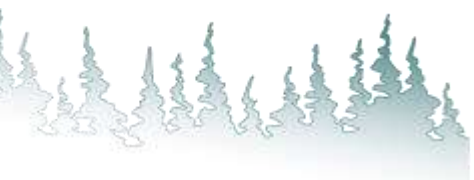


TIMBERLANE



Timberlane Homes Association Inc.

Professionally managed by Agynbyte LLC

Rules & Regulations

Last Updated & Published: October, 2016

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Introduction / Participating in your Neighborhood & Communication

Timberlane Homes Association volunteer Board of Directors holds regular meetings every month. Owners are invited and encouraged to attend the homeowners forum, held at the beginning of each board meeting, to voice concerns and ask questions.

Audit & Nomination, Architectural Control & Policy Compliance, Maintenance & Pool and Publicity & Recreation committee volunteers, bring their ideas, talents and energy to accomplishing the goals set by the Board and meets regularly. All meetings and events are posted along with useful information and updates on the Timberlane website, www.timberlanehoa.org which includes links to the Timberlane Homes Association Inc. facebook page.

Timberlane Home Association also publishes a newsletter, "The Timberlane Voice" with news of neighborhood activities, events, and recent Board and committee project progress reports. Members are encouraged to contribute feedback and ideas for articles to the Publicity & Recreation Committee. Items will not be printed in the newsletter without verification, but names can be withheld from print upon request. If you would like a copy emailed to you directly, or a paper copy mailed to you, please "OPT IN" by clicking the link on the Timberlane website www.timberlanehoa.org, or by using the "OPT IN" app on the Timberlane Homes Association Inc. facebook page.

In these online and mailed resources it is easy to find a variety of volunteer opportunities that could suit both the time you have available and interests. Volunteer participation, while hard work at times, is crucial to preserving and improving the value of our homes and the vitality of our neighborhood. Making a difference can be very rewarding.

Volunteering for the Board

Timberlane is run by a board of up to nine volunteer Directors elected to three-year terms at the annual meeting. Board members select eligible persons to board positions that become vacant between annual meetings. In making this determination, the Board considers the following: attendance at two board meetings within a four-month period, serving on a committee for two consecutive months, and an interview with the Board at a board meeting. To volunteer for the Board, contact Audit & Nomination committee (Audit@timberlanehoa.org) or make your interest known at a meeting.

Getting in Touch

Timberlane Homes Association's day-to-day operations are professionally managed by Agynbyte LLC.

Management Contact Information:

Agynbyte LLC

1800 136th PI NE, Suite 101
Bellevue, WA 98005

Office (425) 747-0146

Fax (425) 747-4139

service@agynbyte.com

The best way to get in touch with a board member is via e-mail. The Director's e-mail list can be found on the web site (www.timberlanehoa.org) and on the last page of the newsletter and can change without notice.

Chapter 1 — Purpose & Authority of the Rules & Regulations

The Board of Directors of Timberlane Homes Association is made up of up to nine elected or appointed volunteer members who have a vested interest in the value of the Timberlane community. The board is empowered to govern the affairs of the Association pursuant to Article VI of the Articles of Incorporation, Article XI, Section 1 of the Covenants, Conditions & Restrictions and Article VIII of the By-laws. The Board reserves the right to amend, revise and add to the Rules and Regulations from time to time as is in the best interest of Timberlane Homes and its residents.

The Rules and Regulations are an official document adopted by the board and are meant to supplement Timberlane's Governing Documents. The Rules and Regulations specifically address the fees/fines assigned for violations of the Governing Documents (as voted on by the Board). These Rules & Regulations are not amendments to the Governing Documents and are not required to be filed with King County.

Notice of any revision will be distributed to all of the Homeowners electronically, via email or website, and in writing , thirty (30) days before they become enforceable. It is the responsibility of the homeowner/member to notify any tenants, property residents, guests or invitees of these rules and regulations, as the homeowner will be liable for all remedies to any violation.

Chapter 2 — Enforcement, Fines & Due Process

The Washington R.C.W.'s provides that a homeowner's association can levy reasonable fines according to an established schedule adopted by the board of directors and furnished to the owners, for violations of the Association's Governing Documents. The Board appreciates your cooperation in complying with the Governing Documents and requests your prompt attention to any violation notices. The following process and procedure will be followed with respect to the imposition and collection of fines for violations of Timberlane's Governing Documents:

1. **Investigation/Notice of Violation:** Once a possible violation has been reported to or otherwise becomes known to the Board, and is presented in writing, a notice of investigation detailing the potential violation will be sent or delivered to the homeowner involved explaining the potential violation, the consequences of noncompliance.
2. **Schedule of Fines:**
 - a. **First Violation Notice:** After a verification visit has determined that a violation exists and resolution has not been met, a first violation notice will be sent with 15 days to bring the matter into compliance.

