

KOOSKOOSKEE HOMEOWNER'S ASSOCIATION

**\*\*RULES\*\***

Restated, Adopted and Reprinted by the Board of Directors on September 10, 2020

Pursuant to Article III. Section 3. 2.c. of the Articles of Incorporation ("Articles"); Article III. Section 2.i. of the By-Laws of the Association (the "By-Laws"); and Article VIII. Section 2.n. of the Declaration of Covenants, Conditions and Restrictions (the "CC&Rs"), the Board of Directors of the Kooskooskee Homeowner's Association (the "Board") adopts and publishes the following revised Rules governing the use of the Lots, Dwelling Units and Common Areas in subject to the Kooskooskee Homeowner's Association under the CC&Rs (the "Association"), and the conduct of the Owners and their guests as such conduct relates to the use of said Lots, Dwelling Units or Common Areas, as defined in the Governing Documents. The Articles, By-Laws, CC&Rs and Rules shall be collectively known as the Association's "Governing Documents." The terms capitalized herein shall have the meaning assigned to them in the By Laws, unless herein defined.

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## RULE NUMBER ONE

- SUBJECT: Election of Members to the Board of Directors
- AUTHORITY: Articles — Article V §§ 3, 4  
By-Laws Article III §§ 5, 6, 7
- PURPOSE: To set out the procedure for election of Directors.

### RULE NO. 1:

#### 1. Nominating procedure:

- a. The Board shall appoint at least two (2) and not more than three (3) Owners in good standing, at least sixty (60) days prior to the Annual Meeting, to serve on the Nominating Committee (the "Committee"). The Committee shall serve until the election is completed.
- b. The Committee shall nominate Owners in good standing to replace Directors whose terms are expiring. The Committee shall present nominees' names to the Board at least forty (40) days prior to the Annual Meeting. The Board shall prepare ballots listing the slate of nominees. Ballots shall include blank spaces in which names of additional nominees may be written. Such additional nominees must be Owners in good standing.
- c. The Board shall deliver notice of the Annual Meeting to all Owners via email, unless the Owner specifies otherwise in writing. Owners will receive a ballot listing the names of the nominees at least thirty (30) days prior to the Annual Meeting. Such notice shall specify the date, time and place of the meeting, and shall be sent by electronic mail unless otherwise specified by an Owner in writing, and delivered to the Secretary no later than sixty (60) days prior to the Annual Meeting. Notice shall be addressed to the Owner's last-known email address or to the address supplied by the Owner for the purpose of notice.
- d. The Board shall introduce the nominees to the Owners at the Annual Meeting and will accept additional nominations from the floor with consent of those so nominated.

#### 2. Balloting procedure:

- a. At the Annual Meeting, Owners will vote to determine whether the election of Directors shall be by open balloting or secret ballot. A simple majority of Owners present will determine by a show of hands how the vote will be conducted.
- b. If the vote is to be conducted by open balloting, the election shall take place by a show of hands of Owners present, plus a count of any absentee ballots received prior to the Annual Meeting.
- c. If the vote is by secret ballot, members will mark their ballots which shall be handed to the Committee for the vote tally.
- d. Whether the vote is by open balloting or secret ballot, a simple majority of those voting will elect new Directors. Ties will be decided by a run-off election with the winners being those receiving the highest number of votes. An Owner must present in person to cast a vote in such run-off election.

## RULE NUMBER TWO

SUBJECT: Board of Directors  
AUTHORITY: Articles — Article V and VI  
By-Laws Article III and IV  
PURPOSE: To describe the structure of the Board as authorized in the Articles and By-Laws and to define the duties of the Board and its individual directors.

### RULE NO. 2:

1. Each Director shall serve as advisory liaison to one or more of the Association committees and shall act as liaison between such committee(s) and the Board.
2. Copies of the Governing Documents are available to Owners on the Association's website (Kooskooskee.org), and shall be updated from time to time as necessary.
3. The Board shall establish:
  - a. The format for committee reports;
  - b. Procedures for carrying out its duties and responsibilities, including the duties and responsibilities set out in the Governing Documents;
  - c. Procedures for resolving problems, where such procedures are not specifically set forth in the Governing Documents;
  - d. Contract requirements and provisions for Financial Agent, landscape contractor, and any other contractors and or vendors deemed necessary by the Board;
  - e. Methods of billing and collection of assessments, fees and fines.
4. Unless prohibited by the Governing Documents, the Board may delegate any of its authority to any duly constituted standing committee or any individual authorized to act for the Board, with or without prior approval.
5. The Board shall conduct an Annual Meeting of Owners; however, the Board may elect to call additional general meetings of all Owners more than once a year.
6. Minutes of the prior Annual Meetings that are to be approved at a meeting of the Owners shall be distributed to Owners before the meeting in lieu of reading minutes aloud at the Annual Meeting.

## RULE NUMBER THREE

SUBJECT: Committees  
AUTHORITY: By-Laws Article III § 2.F  
CC&Rs Article VII  
PURPOSE: To implement the authority granted in Article III of the By-Laws to establish and appoint committees to assist the Board in the conduct of the affairs of the Association

### RULE NO. 3

1. The Association may have the following standing committees, in addition to any other standing committee the Board, in its sole discretion, deems appropriate:

Communications, Homeowner Safety, Landscape/Architectural Control, Rules, Social, and Sidewalk/Trees. Descriptions and contact information for the committees can be found on the Association's website.

2. The Board may restructure or reorganize the standing committees as it deems appropriate. Such restructuring and/or reorganization shall include discretion to create, eliminate, combine or rename standing committees.
3. The Board may appoint Owners to any of its committees as necessary. Committee membership is limited to Owners. Owners willing to serve on one or more committees should notify the Board. In addition, the Board will periodically poll Owners to find individuals willing to serve on committees. In the event the Board determines, in its sole discretion, an Owner is no longer able to effectively serve as a member of a committee, the Board shall remove them from the committee by informing the member in writing. The removal shall be effective immediately upon the Board's mailing of the notice.
4. From time to time, temporary committees may be created to assist the Board on short-term projects. Temporary committees will be terminated when the short-term projects for which they are created are completed.
5. All committees are advisory to the Board; however, the Board may delegate investigative or other powers to one or more of its committees as deemed appropriate by the Board.
6. Committees shall be responsible to the Board. Where a committee takes action under one or more of its delegated powers, it shall provide a full report to the Board within ten (10) days, if requested by the Board. The report shall state the reason for the action, the action taken and the expected effect of the action. Committees shall make recommendations to the Board for official action as necessary; however, the Board reserves the right to defer action on committee recommendations as it deems appropriate.
7. Each standing and temporary committee that collects, controls or expends Association funds shall submit an annual committee budget report to the Board for approval not later than November 1 of each year.

