
**North Bethany Crest Homeowners
Association**

**RULES AND
REGULATIONS
MANUAL**

Version April 2021

North Bethany Crest Homeowners Association

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North Bethany Crest Homeowners Association

INTRODUCTION

Community living requires the full cooperation of all residents. It is important that each owner/resident familiarize themselves with the following rules and regulations in order to ensure that all residents of the North Bethany Crest Homeowners Association enjoy the quality of life to which they are entitled.

The Board of Directors pursuant to the authority granted to it in the Declaration of Covenants, Conditions and Restrictions (CC&Rs) and the Bylaws, has established the following Rules and Regulations Manual. The success of any community is founded on the basic principles of common decency, respect, and consideration for the basic rights of neighbors. This Rules and Regulations Manual will serve as a ready reminder and reference of the various obligations we have to one another in our day-to-day living.

Provisions for these Rules and Regulations and the authority for enforcement are contained in the CC&Rs and the By-Laws, which were given to you by the developer or by the seller when you bought your home. This manual is intended as a supplement to the CC&Rs, not as a replacement. All provisions of the CC&Rs not referenced in this document remain in full effect and must be adhered to by all owners and residents. It is the responsibility of each homeowner to make their guests, residents, and tenants aware of the restrictions of the governing documents. **However, it is the owner, as a member of the Association, who remains responsible for the conduct of residents, tenants and guests.** Many homeowners include in their lease/rental agreement a termination and/or eviction clause in the event of a violation of the Association's CC&Rs, By-Laws, or Rules and Regulations by the tenant.

The Board of Directors establishes and enforces the rules contained in this manual, manages the financial affairs of the Association, and oversees the operation and maintenance of the Association facilities and the common area. In each of these areas, a professional property management company assists the Board.

The Board may change this document as needed.

MANAGEMENT COMPANY

The Association employs a professional management company to advise and assist the Board in its duties. Monthly association fees are collected and deposited in the Association's account by the management company. Association bills are then paid out of this same account.

The Management Company for the Association is Nova Association Management Partners LLC; they can be reached at (503) 606-8002 or by email at Solution.Team@Novaamp.com

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DELINQUENT ASSESSMENT COLLECTION POLICY

Assessments are due by the first of each month. Any assessment not received by the 10th of the month will incur a late charge of \$20.00 and the outstanding balance will accrue interest of 12% per annum. If payment is not received by the 10th of the month, a letter will be sent to the homeowner, notifying owner that their account has now become delinquent. If an account becomes 45 days delinquent association will send a notice of intent to file a lien. If the Association files a notice of lien, the lien amount shall also include the recording fees associated with filing the notice, and a fee for preparing the notice of lien established from time to time by resolution of the Board. If the Association brings any suit or action to enforce this Declaration, or to collect any money due hereunder or to foreclose a lien, the defaulting Owner shall pay to the Association all costs and expenses incurred by the Association in connection with such suit of action.

If an owner makes contact with the Managing Agent of the Association, the Board authorizes the Managing Agent to stop the collection process for a period of 10 days to work out payment arrangements. If payment arrangements are agreed upon and not kept by the owner then the collection process will resume.

Coupon Books are sent out to all owners on a yearly basis as requested, UNLESS Automatic Payment is selected. The management company sends owners who buy mid-year a coupon book after the close of escrow.



DOCUMENTATION

All homeowners can obtain copies of the governing documents, financial information, minutes of Board Meetings, or any other pertinent information through the Association's website. If owner requests copies of these documents be provided, there is a charge of \$25.00. All homeowners receive initial copies of the governing documents through the title company at close of escrow.



NOTIFICATION OF CHANGE OF MAILING ADDRESS

Owners of all units are required to notify the management company in writing of a change of address, both physical and mailing address, within 10 days of effective date of change. The Association, Board of Directors nor Management Company, will be responsible for owner not receiving mailing notifications regarding collections, violations, association business, fine imposition, etc.

