calendar days of the decision.

*Deliver to the Association Secretary by email to [sunranchmemberstonasket@gmail.com](mailto:sunranchmemberstonasket@gmail.com), by US Mail to PO Box 407, Tonasket, WA 98855, or by hand. Late appeals may not be accepted.*

### 4. What happens while your appeal is pending

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- ☐ Certain enforcement is paused.

*Filing a timely appeal stays further enforcement escalation — such as recurring fines, lien action, or physical abatement — related to the decision.*

- ☐ Some things are NOT paused.

*Any fine or fee already assessed before you filed remains due. Filing an appeal does not authorize you to begin, continue, or leave in place the activity or structure at issue — any requirement to stop or refrain stays in effect until a final decision is made.*

## **5. The hearing**

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- ☐ Your appeal will be placed on the agenda of the Board's next meeting
- ☐ You will be given an opportunity to present your appeal to the Board  
*Consistent with the time allotted under the Board's standard meeting procedures — come prepared to speak concisely to your key points.*
- ☐ The Board decides by majority vote  
*This decision is final and binding — there is no further internal appeal.*

## **6. After the decision**

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- ☐ If your appeal is sustained: the original decision is overturned, subject to any conditions the Board sets.
- ☐ If your appeal is denied: you must come into compliance within 7 calendar days of the appeal decision (or the period stated in the underlying policy), after which enforcement resumes.

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*This checklist summarizes the Board Decision Appeals Policy and Procedure for members' convenience and is not a substitute for reading the full policy. Where the specific policy under which your decision was made states different appeal terms, that policy controls.*

# SUN RANCH

## Notice of Appeal Form

*Based on the Board Decision Appeals Policy and Procedure (Resolution No. 2026-10)*

Use this form to appeal a Board decision made under an Association policy that provides a right to appeal. This form must be delivered to the Association Secretary within 14 calendar days of the date of the decision being appealed: by email to [sunranchmemberstonasket@gmail.com](mailto:sunranchmemberstonasket@gmail.com), by US Mail to PO Box 407, Tonasket, WA 98855, or by hand. For a roadway gate decision, use the Roadway Gate Notice of Appeal Form instead.

### 1. Appellant Information

Name(s): \_\_\_\_\_ Lot #: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

### 2. Decision Being Appealed

Date of Board Decision: \_\_\_\_\_

#### **Policy under which the decision was made:**

- ☐ Building & Improvement Review Policy and Procedure (Building Approval Form decision)
- ☐ Animals at Large Policy and Procedure
- ☐ Maintenance of Lots Policy and Procedure
- ☐ General Covenant Violation Enforcement Policy and Procedure
- ☐ Temporary Construction Residence Policy and Procedure
- ☐ Shipping Container Storage & Screening Policy and Procedure
- ☐ Other Association policy that provides a right to appeal: \_\_\_\_\_

#### **The decision was a:**

- ☐ Denial      ☐ Approval with conditions      ☐ Violation determination or fine      ☐ Other

### 3. Basis for Appeal

*Check all that apply.*

- ☐ I am providing corrected or additional information or documents that address the Board's stated reasons.
- ☐ I have changed the project or corrected the condition to address the Board's stated reasons.
- ☐ I believe the Board misapplied a covenant, Bylaw, or policy. *(cite the section in your statement)*
- ☐ Other (explain in your statement)

### 4. Written Statement

*Explain the basis for your appeal and the outcome you are requesting. Attach additional pages if needed.*

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## 5. Required Attachments

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- ☐ A copy of the Board decision being appealed
- ☐ Any corrected, additional, or supporting documentation relevant to the Board's stated reasons

## 6. What Happens Next

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- A timely appeal pauses further enforcement escalation (such as recurring fines, lien action, or abatement) while the appeal is pending. Fines, fees, or costs already assessed remain due.
- Filing an appeal does not authorize you to begin, continue, or leave in place the activity, structure, or condition that led to the decision.
- The Board will place your appeal on the agenda of its next meeting, where you may present it. The Board decides by majority vote, and that decision is final and binding.
- If the appeal is denied, you must comply with the original decision within 7 calendar days, unless the policy under which the decision was made sets a different period.

## 7. Appellant Certification

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I certify that the information provided above and attached is true and accurate to the best of my knowledge.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## 8. For Board Use Only

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Date Received: \_\_\_\_\_ Received By: \_\_\_\_\_

**Received within 14 calendar days of the decision:** ☐ Yes ☐ No

Hearing Date: \_\_\_\_\_ Board Vote: \_\_\_\_\_ in favor \_\_\_\_\_ opposed

☐ Appeal sustained ☐ Sustained with conditions ☐ Appeal denied

Conditions or reasons: \_\_\_\_\_

Compliance deadline (if denied): \_\_\_\_\_

President: \_\_\_\_\_ Secretary: \_\_\_\_\_

# **SUN RANCH OWNERS' ASSOCIATION**

## **Resolution of the Board of Directors — Road Maintenance Policy and Procedure**

### **RESOLUTION NO. 2026-11**

Adopted: \_\_\_\_\_, 2026

**WHEREAS**, Bylaws Article II, Section 2(f) empowers the Association “to maintain, rebuild, repair, beautify and otherwise care for all streets within the Subdivision not subject to maintenance by governmental authority,” and Section 2(p) empowers the Association to contract and pay for maintenance services; and

**WHEREAS**, the Association's unpaved (native gravel) roads require ongoing maintenance — including grading, gravel resurfacing, drainage and ditch maintenance, culvert care, pothole repair, and emergency storm repair — and the Board finds it necessary to adopt a written policy establishing how that maintenance is inspected for, contracted, authorized, and paid for; and

**WHEREAS**, this Policy is intended to work alongside the Association's Purchasing and Competitive Bid Policy (Resolution No. 2026-05) and Bid Solicitation Policy and Procedure (Resolution No. 2026-06); where this Policy sets a more specific requirement for road maintenance services, this Policy's terms control for road maintenance contracts; and

**WHEREAS**, this Policy ties authorization of individual road maintenance work orders to the single- and dual-signature disbursement thresholds already established in the Financial Oversight Policy and Procedure (Resolution No. 2026-07); and

**WHEREAS**, the Board has formed a Roads/Easements Committee to assist with inspection of the Association's road network and to bring recommendations to the Board, and the Board wishes to make clear that the Committee's role is advisory — authority to commit Association funds for road maintenance work remains with the Board's authorized officers;

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Directors of Sun Ranch Owners' Association hereby adopts the Road Maintenance Policy and Procedure attached hereto as Exhibit A, effective as of the date of adoption below; and

**BE IT FURTHER RESOLVED**, that this Resolution and the attached Policy and Procedure may be amended from time to time by subsequent resolution of the Board.

**ADOPTED** by the Board of Directors of Sun Ranch Owners' Association on the date first written above.

\_\_\_\_\_  
President, Sun Ranch Owners' Association — Date: \_\_\_\_\_

\_\_\_\_\_  
Secretary, Sun Ranch Owners' Association (Attest) — Date: \_\_\_\_\_

# **SUN RANCH OWNERS' ASSOCIATION**

## **Road Maintenance Policy and Procedure**

Approved by the Board of Directors: \_\_\_\_\_, 2026 (Resolution No. 2026-11)

### **1. Purpose and Authority**

This Policy establishes how the Association's unpaved (native gravel) roads are inspected, how maintenance work is contracted and priced, how individual work orders are authorized, and how emergency storm repair is handled, pursuant to the Association's authority under Bylaws Article II, Section 2(f) and 2(p).

### **2. Scope of Service**

This Policy covers all unpaved (native gravel) roads within the Sun Ranch Subdivision maintained by the Association — the entire Association road network, not limited to any single plat or area. Maintenance activities within scope include, without limitation, grading, gravel resurfacing, ditch and drainage maintenance, culvert care, pothole repair, and emergency storm repair.

Personal driveways are excluded from this Policy. An owner who wants their driveway maintained is responsible for arranging and paying for that work independently, with a contractor of the owner's own choosing. The Association has no role, obligation, cost responsibility, or liability with respect to any such private arrangement.

### **3. Roads/Easements Committee — Inspection and Recommendation**

The Roads/Easements Committee shall conduct periodic visual inspections of the Association's road network — at minimum each spring and fall, and following any major storm event — and shall document observed conditions and recommended work.

The Committee shall submit its inspection findings and recommendations to the Board (or to a designated authorizing officer under Section 5) for action. The Committee's role under this Policy is advisory only. The Committee has no authority to authorize, approve, or commit Association funds for road maintenance work; that authority rests exclusively with the Board's authorized officers as set out in Section 5.

### **4. Contracting and Pricing**

Road maintenance services shall be bid and contracted in accordance with the Purchasing and Competitive Bid Policy and the Bid Solicitation Policy and Procedure. Because road maintenance needs vary by season and condition rather than following a fixed schedule, the Association shall contract on a per-unit pricing basis (e.g., per mile, per ton, per hour), using the Road Maintenance Request for Bid, rather than a fixed scope of work.

As part of its bid, each bidder shall be asked to propose its own recommended maintenance frequency and plan for the Association's road network, given the Board's reliance on contractor and Committee expertise in this area. The Board's evaluation and selection of a contractor shall otherwise follow the best-value standard set out in the Bid Solicitation Policy and Procedure.

### **5. Work Order Authorization**

Once a contractor is under an awarded per-unit contract, individual road maintenance work orders may be authorized without a separate competitive bid for each work order, subject to the following:

Only an authorized Board officer may authorize a road maintenance work order and commit Association funds under this Section. The Roads/Easements Committee may recommend work under Section 3, but may not authorize or commit funds for it.

Work orders of \$1,000 or less may be authorized by a single designated Board officer, consistent with the Financial Oversight Policy's single-signature disbursement threshold (Resolution No. 2026-07).

Work orders exceeding \$1,000 require the authorization of two (2) Board officers, consistent with that same Policy. The Treasurer shall not be the sole authorizing officer for any work order, regardless of amount.

A single project or scope of work may not be divided into multiple smaller work orders for the purpose of avoiding the dual-authorization requirement of this Section.

## **6. Emergency Storm Repair**

Where storm damage, a washout, a blocked access road, or another condition poses an immediate safety hazard or blocks access, a designated Board officer may authorize emergency repair work up to \$1,000 without prior full Board vote, consistent with the single-signature threshold in Section 5 and the emergency exception recognized in the Purchasing and Competitive Bid Policy.

An emergency repair reasonably expected to exceed \$1,000 requires the authorization of two (2) Board officers as provided in Section 5, obtained as promptly as the emergency allows; if obtaining a second officer's authorization in advance is not practicable given the immediacy of the hazard, the officer who authorized the work shall obtain the second officer's ratification as soon as possible thereafter and shall report the action to the full Board at its next meeting.

All emergency authorizations under this Section, whether above or below \$1,000, shall be reported to the full Board at its next regular meeting, including the condition addressed, the work authorized, the authorizing officer(s), and the cost.

## **7. Budget and Payment**

Payment of road maintenance invoices is subject to the Association's Purchasing and Competitive Bid Policy and Financial Oversight Policy, including the applicable single- and dual-signature disbursement thresholds described in Section 5. As required by the Financial Oversight Policy, supporting documentation for each work order shall include an itemized basis for the charge (e.g., quantity/load or hours worked and the applicable rate).

## **8. Recordkeeping**

The Board shall maintain a Road Maintenance Log recording: the Roads/Easements Committee's inspection findings and recommendations under Section 3; each work order issued under Section 5, including the date, authorizing officer(s), scope, and cost; each emergency authorization under Section 6; and the contractor invoices and supporting documentation for each.

## **9. Amendment**

This Policy may be amended from time to time by resolution of the Board of Directors.

# SUN RANCH

*Request for Bid: Road Maintenance Services*

*Bids Due:*

Sun Ranch Owners' Association (SROA) is soliciting bids for ongoing maintenance of its unpaved (native gravel) roads, including but not limited to grading, gravel resurfacing, and drainage maintenance. Please review this Request for Bid (RFB) carefully and submit your bid using the form on the last pages by the deadline above.

## **1. Site Conditions**

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All roads within the scope of this RFB are native surface, unpaved gravel roads. SROA is not requesting paving, chip seal, or other paved-surface work under this RFB. Bidders are strongly encouraged to walk or drive the roads before submitting a bid; contact the person listed in Section 7 to arrange a site visit.

## **2. Scope of Work — Roads Covered**

---

This RFB covers the following common roads within the Sun Ranch Subdivision:

- Shower House access road
- Cape LaBelle
- Upper Lyman
- Lower Lyman
- [Add any additional named common roads and approximate mileage here]

Personal driveways are NOT included in the scope of this RFB. As with the Association's other contracted services, driveway maintenance is each owner's own responsibility.

## **3. Service Categories Requested**

---

SROA is requesting bid pricing for the following service categories, which bidders should price individually using the table in the Bid Form (Section 5 of that form). Not every category needs to be used in a given year — SROA will call on services as needed against the awarded contract's unit pricing.

