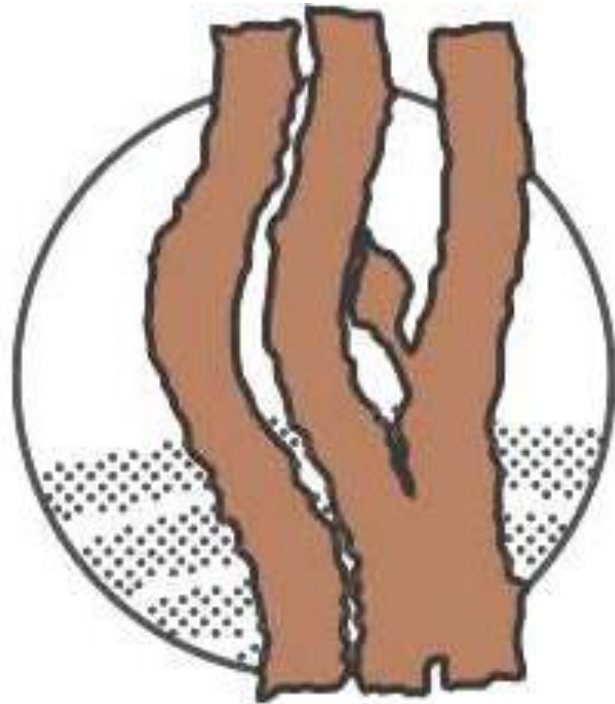


# **Battlecreek Commons**



## **Rules & Regulations**

**Revised and Adopted**

**December, 2024**

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The following Rules and Regulations are hereby established in accordance with the Bylaws of Battlecreek Commons Association, Inc., the Declaration of Covenants and Restrictions, and any amendments to either. These Rules, as amended from time to time, apply to homeowners and tenants alike (a.k.a. residents). The Board of Directors must approve all Rules and Regulations additions and changes. (Authority: Bylaws 4.10 and 11.05, ORS 94.630 (1) (a), (r))

The Office Manager (formerly General Manager) is accountable to the Board of Directors and subject to the Rules and Regulations. The Office Manager is responsible for enforcement of all Rules and Regulations governing the use of Commons areas. In the Manager's absence, the Board will enforce the rules.

## **I. USE OF COMMONS FACILITIES**

Residents using the Commons areas or recreation facilities do so at their own risk. Residents are responsible for the actions of their guests. For identification purposes, residents or guests (if not accompanied by the resident) must have the resident's key card with them when using the facilities. The card is to be shown upon request. The Board of Directors or the Office Manager are authorized to adjust rules in individual circumstances where no complaint or harm to the association results. Violation of any of these rules may result in suspension of privileges and revocation of key card. (Authority: Bylaws 1.65, 11.05)

**I.A. RECREATION FACILITIES** include recreation hall, swimming pools, changing rooms, saunas, and basketball court.

**A.1.** Residents must sign in, indicate the number of persons in their party, and specify whether their intended use is swimming, sauna, or general recreation hall. (The basketball court is excluded from this rule.)

**A.2.** Guests using the recreation hall must be accompanied by their resident host/hostess at all times. However, residents' house guests, while in residence, have the same privileges as residents regarding the use of the pools, changing rooms, and saunas. For security, such guests must register with the Office Manager. Residents will be held responsible for the actions of their guests.

**A.3.** Anyone accessing any recreational facility by means other than the key card is trespassing. Upon request by the Office Manager, the Grounds *Crew Manager*, or any Board member, individuals using the recreational facilities must identify themselves and produce their key card. Improper entry or failure to provide information regarding identity may result in the Office Manager or other proper authority notifying the Salem Police Department.

**A.4.** Key cards may be obtained from the Office Manager for a refundable \$50 fee per card. Residents will be charged an additional \$50 fee to replace lost or damaged key cards.

## **I.B. RECREATION HALL**

**B.1.** The established hours for the recreation hall are 9:00 a.m. to 9:00 p.m. and are posted on the recreation hall entry door. On occasions when the recreation hall needs to be used outside the normal operating hours, an advanced reservation must be made for authorization to extend operating hours. If not prior approved, can result in fines.

**B.2.** Any resident may reserve the recreation hall. Reservations must be made through the Office Manager, using the proper form. Reservations will be approved by the Office Manager on a first come, first served basis. The requesting resident must be present at the function at all times. Reservation of the recreation hall does not include the saunas or swimming pools.

**NOTE:**

Standing Committee meetings, regular board meetings, and BCC events are not required to use reservation form or pay fees. Contact person can schedule directly with Office Manager.

**B.3.** Unreserved resident use of the recreation hall (such as for card games, informal meetings, etc.) is acceptable as long as the Office Manager is notified, and users:

- a. have no priority over a reservation made by another resident, or when the hall is required by an Association committee;
- b. leave the recreation hall clean, the same as is required by reserved use. If not clean, the Office Manager or Board may charge fines to the resident(s).

**B.4.** The recreation hall may not be used for:

- a. commercial purposes;
- b. political fund raising;
- c. promotional functions;
- d. displays or exhibits (sales); or
- e. regular use by service clubs, fraternal organizations, or similar groups.

**B.5.** User fees and cleaning deposits for reservations of the recreation hall may be changed by the Board from time to time. Current fees are as follows:

- a. Association activities ----- No Fee
- b. Association residents only ----- No Fee
- c. Association resident and non-resident guests:
  - Fewer than 20 persons-----\$ 25.00
  - 20-34 persons ----- \$ 35.00
  - 35-65 persons ----- \$ 70.00
  - More than 65 persons\*----- \$100.00 (\*if approved by the Board)

**NOTES:**

- Per fire marshal, the clubhouse's maximum capacity is limited to 65 persons plus deck space.
- An additional non-refundable fee of \$15 will be charged for use of the BBQ to cover the cost of propane.
- Fees are fully refundable if reservation is cancelled at least 30 days prior to use date. Thereafter, half of the fee is refundable.

**B.6.** A cleaning deposit of \$100 is required at the time the reservation is made. The deposit will be refunded if the recreation hall is left clean and undamaged. This deposit is fully refundable if reservation is cancelled.

**B.7.** Cleaning of the recreation hall, deck, and BBQ following their use is the responsibility of the resident making the reservation. This includes washing dishes and running the garbage disposal. Completion of cleaning must be no later than 10:00 a.m. the morning following its use. The Office Manager will inspect the recreation hall for cleanliness the following business day. Failure to properly clean will result in the forfeiture of the deposit.

**B.8.** It is the responsibility of the resident making the reservation to be certain that all doors (including sliding doors) are closed and locked, the thermostat is returned to the proper setting, and lights and ceiling fan are turned off. The remote for the ceiling fan/light must be returned to the top of the refrigerator. All clubhouse furniture brought out to the deck must be brought back inside (excluding patio tables, umbrellas, and chairs). Umbrellas should be closed.

