

THE TEAL LAKE VILLAGE ASSOCIATION (TLVA)

COMPLIANCE POLICY WITH FINE & FEE SCHEDULE

In July 2016 the TLVA Board voted to "establish and adopt a fine system for non-compliance of Village rules," This TLVA Compliance Policy with Fine and Fee Schedule is intended to govern conduct on TLVA Limited Common Areas. It complements the South Bay Community Association (SBCA) Enforcement Policy which governs conduct on Homeowners' Lots. Together these policies govern homeowner conduct within the entirety of TLVA.

All members of TLVA are subject to the TLVA Supplemental Declaration of Covenants, Conditions, Restrictions, Assessments, Charges, Servitude, Liens, Reservations and Easements for the Plat of Teal Lake Village as recorded in Jefferson County and any amendments thereto ("CC&Rs"), Articles of Incorporation, Bylaws and Rules, including the Design Standards of SBCA (together, the "Governing Documents"). All members of TLVA and their guests and tenants are required to comply with the Governing Documents as they may be amended from time to time. Failure to comply may result in the issuance of fines, actions to recover sums due for damages or injunctive relief, or both, enforceable by TLVA, through its Board of Directors (the "Board") against the party failing to comply. Members are responsible for ensuring their tenants and guests comply with the Governing Documents.

The Board encourages homeowners to amicably resolve issues directly, neighbor to neighbor, however there are times, for a variety of reasons, when that is not possible. When issues cannot be resolved between Members they typically turn to the HOA Board for remedy, The Board has created this Compliance Policy to address problem resolution of neighbor issues, and the broader issues relating to our Governing Documents.

This Compliance Policy addresses TLVA Limited Common Area only; violations that occur on a member's lot are covered by SBCA Enforcement Policy with Fine & Fee Schedule. For the purposes of this policy "Limited Common Area" means any area owned in common by TLVA residents including land in Tracts A, B, C, D, E, F, G, H, I and J as noted on the attached Plat Amendment to Teal Lake Village (see Appendix A). Regarding any Member's lot for which there is a registered Permissive Land Use Agreement (PLUA) please be advised that the ownership of land included in any PLUA rests with TLVA and thus is TLV Limited Common Area; additionally, homeowners must comply with the language included in their individual PLUA.

This policy applies prospectively only, *ie.*, to acts and conduct occurring after the date this policy was adopted.

Fine & Fee Schedule - Fines and fees will be imposed as follows:

- ARC Related Violations:** All members in TLVA are required to apply for and receive TLVA Board approval for an alteration to the Limited Common Area, whether it is regarding landscaping changes (additions or removals) or alterations or removals of trees. No changes or deviations in the scope of work once approved shall be made without prior written approval of the TLVA Board. *Or explain why more time is needed.

<u>ARC Violations</u>	<u>1st Notice of Violation</u>	<u>Notice of Failure to Correct</u>	<u>Continuing Violations</u>
Failure to apply for and receive approvals prior to commencement of work	Warning letter and member must submit a proper application within 10 days*	\$50 Fine and member must submit a proper application	\$50/week fine until proper application is submitted
Changes or deviation in the scope of work	Warning Letter and member must submit a proper application within 10 days*	\$50 Fine for failure to cease & desist work and/or submit an updated applications within 10 days*	\$50/day fine for continuing work prior to approval of updated application by TLVA ARC
No application submitted, and or actions are not allowed by the governing documents.	Warning Letter, Cease & Desist Letter and member must submit a proper application within 10 days*	\$100 Fine for failure to cease & desist work and/or submit an updated applications within 10 days*	\$50/day fine for continuing work prior to approval of updated application by TLVA ARC
Violations concerning removal, trimming, topping or damaging trees or vegetation.	Up to \$5,000 fine per tree or vegetation.		

- Conduct Violations:** All members must also comply with requirements of the Governing Documents that do not require TLVA Board approval including but not limited to *Pet Related issues* (e.g., off leash, failure to clean up after pet, aggressive animal); *Parking Issues* (e.g. trucks, trailers, recreational vehicles, campers and boats) *Nuisances* (e.g, rubbish or debris stored on lot, loud noises, feeding wildlife).

<u>Conduct Violations</u>	<u>1st Violation</u>	<u>2nd Violation</u>	<u>3rd & Subsequent Violations</u>
As found in the Governing Documents (CC&R 10.5)	Warning	\$25 Fine	\$100 fine

Rules and Regulations:

The following Rules and Regulations are extracted from the Supplemental CC&Rs to assist Homeowners in understanding the Rules and Regulations to which they are subject under the Supplemental CC&Rs and Rule 8. Homeowners are additionally subject to the SBCA Enforcement Policy which covers Rules and Regulations found in the Master Declaration and Design Standards that do not require TLVA Board approval. These include but are not limited to Pet Related Issues [e.g, off leash, failure to pick up after pet, aggressive animal], Parking Issues (Trucks, Trailers, RVs, Campers, Boats), Nuisances (Rubbish and debris stored on Lots, loud noises, feeding wildlife). Homeowners are encouraged to familiarize themselves with the SBCA Design Standards and the Master Declaration, particularly Chapter 4, where many of the Regulations are found.

Fines stated above are in addition to, and not in lieu of any right of TLVA to require members to remedy violations of the Governing Documents, to charge members for remedial action taken by TLVA, or any remedy available to TLVA by law.

Teal Lake Village Supplemental Declaration:

4.3 Master Declaration ARTICLE 4 -Land Use and Covenants: Notwithstanding anything to the contrary therein, all Lots are subject to all provisions of the Master Declaration, including those provisions relating to Land Use set forth in Article 4 thereof.

4.4 Right of Entry: During reasonable hours and upon reasonable notice to the Owner Resident or Occupant of a Lot, any Member of the Board of the Teal Lake Village Association or any authorized representative of it, shall have the right to enter upon and inspect any Lot, and the improvements thereon, except for the interior portions of any Dwelling Unit, for the purpose of ascertaining compliance with the Master Declaration or this Supplemental Declaration.

4.5 Prefabricated Buildings: No prefabricated, modular or manufactured building or structure of any nature, whatever permanent or temporary, shall be moved or placed or assembled or otherwise maintained on any Lot.

4.6 Removal of Weeds and Debris: Each Lot owner irrevocably grants to the Teal Lake Village Association the right at its option to remove any weeds or debris from Lots in the subdivision.

4.7 Unnatural Drainage: Under no circumstances shall any Owner, Resident or Occupant of any Lot be permitted to deliberately alter the topographic conditions of the Lot in any way that would adversely affect the approved and constructed storm drainage system.

4.8 Animals: In addition to the provisions contained within Paragraph 4.2.2. of the Master Declaration, no pets (as defined in Paragraph 4.2.2) shall be housed or confined outdoors. No structures for the care, housing or confinement of any Pet shall be erected or maintained on any Lot within Teal Lake Village.

4.9 Sewer Connection: There shall be no on-site septic systems within Teal Lake Village.

4.10 Prohibition of Parking Within Private Driveways and Cul-de-Sacs: To ensure access by emergency vehicles, there shall be no parking within the private roadways located within Tracts C, D and E. The Teal Lake Village Association shall have the right to remove or have removed, any vehicle or other obstruction from said Tracts at any time. The cost associated with any such removal shall be paid immediately by the owner of the vehicle or obstruction.

4.11 Pesticides and Herbicides: Pesticides and Herbicides will only be applied by applicators licensed by the Washington State Department of Agriculture consistent with the requirements of the RCW 17.21 and RCW 15.58. Herbicides, pesticides and fungicides with the shortest hydrolysis, half-life will be used. A two week half-life is desirable. Pesticides appearing on the U.S. Environmental Agency's "Priority List of Leaching Pesticides" will not be used. Herbicides, pesticides, and fertilizers will be applied during the dry summer season rather than winter runoff periods.

4.12 Landscaping: Whenever possible, native shrubs and plants will be utilized for landscaping and planting on those portions of the development not used for residential use.

4.14 Disputes: The Teal Lake Village Association shall have jurisdiction over activities permitted on Teal Lake Village Association land and Limited Common Areas. All disputes, complaints or matters of change in existing or future use restriction shall be submitted to the Board for determination, unless otherwise provided in the Master Declaration to be within the authority of the Architectural Review Committee. The decision of the Board or Architectural Review Committee shall be final.

4.15 Osprey Conservation Tract and Development Restrictions: At the time of recording this Supplemental Declaration, there was an active Osprey nest located within Tract C as shown and designated on the recorded Teal Lake Village Final Plat. Tract C has, accordingly, been established by Declarant, as an Osprey Conservation Tract. The following covenants and restrictions shall be imposed upon Tracts C and D, lots 74-78, inclusive and Lots 84-91, inclusive, for as long as Osprey protective measures are dictated for the site by Washington law.

A. *Vegetation removal:*

1. Within the 100 foot radius of the Osprey nest tree, as designated on Exhibit B, there shall be no removal of native vegetation, except in an emergency to prevent danger to persons or property. Time permitting, any such emergency removal shall require the prior consent of Jefferson County Planning Department.
2. Between the 100 foot radius and the 200 foot radius of the Osprey nest tree, as shown on Exhibit B, (1) at least 75% of all native vegetation shall be retained in Tracts C and D, and (2) at least 25% of all native vegetation shall be retained on lots 77,78,87 and 88.

B. *Construction Restrictions:*

1. Within the 100 foot radius of the Osprey nest tree, as designated on Exhibit B, there shall be no clearing, grading, logging or construction activity, except in an emergency to prevent danger to persons or property. Time permitting, any such emergency removal shall require the prior consent of the Jefferson County Planning Department.
2. Between March 1 and July 30, there shall be no clearing, grading, logging or construction activity of any kind within the 100 foot radius of the Osprey nest tree. This restriction impacts Tracts C and D and lots 77, 78, 87 and 88.
3. Between March 1 and July 30, there shall be no construction activity within the 200 to 400 foot radius of the Osprey nest tree during any year when the nest is active, with the exception of the installation of the building foundations. This restriction impacts Tracts C and D and lots 74-78, inclusive, Lots 84-87, inclusive and lots 89 - 91.

10.1 Lots - Teal Lake Association Lands and Limited Common Areas:

C. All landscaping and lawn maintenance of each lot. Notwithstanding anything to the contrary herein, each owner shall be responsible for maintaining in good condition and repair their residence, both exterior and interior, including, but not limited to, exterior paint, siding, roof and glass, together with any courtyard area, gardens or patio.

10.3 Maintenance of Private Driveways: There are several private driveways located within Teal Lake Village serving several Lots each. The following is a schedule of the private driveways and lots they serve, as denoted on the Final Plat of Teal Lake Village.

<u>Driveway</u>	<u>Lots Served</u>
Tract G	1,2,3,4
Tract H	55,56
Tract I	40,41
Tract J	77,78

The cost and expenses of maintenance of the driveways shall be shared equally by the Owners of lots served by the driveways as set forth above. No Owners may refuse to pay a prorated share of any reasonable cost or expense associated with maintenance or repair of the driveways.

10.5 Improper Maintenance and Use of Lots: In the event any portion of any lot is used or maintained so as to present a public or private nuisance, or as to substantially detract from the appearance or quality of the surrounding lots, or in the event any portion of a Lot is being used in a manner which violates the Master Declaration or this Supplemental Declaration applicable hereto, or in the event the Owner of any lot is failing to perform any of its obligations under the Master Declaration or this Supplemental Declaration, the Board may by resolution make a finding to the effect, specifying the particular conditions which exist, and giving notice to the offending Owner that unless corrective action is taken within fourteen (14) days, the Board may take such action at said Owner's cost, which costs and expenses shall be immediately charged to the Owner and shall be payable in accordance with the time period set by the Board. A lien shall secure repayment and be enforceable in the same manner as other Assessments provided for herein.

13.1 Maintenance Easement: An easement is reserved and granted to the Teal Lake Village Association, its Officers, Directors, agents, employees and assigns, upon, across, over in and under Teal Lake Village Association land, Limited Common Areas and Lots to enable Teal Lake Village Association to perform the duties and functions which it is obligated or permitted to perform pursuant to this Supplemental Declaration.

13.2 Future Utility Easements: Commencing at the termination of the Development Period, the Teal Lake Village Association shall have the right to grant easements, licenses and permits upon, across, over and under Teal Lake Village Association land and limited Common Areas for drainage and for the installation, replacement, repair and maintenance of utilities, including but not limited to, water, sewer, gas, telephones, electricity and cable television systems; providing said easements, licenses and permits shall be: Consistent with the intended use of said properties. Reasonably necessary or desirable for the proper use, maintenance and operation of said properties. Substantially without adverse effect on the enjoyment of said properties by the members.

13.4 Maintenance of Walls, Improvements and Easements: An easement is reserved and granted in favor of Declarant, the Teal Lake Village Association, their successors, assigns, employees and agents, upon, over and across each lot adjacent to any boundaries of the Teal Lake Village Association Land or Limited Common Areas for reasonable ingress, egress, installation, replacement, maintenance and repair of any improvement which Declarant may construct or cause to be constructed on or near any such property.

Procedures for Notice of an Alleged Violation:

Complaints Regarding Conduct Violations and/or Possible Governing Documents Violations. No fines will be levied until a homeowner is notified in writing of a possible Violation and provided an opportunity to be heard before the Board. When the Board receives information suggesting that there has been a Violation of the Governing Documents, the Board shall take the following actions:

1. **Notification of Investigation of Complaint:** Upon receiving a Complaint Notification, the TLVA Board will determine which Board Member or Board Designee will address the Complaint and the Board will send the involved homeowner a Notice of Investigation of Complaint which will detail the nature, description and location of the alleged Violation or concern and seek comment.
2. **Preliminary Finding I 1st Notice of Non-Compliance:** After due review by the Board a Notice of Preliminary Finding/ 1st Notice of Non-Compliance letter will be sent to the homeowner. If after this preliminary review the Board finds no Violation, the letter will state so and no further action will be taken. However, if upon review the Board finds the existence of a Violation of the Governing Documents the letter will detail the nature, description and location of the Violation; the necessary corrective action to remedy the Violation; a time within which the Violation should be remedied, and the possible consequences should the Violation continue; a Request for Hearing form will accompany the mailing.

3. ***Notice of Failure to Correct:*** If the homeowner fails to comply with the corrective action stated in the Notice of Preliminary Finding/ 1st Non-Compliance Letter, the member shall be subject to a fine as provided in the Fine and Fee Schedule above. The member will be sent a 2nd Non-Compliance letter along with a Request for Hearing form, allowing the homeowner the opportunity to be heard if they disagree that they are still in non-compliance. If the violation is corrected within 10 days from the 2nd Notice, no further action will be taken.
4. ***Continuing Violation:*** Failure to comply with the corrective action stated in the 2nd Non- Compliance Letter within the prescribed time frame shall constitute a Continuing Violation and the homeowner shall be subject to additional fines as outlined in the Fine and Fee Schedule above. The Board may impose a continuing monetary fine until the infraction or Violation has been remedied.
5. ***Request for Hearing:*** During the aforementioned process the homeowner may submit, within fourteen (14) days of the date of the Non-Compliance Letter, a Request for Hearing, which shall include a brief description for the reason and basis for an appeal and a list of the names of anyone attending the hearing on the homeowner's behalf. Failure to request a hearing within the time set by the Board is a waiver of the member's right to challenge the determination that a violation occurred or the imposition of a fine. Upon showing that a member should have a longer period of time in which to request a hearing, the Board may, at its discretion, allow more time for the member to request a hearing. If the homeowner plans to have counsel attend the Hearing the Board must be notified not less than seven (7) days prior to the agreed-upon date so they may, at their discretion, have TLVA counsel present.
6. ***Notice of Hearing:*** When the Board has received a timely request for hearing, it will provide the affected member with written Notice of a Hearing before the Board regarding the violation or proposed action. The hearing shall normally be set not less than 10 nor more than 30 days after the receipt of the timely request for hearing and shall be set between the hours of 8:00 a.m. and 6:00 p.m. The Notice of Hearing shall include (a) a statement of violation, (b) the proposed action and/or fine, (c) the date, time and place of the hearing, (d) any time limits upon the presentation of evidence; and (e) whether the affected owner may offer a written statement in lieu of appearance.
7. ***Continuance of Hearing.*** Once a hearing has been requested and set in accordance with paragraph 6, the Board shall have discretion to allow or disallow a continuance of the hearing at the request of the member. Failure to appear at the hearing shall constitute waiver of the opportunity to be heard.
8. ***Attorneys.*** If the member intends to have an attorney present at the hearing, the owner must notify the Board at least seven (7) days prior to the hearing so that at its discretion, TLVA may arrange to have counsel present.

9. **Hearing Procedures.** The Board may decide whether the hearing will be an open or closed hearing. At the hearing, the affected member shall have a reasonable amount of time under the circumstances to present evidence and argument to the Board regarding the violation. The member may invite those who have been listed on the Request for Hearing to attend the hearing and speak on their behalf. Specific time limits may be set out in the Notice of Hearing. Additional time may be granted by the Board in its discretion. Presentation of evidence or argument shall be subject to reasonable rules of procedure determined by the Board to assure a prompt and orderly resolution of the issue. Other members or witnesses may be allowed to present evidence or argument about the alleged violation or **in** support of or opposition to the imposition of fines in accordance with procedures established by the Board, or at the discretion of the Board. During the Hearing public comments will generally be limited to three (3) minutes.
10. **Decision of the Board and Notice of Decision:** The Board will meet in Executive Session to make its decision on whether a violation has occurred. Once decided, the Board will send the homeowner a Notice of Decision noting their determination of whether no Violation occurred, whether they are in Violation and when appropriate, assessment of a fine as outlined in the Fine and Fee Schedule above. This letter will also note whether the homeowner may request a reconsideration of the Board decision. The Board shall endeavor to send the Notice of Decision in the same manner in which the Notice of Hearing was given, and within 21 days of the hearing. If the Board determines that it needs more time to make its decision, it will notify the affected member(s). The Board may, at its discretion, also send a copy of the decision letter to the complaining party. Any fines imposed after a hearing shall become due on the first of the month following the Notice of Decision, unless the notice of decision states otherwise.
11. **Request for Reconsideration.** The member is not entitled to a new hearing; however, the member may request reconsideration of the Board's decision upon showing that something has been overlooked. The member must submit a letter to the Board within 10 days of Notice of Decision, stating the reasons why reconsideration is requested. The Board will review this information and will use its best efforts to render a decision promptly.
12. **Multiple Violations prior to Hearing.** One or more violations of the Governing Documents and/or proposed fines may be combined and heard in one enforcement hearing, if convenient to the Board. Once a hearing is set for one or more alleged violations, additional alleged violations and fines occurring subsequent to the initial notice(s) of violations and prior to the date of the hearing may also be heard at the scheduled hearing, at the discretion of the Board.

13. ***Continuing Violation:*** Any ongoing violations will be reviewed by the Board or its designee(s) prior to any further penalties being assessed.
14. ***Member Responsibilities:*** Members are responsible for the conduct of their guests, tenants, agents, contractors and invitees. If a non-owner occupant of a lot is in violation of the Governing Documents any letter(s), or other notice(s) will be sent to the homeowner who is responsible for notifying his or her tenants or occupants, paying any fines, and taking corrective action.

No Waiver/ Not Exclusive Remedy

The foregoing shall not be deemed a waiver of any right to enforce or take any other action available under the Governing Documents or at law. The sanctions, fines, fees, interest and penalties set out herein are in addition to, and not in lieu of, other remedies or sanctions available to the Board by law or by the Governing Documents.


Fines are Assessments

TLVA members shall be financially responsible for all fines, damages and other amounts assessed resulting from their own actions, and the actions of their tenants, guests or occupants. Fines imposed under this policy constitute assessments under the Governing Documents and may be enforced as such, including but not limited to the imposition of late fees and interest and the placement of a lien on the member's property.

Costs Incurred in Enforcement


In addition to the sanctions set forth above, all costs incurred in enforcing the Governing Documents, including, but not limited to, attorneys' fees, interest, recording fees and other costs incurred in collecting fines or attempting to obtain compliance with the Governing Documents constitute assessments and may be collected in the manner for collection of assessments.

The Enforcement Policy with Fine and Fee Schedule was amended by the TLVA Board by vote on April 10, 2024 and posted on the Village website tlva.net or emailed to all owners.



Date: 5/13/24

Ric:b-int Meryhew □ Praideat, Teal Lake Village Home.owners Association



Date: 5/14/24

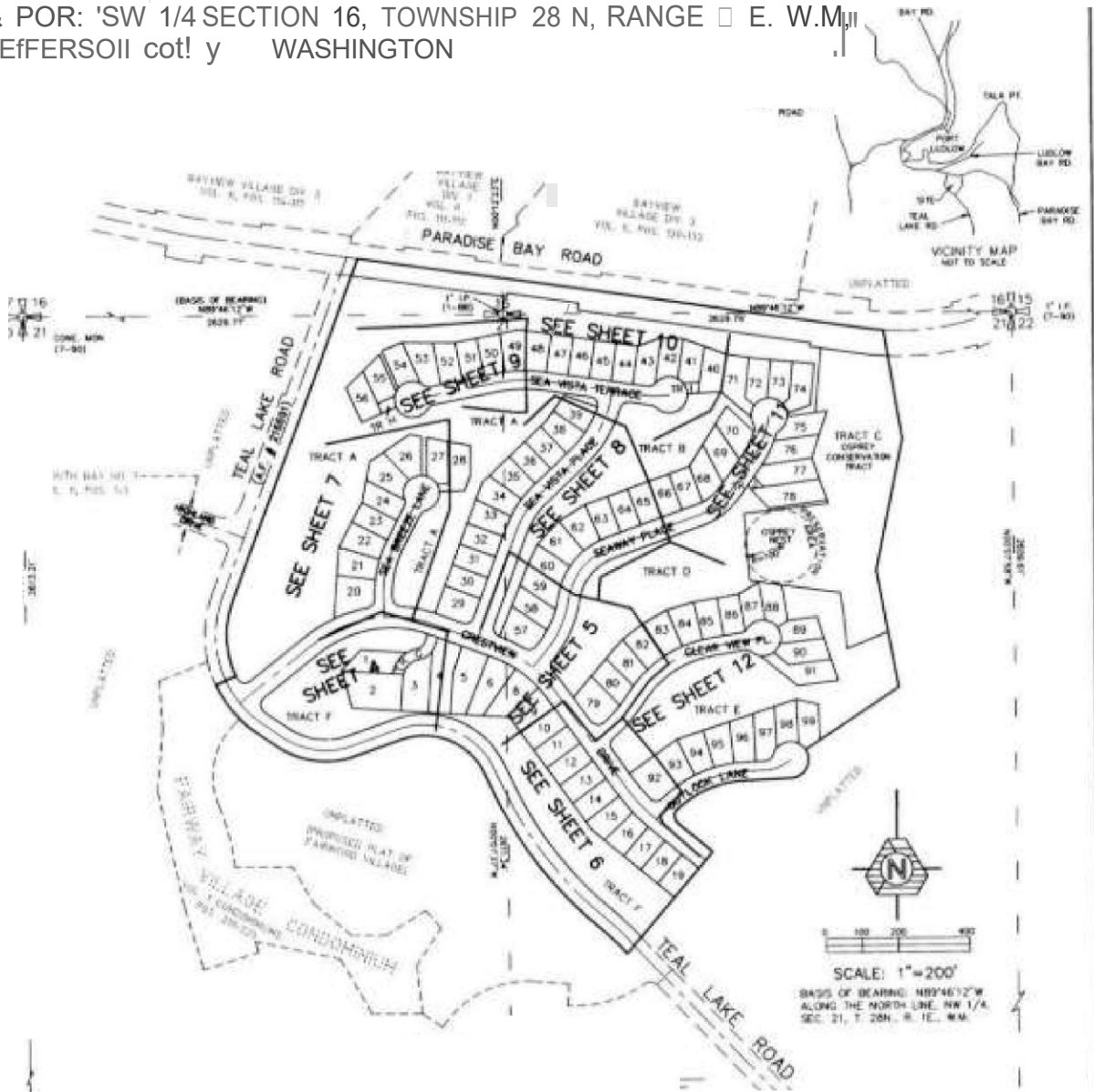
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PLAT AMENDMENT NO.

TRIAL & COMPLIANCE WITH R.L. 1978

POR NE 1/4 & NW 1/4 SECTION 2, TOWNSHIP 28, RANGE 1 E. W.M.
 & POR: 'SW 1/4 SECTION 16, TOWNSHIP 28 N, RANGE 1 E. W.M.,
 JEFFERSON COUNTY WASHINGTON

THIS PLAT IS BEING AMENDED TO:
 1. REVISE LOTS 1 THRU 9, TRACTS F & G INTO LOTS 1 THRU 6, 8 & 9 AND TRACTS F & G. (SEE SHEETS 4 & 5 OF 12)
 2. REVISE LOTS 38 AND 39 AND TRACT A. (SEE SHEET 8 OF 12)



SHEET INDEX

JOB NO. 91-156
 TRIAD ASSOCIATES INC
 11415 NE 128th STREET
 KIRKLAND, WASH. 98034
 (206) 821-8448



VOL/Pg
 1982

INSTRUMENTATION FOR THIS SURVEY WAS A 1" MINUTE THEODOLITE AND ELECTRONIC DISTANCE MEASURING UNIT. PROCEDURES USED IN THIS SURVEY WERE FIELD TRAVERSE, MONITORING OR EXCEEDING STANDARDS SET BY WAC 330-130-090.

Date:

To: TLVA Board of Directors (BOD)

From: (optional)

Name: _____

Lot No: _____

Address: _____

RE: Homeowner allegedly violating governing documents:

Name: _____

Lot No: _____

Address: _____

Description of Complaint: (Please cite Governing Documents that are at issue.)

(You may use additional paper or attach any information you may have (such as photos) to this form.)

Signature of Owner(s): (optional)

Date: _____

This form may also be emailed from your email of record to: board@tlva.net or sent to: TLVA Board, PO Box 65011, Port Ludlow, WA 98365. The TLVA BOD will investigate this complaint in a timely fashion.

(for TLVA use)

Action taken by TLVA Board or Designee;

Date:

Teal Lake Village Association (TLVA)
P.O. Box 65011
Port Ludlow, WA 98365

(TLVA Homeowner)
(Address of Record)
(City, State Zip)

Compliance Policy: Notice of Preliminary Determination/ 1st Notice of Non-Compliance
Re: (Property Address or Common Area)

Dear Homeowner,

On _____, you were sent a Notice of Complaint by TLVA Board of Directors (BOD).

After reviewing information, the BOD has made a Preliminary Determination that:

- You are: In Compliance with our Governing Documents. No further action is required.
- You are: In Non-Compliance with our Governing Documents with regard to the Issue(s) listed below.

This letter serves as your 1st Notice of Non-Compliance.

Issue(s) / Violation(s) / Reference(s):

Please correct the above issue(s) by _____ to avoid further action by the TLVA BOD in accordance with the TLVA Compliance Policy, a copy of which may be found at: [TLVA COMPLIANCE POLICY](#). If the above issue(s) have already been corrected please notify the BOD of the date corrective action was taken. If you are in disagreement with the Board's determination you may complete the attached Request for Hearing and send it to the TLVA BOD within 14 days from the date of this letter via email to: board@tlva.net or via USPS to TLVA, P.O. Box 65011, Port Ludlow, WA 98365. If a timely Request for Hearing is not made, a fine shall be imposed pursuant to the TLVA Compliance Policy. Subsequent non-compliance or your continued failure to correct the issue(s) noted may result in the accrual of additional fines.

All Governing Documents are designed to help insure the right of enjoyment and to protect the investment of all TLVA homeowners. If you have any questions or need assistance with submitting a Request for a Hearing, please contact: board@tlva.net

Sincerely,

(Name and Title)

On behalf of the TLVA BOD Date: _____

Teal Lake Village Association (TLVA)
P.O. Box 65011
Port Ludlow, WA 98365

(TLVA Homeowner)
(Address of Record)
(City, State Zip)

Compliance Policy: 2nd Notice of Non-Compliance
Re: (property Address or Common Area)

Dear Homeowner,

On _____ you were sent a 1st Notice of Non-Compliance letter by TLVA Board of Directors (BOD). In that letter you were informed you were in non-compliance with the TLVA Governing Documents because of the issue(s) noted below. You were given ___ days to make corrections but you have failed to do so within the required time period. Failure to remedy Non-Compliance issue(s) shall result in the imposition of a monetary fine in accordance with the TLVA Compliance Policy a copy of which may be found at: [TLVA COMPLIANCE POLICY](#).

Issue(s) / Violation(s) /Reference(s):

With this 2nd Notice of Non-Compliance, the BOD is affording you an additional 10 days from the date of this letter to correct these issue(s) or you may complete and submit the attached Request for Hearing form and submit it **within 14 days** from the date of this letter either by emailing it to: board@tlva.net or by mailing to TLVA BOD, P.O. Box 65011, Port Ludlow, WA 98365. If a timely request for Hearing is not made, a Fine shall be imposed. Continued non-compliance or failure to correct the violation(s) noted above may result in additional fines.

If you have any questions or need assistance with submitting a Request for a Hearing, please contact: board@tlva.net.

Sincerely,

(Name and Title)
On behalf of the TLVA BOD

TEAL LAKE VILLAGE ASSOCIATION (TLVA)

Compliance Policy: Request for Hearing

This form must be received by TLVA Board of Directors (BOD) within 10 days of the date of the accompanying Notice of Non-Compliance letter dated: _____

TO: TLVA Board of Directors (TLVA BOD)

Date: _____

Property Owner(s): _____

Name(s): _____

Lot#: _____

Address: _____

Telephone: L) _ - _

Email: _____

Re: Property Address or Common Area Location of Violation:

Please provide a brief description of the reason and basis of your appeal of the Violations noted in the Notice of Non-Compliance letter dated _____. Please cite specifics and include reasoning from the Governing Documents if appropriate. List the names of anyone attending the hearing on your behalf.

(You may use additional paper or attach any supporting documentation (such as photos) to this form.)



I am Requesting a Hearing to appeal the Violation noted in the accompanying Notice of Non-Compliance letter dated:

Signature of Requesting Homeowner:

_____ Date: _____

This form must be received by TLVA BOD within 10 days of the date of the accompanying Notice of Non-Compliance letter dated: _____

You may send it via *email* to: board@tlva.net, or by mailing to TLVA BOD, P.O. Box 65011, Port Ludlow, WA 98365.

Date:

Teal Lake Village Association (TLVA)
P.O. Box 65011
Port Ludlow, W A 98365

(TLVA Homeowner)
(Address of Record)
(City, State Zip)

Compliance Policy: Notice of Hearing for Governing Document Violation
Re: (property Address or Common Area)

Date / Time / Place of Hearing: _____

Statement of Violation(s):

Proposed Action and/or Fine:

The TLVA Board of Directors (BOD) invites your participation at the date and time we have agreed upon above. We encourage you to review the TLVA Compliance Policy [TLVA COMPLIANCE POLICY](#), especially regarding Hearing Procedures and considerations regarding Continuance. If you intend to have an attorney present at the Hearing, **you must notify the Board at least seven (7) days prior to the Hearing** so the Board may have counsel present. Public comment at the Hearing will be limited to three minutes each.

Sincerely,

(Name and Title)
For the TLVA BOD

Date: _____
Teal Lake Village Association (TLVA)
P.O. Box 65011
Port Ludlow, WA 98365

(TLVA Homeowner)
(Address of Record)
(City, State Zip)

Compliance Policy: Notice of Decision
Re: (Property Address or Common Area)

Dear Homeowner:

At the TLVA Compliance Hearing held on your case was presented for appeal of the Violation(s) noted below, in the 1st Notice of Violation, in the 2nd Notice of Violation, and in the Notification of Hearing letters, specifically:

The TLVA Board of Directors (BOD) has met and evaluated the documentation presented at this Hearing. This letter is your Notice of Decision:

g.

- There is no violation, this matter is closed.
- You are in Violation of TLVA Governing Documents. You have thirty (30) days from the date of this Notice of Decision to correct the Violations noted above, and to pay the assessed fine in the amount of \$ ____ .__ as described in the Second Violation Letter.
- You may request a reconsideration of this decision as outlined in the Enforcement Policy Procedures, a copy of which may be found on our website: [TLVA COMPLIANCE POLICY](#).

The TLVA BOD can pursue remedies, as described in the Enforcement Policy if any assessed fine is not paid in a timely manner.

For the TLVA BOD,

By: _____

Date: _____

Name: _____

Title _____

cc: Board of Directors
ARCC committee (if ARC related)

Note: The Board may, at its discretion, also send a copy of this decision letter to the complaining party.