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ANIMALS

1. No animals, fowls, reptiles, insects or poultry of any kind shall be raised or kept on any lot, except for dogs, cats or other household pets. No animals shall be kept, bred, manicured or maintained for any commercial purposes.
2. No animals may be kept which, in the sole discretion of the Board, constitute a nuisance or annoyance to other owners or residents. Any such nuisance shall be corrected at the owner's expense. Furthermore, the Board shall have the right to require the removal of any such pet if the nuisance cannot be remedied.
3. In no event shall an owner or resident permit any animal to roam from their lot. All animals must be leashed while using common areas.
4. Owners are liable for any damage to persons or property caused by their pet. Damage done by a pet to the property of another owner is a matter strictly between the pet owner and the person whose property was damaged.
5. Pet owners are responsible for the immediate cleanup of their pet.
6. Owners are requested to report any roaming pets directly to City Animal Control.
7. Pets shall not be permitted outside of any home unattended, without the owner present, this includes patios.



DESIGN REVIEW/ARCHITECTURAL CONTROLS

An ARC Request is required for **all** exterior modifications and must be approved by the Board before the work begins. Additionally, owners shall abide by the following:

Decorations/ornamentation may not be attached to the siding or roof of any building, and no penetration of the weather barrier, siding or columns will be allowed for hanging or affixing of any decoration/ornamentation.

Damage caused by the penetration of the weather barrier, siding, roof, or columns will be repaired by the Association and the associated costs charged back to the homeowner.

The Board has also pre-approved the following non-permanent exterior ornamentation for townhomes, which shall not require an ARC request provided that they are aesthetically agreeable, kept in good condition (including needed repairs), do not constitute a nuisance to other residents, and do not cause damage to HOA common areas:

- Potted plants, provided that the plant(s) is alive and healthy, and does not damage decks/patios
- Windchimes

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- Patio furniture, provided that the furniture is originally intended for the outdoors, and does not damage decks/patios and is maintained within the deck/patio and not in the landscaped areas.
- Lawn lights

By installation of any of the décor items above, the homeowner agrees that the Association, Board of Directors, Managing Agent, or any other parties are not responsible for any damage to these items that arises out of HOA maintenance obligations, including front yard landscaping.



GENERAL RULES

1. Damage to Association common area is prohibited. The cost of any repairs/replace for homeowner-caused damage to the Association common area will be charged back to the homeowner responsible.
2. All maintenance, repairs and replacements to the General Common elements and the Limited Common Elements shall be made by the Association and shall be charged to all Home Owners as a common expense.
3. The Common Elements shall be used for the enjoyment of the Residents. The common elements shall not be obstructed, damaged or interfered with by a Home Owner, Resident or Guest.
4. For the purpose of performing the maintenance of the Association property and the Common Area or for any purpose reasonably related to the performance by the Board of its responsibilities, the Association's agents or employees shall have the right to enter any lot or yard to effect repairs, improvements, replacements or maintenance as necessary or to inspect for rule violations; provided, however, except in case of an emergency, there shall be no entry onto a lot without the owner's consent, which consent shall not unreasonably be withheld. Consent shall be presumed if the owner makes no objection to such entry within five (5) days after the Board delivers notice of its intent to enter.
5. Each lot shall be used only for single-family dwelling purposes.
6. No lot shall be used except for residential purposes.
7. No noxious or offensive activity shall take place on any Lot, nor shall anything be done or placed on any Lot that interferes with or jeopardizes enjoying of other lots within the Property.
8. Parking of vehicles in a Fire Lane is prohibited and vehicles will be towed without notice to the vehicle owner and at the vehicle owner's expense.
9. Owners must keep their driveways free and clear of oil stains or other similar type of discoloration damage. Any caused discoloration, staining, damage, etc. may be repaired by the Association at the Owner's expense.

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10. Each owner is responsible to maintain an HO6 insurance policy for their home and property. Each policy should include meeting the Association's deductible in the event of a caused claim.