**B.9.** Smoking and underage alcohol use are not allowed in any part of the recreation hall, on the adjoining deck or within ten (10) feet of the entry doors. (Revised August 2020)

**B.10.** The Office Manager or any Board Member may curtail certain activities, or use of the hall altogether, if the Office Manager or Board Member determines that the activities are causing a disturbance to other residents or guests or causing the Association undue risk of liability or damage to property. Examples of inappropriate activities include but are not limited to unnecessary roughhousing, excessive noise, vandalism, or other objectionable acts.

**B.11.** To prevent unauthorized access to the pools while an event is taking place in the hall, the main recreation hall door must not be propped open. However, for easy access to the hall for an event, the side door may be propped open.

**B.12.** The Association Bylaws provide for a fine against residents found responsible for damage to Association property that is a result of reserved or unreserved use of Association property. Expenses that are incurred by the Association as the result of a resident's use of the recreation hall will be charged to the resident. This charge will be in addition to any cleaning deposit received, and includes, but is not limited to, damage to the lawn or landscaped areas, the recreation hall, or any other common property of the Association.

## **I.C. POOLS AND SAUNAS**

The pools are open seasonally, usually from the end of May until early September, depending on weather and budget. The established hours for the pools are **8:00 a.m. to 8:00 p.m.** and are posted on the recreation hall entry door, however, hours may vary depending on the season and other factors. (Revised June 2022)

**PERSONS USING THE POOL SWIM AT THEIR OWN RISK. THERE IS NO LIFEGUARD ON DUTY so it's advisable to NOT swim alone.** Because swimming pools pose significant safety and health issues for the Association as well as for individual residents and their guests, they require a long list of do's and don'ts that are important to observe. Most of these rules are also posted in the pool areas. Any violation of these rules may cause privileges to be revoked.

**C.1.** All persons, including guests, using the pools must sign in on the register maintained in the entry to the recreation hall.

**C.2. Persons using the pools or saunas must comply with all rules of the Oregon State Board of Health, Marion County, and the City of Salem.**

**C.3.** Persons suffering from a communicable disease may not use the pools or saunas.

**C.4.** All persons using the pool must observe good sanitation practices. Swimmers who are incontinent or not fully toilet trained must wear appropriate waterproof diapers.

- C.5. Persons without swimming skills should be accompanied by a person with swimming skills.
- C.6. Guests using the pool area must be accompanied by a resident at all times. Exception: Residents' house guests who are members of their family will have the same privileges as the residents with regard to the pools, saunas, and changing rooms and need not be accompanied by the host/hostess. Residents will be held accountable for the actions of their guests.
- C.7. The number of guests allowed to use the pool is not limited, provided that reasonable judgment is exercised by the resident so as to not interfere with the rights and privileges of other residents and their guests.
- C.8. Pets (other than service dogs) are not allowed in the pool area and no pets are allowed in the pools – per State law.
- C.9. Only swimwear may be worn in the pool. Cut-offs are not allowed.
- C.10. Hard sole shoes are not permitted on the pool deck area.
- C.11. Smoking is not allowed in the pool area.
- C.12. Food and/or drinks are not allowed in the pool area, except for water in plastic bottles.
- C.13. Glass containers of any type (such as lotion bottles) are not allowed in the pool area.
- C.14. Running, horseplay, or loud noise are not permitted in the pool area.
- C.15. For everyone's enjoyment, noise must be kept to a minimum. Only music players utilizing earplugs or headphones are permitted. Please consider others using the pools when using cell phones.
- C.16. The safety rope, which extends across the outside pool and indicates a change in water depth, must be left in place at all times (City of Salem rule). The safety rope may not be removed without the approval of the Office Manager. Unauthorized removal of this rope is subject to a fine of \$50 and the replacement cost of the rope, if needed. This rule will be posted in the pool area.
- C.17. If no other persons are in the pool, use of air mattresses and other large inflatable objects are allowed. Inflated safety devices are acceptable at all times.
- C.18. Pool temperatures are set by the Board and may **not** be changed by residents.
- C.19. Saunas can pose a health threat. People in poor health should consult their physician prior to use. Temperatures of more than 200 degrees may occur without proper control. **Saunas are dangerous if instructions are not followed. Anyone using the saunas does so at their own risk. It is advisable to not use the saunas alone.** Turn off timers and lights when leaving.
- C.20. On Monday through Friday, the time of 5:30 pm to 7:00 pm will be set aside for lap swimming in the indoor pool.

## **II. GENERAL RULES**

### **II.A. NOMINATION AND ELECTION GUIDELINES FOR BOARD MEMBERS** *(Revised October 2022)*

(Authority: Bylaws Chapter 5)

**A.1.** When Board members' terms expire, new Board of Director positions are filled during the annual November Board meeting by a vote of the membership. The following steps are taken to nominate and elect candidates for open positions:

- a.** Approximately three months prior to the annual meeting, the Nominating Committee sends a notice to homeowners providing the number of vacancies on the Board to be filled at the annual meeting. Homeowners may submit a Notice of Interest form (available in the BCC office) to the Nominating Committee. The forms must be sent by September 30.
- b.** The Nominating Committee may solicit candidates by contacting homeowners.
- c.** At the September Board meeting, the Board reminds members about the upcoming election and the deadline to submit a Notice of Interest form.
- d.** The Nominating Committee shall review and screen applications and may contact candidates for additional information.
- e.** The Nominating Committee selects nominees, as provided in Section 5.10 of the Bylaws, and shall include qualified members that have submitted Notice of Interest forms. A qualified member is someone who has been a homeowner for at least one year, has no outstanding payments and is in good standing. In its discretion, the Nominating Committee may include an applicant who does not satisfy one or more of these criteria.
- f.** At least two weeks prior to the annual Board meeting, the Nominating Committee distributes proxy forms (or ballots if an in-person meeting is not being held), along with brief biographies of the candidates, to homeowners. The biographies will contain the information required in paragraph (d) and may include additional information that the candidate provided in the Notice of Interest form or that the Nominating Committee provides. Homeowners are to put the completed proxies or ballots into the Clubhouse mail slot which will be collected by the Office Manager.
- g.** The Election Committee will check with the Office Manager frequently for a count of returned ballots/proxies. If it looks like the quorum of 51% (representing 81 units) won't be met, the Election Committee will ask the Office Manager to send out a reminder to homeowners to return their ballots/proxies.
- h.** One week before the deadline, the Election Committee will review the returned ballots/proxies and record the homeowners who have returned them. The Committee will then start calling the remaining homeowners to remind them that a quorum is required in order for the board election to take place.
- i.** If the annual meeting is being conducted in person, the Nominating Committee introduces candidates at the meeting. Candidates may make a brief statement and answer questions from homeowners in attendance.
- j.** The President invites additional nominations from the floor.
- k.** After all of the nominations are received, the members in attendance vote orally or by written ballots, as provided in Section 5.15 of the Bylaws.
- l.** The Board announces the new Board member(s) at the meeting or as soon as possible.
- m.** Within ten days following the annual meeting and prior to the next monthly board meeting, the board meets and elects Officers.