- Grading / Blading — reshaping the road crown and driving surface, removing washboarding, ruts, and potholes.
- Gravel Material — supply and spreading of crushed rock/gravel to restore worn or thin sections of road.
- Ditch & Drainage Maintenance — clearing and reshaping roadside ditches to maintain proper drainage and prevent washout.
- Culvert Cleaning / Clearing — keeping culverts free of debris and sediment so water can pass under the road as designed.
- Pothole / Washboard Spot Repair — smaller, as-needed repairs between full gradings.
- Dust Control (optional) — application of a dust suppressant (e.g., magnesium chloride or water), if the bidder offers this service.
- Emergency / Storm Damage Repair — response to washouts or other road damage following a significant storm event.

#### **4. Recommended Maintenance Plan**

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Because SROA does not have an in-house road maintenance professional, bidders are asked to include, as part of their bid, a brief recommended maintenance plan based on their own inspection and experience with similar gravel roads — for example, how often grading is typically needed in this climate/traffic setting, whether an annual gravel resurfacing budget is advisable, and any drainage concerns the bidder notices. This recommendation is a factor in SROA's evaluation and is not a binding commitment by either party.

#### **5. Contract Term & Bid Validity**

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The awarded contract will cover a one-year term: [insert start date] through [insert end date], with the option for SROA to renew for additional one-year terms by mutual written agreement. Bids submitted in response to this RFB must remain valid and open for acceptance for at least sixty (60) days from the submission deadline above.

#### **6. Bid Requirements**

---

Your bid submission must include:

- Completed bid form (attached), including per-unit pricing for each service category you are able to provide
- Proof of current general liability insurance (certificate of insurance) and bonding, if applicable
- A description of equipment available for this contract (grader, dump truck(s), roller, water truck, etc.)
- A brief description of your experience maintaining unpaved/gravel roads, including any comparable HOA, rural, or municipal road contracts
- At least two (2) references from comparable gravel road maintenance work
- Your recommended maintenance plan (see Section 4)

#### **7. Selection Criteria**

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SROA will award this contract on a best-value basis, consistent with the Association's Bid Solicitation Policy and Procedure. The Board will weigh pricing together with equipment adequacy, gravel-road experience, insurance/bonding, references, and the quality and reasonableness of the bidder's recommended maintenance plan. The lowest bid is not automatically selected.

#### **8. Submission Instructions**

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Submit your completed bid form and required attachments no later than [insert deadline], by one of the following methods:

- Email to: [sunranchmemberstonasket@gmail.com](mailto:sunranchmemberstonasket@gmail.com)
- Mail to: Sun Ranch Owners' Association PO Box 407 Tonasket, WA 98855

To arrange a site visit or ask questions about this RFB, contact via the email address above. SROA anticipates notifying the awarded bidder by [insert target award date].

**ROAD MAINTENANCE SERVICES — BID FORM**  
**Sun Ranch Owners' Association**

**1. Bidder / Company Information**

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Years in Business: \_\_\_\_\_

Years of Gravel/Unpaved Road Maintenance Experience: \_\_\_\_\_

**2. Insurance & Bonding**

☐ Certificate of general liability insurance attached

☐ Bonded (if applicable) — attach proof

Insurance Carrier: \_\_\_\_\_

Policy Liability Limit: \_\_\_\_\_

**3. Equipment**

List equipment available for this contract (e.g., motor grader, dump truck(s), water truck, roller/compactor, excavator):

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**4. References (minimum 2, gravel/unpaved road work preferred)**

Reference 1 — Name/Organization: \_\_\_\_\_

Phone: \_\_\_\_\_

Reference 2 — Name/Organization: \_\_\_\_\_

Phone: \_\_\_\_\_

### 5. Pricing — Complete all categories you are able to provide

| Grading / Blading                    | Per mile, per pass                             | \$ |
|--------------------------------------|------------------------------------------------|----|
| Gravel Material (delivered & spread) | Per ton (or per cubic yard — specify)          | \$ |
| Ditch & Drainage Maintenance         | Per hour                                       | \$ |
| Culvert Cleaning / Clearing          | Per culvert or per hour — specify              | \$ |
| Pothole / Washboard Spot Repair      | Per hour or per callout — specify              | \$ |
| Dust Control (if offered)            | Per mile, per application                      | \$ |
| Emergency / Storm Damage Repair      | Per hour, plus trip/mobilization charge if any | \$ |

*If any pricing depends on assumptions (minimum callout charge, travel distance, material sourcing, etc.), please describe below or attach a separate page:*

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### 6. Recommended Maintenance Plan

Based on your inspection/experience, describe your recommended grading frequency, gravel resurfacing cycle, and any drainage concerns you'd flag for these roads:

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### 7. Bid Validity

By signing below, the bidder confirms this bid remains valid and open for acceptance by Sun Ranch Owners' Association for at least sixty (60) days from the submission deadline.

### 8. Authorized Signature

Signature: \_\_\_\_\_

Printed Name / Title: \_\_\_\_\_

Date: \_\_\_\_\_

---

*Submit this completed form with all required attachments per the Submission Instructions on page 2.*

# **SUN RANCH OWNERS' ASSOCIATION**

## **Resolution of the Board of Directors — Animals at Large Policy and Procedure**

### **RESOLUTION NO. 2026-13**

Adopted: \_\_\_\_\_, 2026

**WHEREAS**, Bylaws Article VI, Section 1(b) authorizes the Board of Directors to conduct, manage, and control the affairs of the Association and to make such rules and regulations as it deems best, not inconsistent with law, the articles of incorporation, or the Bylaws; and

**WHEREAS**, a previous Board of Directors approved an Animals at Large policy on October 15, 2019, requiring members maintaining animals, including horses and other livestock, to contain them in a fenced area on their own lot, and establishing a notice and escalating-fee procedure for animals found at large; and

**WHEREAS**, that 2019 policy has been enforced by the Association and is cross-referenced in the Association's Fee and Fine Schedule, but was never assigned a Board Resolution number or incorporated into the Association's numbered resolution and policy record; and

**WHEREAS**, the 2019 policy does not define the animals it covers and, as written, would require dogs to be fenced, and the Board wishes to define livestock and set separate standards for dogs and poultry; and

**WHEREAS**, the Board wishes to formally re-adopt that policy under this Resolution, with the amendments described above, so that it is properly numbered, cross-referenced, and available to the membership alongside the Association's other adopted policies; and

**WHEREAS**, the Board has adopted a Board Decision Appeals Policy and Procedure (Resolution No. 2026-10) establishing a single, consistent appeals process for Board decisions across Association policies, and finds it appropriate for appeals under this Policy to follow that same process;

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Directors of Sun Ranch Owners' Association hereby formally adopts the Animals at Large Policy and Procedure attached hereto, continuing the policy approved by the Board on October 15, 2019, as amended to define livestock and to set separate standards for dogs and poultry, effective as of the date of adoption below; and

**BE IT FURTHER RESOLVED**, that the fees set forth in the attached Policy remain as previously established, except that fees for poultry are assessed per flock, and are cross-referenced in the Association's Fee and Fine Schedule; and

**BE IT FURTHER RESOLVED**, that appeals of determinations made under this Policy shall follow the Board Decision Appeals Policy and Procedure (Resolution No. 2026-10); and

**BE IT FURTHER RESOLVED**, that this Resolution and the attached Policy and Procedure may be amended from time to time by subsequent resolution of the Board.

**ADOPTED** by the Board of Directors of Sun Ranch Owners' Association on the date first written above.

\_\_\_\_\_  
President, Sun Ranch Owners' Association — Date: \_\_\_\_\_

\_\_\_\_\_  
Secretary, Sun Ranch Owners' Association (Attest) — Date: \_\_\_\_\_

# **SUN RANCH OWNERS' ASSOCIATION**

## **Animals at Large Policy and Procedure**

Approved by the Board of Directors: \_\_\_\_\_, 2026 (Resolution No. 2026-13)

This Policy governs livestock, poultry, and dogs kept by owners or residents within Sun Ranch Owners' Association (the "Association"). It continues the policy originally approved by the Board of Directors on October 15, 2019, as amended to define the animals it covers and to set separate standards for dogs and poultry.

### **1. Containment and Enforcement**

**Definitions.** "Livestock" means horses, cattle, mules, donkeys, llamas, alpacas, goats, sheep, pigs, and similar farm animals. "Poultry" means chickens, ducks, geese, turkeys, and similar birds. This Policy does not apply to cats or other small household pets. An animal "at large," as described below, is considered a nuisance under this Policy.

**Livestock.** Any owner or resident maintaining livestock must contain it within a fenced area on the owner's own lot at all times. Livestock found outside a fenced area on its owner's lot, and not under direct physical control (such as being led, ridden, or actively handled), is "at large."

**Dogs.** A dog is not required to be fenced or leashed, but must be under its owner's control at all times and must remain on its owner's lot unless it is accompanied by, and under the control of, its owner or another responsible person. A dog is "at large" when it is off its owner's lot unaccompanied or not under control, or when it chases or harasses livestock or wildlife or threatens a person.

**Poultry.** Poultry is not required to be fenced and may range freely on its owner's lot. Poultry is "at large" when it leaves its owner's lot.

Upon a Board determination or credible member report that an animal is at large, the Association will notify the owner in person, in writing, or by phone at the owner's recorded residence. The owner has 24 hours from notification to retrieve the animal and, for livestock, re-fence it.

- Failure to contain or control the animal within 24 hours of notification: \$10.00 per animal, per day, assessed and due immediately.
- Continued noncompliance after 30 days: \$20.00 per animal, per day.
- Nonpayment after 60 days: all charges become delinquent and are collectible, together with collection costs and attorneys' fees, as an obligation running with the land.
- A sale or transfer of the lot does not affect any lien recorded for charges assessed under this Policy.

For poultry, the per-animal fees above are assessed per flock, not per bird. These amounts are set forth in, and may be revised from time to time through, the Association's Fee and Fine Schedule.

### **2. Appeals**

An owner may appeal a determination made under this Policy by following the Board Decision Appeals Policy and Procedure.

### **3. Adoption and Amendment**

This Policy was originally approved by the Board of Directors on October 15, 2019, and is formally adopted, as amended to define livestock and to set separate standards for dogs and poultry, by Board Resolution No. 2026-13. It may be amended from time to time by vote of the Board.

# **SUN RANCH OWNERS' ASSOCIATION**

## **Resolution of the Board of Directors — Maintenance of Lots Policy and Procedure**

### **RESOLUTION NO. 2026-14**

Adopted: \_\_\_\_\_, 2026

**WHEREAS**, CCR Section IV(c) requires that property within the Subdivision be kept and maintained “in a clean, safe, attractive and slightly used condition and in good repair”; and

**WHEREAS**, Bylaws Article VI, Section 1(b) authorizes the Board of Directors to conduct, manage, and control the affairs of the Association and to make such rules and regulations as it deems best, not inconsistent with law, the articles of incorporation, or the Bylaws; and

**WHEREAS**, a previous Board of Directors approved a Maintenance of Lots policy on January 9, 2021, establishing a notice-and-cure procedure, and escalating fees, for lots found not to meet the standard in CCR Section IV(c); and

**WHEREAS**, that 2021 policy has been enforced by the Association and is cross-referenced in the Association's Fee and Fine Schedule, but was never assigned a Board Resolution number or incorporated into the Association's numbered resolution and policy record; and

**WHEREAS**, the Board wishes to formally ratify and re-adopt that policy under this Resolution, without substantive change to its terms, so that it is properly numbered, cross-referenced, and available to the membership alongside the Association's other adopted policies; and

**WHEREAS**, the Board has adopted a Board Decision Appeals Policy and Procedure (Resolution No. 2026-10) establishing a single, consistent appeals process for Board decisions across Association policies, and finds it appropriate for appeals under this Policy to follow that same process;

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Directors of Sun Ranch Owners' Association hereby formally adopts the Maintenance of Lots Policy and Procedure attached hereto, ratifying and continuing without substantive change the policy approved by the Board on January 9, 2021, effective as of the date of adoption below; and

**BE IT FURTHER RESOLVED**, that the fees set forth in the attached Policy remain as previously established and are cross-referenced in the Association's Fee and Fine Schedule; and

**BE IT FURTHER RESOLVED**, that appeals of determinations made under this Policy shall follow the Board Decision Appeals Policy and Procedure (Resolution No. 2026-10); and

**BE IT FURTHER RESOLVED**, that this Resolution and the attached Policy and Procedure may be amended from time to time by subsequent resolution of the Board.

**ADOPTED** by the Board of Directors of Sun Ranch Owners' Association on the date first written above.

\_\_\_\_\_  
President, Sun Ranch Owners' Association — Date: \_\_\_\_\_

\_\_\_\_\_  
Secretary, Sun Ranch Owners' Association (Attest) — Date: \_\_\_\_\_

# **SUN RANCH OWNERS' ASSOCIATION**

## **Maintenance of Lots Policy and Procedure**

Approved by the Board of Directors: \_\_\_\_\_, 2026 (Resolution No. 2026-14)

This Policy implements CCR Section IV(c), which requires that property within the Subdivision be kept and maintained “in a clean, safe, attractive and slightly used condition and in good repair,” and formalizes, without substantive change, the policy originally approved by the Board of Directors on January 9, 2021. Obligations under this Policy include, but are not limited to, removing garbage, derelict vehicles, and downed and/or diseased trees, and keeping grass low and tree limbs cut well above the ground for fire safety.