AIR CONDITIONERS

1. Ground units on Townhomes/Condos must be installed in the pre-plumbed locations on Home's exteriors only.
2. Window air conditioners are allowed from May to October. Air Conditioners must be white or beige in color. Clear tape and Plexiglas should be used to fill in around the unit. Plywood or cardboard **ARE NOT** allowed.



ANTENNA/SATELLITE DISH POLICY

1. Satellite dishes that are one meter in diameter or smaller and other communication receiving antennas or devices covered by the Federal Telecommunications Act of 1996 (the Act) (collectively referred to in this policy as a qualified satellite receiver) may be installed on the owner's lot as provided in this manual. Satellite dishes larger than one meter in diameter and any other antennas not covered by the Act are prohibited or restricted as provided in the Association's governing documents.
2. In the event a signal is unable to be reached from the locations listed in Section 1 above, the Owners may submit an ARC request form for an alternate location.
3. Satellite dish installation does require prior ARC approval; the satellite dish must be located within a Limited Common Element of the unit requesting installation. Satellite dishes installed on Townhomes may only be placed on a tripod, within a deck, patio or balcony and use of flat wire is required for entrance into the home through a door or window. No penetration of the siding is allowed or cable entrance.
4. No fee payable to the Association shall be required prior to installation of a qualified satellite receiver.
5. Owner shall keep the qualified satellite receiver in good repair and maintenance and not permit same to become unsightly, in accordance with the maintenance requirement of the Association's governing documents.
6. Satellite dishes shall be removed and disposed of upon sale of home, or in the event the installing owner no longer residing in the home.
7. Qualified satellite receivers may not be installed on Association common area.

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8. Owner shall indemnify and hold harmless the Association and its agents, directors, officers, and employees from any and all loss, claim, damage, injury, judgment or cost, including attorney's fees and court costs, resulting from or arising out of owner's installation, maintenance or use of the qualified satellite receiver, to the extent that owner's negligence in installation, maintenance and/or use of the qualified satellite receiver caused or resulted in the loss, claim, damage, injury, judgment or cost, including attorney's fees and court costs being indemnified.
9. Nothing in this manual is intended to unreasonably increase the owner's cost in installing a satellite receiver, unreasonably delay the installation or unreasonably decrease the reception of the signals received. Should any owner believe that anything in this policy does unreasonably affect the cost, delay installation or decreases signal strength, the owner is encouraged to contact the Board to discuss and resolve the matter.
10. Nothing in this manual is to be interpreted as being in contravention of the Act regarding the installation, maintenance and use of satellite dishes. Should any portion of this manual be interpreted as contravening the Act, that section or sections shall be considered immediately modified to conform to the Act. Should it be impossible to so modify the section or sections that section or sections shall be deemed severable from the remainder of the manual and shall be of no force and effect whatsoever.



GUESTS

Guests must abide by all rules and regulations in force at the time. Residents/owners are responsible for the conduct and actions of their guests.



HOLIDAY DECORATIONS & FLAGS

1. All holiday decorations can be present 30 days prior to the holiday and must be removed within 21 days after the holiday.
2. Any damage caused to the Common area or exclusively used common area will be charged back to the homeowner.
3. Decorations may not be attached to the siding or roof of any building (i.e. nails, tacks, push pins, etc.)
4. Homeowners are responsible for any and all damage caused by the Resident's display of holiday decorations. Should repairs be necessary to common area property due to use or display of holiday decorations, the repairs will be made by the Association in accordance with the Declarations and

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Bylaws and will be charged back to the owner.

5. Holiday lights must be turned off by 11pm during the holiday display.
6. Flagpole brackets may be installed on the exterior of the home with ARC approval. Sports Team flags and National Flags may be flown. No other types of flags may be flown without Board approval.



HOME BUSINESS

No lot shall be used except for residential purposes (**CC&Rs Paragraph 8.2**); this includes garages.



