

**FORSTER WOODS HOMEOWNERS ASSOCIATION  
RULES – JUNE, 2005**

**1. GENERAL RULES**

- 1.1 These Rules provide sensible and reasonable standards for the Community and should be interpreted to that effect. The Board finds that these Rules are necessary to assure all Owners a pleasant community atmosphere.
- 1.2 These Rules supplement the Declaration and Covenants, Conditions, Restrictions, Easements and Reservations ("CC&R"), Bylaws, state statutes, and local ordinances governing homeowners associations and those living in this community. Please become familiar with these documents and laws. Many of the terms used in these Rules are defined in the CC&R. If the terms of the Rules and the CC&R conflict, the latter shall prevail.
- 1.3 The Rules and CC&R cover the individual(s) who holds the title to the Lot, their invitees, licensees, tenants, and/or guests (collectively, the "Owners"). Lots are to be used solely as a private dwelling, and Owners shall not use the Lot for any other purpose.
- 1.4 As provided in the Bylaws, the Board of Directors may amend these Rules in its sole and exclusive discretion. Any changes to these Rules shall be disseminated to all Owners.
- 1.5 Owners may submit comments or questions regarding these Rules to the Board of Directors via the current Property Manager. All submissions shall be written.
- 1.6 All Owners are subject to these Rules.
- 1.7 It is the responsibility of the individual(s) who holds title to the Lot to notify all invitees, licensees, tenants, and/or guests of these rules.
- 1.8 These rules shall take effect upon issuance and shall not apply to pre-existing architectural structures or landscaping.

**2. NOISE**

- 2.1 Owners shall carefully control noise levels to avoid disturbing others. Musical instruments, audio-visual media, and/or similar equipment shall be kept at levels that do not disturb other Owners. No loud or boisterous parties shall be permitted.

**3. PARKING/VEHICLES**

- 3.1 No campers, trailers, boats, or other recreational vehicles, or any part thereof, shall be parked or permitted to remain on any Lot, except for a twenty-four (24) hour load and unload period, unless the same is stored in a garage. Any recreational vehicle or trailer that does not fit in the driveway may be parked on the street provided it does not exceed the twenty-four (24) hour load/unload period and is kept directly in front of its Owner's residence.

3.2 Owners shall be financially responsible for the cleanup of oil, gasoline, anti-freeze, or other fluids they spill in the Community.

#### **4. COMMON AREAS/PARK**

4.1 Nothing shall be placed or constructed in any Common Area without the prior written permission of the Board.

4.2 Owners shall be financially responsible for causing any damage to the Common Areas.

4.3 All Common Areas are for the exclusive use of the Owners, and shall be used at their own risk. The Owners shall use the Common Areas with reasonable care.

4.4 With the exception of water guns, no guns are allowed in any Common Area.

4.5 It is a civil infraction to remove or destroy vegetation in a native growth protection easement area without the prior written consent of the Community Development Director for the City of North Bend.

#### **5. PETS**

5.1 Each pet (i.e., dog, cat, rabbit) Owner is responsible for removing pet waste from Common Areas and the Owner's Lot on a regular basis to prevent offensive odors. The Owners shall not allow pet waste in any other Lot.

5.2 Pets are not allowed to run unreasonably loose in the Community. All pets shall be on a leash or remain within the Owner's Lot.

5.3 Pets are not allowed in any of the Common Area's bark mulch.

5.4 Household pets shall not exceed three in number; provided that unweaned puppies or kittens may be kept for a reasonable period.

5.5 All animal enclosures must be kept in a clean, neat, and odor-free condition that reasonably contains the noise of the animal at all times.

5.6 Pet Owners are responsible for damage caused by their pets.

5.7 The Board may at any time exercise its discretion to require the removal of any pet that is unreasonably disturbing other Owners. Notwithstanding anything set forth herein, all Pet Owners shall comply with all applicable laws pertaining to animals.

#### **6. TRASH CONTAINERS AND DEBRIS**

6.1 All trash shall be placed in buried or screened sanitary containers that are not visible from adjoining structures or streets.

- 6.2 Garbage containers, debris containers, and recycle bins may remain curbside within twenty-four (24) hours of pick up.
- 6.3 Garbage and debris containers must have lids tightly attached at all times when placed curbside for pick-up. The contents of recycle bins must also be secured against scattering.
- 6.4 No Lot shall be used as a dumping ground for trash of any kind.
- 6.5 Yard rakings, dirt, and debris resulting from landscaping work or construction shall not be dumped onto adjoining Lots, Common Areas, or streets. Compost piles may be kept upon the Lots provided they are kept in a clean, neat, and sanitary condition.

## **7. OUTSIDE APPEARANCES**

- 7.1 Each Lot Owner shall maintain and keep her/his Lot in a clean, neat, sanitary, and well-maintained condition at all times. This includes making prompt repairs and replacing all items of damage to the Lot. This includes yard, landscape maintenance, and the fences around and between the houses.
- 7.2 Owners shall not allow personal possessions to create unsightly or unsafe conditions.
- 7.3 Driveways shall not be used for miscellaneous storage. No accumulations of any kind shall be allowed for more than seventy-two (72) hours.
- 7.4 Owners shall mow and trim their lawns frequently enough to keep their grass below four ("4") inches in height.
- 7.5 Basketball hoops shall not be stored on sidewalks or streets at any time. Basketball hoops shall be stored in the garage when not in use for a reasonable period of time.
- 7.6 Seasonal decorations shall be removed within thirty (30) days of the end of the particular season.
- 7.7 No wood piles shall be located within the front yard setback or visible from the street.
- 7.8 Any Owner causing damage to streets, plat improvements, entry structure, fences, landscaping, mailboxes, lights and lighting fixtures shall repair and restore the structure to the prior condition within twelve (12) days from the occurrence of such damage.
- 7.9 No washing, rugs, clothing, apparel, or any other article shall be hung from the exterior of any structure or be visible from the streets adjoining the Lots.