*NOTE 1: New board members are voted to a position number, which is maintained by the Election Committee. They are expected to serve the assigned term limit but, if unable to finish their term, they can resign and the Board can appoint a replacement to finish the term. (See A.2 below). No board member can serve more than nine years total, whether consecutive or non-consecutive terms/years. (Added December 2024)*

NOTE 2: If the annual meeting is not held in person and votes are done by ballots, the Election Committee will meet on the day following the normal annual meeting date to count the ballots. The chairperson or a representative of that committee will inform the Board president of the outcome and an announcement of the results will be sent to all homeowners within 24 hours.

NOTE 3: Proxies and ballots must be retained for one year from the date of determination of the vote. However, proxies and ballots relating to an amendment to the Bylaws or CC&Rs must be retained for one year from the date the amendment is effective (ORS 94.670).

**A.2.** In the event of an unexpected Board member vacancy for any reason other than removal by Association vote, the President will call a special meeting to select and fill the position by a vote of the majority of the remaining directors. Any past nominees may be considered. The person elected will serve until the next annual Board meeting. The Board will keep the Nominating Committee informed of any changes to the Board that occur between November elections.

## **II.B. BOARD RESPONSIBILITIES**

**B.1.** All contracts must be reviewed and approved by the entire Board **in an open meeting** before the contract is signed. NOTE: This does not apply to projects previously approved by the Board, such as, signing roofing contracts for individual units,. The same would apply to vendors, plumbers, tree service, and any other vendor we use regularly. (Revised March 2023).

**B.2.** When possible, the Board (or committees) should attempt to get up to three competitive contract bids to help achieve cost-effectiveness. It is also recommended that contractors be licensed and bonded when applicable. (Added March 2023)

**B.3.** The entire Board must review publications, such as, updates to R&Rs, Board meeting minutes, newsletters, etc. prior to distribution.

**B.4.** For other than emergency meetings, notice of Board Meetings must be distributed to homeowners at least three days prior to the meeting. (ORS 94.640, ORS 100.420) (Added October 2019)

## **II.C. STANDING AND AD HOC COMMITTEES (Authority: Bylaws Chapters 6 and 8)**

**C.1.** There are *thirteen* Standing Committees: Architectural, Documentation, Election, Emergency Preparedness, Finance, Grounds, Planning & Projects, Maintenance/Repair, Neighborhood Watch, Newsletter, Nominating, Orientation, and Social. (Authority: By-Laws 8.05) (*Revised December 2023*)

**C.2.** The President or the Board may from time to time appoint other ad hoc committees. (Authority: By-Laws 6.20, 8.10)

**C.3.** The Chair of each committee is appointed by the President.

**C.4.** Standing Committee members are appointed by the Board of Directors from a list of volunteers. The Board furnishes committee members with a list of their duties. (Authority: By-Laws 6.20, 8.05) Such duties are reviewed annually by the Board to reflect any changes in the Rules and Regulations.

**C.5.** Committees report their recommendations to the Board at regular or special Board meetings.

**C.6.** Members of the Board may be appointed by the President to serve in an ex-officio, non-voting capacity on each committee.

**C.7.** All committee meetings are open to any homeowner or renter to attend.



## **II.D. VEHICLES & PARKING (Revised April 2020)**

Homeowners and their guests must adhere to all parking rules and obey posted signs. In the event of a parking violation, the Office Manager may elect to pursue a legal remedy or action, including having the vehicle towed (*after a 72-hour warning notice has been posted on the vehicle of concern*), to enjoin and restrain the party from continued parking on Commons property. (Refer to Enforcement of Association Rules for additional information.)

**D.1.** Visitor parking spaces are intended for guest use only. Vehicles parked over 24 hours *total within a week* require a permit, which is issued by the Office Manager, upon request. Residents cannot use visitor parking to park or store any vehicles, except on a temporary basis, not to exceed a 24-hour period *per week*. Under extenuating circumstances (i.e., damage to garage or garage door), the resident can request permission for more time. (Revised August 2022)

**NOTE:** For visitors and homeowners, moving the car for a short while or to another visitor spot will count towards the 24-hr weekly maximum period. (Added August 2022)

**D.2.** Parking in the clubhouse lot is for clubhouse and pool use only or when visiting the BCC office. Residents or their visitors are not to park their vehicles in this lot for any other reason without a permit and are subject to towing and impoundment after proper notice.

**D.3.** Residents must park their vehicles in their garages (preferred) or driveways (if they don't block sidewalks or streets). Residents may not park the following vehicles in their driveways: vehicles too large to fit into garages, trailers, boats, campers, motor homes, vehicles with a commercial license, trucks used primarily for commercial purposes, and like equipment. This exclusion does not prohibit residents from placing these vehicles in their driveways for limited purposes such as packing, unloading, or cleaning. (Authority: Bylaws 9.30.G)

**D.4.** Moving pods may be temporarily parked in driveways or visitor parking spaces after approval by the BCC Office. They must be placed so as not to obstruct emergency vehicles or the crew vehicles. (Added March 2022)

**D.5.** No vehicles are permitted to be driven or parked on the grass with the exception of crew or contractor vehicles. Damage to the grass or sprinkler system due to such a violation will be billed *in full* to the responsible resident.

**D.6.** Do not park on the streets or have your guest(s) park on the street for other than loading or unloading. Emergency vehicles and large trucks need to get through and the crew needs clear streets to do their work. Use visitor parking if you need extra space for your guests.

**D.7.** Inoperable vehicles in resident driveways that create an attractive nuisance or are layered in detritus (any debris or disintegrated materials, such as small rocks, branches, leaves, etc.) are subject to towing and impoundment after a 72-hr notice is posted on the vehicle.

**D.8.** *Sleeping in vehicles or tents is not allowed anywhere on BCC property, including homeowner driveways. A fine will be imposed on the homeowner for each day/night it takes place. The fine will be \$50 per night for the first seven days and \$100 per night for the next seven days. (Added October 2024)*

## **II.E. ESTATE AND GARAGE SALES**

**E.1.** Applications must be submitted to the Office Manager at least one week prior to the sale, indicating the place, date, and time of the sale. Application forms are available at the BCC office. If approved, permission will be granted within three business days after application is received. These requests must be approved by the Office Manager but do not require Board approval.

**E.2.** Sales may be held between the hours of 8:00 am and 5:00 pm on Saturdays and Sundays only. Weekday sales are not allowed due to interference with working staff.

**E.3.** The applicant resident must notify nearby residents 24 hours in advance, of the dates and times the sale will be conducted.

**E.4.** Two signs may be erected to advertise the garage sale. These must be free-standing (not attached to any Condominium Association structure) and not exceed 3'x4' in size. A sandwich-style board is recommended. (Revised April 2020)

- a.** One sign may be erected at the entrance to Association property from the nearest public street giving access.
- b.** The second sign may be erected either adjacent to the property in which the sale is conducted, or at the entrance to the cul-de-sac at its intersection with the condominium street giving access.

**NOTES:** Depending on the location of the sale, one or two additional signs may be needed to direct people to the location of the sale. The Office Manager is directed to remove any signs which do not conform in their dimensions or location, and any signs in excess of the prescribed number.