HOME MAINTENANCE

1. Each Home Owner shall keep the Limited Common Elements that pertain to the Home in a neat, clean and sanitary condition. Patios, walkways and balconies must be kept clean and tidy. Potted plants, patio tables, umbrellas, etc., must be kept in good condition and be aesthetically agreeable.
2. Owners shall maintain electricity in their Homes at all times. During freezing weather the Home's temperature shall not be less than 60 degrees.
3. If an Owner fails properly to perform his or her maintenance and repair responsibility, the Association may enter on to the Owner's Home and perform such maintenance and/or repair and assess all costs incurred by the Association against the Home and the Owner as a special assessment pursuant to **Section 5.3.12 of the Bylaws**.



LANDSCAPING/USE OF YARD

1. Approval for major back/sideyard modifications is required from the ARC when modifications are visible from the street or by neighboring units. These modifications include the addition/subtraction of trees, tall shrubs, decks, pergolas/arbors, etc. Association landscape and common areas are any areas outside the fenced area of a home. The Association is responsible for maintaining all front yard landscape and Common Areas. Each homeowner is responsible for maintaining and caring for any landscaping within his or her fenced area. Under no circumstance should a homeowner alter association landscaping or common areas without prior approval from the Association board.
2. Trellis must be located as not to block any street line of sight by neighbors. Plans must be submitted for approval.

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3. The Association is responsible for common area and front yard irrigation only. Owners who desire installing irrigation in their back yard must setup a separate connection and may not connect back yard irrigation to the front yard system which is maintained/paid for by the HOA.
4. Bamboo and other invasive species of plants must be planted in a container or pot at all times, including in private yards. Invasive species are not permitted to be planted in the ground, subject to rampant growth.



NUISANCES

Residents are encouraged to contact local law enforcement, animal control or other governmental agencies to enforce control of nuisances. This includes noise disturbances, pet/animal concerns, etc. The Association should be the last option available to the resident.



PARKING AND VEHICLE RESTRICTIONS

1. Every resident is required to utilize their respective reserved parking spaces (including garages **and** full-sized driveways if applicable) prior to utilizing any parking bays within the community.
2. Each owner may use the garage portion of his or her lot for parking automotive vehicles (cars, passenger vans and trucks), the storage of non-hazardous materials and similar uses. However, no owner shall convert any garage to any use, which prevents its use for parking of the number of vehicles intended.
3. No dune buggy, boat, trailer, recreational vehicle (RV), mobile home, motor home, van, camper shell, nor truck which is larger than one ton capacity or has a mounted camper shell which protrudes from the truck from either side or from beyond the rear gate or above the cab ceiling, shall be parked in any driveway, on a private street or anywhere else in the Community where visible to other owners. No RV's, trailers, boats, or the like shall be parked on a lot or in the street adjacent to a lot for more than five consecutive days in a calendar month.
4. Commercial vehicles over one ton capacity shall be permitted within the Community for the purposes of making deliveries and similar purposes. Resident parking of commercial vehicles over one ton capacity is not allowed except if the vehicle is parked wholly within a garage.
5. No dismantled, inoperable, unregistered or wrecked vehicle or equipment shall be parked, stored or deposited within the Community.
6. No vehicle shall be repaired, dismantled or serviced on any lot except in the garage.
7. Any motor vehicle operated on the property, including automobiles, trucks, dune buggies, motorcycles and trail bike's, shall have a muffler on its exhaust system and shall be ridden only on

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paved roads within the community or other areas specifically designated for such use by the Association.

8. No trailer, truck, boat, camper or recreational vehicle (RV) shall be used as a living area in the community.
9. All vehicles shall be parked in a manner not to cause difficulty for residents to back out of their garage or safely drive within the Community.



BARBECUES & FIRE PITS

Charcoal barbecues and wood burning fire pits are not permitted on townhome balconies. Gas and electric barbecues are allowed.



PORTABLE PLAY EQUIPMENT

All portable/temporary equipment (tools, toys, portable play equipment, roller hockey nets/equipment, skateboard ramps, basketball hoops, etc.) shall not be allowed to remain visible when not in use. All of these types of items should be stored in the garage or behind the fence (so that they are not visible from the street) when not in use.



