

**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.

This document supersedes all previously adopted rules and regulations or resolutions of the Timberhill Townhouse Association #1 whether recorded or unrecorded.

**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 Architectural Committee (AC) is empowered to review, approve or deny Owner applications to make exterior changes to dwellings or structures, or to add new structures. Exterior changes or additions include, but are not limited to, fences, roofs, windows, gutters, doors and exterior paint.

2.2 The Board of Directors shall appoint the chair of the AC who, in turn, will select members. The AC may have as many or as few members as the AC chair deems practicable. The AC chair may approve or deny Owner applications on behalf of the AC, or may delegate that authority to another member of the committee on a temporary basis. The AC and its chair serve at the pleasure of the Board of Directors.

2.3 Owners must receive written approval from the AC before making any exterior changes to dwellings or structures, or before adding new structures. AC approval does not waive compliance with applicable building codes and ordinances.

2.4 To seek approval for a project under this section, an applicant must submit a written application to the AC by email (info@thta.com) or snail mail (3355 NW Walnut Blvd.).\*

2.5 After receiving a written application, the AC will review, approve or deny it within 30 days of receipt. The decision of the AC is final and binding. Notwithstanding, an appeal to the Board of Directors may be allowed at the discretion of the AC. All approved applications will be disclosed at the next regularly scheduled Board meeting and will be included in the minutes of that meeting.

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\*Some projects require that specific information be included in the application. See: Roofing Policy, Section 13; Covers for Decks and Patios Policy, Section 14; Satellite Dish Installation Guidelines, Section 19. New or replacement fence designs must not enclose a common area, be over six feet high at the highest, must be constructed of wood comparable to other Association fences, and have gates that open and close inward. New wood can be weathered, and then finished as approved by the AC as soon as possible and at the Owner's expense. The Association's contract painters will paint previously painted privacy fences only during the usual rotation.

### 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 basis. Residents can do interim touch-up painting providing they use the color and brand of paint specified by the Association Paint Chairman. After an 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, recycle and yard debris bins must be screened from view except for the time period 24 hours before and 24 hours after collection. All bins must be marked with the house number. Residents are requested to use plastic bags inside garbage bins and tie them to avoid litter at the time of collection. Two yard debris bins are located beside the tool shed by the pool and may be used by residents.

3.6 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 maybe displayed except with written permission of the Board.

3.7 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.

3.8 Garage Door Windows: Items stored in the garage should not block windows. Windows may be covered but only with a privacy control film. (Recommended GiLA "frosted" in either adhesive or cling type available at most outlets).

3.9 Smoking: No smoking allowed beyond an owner's property and all smoking materials must be picked up. Beware of fire danger in extinguishing smoking materials such as cigarette butts in bark dust or other flammable material.

3.10: Water Shutoff Valve: It is the responsibility of owners to ensure that the water shutoff valve for their townhouse is located, working, and accessible. This is necessitated because multiple townhouses share a common water supply line. (Per Article XI, Easements, of the Covenants for Timberhill Townhouse, the Association has access to the water shutoff valve for each townhouse for the purpose of identifying the source of a water leak and isolating the leak with the minimum

disruption of service.)

The division of responsibilities between the City of Corvallis, the Timberhill Townhouse Association and the homeowner is documented in Section 17, Delineation of Responsibilities in the Rules and Regulations. Please see the Utility – Water heading for additional details concerning the water supply.

3.11: Window Air Conditioners: Resident needs to install the window air conditioner using a glass window above the unit (first preference). If plywood covering is necessary, it must be painted to match the exterior color of the unit.

#### 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. For purposes of the parking rules found in Section 5, “resident” shall mean and refer to every person or entity who occupies a Dwelling Unit for any length of time (1) as an Association member or (2) through a lease, rental agreement, or any other agreement that compensates the Dwelling Unit owner or the owner’s assigns for the use of the Dwelling Unit.

