



TIMBERHILL TOWNHOUSE ASSOCIATION #1 GENERAL RULES AND REGULATIONS

The purpose of the Rules and Regulations is to preserve the rights and enjoyment of all residents. They are binding upon all homeowners, tenants, and their guests. They may be modified at any time by the Board of Directors or by majority vote of the membership. These operating regulations supplement the Protective Covenants, Conditions, Declarations and Restrictions for Timberhill Townhouse Association #1 dated 16 June 1971. Should an Association member have concerns or questions regarding these Rules, please notify the Board.

1. ORGANIZATION

- 1.1 The Association is governed by a five-member Board of Directors whose members are elected by the membership and serve overlapping terms of three years. The Board elects its own officers.
- 1.2 The Board will establish regular meeting dates and publicizes them to the Association.
- 1.3 Homeowners are members of the Association and are encouraged to attend Board meetings. Non-homeowner residents are also encouraged to attend. Agenda items for Board meetings must be submitted to the Board Secretary at least five days preceding the meeting. Items for decision / action may be presented at the monthly Board meeting; a decision / action will take place at the following meeting.
- 1.4 Board meeting minutes are delivered to each residence within seven days after a Board meeting.
- 1.5 It is the responsibility of Association members to make their views known.
- 1.6 Residents are not allowed to purchase anything and charge it to the Association unless pre-authorized by the Board.

2. ARCHITECTURAL CONTROL

- 2.1 The Board of Directors serves as the Architectural Committee (see Covenants). Hereafter, the term "Board of Directors" or "the Board" will be substituted for "Architectural Committee."
- 2.2 Prior written approval must be obtained from the Board of Directors before making any exterior changes to your dwellings, or before adding any new structures. The procedure to follow is outlined in 2.3 below. Satellite dishes may be installed; see Section 3.6.
- 2.3 Procedures to follow for exterior changes:
 - a. Submit proposal at one Board meeting.
 - b. Proposal will be posted in the minutes to allow neighbors time to respond.
 - c. Board approval, denial or modification will be rendered at the next regular Board meeting.
- 2.4 Roofs, windows and gutters are the responsibility of the homeowner. Plans to replace the roof must be submitted to the Board for approval. This written request must include roofing materials to be used and include an acknowledgement of gutter / window color and size (see Section 13: Roofing Policy). Roofs on carports/garages must be replaced at the same time as the house roof.
- 2.5 Fences are the responsibility of the homeowner. Written plans for new or replacement fences, including the finish to be used, need to be submitted to the Board for approval before any work begins. Fences may not include common area, may not be over six feet high at the highest point and must be constructed of wood comparable to other fences in the Association. Gates must open and close inward. New wood can be weathered, and then finished as soon as possible at the homeowner's expense. If this is not the rotation year for painting that owner's house, then the fence must be painted the same color as the exterior of houses at the homeowner's expense. The Association's contract painters will paint previously painted fences only during the usual six-year rotation basis. The Board has final approval over any deviation from these requirements.

3. EXTERIORS

- 3.1 Townhouses: Homeowners are responsible for maintaining and keeping in good order and repair the exterior of the dwelling unit. This includes roof, rain gutters and downspouts, windowsills, trim, decks and other exterior building surface. All residents are responsible for keeping the outside area free from clutter and debris.
- 3.2 Yards: Noxious, offensive or unsightly conditions are not permitted, nor shall anything be done that may be, or become, an annoyance to the neighborhood.