**8. ARCHITECTURAL CONTROL**

- 8.1 No structure shall be constructed on any Lot without prior written approval of the Board in its capacity as the Architectural Control Committee.
- 8.2 At least thirty (30) days before beginning construction of any structure on any Lot, the Owner shall submit to the Board, via the current Property Manager, an Architectural Review Request for the Board's approval. A copy of the form is attached.
- 8.3 The Board shall notify the Owner of its decision regarding the plan within thirty (30) days after receiving the request.
- 8.4 Any structure erected or placed on any Lot shall be completed as to external appearance within nine (9) months from the date construction is started. However, with good cause shown, the Board may extend this term.

**9. TEMPORARY STRUCTURES**

- 9.1 No temporary structure, trailer, shack, garage, barn, or other outbuilding shall be placed on any Lot as a residence.

**10. FENCES**

- 10.1 No fence shall be constructed on any Lot without the prior written approval of the Board, which may exercise its discretion in this matter.
- 10.2 All fences shall be 1" x 4" or 1" x 6" tall and be of cedar construction. The fence shall be constructed in a good and workman-like manner and shall not detract from the appearance of any adjacent structures.
- 10.3 The finished wood side of the fence shall face the adjacent Lot(s).
- 10.4 No fence shall exceed six (6) feet in height.
- 10.5 No fence shall be allowed within the front yard setback.
- 10.6 Any fence adjacent to a garage shall be located a minimum of fifteen (15) feet back from the front elevation of the garage, and any fence located adjacent to a house shall be located a minimum of fifteen (15) feet back from the front elevation of the house.
- 10.7 The Board may exercise its discretion to allow fences to the front elevation of a garage or house, provided the fence does not obscure the view of adjoining Lots.

**11. OFFENSIVE ACTIVITY**

- 11.1 No business or commercial activity of any kind (with the exception of a home office that is indiscernible from outside the home) shall be conducted on any Lot.

## **12. SIGNS**

- 12.1 No sign or adware of any kind shall be displayed for public viewing without the prior written consent of the Board, except for "For Rent" or "For Sale" signs in a form not prohibited by these Rules or the CC&R. "Open House" and "Garage Sale" signs can only be posted in the Common Areas on the day of the event.
- 12.2 Owners may post political signs on their Lot for thirty (30) days prior to a primary or general election. Owners shall remove these signs within seven (7) days after election day. Furthermore, political signs shall not exceed two (2) feet by three (3) feet, and no more than two (2) signs shall be displayed on an Owner's Lot.

## **13. RADIO AND TELEVISION AERIALS AND SATELLITE DISHES**

- 13.1 All aerial and/or satellite dish installations must receive prior written approval by the Board.
- 13.1 No television or radio aerial shall be more than six (6) feet in height above the highest point (exclusive of chimneys) on the structure upon which it is erected.
- 13.2 No rotary beams, separate towers, or other similar devices shall be constructed on any Lot without the written approval of the Board.
- 13.3 No satellite receiving dishes or other such electronic receiving devices shall be located on any Lot or home in a location that is unduly visible from the street. All aerial installations must receive prior written approval from the Board.

## **14. GRIEVANCE FINE PROCEDURE**

- 14.1 The Grievance Fine Procedure is for violations of the Rules, CC&R, or Bylaws.
- 14.2 In the event of a perceived violation, the complaining party must provide written notice to the current property management company. The notice must identify the perceived violation and request that the violation be corrected immediately.
- 14.3 The current property management company shall issue a Notice of Violation to the Owner. The Notice of Violation shall demand that the violation(s) be corrected within ten (10) days of the Notice. The Notice of Violation shall clarify if this is a first, second, or third violation and set out the fine procedure in section 14.5.
- 14.4 If the Owner disputes the Notice of Violation, the Owner may request a special meeting of the Board. The Owner shall make this request in writing within 10 days of the Notice of Violation by sending a letter to the current property management company. The Board shall meet with the Owner as soon as practicable.

14.5 Fines shall be assessed for any violation of the Rules, CC&R, or Bylaws as determined in the sole and exclusive discretion of the Board (subject to any requested notice and opportunity to be heard described above). The following is the current fine schedule:

- (1) First Offense - "Notice of Violation" – 10 days to comply.
- (2) Second Offense - \$50 fine for a failure to comply within 10 days of the date of the Notice of Violation.
- (3) Subsequent Offense(s) - \$100 fine every thirty days after the second offense of the same Rule, CC&R, or Bylaw.

## **15. FINES, DUES, AND ASSESSMENT PAYMENT**

15.1 Fines, Association annual dues, and special assessments shall be billed to each Owner via US mail, and shall include a payment due date no later than thirty (30) days from date of mailing.

15.2 Fines, Association annual dues, and special assessments shall be considered delinquent immediately after the bill's due date if not paid in full. If not paid in full within thirty (30) days, a late fee in the amount of \$25.00 per month shall be charged until the account is paid in full. If not paid within sixty (60) days, a lien shall be filed and the Owner shall pay the Association all its reasonable attorney's fees and costs incurred to resolve the matter.

15.3 Fines shall be payable to the Forster Woods Homeowners Association within 10 days of notification. A late fee of \$25 per month shall be assessed against the Lot Owner if the fine remains unpaid after the ten (10) day notice period.

15.4 At any time, the Board may initiate legal proceedings to collect homeowner dues and unpaid fines. The Owner shall be responsible for paying the Board's attorney's fees and costs incurred as a result of the unpaid dues or fines. Fines may continue to be assessed during the pending of such legal proceedings.