The intent of the parking policy applicable to residents is to limit the parking exception in paragraph 5.6 to a combined total of no more than three overnights in a calendar month per Dwelling Unit regardless of the number of residents who may have the use of that Dwelling Unit during any calendar month.

5.2. The Common Area is all property within the association that is not privately owned as shown on the Benton County Tax Assessor's map.

5.3. Vehicles defined as boats, trailers, motorcycles, trucks, truck-campers, recreational vehicles and like equipment, or junk cars or other unsightly vehicles, must be parked in the garage or carport (if no garage is available). Parking of said vehicles is not permitted in the Common Area except for the purpose of loading/unloading and cleaning.

5.4. ALL RESIDENT VEHICLES not included in Section 5.2 must be parked in the garage or carport (if no garage) with the exceptions noted in Sections 5.5 and 5.6.

5.5. Visitor Parking: A visitor may park their vehicle overnight in a marked Visitor Parking Space and/or in front of the garage or carport of the unit they are visiting for a combined total of no more than three overnights in a calendar month. Parking in front of the unit’s garage or carport must not restrict or inhibit access by other vehicles.

5.6. Resident parking: A resident may park their vehicle overnight in a marked Visitor Parking Space and/or in front of their garage or carport for a combined total of no more than three overnights in a calendar month per unit. Parking in front of the unit’s garage or carport must not restrict or inhibit access by other vehicles.

5.7. Parking in all Common Areas is prohibited with the exceptions noted in 5.4 and 5.5.

5.8. Parking on private property within the Association: Parking on asphalt areas is subject to

the same restrictions specified in Section 5.4 and 5.5. Parking on non-asphalt areas is not permitted.

- 5.9. Any Board member can approve the temporary waiver of any parking rule. Under special circumstances, the Board may approve temporary parking in a designated space in the Common Asphalt Area. At the Board's discretion, there may be a \$30 per month charge for such parking.
- 5.10. Vehicles violating any parking rule may be towed at the vehicle owner's expense following one warning in a 6-month period. Alternatively, at the Board's discretion the owner of the unit associated with the offending vehicle may be fined \$15 per day per violation according to the Financial Penalties Resolution in Section 15 of this document.
- 5.11. The authorized towing company is:  
B&R Towing: 3065 SE 3rd St, Corvallis, OR 97333 541-757-0458.
- 5.12. The Association's management company is:  
Willamette Community Management, 541-602-1775, wcm@willamettecm.com
- 5.13. Maximum speed for motor vehicles everywhere inside the Association is 10 mph.
- 5.14. Unlicensed motor vehicles may not be operated anywhere in the Association.
- 5.15. 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.
- 5.16. Car repairs must be confined to the garage or carport. Only residents may wash cars in the Association.

## 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. Individual garage sales are not otherwise permitted. Individuals are responsible for their own advertising.

7.2 Estate Sales: Up to a 4 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 as well as Rule 8.5

## 8. ASSESSMENTS

8.1 Monthly assessments are due to the treasurer by the 1<sup>st</sup> of the month. After the 5<sup>th</sup>\*, 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: In the event any Owner has not paid assessments or other charges, fees, or penalties within 60 days of the date the billed amounts are due, the Association will notify the Owner in writing that the violations exist and that the Owner’s voting rights and right to use the Common Areas are suspended until the amounts due have been paid in full.

In cases of other violations of the Governing Documents of the Association by an Owner, the Association may notify the Owner in writing that the violations exist and suspend the Owner’s voting rights and right to use the Common Areas for the period that the violations remain unabated, or for any period not to exceed sixty (30) days for any infraction.

In either case above, the notice shall advise the owner(s) that they may request a hearing with the Board of Directors to dispute the circumstances of the alleged violation or request mitigation of the enforcement action. If a hearing is requested, it shall be held at the next Board of Directors meeting or at a mutually agreeable date within thirty (30) days, and the enforcement action shall be deferred until after the hearing. The Board will hear testimony from the owner(s) and any other affected party and will take the case under advisement. The Board shall have sole authority to

render a reasonable decision which shall occur not later than 10 days after the hearing date.