**E.5.** The applicant resident or an authorized representative is responsible for adherence to all Association rules regarding parking and must accept responsibility for traffic control, and for assuring that sale attendees do not block the streets on Association property, or the access of neighboring residents.

**E.6.** The resident or authorized representative having the sale is responsible for prompt removal of litter or junk/trash by the end of the next day following the sale, and for any property damage as a result of the sale.

**NOTE: SELLING A UNIT** – Refer to rule **H.1** under II.H. **MISCELLANEOUS** for specific information regarding signage. (Added November 2021)

## II. F. DISPOSAL OF TRASH, RECYCLABLES, AND YARD DEBRIS (Revised Oct 2019)

(Authority: Bylaws 9.30, 11.05)

All items will be picked up by D&O Garbage on Monday mornings. If Monday is a holiday that D&O is closed, they will pick up the following day. Trash and yard debris are picked up weekly. Recyclables in blue and red bins are picked up bi-weekly. Refer to the calendar that was distributed or check online for appropriate weeks and additional information. (<https://dogarbage.com>)

**F.1.** Bins must be put in the designated places with **lids facing out** by 6:00am or the night before. If bins are not out in time for pick up, residents must put them back into their garages until the next pick-up day for those bins. All bins must be kept in garages or out of sight on non-pick-up days.

**F.2.** The **lids on the bins must be closed completely** in order to be picked up. Should you have extra trash that won't fit in your bin (with the lid closed) or bulk items such as beds, treadmills, BBQ's, etc., please call D&O at 503-363-7923 for pricing and scheduling. D&O will bill that resident directly.

**F.3. Please take care to sort items appropriately to avoid contamination. Items placed in the blue, red, or yard waste bins that don't belong there, will result in extra charges for contamination. PLASTIC BAGS ARE NOT ALLOWED IN THE YARD BIN OR BLUE BIN.** If in doubt about an item, put it in the trash bin. If you are not willing to sort the items, place everything in the trash bin and contact the BCC office to request removal of the other bins.

**NOTE:** If you need a smaller or larger trash bin, contact the BCC office. If you are unable to roll the bins out to the pick-up areas due to a hardship, contact the BCC office to make special arrangements, which will require a small monthly fee.

### **Grey Garbage Cart (weekly pick up):**

All non-hazardous household waste. Please place lightweight items into sealed bags to prevent blowing (i.e. cold ashes, packing peanuts, tissues and hygiene products, plastic films and wraps.)

These materials require special handling:

- Hot ashes (which can damage cart and truck), paints, chemicals, pesticides, etc.
- Fluorescent tubes
- Fluids
- Rock, cement, gravel, dirt
- State regulated medical waste
- State regulated hazardous waste
- Anything that prevents lids from closing
- Items weighing more than 200 lbs.

### **Yard Waste Roll Cart (weekly pick up):**

- Grass clippings, leaves, weeds, twigs, brush, pine needles, flowers, plants, Christmas trees, pumpkins, and small branches no larger than 4" in diameter in cart. If branches are too long, please cut them so they fit completely in the cart with the lid closed.
- Food waste, including breads, grains, coffee grounds, tea leaves, dairy products, egg shells, bones, fruit, vegetables, meats, proteins, seafood and shells.
- Paper, such as, food-soiled napkins and paper towels, coffee filters, tea bags, and brown restaurant-style pizza boxes (with foil removed).

- Do **NOT** put dirt, ashes, sod, rock, gravel, stumps, logs, processed wood, metal, plastic of any kind (**including plastic bags**), and animal carcasses, waste, litter, or feces in bin. Animal feces must be put in a tied bag and placed in trash cart.
- Do **NOT** put Poison Oak in cart to avoid exposing workers who may be allergic.

### **Blue Recycle Roll Cart (bi-weekly pick up):**

- Cardboard and gray board – clean, dry, and flattened
- Magazines, catalogs, phonebooks, paperback books
- Clean newspapers including ads and junk mail
- Clean mixed paper (office paper, copier and printer paper, file folders, paper bags, note paper)
- Clean plastic bottles and jugs (rinsed and flattened). Please discard caps and pumps.
- Clean tin and aluminum cans (rinsed and flattened)

### **Red Bin (bi-weekly pick up):**

- Clean glass bottles and jars (no broken glass or light bulbs). Labels are okay but please discard lids.
- Used motor oil (2-gal maximum, place in 1-gal jug with screw-on lid).
- Useable latex paint (2-gal maximum, no leaking/rusted cans)
- Dry Cell batteries (sealed into see-thru plastic zipper lock style bag)
- Antifreeze (placed into see-thru plastic jug with tight fitting cap. Keep motor oil and antifreeze separate.)
- Used cooking oil (placed into original container with cap or into a clean see-thru plastic jar with tight fitting cap. Two gallons per week maximum. **DO NOT MIX WITH OTHER RECYCLABLES**)

## **II.G. EXTERIOR ALTERATIONS AND MAINTENANCE**

Before submitting plans, homeowners are strongly advised to read the constraints on all proposed alterations or additions detailed in the Covenants and Restrictions. See Articles VII Party Walls, VIII Architectural Control Committee, IX Exterior Maintenance, and XIII Easements, 3c.

**G.1.** Alterations or construction of a fence, wall, patio, deck, or other exterior structure must have prior approval by the Architectural Committee and the Board, *with some exceptions (see G.9)*. Alterations to landscaping of their patios, gardens and deck areas must have prior approval by the Grounds Committee and the Board. *(Revised March 2023)*

**G.2.** The process is as follows:

1. Homeowner submits an application form (available in the Club House foyer) to the Office Manager **along with detailed plans and drawings** and specifies the nature, measurements, materials, color and location of the proposed changes or additions. **Applications must be submitted at least *five* days before the next scheduled Board meeting to allow for review prior to submission to the Board.** (Revised Nov 2022)
2. Upon receipt of all required information, the Office Manager will forward it to the appropriate committee (Architectural or Grounds), who will review it for completeness. A member of the committee will contact the homeowner if questions arise regarding the proposed project. The committee will also attempt to resolve disputes, if any, with the homeowner.

3. At the next Board meeting, a member of the committee presents their findings and recommends approval or disapproval. The homeowner is invited to attend the meeting. The committee and Board will base their decision on:
  1. conformity to the R&Rs, By-Laws, and Covenants;
  2. project is harmonious with the external design, location, and privacy of the other units.

**G.3.** Homeowners have the right to submit plans to appropriate no more than four-hundred fifty (450) square feet of area from the private commons that abuts their lot (a measurement that includes any area already appropriated by current or past homeowners and together are no more than 450 square feet), for a patio or deck area, which may be covered but not enclosed. Such appropriations may be fenced or open and are subject to the same design and materials specified above. (See Article XIII 3c of the Covenants.) Moving or changing any part of the sprinkler system will be at the homeowner's expense.

#### **G.4. Fences**

To preserve the open nature of the BCC buildings and grounds, fences may not exceed 6 feet in height and may be built with 1"x4" or 1"x6" wood planks, wrought iron, or cast aluminum.