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PROCEDURE:

1. Each committee shall:

- a. Hold an organization meeting at least once each year to elect a committee chair and other officers as necessary.
- b. Establish, obtain Board approval of, and maintain written procedures for carrying out its activities and responsibilities.
- c. Submit a written report of the committee's activities and recommendations to the committee's Board liaison or the Secretary at least once per year, or more often as necessary.

## RULE NUMBER FOUR

SUBJECT: Board of Directors' Meetings

AUTHORITY: By-Laws Article III § 8, 9, 10 and 14

PURPOSE: To describe the Board's authority to call and conduct periodic meetings of the Board.

RULE NO. 4:

1. I. The Board shall hold at least six (6) regular meetings during each fiscal year. The Board may hold such additional meetings as it deems appropriate to conduct the affairs of the Association.
2. The Board shall provide at least three (3) business days' notice of its meetings to each Director by email or telephone. Such notice shall state the time, place and purpose of the meeting.
3. Each meeting of the Board shall have the following agenda items as necessary for the conduct of such meeting:
  - 3.1 Call to order
  - 3.2 Approval of minutes
  - 3.3 President's report
  - 3.4 Review of Financial Agent report
  - 3.5 Committee reports
  - 3.6 Old Business
  - 3.7 New Business
  - 3.8 Open Forum
  - 3.9 Next meeting date
  - 3.10 Adjournment
4. Any Owner wishing to address the Board may do so during the Open Forum portion of the agenda.

## RULE NUMBER FIVE

SUBJECT: Annual Assessments

AUTHORITY: Articles — Article III  
By-Laws Article III § 2.a and b, §3.c; VI § 1.c and d and §2  
CC&Rs - Article V 1, 2, 6 and 9

PURPOSE: To describe the Association's assessment procedure.

### RULE NO. 5:

1. Assessments may be billed annually or quarterly, as selected by each Owner. An Owner may submit a request to the Board to pay its assessments monthly due to exigent circumstances.
2. All assessments are due and payable on their due date. If an assessment remains unpaid for thirty (30) days beyond the due date, the Board, or its designated agent, shall provide written notice to the Owner of the unpaid assessment. Said notice will inform the Owner that if all unpaid assessments are not paid within twenty (20) days of the date notice is mailed to the Owner, the Owner will be assessed a \$100 late fee. Said notice shall also inform the Owner that an additional \$100 late fee may be assessed for each additional thirty (30) day period that the said assessment remains unpaid.
3. Unpaid assessments become a lien on the property and a personal obligation of the Owner on the date notice of the unpaid assessment is mailed to the Owner.
4. An Owner's voting rights and the rights to use the Common Area are suspended during any period when the Owner's assessments remain unpaid for thirty (30) days or more.
5. If an unpaid assessment is not paid within sixty (60) days of the assessment due date, the Board will notify the Owner of its intent to file a lien in the Marion County Real Property Records in ten (10) days.
6. If any overdue assessment remains unpaid for ninety (90) days from the date notice is mailed to the Owner, the Board may foreclose on the lien and bring an action at law to recover the unpaid assessment, together with interest and reasonable attorneys' fees.
7. Subject to the state and federal foreclosure regulations, a purchaser of a Lot and Dwelling Unit will become personally responsible for all assessments, including assessments that remain unpaid on the date of purchase. Unpaid assessments, together with accrued interest, will become a lien on the Lot and Dwelling Unit and will be due and payable upon close of escrow. In cases of foreclosure, if a mortgagee takes possession or control of a property, the mortgagee shall be responsible for all unpaid assessments fees and accrued interest until the property is sold to a purchaser for residential occupancy.

### PROCEDURE:

1. The Board shall fix the amount of the annual assessment against each Lot and send written notice via email of the assessment to every Owner at least thirty (30) days in advance of each annual assessment period. Such payment shall be mailed to the bookkeeper, or other Financial Agent, with a reference to the invoice the payment is to be applied towards.
2. Notices of unpaid assessments shall be sent by first-class mail postage prepaid to the Owner of the property at the address of the Owner as the same appears in the real property records of Marion County.

3. Unpaid assessments shall bear interest at the rate of ten percent (10%) per annum, or the maximum legal rate allowed by law, from the date notice is mailed to the Owner.
4. The Association may file a lien against the property for the entire year's outstanding assessment and may foreclose on the lien or bring action at law if the amount due is not paid within ninety (90) days of the date notice is mailed to the Owner. The lien amount shall include interest at ten percent (10%) per annum, or the maximum legal rate allowed by law, from the due date on all unpaid assessments, together with the cost of collection and reasonable attorneys' fees.

RULE NUMBER SIX

SUBJECT: Fiscal Policies

AUTHORITY: Articles — Article III  
By-Laws Article III § 2, 3a IV, 7 and VI § 2

PURPOSE: To clearly set out the fiscal policy of the Board.

RULE NO. 6:

1. The Association's bank accounts will be established and maintained in the highest-interest accounts possible, considering the safety of the accounts.
2. The Board will establish formats to be used for financial reports to the Board and Owners.
3. The Board will order a review of the Association accounts and books every three (3) years, or sooner if the Board determines it is necessary.

## RULE NUMBER SEVEN

SUBJECT: Rulemaking  
AUTHORITY: By-Laws Article III § 2.a  
CC&Rs — Articles VIII §2.m, n; and X, § 4  
PURPOSE: To establish guidelines and procedures for rulemaking.

### RULE NO 7.

1. The Board is responsible for adoption and amendment of the Association's Rules.
2. The Board is responsible for enforcement of all rules.
3. Pursuant to Rule 3, the Association may have a standing Rules Committee.
4. The Rules Committee shall periodically review the Association Rules and provide an annual report to the Board with recommendations for amendment, revision or repeal of current rules and where necessary adoption of additional rules.
5. The Board shall designate one of its Directors as advisory liaison to the Rules Committee. That Director shall work with the Rules Committee and shall act as a liaison between the Rules Committee, the Board and the Owners as necessary.

### PROCEDURE:

1. Terms as defined in the Governing Documents are made a part of these Rules as if set forth in full.
2. Where terms are not defined in the Governing Documents, each rule shall include appropriate definitions as necessary for clarification and interpretation of the rule and its enforcement.
3. No rule shall be adopted or amended so that it would conflict with the By-Laws. If a rule is found to be in conflict with By-Laws, the By-Laws shall prevail.
4. The Board shall provide written notice of proposed rule adoption or amendment to all Owners as follows:
  - a. At the Annual Meeting, or any Special Meeting called for the purpose of rule adoption or amendment;
  - b. Notice shall be provided by written notice to Owners not less than sixty (60) days prior to the adoption or amendment of any rule. Such written notice shall include a copy of the proposed rule adoption or amendment and shall be mailed to each Owner at the address as it appears in the records of the Association.