- 3.3 Drainage: The disposal of storm water from downspouts and the maintenance of the disposal system is the responsibility of the homeowner. Keeping the system free of leaves and debris is an ongoing job and needs to be done, at least, each time the gutters are cleaned and the use of screen guards at each downspout entry is a necessity. Gutter cleaning is available each year through our landscape contractor. This water must be drained away properly and not be allowed to drain onto the ground or under the building. In a situation where a downspout is common to two houses it is the joint responsibility of both homes.
- 3.4 Painting: The Association paints units on a rotating system of approximately six years. Residents can do interim touch-up painting providing they use the color and brand of paint specified by the Association Paint Chairman. After the annual painting contract is completed, leftover paint is available to homeowners as long as it lasts. Leftover paint is not available for new construction. Cost of purchasing new paint is the homeowner's responsibility. Fences (not lattice or pickets) will be painted at the time the house is painted, provided they are clear of plant and vine obstruction. Deck railings are the responsibility of the homeowner. Front doors will be painted by the Association in the standard trim/door color. Three additional colors are approved for front doors. If a homeowner elects to use one of these colors for their front door, it will be painted at the homeowner's expense using the paint brand, finish and approved color, as specified by the Paint Chairman.
- 3.5 Garbage Cans and trash bins may not be exposed to view except on collection day. Residents are requested to use plastic bags inside garbage cans and tie them to avoid litter at the time of collection. Two garden carts, available for yard debris, are located beside the tool shed and may be used by residents.
- 3.6 Satellite Dishes: Association residents must notify the Board prior to satellite dish installation. Installation technician must be advised to install the satellite dish in as unobtrusive a location as possible, while still maintaining the ability to get a good signal.
- 3.7 Signs: The use of one sign at the front of the property, one at the rear and one at the appropriate THTA entrance, indicating a house is FOR SALE or RENT, is approved. Appropriately located directional signs are also approved. No other signs may be displayed except with written permission of the Board.
- 3.8 Board Action: The Board will resolve situations of repair or cleanup needs on homeowner's property by notifying the homeowner in writing and, if the homeowner does not make or arrange for the needed work to be done within two weeks, the Association will make necessary arrangements and charge it to the homeowner's account.

4. LANDSCAPING

- 4.1 General: It is necessary that we maintain a similar overall appearance of grounds while

providing homeowners/tenants some creativity in their space.

- 4.2 Permission is required from the Landscape Committee before removing any shrub or tree. Likewise, the Landscape Committee will consult resident homeowners regarding plants, shrubs or trees that are recommended for removal.
- 4.3 The Association Board, through contracts, will assume responsibility for the maintenance of lawns, trees, and shrubs except those inside of enclosures (see 4.7). Residents are responsible for the maintenance of plantings they plant (see 4.5). Current residents are also responsible for the maintenance of plantings placed by former owners/renters.
- 4.4 Plantings: Residents may plant azaleas and rhododendrons without prior approval but must seek advice on the right type for a specific location/condition. A written request to plant a shrub or tree is necessary, specifying what kind will be planted. A list of recommended yard trees is available from the Landscape Chair. These recommended plantings will then be cared for by the Association, through its contracts with the gardeners. Unit owners are responsible for the costs of any additions or replacements made as a result of their requests.
- 4.5 Small plants (annuals, perennials and bulbs) may be planted (or removed) by residents around their home without submitting requests. Residents are responsible for all maintenance of these plants, including watering and removing annuals at the end of the season.
- 4.6 Plantings in Enclosed Patio Areas: This is at the discretion of the residents. The THTA-contracted gardeners do no work inside enclosed patios. Plantings must not interfere with house painting.
- 4.7 Plantings in Unenclosed Back Yards: Plantings must be consistent with those used at front of units. In all cases, the resident is responsible for total care of plantings. Plantings must not interfere with house painting.
- 4.8 Driftwood must not be used any place on the property as it attracts carpenter ants.
- 4.9 Association Budget Restrictions: Priority for Association funds for new plants will be given to those needed for the general common areas, rather than to individual units. Until such time as additional funds are available for new plantings, homeowners seeking new plants will be asked to pay for them.

5. MOTOR VEHICLES

- 5.1 Parking - ALL RESIDENT VEHICLES must be parked in the garage or carport (if no garage). No permanent parking is allowed in the driveway or in the common area parking. Any deviation from this must be approved by the Board and any resident with questions should contact a Board member. Permanent common area parking, under special

circumstances, may be approved by the Board. There will be a \$30 per month charge for such parking. RVs and boats will be allowed for loading and cleaning only.