### **1. Notice**

Upon a Board determination or member complaint that a lot is not clean, safe, or attractive under CCR Section IV(c), the Association will notify the owner in person, in writing, or by phone at the owner's recorded residence.

### **2. Owner Response**

The owner has one week from notification to report a cleanup plan to the Board. Cleanup must begin immediately.

### **3. Fees and Enforcement**

- Failure to begin cleanup within 2 weeks of the initial notification: \$25.00 per week, assessed and due immediately.
- Continued noncompliance after 30 days: \$50.00 per day.
- Nonpayment after 60 days: all charges become delinquent and are collectible, together with collection costs and attorneys' fees, as an obligation running with the land.
- A sale or transfer of the lot does not affect any lien recorded for charges assessed under this Policy.

These amounts are set forth in, and may be revised from time to time through, the Association's Fee and Fine Schedule.

### **4. Appeals**

An owner may appeal a determination made under this Policy by following the Board Decision Appeals Policy and Procedure.

### **5. Adoption and Amendment**

This Policy was originally approved by the Board of Directors on January 9, 2021, and is formally adopted, without substantive change, by Board Resolution No. 2026-14. It may be amended from time to time by vote of the Board.

# **SUN RANCH OWNERS' ASSOCIATION**

## **Resolution of the Board of Directors — Late Payment Fee and Monthly Escalation Fee**

### **RESOLUTION NO. 2026-15**

Adopted: \_\_\_\_\_, 2026

**WHEREAS**, the Association is a nonprofit corporation organized under the laws of the State of Washington, governed by its 1997 Bylaws and by the 1970 Restatement of Declaration of Covenants, Conditions, and Restrictions (the “CCRs”) applicable to the Sun Ranch subdivision, Okanogan County, Washington;

**WHEREAS**, Bylaws Article VIII, Section 3 establishes June 15 as the date on which the annual assessment becomes due and payable, and Section 3a directs the Treasurer to refer to the Board for lien action any assessment that remains unpaid as of October 15;

**WHEREAS**, the Board has observed that members have, in practice, treated the October 15 lien-referral date as the effective deadline for payment of the annual assessment, rather than the actual June 15 due date, resulting in a pattern of late payment that this Resolution is intended to correct;

**WHEREAS**, RCW 64.38.100(1)(b)(ii)(C) limits the collection costs, including any late fee, that the Association may charge during the period beginning when the annual assessment becomes past due and ending fifteen (15) days after the Association mails the statutory Notice of Delinquency required by RCW 64.38.100(1)(a)(iii), and further limits any such late fee during that period to no more than \$50.00 or 5% of the unpaid assessment, whichever is less — which, at the Association's current annual assessment of \$137.00, limits any fee charged during that period to \$6.85;

**WHEREAS**, the Board has determined that a Late Payment Fee and Monthly Escalation Fee triggered on and after July 2, and in no event before the statutory notice period described above has closed for the lot in question, are consistent with RCW 64.38.100(1)(b)(ii)(C), and has designed the fee structure below accordingly;

**WHEREAS**, Bylaws Article VI, Section 1(b) authorizes the Board of Directors to conduct, manage, and control the affairs of the Association and to make such rules and regulations as it deems best, not inconsistent with law, the articles of incorporation, or the Bylaws, and Bylaws Article VIII, Section 4 and CCR Section VII(d) authorize the Association to charge interest, collection costs, and fees on delinquent accounts as a lien against the property;

**WHEREAS**, the Board has separately adopted a Dues Collection Policy and Procedure and a Fee and Fine Schedule, and wishes to incorporate the fees established by this Resolution into both documents by reference;

**WHEREAS**, the Board wishes to give the membership advance notice of this change before it takes effect;

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Directors of Sun Ranch Owners' Association hereby resolves as follows:

**1. Purpose.** This Resolution establishes a Late Payment Fee and a Monthly Escalation Fee to encourage payment of the annual assessment at or near its actual June 15 due date, rather than at the October 15 lien-referral date.

**2. Late Payment Fee.** Effective beginning with the 2027 assessment year, a Late Payment Fee of \$30.00 is assessed against any lot for which the annual assessment remains unpaid as of the later of July

2 or the sixteenth (16th) day after the statutory Notice of Delinquency for that lot is mailed. A lot whose notice is mailed by June 16 is assessed the fee on July 2; a lot whose notice is mailed later is assessed the fee on the sixteenth day after mailing.

**3. Monthly Escalation Fee.** Effective beginning with the 2027 assessment year, a Monthly Escalation Fee of \$25.00 is assessed against any lot for which the annual assessment remains unpaid as of August 2, September 2, and October 2, respectively, for each such date on which a balance remains outstanding.

**4. Maximum Combined Fee.** The Late Payment Fee and Monthly Escalation Fee established by this Resolution shall not together exceed \$105.00 per lot per assessment year.

**5. Relationship to Statutory Notice Period.** Nothing in this Resolution authorizes any fee, charge, or cost during the period in which RCW 64.38.100(1)(b)(ii)(C) limits collection costs following the statutory Notice of Delinquency described in RCW 64.38.100(1)(a)(iii). The fees established by this Resolution apply only from and after that statutory period has closed, and are in addition to the administrative fee and the printing and mailing cost described in the Dues Collection Policy and Procedure, Section III.A. The Late Payment Fee replaces the capped late fee described in that Section; the Association will not charge both late fees on the same delinquency.

**6. Enforcement.** Consistent with existing Board policy, any lot for which the annual assessment remains unpaid as of October 15 shall be referred by the Treasurer for collection by lien recording or through a licensed third-party collections agency and/or Small Claims Court, as the Board determines appropriate for the account and as set out in the Dues Collection Policy and Procedure. This referral is standing Association policy and is not discretionary, though the Board's choice between a collections agency and Small Claims Court for a given account is discretionary.

**7. Effective Date and Notice.** This Resolution is effective beginning with the 2027 assessment year. The Secretary shall provide written notice of this change to the membership in advance of the 2027 assessment cycle.

**8. Amendment of Related Documents.** The Dues Collection Policy and Procedure (Section III.A-1) and the Fee and Fine Schedule (Exhibit A, Section 1) are hereby amended to incorporate the fees established by this Resolution.

**9. Severability.** If any provision of this Resolution is later determined to be unenforceable or inconsistent with the Bylaws, the CCRs, or RCW 64.38, the remaining provisions shall continue in full force and effect.

**ADOPTED** by the Board of Directors of Sun Ranch Owners' Association on the date first written above.

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President, Sun Ranch Owners' Association — Date: \_\_\_\_\_

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Secretary, Sun Ranch Owners' Association (Attest) — Date: \_\_\_\_\_

**SUN RANCH OWNERS' ASSOCIATION**  
**Resolution of the Board of Directors — General Covenant Violation Enforcement Policy**  
**RESOLUTION NO. 2026-16**

Adopted: \_\_\_\_\_, 2026

**WHEREAS**, the Association is a nonprofit corporation organized under the laws of the State of Washington, governed by its 1997 Bylaws and by the 1970 Restatement of Declaration of Covenants, Conditions, and Restrictions (the “CCRs”) applicable to the Sun Ranch subdivision, Okanogan County, Washington;

**WHEREAS**, the Board has adopted a Fee and Fine Schedule (Exhibit A to Resolution No. 2026-18) whose Section 6 lists proposed fine amounts for unapproved exterior/structural changes (CCR §V), setback violations (CCR §II(b)), unauthorized signage (CCR §IV(f)), noxious/unsightly/offensive activity (CCR §IV(d)), and unapproved business or commercial use (CCR §IV(a)), and states that those amounts are a starting proposal pending adoption of an implementing policy by Board resolution;

**WHEREAS**, the Board's other enforcement fee categories — Shipping Container Enforcement, Maintenance of Lots Enforcement, and Animals at Large Enforcement — are each implemented by a dedicated Board-approved policy describing notice, cure period, and hearing procedure, and the Board wishes to fill the same procedural gap for the violation categories in Fee and Fine Schedule Section 6;

**WHEREAS**, Bylaws Article VI, Section 1(b) authorizes the Board of Directors to conduct, manage, and control the affairs of the Association and to make such rules and regulations as it deems best, not inconsistent with law, the articles of incorporation, or the Bylaws, and CCR Section XI authorizes the Association to enforce the covenants, conditions, and restrictions through injunction and cost-recovery liens;

**WHEREAS**, the Board has reviewed and wishes to adopt the General Covenant Violation Enforcement Policy and Procedure, attached hereto as Exhibit A, establishing a consistent notice-cure-hearing-fine process for the violation categories described above;

**WHEREAS**, the Board wishes to give the membership advance notice of this Policy before it is enforced;

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Directors of Sun Ranch Owners' Association hereby resolves as follows:

**1. Adoption.** The General Covenant Violation Enforcement Policy and Procedure, attached as Exhibit A, is hereby adopted and shall govern the notice, cure period, right to be heard, and fine amounts for the violation categories described in Fee and Fine Schedule, Section 6.

**2. Fine Amounts Confirmed.** The fine amounts set out in Exhibit A, Section IV are hereby confirmed as the amounts referenced in Fee and Fine Schedule, Section 6, and supersede the illustrative figures previously described there as a “starting proposal.”

**3. Effective Date and Notice.** This Resolution and the attached Policy are effective beginning 30 days after the Secretary provides written notice of adoption to the membership, to ensure owners have advance notice before enforcement begins.

**4. Amendment of Related Documents.** The Fee and Fine Schedule, Section 6 is hereby amended to reference this Resolution and the attached Policy as its implementing authority, in the same manner as Sections 3, 4, and 5 reference their respective policies.

**5. Appeals.** Appeals of Board determinations made under the attached Policy shall follow the Board Decision Appeals Policy and Procedure (Resolution No. 2026-10).

**6. Severability.** If any provision of this Resolution or the attached Policy is later determined to be unenforceable or inconsistent with the Bylaws or CCRs, the remaining provisions shall continue in full force and effect.

**ADOPTED** by the Board of Directors of Sun Ranch Owners' Association on the date first written above.

\_\_\_\_\_  
President, Sun Ranch Owners' Association — Date: \_\_\_\_\_

\_\_\_\_\_  
Secretary, Sun Ranch Owners' Association (Attest) — Date: \_\_\_\_\_

*EXHIBIT A — General Covenant Violation Enforcement Policy and Procedure is attached and incorporated herein by reference.*

# SUN RANCH OWNERS' ASSOCIATION

## General Covenant Violation Enforcement Policy and Procedure

Approved by the Board of Directors: \_\_\_\_\_, 2026 (Resolution No. 2026-16)

### I. Purpose

This Policy establishes a single, consistent enforcement procedure — notice, cure period, right to be heard, and fine — for the covenant violations described in Section IV below, so that owners are held to the same standard and the Board has a documented, defensible process. This Policy fills the procedural gap identified in the Fee and Fine Schedule, Section 6 (Proposed Violation Fine Schedule), which lists proposed fine amounts but does not itself establish the process for imposing them.

### II. Authority

- CCR Section II(a): requires lots to be improved with a permanent dwelling of at least 500 square feet.
- CCR Section II(c): permits a mobile house trailer, camper, or other temporary shelter as a temporary residence, subject to Board approval, as further governed by the Temporary Construction Residence Policy and Procedure (Resolution No. 2026-17).
- CCR Section V (Required Approval of All Changes to Property Within the Unit or Subdivision): governs unapproved exterior/structural changes and requires prior written Board approval for material changes to a lot.
- CCR Section II(b): sets the 20-foot setback requirement for above-ground improvements.
- CCR Section IV(a): restricts business or commercial activity absent Board or Declarant approval.
- CCR Section IV(d): prohibits noxious, unsightly, or offensive activity.
- CCR Section IV(f): restricts signs and advertising devices absent prior Board approval.
- CCR Section XI: authorizes the Association to enforce covenants through injunction, cost-recovery liens, and, in appropriate cases, punitive damages awarded by a court; and authorizes cost recovery when the Board cures a violation after an owner fails to act.
- Bylaws Article VI, Section 1(b): authorizes the Board to conduct, manage, and control the affairs of the Association and to make such rules and regulations as it deems best, not inconsistent with law, the articles of incorporation, or the Bylaws — the basis for the administrative fines in Section IV below, which go beyond the cost-recovery and injunctive remedies CCR Section XI provides directly.

### III. General Enforcement Process

Reports of violations. A member may report a suspected violation using the Association's Covenant Violation Complaint Form. The Board, or a committee it designates, reviews each report and determines whether a violation is confirmed before any notice is sent to the owner.

Unless a specific category in Section IV below states otherwise, the Board follows this sequence for every violation covered by this Policy:

- **1. Notice.** The Board notifies the owner of the violation in writing, describing the violation and citing the specific covenant section, sent to the owner's address of record (and by email if on file).
- **2. Cure Period.** The owner has the cure period specified for that violation category in Section IV to correct the violation or, for approval-based violations, to submit a request for after-the-fact Board approval.
- **3. Right to Be Heard.** Before any fine is imposed, the owner may request to be heard by the Board. A request for a hearing does not toll the cure period unless the Board agrees otherwise in writing.