#### **G.5. Fence Painting**

Homeowners are required to repaint existing wooden fences on the same cycle as their connected units to match either the siding color or the trim color, or a combination of the two that has been approved by the Architectural Committee. Homeowners may paint the fence themselves or contract directly with the painters contracted to paint their unit, by paying their charge for the added service. In either case, the Association supplies the paint, which must be requested on a Work Order and approved by the Architectural Committee. Homeowners are required to paint their new fences no later than the summer of or following installation. There are no exceptions to this Regulation. Homeowners who don't conform will be fined \$50 plus the fee charged by the painter contracted by BCC.

#### **G.6. Decks and Deck Railings**

Approved decks may be constructed of wood or wood-like materials. The wooden railing, stairs and gate, if any, should be stained the same color as the deck or painted to match the house. Railings and gates may also be black wrought iron or cast aluminum.

**NOTE:** *When covering outdoor furniture, grills, etc., ONLY neutral colors (brown, grey, black) are allowed and must be form-fitted (covers intended for the item). Blue or any color tarps that were not made for the item are NOT allowed, as they are not pleasing to your neighbors. (added Aug 2023)*

#### **G.7. Hot Tubs**

Prior to installing a hot tub on a deck or patio, the hot tub must be approved by the Architectural Committee to ensure the deck can support it and the hot tub is placed so as to not interfere with or obstruct access to the irrigation system or the exterior of the unit for repairs and/or painting. Also, any needed electrical work must be done by a licensed and bonded electrician. (Added March 2022)

#### **G.8. Second Story Balcony/Railings**

Those that are original to some F units are painted on the unit's regular cycle and maintained by the Association. Homeowners choosing to replace the original railings with new wood are responsible for painting them the color of the house or for staining the wood no later than the summer of or following installation. If they choose to paint them, they will be maintained by the Association during the painting cycle. Alternatively, they may choose to replace the wooden railing with black wrought iron or cast aluminum. In this case, the homeowner takes permanent

responsibility for their maintenance. Guidance from the Architectural Committee should be sought before making any decision to submit plans for such changes.

### **G.9. Air conditioners, windows, doors, skylights, solar tubes, solar panels, satellite dishes**

Replacement of standard air conditioning units, windows, and doors and new installation or replacement of existing skylights, solar tubes, and *solar panels* require an application for review and approval of the alteration, as described in **G.1**. However, applications for these standard installations/alterations may be approved by the Architectural Committee without the need for Board approval provided that the Architectural Committee makes site visits before and after installation to ensure compliance with Association regulations. The Architectural Committee will include notice of any such approved applications in its routine report to the Board of Directors at its next regularly scheduled meeting. Such reporting will be for information purposes only and will not impede a homeowner's ability to proceed with the alterations, unless there are complicated circumstances regarding the request and the homeowner is so informed. (Revised August 2022)

#### **NOTES:**

- Window A/C units are allowed if they are not visible from commons area.
- Satellite users are still obliged to pay basic cable.

### **G.10. Air Conditioning**

Homeowners wishing to add or replace an existing air conditioner are subject to the following requirements:

- a. If you are installing an air conditioner for the first time and choose to place it on the ground, it must be placed in an unobtrusive place, preferably masked with shrubs, where the noise will have the least effect on neighbors. If you choose to place it on the roof, you must sign a waiver releasing the Association from responsibility and liability for that area of the roof. In either case, it is subject to prior review and approval by the Architectural Committee. (refer to **G.1** in this section)
- b. If you are replacing an old air conditioner located on the roof, you may either place the new one on the ground as described above or sign a waiver releasing the Association from future responsibility and liability for that area of the roof. You are further responsible for:
  1. the safe removal of the old air conditioner and the stand or bracing put in place to hold the air conditioning unit on the roof, and
  2. any repairs to the roof surface due to removal of the air conditioning unit, bracing, and/or stand.

Homeowners wishing to remove an air conditioner from the roof but not replace it are still required to sign a form releasing the Association from future responsibility or liability for that area of the roof until the roof is replaced.

### **G.11. Electric Vehicle Chargers (EVC)**

Chargers for electric vehicles must be approved by the Architectural Committee and must comply with all Government regulations prior to installation, including installation by a licensed and bonded electrician and installed inside the garage. This is to ensure the safety of the homeowner as well as their adjoining neighbors. (ORS 100.627) (Added March 2022)

### **G.12. Landscaping**

Homeowners must submit an application form to the Office Manager along with precise plans, including any relevant drawings with exact details for **all** proposed in ground alterations to landscaping inside and/or outside mow strip to ensure BCC irrigation lines are

not damaged. Refer to rule **G.2** under EXTERIOR ALTERATIONS AND MAINTENANCE for the complete process.

Contact the Grounds Committee Chair for planting suggestions and refer to the Approved Plantings List prior to finalizing and submitting for approval any landscaping plans. An exception is the planting of annuals within enclosed courtyards or within mow strips. They do not require approval but care must be taken to not damage irrigation pipes or heads.

**NOTE:** The boundary between the Commons' lawns and the adjacent areas of the Commons appropriated by homeowners is usually, but not always, marked by a "mow strip," a board 4-6 inches wide that allows the grass to be mowed all the way to the edge without damaging plantings on the other side.

**IMPORTANT:** If a homeowner wishes to put rocks or stones within a mow strip or beds adjacent to Commons grass, they **must** be contained by some type of barrier to prevent them from rolling into the grass, which can damage the lawn mowers. This also requires prior approval by the Grounds Committee Chair by submitting an application form (see **G.2**).

- a. Whether or not there is a mow strip board between the grass and the unit, if homeowners wish to plant in that space, it must be at least 36 inches wide. Plantings should be at least 18 inches from the unit and trimmed back as necessary to leave a space no less than 8 inches from the outside walls of the unit to prevent moisture from collecting on the siding, a prime cause of dry rot. The same applies to large beds regarding placement of plantings.
- b. **Homeowners with fences or decks** are required to maintain at least a 6-inch wide space between the outside of their fence/deck and the mow-strip, even if no actual board is in place, to facilitate mowing of the Commons. That space is the homeowner's responsibility to maintain, as are all plantings, shrubs, trees, and grounds that are inside their fences. After due notice, failure to maintain these areas will result in fines and/or restoration to low-maintenance plants or grass at the homeowner's expense. See **NOTE** below.
- c. **Homeowners without fences** are required to weed and maintain plantings, shrubs, trees, and grounds in the area between their unit and the mow-strip that separates their appropriated property from the Commons, even if no actual board is in place. After due notice, failure to do so will result in fines and/or restoration to low-maintenance plants or grass at the homeowner's expense. See **NOTE** below.
- d. Before digging in or out of their property's mow strip or common area, homeowners must contact (call/text/email) the Grounds *Manager* to determine where the irrigation system is located. Any damage by the homeowner to the irrigation lines is the financial responsibility of the homeowner and they will be charged \$30 per hour to repair the damage.
- e. Homeowners who rent out their properties must have a written agreement with their tenant as to who is responsible for maintaining the areas described in **a**, **b** and **c** above. A copy of the agreement must be given to the Office Manager or Board of Directors, together with the other information specified in **H3** under Miscellaneous.
- f. Homeowners wishing to alter landscaping anywhere on the Commons outside their mow-strip must submit an application to the Grounds Committee, which must be approved by the Committee and the Board. Granting of such a request places the responsibility on that homeowner for maintaining the area. Failure to do so will result in returning the area to low-maintenance plants at the homeowner's expense. See **NOTE** below.
- g. If a homeowner wants a tree or shrub removed from a Commons area, an application must be submitted to the Office Manager, who will forward it to the Grounds Committee. They will assess the situation and, if there's a valid reason for removing the tree, such as, the tree is diseased and dying and is potentially dangerous, a recommendation may be presented to the Board. If approved, the Board directs the Office Manager to make arrangements for removal. **In the case of a tree causing an immediate danger, the homeowner or resident should contact the Office Manager.**
- h. **Homeowners are not allowed to remove anything from the duck pond as it's a natural habitat and partially owned by the City of Salem. If you have any concerns about the pond, contact the BCC Office or the Grounds *Manager*. (added March 2021)**