5. Notice of proposed rule adoption or amendment shall state that Owners may submit comments to the Board within thirty (30) days of receipt of the notice by mailing them to:

Kooskooskee Homeowner's Association  
Attn: Secretary PO  
Box 3863  
Salem, OR 97302

Or at any other address selected by the Board and provided to the Owners. The Board shall acknowledge receipt of comments at the meeting held for the purpose of rulemaking. Owner comments are to be treated as advisory only and do not in any way limit the Board in its rulemaking powers as set forth in ARTICLE III, Section 2 of the By-Laws.

6. Every rule shall:
  - a. Be placed in a permanent rule book, maintained by the Secretary as an official Record of the Association, and made available on the Association Website to be maintained by the Communication Committee; and
  - b. Unless the rule states otherwise, an adopted or amended rule shall take effect thirty (30) days after it has been adopted.

## RULE NUMBER EIGHT

SUBJECT: Amending, Revising or Repealing Existing Rules

AUTHORITY: By-Laws Article III § 2  
CC&Rs — Articles VII I §2.m, n

PURPOSE: To set out the Board's authority and procedure for amending, revising or repealing rules

### RULE NO. 8:

1. The Board is authorized to amend, revise or repeal rules as it deems necessary and appropriate.
2. The Board may initiate action to amend, revise or repeal a rule, or may follow the procedure for Owner initiated amendment, revision or repeal of a rule or rules.
3. Amended or revised rule language will be incorporated into the existing rule as amended, revised by the Board without change. The date of amendment or revision will be noted on the amended or revised rule. The Secretary of the Board will file the original of the amended or revised rule in the Association's permanent rule book which shall be retained as an official record of the amendment or revision.
4. Repealed rules shall be so marked and shall be stricken from the Association's permanent rule book. A record of the repealed rule shall be placed in the Association's archives which shall be maintained by the Secretary of the Board.

### PROCEDURE:

The Board establishes the following procedure for amending, revising or repealing existing rules.

1. Any Owner can ask the Board to adopt, amend, revise or repeal a rule.
2. The Rules Committee will notify the Owner of its recommendation and the date, time and place of the Board meeting at which its recommendation will be heard. The Owner may attend the meeting and address the Board.
3. The Board's decision to amend or revise an existing rule will cause the rule to be retyped with the changes incorporated. The date of amendment or revision will be noted on the amended or revised rule and the Secretary will file the original rule in the Association's archives.
4. The Board itself may initiate action to adopt, amend, revise or repeal a rule.
5. The Board shall provide written notice of proposed rule adoption or amendment to all Owners as follows:
  - a. At the Annual Meeting, or any Special Meeting called for the purpose of rule adoption or amendment; or
  - b. By written notice to Owners not less than sixty (60) days prior to the adoption or amendment of any rule. Such written notice shall include a copy of the proposed rule adoption or

amendment, and shall be mailed to each Owner at the address as it appears in the records of the Association.

6. Notice of proposed rule adoption or amendment shall state that Owners may submit comments to the Board within thirty (30) days of receipt of the notice. The Board shall acknowledge receipt of comments. Owner comments are to be treated as advisory only and do not in any way limit the Board in its rulemaking powers as set forth in ARTICLE III, Section 2. of the By-Laws.

## RULE NUMBER NINE

SUBJECT: Pet Regulations

AUTHORITY: By-Laws Article III § 2  
CC&Rs — Articles VII I §2.a, e and o

PURPOSE: To describe the regulations applicable to domestic pets owned and kept by Owners on the Association Property.

### RULE NO. 9:

1. A maximum of three (3) domestic dogs, cats or other household pets may be kept within any Lot.
2. Except for domestic pets as allowed under this Rule, the maintenance, breeding, boarding and/or raising of wildlife of any kind (including, but not limited to squirrels, ducks, racoons, livestock and other poultry) is hereby prohibited within any Lot or upon any Common Area.
3. The feeding of wildlife is hereby declared to be a nuisance pursuant to CC&R ARTICLE VIII, Section 2.a. and shall be and is hereby prohibited within any Lot or upon any Common Area.
4. Owners may place hummingbird or song-bird feeders on their Lots.
5. No pets shall be allowed to annoy the residents of the Association Property or become a nuisance to others by loud or continuous barking or howling, running loose, causing unpleasant odors or unsanitary conditions, or by any other activity or condition of their housing or maintenance.
6. All pets must be on a leash at all times when not restrained on the Lot of the Owner. Leashes used in areas other than the Owner's property shall not be longer than six (6) feet.
7. Tethers restricting pets on Owner's property shall not permit the animal beyond the Owner's property boundary.
8. Each Owner is responsible for compliance with the pet restrictions established in the Governing Documents and this Rule, and for the compliance of their guests.

### PROCEDURE:

1. Owners are responsible for cleaning up after their pets on the Common Area and streets of the Association Property.
2. Song-bird feeders must be enclosed with mesh or other seed containment devices and must have catch trays to prevent uneaten seed debris from falling to the ground where it would be an attraction for mice, rats or other wild animals. The feeders and the ground below the feeders must be cleaned on a regular basis to prevent the spread of avian diseases.
3. Enforcement procedure for non-compliance with this Rule is set forth in Rule 19.

## RULE NUMBER TEN

SUBJECT: Procedures for Resolution of Complaints of Violations of the Governing Documents

AUTHORITY: By-Laws — Article III 5 2

CC&Rs - Article 1: III 5 1; VIII; X; and XI 5 5

PURPOSE: To set out the procedure for the Association to receive, investigate and resolve complaints from Owners regarding violations of its Governing Documents and/or its Rules.

### RULE NO. 10:

1. If an Owner believes a violation of the Governing Documents and/or one or more of the Rules of the Association is occurring, the Owner is encouraged to discuss the alleged violation with the Owner of the lot where the violation is observed and attempt to secure voluntary correction of the violation.
2. If the violation continues and voluntary correction does not appear to be possible, the aggrieved Owner should report the alleged violation to a Director and complete a violation complaint form, which is available on the Association's website.
3. The violation complaint form must be signed and dated by the aggrieved Owner and shall include at least the following information:
  - a. The name, address and telephone number of the Owner submitting the complaint;
  - b. The date the alleged violation was first observed, and the length of time the violation has continued;
  - c. The location (address) of the alleged violation
  - d. The specific Article of the Governing Documents and/or the rule applicable to the alleged violation;
  - e. A narrative description of the alleged violation and how the violation affects to aggrieved Owner or the Owner's property;
  - f. A statement as to whether the alleged violation is an immediate threat to the health, welfare or safety of the Owners; and
  - g. A statement as to whether correction of the alleged violation is necessary to preserve the appearance or value of the Association Property or the property of the Owner.
4. The violation complaint should be delivered to a Director of the Board as soon as possible after observation of the alleged violation.
5. The Board is responsible for investigation of the alleged violation and for all enforcement action to secure correction of the violation. The Board shall follow the procedures set out in Rule 19 for enforcement of the Governing Documents.