- 5.2 Guest vehicles must be kept in the visitor parking spaces or in resident's driveway.
- 5.3 Time Limit: There is a 24-hour limit for loading and unloading campers, trailers and RV.
- 5.4 Common Area Parking: Since use of visitor parking spaces for private use is at the inconvenience of other residents, violators will be assessed two dollars per day per vehicle for such unauthorized use.
- 5.5 Maximum speed for motor vehicles everywhere inside the grounds is 10 mph.
- 5.6 Unlicensed motor vehicles may not be operated anywhere on the premises.
- 5.7 Noise: In accordance with Oregon law, no motor vehicle shall be operated in such manner as to make unnecessary noise, in particular, illegal or noise-making defective mufflers will not be tolerated.
- 5.8 Car repairs must be confined to the garage or carport. Only residents may wash cars on the premises.

6. ANIMALS

- 6.1 With the exception of cats and dogs, no animals may be kept, nor may any pets be kept, for commercial purposes, with the exception of dogs "in training." Pets must not be permitted to become a nuisance or source of annoyance.
- 6.2 In accordance with local law, dogs are not permitted to run free at any time in the public area. Pets must not be permitted to urinate or defecate at any place where to do so would cause offensive or unsanitary conditions. Pet droppings deposited in any such place must be promptly removed. It is the responsibility of the pet owner to see that this is done.
- 6.3 Do not feed pets or animals on outside decks/yards or birds without a pan to catch the spilled feed, as it can be a draw for rats.

7. HOUSEHOLD SALES

- 7.1 Garage Sales: The Association coordinates a garage sale once a year, with Board assistance in financing, if necessary. Individual garage sales are not otherwise permitted.
- 7.2 Estate Sales: a one-day or (consecutive) two-day sale may be held following the death of a

resident. This is not to be interpreted as permission to hold an auction. A parking attendant, provided by the seller, must direct buyers to visitor parking spaces within Association perimeters. No more than three signs are allowed.

7.3 Moving Out Sales: a one- or two- (consecutive) day sale may be held. A parking attendant, provided by the seller, must direct buyers to “visitor” parking spaces within Association perimeters. No more than three signs are allowed.

7.4 Sales of Residence: See Rule 3.7.

8. ASSESSMENTS

8.1 Monthly assessments are due to the treasurer by the 1st of the month. After the 5th*, a monthly late fee of \$10 will be charged to the homeowner for each month and for each assessment past due.

8.2 Delinquent Accounts: After two months delinquency, a designated Board member will contact the homeowner for an explanation. After 120 days delinquency a lien is filed.

8.3 Rights Lost: Homeowners who are more than 30 days delinquent in the payment of the monthly assessment automatically lose the right to vote and use Association recreational facilities until their account is current.

8.4 Dues Reminder: See attached Dues reminder sheet at the end of these rules.

9. GENERAL

9.1 Each homeowner and tenant has the obligation and the responsibility to abide by the Protective Covenants, Conditions, Declarations and Restrictions, and these General Rules and Regulations.

9.2 Homeowners or their agents who have rental units are to provide tenants with a copy of the General Rules and Regulations. Likewise, both homeowners and tenants are to advise guests of these rules and regulations.

9.3 It is the responsibility of the seller, to ensure every buyer of a Timberhill Townhouse is provided with a copy of the Rules and Regulations and the Covenants prior to the completion of the sale.

9.4 The Association secretary will post the current Rules & Regulations on the THTA website ([-http://thta.org](http://thta.org)).

10. GRIEVANCE PROCEDURES

- 10.1 Talk directly to those involved to try reaching an understanding of the problem.
- 10.2 Negotiate equitable solutions for all parties concerned.
- 10.3 If no solution seems possible, contact the Board in writing outlining both the problem and the attempts at reconciliation.
- 10.4 It is the duty of the Board of Directors to enforce any violations, or supposed violations, of these rules and regulations.