**NOTE:** If homeowners don't take action within two weeks after the first notice of infraction, a second notice will be given. If no action is taken within two weeks of the second notice, the infraction will be escalated to the Office Manager and/or the Board for corrective action.

## **II.H. MISCELLANEOUS (Authority: Bylaws 9.30, 11.05)**

**H.1.** When selling a unit, the homeowner may attach one standard-sized commercial real estate or "For Sale By Owner" sign to the front or rear of the unit - not on a stake. A regulation stand containing information sheets may also be placed close by. Two "Open House" signs may be placed on Association property at or near the entry street, and another adjacent to the unit during the hours the unit is advertised as open for buyers.

**H.2.** House numbers may not exceed 7 inches in height and name signs may not exceed 11 inches.

**H.3.** Homeowners who lease/rent their unit, must notify the Board in writing, giving their whereabouts and name of the tenant and *any others that live there*. **Failure to notify the Office Manager or Board within 14 calendar days may result in a fine.** It is the responsibility of the homeowner to give his/her key card to the tenant and to make sure the tenant has a copy of the Bylaws, Covenants, and Rules & Regulations. The homeowner must make clear to the tenant and the Board in writing whether the tenant or the homeowner will take responsibility for maintaining the unit's appropriated grounds. In either case, the homeowner has the ultimate responsibility for the upkeep. (Revised Oct 2019)

**H.4.** Homeowners, residents, or their family members may not be employed by the Association. Any exceptions to this rule must be approved by the Board. (Revised August 2020)

**H.5. HIRING OF BCC EMPLOYEES BY RESIDENTS:** The Association employs a work crew of landscape/maintenance employees that work for us eight hours a day, five days a week. Residents wishing to hire them for yard or maintenance work on weekends must make their own arrangements without interfering with their Association work day. The Association will not, in any way, be responsible for any workers compensation or liability issues that might arise from such activity. BCC Association equipment is not available for such activity.

**H.6.** Residents may not post or display more than two signs, posters, flags, or banners in or upon the Battlecreek properties except as authorized by the Association. (Revised July 2020)  
*NOTE: An exception is political or religious signs, which are limited to one sign per unit and no larger than 18" x 24". They must be placed within the homeowner's mow strip, not on BCC commons areas. Political signs cannot be displayed more than 30 days before an election and must be removed the day after the election. (Revised on Sept 25, 2024 and effective immediately.)*

**H.7.** Owners must maintain physical control of their dogs and all dogs must be on a leash any time they are on Commons property or if not in a fenced yard. Cats should be indoors as much as possible. **Residents must immediately clean up all animal waste left by their pets.** Failure to do so may result in fines. (See the Fine Schedule under III.D in this document.) (Revised August 2022)

**H.8.** Homeowners are responsible for pest control on the inside, outside, (to the mow strip) and underneath their unit. Pests include, but are not limited to, all insects and rodents. Homeowners may become liable to their neighbors and to the Association for damages if they do not properly protect their property and take prompt action to rid their property of all pests. The Association is responsible for pest control on common areas, such as lawns, recreation hall, etc.



**H.9.** Skateboarding is not allowed on the sidewalks of BCC. An initial verbal warning will be given and, if it continues, a letter explaining the rule will be sent. If infraction continues, fines may be imposed. (See the Fine Schedule under III.D in this document.)

**H.10.** Between the hours of 10 p.m. and 8 a.m. there should be no excessive noise that would disturb your neighbors. Our crew does not use power equipment until after 8 a.m. ***Fireworks or any excessively loud noise (such as mortar shells) are not allowed at any time on BCC property due to fire danger and the startling effects it has on children, veterans, pets, and wildlife. Fines will be enforced on the homeowner on the first and each violation. (Revised October 2024)***

**H.11.** Driving through areas where there are removable posts is not allowed as it poses a danger to crew and people walking around the development.

**H.12.** Tampering with irrigation timers by residents is not allowed.

**H.13** Raising or keeping chickens is not allowed within Battlecreek Commons due to Marion County regulations and the space needed to house them. (Added March 2021)

**H.14** Homeowners are responsible for repairs or any changes to their crawlspaces. (Added June 2022)

***H.15.*** Homeowners/renters/guests, other than Grounds Committee members or Grounds Crew, are NOT to pick flowers or cut branches off any trees or shrubs on the Common grounds of BCC!! They are for everyone's enjoyment to look at and inappropriate cutting destroys the symmetry of the trees/shrubs and damages the growth process. Additionally, vandalism of any building, security equipment, or common property will result in a \$50 fine for each violation and charged to the homeowner, along with the cost of repair/replacement. (Authority: Bylaws 4.10, 4.15) (Added November 2024)

***H.16*** Homeowners/renters/guests shall not engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other members, residents, guests, occupants, invitees, management, its agents, its employees or vendors. A fine will be enforced on the homeowner for each incident per the Fine Schedule in this document and the police will be called, if necessary. (Authority: Bylaws 4.10, 4.15) (Added November 2024)

### **III. ENFORCEMENT OF ASSOCIATION RULES: COMPLAINTS, HEARINGS & PENALTIES**

#### **III.A. AUTHORITY AND APPLICATION OF THE RULES**

The Covenants, Rules & Regulations, and Bylaws of the Association are applicable to all persons present on the premises whether homeowners, lessees, renters, guests or trespassers. Homeowners who lease or rent property or invite guests to share the use of Common areas, have the obligation to acquaint the parties with the applicable Covenants, Rules & Regulations, and Bylaws and provide a copy to any renter or lessee. Infractions for which a fine is imposed, if not paid, may be subject to a lien in the same manner as other fines or assessments which are owed to the Association.