- **4. Fine.** If the violation is not cured (or approval is not obtained) within the cure period, the fine for that occurrence is assessed under Section IV and added to the owner's account.
- **5. Continued Violation.** If the violation continues uncured, the Board may treat each successive Board meeting at which the violation remains uncured as a new occurrence for fine-escalation purposes, or may pursue abatement under Section V below, at the Board's discretion.
- **6. Collection.** Fines are collectible in the same manner as annual assessments — as a personal debt of the owner and a lien against the lot, including interest, collection costs, and attorneys' fees, per CCR Section XI and Bylaws Article VIII.

Occurrences are counted per violation type, per lot, and reset if the lot has had no violation of that type for 24 consecutive months.

## IV. Violation Categories and Fine Schedule

### A. Unapproved Exterior or Structural Change (CCR §V)

Cure period: 30 days from written notice to either restore the property to its prior condition or submit the change for Board approval.

| Occurrence                                     | Action                                                  | Fine                                                        | Notes                                                                     |
|------------------------------------------------|---------------------------------------------------------|-------------------------------------------------------------|---------------------------------------------------------------------------|
| 1st occurrence                                 | Written warning; 30-day cure period begins              | No fine                                                     | Board may approve the change retroactively if it meets CCR §V(b) criteria |
| 2nd occurrence (same lot, same violation type) | Fine assessed if not cured or approved                  | \$150.00                                                    |                                                                           |
| 3rd and subsequent occurrences                 | Fine assessed; Board may enter and cure at owner's cost | \$300.00 + cost of Board-arranged cure, billed and lienable | CCR §XI(c)                                                                |

### B. Setback Violation (CCR §II(b))

Cure period: 30 days from written notice to remedy the encroachment (relocate, remove, or obtain a Board-approved size/dimension change under CCR §II(e)).

| Occurrence                     | Action                                            | Fine                        | Notes      |
|--------------------------------|---------------------------------------------------|-----------------------------|------------|
| 1st occurrence                 | Written warning; 30-day cure period begins        | No fine                     |            |
| 2nd occurrence                 | Fine assessed if not cured                        | \$150.00                    |            |
| 3rd and subsequent occurrences | Fine assessed; Board may pursue injunctive relief | \$300.00, and/or injunction | CCR §XI(b) |

### C. Unauthorized Signage (CCR §IV(f))

Cure period: 10 days from written notice to remove the sign or obtain Board approval.

| Occurrence     | Action                                                    | Fine    | Notes |
|----------------|-----------------------------------------------------------|---------|-------|
| 1st occurrence | Written warning; remove within 10 days or obtain approval | No fine |       |
| 2nd occurrence | Fine assessed if not removed/approved                     | \$50.00 |       |

| Occurrence                     | Action        | Fine     | Notes |
|--------------------------------|---------------|----------|-------|
| 3rd and subsequent occurrences | Fine assessed | \$100.00 |       |

#### **D. Noxious, Unsightly, or Offensive Activity (CCR §IV(d))**

Cure period: 15 days from written notice to abate the condition or activity.

| Occurrence                     | Action                                     | Fine     | Notes |
|--------------------------------|--------------------------------------------|----------|-------|
| 1st occurrence                 | Written warning; 15-day cure period begins | No fine  |       |
| 2nd occurrence                 | Fine assessed if not abated                | \$75.00  |       |
| 3rd and subsequent occurrences | Fine assessed                              | \$150.00 |       |

#### **E. Unapproved Business or Commercial Use (CCR §IV(a))**

Cure period: 10 days from written notice to cease the activity or obtain Board/Declarant approval.

| Occurrence                     | Action                                                   | Fine                        | Notes      |
|--------------------------------|----------------------------------------------------------|-----------------------------|------------|
| 1st occurrence                 | Written warning; cease within 10 days or obtain approval | No fine                     |            |
| 2nd occurrence                 | Fine assessed if not ceased/approved                     | \$150.00                    |            |
| 3rd and subsequent occurrences | Fine assessed; Board may pursue injunctive relief        | \$300.00, and/or injunction | CCR §XI(b) |

#### **F. Unauthorized Trailer or Temporary Shelter Residency (CCR §II(a), §II(c))**

This category applies once the occupancy trigger defined in the Temporary Construction Residence Policy and Procedure, Section III is met (more than 120 nights within a calendar year, or any of the objective indicia listed there) without a current, valid authorization under that Policy — including a new unapproved placement, an authorization that has automatically expired under that Policy’s Section VI, or a missed transition deadline under that Policy’s Section VII. Recreational, intermittent, or seasonal use that does not meet the occupancy trigger is not a violation under this category and requires no notice or action.

Because unauthorized occupancy is a continuing condition rather than a single event, this category uses a recurring fine rather than the occurrence-based escalation used in Categories A–E above.

| Occurrence                                           | Action                                                                                                                                                                          | Fine            | Notes                                                                                        |
|------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|----------------------------------------------------------------------------------------------|
| Initial notice                                       | Written notice of unauthorized occupancy; 10-day cure period to vacate the trailer/shelter or submit a qualifying application under the Temporary Construction Residence Policy | No fine         | Applies once the Section III occupancy trigger is met without a current, valid authorization |
| Continued noncompliance after the 10-day cure period | Recurring fine for each 7-day period the trailer/shelter remains occupied without a current, valid authorization                                                                | \$100.00 / week |                                                                                              |

| Occurrence                                               | Action                                                                                   | Fine                                                                       | Notes      |
|----------------------------------------------------------|------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|------------|
| Continued noncompliance 60 days after the initial notice | Board may treat the trailer/shelter as an unauthorized structure and arrange its removal | Actual contractor cost, billed and lienable, plus all accrued weekly fines | CCR §XI(c) |

*Category F was added by Resolution No. 2026-17, adopted \_\_\_\_\_, 2026, amending Resolution No. 2026-16.*

## **V. Board-Cured Violations**

For violation categories where the Board may enter the lot and cure the violation itself (Section IV.A and, where applicable under CCR §XI(c), other categories), the Board bills the actual cost of cure to the owner. Unpaid cure costs are collectible as a lien against the lot on the same basis as unpaid assessments, including interest at 8% per annum (CCR §XI(c)) and collection costs and attorneys' fees, if incurred.

## **VI. Recordkeeping**

The Board maintains a violation log for each lot, recording the date and nature of each violation, all notices sent, cure period deadlines, hearing requests, fines assessed, and payment status. Records are available for member inspection per Bylaws Article IX, Section 2.

## **VII. Fees and Costs**

The fine amounts in this Policy are also stated in the Association's Fee and Fine Schedule, Section 6, which this Policy implements. In the event of any conflict between this Policy and the Fee and Fine Schedule, this Policy controls as to process, and the Fee and Fine Schedule, as most recently amended by Board resolution, controls as to the dollar amounts.

## **VIII. Appeals**

An owner may appeal a Board determination made under this Policy, including a confirmed violation, a fine, or a denial of after-the-fact approval, by following the Board Decision Appeals Policy and Procedure (Resolution No. 2026-10). The right to be heard under Section III(3) applies before a fine is imposed; it is separate from, and does not replace, this right to appeal.

## **IX. Amendment**

This Policy may be amended by resolution of the Board of Directors, consistent with Bylaws Article VI, Section 1(b), without requiring a vote of the membership, provided any amendment does not conflict with the Bylaws or CCRs.

\_\_\_\_\_  
President, Sun Ranch Owners' Association — Date: \_\_\_\_\_

\_\_\_\_\_  
Secretary, Sun Ranch Owners' Association (Attest) — Date: \_\_\_\_\_

# SUN RANCH

## Covenant Violation Complaint Form

Based on the Restatement of Declaration of Covenants, Conditions, and Restrictions ("CC&Rs"), Sections II, IV, V, VI, VII, and XI, and the Association Bylaws

Use this form to report a suspected violation of the Sun Ranch CC&Rs or Board-adopted policies. Complete as much detail as possible — specific sections, dates, and evidence help the Board investigate and respond efficiently. Submit the completed form by email to [sunranchmemberstonasket@gmail.com](mailto:sunranchmemberstonasket@gmail.com), by US Mail to PO Box 407, Tonasket, WA 98855, or by hand to a Board member.

### 1. Complainant Information

Name: \_\_\_\_\_ Lot #: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Date of This Report: \_\_\_\_\_

*Anonymous complaints will not be accepted — the Board cannot investigate or follow up without a named complainant. Your name and contact information will be kept confidential from the lot owner named in this complaint and will not be released to them, except where disclosure becomes necessary as part of a legal or formal enforcement proceeding (e.g., an appeal hearing, mediation, or court action) where the Board or its counsel determines disclosure is required.*

### 2. Lot / Location Subject of the Complaint

Lot #: \_\_\_\_\_ Owner Name (if known): \_\_\_\_\_

Address / Location Description: \_\_\_\_\_

Date(s) and Approximate Time(s) Observed: \_\_\_\_\_

### 3. Nature of the Violation

*Check all that apply. See CC&Rs citations for reference — the Board will confirm the applicable section(s) during review.*

- ☐ Construction, addition, or material change made without prior Board approval (CC&Rs §V(a))
- ☐ Building size, setback, or lot dimension issue (CC&Rs §II(a), (b), (e))
- ☐ Unapproved temporary residence (mobile home, camper, trailer, or other temporary shelter) (CC&Rs §II(c))
- ☐ Unapproved sign or advertising device (CC&Rs §IV(f))
- ☐ Property/improvements not kept clean, safe, attractive, or in good repair (CC&Rs §IV(c))
- ☐ Noxious, unsightly, or offensive activity; nuisance, disturbance, or annoyance (CC&Rs §IV(d))
- ☐ Hazardous activity or unsafe improvement (CC&Rs §IV(e))
- ☐ Business or commercial use of the lot (CC&Rs §IV(a))
- ☐ Occupancy exceeding the dwelling's designed capacity (CC&Rs §IV(b))
- ☐ Shipping container not screened/approved (Shipping Container Storage & Screening Policy)
- ☐ Animals/livestock at large or unauthorized use (CC&Rs §II; Bylaws Art. II §2(k))
- ☐ Road, drainage, or easement issue — described in Section 5 below (CC&Rs §II(d))
- ☐ Other (describe below)

#### **4. Description of the Violation**

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Describe what you observed and how it relates to the section(s) checked above. Include specifics: what was built, placed, changed, or done; how it differs from what the CC&Rs require or permit; and whether the condition is ongoing, one-time, or worsening.

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#### **5. Road, Drainage, or Easement Issues (if applicable)**

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*For anything affecting a private road, ditch, culvert, drainage pattern, or a reserved pedestrian/equestrian way (CC&Rs §II(d)) — e.g., blocked or narrowed access, unauthorized grading, drainage redirected onto a road or neighboring lot, an obstruction, or a maintenance/pothole concern.*

**Road / Easement Name:** \_\_\_\_\_

**Nearest Lot / Landmark:** \_\_\_\_\_

- ☐ Blocked, narrowed, or obstructed access
- ☐ Drainage, grading, or erosion issue
- ☐ Unauthorized culvert, gate, or structure on/near the road or easement
- ☐ Pothole, surface, or general maintenance concern
- ☐ Other

Details:

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#### **6. Supporting Evidence**

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- ☐ Photos attached
- ☐ Video attached
- ☐ Written witness statement attached
- ☐ Prior correspondence with the lot owner attached
- ☐ Other documents attached (describe below)

**Description of Other Evidence:** \_\_\_\_\_

## 7. Witnesses (Optional)

Name / Contact Information: \_\_\_\_\_

Name / Contact Information: \_\_\_\_\_

## 8. Prior Contact and Requested Resolution

☐ I have already raised this directly with the lot owner

☐ I have not contacted the lot owner

What outcome are you requesting from the Board?

