

Rules and Regulations Review- 2024

Summary of Changes

Citation	Original Text	Change	Updated Text	Reason for Change	Status (Adopted/Rejected)
II. Administration					
II.1	Annual assessments and marina slip fees are due and payable as of July 31 of the current fiscal year when due, or shall be paid in no more than twelve (12) equal monthly installments July 1 through June 30 of the fiscal year unless such assessments are provided an alternate payment plan as approved by the Board of Trustees.	Removed specification of "and marina slip fees". Add approval process for 12 monthly installment payment option.	Annual assessments and marina slip fees are due and payable as of July 31 of the current fiscal year when due, or shall be paid in no more than twelve (12) equal monthly installments with a board or manager approved payment plan July 1 through June 30 of the fiscal year. unless such assessments are provided an alternate payment plan as approved by the Board of Trustees.	This is specified in section XIII. Marina part 10.b. To reference current accounting process.	Y= 5 N= 0 A= 1 <div style="text-align: center; border: 1px solid black; padding: 5px; color: green; font-weight: bold;">ADOPTED</div>
II.2	If as of July 31, the assessment is not paid in full or if the monthly payment is delinquent at any point during the fiscal year, such existing balance shall be subject to interest at the rate of twelve percent (12%) per annum from that date. When a payment is made it will be applied to the finance charges first before the original amount owed.	Removed.		The section defined a process now handled through the collections process executed by the association's attorney.	Y=6 N=0 A=0 <div style="text-align: center; border: 1px solid black; padding: 5px; color: green; font-weight: bold;">ADOPTED</div>
II.3	Unpaid assessments shall be subject to Article IX of the By-Laws: The Board of Trustees shall institute liens and foreclosure action and/or retain a collection agency.	Added "or attorney"	Unpaid assessments shall be subject to Article IX of the By-Laws: The Board of Trustees shall institute liens and foreclosure action and/or retain a collection agency or attorney.	To accurately reference collection process.	Y=6 N=0 <div style="text-align: center; border: 1px solid black; padding: 5px; color: green; font-weight: bold;">ADOPTED</div>
II.4	All payments of assessments or other charges shall be made payable to "CBHA". All fees, fines and finance charges are due and payable as billed. Past due accounts for these charges become delinquent when 30 or more days in arrears. Delinquent accounts are subject to interest charges at the rate of twelve percent (12%) per annum.	Removed reference to interest.	All payments of assessments or other charges shall be made payable to "CBHA". All fees, fines and finance charges are due and payable as billed. Past due accounts for these charges become delinquent when 30 or more days in arrears. Delinquent accounts are subject to interest charges at the rate of twelve percent (12%) per annum.	To accurately reference collection process.	Y=6 N=0 A=0 <div style="text-align: center; border: 1px solid black; padding: 5px; color: green; font-weight: bold;">ADOPTED</div>
II.9	Member NSF checks shall incur a \$25 charge to the member's account. After 2 (two)NSF check in 12 consecutive months, other payment options must be used (cash, credit card, money order, cashiers checks.)	Replaced "\$25" with "fee".	Member Non Sufficient Funds (NSF) checks shall incur a fee \$25 to the member's account. After two (2) NSF checks in twelve (12) consecutive months, other payment options must be used (cash, credit card, money order, cashiers check.)	To accurately reference collection process.	Y=6 N=0 A=0 <div style="text-align: center; border: 1px solid black; padding: 5px; color: green; font-weight: bold;">ADOPTED</div>
II.14	Any complaint, which a member may have concerning the work or behavior of Association employees, shall be directed to the Board of Trustees in writing.	Added "or contractors" and submission process.	Any complaint, which a member may have concerning the work or behavior of Association employees, shall	Clarified process for submitting complaints regarding association and contractors.	Y=6 N=0 A=0