- 8.4 Dues Reminder: See attached Dues reminder sheet at the end of these rules.
- 8.5 Escrow service fee/records revision management: Upon the sale of a home, Timberhill Townhouse will charge an escrow service fee/records revision management fee of \$50 to cover the administrative cost of transferring records from one owner to the next as well as the required escrow forms.

## 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 webmaster will post the current Rules & Regulations on the THTA website (<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 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.”

11.3 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.

11.4 Guests must be accompanied by the homeowner or tenant at all times.

11.5 Showers must be taken before entering the pool water.

11.6 Any person with a skin rash, open sore, or bandage of any kind is not permitted to use the pool.

11.7 Running and other dangerous activities are not permitted in the pool area.

11.8 No glassware or other breakable items are permitted in the pool area at any time. No alcoholic beverages or drugs allowed 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.

11.9 Bicycles, skateboards, and other comparable items are not allowed in the pool area.

11.10 Swim suits or trunks must be worn in the pool. Dirty, unsanitary or ragged clothing is prohibited.

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

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

11.13 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.

11.14 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.

11.15 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.

11.16 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 non-refundable fee of \$10 will be charged to replace a lost key.

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

11.18 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.**

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

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

11.21 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.

## 15. FINANCIAL PENALTIES RESOLUTION

15.1 The Board adopts this resolution to establish procedures to assess financial and other penalties against members in order to remedy violations of the Bylaws and Declaration of Covenants, Conditions and Restrictions (CC&Rs) of Timberhill Townhouse Association.

15.2 Upon being notified of a violation, the Board of Directors shall cause a 'first' notice of violation to be sent to the owner(s) of the subject property (notices will be deemed delivered when sent by USPS Registered Mail to the address of record in Association files). The notice will inform the owner(s) of the violation and state a specific period of time to correct or abate the violation. The corrective period shall be a reasonable length of time based on the nature of the violation and corrective action needed. "Reasonableness" is at the sole discretion of the Board.

15.3 If the owner(s) has neither contacted the Association nor corrected the violation within the stated time period, a 'second' notice of violation will be sent to the owner(s) indicating that if the violation has not been corrected by a specific date (usually an additional 10 days from first date), a fine of \$15 per day will be assessed against the owner(s) until the violation is corrected.

15.4 If the violation is of a nature as to occur intermittently, such as a nuisance or offensive activity like excessive noise, a fine of \$50 may be imposed for the first occurrence, \$100 for the second occurrence, and \$200 for each subsequent occurrence.

15.5 In either case in #2 above, the notice shall advise the owner(s) that they may request a hearing with the Board of Directors to dispute the circumstances, request mitigation of the fine assessment, or request extension of the corrective period. If a hearing is requested, it shall be held at the next Board of Directors meeting or at a mutually agreeable date within thirty (30) days, and the fine shall not be assessed until after the hearing. The Board will hear testimony from the owner(s) and any other affected party and will take the case under advisement. The Board shall have sole authority to render a reasonable decision which shall occur not later than 10 days after the hearing date.

15.6 When the accrued amount of the assessed fine and any applicable interest or late charges for non-payment exceed \$500, the owner(s) will be notified of the status of the account, informed that the fines will continue to accrue, and informed that a lien may be placed on the homeowner's lot

for payment. The lien will include all appropriate legal fees, costs and recording fees, along with any interest that accrues until the fine is collected. Correction of the violation will not waive accrued fines, fees, costs, and interest, which must be paid in full, prior to release of the lien.

## 16. IMPORTANT INFORMATION A DUES REMINDER

### 16.1 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 5<sup>th</sup>. However, if the 5<sup>th</sup> 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 5<sup>th</sup> to avoid late charges.

### 16.2 Place of Payment:

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

### 16.3 Direct Deposits:

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

### 16.4 Advance Payments:

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

### 16.5 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 5<sup>th</sup>, 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.