With respect to abandoned vehicles, vehicles in an extreme state of disrepair, and vehicles illegally parked on Timberlane property, common areas, or greenbelts, there is a 2-day grace period, after which time, the vehicle will be towed.

Only one notice will be given per vehicle. Future occurrences of illegal parking, with respect to the same vehicle, will result in the offending vehicle being towed immediately without any prior notice to the owner.

For other violations, the resident will be given 15 days to bring the matter into compliance, unless the violation involves an emergency timeline or circumstances, in which case notice may require the homeowner to cease action immediately or promptly take certain actions in order to comply.

- b. **Second Violation Notice:** If the violation has not been resolved after the first notification, a second violation notice will be sent including a \$25 fine. The resident will be given another 15 days to bring the matter into compliance.
 - c. **Third Violation Notice:** An additional fine of \$50.00 will be imposed and an additional 15 days will be given to comply.
After the third notice an additional \$100.00 fine will be assessed for each additional 10 days of noncompliance.

- d. Subsequent Violations of this nature within a 12-month period, will result in the Board's authority to assess an immediate \$100 fine.
3. Legal Action: If there is no resolution to the issue after due process has been given the Board has the authority to seek legal counsel to obtain legal compliance via all available options; All attorneys' fees and costs shall be awarded to the prevailing party and shall be recoverable from the losing party in any action, lawsuit or other proceeding involving the enforcement of the CC&Rs, Bylaws, and/or these Rules.
4. Enforced Compliance: When resolving a complaint results in expense to the Association, the offending homeowner will be billed all costs associated with resolution of the violation, including labor, plus a 20% administrative fee. The labor cost will be not less than the per hour rate charged by a temporary labor service for all hours worked at a project site, be it hired out or donated to the Association by a volunteer. Additional fines and legal expenses will continue to accrue and be assessed against the violating owner while the violation is being corrected by the Association.
5. Trees: The cutting or trimming of any common area tree by a homeowner or their tenant will result in a \$500.00 fine per trunk. Such cutting or felling will be considered an act of vandalism and be reported to the police. Further legal action will be considered on a case by case basis. Residents may trim back branches from common area trees that are hanging over their property, only to their property line.

Chapter 3 — Opportunity to be Heard

Any resident/homeowner found to be in violation of the Association's governing documents has the right to request an appeal and offer a defense to the violations and/or imposition of fines. The request for appeal must be received by the Homeowners Association no later than (15) calendar days following the mailing of the first notification of violation that includes a fine. Failure to submit an appeal request within this time frame will constitute a waiver of the homeowner's appeal rights and the respondent will be deemed to have admitted the facts contained in the violation notice.

1. The homeowner's request for an appeal must be in submitted in writing, within 15 days of the date of the first notification of violation that includes a fine, and sent to:

Timberlane Homes Association
c/o Agynbyte LLC
1800 136th PI NE, Suite 101
Bellevue, WA 98005
E-mail appeals will also be accepted: service@agynbyte.com.

The request must include: the homeowner's name, address, phone number and the reason for the appeal. This will then will be forwarded to the ACPC committee co-chairs for review.

2. If a resident wishes to appeal in person to the ACPC committee or to the Board, he or she may arrange to be heard at the next regular meeting of the committee or Board with seven days prior notice. The resident may speak to the board at the next regular meeting without prior notice, but will be subject to the time limits specified in the meeting agenda and must still submit the appeal in writing at the conclusion of the meeting.
3. If the Board determines that the homeowner's appeal was inadequate to justify removal or waiver of the fines, the fines will remain on the homeowners account and where applicable, will continue to accrue additional fines and interest. A written response explaining the Board's decision will be mailed to the resident. The response may include a proposed bill for the amount/scope of work to be performed to bring the property into compliance. If the Board decides to take remedial action and the homeowner refuses to pay, their account may be subject to lien and/or collection.

Chapter 4 —Homeowners Assessment & Collection

The Timberlane governing documents require every lot owner, by accepting deed to their property, to be bound by the requirements of the governing documents including paying dues (Assessments) and approved special assessments to maintain, repair, replace or improve community property as required.