PROCEDURE:

1. Owners are encouraged to attempt to resolve conflicts concerning alleged violations of the Governing Documents and/or rules by direct contact between the aggrieved Owner and the Owner of the Lot where the alleged violation is observed.
2. If it is not possible to resolve such conflicts, the following procedure shall be used:
  - a. If the situation is not an immediate threat to the health, welfare or safety of the Owners, the Owner should complete a violation complaint and deliver the completed form to a Director.
  - b. If the alleged violation appears to be an immediate threat to the health, welfare or safety of the Owners, the aggrieved Owner should contact the President, or another Director if the President is not available, and provide a detailed description of the violation. As soon as possible, the aggrieved Owner should complete a violation complaint and deliver form to a Director of the Board.
3. When a violation complaint form or written, signed statement of complaint is received by the President or a Director of the Board, the President will personally inspect the site of the alleged violation to verify the violation. Upon such verification, the Board becomes the complainant and accepts responsibility for correction of the violation in question.
4. The President will confer with the Board to determine the appropriate course of action to be taken to correct the violation. The President will then institute such action.
5. If the violation is not corrected, continues or is repeated, the Board will follow the procedure for enforcement of the Governing Documents set forth in Rule 19.

## RULE NUMBER ELEVEN

SUBJECT: Minimum Standards for Individual Lot Maintenance

AUTHORITY: By-Laws — Article III §3  
CC&Rs - Article VI §3; VII §§2, 3; XI §5

PURPOSE: To describe the standards for maintenance of Lots and the procedure for notice of violation and enforcement.

RULE NO. 11:

Owners shall maintain their Lots for a neat, well-groomed appearance, including:

1. Maintaining lawn areas in their existing approximate size and configuration, keeping turf at a height of approximately one and one-half (1½) to three (3) inches.
2. Controlling weeds in lawns, planted areas, sidewalks and driveways.
3. Watering and fertilizing lawns often enough to keep them green; fertilizing shrubs in their proper season.
4. Edging all grass areas as necessary.
5. Sweeping all sidewalks, curbs, steps, driveways and patios of grass clippings, fallen leaves and other debris as necessary. Owners shall not allow plant trimmings and dead plant material to accumulate.
6. Preventing trees, shrubs and ground covers from growing into each other and over sidewalks and curbs and driveways; trimming and pruning lower branches of trees to approximately eight (8) feet above sidewalks in accordance with city codes; pruning all plant material to keep excess growth from encroaching on sidewalks, paths and driveways. In instances where very large trees are growing in the in parking strips, the City should be contacted first to determine if they will perform the necessary pruning of the tree.
7. Maintaining all shrubbery, trees and other plants serving as a privacy hedge and visible from the street or Common Area or neighboring Association Property, to provide a groomed, compact and symmetrical appearance. Crown portions of hedges shall be evenly trimmed.
8. Maintaining the fresh appearance of groundcover material in all planting areas. Preferred nonvegetative groundcover materials include bark dust, wood chips and natural rock. Other material such as lava rock, marble chips and painted rocks must be compatible with groundcover material in adjacent lots and common areas, and must be approved by the Landscape/Architectural Control Committee ("LACC") prior to installation.
9. Removal of a tree with a height of ten (10) feet or greater must have prior written approval of the LACC. Said removed tree must be replaced with a similar tree within ninety (90) days unless a waiver of replacement is approved in writing by the LACC. Severe trimming of the crown of a tree by cutting limbs larger than three (3) inches in diameter or trimming to a degree that disfigures the tree and removes the majority of its canopy is prohibited. Trees severely damaged by storms or other causes,

or trees interfering with building maintenance may be exempted from the trimming prohibition upon written approval of the LACC.

10. The Owners shall be responsible for their property within boundary lots, for the above ground maintenance, including weeding, trimming, tree pruning, and all other actions necessary to maintain a neat, well-groomed appearance of the parking strips within the Association Property. LACC will take property lot boundaries into account.
11. Owners may not post signs anywhere on a Lot, including but not limited to no trespassing signs, no soliciting signs, or signs of any other type, with the exception of a single three (3) foot by three (3) foot "For Sale" sign.

NOTE: Owners are responsible for knowing the location of their property boundaries.

PROCEDURE:

1. The Board or its designee shall monitor compliance with the standards set forth in this Rule.
2. The Board shall enforce this Rule and/or assess penalties for violation in accordance with Rule 19.

## RULE NUMBER TWELVE

SUBJECT: Holiday Decorations, Flag Brackets, Operation and Maintenance of Garage Doors, Garage Sales, Trash

AUTHORITY: CC&Rs - Article VIII 52.h, l, n

PURPOSE: To set out standards for handling of trash, garage doors, commercial activity and lot and dwelling decorations

### RULE NO 12:

1. Owners and tenants may install holiday decorations on building, shrubs and trees. Decorations may be installed no earlier than Thanksgiving weekend and must be removed no later than January 8, weather permitting.
2. Small flag brackets may be attached to the building for display of the American flag. No flagpoles are permitted.
3. Garage doors shall be maintained in good working condition and shall be kept closed unless the Owner is working around the Dwelling Unit or Lot.
4. Individual garage sales are prohibited. Estate sales associated with the estate of a deceased Owner will be allowed with prior approval by the Board. A community garage sale may be approved by the Board if it meets the requirements specified below:
  - a. A Community Garage Sale Committee ("CGSC") appointed by the Board is responsible for organizing the event.
  - b. The CGSC is responsible for developing a plan that includes: parking, hours of operation, security, insurance, minimizing disruption within the community and participant cost. Costs associated with the event must be borne solely by the participants.
  - c. No more than one community garage sale allowed in any two-calendar year period.
  - d. The community garage sale requires the Board's approval. The CGSC must present the plan to the Board at least ninety (90) days in advance of the planned event.
5. No trash shall be burned in fireplaces. Trash or garbage shall be deposited in containers and hauled away each week.
6. Except as necessary for collection, household trash and yard debris containers shall be stored so as not to be visible from streets, Lots or Common Area. Such storage may include a small enclosed storage structure to accommodate containers for household trash and yard debris.