### 16.6 Crediting of Monthly Payments:

A monthly payment received after the 5<sup>th</sup> 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.

### 16.7 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)

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

### 17. DELINEATION OF RESPONSIBILITIES

The Board adopts the following delineation of responsibilities for utilities and infrastructure between the provider (where applicable), the Timberhill Townhouse Association and the homeowner.

<b>System</b>	<b>Provider</b>	<b>Association</b>	<b>Homeowner</b>
Clubhouse, walkway		All	R&R Section 12: Rules of use.
Decks and railings		N/A	Maintenance, painting and repair. Homeowner modification or replacement with Board pre-approval.
Fence - Perimeter		When ready for replacement, Board negotiates with property owner on other side (if exists).	N/A
Fence - townhome		Painting per Board defined schedule.	R&R Section 2.5: Maintenance and repair. Homeowner modification or replacement with Board pre-approval.
Gutters and gutter drains		From dirt level to discharge point if line broken. All repairs to broken line require Board pre-approval.	R&R Sections 2.4, 3.1, 3.3 and 13: Maintenance and repair/replacement from roof to dirt level, color match. If beyond dirt level, homeowner initiates diagnosis. Responsible if clogged due to leaves, etc.
Insurance		Fire and extended coverage for pool and clubhouse complexes. Liability coverage for THTA and the THTA Board.	Requirements defined in Article XII, Section 6 in the CC&R's

<b>System</b>	<b>Provider</b>	<b>Association</b>	<b>Homeowner</b>
Landscaping		All but areas maintained by homeowner.	Homeowner to water and maintain installed sections plus area behind homeowner fence. Board pre-approval of plans to add or remove.
Painting		R&R Section 3.4: Exterior painting of siding, trim and townhome fences per Board define schedule.	Decks and railings.
Pool complex		All	Key deposit. R&R Section 11: Observe rules of conduct.
Roads		All asphalt roads	Areas under carport or garage, concrete driveways.
Roofs		N/A	R&R Sections 2.4, 3.1 and 13: Maintenance and replacement with Board pre-approval of shingle type and color. R&R Section 19: Satellite dishes/antennas with Board pre-approval of placement.
Sidewalks	City of Corvallis for repair of public sidewalks on Walnut and 29 <sup>st</sup> St.	Up to front step or front door if no step. Cleaning of public sidewalks on Walnut and 29 <sup>th</sup> St.	Option for owner installed, e.g. ramp. Requires Board pre-approval of plans.
Site lighting	Consumers Power: Timber poles and lights, electricity.	Garden lights for safety.	Option for owner installed outside lights, e.g. porch, motion sensitive. Requires board pre-approval of any changes or additions to outside lighting. Provide electricity at all times to THTA installed garden lights.
Storm drains	City of Corvallis owns one line, easement.	THTA owns one line.	N/A

<b>System</b>	<b>Provider</b>	<b>Association</b>	<b>Homeowner</b>
Streams	N/A	Landscaping as approved by the City of Corvallis.	N/A
Underground irrigation system		All irrigation systems except what installed by homeowner.	Any homeowner installed irrigation system.
Utility – Cable	Comcast: To and including the junction box at townhome.	N/A	From townhome to junction box.
Utility – Electric	Consumer’s Power: To and including the electric meter.	N/A	From townhome to electric meter.
Utility – Natural gas	Northwest Natural Gas: To and including the gas meter.	N/A	From townhome to the gas meter.
Utility – Sanitary Sewer	City of Corvallis: Main sewer line.	From where tap into Corvallis’ main sewer line to cleanout at each townhome.	From townhome to cleanout. If beyond cleanout and before tap into THTA main line, homeowner initiates diagnosis. Responsible if clogged. Responsible for maintaining easy location of and clear access to cleanout.
Utility – Telephone	Century Link: To and including the junction box	N/A	From townhome to the junction box.
Utility – Trash, recycling and yard debris.	Republic Services: Pickup in Association designated locations.	1 32 gallon trash bin with every-other week pickup. Weekly recycle and yard debris. Monthly glass.	Storing and marking containers per R&R, Section 3.5. Moving containers to designated pickup location prior to pickup and returning no later than specified in Section 3.5. Additional trash bin(s) at homeowner’s expense.