The Collection Process consists of:

1. Monthly homeowner dues are due the first day of each month and are required to be paid no later than the *last day* of each month to avoid a late fee and interest fee penalties. A late fee of \$10.00 will be assessed on the first day of the month after a payment is due. (Example: A late fee will be assessed on February 1st for an assessment due January 1st.) .
2. At thirty (30) days past-due, a notice will be issued to the delinquent homeowner clearly marked “DELINQUENT NOTICE”. The notice shall detail the dues, interest, late fees, and other charges owed by the delinquent homeowner and shall give a new total owed to the Association.
 - Any member delinquent for a period of thirty (30) days or more loses their right to vote, use the pool, or rent the clubhouse. These rights shall remain suspended until all payments are brought current and all defaults remedied.
3. At sixty (60) days delinquent, a second notice will be issued clearly marked “DELINQUENT NOTICE”. The notice shall detail the dues, interest, late fees, and other charges owed by the delinquent homeowner and shall give a new total owed to the Association.
4. At ninety (90) days delinquent, a third and final notice will be issued clearly marked “FINAL DELINQUENT NOTICE”. This notice will remind the delinquent owner of the two (2) prior letters and advise the delinquent owner that the his/her account has been turned over to the Association’s legal counsel or collections agency which may result in the filing of a lien against the owner’s lot. This letter will also remind the owner that all costs incurred by the Association for the collection of the account, on top of the assessments owing and the interest accruing, will be the responsibility of the delinquent owner.

Chapter 5 — Architectural Control & Policy Compliance:

1. Association approval is required for:
 - a. Modificaiton or any alteration to your exterior building structure that would require a building permit.
 - b. Installation or modification of fences and/or retaining walls adjacent to association property.
 - c. Installing accessory structures and outdoor storage if large enough to require a building permit.
(Note: The words “structure” and “building” in CCR Article X.1 is interpreted to mean residential buildings as is stated in Article X.3.)

All plans, specifications and plot plans are to be submitted to:

In Writing:

Timberlane HOA
c/o Agynbyte LLC
1800 136th PI NE, Suite 101
Bellevue, WA 98005

Or Via Email:

service@agynbyte.com

All requests must include the homeowner’s name, address, phone number. This will then be forwarded to the ACPC committee co-chairs for review.

If the Association fails to respond to a verified submission within 30 days after receipt, approval will not be required, and the request will be deemed compliant with the requirements of this chapter.

Chapter 6 — Structures (Temporary & Permanent)

1. All structures (temporary or permanent) and/or improvements upon a lot shall at all times be maintained in good condition and repair.
2. No trailer, outbuilding, or temporary structure on any property, shall be used as a residence, temporarily or permanently.

Graffiti: It is the obligation of all residents to remove graffiti on their lots as soon as possible. If residents need assistance, please contact management for available options. Note: Local law enforcement has requested that all graffiti is reported and photographed prior to removal.

Chapter 7 — Landscaping

1. All trees, hedges, shrubs, plants, flowers and lawns shall be maintained in a clean, neat and attractive condition, by mowing, pruning, disposing of debris, weed control, so as not to be offensive to a reasonable person.
2. Shrubs, hedges & trees located in driving sight lines, shall be maintained as to not block the drivers view of oncoming traffic.
3. Access for lot maintenance: Each individual home owner shall be obligated to provide exterior maintenance on his own lot. However, in the event an owner shall fail to maintain the property in a manner satisfactory to the Board of Directors, the Association shall have the right, through their agents or employees, to enter upon said premises and to repair, maintain, and restore the lot and all costs associated with the work shall be added to the respective homeowners account for reimbursement to the Association. (See Chapter 2 no. 4)

Chapter 8 — Exterior Property Appearance/Maintenance

1. Unsightly Items: storage of surplus household goods, seasonal equipment, building materials, shall be kept behind the front setback of the home. The area in front of the garage door shall be kept clear of such items. Lots within the community shall be maintained in a clean and neat condition .
2. Fences: shall be maintained in good repair. For example: no peeling paint, no graffiti, no falling fences, no missing fence panels, etc. Shared fences (party walls) between individual lots, are the responsibility of both property owners that share the fence.
3. Specific To Division 5: In Division 5 there is a 5-foot easement parallel to the rear lot line in which it is the homeowner's obligation to maintain and protect all trees except those which are so damaged as to require their safe removal by the owner. (See CCR supplement # 6674236)

Chapter 9 - Antenna / Satellite Dishes

Antenna / Satellite Dishes shall not be erected/installed upon or so as to intrude onto any association property (greenbelt, common area, or easement).