### PROCEDURE:

1. The LACC shall monitor compliance with the above standards.
2. The Board shall enforce this Rule and/or assess penalties for violation in accordance with Rule 19.

RULE NUMBER THIRTEEN

SUBJECT: Monitoring of Building Standards and Maintenance

AUTHORITY: By-Laws — Article III §2; and VIII §§ 1, 5  
CC&Rs — Article V §9; VI §2; VII; VIII §2.n; and XI §5

PURPOSE: To set out the authority of the Association concerning building construction and maintenance standards for the Association Property and to describe the procedures for notice of violation and enforcement of the standards

RULE NO. 13:

1. The Governing Documents establish building maintenance standards and prohibitions. Said Governing Documents also provide authority for establishment of duties and responsibilities of the LACC.
2. The LACC has authority to monitor the Association Property to ensure that Dwelling Units are in compliance with all established construction and maintenance standards, and to prevent nonconforming additions or changes to the original structure, including fences and walls. Owners shall submit a schematic of exterior changes to LACC committee for any changes necessary to bring building up to LACC standards. Any maintenance, repairs, or construction, including those projects governed by other rules contained herein, requiring a permit shall be done by a licensed contractor. The Board will make final approval/disapproval decision.
3. Non-compliance of a building construction or maintenance standard by the Owner will constitute a default; the Association shall be entitled to relief as specified in the Governing Documents and these Rules.

PROCEDURE:

1. The LACC shall monitor compliance with the standards set forth in this Rule.
2. The Board shall enforce this Rule and/or assess penalties for violation in accordance with Rule 19.

## RULE NUMBER FOURTEEN

SUBJECT: Antenna and Satellite Dish Regulation

AUTHORITY: By-Laws — Article III 2

PURPOSE: To provide for regulation of outside antennas and satellite dishes.

The primary purpose of this Rule is to maintain the aesthetics of the Kooskooskee environment while providing a framework for residents to effectively and appropriately site electronic communication reception structures. This Rule is intended to complement but not to supersede Federal regulations regarding installation of various exterior electronic communication reception structures.

### RULE NO. 14:

1. No outside television or radio aerial, satellite dish or antenna, or other aerial or antenna, for reception or transmission, shall be placed or maintained on the streets within the Kooskooskee development or Common Areas of the Association Property. No aerial or antenna for the transmission of an electronic signal shall be placed on any Lot or Dwelling Unit.
2. Television and radio receiving antennas, including satellite dish television antennas, may be installed on Lots or Dwelling Units in accordance with Federal regulations and this Rule.
3. Such television and radio antennas, including their location and size, shall be approved in writing by the LACC prior to installation.

### PROCEDURE:

1. Before installation of an exterior antenna or a satellite dish antenna, the Owner shall complete and submit a request for Landscape or Architectural Change Form (the "Form" or "Forms") requesting such installation with a description of the location and size of the antenna to be installed. Such Forms are available from any member of the LACC and at Kooskooskee.org.
2. The LACC shall respond to the Owner within ten (10) days of the receipt of the Form requesting antenna installation to acknowledge receipt of the Form and to discuss the information contained on the Form, if necessary.
3. The LACC shall consider issues such as location for effective reception, reasonable costs of installation, safety of installation, reasonable affect upon the overall aesthetics of the Association Property, and intrusiveness of the installation to the adjoining Owners.
4. The LACC may approve or deny the requested location and size, negotiate with the Owner to modify the request, or the LACC may refer the request to the Board. If the LACC and the Owner cannot reach agreement within twenty (20) days of receipt of the LACC Form requesting antenna installation, the Owner may appeal to the Board for resolution.
5. The Board shall enforce this Rule and/or assess penalties for violation in accordance with Rule 19.
6. The LACC shall monitor compliance with the standards set forth in this Rule.
7. The Board shall enforce this Rule and/or assess penalties for violation in accordance with Rule 19.

RULE NUMBER FIFTEEN

SUBJECT: Association Insurance

AUTHORITY: Articles – Article VII  
By-Laws – Article III 3.e. and Article VII

PURPOSE: To set out the scope and attributes of the Association’s insurance, including categories of insurance coverage, policy limits, deductible amounts and common casualty losses not covered.

RULE NO. 15:

1. The Association shall maintain property and general liability insurance as a common expense.
2. Property insurance shall cover the full replacement value of the Association property and the individual dwelling units within the coverage limits of the policy as follows:
  - a. If the replacement cost of a dwelling unit or units resulting from a single loss event is less than the limit of the coverage under the current insurance policy, the Association property insurance will cover full replacement cost; or
  - b. If the replacement cost of a dwelling unit or units resulting from a single event exceeds the limit of the coverage under the current insurance policy, the Association shall prorate the available insurance proceeds among the damaged units based upon the value of each damaged unit as determined by Section 3 below.
3. The value of a damaged dwelling unit shall be determined by multiplying the square footage of the unit times the estimated per foot replacement cost. The unit square footage shall be based upon the as built plans and specifications. The estimated per foot replacement cost shall be based upon a bona fide reconstruction bid.
4. The Association’s general liability insurance shall cover the named entity insured for claims of bodily injury, property damage and personal and advertising injuring within the coverage limits of the policy.
5. Association policy limits are as follows:
  - a. The Association shall carry property insurance with a coverage limit of not less than Fourteen Million Five Hundred Thousand Dollars (\$14,500,000); and
  - b. The Association shall carry liability insurance with a coverage limit of not less than One Million Dollars (\$1,000,000).
6. Property insurance deductible amounts:
  - a. The Association property insurance policy carries a Five Thousand Dollar (\$5,000) deductible except Water Damage which is Twenty-Five Thousand Dollars (\$25,000).

- b. The dwelling unit owner is responsible for the first Two Thousand Five Hundred Dollars (\$2,500) of the deductible for all damage except Water Damage in which case the Dwelling Unit Owner is responsible for the first Twenty-Two Thousand Five Hundred Dollars (\$22,500) of the deductible.
  - c. The Association is responsible for the remaining Two Thousand Five Hundred Dollars (\$2,500). The Association shall maintain a dedicated fund from which to pay the Association's portion of the deductible.
7. The following casualty losses are not covered under the Association's property insurance policy:
- a. Earthquake
  - b. Flood
  - c. Landslide; and
  - d. Other casualty losses as stated in the insurance policy.

*Note: Section 6 was revised & adopted December 15, 2022*

## RULE NUMBER SIXTEEN

SUBJECT: Safety Protection in the Common Area

AUTHORITY: Use and Safety in the Common Area

CC&Rs - Article VIII, § 2.a & n

PURPOSE: To set out rules for use of the Association's Common Area, including prohibited activities in the Common Area and to provide a policy for the use and development of the Common Area.