## 9. Complainant Certification

I certify that the information provided above is true and accurate to the best of my knowledge. I understand the Board will review this complaint under the applicable CC&Rs, Bylaws, and Board-adopted policies, and that the Board has discretion over how and whether to investigate and enforce.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## 10. FOR BOARD / COMMITTEE USE ONLY

Date Received: \_\_\_\_\_ Received By: \_\_\_\_\_

Referred to Committee (Community Standards / Roads & Easements / Other): \_\_\_\_\_

CC&Rs Section(s) Confirmed to Apply: \_\_\_\_\_

Investigation Notes:

☐ Violation confirmed

☐ Violation not confirmed / insufficient evidence

☐ Referred for Notice of Violation and cure period

☐ Referred to Fee and Fine Schedule enforcement (Section/item: \_\_\_\_\_)

☐ No action — resolved informally

Date of Board Response to Complainant: \_\_\_\_\_ Follow-Up Date: \_\_\_\_\_

Status: Open / Cure Period / Resolved / Escalated: \_\_\_\_\_ Closed Date: \_\_\_\_\_

*This form summarizes the CC&Rs and current Board policies for members' convenience and is not a substitute for reading the full Declaration and Bylaws. If anything here appears to conflict with the recorded CC&Rs, the recorded document controls. A lot owner named in a confirmed violation may appeal under the Board Decision Appeals Policy and Procedure (Resolution No. 2026-10).*

# **SUN RANCH OWNERS' ASSOCIATION**

## **Resolution of the Board of Directors — Temporary Construction Residence Policy**

### **RESOLUTION NO. 2026-17**

Adopted: \_\_\_\_\_, 2026

**WHEREAS**, the Association is a nonprofit corporation organized under the laws of the State of Washington, governed by its 1997 Bylaws and by the 1970 Restatement of Declaration of Covenants, Conditions, and Restrictions (the “CCRs”) applicable to the Sun Ranch subdivision, Okanogan County, Washington;

**WHEREAS**, CCR Section II(a) requires each lot to ultimately be improved with a permanent dwelling of at least 500 square feet, and CCR Section II(c) permits a mobile house trailer, camper, or other temporary shelter to be used as a temporary residence, subject to Board approval, but the CCRs do not define how long such temporary use may continue or when it must end;

**WHEREAS**, the Board has determined that this gap allows trailer or camper occupancy, once approved, to continue indefinitely without regard to whether a permanent dwelling is ever built, and wishes to establish a clear, objective standard tying temporary residence to active construction;

**WHEREAS**, the Board has determined that a clear, objective test is needed to distinguish residential occupancy of a trailer or camper from recreational, intermittent, or seasonal use, so that this Policy applies only to owners actually living on their lot, and wishes to accommodate owners who visit their lots for extended recreational stays;

**WHEREAS**, the Board recognizes that owners currently occupying a trailer or camper did so before this Policy existed, and wishes to provide a fair transition period rather than an immediate retroactive violation;

**WHEREAS**, Bylaws Article VI, Section 1(b) authorizes the Board of Directors to conduct, manage, and control the affairs of the Association and to make such rules and regulations as it deems best, not inconsistent with law, the articles of incorporation, or the Bylaws, and CCR Section V requires Board approval of building plans before construction;

**WHEREAS**, the Board has reviewed and wishes to adopt the Temporary Construction Residence Policy and Procedure, attached hereto as Exhibit A;

**WHEREAS**, the Board wishes to give both new applicants and existing occupants clear notice of this Policy before it is enforced;

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Directors of Sun Ranch Owners' Association hereby resolves as follows:

**1. Adoption.** The Temporary Construction Residence Policy and Procedure, attached as Exhibit A, is hereby adopted, establishing the eligibility, application, term, renewal, and progress requirements for Board-approved temporary trailer or camper residence during construction of a permanent dwelling, and the occupancy trigger defining when this Policy applies.

**2. Transition for Existing Occupants.** Exhibit A, Section VII establishes a registration period and transition tracks for owners who met the occupancy trigger before this Resolution's adoption date. That Section, not immediate enforcement, governs those owners' situations.

**3. Amendment of the General Covenant Violation Enforcement Policy.** The General Covenant Violation Enforcement Policy and Procedure (Resolution No. 2026-16) is hereby amended to add

Category F — Unauthorized Trailer or Temporary Shelter Residency — addressing occupancy that meets the Section III occupancy trigger of Exhibit A without a current, valid authorization under this Resolution.

**4. Amendment of the Fee and Fine Schedule.** The Fee and Fine Schedule, Section 6 is hereby amended to add the Category F violation and fine amounts as an additional row, consistent with the other violation categories listed there.

**5. Effective Date and Notice.** This Resolution and the attached Policy are effective beginning 30 days after the Secretary provides written notice of adoption to the membership. The Section VII(1) 60-day registration period for existing occupants runs from this Resolution's adoption date, not from the effective date.

**6. Appeals.** Appeals of Board determinations made under the attached Policy shall follow the Board Decision Appeals Policy and Procedure (Resolution No. 2026-10).

**7. Severability.** If any provision of this Resolution or the attached Policy is later determined to be unenforceable or inconsistent with the Bylaws or CCRs, the remaining provisions shall continue in full force and effect.

**ADOPTED** by the Board of Directors of Sun Ranch Owners' Association on the date first written above.

\_\_\_\_\_  
President, Sun Ranch Owners' Association — Date: \_\_\_\_\_

\_\_\_\_\_  
Secretary, Sun Ranch Owners' Association (Attest) — Date: \_\_\_\_\_

*EXHIBIT A — Temporary Construction Residence Policy and Procedure is attached and incorporated herein by reference.*

# **SUN RANCH OWNERS' ASSOCIATION**

## **Temporary Construction Residence Policy and Procedure**

Approved by the Board of Directors: \_\_\_\_\_, 2026 (Resolution No. 2026-17)

### **I. Purpose**

CCR Article II(c) permits a mobile house trailer, camper, or other temporary shelter to be used as a temporary residence, subject to Board approval, while CCR Article II(a) requires every lot to ultimately be improved with a permanent dwelling of at least 500 square feet. This Policy connects those two provisions: it defines when trailer or camper occupancy counts as “residency” subject to this Policy, sets the terms under which the Board approves temporary residence during active construction, and establishes when that authorization ends.

This Policy applies only to owners who are living on their lot in a trailer, camper, or similar temporary shelter. It does not apply to recreational, intermittent, seasonal, or guest use of a camper or trailer that does not meet the occupancy trigger defined in Section III below — that use requires no application, term, or timeline under this Policy.

### **II. Authority**

- CCR Section II(a): requires lots to be improved with a permanent dwelling or residence structure of at least 500 square feet of living floor area.
- CCR Section II(c): permits a mobile house trailer, camper, or other temporary shelter as a temporary residence, subject to Board approval.
- CCR Section V: requires Board approval, in writing, of building plans, specifications, and plot plans before construction.
- Bylaws Article VI, Section 1(b): authorizes the Board to conduct, manage, and control the affairs of the Association and to make such rules and regulations as it deems best, not inconsistent with law, the articles of incorporation, or the Bylaws.

### **III. Occupancy Trigger — What Counts as “Living Here”**

This Policy applies to a lot the moment either of the following is met. Either test alone is sufficient; both do not need to be met.

#### **A. Annual-Nights Test**

The trailer, camper, or shelter is occupied for more than 120 nights, whether or not consecutive, within any calendar year (January 1 through December 31). Leaving and returning does not reset this count — the Board looks at total nights within the calendar year, not a consecutive-day streak. Extended recreational or seasonal stays totaling 120 nights or fewer in a calendar year are not residency under this test.

#### **B. Objective-Indicia Test**

Residency is presumed, regardless of night count, if any of the following are true:

- Wheels removed, hitch disconnected, or skirting or a permanent foundation added;
- Connected to permanent septic/sewer or electrical service via a fixed hookup, rather than a temporary RV-style connection;
- The lot is used as the occupant's mailing address, or no other residence is on file with the Association for that owner; or
- Utility accounts for the lot (power, water) are in the occupant's name.

Recreational, intermittent, or seasonal use — weekends, vacations, and extended stays that do not meet either test — is outside this Policy entirely. No application, approval, term, or registration is required for that use.

### C. County Requirements Apply Separately

This Policy addresses only the Association's covenants. Nothing in it authorizes any use that Okanogan County does not allow. Owners remain responsible for complying with all Okanogan County requirements that apply to a recreational vehicle kept or occupied on a parcel, including building, water, and septic requirements, and should confirm those requirements with the County directly.

### IV. Application and Approval (New Placements)

**1. Application Required Before Placement.** Before placing a trailer or camper that will meet the occupancy trigger in Section III, the owner must submit the Association's Building Approval Form (per CCR Article V) to the Board, describing the planned permanent dwelling and construction timeline.

**2. Eligibility.** Approval is available only where the trailer or camper occupancy is tied to active construction of a CCR Article II(a)–compliant permanent dwelling on that lot. There is no eligibility path for indefinite or non-construction-related trailer residency.

**3. Initial Term.** Upon approval, the Board authorizes temporary residence for an initial term of 12 months from the date of approval.

**4. Renewal.** The authorization may be renewed in additional 6-month increments, provided the owner demonstrates continued active construction as described in Section V below. There is no limit on the number of renewals provided each renewal's progress requirement is met.

### V. Progress Requirements

Because Board approval alone does not distinguish a lot under active construction from one where nothing is happening, the owner must show physical progress at the following checkpoints:

| Checkpoint                                     | Requirement                                                                                                                     | How Shown                                         |
|------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|
| Initial milestone — within 90 days of approval | Foundation poured or footings set: some physically visible construction on the lot                                              | Dated photo submitted to the Board                |
| Each 6-month renewal                           | Visible continued progress since the last checkpoint (e.g., framing up, or a defined percentage of exterior enclosure complete) | Dated photo(s) submitted with the renewal request |

The Board reserves the right to request a site visit if submitted photos are unclear or a good-faith dispute arises, but routine compliance is checked by photo submission, not by scheduled inspections.

### VI. Automatic Expiration

Authorization under this Policy ends automatically, without further Board action, upon the earliest of the following:

- A certificate of occupancy is issued for the permanent dwelling;
- The initial term and all renewals are exhausted without a further renewal being granted;
- 90 days pass with no milestone met under Section V (construction is considered stalled); or
- The owner fails to submit a required renewal request or progress photo before the current term expires.

Occupancy continuing after automatic expiration is a violation under CCR Article II(a) and is addressed under the General Covenant Violation Enforcement Policy and Procedure, Category F.

### VII. Existing Occupants — Transition Provision

This Section applies only to owners who met the Section III occupancy trigger before the adoption date of this Policy.

**1. Registration Period.** Any owner currently living in a trailer, camper, or similar shelter under Section III must register with the Board within 60 days of this Policy's adoption date, disclosing how long they have occupied the lot and whether construction of a permanent dwelling is underway.

**2. Track A — Active Construction.** An owner who has an approved Building Approval Form on file (or submits one during the registration period) and shows construction is actively underway is treated as approved under this Policy as of the adoption date. The 12-month initial term runs from the adoption date, not from when the owner originally moved in, and normal renewal and progress requirements under Sections IV–V apply going forward.

**3. Track B — No Building Approval Form / No Active Construction.** An owner who has not submitted a Building Approval Form or is not actively constructing a permanent dwelling has 18 months from this Policy's adoption date (the “wind-down period”) to either (a) submit a Building Approval Form and begin construction, at which point the owner moves to Track A with the term running from the date construction begins, or (b) vacate the trailer or camper as a residence.

**4. Failure to Register.** An owner who does not register by the Section VII(1) deadline forfeits the transition tracks in this Section and is treated as an unauthorized placement from the date of this Policy's adoption, addressed directly under the General Covenant Violation Enforcement Policy and Procedure, Category F.

**5. Hardship Extension.** The Board may grant a single extension of the Track B wind-down period, for documented cause (e.g., financing delay, permit or contractor backlog), on written request made before the wind-down period expires. This is a one-time accommodation, not a recurring renewal.

## **VIII. Enforcement**

Occupancy that meets the Section III trigger without a current approval under this Policy — whether a new placement made without applying, an expired authorization under Section VI, or a missed transition deadline under Section VII — is addressed as Category F of the General Covenant Violation Enforcement Policy and Procedure.

## **IX. Recordkeeping**

The Board maintains a file for each approved or registered trailer/camper residence: Building Approval Form, approval and renewal dates, progress photos, and (for existing occupants) registration disclosures and track assignment. Records are available for member inspection per Bylaws Article IX, Section 2.

## **X. Appeals**

An owner may appeal a Board decision made under this Policy, including denial of an application or renewal, a determination that the Section III occupancy trigger is met, a track assignment under Section VII, or denial of a hardship extension, by following the Board Decision Appeals Policy and Procedure (Resolution No. 2026-10).

## **XI. Amendment**

This Policy may be amended by resolution of the Board of Directors, consistent with Bylaws Article VI, Section 1(b), without requiring a vote of the membership, provided any amendment does not conflict with the Bylaws or CCRs.

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\_\_\_\_\_  
President, Sun Ranch Owners' Association — Date: \_\_\_\_\_

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\_\_\_\_\_  
Secretary, Sun Ranch Owners' Association (Attest) — Date: \_\_\_\_\_

**SUN RANCH OWNERS' ASSOCIATION**  
**Resolution of the Board of Directors — Fee and Fine Schedule**

**RESOLUTION NO. 2026-18**

Adopted: \_\_\_\_\_, 2026

**WHEREAS**, the Association is a nonprofit corporation organized under the laws of the State of Washington, governed by its 1997 Bylaws and by the 1970 Restatement of Declaration of Covenants, Conditions, and Restrictions (the "CCRs") applicable to the Sun Ranch subdivision, Okanogan County, Washington;

**WHEREAS**, Bylaws Article VIII authorizes the Board of Directors to fix by resolution the amount of the annual assessment levied against each lot, within the range established by Article VIII, Section 2 (\$12.00 to \$24.00 per lot), and CCR Section VII(d)(i) authorizes the Association to levy uniform annual charges to cover its actual and estimated costs and expenses;

**WHEREAS**, the Association's current annual assessment of \$137.00 per lot exceeds the \$12.00–\$24.00 range stated in Bylaws Article VIII, Section 2, and the Board acknowledges that this assessment level reflects prior action of the Association that either amended that range or requires ratification, and the Board will confirm and, if necessary, cure the record of that action separately from this Resolution;

**WHEREAS**, Bylaws Article IV, Section 2 establishes a \$25.00 membership transfer fee, and Bylaws Article VIII, Sections 3–6 and CCR Section XI(a)–(c) establish the Association's authority to charge interest, collection costs, and attorneys' fees on delinquent accounts and to record and enforce liens;

**WHEREAS**, CCR Section V authorizes the Board to approve or disapprove changes to property within the Subdivision, and CCR Section XI authorizes the Association to enforce the covenants, conditions, and restrictions through injunction and cost-recovery liens, and, in appropriate cases, a court may award punitive damages; CCR Section XI does not itself authorize the Board to impose administrative monetary fines, which instead rest on the Board's general rulemaking authority described below;

**WHEREAS**, Bylaws Article VI, Section 1(b) authorizes the Board of Directors to conduct, manage, and control the affairs of the Association and to make such rules and regulations as it deems best, not inconsistent with law, the articles of incorporation, or the Bylaws;

**WHEREAS**, the Board has separately adopted a Dues Collection Policy and Procedure describing the Association's escalating remedies for delinquent assessments — a statutory notice of delinquency, then lien recording, collections agency referral, and/or small claims court as the Board determines for each account, and lien foreclosure — and wishes to cross-reference that Policy from this Schedule rather than restate its procedural detail here;

**WHEREAS**, the Board has reviewed and wishes to formally adopt a consolidated Fee and Fine Schedule, setting out the Association's assessments, administrative and transaction fees, and a violation fine schedule, so that fees and fines are applied consistently and are available to the membership in a single reference document;

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Directors of Sun Ranch Owners' Association hereby resolves as follows:

**1. Adoption.** The Fee and Fine Schedule attached is hereby adopted and shall govern the assessments, fees, and fines charged by the Association, effective as of the date of this Resolution, except that the violation fine schedule described in Section 8 below takes effect only as and when provided in that Section.