<b>System</b>	<b>Provider</b>	<b>Association</b>	<b>Homeowner</b>
Utility – Water	City of Corvallis: All water lines to, and including water meters and fire hydrants.	From the water meter to the shutoff valve at each townhouse	From townhouse to and including the shutoff valve. Responsible for ensuring that the water shutoff valve is located, working and accessible.
Wi-Fi	Comcast: To Modem	From modem to transmitters	Reception of signal and distribution in townhome.

## 18.CAPITAL RESERVE ACCOUNT

The Board of Directors of the Timberhill Townhouse Association adopts this resolution to establish, fund and utilize a capital reserve account

### 18.1 Reserve Account

18.2 A reserve account shall be established to fund major maintenance, repair or replacement of all items of common property which will normally require major maintenance, repair or replacement, in whole or in part, in more than one and less than 30 years.

18.3 The reserve account need not include reserves for those items that can reasonably be funded from the general budget or other funds or accounts of the association.

18.4 The reserve account shall be established in the name of the homeowners association. The association is responsible for administering the account and for making periodic payments into the account. The reserve account is to be kept separate from other funds.

18.5 The reserve account will be funded by periodic and/or special assessments against all lots within the association.

18.6 Initial funding for the reserve account will come from the existing Capital Improvements fund.

18.7 The reserve account must be FDIC insured. Interest earned on the account will remain in the account and added to the total capital reserves.

18.8 The Board of Directors can authorize the expenditure of funds in the capital reserve account only for the purposes for which reserves have been established as defined in section 1.1 except as provided in section 18.11, borrowing of reserve account funds.

18.9 The reserve account is subject to the requirements and restrictions of ORS 94.670 and any additional restrictions or requirements imposed by the declaration, bylaws or rules of the homeowners association.

18.10 Assessments paid into the reserve account are the property of the association and are not refundable to sellers or owners of lots.

18.11 The Board of Directors may borrow funds from the reserve account to meet high seasonal demands on the regular operating funds or to meet unexpected increases in expenses. Not later than the adoption of the budget for the following year, the board of directors shall adopt by resolution a written payment plan providing for repayment of the borrowed funds within a reasonable period.

18.13 The Board of Directors of the association annually shall conduct a reserve study or review and update an existing study to determine the reserve account requirements. The reserve study shall:

18.13.1 Identify all items for which reserves are or will be established.

18.13.2 Include the estimated remaining useful life of each item as of the date of the reserve study.

18.13.3 Include for each item, as applicable, an estimated cost of maintenance and repair and replacement at the end of the item's useful life.

18.13.4 Include the pro-rated amount of reserve funds that are required by the end of the current year and at the end of each of the next 10 or more years.

18.13.5 The Board of Directors will incorporate the new or updated reserve study in the operating budget for the following year.

18.14 The Board of Directors may provide for other reserve items that are deemed appropriate, including reserves for unplanned maintenance, repair or replacement of common property.

18.15 After review of the reserve study or reserve study update, the Board of Directors will determine the funding from the operating budget for the following year with the goal to maintain a minimum of 90% and a maximum of 110% of the aggregate, pro-rated amount of reserve funds identified in the capital reserve study and including any additional items deemed appropriate by the Board of Directors.

18.16 Unless the Board of Directors determines that the reserve account will be adequately funded for the following year as defined in section 18.15, the Board of Directors may not vote to eliminate funding a reserve account required under this section or under the declaration or bylaws.

## 19. SATELLITE DISH INSTALLATION GUIDELINES

19.1 Association resident 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. The Board of Directors (Board) has established the following guidelines that are intended to be flexible to provide the Board with the ability to address any and all circumstances that may arise in connection with a request to install a satellite dish. All decisions by the Board will be documented and maintained in the Association's meeting minutes records, including any extenuating or unique factors involved in the decision making process.