### RULE NO. 16:

1. The Common Area shall be maintained for recreational use by Owners and their guests in a manner that promotes the scenic value. Owners shall be responsible for ensuring their use, and that of their guests, does not disrupt the quiet enjoyment of other Owners.
2. No motorized or non-motorized vehicles are permitted on the Common Area paths. Non-motorized vehicles include, but are not limited to, bicycles, skateboards, and tricycles. Children under the age of ten (10) years old may ride small bikes and tricycles when accompanied and supervised by an Owner. Right of way on the pathways shall always be given to pedestrians. The Board shall install and maintain signs clearly stating that such vehicles are not allowed. Vehicles for the handicapped and infants are exempted from this prohibition.
3. The expansive lawn areas shall be maintained in order to provide additional outdoor space for use by the Owners and their guest. Owners shall be responsible for ensuring their use, and that of their guests, does not disrupt the quiet enjoyment of other Owners.
4. The Common Area is available only for the exclusive use of Owners and their guests. Owners shall accompany their guests during their guests' use of the Common Area.
5. Noise generated from activities should be sensitive to those area lots surrounding the Common Area, especially after 6:00 PM.
6. Hard development such as, but not limited to, shelter structures, paved areas designed for sports activities, playground equipment, multiple picnic tables, horseshoe pits, trash receptacles, information kiosks and new fences shall not be allowed in the Common Area.
7. Donations of items for use in the Common Area must receive written approval from the LACC.
8. All landscape installations shall be done in a professional manner in accordance with best practices accepted by the industry and shall emphasize native and ornamental plants that enhance the appearance of the Common Area.

### PROCEDURE:

1. The Common Area is available only for the exclusive use of Owners and their guests. Enforcement may be handled by an Owner who comes across an individual using the Common Area in a manner that is not permitted under this Rule. The Owner may ask anyone violating this Rule to desist and explain that the Common Area is private property but shall take no further action without first contacting a Director.

## RULE NUMBER SEVENTEEN

SUBJECT: Responsibility for Hiring and Supervision of the Landscape Contractor

AUTHORITY: By-Laws — Article III, 55 2, 3, and 4

PURPOSE: The Association delegates to the Board authority to appoint, employ and supervise all employees and/or contractors of the Association, including a professional manager.

RULE NO. 17:

1. The President shall serve as the Association manager. The Board may delegate the duties of the Association manager to another Director if the President is absent or otherwise unable to discharge his or her duties as manager.
2. The Board may employ an outside employee or landscape contractor for maintenance of the common areas of the Association. In the event the Board elects to hire an outside employee or landscape contractor, the duties of such outside employee or landscape contractor shall be supervised by the President as directed by the Board.
3. The Board has appointed a committee of Owners to serve as the LACC. The LACC shall monitor the condition of the Common Area and report maintenance recommendations or problems to the Board. Individual Owners may notify the LACC of Common Area landscape maintenance needs or problems. The LACC shall verify such needs or problems and transmit them to the Board as appropriate.
4. Only the Board or the LACC committee may give direct instructions to, or otherwise supervise the landscape contractor regarding Association landscape design and maintenance. All recommendations, requests or complaints from individual Owners shall be directed to the President. The President shall verify such recommendations, requests or complaints and transmit them to the Board, or the LACC, as appropriate.
5. Owners wishing to have the landscape contractor perform landscaping work on their individual Lots may make such arrangements directly with the landscape contractor and will be personally responsible for payment for such services.

## RULE NUMBER EIGHTEEN

**SUBJECT:** Roofing, Siding and Fence Maintenance and Materials; Exterior Paint

**AUTHORITY:** CC&Rs — Articles VI, §§ 2, 3; and VIII, § 2  
By-Laws — Article VIII, Section 5  
Salem Revised Code — Chapter 50

**PURPOSE:** To set forth standards for maintenance of Dwelling Units and fences, including standards for acceptable replacement materials, and to provide for approvals by the LACC.

### **RULE NO. 18:**

The Board hereby adopts the following roofing and exterior painting standards and material specifications for the Dwelling Units:

1. Original construction roofs shall be repaired or replaced with roofing material of comparable quality, color and dimension. Alternatively, original construction roofs may be replaced with composition roofing as specified in Section 2 of this Rule. Repairs to composition roofs shall be made with roofing materials of comparable quality, color and dimension.
2. Composition roofing shall be identified as architectural-grade roofing with no less than a lifetime guarantee for installation in the Pacific Northwest region. The color choice is to be made from a range of compatible available colors as specified from time to time by the Board. The roofing material and color shall be approved in writing by the LACC prior to installation.
3. Replacement roofs shall be the same color on both sides of the Dwelling Unit. Individual roof sides may be replaced at different times at the discretion of the Owners; however, prior to the first replacement, Owners of both units must agree upon the roofing material and color to be used. This agreement shall be included in the written approval documents and shall be binding on the Owners and their successors. If identical roofing is not available at the time the second side is replaced, the material and color shall be as similar as possible.
4. Exterior surfaces of Dwelling Unit walls, roofs, gutters, down-spouts and appurtenant fences shall be kept clean, free of moss, and in good repair. Structures shall be painted when showing peeling paint, chalky appearance, thin spots or other signs of deterioration. Siding showing mushroom growth, swelling, crumbling and/or other signs of severe deterioration shall be replaced as soon as feasible.
5. Replacement siding material shall be approved in writing by the LACC prior to installation. Replacement siding material shall be the same color on both sides of the Dwelling Unit. Individual siding may be replaced at different times at the discretion of the Owners; however, prior to the first replacement, Owners of both units must agree upon the siding material and color to be used. This agreement shall be included in the written approval documents and shall be binding on the Owners and their successors. If identical siding is not available at the time the second side is replaced, the material shall be a similar as possible.
6. All exterior walls of Dwelling Units shall be free from holes, breaks, rotting or loose materials and shall be maintained in good condition so as not to be a state of deterioration. All foundation walls shall be

maintained free from large open cracks and breaks and shall be kept in such condition so as to prevent the entry of pests. The use of tarps or similar material for emergency repair, or in place of customary building components such as roofing, siding or a door, shall not exceed thirty (30) days in any twelve (12) month period.