SCREEN DOORS

Approval from the Board is required for a Screen Door. You must submit an application to modify and have it approval before installing.



SIGNS

1. No sign shall be placed or displayed in any home or on any lot, building or other structure other than one (1) sign of customary and reasonable dimensions advertising a lot for sale or lease which may be placed on the lot.
2. No more than one (1) security sign may be displayed on any lot.
3. Political signs may be placed in the owner's yard 90 days prior to an election and must be removed

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by the completion of the election. Signs may not be placed in the mow strip area (between the street and the sidewalk).



TRASH

1. All trash and refuse containers must be placed in the secure containers on the days designated by the City as trash collection day. Trash is not permitted to be accumulated anywhere on the lot, other than designated trash/recycling containers.
2. Trash and refuse containers should be placed at curbside not more than 24 hours prior to the day preceding trash pick-up day. Containers should be removed from curbside within 24 hours of trash pick-up day.
3. Large items such as appliances, air conditioners, furniture, mattresses, etc. must be disposed of by the owner or resident at his/her own expense.
4. Trash and refuse containers must be stored out of sight inside each home's garage, or behind the fence except on pick-up day.
5. Each home is responsible to setup trash service for their home.
6. Trash and refuse containers must be stored out of sight inside each homes garage, or behind the fence except on pick up day.



ENFORCEMENT OF RULES

The Board, owners, and all residents have the right and duty to report any violation of the rules and regulations as defined in the CC&Rs, By-Laws, and Rules and Regulations Manual. In addition, the Board has the right and duty to take action, as necessary and appropriate, to gain compliance of violators in order to protect the rights, safety, and property of the Association members and residents.

In addition to any other means of enforcement provided in the CC&Rs, the Board has the right to suspend the voting rights of or use of Association facilities by a lot owner or to impose a monetary penalty. The procedures for utilizing such enforcement techniques are listed below.



REPORTING RULES VIOLATIONS

Any person wishing to report a rules violation must provide a written description to a member of the Board or to the management company. The Board will review the report for completeness and then direct the report to the management company for corrective action. **Verbal reports cannot and will not be acted on.**

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NOTICE

When an alleged violation occurs, and is reported to the management company, the owner will be notified in writing with a courtesy 1st reminder. If the violation is not corrected within 14 days, or a similar violation occurs again within a year, then the owner will be notified in writing with a 2nd reminder. If the violation continues to go uncorrected after the 2nd reminder, the homeowner will be notified via a 3rd letter of the enforcement measures to be taken, including any fines imposed.

If an owner makes contact with the Managing Agent of the Association, the Board of Directors authorizes the Managing Agent to stop enforcement procedures for a period not to exceed 30 days, to work out an agreement that will bring the owner into compliance with the Rules and Regulations and governing documents. If the owner violates the agreement, further enforcement will continue per policy.



HEARING

If the homeowner receives the third letter notifying them that the violation has not been corrected, the homeowner is given 10 days to request a hearing with the Board of Directors. The purpose of the hearing is to provide an opportunity for the homeowner to discuss the alleged violation with the Board. When a homeowner does not agree that a violation exists, the Board hearing provides the homeowner the opportunity to present the relevant facts in support of that position. Failure to respond to the violation notice may be considered an admission by the lot owner that a violation exists.



FINE PROCEDURE/SCHEDULE

The Board may impose a \$50.00 fine for any violation of the CC&R's, Bylaws or Rules and Regulations Manual after notice has been sent and the homeowner has failed to respond, correct the violation or request a hearing on the matter within 10 days. Should the violation remain un-remedied an additional fine of \$100.00 will be imposed every 30 days thereafter until the violation is corrected. A foreclosure lien may be placed on the property if the fine amount totals \$250. All costs incurred by the Association to enforce the rules and regulations will be the responsibility of the homeowner in violation.

The Association may also elect to suspend the right of a homeowner to vote at meetings of the Association (such suspension may not be longer than thirty (30) days).