**2. Assessments.** The annual assessment shall remain \$137.00 per lot pending resolution of the discrepancy described above. This Section does not itself authorize the Board to raise the assessment above the \$12.00–\$24.00 range stated in Bylaws Article VIII, Section 2; any future increase within that range may be set by Board resolution as provided in Bylaws Article VIII, Section 1, any change to a charge already fixed under CCR Section VII(d)(i) requires the 60% Board vote specified there, and any change to the Bylaws' stated range itself requires a Bylaws amendment under Article X, which requires a vote of the membership, not the Board alone. The Board directs the Secretary to locate and append to the Association's official records the prior action that established the \$137.00 assessment; if no such action can be located, the Board shall bring the assessment into conformity with the Bylaws at the next practicable opportunity, whether by ratifying membership vote under Bylaws Article X or other lawful means.

**3. Fees.** The administrative and transaction fees, including the \$25.00 membership transfer fee and cost-recovery charges for collections and cure of violations, are hereby confirmed as currently authorized under the Bylaws and CCRs. The \$10.00 Notice of Delinquency administrative fee in Section 1 of the Schedule is adopted under the Board's rulemaking authority, within the limit set by RCW 64.38.100(1)(b)(ii)(B), and applies to notices mailed on or after the date of this Resolution.

**4. Fines.** The violation fine schedule, including the proposed shipping container enforcement fees, is hereby approved in form. Once effective, fines shall be preceded by written notice and a reasonable cure period, and an opportunity for the owner to be heard by the Board, before being assessed, and the owner may appeal as provided in the applicable policy under the Board Decision Appeals Policy and Procedure (Resolution No. 2026-10). All unpaid fines and cost-recovery expenses shall constitute a personal debt of the owner and a lien against the property, collectible in the same manner as annual assessments.

**5. Gate Installation Fines.** Fines specific to unauthorized roadway gate installations are governed by the Gate Policy and its accompanying Board Resolution.

**6. Delinquent Assessment Collection.** Collection of delinquent assessments — including the statutory notice of delinquency, the Board's choice among lien recording, collections agency referral, and small claims court action for each account, lien foreclosure, and the applicable statutory prerequisites and timelines for each — is governed by the Dues Collection Policy and Procedure and its accompanying Board Resolution. This Schedule states only the resulting dollar amounts and fee items; the Dues Collection Policy and Procedure controls the process and sequencing. The Late Payment Fee and Monthly Escalation Fee, Section 1, were adopted by Resolution No. 2026-15 and are effective beginning with the 2027 assessment year.

**7. Notice to Membership.** As a matter of Board practice, and not as a requirement of Bylaws Article IX, Section 7 (which governs inspection of the Bylaws), the Secretary shall provide written notice of this Resolution and the Fee and Fine Schedule to the membership and shall make the Schedule available for inspection at the Association's principal office.

**8. Severability.** If any provision of the Fee and Fine Schedule is later determined to be unenforceable or inconsistent with the Bylaws or CCRs, the remaining provisions shall continue in full force and effect.

**ADOPTED** by the Board of Directors of Sun Ranch Owners' Association on the date first written above.

\_\_\_\_\_  
President, Sun Ranch Owners' Association — Date: \_\_\_\_\_

\_\_\_\_\_  
Secretary, Sun Ranch Owners' Association (Attest) — Date: \_\_\_\_\_

## SUN RANCH OWNERS' ASSOCIATION

### Fee and Fine Schedule

Approved by the Board of Directors: \_\_\_\_\_, 2026 (Resolution No. 2026-18)

*This schedule was prepared from the Association's 1997 Bylaws and the 1970 Restatement of Declaration of Covenants, Conditions, and Restrictions.*

#### 1. Assessments (per governing documents)

| Item                                                                                                   | Amount                                                                                                                                              | Authority                                                                                                 |
|--------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|
| Annual assessment                                                                                      | \$137.00 per lot                                                                                                                                    | Bylaws Art. VIII, §2;<br>CCR VII(d)(i)                                                                    |
| Assessment due date                                                                                    | Due June 15; notice mailed by Secretary on or before June 1                                                                                         | Bylaws Art. VIII, §3                                                                                      |
| Delinquency referral to Board for collection action                                                    | ~120 days after due date (Oct. 15); the Board determines the collection step for each account (lien, collections agency, and/or Small Claims Court) | Bylaws Art. VIII, §3a                                                                                     |
| Notice of Delinquency administrative fee                                                               | \$10.00 per notice, plus the actual cost of printing and mailing the notice                                                                         | RCW 64.38.100(1)(b)(ii) (A)–(B); Dues Collection Policy and Procedure §III.A                              |
| Late Payment Fee (Effective 2027)                                                                      | \$30.00, assessed if the annual assessment remains unpaid as of July 2 (or the 16th day after the Notice of Delinquency is mailed, if later)        | Resolution No. 2026-15; Bylaws Art. VIII, §1; RCW 64.38.100(1)(b)(ii) (C)                                 |
| Monthly Escalation Fee (Effective 2027)                                                                | \$25.00/month, assessed August 2, September 2, and October 2 if the balance remains unpaid (combined maximum with Late Payment Fee: \$105.00)       | Resolution No. 2026-15; Bylaws Art. VIII, §1                                                              |
| Interest on unpaid charges (post-demand)                                                               | 8% per annum                                                                                                                                        | CCR VII(d)(vi) (assessments); CCR XI(c) (rate; abatement costs); Dues Collection Policy and Procedure §VI |
| Lien filing / release recording (Board discretionary; see Dues Collection Policy and Procedure §III.B) | At cost, billed to owner (currently \$303.50 for the lien and \$303.50 for the release, \$607.00 total, including notarization)                     | Bylaws Art. VIII, §4; CCR VII(d)(iii)–(iv)                                                                |

| Item                                                                               | Amount                                                                                                                                                                            | Authority                                                                                        |
|------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|
| Small claims court action (delinquent balances not yet eligible for foreclosure)   | Filing fee currently \$35.00 (Okanogan County District Court); recoverable as a collection cost; entity claim limit \$5,000                                                       | Dues Collection Policy and Procedure §III.D; RCW 12.40.010                                       |
| Third-party collections agency referral (delinquent balances; Board discretionary) | Actual agency fees/costs charged, added to and collectible as part of the debt                                                                                                    | Dues Collection Policy and Procedure §III.C; Resolution No. 2026-20; RCW 19.16; Bylaws Art. VIII |
| Foreclosure eligibility                                                            | No earlier than 4 months after charge becomes due (CCR); additionally, under RCW 64.38.100 the delinquent amount must equal or exceed \$2,000, and be delinquent at least 90 days | CCR VII(d)(vi); RCW 64.38.100; see Dues Collection Policy and Procedure §III.E                   |

## 2. Administrative & Transaction Fees (per governing documents)

| Item                                                               | Amount                                                                                                                       | Authority                                                                                     |
|--------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|
| Membership transfer fee (on sale/conveyance of a lot)              | \$25.00                                                                                                                      | Bylaws Art. IV, §2                                                                            |
| Collection costs / attorneys' fees on delinquent accounts          | Actual cost, including small claims filing fees, third-party collections agency fees, and any post-judgment collection costs | Bylaws Art. VIII, §4, §6; CCR VII(d)(vi); CCR XI(b)–(c); Dues Collection Policy and Procedure |
| Cost to cure a violation the Board abates after owner fails to act | Actual cost, billed and lienable                                                                                             | CCR XI(c)                                                                                     |
| Records inspection                                                 | No fee specified — open to members on written demand at reasonable times                                                     | Bylaws Art. IX, §2                                                                            |

### 3. Shipping Container Enforcement (Fee and Fine Schedule Addition)

This section implements the Board's Shipping Container Storage & Screening Policy. The first three items are proposed administrative fees the Board would be adopting under its general rulemaking authority rather than a specific CC&Rs entitlement; the remaining items are cost-recovery mechanisms already authorized by CCR §XI(c) — see the note below the table.

| Item                                                                                                              | Amount                                                                                                                                                    | Authority                                                                                 |
|-------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|
| Placement without prior Board approval (initial fine)                                                             | \$250 flat, one-time                                                                                                                                      | Board rulemaking authority (Bylaws Art. II §2(b) / Art. VI §1(b)) — not a CCR entitlement |
| Continued placement without approval (recurring) — each additional 30 days until an approval request is submitted | \$50 / 30 days                                                                                                                                            | Board rulemaking authority (Bylaws Art. II §2(b) / Art. VI §1(b)) — not a CCR entitlement |
| Non-compliant container after the Section 5 cure period expires (recurring)                                       | \$50 / 30 days                                                                                                                                            | Board rulemaking authority (Bylaws Art. II §2(b) / Art. VI §1(b)) — not a CCR entitlement |
| Board-arranged screening, burial, or removal after cure period expires                                            | Actual contractor cost, billed and lienable                                                                                                               | CCR XI(c)                                                                                 |
| Interest on unpaid abatement costs after demand                                                                   | 8% per annum                                                                                                                                              | CCR XI(c)                                                                                 |
| Collection costs / attorneys' fees, if unpaid                                                                     | Actual cost                                                                                                                                               | CCR XI(c)                                                                                 |
| Lien recording, if payment not made after demand                                                                  | Actual recording cost + amount owed (recording cost currently \$303.50 for the lien and \$303.50 for the release, \$607.00 total, including notarization) | CCR XI(c); foreclosable as a mortgage foreclosure                                         |

### 4. Maintenance of Lots Enforcement (Fee and Fine Schedule Addition)

This section implements the Board's Maintenance of Lots policy (approved January 9, 2021), which applies CCR Section IV(c) (“property shall be kept and maintained ... in a clean, safe, attractive and slightly used condition and in good repair”).

| Item                                                                                | Amount                                                                                                            | Authority                                                 |
|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|
| Board determination / member complaint that a lot is not clean, safe, or attractive | Board assesses situation; may notify owner to clean up (in person, in writing, or by phone at recorded residence) | CCR §IV(c); Maintenance of Lots Policy, approved 1/9/2021 |

| Item                                                            | Amount                                                                                                                      | Authority                       |
|-----------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| Owner response to notification                                  | Owner has 1 week to report a cleanup plan to the Board; cleanup must begin immediately                                      | Maintenance of Lots Policy §1–2 |
| Failure to begin cleanup within 2 weeks of initial notification | \$25.00 per week, assessed and due immediately                                                                              | Maintenance of Lots Policy §3   |
| Continued noncompliance after 30 days                           | \$50.00 per day                                                                                                             | Maintenance of Lots Policy §3   |
| Nonpayment after 60 days                                        | All charges become delinquent; collectible with collection costs and attorneys' fees as an obligation running with the land | Maintenance of Lots Policy §3   |
| Sale or transfer of the lot                                     | Does not affect any lien for charges under this policy                                                                      | Maintenance of Lots Policy §3   |

*Cleanup obligations include, but are not limited to, removing garbage, derelict vehicles, and downed and/or diseased trees, and keeping grass low and tree limbs cut well above the ground for fire safety. See the full Maintenance of Lots policy, approved by the SROA Board on January 9, 2021.*

## 5. Animals at Large Enforcement (Fee and Fine Schedule Addition)

This section implements the Board's Animals at Large policy (approved October 15, 2019), as amended by Resolution No. 2026-13, which requires members to contain livestock in a fenced area on their own lot to keep dogs under control and on their own lot unless accompanied, and to keep poultry on their own lot.

