

## **Rules and Regulations**

### **The Timbers Condominium Association**

#### **Authority**

These rules are set forth pursuant to the authority conferred to The Timbers Condominium Association, herein after referred to as the "Association."

Authority conferred by Section 13.6.3 of that certain Declaration of Covenants, Conditions, and Restrictions for The Timbers Condominium Association recorded under Snohomish County Recording No. 201905225003 (as amended from time to time, the "CC&Rs"), which states *"The Board shall have the power to adopt Rules to establish and enforce construction and design criteria and aesthetic standards pertaining to the improvements and alterations to the Community."*

#### **Intent**

It is the intent of these rules and regulations to augment the recorded CC&Rs for the purpose of protecting the value and desirability of the homes within the Community and protecting the natural beauty of the common areas, which is the purpose of the Association.

These Community Rules and Regulations do not replace the Articles of Incorporation, CC&Rs, or Bylaws. Rather, they supplement those documents. To the extent these rules and regulations conflict with the CC&Rs or Bylaws, the CC&Rs or Bylaws shall govern.

Any violation of the rules and regulations below or the CC&Rs will be considered a finable offense. A violation notice will be issued for violations stating the timeframe for compliance, the specifics of the alleged offense, and the fine schedule. Owners and tenants are responsible at all times for the reasonable conduct of their family members and guests. Owners are responsible for notification to tenants of covenant restrictions and rules and regulations. Owners are responsible for notifying the Board immediately of any change in billing address.

1.     **Good Citizenship**
  - A.     Quiet hours will be between the hours of **10:00 pm and 7:00 am.**
  - B.     No noxious or offensive activities shall be carried on, in or upon any Unit, nor shall anything be done therein which may be or become an annoyance or nuisance to other Unit Owners.
2.     **Yard Maintenance**
  - A.     Front yard landscaping and all landscaping visible from the street or common areas must be kept well maintained, including mowing, weed removal, fertilization and watering (except in times of water rationing decreed by the local water utility).
  - B.     Backyards are to be landscaped within 6 months of completion of a Housing Unit.  
(Section 11.1.1 of the CC&Rs)
3.     **Vehicles and Parking**
  - A.     No motor vehicles exceeding one-ton load capacity, recreational vehicles, mobile homes, travel trailers, tent trailers, utility trailers, campers, boats, boat trailers, detached campers, camper shells or other similar vehicles or equipment may be parked or repaired on any Unit, common area, or street within the Property (except as provided in the CC&Rs or within garages).

- i. This does not apply to cleaning, loading, and short-term parking (short-term parking is less than 24 hours).
    - ii. With prior permission of the Architectural Control Committee ("ACC"), recreational vehicles may be temporarily allowed in accordance with the CC&Rs.
  - B. No motor vehicles which are illegal to operate due to licensing or physical conditions shall be parked or stored on any Unit (except in a garage) or in the street for more than 24 hours. Motor vehicles, inoperable for reasons of mechanical failure, shall not be parked and/or stored on any Unit (except in a garage) or street for more than 24 hours.
    - i. Non-complying vehicles will be subject to possible towing and/or fines.
  - C. No motor vehicle may be parked on any surface not originally designated for parking by the builder/developer or otherwise approved by the ACC. Surfaces designated for parking include garages, driveway aprons, and streets (where not prohibited). Vehicles should not impair use of sidewalks nor access to driveways. Any vehicle not parked in accordance with these restrictions shall be subject to fine and/or towing at the owner's expense unless parked in accordance with a written exemption granted by the ACC.
  - D. Vehicle fluid and oil spills must be immediately removed and cleaned up by, or at the expense of the Resident.
- 4. Animals
  - A. A Unit owner may keep dogs, cats and other indoor household pets in accordance with these Community Rules and Regulations and Section 10.2.8 of the CC&Rs.
    - i. All animals shall be kept solely as domestic pets.
    - ii. No animals shall be kept in number and bred or maintained for commercial purposes.
    - iii. When not restricted to the Owner's Unit, pets within the Community shall be leashed and accompanied by a person who shall be responsible for promptly cleaning up any animal waste and disposing of same in suitable containers.
    - iv. No animal shall be allowed to make an unreasonable amount of noise or become a nuisance inside or outside of the dwelling.
- 5. Trash Containers
  - A. All garbage and other waste materials shall be kept in appropriate sanitary containers located in the garage or on the side of the home and concealed from view from the street and from adjoining Units to the extent practicable.
    - i. Garbage containers may be put out by the curb the night prior to garbage pick-up and must be removed from the curb the night of garbage pick-up. Containers are not to remain out over 24 hours.
- 6. Holiday Displays and Other Exterior Adornments
  - A. All holiday displays and decorations must be removed within 30 days of the end of the pertinent holiday. No displays or decorations may be installed earlier than 30 days before the pertinent holiday. All holiday decoration that appear seasonal in nature must be removed per the above listed guidelines no matter the holiday or religious affiliation.