(Authority: Bylaws, Sections 3.10, 4.10, 9.35, 11.05)

#### **III.B. NOTIFICATION OF INFRACTIONS TO OFFICE MANAGER**

**B.1.** Any homeowner or resident may communicate in writing a complaint or infraction of the

Rules & Regulations, Bylaws, or Covenants to the Office Manager. The complaint must be in writing and in sufficient detail to enable the *Office Manager* to give reasonable consideration and adequate notice of the nature of the infraction. *(Revised April 2024)*

**B.2.** The Architectural, Grounds, or other standing Committees will bring infractions of Covenants, Rules & Regulations, Bylaws, or written policies of the Association to the attention of the Board and *Office Manager*. *(Revised April 2024)*

**B.3.** The Office Manager, in addition to notifying the Board of resident infractions, is responsible for enforcement of all Rules & Regulations governing the use of Commons areas, including, but not limited to, the parking areas, recreation hall, changing rooms, saunas, swimming pools, and basketball courts. The Office Manager is authorized to confiscate any key card which the Office Manager believes may have been used in an unauthorized manner. Unauthorized persons may also be required to leave the Association premises. *If the party requests a hearing with the Board and the Board upholds the infraction, the card is not returned and/or is cancelled.* *(Rev April 2024)*

### **III.C. ACTION BY THE OFFICE MANAGER**

Prior to taking any action, *the Office Manager* may contact the homeowner named in the violation to attempt to resolve the issue. If unsuccessful, the following steps will be taken. *(Revised April 2024)*

**C.1.** The Office Manager will provide written notice to the party(ies), alleged to have committed an infraction, *that a fine will be issued unless they can provide proof that an infraction wasn't committed or has been resolved.* In the event the violation involves a renter or guest, all affected parties including the homeowner will be notified and given an opportunity to be heard *at a scheduled meeting if they request one.* Any relevant evidence is admissible at a hearing. If the party(ies) decline(s) to appear, the *Office Manager* will move to the actions stipulated in **C.2** below. *(Revised April 2024)*

#### **C.2. Penalties**

- a.** For the first or any subsequent infraction of any Covenant, Rule & Regulation or Bylaw, the *Office Manager* will impose a fine or suspension of privileges of access. *(Revised April 2024)*
- b.** Any vehicles in violation of the parking rules are subject to towing and impoundment after an initial 72 hour warning is placed on the vehicle by the towing agency. If after 72 hours, the vehicle continues to be in violation, it may be towed. Moving the vehicle to another location other than a resident's driveway is considered a continued violation and will be towed again. All impoundment or storage fees are the responsibility of the resident/operator.
- c.** A resident, for allowing unauthorized use of a key card, or for allowing access to the recreation hall or pools to persons otherwise ineligible under the Bylaws and Rules & Regulations, is subject to forfeiture of his/her key card. For a first infraction, privileges will be suspended for 30 days, following which the resident may purchase a replacement key card, unless the *Office Manager* conditionally suspends the privileges. A second infraction may be subject to a three-month suspension of privileges, and a third infraction may result in a year's revocation of the use privilege. Unauthorized non-residents found on the premises of the recreation hall area or other common facilities, must immediately leave the premises when ordered to do so by the Office Manager, any homeowner, or officer of the Association. If the parties are present at the invitation of a resident, their failure or refusal to leave will subject the resident

responsible for their presence to a separate, and additional, infraction of unauthorized use/access under this section. Parties are also subject to trespass charges under City of Salem Ordinances. *(Revised April 2024)*

- d. Interfering with the performance of a contractual obligation of the Association of a service by a vendor or contractor, will subject the obstructing party to a fine of \$50 for each act which prevents execution of the contract, plus any damages or costs assessed against the Association by the contractor.
- e. Failure to maintain individual properties, including the grounds, by the homeowner, renter, or lessee will subject the parties to an assessment of the costs of restoration or maintenance.

### **III.D. FINE SCHEDULE (Adopted October 2015) *(Revised April 2024)*:**

**D.1.** In the event that the *Office Manager* makes a determination of a violation, *a warning notice is sent to the homeowner with a deadline of two weeks for compliance.*

**D.2.** If the violation is not corrected within two weeks, a fine notice will be sent informing the homeowner *that additional fines will be imposed per the schedule below.*

**D.3.** Fine Schedule:

- a. First Notice: \$50 and compliance deadline of two weeks
- b. Second Notice: \$200 and compliance deadline of one week
- c. Third Notice: \$500 and compliance deadline of one week
- d. Four or more notices: \$1,000 each, *or as determined by the Board*, and a deadline of one week

**D.4** After the fourth *notice*, the Office Manager notifies the Board, who will decide the next step.

## **IV. REQUESTING REPAIRS AND SERVICES OF HOMEOWNER PROPERTIES**

**Purpose:** To establish a fair and equitable procedure for processing homeowners' requests for repairs, alteration, or servicing of their property. The regulation is not intended to supersede existing procedures where informal requests have customarily been made to the Office Manager for grounds keeping services, nor is it intended to alter the scope of the duties of the standing committees of the Association except insofar as specifically set forth below.

(Authority: Bylaws Sections 9.15 and 11.05, Covenants: VIII Section 1 and XIII 3c)

The Board of Directors seeks to establish reasonable written rules governing the Association's responsibility for exterior repair, structural modification and servicing of homeowner properties as well as for the processing of requests for such services. The Board, in establishing the scope of Association participation in repair/servicing or alteration guidelines, must take into consideration cost of the services, whether such costs have been reasonably anticipated and budgeted for, financial reserves, insurance, and whether the Association is bound by custom (precedent), Covenants, Bylaws, or Rules and Regulations to provide such repairs, servicing or alterations.

### **IV.A. REQUEST FOR SERVICE BY HOMEOWNERS**

Except in the case of an emergency, all requests for service under this regulation must be submitted on a Work Order form to the Office Manager. If the Office Manager deems it necessary, or if the homeowner specifically requests, a date and time for an onsite inspection to identify the nature and extent of the

service may be set. The inspection will be reasonably convenient to the homeowner or resident being present unless the homeowner waives this requirement. The Office Manager may agree to provide the service to the extent requested by the homeowner if it conforms to the Rules and Regulations, By-Laws, Covenants and the written policy of the Board. If the service is of a contractual nature, such as painting or dry rot, and is being executed under a general contract that applies equally to all individually owned properties of the Association, the work contracted for may proceed at the discretion of the Office Manager. The homeowner does not forfeit any rights pending a review of the decision of the Office Manager, but will not have the right to impede the orderly progress of work contracted.

#### **IV.B. REPAIR POLICY**

When applicable, guidelines and release forms for repair or servicing of a homeowner's property will be established by the Board with the Office Manager before the work begins and will be provided by the Office Manager to each homeowner upon request. Dates for the repair work to begin will be set by the Office Manager and agreed upon by the homeowner. Should the homeowner cancel the dates for insufficient reason, the Office Manager reserves the right to reschedule to a later date at the *Manager's* convenience.

#### **IV.C. REVIEW AND ACTION BY THE BOARD**

Homeowners who have a request or claim for service which they believe has not been adequately addressed or performed by the Office Manager may present a written request for review by the Board at the Board's regularly scheduled business meeting. The Board may take one of the following actions:

- a. act on its own motion;
- b. request the Office Manager to submit a report on the extent to which homeowner's request is within the guidelines established by the Board for such matters; or
- c. refer the matter to a standing committee of the Association. In this case, the Committee will:
  1. conduct an independent inspection; or
  2. with Board approval, engage professional assistance to evaluate the matter and report its findings and recommendation to the Board.