| Item                                                                                                                                                            | Amount                                                                                                                              | Authority                                    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|
| Animal at large (livestock outside a fenced area on the owner's lot; a dog off its owner's lot unaccompanied or not under control; poultry off its owner's lot) | Considered a nuisance                                                                                                               | Animals at Large Policy, approved 10/15/2019 |
| Owner response to notification                                                                                                                                  | 24 hours to retrieve and contain or control the animal, after notification in person, in writing, or by phone at recorded residence | Animals at Large Policy §1                   |
| Failure to contain or control the animal within 24 hours                                                                                                        | \$10.00 per animal (poultry: per flock), per day, assessed and due immediately                                                      | Animals at Large Policy §1                   |
| Continued noncompliance after 30 days                                                                                                                           | \$20.00 per animal (poultry: per flock), per day                                                                                    | Animals at Large Policy §1                   |
| Nonpayment after 60 days                                                                                                                                        | All charges become delinquent; collectible with collection costs and attorneys' fees as an obligation running with the land         | Animals at Large Policy §1                   |

| Item                        | Amount                                                 | Authority                  |
|-----------------------------|--------------------------------------------------------|----------------------------|
| Sale or transfer of the lot | Does not affect any lien for charges under this policy | Animals at Large Policy §1 |

*See the full Animals at Large Policy and Procedure (Resolution No. 2026-13), originally approved by the SROA Board on October 15, 2019.*

## 6. Violation Fine Schedule

The current CCRs give the Board discretion to approve/disapprove changes to property (Section V), and to enforce violations through injunction, cost-recovery liens, and — in appropriate cases — punitive damages through court action (Section XI). They do not spell out a self-executing dollar fine schedule; the fine amounts and the notice-cure-hearing process below were adopted under the Board's general rulemaking authority (Bylaws Art. VI §1(b)) by the General Covenant Violation Enforcement Policy and Procedure, Resolution No. 2026-16, in the same manner as the Shipping Container, Maintenance of Lots, and Animals at Large enforcement sections above. The trailer/temporary shelter residency category was added by Resolution No. 2026-17.

| Violation Type                                                        | 1st Notice                                                                                       | 2nd Occurrence                                 | 3rd+ Occurrence                                                                                     |
|-----------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| Unapproved exterior/structural change (CCR §V)                        | Written warning + cure period                                                                    | \$150 fine                                     | \$300 fine + Board may cure and lien cost                                                           |
| Setback violation (CCR §II(b))                                        | Written warning                                                                                  | \$150 fine                                     | \$300 fine / injunction                                                                             |
| Unauthorized sign (CCR §IV(f))                                        | Written warning, remove within 10 days                                                           | \$50 fine                                      | \$100 fine                                                                                          |
| Noxious/unsightly/offensive activity (CCR §IV(d))                     | Written warning                                                                                  | \$75 fine                                      | \$150 fine                                                                                          |
| Unapproved business/commercial use (CCR §IV(a))                       | Written warning, cease within 10 days                                                            | \$150 fine                                     | \$300 fine / injunction                                                                             |
| Failure to maintain lot (CCR §IV(c))                                  | Written notice, 30-day cure                                                                      | Board may enter & cure; cost billed & lienable | Same, plus escalating fees per Maintenance of Lots Enforcement (Section 4)                          |
| Unauthorized trailer/temporary shelter residency (CCR §II(a), §II(c)) | Written notice; 10-day cure to vacate or apply under the Temporary Construction Residence Policy | \$100.00/week recurring if not cured           | Board-arranged removal after 60 days, cost billed & lienable (Section IV.F; Resolution No. 2026-17) |

*These figures were adopted by Resolution No. 2026-16 (General Covenant Violation Enforcement Policy and Procedure, Section IV). They reflect common practice among small rural/recreational HOAs (typically \$25–\$100*

*for minor, self-correcting violations like signage, \$100–\$300 for structural or land-use violations, escalating with repetition), and are subject to review and adjustment by future Board resolution as circumstances warrant.*

*Process for each fine: written notice describing the violation and citing the specific covenant section → cure period (10–30 days depending on violation type, per Resolution No. 2026-16) → right to be heard by the Board before a fine is imposed → fine assessed and added to the owner's account, collectible the same way as assessments (interest, lien, attorneys' fees) per CCR §XI → right to appeal the Board's determination under the Board Decision Appeals Policy and Procedure (Resolution No. 2026-10). See the General Covenant Violation Enforcement Policy and Procedure for full detail.*

## **7. Adoption**

This Fee and Fine Schedule is adopted as Exhibit A to, and on the terms set out in, the accompanying Resolution of the Board of Directors — Fee and Fine Schedule.

## SUN RANCH OWNERS' ASSOCIATION

### Resolution of the Board of Directors — Shipping Container Storage & Screening Policy

#### RESOLUTION NO. 2026-19

Adopted: \_\_\_\_\_, 2026

**WHEREAS**, the Association is a nonprofit corporation organized under the laws of the State of Washington, governed by its 1997 Bylaws and by the 1970 Restatement of Declaration of Covenants, Conditions, and Restrictions (the “CCRs”) applicable to the Sun Ranch subdivision, Okanogan County, Washington;

**WHEREAS**, the Association's Fee and Fine Schedule, Section 3 (Shipping Container Enforcement) sets out proposed fees for the unapproved placement of shipping containers on lots, and states that those fees are governed by the Board's Shipping Container Storage & Screening Policy, but no such Policy has yet been formally adopted;

**WHEREAS**, CCR Section V requires prior written Board approval of material changes to a lot, and the Board has determined that placement of a shipping container is such a material change, subject to the discretionary criteria in CCR §V(b), including prevention of unsightly conditions and preservation of visual continuity with the rustic and natural setting of the Subdivision;

**WHEREAS**, the Board wishes to establish clear screening and siting standards, an approval process, a defined cure period for unapproved placements, and a fee structure consistent with the amounts already set out in the Fee and Fine Schedule;

**WHEREAS**, Bylaws Article VI, Section 1(b) and Article II, Section 2(b) authorize the Board of Directors to conduct, manage, and control the affairs of the Association and to make such rules and regulations as it deems best, not inconsistent with law, the articles of incorporation, or the Bylaws, and CCR Section XI(c) authorizes cost recovery when the Board cures a violation after an owner fails to act;

**WHEREAS**, the Board has reviewed and wishes to adopt the Shipping Container Storage & Screening Policy and Procedure, attached hereto as Exhibit A;

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Directors of Sun Ranch Owners' Association hereby resolves as follows:

**1. Adoption.** The Shipping Container Storage & Screening Policy and Procedure, attached as Exhibit A, is hereby adopted and shall govern the approval, screening standards, cure period, and fees for shipping containers placed on lots within the Subdivision.

**2. Fee Amounts Confirmed.** The fee amounts set out in Exhibit A, Section VIII are hereby confirmed as the amounts referenced in Fee and Fine Schedule, Section 3, and supersede the illustrative figures previously described there as proposed.

**3. Effective Date and Notice.** This Resolution and the attached Policy are effective beginning 30 days after the Secretary provides written notice of adoption to the membership, to ensure owners have advance notice before enforcement begins.

**4. Amendment of the Fee and Fine Schedule.** The Fee and Fine Schedule, Section 3 is hereby amended to reference this Resolution as its implementing authority, in the same manner as Sections 4, 5, and 6 reference their respective policies.

**5. Severability.** If any provision of this Resolution or the attached Policy is later determined to be unenforceable or inconsistent with the Bylaws or CCRs, the remaining provisions shall continue in full force and effect.

**ADOPTED** by the Board of Directors of Sun Ranch Owners' Association on the date first written above.

\_\_\_\_\_  
President, Sun Ranch Owners' Association — Date: \_\_\_\_\_

\_\_\_\_\_  
Secretary, Sun Ranch Owners' Association (Attest) — Date: \_\_\_\_\_

# **SUN RANCH OWNERS' ASSOCIATION**

## **Shipping Container Storage & Screening Policy and Procedure**

Approved by the Board of Directors: \_\_\_\_\_, 2026 (Resolution No. 2026-19)

### **I. Purpose**

Shipping containers, conex boxes, and similar large metal storage units are not addressed by name in the CC&Rs, but their placement on a lot is a material change to the existing state of the property and is visually inconsistent with the rustic, natural character the CC&Rs are intended to protect unless properly sited and screened. This Policy establishes the approval process, screening standards, and enforcement fees that apply before and after a shipping container is placed on a lot.

### **II. Authority**

- CCR Section V (Required Approval of All Changes to Property Within the Unit or Subdivision): a shipping container is a material change to the existing state of a lot and requires prior written Board approval, subject to the discretionary criteria in CCR §V(b), including prevention of unsightly conditions and preservation of visual continuity with the rustic and natural setting.
- CCR Section XI(c): authorizes the Board to enter a lot to abate or remove a condition causing a violation after the owner fails to act, and to bill the cost to the owner as a lien against the lot.
- Bylaws Article VI, Section 1(b) and Article II, Section 2(b): authorize the Board to conduct, manage, and control the affairs of the Association, to make rules and regulations not inconsistent with law, the articles of incorporation, or the Bylaws, and to own, hold, and manage Association affairs — the basis for the administrative fines in Section VIII below, which go beyond the cost-recovery remedy CCR §XI(c) provides directly.

### **III. Scope**

This Policy applies to any shipping container, conex box, intermodal container, or similar large metal or composite storage unit placed on a lot, whether used for storage, workshop space, or any other purpose, and regardless of whether it is placed temporarily or permanently. It does not apply to a temporary construction dumpster or similar debris container in active use during permitted construction, provided it is removed within 30 days of substantial completion of the work.

### **IV. Approval Required Before Placement**

Before placing a shipping container on a lot, the owner must submit a written request to the Board describing the container's dimensions, intended location on the lot, intended use, and proposed screening, consistent with the Building & Improvement Review Policy and Procedure's submission and review timeline. The Board evaluates the request under the CCR §V(b) criteria and the screening standards in Section V below.

### **V. Screening and Siting Standards**

The Board will apply the following standards when reviewing a container placement request, and an owner curing an unapproved placement under Section VI below must bring the container into conformance with these standards to be approved:

- Setback: the container must meet the same 20-foot setback from lot boundaries required for other above-ground improvements under CCR §II(b), unless the Board approves a different siting for screening reasons.

- Screening: the container must be screened from view of roads and neighboring lots to the extent reasonably practicable, using natural vegetation, fencing, or siting behind existing structures or terrain.
- Condition and appearance: the container must be kept in clean, safe, and reasonably attractive condition, consistent with CCR §IV(c), and may not be used for advertising or display of signage beyond what CCR §IV(f) otherwise permits.
- Number: absent Board approval otherwise, no more than one shipping container per lot.

## **VI. Cure Period for Unapproved Placement**

If the Board discovers or is notified of a shipping container placed on a lot without prior approval under Section IV, the Board will send the owner written notice describing the violation. The owner has 30 days from the date of that notice (the “cure period”) to either (a) submit a complete approval request under Section IV and bring the container into conformance with the screening standards in Section V, or (b) remove the container from the lot entirely. This is the cure period referenced in the Association's Fee and Fine Schedule, Section 3.

## **VII. Right to Be Heard**

Before any fine is imposed under Section VII, the owner may request to be heard by the Board, consistent with the General Enforcement Process described in the General Covenant Violation Enforcement Policy and Procedure. A request for a hearing does not toll the cure period unless the Board agrees otherwise in writing.

## **VIII. Fees and Enforcement**

The following fees apply to a shipping container placed, or remaining, on a lot without current Board approval:

| <b>Item</b>                                                                                                       | <b>Amount</b>                                                                                                                                             | <b>Authority</b>                                                                          |
|-------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|
| Placement without prior Board approval (initial fine)                                                             | \$250 flat, one-time                                                                                                                                      | Board rulemaking authority (Bylaws Art. II §2(b) / Art. VI §1(b)) — not a CCR entitlement |
| Continued placement without approval (recurring) — each additional 30 days until an approval request is submitted | \$50 / 30 days                                                                                                                                            | Board rulemaking authority (Bylaws Art. II §2(b) / Art. VI §1(b)) — not a CCR entitlement |
| Non-compliant container after the Section VI cure period expires (recurring)                                      | \$50 / 30 days                                                                                                                                            | Board rulemaking authority (Bylaws Art. II §2(b) / Art. VI §1(b)) — not a CCR entitlement |
| Board-arranged screening, relocation, or removal after the cure period expires                                    | Actual contractor cost, billed and lienable                                                                                                               | CCR §XI(c)                                                                                |
| Interest on unpaid abatement costs after demand                                                                   | 8% per annum                                                                                                                                              | CCR §XI(c)                                                                                |
| Collection costs / attorneys' fees, if unpaid                                                                     | Actual cost                                                                                                                                               | CCR §XI(c)                                                                                |
| Lien recording, if payment not made after demand                                                                  | Actual recording cost + amount owed (recording cost currently \$303.50 for the lien and \$303.50 for the release, \$607.00 total, including notarization) | CCR §XI(c); foreclosable as a mortgage foreclosure                                        |

These figures are also stated in the Association's Fee and Fine Schedule, Section 3, which this Policy implements. In the event of any conflict between this Policy and the Fee and Fine Schedule, this Policy controls as to process, and the Fee and Fine Schedule, as most recently amended by Board resolution, controls as to the dollar amounts.

## **IX. Appeals**

An owner may appeal a determination made under this Policy by following the Board Decision Appeals Policy and Procedure (Resolution No. 2026-10).