	A hearing with the Board of Trustees shall constitute the member's final administrative remedy.		be directed to the Board of Trustees in writing via sealed envelope delivered to the office or via e-mail (board@carlyonbeachhoa.com). A hearing with the Board of Trustees shall constitute the member's final administrative remedy.			ADOPTED
II Enforcement 1-5	<p>1. End of the month statements are mailed the first week of the following month. Payment of all fees, fines, finance charges and a minimum of 1/12 of the annual assessment must be paid by the end of the month in which the statements are generated.</p> <p>2. Statements with past due balances will be stamped "PAST DUE" in red. E-mailed statements will receive a separate notification.</p> <p>3. Accounts that are 60 days past due will be sent an intent to lien notification if the past due balance exceeds \$1,000.</p> <p>4. If payment is not made in full or payment arrangements have not been agreed to by the Association within thirty (30) days of the date on the intent to lien notice, a lien will be placed on the property and the member will be assessed the current lien fee.</p> <p>5. If payment is not made in full, or payment arrangements have not been agreed to by the Board of Trustees treasurer and bookkeeper, and the pas due amount is \$2,000 or more at the end of the fiscal year on June 30th the account will be sent to collections.</p>	Updated reference to collection policy. Removed 2-5.	<p>1. End of the month statements are mailed the first week of the following month. Payment of all fees, fines, finance charges and a minimum of 1/12 of the annual assessment must be paid by the end of the month in which the statements are generated. Unpaid fees, fines, and finance charges are pursued in accordance with the CBHA Collection Policy.</p> <p>2. Statements with past due balances will be stamped "PAST DUE" in red. E-mailed statements will receive a separate notification.</p> <p>3. Accounts that are 60 days past due will be sent an intent to lien notification if the past due balance exceeds \$1,000.</p> <p>4. If payment is not made in full or payment arrangements have not been agreed to by the Association within thirty (30) days of the date on the intent to lien notice, a lien will be placed on the property and the member will be assessed the current lien fee.</p> <p>5. If payment is not made in full, or payment arrangements have not been agreed to by the Board of Trustees treasurer and bookkeeper, and the pas due amount is \$2,000 or more at the end of the fiscal year on June 30th the account will be sent to collections.</p>	To accurately reference collection process.	Y=5 N=0 A=1	ADOPTED
VII. Animals						
VII. 2	No dogs or other animals are allowed in the parks nor on the beach at the waterfront park. Certified service animals are allowed in the parks.	Change "dogs not allowed in the park" to "Dogs must be always leashed in all CBHA parks. Pet waste must be picked up and disposed of properly".	No dogs or other animals are allowed in the parks nor on the beach at the waterfront park. Certified service animals are allowed in the parks— Dogs must be leashed in all CBHA parks at all times. Leashed dogs must remain off the waterfront park beach except where posted. Pet	To align with community requests associated with creating a family-friendly environment.	Y=1 N=5 A=0	REJECTED

			waste must be picked up and disposed of properly.											
VII.8		New	Fowl: Up to 3 female chickens or ducks are permitted when kept in accordance with Thurston County regulations. No roosters are permitted. Chickens or ducks must be caged in private back yards and cannot be free ranging. No other fowl (geese, peacocks, etc.) are permitted.	To align with community requests associated with allowing self-sustaining lifestyle.	Y=2 N=4 A=0									
REJECTED														
VII. 9		New	Per Washington State Fish and Wildlife guidance, no feeding of wildlife permitted.	To align with community concerns around the impact of wildlife feeding.	Y=6 N=0 A=0									
ADOPTED														
XI. Community Recreation Areas														
XI.5	All residents of CBHA are eligible to use the off-leash dog park. For the safety of all people and dogs, dog park use is conditional upon completion of the Dog Park Usage Agreement. A Dog Park Usage Agreement form may be obtained at the CBHA Office. The CBHA Office shall maintain a list of dog park committee members who may register residents for use of the dog park.	Updated to reflect upcoming updates to the dog park.	All residents of CBHA are eligible to use the off-leash dog park. For the safety of all people and dogs, dog park use is conditional upon completion of the Dog Park Usage Agreement. A Dog Park Usage Agreement form may be obtained at the CBHA Office. The CBHA Office shall maintain a list of dog park committee members who may register residents for use of the dog park. Effective January 1, 2025 dog park access is granted upon completion of the Carlyon Beach Off-Leash Dog Park Application and payment of \$20 key fee. All off-leash dog park users must adhere to the CBHA Usage Guidelines and Dog Park Rules (Available in the CBHA Office).	To align with recent work within the Parks Committee and decision by the board to manage the off-leash dog park.	Y=6 N=0 A=0									
ADOPTED														
XII. Clubhouse														
XII.2c		Pricing updated to reflect current clubhouse pricing.	<p style="text-align: center;">1-30 people. 31- 80 people</p> <table style="margin-left: auto; margin-right: auto;"> <tr> <td>1-3 hours</td> <td>\$50</td> <td>\$80</td> </tr> <tr> <td>4-6 hours</td> <td>\$80</td> <td>\$150</td> </tr> <tr> <td>6+ hours</td> <td>\$125</td> <td>\$300</td> </tr> </table>	1-3 hours	\$50	\$80	4-6 hours	\$80	\$150	6+ hours	\$125	\$300	To align with pricing updates from the 2023-2024 board and Parks Committee.	Clerical
1-3 hours	\$50	\$80												
4-6 hours	\$80	\$150												
6+ hours	\$125	\$300												
XII.5a		Added rule regarding time for set up and clean up.	1 hour of set up and clean up time before and after the rental time is allowed for groups up to 30 people. 2 hours of set up and clean up time before and after the rental time is allowed for groups up to 80 people.	To align with updates from the 2023-2024 board and Parks Committee.	Clerical									
XII.5b	A \$150 refundable damage deposit, subject to inspection, will be payable in advance of scheduled date.	Updated \$150 to \$300 for refundable damage deposit for clubhouse rental.	A \$300 refundable damage deposit, subject to inspection, will be payable in advance of scheduled date.	To align with updates from the 2023-2024 board and Parks Committee.	Clerical									
XIII. Marina														