- B. Any seasonal or year round exterior decorations, displays or adornments (including statuary, fountains, and ponds) are prohibited in the front yard unless approved by the ACC.
7. Home Business
- A. Home business occupations are permitted provided such businesses are undetectable from the street by sight, sound, odor, or noise.
    - i. The business use shall operate in its entirety within the dwelling unit and only by persons residing in the dwelling.
    - ii. The business use shall be clearly incidental and secondary to the use of the dwelling for dwelling purposes and shall not change the character of the dwelling or of the neighborhood by increasing noise, lights, traffic, or other disturbances.
    - iii. The business operation must comply with all applicable municipal ordinances, and maintain current licenses as required by the municipality. The Board will require copies of licenses.
8. Signage (Section 10.2.7) With ACC approval:
- A. No more than one professionally made "Home for Sale" or "Home for Lease" sign not larger than six (6) square feet in total size shall be displayed at any time.
  - B. A reasonable number of garage sale signs may be posted within the community so long as they are posted no earlier than two days prior to the sale and removed no later than 6:00 pm on the last day of the garage sale.
  - C. Except for security alarm signs, all other commercial and advertising signs are prohibited.
  - D. During regular political campaigns, owner may display political signs not larger than (4) square feet in total, which shall be in place no longer than (60) days and must be removed the day following the election for which they are displayed.
9. Architectural Changes (Section 11.5)
- A. No structure shall be constructed or caused to be constructed on any Unit unless the plans for the structure have been approved in writing by the ACC.
    - i. This includes any building, wall, or other structure or exterior addition, change, or alteration to it that is to be commenced or erected upon a Unit; including parking bays, new roofs or siding materials, sheds, garages, play structures, decks, and any other item that would be visible from the street or common areas.
    - ii. Fences (Section 10.2.13): Any new fencing or alterations to fencing (including color) must be approved by the ACC prior to construction or alteration. All new staining must be stained per an approved stain color by the ACC. All new fencing must conform to the specifications as set forth in the approved fence details for perimeter or interior fencing, as attached to these Rules. The Board may adopt different fencing standards as permitted.
  - B. All requests must be routed through the ACC for the Community Name Homeowners Association, Board of Directors, or the Board's representative.
    - i. All requests must be sent via certified mail or via e-mail to the ACC or HOA Management Company, with verification of receipt requested or by obtaining a written

receipt of acceptance signed and dated by a member of the ACC or Management Company.

- C. Failure to submit in advance may result in the ACC having to require removal or changes, the costs of which must be paid by the Unit owner.
- D. The ACC shall approve or disapprove such plans within 60 days of the date of receipt of a complete submittal. Any application requiring additional information to review the request will be considered incomplete. The 60-day timeline does not start until all required information is received.

10. Satellite Dishes and Antennas

- A. Satellite dishes not exceeding twenty-four inches (24") in diameter (or other size hereafter adopted by the Board or ACC to reasonably accommodate Owners, as set forth in Section 11.5.2.3 of the CC&Rs) may be allowed on the buildings with the prior written approval of the ACC. The satellite dish must also meet the following criteria:
  - a. The satellite dish is placed in the most discreet location.
  - b. The satellite is screened from view.
  - c. The satellite dish is not visible from the Street.
- B. Solar panels are permitted as provided in the CC&Rs, provided that the ACC may impose reasonable conditions upon such installation to the extent permitted by law.

11. Assessments, Late Fees, and Fines

- A. Homeowner assessments are due on the 1<sup>st</sup> of each month and are considered late if not received (postmarked) by the 5<sup>th</sup> of each month.
- B. A \$25.00 late fee will be charged for any assessments or outstanding balances that are not paid within 5 days of the due date. In addition, a \$10.00 fee may be assessed each time a late fee is charged to cover the administrative fees for collecting any late assessments.
- C. An additional \$25.00 late fee will be charged for each subsequent month that payment is not made, or the account has an outstanding balance owing. In addition, a \$10.00 fee is charged to cover the administrative fees for collecting any late assessments.
- D. If a homeowner's account has an overdue balance for 90 days or more, or if otherwise determined necessary by the Board, the Association may bring action against the person or entity per the governing documents. Said action may include all or any one of the following actions:
  - Record a lien for the amount of the assessment plus interest, late charges, any attorney fees and costs incurred or estimated to be incurred in enforcing the lien with the County within which the residence is located.
  - Setting up a personal judgment
  - Garnishment of wages and accounts
  - Judicial foreclosure
  - Non-judicial foreclosure
  - Sending account to a collection agency

12. Violations and fines. The following escalating fines apply per infraction:

- A. The first violation of the Rules and Regulations or the CC&Rs will result in a written warning.

- B. The second violation notice of the same or similar Rule or Section of the CC&Rs within 12 months will result in a \$50 fine.
- C. The third violation notice of the same or similar Rule or Section of the CC&Rs within 12 months will result in a \$100 fine.
- D. The fourth violation notice of the same or similar Rule or Section of the CC&Rs within 12 months will result in a \$200 fine.
- E. Each subsequent violation notice for infraction of the same or similar Rule or Section of the CC&Rs within 12 months will result in a \$200 fine.