19.2 Satellite dishes may be installed on property within the exclusive use or control of the dish user where the user has a direct or indirect ownership interest in the property.

19.3. Satellite dishes shall be no larger nor installed higher than is absolutely necessary for reception of an acceptable quality signal.

19.4. Where adequate signal reception requires a dish to be visible from other Association townhouses or an adjacent street or roadway, the owner shall install the dish in the manner and location least visible to the extent possible without causing an unreasonable cost increase or affecting reception. The owner should discuss installation placement with any neighbor who might be affected by the location.

19.5. Dish installations shall comply with all applicable statutes, ordinances, rules and regulations promulgated by any governmental authority, including, but not limited to, the obtaining of any permits required by such authorities unless those statutes, ordinances, rules and regulations have been preempted by the FCC Antenna Installation Rule.

19.6. Owners are exclusively responsible for all maintenance costs, including, but not limited to, costs to replace, repair, maintain, move (either on a temporary or permanent basis) or remove dishes or any related materials, including screening materials, structures, or other items associated or appurtenant to the dishes; for the repair of all damage to any portion of the association property caused by the installation, maintenance, or removal of dishes (including, without limitation, excessive wear and tear to any portion of the property as solely determined by the Board) and, to pay any damages or losses caused by installation, lack of maintenance or removal of dishes.

19.7. Owners have 72 hours to remove or repair a dish if it becomes detached from its installation base. The Association may remove the dish at the Owner's expense after 72 hours, or at anytime if the detachment threatens safety of persons or property.

### Change Control Form – Rules & Regulations

Change Date	Filing Date	Changes Made
5/1/2009	5/1/2009	Complete rewrite of Rules & Regulations to bring current.
12/8/14		Addition/revision of many sections
12/14/15		Addition/revision 8.5, 3.8
1/11/16		Revision of 5.4
4/11/16		Added section 3.9
8-8-16		Added 3.10 and 3.11
12-12-16		Revised all of section 5.5
5-8-17		Revised 3.5 and added Section 17: Utility – Trash, recycling and yard debris
1-18-18		Revised 5.4, 5.5, and 5.7 - added new 5.6 and shifted numbering for remainder of section 5. Added wording to 11.17
7-17-18		Revised section 5.
2-18-20		Section 2 deleted and completely replaced
11-21-23		Revised Section 11, Swimming Pool Regulations

Authority of Section 5.1-5.16	
ORS 100.405	Powers of the Association
ORS 98.805-840	Disposition of Unlawfully Parked Vehicles
CMC 6.10.040	Parking (CMC=Corvallis Municipal Code)
ORS 94.630	Powers of the Association
Bylaws Article X Section 1, 2	Powers
CC&R Articles 4.23	Rules and Regulations
CC&R Articles V Section 1 f)	Parking
CC&R Article X Section 6	Specific Rules
CC&R Article X Section 10	Specific Rules

Section 8.3 Authority: ORS 94.630	Powers of the Association
ORS 94.777	Compliance with bylaws...
Bylaws Article X Section 1, 2	Powers

Section 15 Authority:	ORS 94.630	Powers of the
Association		
	Bylaws Article X Section 1, 2	Powers
	CC&R Article XII	General Powers and
Obligations		
	CC&R Article VI, Section 1.	Specific Powers and Duties
	CC&R Article VI, Section 3.	Specific Powers and Duties

Authority for Section 18	ORS 94.630	Powers of the
Association		
	ORS 94.595	Reserve Study and Maintenance
Plan		
	ORS 94.670	Keeping Documents and Records
	Bylaws Article X Section 1, 2	Powers
	CC&R Article XII	General Powers and
Obligations		
	CC&R Article VI, Section 1.	Specific Powers and
Duties		
	CC&R Article VI, Section 3.	Specific Powers and
Duties		
	CC&R Article VI, Section 4.	Specific Powers and
Duties		