7. All Lots and Dwelling Units shall be kept free from pest infestation. Pest infestation shall be promptly exterminated in a manner that will not be injurious to human health. After extermination, proper precautions shall be taken to prevent re-infestation.
8. Exterior paint shall be maintained as similar as possible to the character and tone of the original color of the Dwelling Unit. Should the Owners of the Dwelling Unit desire to alter the original color, such color must receive written approval from the LACC and be agreed to by the Owners of both living units prior to painting. This agreement shall be included in the written approval documents and shall be binding on the Owners and their successors. Both sides of the Dwelling Unit must be the same color. White, black, and other vivid, intense colors out of keeping with the general character of the community and the color scheme of the dwelling's original paint are prohibited.
9. Fences shall be natural wood, or they may be stained, or painted the same color as the Dwelling Unit. Fences showing signs of deterioration shall be replaced with material of similar composition and dimension. Owners of a common fence shall cooperate with usual and necessary fence repair and replacement. If the Owners are not able to agree on necessary repair and/or replacement, the Association may carry out such repair and/or replacement. Pursuant to CC&R Article VI 53, the cost of the Association's repair and/or replacement shall be assessed equally to the joint Owners.

New fences shall be approved in writing by the LACC before construction. The LACC shall consider the following factors in its decision to approve or deny construction of a new fence:

- a. Proposed height of the fence;
  - b. Material to be used; and
  - c. Location and setback with respect to neighboring Lots, the Common Area and pathways.
10. Driveways may be replaced after written approval from the LACC, prior to installation. Replacement options:
    - a. Replacement surfaces shall look the same as the original exposed aggregate finish or;
    - b. Paving stones can be used as a substitute with the prior approval of the LACC. If paving stones are selected, a monochromatic color scheme must be used, and installation shall be according to the manufacturer's specifications. (i.e. Approved paving stone is the "Camino" style paving stone in a pewter color with a minimum thickness of 60 mm.) Paving stone driveways must be kept free from of moss and other plant growth.

#### PROCEDURE:

1. The LACC shall monitor compliance with the standards set forth in this Rule.
2. The Board shall enforce this Rule and/or assess penalties for violation in accordance with Rule 19.

## RULE NUMBER NINETEEN

**SUBJECT:** Procedure for Enforcement of Governing Documents

**AUTHORITY:** Articles III.3.2 and V.5.2  
By-Laws III §§ 2.a, b, c, and 3.c; VI §§ 1.b, d and 2; and XI § 1  
CC&Rs IV § 1.c & d; V§ §§ 1, 2.d, 3 and 9; VI, VII; VIII; and XI §§ 4 and 5

**PURPOSE:** To set out the procedure for enforcement by the Board of the Governing Documents, for assessment of penalties, and for collection of late payments and/or penalties

### **RULE NO. 19:**

1. Each Owner shall be governed by and comply with all the terms and conditions of the Association's Articles, By-Laws, Declaration, CC&Rs and Rules as well as comply with all applicable Federal, State, and local laws, rules, and regulations.
2. Each Owner shall be deemed to agree to pay the Association all annual assessments, special assessments, and any assessments for maintenance provided by the Association. Assessments, together with any interest thereon and costs of collection, shall be a charge on the land and shall be a continuing lien upon the Association Property and each Lot and Dwelling Unit therein. Each such assessment shall also be a personal obligation of the Owner.
3. Failure to comply with any of the terms of the Governing Documents or Rules or the default in payment of an assessment shall be grounds for relief as provided in the Articles, By-Laws and CC&Rs. Said relief may include, without limitation, acceleration of payment of assessments, an action to recover sums due, including interest and/or penalties, foreclosure of liens, recovery of the costs of the proceeding and recovery of reasonable attorney fees. All of said relief may be sought by the Association, the Board, or if appropriate, by an aggrieved Owner.
4. Pursuant to Article VI. 5 3 of the CC&Rs, if an Owner of any Lot fails to maintain the premises and improvements thereon, the Association may enter upon the Lot and repair, maintain and/or restore the Lot and the exterior of the Dwelling Unit. No such repair, maintenance or restoration shall be undertaken without reasonable written notice to the Owner of the Lot or Dwelling Unit. The cost of repair, maintenance or restoration shall be added to and become part of the assessments on that Lot.
5. Enforcement of the Governing Documents and Rules of the Association shall be the responsibility of the Board. The Board may delegate its authority to enforce the Governing Documents and Rules to the President or its designee; however, such delegation will not alter or affect the ultimate control and authority of the Board.
6. Under Article III 5 2 and Rule Number Three, the Board is authorized to appoint committees to assist in running the Association, including adopting and monitoring compliance with the standards established in the Governing Documents and Rules. Each committee may designate one of its members to act as chair of the committee. The committee chair may represent the committee in its contact and correspondence with the Owners. All committees are advisory to, and responsible to the Board.

7. All notices, demands, statements or other communications for enforcement shall be in writing and shall be deemed to have been duly given if delivered personally to the Owner or if sent by United States mail, first class, prepaid, to the Owner at the address which the Owner shall designate in writing with the Secretary of the Association.

PENALTIES:

The Board hereby establishes the following penalties for violation of the Governing Documents excluding late payment of assessments:

- 1. First violation (after enforcement contact and failure to comply)      \$100.00
- 2. Second violation of same kind      \$200.00
- 3. Each succeeding violation of the same kind      \$400.00

Refer to Rule Number Five for late payment fees.

In addition to the above penalties, offending Owners will be responsible for any charges, costs and attorney fees incurred by the Board.

PROCEDURE FOR COLLECTION OF ASSESSMENTS AND PENALTIES:

- 1. Assessments not paid by the 10th day after the due date shall be deemed to be in default. The Board shall issue written notice to an Owner for any assessments that remain unpaid for more than ten (10) days from the date due. Assessments not paid with ten (10) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum, or the maximum amount permitted under law.
- 2. In the event an Owner of a Lot and Dwelling Unit is in default, the Association may bring an action at law against the Owner personally for collection of amounts due, including any penalty and/or interest, or bring an action to foreclose a lien against the Lot and Dwelling Unit.
- 3. If an assessment is in default for more the thirty (30) days, the Board shall deliver a detailed written statement to the Owner setting forth the amount of the assessment, along with any penalty which has been assessed and/or any interest which has accrued. Such statement shall set forth the amount due and the actions the Board may take to collect the amount due, including the right of the Association to file a lien against the Owner's Lot and Dwelling Unit and right of the Association to foreclosure such lien.
- 4. In the event legal action is required to collect assessments and/or penalties, at the discretion of the Board the entire balance of assessments due on account of the Owner for the remainder of the fiscal year may be deemed to be due in full.
- 5. In the event that the Association is required to undertake legal action to collect an assessment or penalty, the Board shall have the right to recover the costs of such action, including reasonable attorney's fees.