Chapter 10 - Basketball Hoops & Outdoor Play Equipment

1. Basketball hoops or any outdoor play equipment, may not be permanently installed in any association property (greenbelt, common area, or easement).
2. All outdoor basketball hoops and play equipment shall be maintained in good repair at all times.
3. Residential temporary pools: are allowed during the warmer months (May - September), and shall be maintained in good repair. Pools need to be removed from front yards prior to October 1st.

Chapter 11 — Noise & Offensive Activity

1. Please be considerate of your neighbors. Any noise or disturbance that would reasonably annoy owners or occupants is to be avoided at all times. A special effort is to be made to avoid excessive noise between certain hours of the day. Quiet hours are from 11pm – 5am.
2. No noxious or offensive activity, when its presence offends the reasonable sensibilities of the occupants of the neighborhood, shall be carried out upon any lot, nor shall anything be done or maintained on the property which may be an annoyance or nuisance to the neighborhood or detract from its value.

Chapter 12 — Mailboxes

1. Mailbox repair and replacement is the responsibility of the individual lot owner.
2. The mailbox kiosk is the shared responsibility of the lot owners whom the kiosk serves. Repair or replacement costs are to be shared among the lot owners. All efforts from management will be made to assist owners in obtaining the necessary information needed to complete the work.
3. Recommended Process for Mailbox Replacement or Major Repair Work:

Step #1: Contact surrounding neighbors to determine who is willing to participate in the work. 100% participation should be obtained prior to the start of the work. Designate lead person to facilitate the process.
Step #2: Contact local US Postal Service and speak with the Postmaster on their requirements.
Step #3: Research and obtain bids for the work on the existing kiosk or replacement with locking box kiosk.
Step #4: Draft financial agreement outlining costs per lot. Full disclosure should be made to the participants stating that the work is non-refundable.
Step #5: Coordinate with the Post Office and mail carrier prior to scheduling work to be complete.

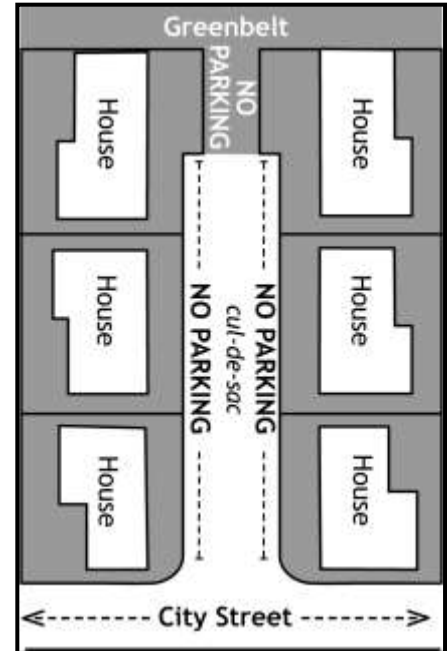
Chapter 13 — Greenbelts & GB Entrances/Easements (Common Property)

Our 25+ acres of greenbelts are common areas that preserve the natural beauty of our area, provide privacy, noise buffers and extra space where children can play and explore. GB Entrances are unpaved common areas between opposite lots at the far end of cul-de-sacs. Almost all GB entrances/easements connect to a greenbelt making them thoroughfares between neighborhoods.

1. No motorized vehicles, no permanent jumps or ramps of any kind are to be allowed/constructed in any of the greenbelts, GB entrances, or common areas.
2. Greenbelt Dumping: The Greenbelts shall not be used as a dumping ground for trash or rubbish of any kind. Disposal of yard waste, fallen branches, rocks and other landscaping debris removal from a homeowners property is the sole responsibility of the homeowner. Those responsible for dumping such waste in greenbelts will be subject to fines/charges for removal of such debris.
3. Greenbelt Storage: storage of surplus household goods, seasonal equipment, building materials, or any other private property in greenbelts or easements is strictly prohibited.
4. Encroachment: Building or installing of any permanent structures including but not limited to sheds, tree houses and wild life feeders, or any landscaping creating a real or visual barrier restricting access in greenbelts or easements is not permitted.
5. Fires, including but not limited to trash fires, bonfires or campfires are strictly prohibited in the greenbelts.
6. Greenbelt Trees: homeowners are permitted to trim overhanging branches, back to their property line.