11. SWIMMING POOL REGULATIONS

- 11.1 There is no lifeguard in attendance. All persons who use the pool do so at their own risk.
- 11.2 During the summer season, the pool is open between 8 A.M. and 10 P.M. Adults have the priority between the hours of 6 P.M. and 7:30 P.M., Mondays through Fridays.
- 11.3 In order to avoid E.coli and other bacterial contamination of the pool, children who are not toilet-trained may use the pool only if they are wearing a “swim diaper.”
- 11.4 Children under the age of 14 years of age, or children who cannot swim, must be accompanied by an adult at all times (Oregon Law). Adult is defined as persons 18 years of age or older.
- 11.5 Guests must be accompanied by the homeowner or tenant at all times.
- 11.6 Showers must be taken before entering the pool water.
- 11.7 Any person with a skin rash, open sore, or bandage of any kind is not permitted to use the pool.
- 11.8 Running and other dangerous activities are not permitted in the pool area.
- 11.9 No glassware or other breakable items are permitted in the pool area at any time. Persons bringing food into the pool area are responsible for putting debris into the garbage container. All Food and drinks are to be kept away from the pool area.
- 11.10 Bicycles, skateboards, and other comparable items are not allowed in the pool area.
- 11.11 Swim suits or trunks must be worn in the pool. Dirty, unsanitary or ragged clothing is prohibited. Street shoes should be removed under the covered area just inside the gate,

before entering the pool area.

11.12 Water temperature shall be set between 82 and 86 degrees.

11.13 No pets/animals are permitted in the pool area at any time.

11.14 All sun lotions and oils must be washed off before entering the pool water. Greaseless sunscreen does not need to be rinsed off prior to entering the pool.

11.15 Users of the pool are expected to cooperate in keeping the pool area clean and uncluttered. Anything left in the pool area will be picked up and discarded if not claimed in two weeks. See the daily pool appointee for forgotten items.

11.16 Common courtesy and regard for others is expected of all pool users. Radios, noise, game playing, small floats, toys, etc., shall not interfere with the rights and privileges of others. Air mattresses and inner tubes are not allowed, if there are other users in the pool.

11.17 In an attempt to eliminate past offenses and abuses of pool privileges, the Board has instituted a key system. The key is intended for use by residents of the household to which it has been assigned. The gate is to be kept closed, not propped open. A partially refunded fee will be charged for the key.

11.18 Vandalism or damage due to rough treatment of equipment shall be paid for by the home owner responsible. Damage caused by guests or tenants is the responsibility of the homeowner.

11.19 To comply with city regulations, the pool divider (rope and floats) must always be in place whenever children are present. The only exception is when adults are doing lap swimming and children are not present. **DO NOT SIT ON THE DIVIDER ROPE.**

11.20 Those who use the pool must sign the "User Record" on the clipboard.

11.21 If no one else is in the pool area, please collapse the umbrellas when you leave.

PENALTIES: The Board is authorized under the "Covenants" to deny the use of recreational facilities to any tenant or homeowner for violation of rules and regulations or for delinquency in payment of fees. Such penalties may be enforced by invoking the rule of "trespass on property owned by the Association."

12. CLUBHOUSE REGULATIONS

The clubhouse is available for the private social use of residents. The following regulations have been adopted regarding its use.

- 12.1 Reservations for use of the clubhouse must be made through the person appointed by the Board of Directors to coordinate reservations. This information is posted on the clubhouse door.
- 12.2 Reservations for use of the clubhouse will be on a "first come" basis. Notice of the reservation will be posted on the Association calendar (on the clubhouse door) by the coordinator.
- 12.3 The person reserving the clubhouse must see that it is cleaned up no later than 10 A.M. the following day. Garbage must also be removed. The homeowner is responsible for ensuring the clubhouse is cleaned after the function.
- 12.4 Any damage done to the clubhouse or its contents during a function is the financial responsibility of the person making the reservation and must be repaired or paid for by them.
- 12.5 The clubhouse is not available to outside organizations except that residents may use the clubhouse in preference to their home when the size of the group is such that hosting it in their home is cumbersome. Profit-making functions require Board of Directors pre-approval.
- 12.6 The resident making the reservation must be present at the clubhouse function.
- 12.7 Radios and phonographs may not be played in the clubhouse in a loud or offensive manner.
- 12.8 Any fines or damage not paid for by the homeowner will result in the Board putting a lien against the homeowner's property.
- 12.9 The Board of Directors may establish special provisions for regular use of the Clubhouse by residents who meet to play cards or for other social activities. Such activities may include non-residents.

13. ROOFING POLICY

In an effort to maintain a consistent, attractive appearance in the Timberhill Townhouse complex while providing practicality and flexibility to Association members, the Board of Directors establishes the following policy on roofing and gutters:

- 13.1 For units originally roofed with cedar shingle, the materials currently approved for re-roofing are: Laminated fiberglass-asphalt composition shingles topped with ceramic coated

- granules and having a warranty of at least 25 years. The shingles must be the same color as existing homes. Procedures outlined in the General Rules and Regulations Section 2 (Architectural Control) must be followed when replacing your roof.
- 13.2 Carports or garages must be re-roofed at the same time as the main unit, using the same materials as the main unit.
- 13.3 Gutter color must be the same as the house trim. Gutters must also be the same size as any adjoining gutters they are attached to.
- 13.4 General Re-roofing Requirements:

The Board of Directors is to be notified in writing prior to a unit being re-roofed with materials already approved by the Board of Directors (listed in 13.1 above).

Note: See also Architectural Control, Section 2(2.4).

14. COVERS FOR DECKS AND PATIOS POLICY

Approved options:

- 14.1 Removable Awning Patio Covers,
Each homeowner must request approval for construction of a patio sunshade according to the procedures in Covenants (article 8) and General Rules and Regulations Section 2 (2.3). If the patio cover is inside the fence and cannot be seen from the outside, it does not require approval. Your request submitted to the Board for approval must include a design plan including the awning color. Color choice must be limited to either solid color or stripes, in green or neutral tones. Awning patio covers must be removed for the winter months.
- 14.2 Wooden Structure: Only a permanent type construction that does not exceed the height of rain gutters will be approved. Your request to the Board for approval must include an architectural design, including type of material to be used and the finish. Please feel free to discuss your preliminary plans early in the planning stage with the Board's Maintenance Chair. The wooden structure must be compatible with the existing structure of your home and that of your neighbors.

IMPORTANT INFORMATION A DUES REMINDER

Monthly Assessment Due Dates:

Monthly assessments are due in full on or before the 1st of each month, and are delinquent if they arrive after the 5th. However, if the 5th is a Sunday or legal holiday, monthly assessments must be

received on the first business day following. Postmark dates do not count. A payment must be received by the Association by the 5th to avoid late charges.

Place of Payment:

Payments may be mailed to Timberhill Townhouse Association at 3355 NW Walnut, Corvallis, OR 97330 or deposited in the white lock box by the clubhouse door.

Direct Deposits:

Your bank can set up a bill paying system to the Association that will eliminate writing monthly checks.

Advance Payments:

Checks sent to the Association early, will be held until the 1st of each month, or until the 5th—if so directed.

Late Fees:

A late fee of \$10 per month will be charged for a monthly payment received after the 5th.

Example 1: If, for example, April's payment is received one day late, a \$10 monthly late fee will be charged. Example 2: If April's payment does not arrive by May 5th, an additional late fee will be charged for April's late payment, plus a late fee will be charged for May's late payment. If only part of a monthly payment is paid by the 5th, the \$10 late fee will be charged. In case of a resident's death, late fees will be waived for up to 90 days.

Crediting of Monthly Payments:

A monthly payment received after the 5th will be credited first to any outstanding late fees with the remainder credited to the monthly assessment. In other words, a subsequent payment, even if on time, does not cure a delinquency as the payment will be applied to late charges first and thus the payment is only partial and still considered late.

Additional Consequences for non-Payment:

Homeowners who are more than 30 days delinquent in the payment of the monthly assessments automatically lose their rights to vote and to use Association recreational facilities until their account is current. (General Rules, Section 8.3)

Regarding liens against property for accounts 120 days delinquent: see Bylaws Article XIV, Section 9.

Change Control Form – Rules & Regulations

Change Date	Filing Date	Changes Made
5/1/2009	4/22/2009	Complete rewrite of Rules & Regulations to bring current.