13. Appeal Process:

- A. If a homeowner feels that a notice of violation is not legitimate, or feels that clarification of the violation is necessary, they may submit an appeal in writing to the Board in care of the HOA Management Company within 48 hours after the notice of violation is received. The Board will have 30 days to review and issue a ruling.
- B. As part of their appeal submission or during the review process, the homeowner may submit any evidence, statements and other information concerning the violation. The homeowner may also request to be heard before the Board prior to their determination. The Board shall consider all reasonable information and shall grant any request to be heard prior to their ruling.
  - i. If the ruling on the appeal is in favor of the homeowner, then a notice of resolution will be issued to the homeowner.
  - ii. If the ruling on the appeal is not in favor of the homeowner, the homeowner is subject to the aforementioned fine schedule and the 12-month violation time period will begin to accrue again from the point at which the violation was issued.

CERTIFICATE

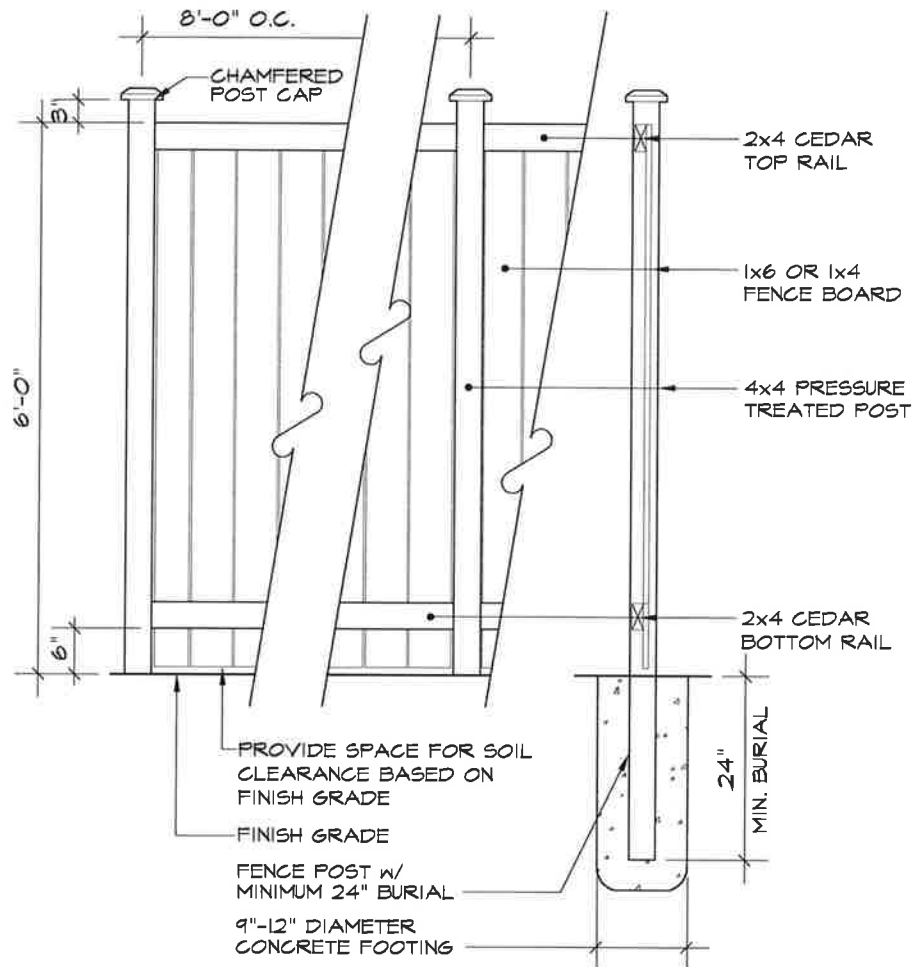
I hereby certify that the foregoing Rules and Regulations were duly adopted by the directors of the Association by unanimous consent on June 19, 2019.



Name: Thomas H. Burleson  
Title: Senior Vice President

**Fence Exhibit Attached**

# STANDARD 6' FENCE TYPE 'A'



## NOTES:

1. TIGHT KNOT CEDAR
2. ALL HARDWARE/FASTENERS TO BE NON-FERROUS
3. THE FINISHED SIDE OF THE FENCE SHALL FACE THE EXTERIOR OF THE LOT
4. ALL FENCES STAINED WITH SHERWIN WILLIAMS WOODSCAPES SEMI-TRANSPARENT CUSTOM COLOR #8084-33394 OR SHALL BE STAINED WITH AN ALTERNATIVE BRAND AND COLOR AS APPROVED BY THE BOARD OR THE ACC
5. THE BOARD MAY ADOPT, BY RESOLUTION, DIFFERENT FENCING STANDARDS THAT ARE ACCEPTABLE FOR THE COMMUNITY IN ADDITION TO THOSE SET FORTH IN THIS EXHIBIT, SO LONG AS SUCH NEW STANDARDS DO NOT DETRACT FROM THE OVERALL AESTHETICS OF THE COMMUNITY

DATE: 03/01/18