## **X. Recordkeeping**

The Board maintains a file for each shipping container reviewed or enforced under this Policy: the approval request (if any), the Board's decision, notices sent, cure period deadlines, hearing requests, and fines assessed. Records are available for member inspection per Bylaws Article IX, Section 2.

## **XI. Adoption and Amendment**

This Policy was adopted by Board Resolution No. 2026-19. It may be amended from time to time by resolution of the Board of Directors, consistent with Bylaws Article VI, Section 1(b), without requiring a vote of the membership, provided any amendment does not conflict with the Bylaws or CCRs.

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\_\_\_\_\_  
President, Sun Ranch Owners' Association — Date: \_\_\_\_\_

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\_\_\_\_\_  
Secretary, Sun Ranch Owners' Association (Attest) — Date: \_\_\_\_\_

**SUN RANCH OWNERS' ASSOCIATION**  
**Resolution of the Board of Directors — Third-Party Collections Agency Referral**  
**RESOLUTION NO. 2026-20**  
Adopted: \_\_\_\_\_, 2026

**WHEREAS**, the Association is a nonprofit corporation organized under the laws of the State of Washington, governed by its 1997 Bylaws and by the 1970 Restatement of Declaration of Covenants, Conditions, and Restrictions (the “CCRs”) applicable to the Sun Ranch subdivision, Okanogan County, Washington;

**WHEREAS**, the Board has adopted a Dues Collection Policy and Procedure (Resolution No. 2026-08, as amended) establishing a collection escalation process for delinquent annual assessments, consisting of a statutory notice of delinquency, followed by lien recording and/or Small Claims Court action as the Board determines for each account, and statutory lien foreclosure;

**WHEREAS**, the Board has observed that Small Claims Court, while an effective collection tool, requires a Board member to file, arrange formal service, and personally appear at a hearing, and that this can be impractical for accounts where the owner cannot be located or reached at the address on file, where a balance has accumulated across multiple assessment years, or where an out-of-state owner makes formal service and hearing attendance burdensome;

**WHEREAS**, a licensed third-party collections agency, operating under the Washington Collection Agency Act (RCW 19.16), can provide an additional, complementary collection tool for such accounts — including skip-tracing owners who cannot be located, negotiating payment plans, and reporting delinquencies to credit bureaus — without requiring a Board member to appear in court;

**WHEREAS**, Bylaws Article VI, Section 1(b) authorizes the Board of Directors to conduct, manage, and control the affairs of the Association and to make such rules and regulations as it deems best, not inconsistent with law, the articles of incorporation, or the Bylaws, and Bylaws Article VIII, Section 4 and CCR Section VII(d) authorize the Association to charge interest, collection costs, and fees on delinquent accounts as a lien against the property;

**WHEREAS**, the Board wishes to confirm the Board-discretionary Third-Party Collections Agency Referral step in the collection escalation process of the Dues Collection Policy and Procedure, and the corresponding line item in the Fee and Fine Schedule;

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Directors of Sun Ranch Owners' Association hereby resolves as follows:

**1. Adoption.** The Board confirms and adopts Section III.C (Third-Party Collections Agency Referral) of the Dues Collection Policy and Procedure, positioned between Section III.B (Lien Recording) and Small Claims Court (Section III.D), with Statutory Lien Foreclosure as Section III.E, together with Letter 2A (Third-Party Collections Agency Referral Notice) in the Policy's letter templates. These provisions are set out in the Dues Collection Policy and Procedure adopted under Resolution No. 2026-08, which is incorporated by reference.

**2. Discretionary Nature.** Referral of a delinquent account to a licensed third-party collections agency under Section III.C is at the Board's discretion and is not a mandatory step. The Board retains full discretion, whether or not a lien has been recorded under Section III.B, to proceed directly to Small Claims Court under Section III.D, to refer an account to collections under Section III.C, or to use both tools for the same account, as it determines appropriate based on the circumstances of that account.

**3. Fees.** Any fees or costs charged by a collections agency retained by the Association are added to the amount owed by the delinquent owner and are billable and lienable as a collection cost on the same basis as other collection costs described in the Dues Collection Policy and Procedure and the Fee and Fine Schedule, consistent with Bylaws Article VIII and CCR Section VII(d).

**4. Vendor Selection.** The Board shall select a collections agency licensed to do business in Washington State consistent with the Washington Collection Agency Act (RCW 19.16), and may use the Association's Bid Solicitation Policy and Procedure to select and periodically review its collections agency vendor.

**5. Amendment of Related Documents.** The Board confirms the line item for third-party collections agency fees in the Fee and Fine Schedule (Section 1), as set out in the Schedule adopted under Resolution No. 2026-18.

**6. Effective Date and Notice.** This Resolution becomes effective immediately upon adoption. The Secretary shall provide written notice of this change to the membership.

**7. Severability.** If any provision of this Resolution is later determined to be unenforceable or inconsistent with the Bylaws or CCRs, the remaining provisions shall continue in full force and effect.

**ADOPTED** by the Board of Directors of Sun Ranch Owners' Association on the date first written above.

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President, Sun Ranch Owners' Association — Date: \_\_\_\_\_

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Secretary, Sun Ranch Owners' Association (Attest) — Date: \_\_\_\_\_

# SUN RANCH OWNERS' ASSOCIATION

## Tree & Vegetation Maintenance Responsibility Within Easements

*A Guide for Members — Board of Directors Policy Statement*

*Adopted by the Board of Directors on \_\_\_\_\_, \_\_\_\_\_.*

### **Purpose of This Notice**

Questions have come up about who is responsible for maintaining trees and vegetation within easements that cross privately owned lots. Some members have understood the Association (the Board) to be responsible for all tree work within an easement, simply because an easement exists there. This notice explains how the Association's governing documents — the Declaration of Covenants, Conditions, and Restrictions (“CC&Rs”) and the Association Bylaws — actually assign that responsibility, and clarifies the Board's policy going forward.

### **The Key Point: An Easement Is a Right, Not a Land Type**

The CC&Rs recognize only two classifications of land within the Subdivision: “Lot” and “Common Area.” An easement does not create a third category. When an easement crosses a privately owned lot, that land is still the owner's Lot — the easement simply gives the Association (or another party) the right to use or access that portion of the lot for a specific purpose, such as utilities, drainage, or access.

*CC&Rs, Section I(a)-(b): defines “Lot” and “Common Area” as the only two land classifications used throughout the Declaration.*

Section I(c) does contemplate that a recorded plat could show a parcel under some other specific land classification, which the Declarant must convert to “Lot” or “Common Area” by Supplemental Declaration before it fits this framework. That is a narrow, plat-specific question, not the typical case — a utility, drainage, or access easement is ordinarily a right recorded over land that is already platted as a Lot, and the analysis below applies to that typical case.

Because an easement does not change who owns or is responsible for the underlying land, the general maintenance rule in the CC&Rs still applies to easements located on a member's lot.

### **General Rule: Lot Owners Maintain Their Own Property**

The CC&Rs are direct on this point:

*CC&Rs, Section IV(c) — Maintenance of Property: “All property within the Unit and Subdivision, including the common Areas, and all improvements on any such property shall be kept and maintained by the owner thereof in clean, safe, attractive and slightly used condition and in good repair. Common Areas shall be maintained by the Association notwithstanding the fact that the Common Areas may not have been conveyed to the Association by Declarant.”*

Common Areas are the only carved-out exception to this rule — those are maintained by the Association. A privately owned lot with an easement running across it is not a Common Area, so routine tree and vegetation maintenance within that easement remains the lot owner's responsibility, the same as any other part of the lot.

### **The Narrow Exception: Certain Utility Easements**

The Association does take on maintenance responsibility for one specific category of easement:

*CC&Rs Section VII(b) — Association Purposes: the Association is responsible for the operation, maintenance, repair and upkeep of Common Areas and community facilities within the Unit and Subdivision, "and on the appurtenant drainage, slope, and other utility easements reserved by Declarant." This CC&Rs-assigned duty is carried into the Association's own powers through Bylaws Article II, Section 2(c), which authorizes the Board "to exercise the powers and functions granted to it in the recorded restrictions of each unit in the subdivision" — Section 2(c) is the incorporating mechanism, not an independent source of the drainage/slope/utility duty.*

This exception is limited to drainage, slope, and utility easements that were reserved by the original Declarant — it does not extend to every easement on every lot. Access ways, such as the pedestrian and equestrian paths described in Section II(d) of the CC&Rs, are access rights, not maintenance assignments, and remain the lot owner's responsibility to maintain.

### **Hazard Trees: A Different Situation**

The Board treats hazard trees — dead, diseased, structurally compromised, or otherwise posing a genuine safety risk — differently from routine trimming, but not because the CC&Rs make hazard removal the Board's job.

Three provisions are relevant:

- Section IV(c) — Maintenance of Property: obligates every lot owner to keep their property, including any tree or vegetation on it, in a "safe" condition and "in good repair." A dead, diseased, or structurally compromised tree that has become a hazard is a failure of that same ongoing maintenance obligation — the provision that assigns routine tree care to the owner is the same one that requires the resulting condition to be safe. This is the most direct textual basis for treating a hazard tree as an owner obligation.
- Section IV(e) — No Hazardous Activities: separately prohibits any activity conducted, or improvement constructed, on a lot that is or might be unsafe or hazardous. Its text runs to activities and constructed improvements, so it most clearly applies where an owner's action — improper cutting, burning, or clearing, for example — creates the hazard, and it reinforces Section IV(c) in that situation.
- Section XI(c) — Enforcement: gives the Association the right to enter a lot where a violation of Section IV(c), Section IV(e), or any other covenant, restriction, or condition exists, and to abate or remove the condition causing it — with the cost billed back to the lot owner.

### **Board Policy**

When a genuine hazard tree or hazardous low-hanging limb is identified — one that threatens safety on a road, path, or shared area — the Board may act proactively under its Section XI(c) authority rather than wait for the owner to address it, given the safety stakes involved. This is a Board choice made in the interest of member safety and liability, not a responsibility the CC&Rs assign to the Association. Where practical, costs may be billed back to the responsible lot owner as the governing documents allow.

Separately, Bylaws Article II, Section 2(e) gives the Board general authority "to care for vacant, unimproved or unkept lots." This is a distinct power from the hazard-tree framework above — it applies to vacant or unimproved lots generally, not specifically to easements — and the Board may rely on it independently where a lot qualifies.

## Summary Table

| <u>Situation</u>                                                                                         | <u>Who is Responsible / Basis</u>                                                                                                                                                                                                            |
|----------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Routine trimming, clearing, or general upkeep of trees/brush within an easement on a privately owned lot | Lot owner — Section IV(c): owner maintains all property on the lot, including Common Area exceptions only                                                                                                                                    |
| Utility, drainage, or slope easement reserved by the Declarant                                           | Association — CC&Rs Section VII(b), incorporated as an Association power via Bylaws Article II, Sec. 2(c); Association maintains these specific easement types                                                                               |
| Hazard tree (dead, diseased, structurally unsound, or posing a safety risk) on a lot                     | Lot owner is obligated to resolve; Board may step in — Section IV(c) requires safe/good-repair condition; Section IV(e) reinforces where an owner's activity creates the hazard; Section XI(c) lets the Association abate and bill the owner |
| Access ways (pedestrian/equestrian paths)                                                                | Lot owner maintains; Association/public retain right of use — Section II(d), an access right only, not a maintenance assignment                                                                                                              |

## What This Means for Members

Given the Association's limited time and resources, the Board will apply this policy consistently:

- Routine tree and brush maintenance within an easement on your lot is your responsibility, the same as any other landscaping on your property.
- The Association retains the right to access easements on your lot for its own maintenance, inspection, or utility purposes — this right of access does not shift the maintenance duty to the Association.
- If you believe a tree on your lot has become a genuine hazard, please report it to the Board so it can be evaluated. Routine trimming and clearing requests should not be submitted as “hazard” reports.
- The Board reserves its rights under Section XI(c) to abate a confirmed hazard and bill the associated costs to the lot owner where the owner has not acted.

## Questions

If you have questions about a specific easement on your lot, or believe your situation falls into the drainage/slope/utility exception described above, please contact the Board so the specific easement and its origin (as shown on the recorded plat or any Supplemental Declaration) can be reviewed.

*This notice is a plain-language summary of the Association's governing documents provided for member convenience. It is not a substitute for, and does not modify, the recorded Declaration of Covenants, Conditions, and Restrictions or the Association Bylaws, which control in the event of any conflict.*

## Adoption and Amendment

This policy was adopted by the Board of Directors of the Sun Ranch Owners' Association as an interpretive and enforcement guide under the Board's rulemaking authority (Bylaws Article II, Section 2(b) and Article VI, Section 1(b)) and is effective upon adoption. It does not amend the CC&Rs or Bylaws and may be amended from time to time by vote of the Board.

Adopted by the Board of Directors on \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
President, Sun Ranch Owners' Association

\_\_\_\_\_  
Secretary, Sun Ranch Owners' Association

**PART II**  
**BUILDING APPROVAL FORMS FOR BOARD REVIEW**

Standing monthly item (Agenda Item 9). Each Building Approval Form received at least 7 days before the meeting is attached behind this page, with its plans and attachments, for the Board's vote to approve, approve with conditions, or deny.

If nothing is attached behind this page, no Building Approval Forms were received by the cut-off date for this meeting.