XIII.7	Refuse cans are maintained at the head of the dock next to the Clubhouse for boaters use. No garbage, trash, oil, fuel, debris or other material, liquid or solid, shall be deposited in the water or on land areas of the facilities, or on any floats or piers except into containers provided for that specific use.	Added: "Storage of fuel tanks, petroleum products, hydraulic fluid, machinery coolants, lubricants and chemicals not in use in locations above the water service is not permitted."	Refuse cans are maintained at the head of the dock next to the Clubhouse for boaters use. No garbage, trash, oil, fuel, debris or other material, liquid or solid, shall be deposited in the water or on land areas of the facilities, or on any floats or piers except into containers provided for that specific use. Storage of fuel tanks, petroleum products, hydraulic fluid, machinery coolants, lubricants and chemical not in use in locations about the water surface is not permitted. Dock boxes are not permitted.	To align with terms of the Marina lease with the Washington State Department of Natural Resources and protect the environment.	Y=6 N=0 A=0 ADOPTED
XIII.8	Extreme care must be exercised to avoid spilling petroleum products on floats or in the water areas around the floats for reason of ecology and fire.	Added: "If pressure washing or cleaning any equipment, machinery, or floating or fixed structures, extreme care must be used to avoid scouring the substrate and damaging any aquatic land and vegetation."	Extreme care must be exercised to avoid spilling petroleum products on floats or in the water areas around the floats for reason of ecology and fire. If pressure washing or cleaning any equipment, machinery, or floating or fixing structures, extreme care must be used to avoid scouring the substrate and damaging any aquatic land and vegetation.	To align with terms of the Marina lease with the Washington State Department of Natural Resources and protect the environment.	Y=6 N=0 A=0 ADOPTED
XIII.10a		Added: "Moorage or anchorage of vessels in water shallower than seven (7) feet at the extreme low water is not permitted. No vessel shall come in contact with underlying bed lands (commonly referred to as "grounding out") at any time.	Moorage or anchorage of vessels in water shallower than seven (7) feet at the extreme low water is not permitted. No vessel shall come in contact with underlying bed lands (commonly referred to as "grounding out") at any time.	To align with terms of the Marina lease with the Washington State Department of Natural Resources and protect the environment.	Y=6 N=0 A=0 ADOPTED
XIII.10b	Annual Moorage slip leases begin each year on July 01 and end each year June 30. They are NOT ONGOING. Marina Leases must be renewed by May 31 for the following yearly lease renewal is accomplished by providing the office with a signed lease agreement, proof of insurance and a current vessel registration. Lease fees will be billed to the members account on July 1 and may be paid in full or a maximum of twelve equal payments. The member is obligated for the full annual lease. On July 1 each year, slips that have had leases renewed will be considered vacated and available for lease to other members. Boats moored in vacated slips after July 1, will be impounded. If your property is sold, the slip lease does not go with the sale.	Added "with a board or manager approved payment plan."	Annual Moorage slip leases begin each year on July 01 and end each year June 30. They are NOT ONGOING. Marina Leases must be renewed by May 31 for the following yearly lease renewal is accomplished by providing the office with a signed lease agreement, proof of insurance and a current vessel registration. Lease fees will be billed to the members account on July 1 and may be paid in full or a maximum of twelve equal payments with a board or manager approved payment plan. The member is obligated for the full annual lease. On July 1 each year, slips that have had leases renewed will be considered vacated and available for lease to other members. Boats moored in vacated slips after July	To reference current accounting process.	Y=6 N=0 A=0 ADOPTED