Chapter 14 — Vehicle Parking/Storage

1. **Parking Responsibility:** Homeowners are responsible for their guests or tenants observing these rules and , will be subject to a fine for non-compliance.
2. **Vehicle size :** No vehicle in excess of 6,000 pounds gross weight may be kept, parked, stored, dismantled or repaired outside on any lot or cul-de-sac .This includes (but is not limited to) trucks, trailers, campers, boats or motorhomes whether operable or not.
3. **Vehicles in disrepair:** No vehicle in an extreme state of disrepair, shall be permitted within the property. No abandoned, disabled or disassembled vehicle shall be stored outside the garage on the property for more than forty-eight (48) hours.
4. **Parking on Paved or Gravel Surfaces:** Vehicles may be parked only on paved or gravel surfaces on your own property. A gravel parking area must have a clearly delineated edge between it, and the surrounding landscaping, and maintained (free of greenery), so that the gravel or paved surface is clearly visible. Additional parking is available on city streets (cul-de-sacs are not a city street).
5. **Parking in Greenbelts:** Parking in common areas, and cul-de-sacs is strictly prohibited and will not be allowed. See diagram for No Parking areas.
6. **Vehicle Towing:** Should any vehicle owner fail to remove his or her vehicle from a No Parking area within forty-eight (48) hours of notice posted on the vehicle stating that the vehicle is improperly parked, the vehicle will be towed from the No Parking area at the expense of the vehicle owner.



Chapter 15 — Garbage and Trash

1. No lot shall be used or maintained as a dumping ground for garbage or trash.
2. Trash, garbage and other waste shall be kept only in sanitary, rodent resistant containers, with snug fitting lids, or sanitation-department-approved containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Containers shall be removed from the curb, and street, and shall be stored neatly on homeowner property, within 24 hours of pick-up.
3. No trash, refuse piles, vehicles, vehicle parts, underbrush, or compost piles shall be allowed to group, accumulate, or remain on any lot when its presence offends the reasonable sensibilities of the occupants of the neighborhood or becomes a health or fire hazard.
4. Positioning household goods near a curb with a sign offering it as “Free” will be considered dumping.

Chapter 16 — Animal Control:

It is the responsibility of each homeowner to ensure their pet does not run free within Timberlane. Consistent with *King County & City of Covington* ordinances, all pets must be leashed while not on the owner's property. Unleashed pets may be reported to King County Animal Control and their owners may be subject to fines and additional enforcement. Pet owners must pick up after their pets at all times.

1. No pets are allowed within the fenced-in playground area where small children play, with the exception of service animals.
2. Animals may not be bred for commercial purposes nor kept in numbers or under conditions reasonably objectionable in a residential community.

3. Residents shall take sufficient steps to prevent their pets from disturbing other owners and shall remove any pet from Timberlane, which they cannot sufficiently control. Excessive noise such as continuous whining, barking, etc. from their pets is not permitted. No vicious or dangerous animals allowed.
4. No poultry, livestock or non-domesticated animals are allowed on any lot, within the community.

Chapter 17 — Signs:

Signs posted on Timberlane Association grounds must be brought to the Board for approval on a case-by-case basis and must be posted for no more than seven (7) days.

Chapter 18 — Clubhouse

1. Clubhouse Facility Use requests are to be granted at the discretion of the Publicity & Recreation Committee.
 - a. No club or organization may install any permanent fixtures to the clubhouse.
 - b. Hours on the clubhouse will be limited to 10 p.m. on Sunday night through Thursday night and 12 a.m. on Friday night and Saturday night.

Additional Information

Discrimination:The Timberlane Homes Association and Board of Directors prohibit discrimination with respect to any person or persons within the community based on any qualities such as race, color, creed, religion, national origin, gender, handicap, family status, sexual orientation, or persons with disabilities.

Neighborhood Disputes: Disputes among neighbors are not the concern of the Board, unless the Timberlane Homes Association community is involved. Please respect your neighbors.

Law Violation: No violation of any applicable law or ordinance of the city, county, state or federal government will be tolerated. No acts or demeanor shall be permitted which would place the Association and/or its residents in violation of any law or ordinance.

A seasonal stream that passes through tracts P and B into tract D in Division 5 is one of the City of Covington's Stormwater Management Facilities. In addition to being violations of Association Rules & Regulations (Chapter 7, #2), activities that disturb Stormwater Facilities, including damming or dumping, are prohibited and are violations of Covington Municipal Code, State Water Quality Regulations and Federal Clean Water Standards. Violators could be liable for substantial civil penalties.



- Timberlane Divisions
- ▬ City Streets
- ▬ Timberlane owned cul-de-sacs
- ▬ Timberlane owned green belts / common areas

Timberlane Homes Association Inc.