#### PROCEDURE FOR ENFORCEMENT OF GOVERNING DOCUMENTS:

1. The appropriate committee shall monitor compliance with the established standards. If a violation occurs, the committee chair or a designated representative of the committee shall report the violation to the Board. The Board or its agent shall make informal contact with the Owner in an effort to correct the violation and gain compliance with the standards.
2. If the informal contact fails to correct the violation, the Board or its agent shall send a written request for compliance to the Owner, including an expected date of compliance. The request shall identify the violation, the applicable standard or rule and specify the remedial action required. The Board shall offer the Owner the opportunity to be heard on the subject of the violation at a meeting of the Board. A copy of this request shall be retained in the records of the Association.
3. The Owner shall be given a reasonable amount of time, not to exceed thirty (30) days from the date of notification by the Board, to correct the violation. If the violation presents an immediate threat to the health, welfare or safety of the community, the Board will have discretion to require immediate compliance. If the Owner does not comply within the length of time specified in the notification, the Board may take remedial action as provided in the rule, including assessment of interest and/or penalties, filing a lien against the Lot and Dwelling Unit of the Owner, foreclosure of liens, recovery of the costs of the proceeding and recovery of reasonable attorney fees.
4. In the event the Owner fails to correct the violation, or otherwise maintain the premises and improvements, and the Board believes correction and/or maintenance is necessary to protect the health, welfare or safety of the community, or to preserve the appearance or value of the Association Property or the individual Lots, the Board may authorize entry upon said Lot to correct the violation, or repair, maintain and/or restore the Lot and exterior of the Dwelling Unit.
5. The Board shall give reasonable written notice to the Owner before authorizing entry upon the Lot or undertaking maintenance, repair or restoration. When the violation or maintenance, repair and/or restoration is complete, the Board shall provide written notice of such completion to the Owner along with a detailed accounting of the costs of correction, maintenance, repair and/or restoration. The cost of such correction, maintenance, repair and/or restoration shall be added to and become part of the assessments to which the Lot is subject.
6. In the event the Board elects to authorize correction of a violation or repair, maintenance, and/or restoration on a Lot, it will engage the services of a licensed contractor to perform such correction, repair, maintenance and/or restoration. The Board shall ensure that all necessary building permits are issued before any such work is initiated.

## RULE NUMBER TWENTY

SUBJECT: Solar Panels

AUTHORITY: By-Laws — Article III 52; Article VII 55  
CC&Rs — Articles V152; Article VII 53; Article VIII 52.c. and d.

PURPOSE: Solar Energy Panel Installation, Operation, Maintenance and Insurance Coverage.

RULE NO. 20:

1. The Board believes installation of solar energy panels should be allowed in the interest of energy conservation, so long as the solar panels do not unreasonably alter the nature and character of the Association Property.
2. For purposes of this Rule, a "solar energy panel" means a panel device or system or combination thereof that relies on direct sunlight as an energy source ("Solar Panels").
3. Owners may install and operate Solar Panels on the roof of its Dwelling Unit so long as the installation, operation and maintenance of the Solar Panels conform to the standards set forth in this Rule.
4. Solar panel installation on the Association Property is limited to the roof of the Dwelling Units. Except for installation on the roofs of Dwelling Units pursuant to this Rule, Solar Panels may not be installed on any Lot or the Common Area.
5. Solar Panels installed by an Owner shall be deemed personal property under the Association Policy. As such, damage to, or loss of, said Solar Panels shall be sole responsibility of the Owner.
6. An Owner who installs Solar Panels on its Dwelling Unit shall indemnify the Association and its Owners for loss or damage caused by installation, maintenance, or use of such panels.

STANDARDS:

1. Solar Panels must meet applicable health and safety standards and requirements as imposed by state and local permitting authorities.
2. The Solar Panels must be installed parallel to conform to the slope (pitch) of the roof and must match the plane of the roof. The top edge of the panels must be parallel to the roof ridge and may not be visible above the roof line.
3. Solar Panels may not cover more than fifty percent (50%) of the relevant roof surface. The relevant roof surface means the portion of the roof with a single directional exposure.
4. The surface of the Solar Panels must be non-glare, so as to prevent reflection of sunlight toward neighboring properties.
5. The panel exterior equipment, including the frame or support bracket, visible piping and wiring, must be designed or painted to blend with the color of the roofing material and dwelling structure.

PROCEDURE:

1. An Owner who elects to install Solar Panels on the roof of its Dwelling Unit shall secure plans and specification, and if possible, pictures of the proposed panels. Said plans and specifications shall include details of the panels, including dimensions and color of the panels and their frames and support brackets. The plans and specifications shall include a diagram of the proposed location of the Solar Panels, frame and support brackets, piping and wiring.
2. The plans and specifications shall be approved by the Owner of the adjoining Dwelling Unit and the Owner of any Dwelling Units that have a direct view of the proposed Solar Panels.
3. The plans and specification of the Solar Panels to be installed on the Dwelling Unit shall be provided to the LACC for review. The LACC shall ensure that the Solar Panels and their installation conform to the specifications, conditions and restrictions set forth in this Rule.
4. When the LACC has approved the plans and specifications of the Solar Panels, it shall confirm its approval in writing. Said approval shall be valid for up to ninety (90) days. If installation of the Solar Panels is not initiated within ninety (90) days of approval, the LACC approval shall terminate automatically.
5. A copy of the LACC approval, along with a copy of the plans and specifications shall be placed in the records of the Association.

RESOLUTION NINE - 2020

Adopted by the

Board of Directors of the Kooskooskee Homeowner's Association pertaining to amendment of Association Rules.

WHEREAS, pursuant to Association By-Laws Article III, Section 2 and Rule Eight, the Board is authorized to amend, revise or repeal the Association Rules as it deems necessary and appropriate;

WHEREAS, the Board believes that certain rules should be amended to provide for more efficient and amicable administration of the Association's Governing Documents;

WHEREAS, the Board distributed a list of proposed rule amendments to all Owners;

WHEREAS, the Board conducted an advisory vote of Owners at the 2020 Annual Meeting to assess Owners' support for proposed amendments to the Association Rules; and

WHEREAS, Owners voted in favor of an overall restatement of the Rules, the Board hereby restates the Association Rules and Regulations.

NOW THEREFORE, it is hereby resolved:

Pursuant to the authority set forth in Article III, Section 2.a. of the By-Laws of the Association, the Board hereby restates the Association Rules.

SIGNATURES:

  
Marcheta J. Lauderdale, President

Date: 10-13-20

  
James M. Bechtel, Vice President

Date: 10/13/2020

  
Christine L. Taggart, Secretary

Date: 10/13/2020

  
Carolyn Day Westine, Treasurer

Date: 10/13/2020

  
Mark Severson, Member-at-Large

Date: 10/14/20