			1, will be impounded. If your property is sold, the slip lease does not go with the sale.		
XVI. Building & Construction					
Definitions		Added: Accessory Dwelling Unit Impervious Surfaces Structure Temporary Structures View	<p>Accessory Dwelling Unit (ADU): Accessory Dwelling Units are places someone can live. Includes a kitchen, bedroom(s), and bathroom. On the same lot as a single-family home but smaller in size and can be attached or separate from main home.</p> <p>Impervious Surfaces: Surfaces that allow little or no water to pass through. Also see Thurston County Water Manual for further defintion.</p> <p>Structure: Building or something that is built or constructed. Building and structure are interchangeable terms for the purposes of this document.</p> <p>Temporary Structures: Any strcutre or building not including landscaping trellis that includes, but not limited to carports, sheds, and playhouses.</p> <p>View: View may be territorial or water.</p>	To add clarity.	Y=5 N=1 A=0
XVI.A3	Moved to own paragraph.	Clerical Update	Minimum square footage for new construction and manufactured home to be 400 square feet.	To align with Thurston County code. Moved into own paragraph to clarify.	Y=6 N=0 A=0
XVI.A8		New	<i>Pursuant to Thurston County code, any accessory dwelling unit (ADU) must conform to the size limit of no more than two dwelling units per acre. Additionally, accessory dwelling units must have water and sanitation. A certificate of water availability (COWA) is required, even if building permit is not required. ADUs must be served by an approved septic system that meets Thurston County septic system density, building code, stormwater and driveway access requirements.</i>	To align with Thurston County code.	Y=5 N=1 A=0
XVI.A10	No structure, temporary or permanent, may be erected or placed in the front yard setback or side yard facing a street unless they are otherwise specifically permitted or approved by the Architectural Control Committee. The Architectural Control Committee reserves	Update to include side and back yards facing a street.	Per Thurston County Code , no structure, temporary or permanent, may be erected or placed in the front yard setback or side yard or side and back yard facing a street unless they are otherwise specifically permitted or approved by the Architectural Control Committee. The Architectural	To align with Thurston County code.	Y=6 N=0 A=0

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	the right to review individual circumstances.		Control Committee reserves the right to review individual circumstances.		
XVI.A11		New	Per Thurston County Code, maximum impervious surface coverage for new development can be no more than 60% or 2,000 square feet, whichever is less.	To align with Thurston County code.	Y=6 ADOPTED
XVI.B2	Variance: When a height variance is requested, CBHA will send letters to all lot owners within a radius of 500 feet from the center of the subject property soliciting their input regarding any obstruction of view, light or air to their property. Responding members will be notified of any and all meetings for review of the requested variance. Any member in good standing may attend the meetings.	Height Requirements & Variance update to read: "A variance may be granted on a case-by-case basis for any height above the 16 foot height requirement of a 1 story home."	Height Requirements & Variance: When a height variance is requested, CBHA will send letters to all lot owners within a radius of 500 feet from the center of the subject property soliciting their input regarding any obstruction of view, light or air to their property. Responding members will be notified of any and all meetings for review of the requested variance. Any member in good standing may attend the meetings. A variance may be granted on a case by case basis for any height above the 16 foot height requirement of a 1 story home.	To align with Thurston County code.	Y=6 N=0 A=0 ADOPTED
XVI.D4g	A Type 1 permit will require a current (within 5 years) survey as exhibited by the survey including a written depiction of the lot, as well as the pins in the ground. The survey(s) shall be prepared by a licensed surveyor in the State of Washington.	Added: "... or existing yellow headed survey with pins..."	A Type 1 permit will require a current (within 5 years) survey as exhibited by the survey including a written depiction of the lot or existing yellow headed survey as well as the pins in the ground. The survey(s) shall be prepared by a licensed surveyor in the State of Washington.	Allowing use of existing survey if yellow headed pins are present.	Y=3 N=4 A=0 REJECTED