#### **IV.D. DECISION BY THE BOARD**

After due consideration of a homeowner's request for review, the information presented, as well as recommendations of the committee, if any, the Board of Directors will make a final binding decision and provide written notice to the requesting homeowner.

### **V. DELINQUENT PAYMENT OF ASSESSMENTS, FINES, LATE CHARGES AND INTEREST, FILING OF PROPERTY LIENS**

#### **V.A. OBLIGATION TO PAY DUES AND ASSESSMENTS**

The Covenants of the Association create an obligation on the part of each homeowner to pay (1) the annual assessments or charges, and (2) special assessments for capital improvements. In the event of their nonpayment, the Association has the right to file a lien upon the property against which each assessment is made, which together with interest, late fees, and costs of collection, becomes a charge upon the property and a personal obligation of the owner of the property. A unit buyer accepts the obligation for any such liens and is responsible to pay any assessments, fees, interests, and costs of collection, whether the charges are currently owed or past due.

(Authority: ORS 100.450; Covenants, Article VI, Sec. 1, 2, 3, 4; Bylaws 2.10, 2.15, 9.05)

#### **V.B. WHEN ASSESSMENT PAYMENT IS DELINQUENT**

The annual assessment is established by the Board of Directors and usually commences on January 1 of

the calendar year and may be paid monthly, quarterly, or annually. Dues are due and payable on the first of each month. Dues are considered **late and delinquent** if for any reason the monthly amount due for that month is not paid by the tenth of the month due. A statement is sent before the second and third month of each quarter if there is a balance due. Special assessments are due on the date stated in the notice of assessment and likewise become delinquent when not paid within 10 days of the due date. (Authority: Covenants, Article VI, Section 5, 6 & 7)

#### **V.C. LATE CHARGES AND INTEREST**

A **late charge of \$35** per account per month will be assessed on any delinquent amount. If after 30 days from the sending of a certified letter advising the homeowner of the total assessment due, payment satisfactory to the Board has not been received, the assessment will bear interest from the date of delinquency at the rate of 10% per annum until paid in full. The Board is required under the Covenants to bring an action of law against the homeowner who is obligated to pay assessments or other expenses that are lawfully levied by the Association, and has failed to do so. The action is primarily a lien that is filed against the delinquent homeowner's property.

(Authority: Covenants, Article VI, Section 7)

#### **V.D. FIRST LETTER; DELINQUENCY NOTICE**

The Office Manager will notify homeowners that *they are* delinquent if no payment has been received or satisfactory arrangements have not been made to pay obligations that are due and owing 30 days from the delinquency date. At the same time, notice will be given of the interest, late charges, and any fines that are assessed. The Board will be notified when a delinquency notice has been sent.

#### **V.E. SECOND LETTER; NOTICE OF INTENT TO FILE LIEN**

If the delinquency for the annual assessment or any special assessment continues for four months or more, or if the amount owed is \$1,500 or more, and has not been paid or arrangements have not been made to pay monthly or quarterly, the Board President or the Office Manager, *if so directed*, will notify the delinquent homeowner by certified mail of the Board's intention to authorize the filing of a lien on the owner's property.

The letter will notify the homeowner of the legal obligations that apply when a delinquency in payment exists and of the Association's policy for collection. The letter will indicate that assessments levied by the Association, together with interest and costs of collection, become a charge on the property.

If, after 30 days, no payment has been received or arrangements made to satisfy the delinquency, the Board will, by resolution, authorize the filing of the lien, together with a statement of the interest and late fees accrued. A copy of the lien will be delivered to the homeowner by registered mail following its filing and recording.

(Authority: ORS 100.450; Covenants, Art. VI, Sec. 1; Bylaws, Sec. 9.35)

#### **V.F. EXCEPTION TO LETTERS OF NOTICE**

The delinquency notices described in **V.D.** and **V.E.** above may be dispensed with and the Association may move directly to file a lien if:

- 1.** there is an amount due and owing of at least \$1500 in the form of assessments, dues, or other financial obligations to the Association; and
- 2. when it is apparent that, for whatever reason, time is of the essence** and the failure to file timely may jeopardize the Association's receiving payment of funds due and owing. The only notice required is that the homeowner will be informed by the Board President or the Office Manager, *if so directed*, that the Board will immediately file a lien.

(Authority: Covenants, Art. VI, Sec. 7)

## **VI. INVESTMENT OBJECTIVES AND GUIDELINES**

### **VI.A. INTRODUCTION**

This statement of investment policies and objectives is set forth in order that there will be a clear understanding of the investment policy by the Battlecreek Commons Association, Inc. Board of Directors.

**A.1.** There will be a Finance Committee, the Chair of which is appointed by the President, to consist of the Board Treasurer and at least three homeowners.

**A.2.** Consistent with the Bylaws, the Board will provide the Finance Committee with specific guidelines and expectations regarding its role.

**A.3.** With input and feedback from the Finance Committee, the Board will make final decisions regarding the investments of the Association.

### **VI.B. INVESTMENT OBJECTIVE**

The basic goal of this policy is to ensure that the assets of the Association are invested in a prudent manner and are positioned to yield a total return that, together with investment capital and other expected revenues of the Association, will be sufficient to fund the specific long range requirements, e.g., capital improvements and maintenance. Investments should be selected with the timing of future capital needs in mind.

### **VI.C. INVESTMENT POLICY**

**C.1.** Investments will be managed in a conservative manner designed to prevent exposure to severe depreciation in asset value during adverse markets. A moderate level of risk, with a portion of the portfolio, may be warranted in order to achieve the investment objectives set forth in this rule.

**C.2.** Diversification among different asset classes and maturities within the equity and fixed income is encouraged.

**C.3.** For the guidelines expressed for equity and fixed income investments, the asset allocation in the portfolio may be modified, depending on the outlook for the economy and the securities markets. Twice a year, the Board will review the Association objectives and the asset allocation and may consult with the Finance Committee for recommendations.

**C.4.** A significant change in investment strategy must be approved by a majority vote of the full Board before implementation of the change.

### **VI.D. INVESTMENT GUIDELINES**

#### **D.1. Preservation of Principal**

The Board and the Finance Committee will make reasonable efforts to preserve the principal funds. The Board will be deemed to have met this guideline as long as it complies with the standards established by the "prudent investor" rule applicable to non-profit organizations in the State of Oregon.

#### **D.2. Types of Assets**

All assets must be placed in accounts that are covered by FDIC.

### **D.3. Planning Horizons and Diversification**

Funds intended for short-term needs (for expenditures or contingencies within the next three years) should be invested in certificates of deposit, money market funds, or short-term government securities. The longer-term investment funds of the Association will be invested only in mutual funds, preferably those with no sales charges (front loads). If this is not possible, efforts will be made to appropriately reduce costs related to sales charges. The mutual funds should be selected on the basis of past performance and expense ratios, and other criteria deemed appropriate by the Board. