

Deer Run Community Organization

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RULES & REGULATIONS

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THESE RULES AND REGULATIONS ARE ADOPTED PURSUANT TO ARTICLES OF INCORPORATION OF THE DEER RUN COMMUNITY ORGANIZATION AND BYLAWS ADOPTED THEREFROM. THE RULES AND REGULATIONS ARE SUBJECT TO REVISIONS AND AMENDMENT BY THE DEER RUN COMMUNITY ORGANIZATION BOARD OF DIRECTORS

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RULES AND REGULATIONS

MISSION STATEMENT

The mission of the Deer Run Community Organization through its volunteer Board of Directors (Board) is to advocate on behalf of its members, to facilitate communication among its members, and to preserve and enhance the quality of life of the members, residents, and guests by taking actions on behalf of the Deer Run neighborhood and its members to enforce the Declaration of Protective Covenants for Deer Run, Articles of Incorporation, Bylaws, and adopted Rules and Regulations in order to:

- A. Minimize risks and overall membership liability and to maximize neighborhood safety for all Deer Run members, residents and guests;
- B. Oversee and implement established neighborhood standards and procedures to enhance and maintain security, safety, quality of life, and property values for all Deer Run members; and
- C. Promote neighbor camaraderie and levels of social interaction through the sponsorship of Deer Run neighborhood social events.

GENERAL CONSIDERATIONS

1. The Deer Run Community Organization (DRCO) was established by the developer at the inception of the Deer Run neighborhood in 1994, at which time Articles of Incorporation of Deer Run Community Organization (DRCO Articles) were filed with the Washington Secretary of State. Deer Run Community Organization Bylaws (DRCO Bylaws) were subsequently adopted by the initial corporate directors.
2. Each lot owner in the Deer Run Subdivision holds a membership interest in the DRCO by virtue of holding fee title ownership in real property subject to the Declaration of Protective Covenants for Deer Run (DRCO Covenants), initially filed with the Kitsap County Recording Office in 1994. Each parcel in the Deer Run Subdivision is referred to individually as a "Deer Run Lot." Each individual holding membership in the DRCO is referred to as the "Member." Individuals that occupy a residence in the Deer Run neighborhood who are not the legal owner are referred to as "Resident(s)" and individuals visiting Members or Residents are referred to as "Guest(s)."
3. All Members, Residents, and Guests are subject to the DRCO Articles, DRCO Bylaws, and DRCO Covenants, upon which these Rules and Regulations (DRCO Rules) are based. It is the responsibility of each Member to ensure that Residents who occupy a residence in the Deer Run neighborhood but are not the legal owner (e.g., tenants) know and abide by the provisions of the DRCO Covenants, DRCO Articles, DRCO Bylaws, these DRCO Rules, and all future approved amendments and revisions. It is the responsibility of each Member and Resident to notify any Guests of these rules. Each Member is responsible for the actions of the Resident and Guest as they pertain to the compliance with or violation of the DRCO Rules.
4. Some of these DRCO Rules are taken directly from the DRCO Covenants, DRCO Articles, and DRCO Bylaws, while others are adapted from the general principles authorized by these governing documents. These DRCO Rules are meant to clarify and supplement the DRCO Covenants, DRCO Bylaws, and the DRCO Articles and are not to be construed to supersede or replace any part of those documents. In the instance of any conflict between the DRCO Rules and the DRCO Articles, DRCO Covenants or DRCO

Bylaws, the DRCO Articles, DRCO Covenants or DRCO Bylaws, as the case may be, shall take precedence and govern.

5. The Board of Directors will use all reasonable efforts to monitor and enforce the DRCO Rules, but the participation and cooperation of every Member, Resident and Guest is essential to the ongoing success in maintaining and enhancing a desirable residential community.

6. These DRCO Rules were distributed for review and comment during January 2008. [They were adopted at a Meeting of the Board of Directors pursuant to notice on 31 January 2008.]

7. As of January 31, 2008, there are several exterior changes and/or major landscaping projects in the Deer Run neighborhood that are in violation of the DRCO Rules but that have been completed prior to the adoption of the DRCO Rules (each violating item referred to as a "Preceding Violation"). Any prior failure by DRCO to take enforcement action with respect to a violation of an exterior change or landscape project does not constitute or should be deemed a waiver of the right of the DRCO to take subsequent enforcement actions for any violations. Notwithstanding the foregoing, any Preceding Violation need not be modified in accordance with the DRCO Rules until such time that the Preceding Violation is replaced, repainted, removed or subject to major repair. Under no circumstances may a Preceding Violation be replaced, repainted, or rebuilt without obtaining prior approval of the DRCO Board.

EXTERIOR CONSIDERATIONS

Dwelling Changes

1. Any desired exterior change that may visually affect the exterior appearance of a residence on a Deer Run Lot (including, but not limited to fences, satellite dish placement, color, etc.) must be submitted in writing, using the Application for Dwelling, Paint, and/or Landscaping Change form, for review and approval by the Board. Exterior painting and home improvements or construction, when done by other than the homeowner, must be done by a licensed, insured, and bonded contractor. Minor cosmetic changes (including, but not limited to light fixture, house number placement, screen doors, etc) do not need Board approval.

2. Any change in exterior color or trim from the original builder color must be in a color chosen from the approved DRCO color palette and is subject to approval by the Board of Directors. Samples of the palette may be checked out by contacting any Board member.

Landscaping

1. All landscaping areas in the Deer Run neighborhood, including landscaping extending into adjacent city right-of-way, easements, and outside areas that are visible to others at ground level – including backyard areas - must be regularly maintained and trimmed to present a clean and neat appearance.

2. All trees, yards, grass, planting beds, shrubs, and/or flowers including those in containers or hanging baskets, in the Deer Run neighborhood must be tended, appropriately pruned, and kept in neat appearance. Dead plants and shrubs must be promptly removed and replaced or the soil must be returned to its original state. Trees bordering sidewalks must be pruned or trimmed to present a neat appearance and allow for unobstructed pedestrian passage beside and underneath.

3. No grass cuttings, leaves, limbs, branches, and other debris from vegetation may be dumped or allowed to accumulate on any part of a DRCO Lot, except that a regularly tended composting device may be permitted in a back yard. Utility easement areas must be kept mowed and trimmed.

4. All Deer Run neighborhood common-area landscaping maintenance shall be coordinated by the Board of Directors.

5. Architectural changes to landscaping, which affect the overall appearance of any Deer Run lot, require prior Board approval.. Minor changes (such as, but not limited to, minor plantings, changing of shrubs, adding beauty bark, etc.) do not require Board approval.

6. Appendix A to these Rules & Regulations establishes standards for maintenance of all trees on Deer Run Lots. Dead trees must be promptly removed and replaced in accordance with the requirements of Appendix A.

Storing of Items

1. The exterior of each DRCO Lot and residence shall be maintained by the owner in a neat, well-maintained condition at all times and shall be kept free of accumulations of litter, junk, containers, equipment, building materials, and other debris. Outside areas of the DRCO Lot that are visible to others, including backyard areas, must be kept neat and free from clutter, laundry, unsightly tarps, garbage, broken furniture, dead plants, empty boxes, or other unsightly objects. Garments, rugs, laundry, towels are not permitted to be hung from the rails, windows, fences or the facades located on the DRCO Lot. Bicycles, toys, basketball hoops, etc. must not be left on the sidewalks or in the streets.

2. Storage of garbage, garbage bags, garbage cans, recycling containers, yard waste containers, ladders and household or vehicle cleaning supplies must be out of sight from the curb.

3. RV's and small boats (such as, but not limited to, canoes, personal watercraft, rowboats, rafts or kayaks) must be stored completely inside the garage, or behind a fence.

Signs

Signs displayed in public view on any lot are limited to one for advertising the property for sale or rent, professional signs of not more than 1 square foot, and one showing the property is protected by a security company. A professional sign is limited to those by a company performing work on the property, e.g. landscaping, roofing, and remodeling. Those signs must be removed immediately upon completion of the work. All other types and sizes of signs are prohibited unless approved by the board of directors in writing and in advance of being displayed. To obtain board approval, complete the Sign Approval Form (available on the DRCO website www.drco.org) providing:

- The sign size.
- A photograph of the sign or the message content of the sign if a photograph is unavailable.
- Location the sign will be placed on the property.
- Time period during which the sign will be displayed.

Approved signs must be promptly removed by the member at the expiry of the display period.

VEHICLES AND PARKING

1. No RVs, motor homes, trailers, campers, boats, etc. may be stored in Deer Run Lot driveways or front yards. Stowage of these items behind a fenced area is permissible, provided that they are not visible to others from the street. Parking of any automobile in the Deer Run Lot other than driveway or in garage is not permitted. Parking an unlicensed motor vehicle, a vehicle with expired registration, or a motor vehicle which is temporarily or permanently inoperative for any reason whatsoever on a Lot driveway is prohibited.

2. No commercial equipment (such as dump trucks, back hoes, graders, bull dozers, etc.) is permitted to be parked on any part of any Deer Run Lot, including behind fenced areas or on a Deer Run street except in the accomplishment of repair work.
3. No regularly occurring business-related or employee-pickup parking is permitted.
4. DRCO Lots were designed to provide ample parking in garages and driveways and to provide for the parking of several vehicles. Members, Residents and Guests are urged to avoid on-street parking to minimize any complications for emergency vehicles, such as fire trucks and ambulances, from easy and unimpeded access to Deer Run Lots. Whenever possible, vehicles should not be parked directly across from each other on both sides of the street, as this greatly increases potential hazards to children and other pedestrians due to decreased visibility to both drivers and pedestrians.
5. Only minor auto repair work that can be completed in one day is permitted in the driveway. If the auto repair exceeds one day, it must be conducted inside the garage.
6. All oil or other vehicle-related drips must be cleaned up immediately to minimize any resulting environmental damage.

PETS

1. If there are any conflicts regarding pets, the Board encourages the Member or Resident to discuss the issue directly with their neighbors in a collaborative and courteous manner. If after making all reasonable efforts to resolve the issue the issue cannot be resolved, the Member or Resident should contact Kitsap County Animal Control (360-698-9648) to discuss the concern and the ordinances addressing excessive barking, off-leash activity, excrement, etc.
2. Domestic household pets, such as dogs, cats, birds and fish (provided that they are of a type that can be purchased at a local pet store) may be kept on the Deer Run Lot subject to the DRCO Rules. Exotic animals are prohibited.

GARBAGE AND RECYCLING

1. Home occupants are responsible for proper disposal of garbage and recyclable materials in the bins provided by the disposal service regularly servicing the Deer Run neighborhood. Garbage must be properly disposed of promptly, and all refuse shall be kept out of view of any DRCO Lot, with the containers regularly emptied and the contents disposed of off the property. No garbage, including tobacco by-products, shall be deposited elsewhere in the Deer Run neighborhood.
2. Dumpsters that are provided by the city need to be removed in a reasonable time, typically less than two weeks, unless written approval of additional time is provided by the Board. If a dumpster is not removed within two weeks, or if at any time the appearance becomes a nuisance, the Board may request immediate removal.
3. All trash, recycling and yard waste cans must at all times be removed from view and placed inside the garage or behind a fence out of view from the street, except for during the 24-hour period for which garbage pickup is regularly scheduled.

NOISE, OFFENSIVE, ILLEGAL ACTIVITY

If there are any noise-related issues, the impacted Member or Resident should consult directly with the offending Member or Resident in an attempt to resolve the issue in a collaborative and courteous manner. If the issue cannot be resolved after all reasonable efforts have been taken, the Member or Resident should contact the Poulsbo Police Department to discuss the issue in more detail. If the Member or Resident notices any illegal activity, they should immediately contact the proper authorities by dialing 911.

SALES AND LEASES OF DEER RUN LOTS

Sales

Within ten (10) days prior to the closing of a sale of a Deer Run Lot, the Member must notify the Board of the pending sale. A membership transfer fee of \$200 is payable by the purchaser to DRCO at the time of closing.

Rentals/Lease

1. All Members are required to notify the Board of their intent to rent or lease their property in advance of renting or leasing their property.
2. All Members are required to notify the Board within five business days of any change in rental status of their Deer Run Lot by submitting a Lease/Rental Notification Form and payment of a \$100 rental administration fee to Deer Run.
3. All Members that do not reside in the Deer Run neighborhood must provide the address of their primary residence, primary phone number, and email address to ensure that the Board may make delivery of notices and announcements to all Members in a prompt manner. The Board will not distribute any such contact information to other Members or the public except as required by RCW 64.38.045.
4. The Member, either him/herself or through the properly licensed property management company, shall review the DRCO Rules and the DRCO Covenants with the prospective tenant and notify the tenant those documents are published on the Deer Run website, www.drco.org, before the lease or rental contract is signed. Reference to those documents must be included in the lease agreement.
5. The Member, either him/herself or through a properly licensed property management company, must have the tenant sign the Lease/Rental Notification Form that he/she has been notified of the availability of the DRCO Rules and the DRCO Covenants, in accordance with section 4 above, and agrees to abide by them. Upon signing, a copy of the signed acknowledgment must be filed with the Board.
6. The Member is primarily responsible for abiding with the DRCO Rules. The Member must promptly provide written copies of any future amendments or revisions of these DRCO Rules to the Resident, Guest, and/or tenant.

SECURITY AND SAFETY

All residents fully agree to take all reasonable actions to promote, to the fullest extent possible, the safety and security of the Deer Run neighborhood and its Members, Residents and Guests. All Members, Residents, and Guests agree to promptly report all incidents of theft, vandalism, breaches of peace, and any other related matters to the police, fire department, or other governing authority.

ENFORCEMENT POLICY AND FINES

1. The Board of Director's goal in providing these DRCO Rules is to promote open communication among the Board, Members and Residents and to establish a mutually agreed upon plan of action for achieving reasonable resolutions to all Deer Run compliance issues as they pertain to the DRCO Covenants and DRCO Rules. **First and foremost, we are neighbors and we all share the desire to promote neighborhood safety, security and camaraderie.** As such, the following enforcement policy will not impact the vast majority of Members or Residents. However, there are instances where a particular Member or Resident may refuse to comply with the provisions of the DRCO Articles, DRCO Bylaws, DRCO Covenants or these DRCO Rules, and the Member's or Resident's actions negatively impact other Members or Residents. It is for those situations that this following policy is established.

2. All Members and Residents are subject to the DRCO Articles, DRCO Bylaws, DRCO Covenants, and the DRCO Rules (CC&R's), and regular compliance with the requirements set forth by these governing documents is reasonable, customary and shall be considered the norm. For Member or Resident violations of CC&R's, the primary intent of this policy is to achieve an acceptable solution, at the sole discretion of the Board, to the cited violation in an expeditious manner. Nevertheless, for infractions of the CC&R's the Board of Directors reserves the right to issue notices of violation and to implement fines for such infractions as follows:

A. The Board will provide written notification to the Member or Resident (with a copy to the Member) that contains a reference to the relevant CC&R's violation and a statement of the time period within which the violation is to be corrected.

Upon receipt of said notice, the Member or Resident shall within the time period stated in the notice:

1. Take the action needed to remedy the violation, or
2. Propose a plan acceptable to the Board to remedy the violation, or
3. Request an in-person hearing before the Board to discuss or contest the violation.

The Board's decision on the resolution of a CC&R violation is final.

B. The Board will issue a formal notice of noncompliance with CC&R's and charge a \$50 monthly fine to the Member until the Member or Resident complies with CC&R's in accordance with the terms of section 2. A.

C. When a Member's amount payable to DRCO exceeds \$500.00, the Board will record a lien on the Member's Lot on which the violation is occurring. The following lien provisions will apply:

1. All legal fees and other costs associated with recording and terminating a lien upon a property will be charged to the Member and included in the total lien amount.
2. Interest will accrue on the lien at the rate of 12% per annum until paid.
3. Liens will remain in place until all outstanding fines, interests, and fees are paid in full for a consecutive period of six months or as otherwise determined by the Board of Directors.

D. The Board, at its sole discretion, may take further action to collect amounts due to DRCO, to

include, but not limited to

1. Suing for judgement in Small Claims Court,
 2. Garnishment of wages and/or bank account,
 3. Report debt to credit bureaus,
 4. Report amount due to a title company upon pending sale of property,
 5. Foreclose the lien in the manner of a mortgage of real property.
3. If landscaping maintenance described in a notice of violation in accordance with Section 2.A. is not performed within the time frame specified in the notice, the Board may, in addition to any other enforcement rights, contract to have the maintenance performed by a licensed and bonded landscape maintenance contractor and charge all costs incurred by DRCO for said contract to the Member.

DRCO COMMUNICATION PROCESS

Method of Communication

In order to make communication with members timelier, efficient and cost effective, electronic communication methods shall be used whenever possible. Members who have an email address are required to notify the board of directors of that electronic address.

DRCO Membership Dues and Assessments

1. Each member is assessed annual dues of \$75.00 for administrative costs of Deer Run and for such other costs involved in accomplishing the corporate purposes.
2. Members' dues statements are mailed/emailed annually on or about September 1st, are due upon receipt and past due after September 30th. Dues payment received after September 30th late will be charged a \$10 per month late fee. Dues payments received more than 60 days late are a violation of Deer Run Protective Covenants (Article E) and will be charged \$50 per month until paid in accordance with Rules and Regulations ENFORCEMENT POLICY AND FINES 2B.
3. Special assessments, when levied, are due within thirty (30) days after the date of the notice of special assessment. Special assessment payments received after the due date will be charged a \$10 per month late fee. Assessment payments received more than 60 days late are a violation of Deer Run Protective Covenants (Article E) and will be charged \$50 per month until paid in accordance with Rules and Regulations ENFORCEMENT POLICY AND FINES 2B.
4. All Membership dues and assessments should be mailed in a timely manner to the address on the title page of this document or paid directly to DRCO's account at Kitsap Bank.

DRCO Records

Deer Run's Articles of Incorporation, Protective Covenants, Bylaws, minutes of Board and annual meetings, annual budget, and annual financial statements are available on the DRCO website, www.drco.org. Members, or their representatives, who request other corporate records will be charged a minimum \$200 fee for making those requested records or other information available at a mutually convenient time and place, or to compile and send the records to the member in accordance with RCW 64.38.045 (5).

Emergencies

If you have an emergency that requires the need of police, fire or medical assistance, call 9-1-1

Non-Emergencies

Please contact the Board of Directors via email or telephone for non-emergency issues, common area maintenance related matters, or observations of covenant violations.

Board Meetings

All homeowners are invited to attend scheduled board meetings. Notice of the time and place of upcoming board meetings are emailed to Members. Notice of time and place of the annual membership meeting is distributed to all Members. All Members are encouraged to attend or submit a proxy vote for the Board of Directors **and approval of the annual budget.**

Appendix A. Deer Run Tree Standards

Purpose. The purpose of this rule is to establish standards for the maintenance of trees by Lot owners in the Deer Run Subdivision.

Definitions

1. City rights-of-way shall mean the exterior ten feet parallel with and adjoining the street frontage of all Lots.
2. Street Tree shall mean trees growing within the City's street rights-of-way.

Tree Removal. No tree shall be cut down, killed, or removed for any reason without complying with the following procedures:

1. Submit a City of Poulsbo Tree Cutting and Clearing Exemption to the Planning and Economic Development Department. [Exhibit 2]
2. Submit a Deer Run Petition for Inspection/Removal of Tree form to the Board. Include a copy of the City of Poulsbo's approval.

Tree Planting. The following standards are adopted for tree selection.

1. Tree Selection.

A. Thundercloud Plum Street Trees along Bjorn Street shall be replaced by either the Prairifire or Adirondack cultivars of the Crabapple tree.

B. All other trees in Deer Run Subdivision may be replaced with any of the following suitable for the location

- Crabtree (small)
Prairifire
Adirondack
- Tartarian Maple (small)
- Rocky Mountain Glow Maple, Schmidt (small)
- Ginkgo (medium)
Lakeview
Princeton Sentry
- Red Maple (medium)
Autumn Blaze
Autumn Flame
Norwegian Sunset
- English Oak, Fastigiata (large)
- Zelkova serrata, Wireless (large)
- Liquidambar – fruitless variety (large)
- Red Maple (large)

Bowhall
Scarlet Sentinal
Karpick
October Glory
Red Sunset
Schlesinger

2. Street Tree spacing, location and planting shall follow the Rights-of-Way Street Tree Spacing and Location Guidelines in the City of Poulsbo Master Public Tree Plan, [Exhibit 1] to assure minimum impact on streets, sidewalks, utilities, sewers, other infrastructure, and pedestrian and vehicular safety.

3. Street Trees purchased as replacement trees must have a lowest branch height of at least 6 feet above the ground and a 2 inch diameter.

Tree Maintenance Street Tree pruning and maintenance are the responsibility of the homeowner. Guidelines are available in the City's Existing Street Tree Maintenance, Removal, and Replacement Guidelines brochure.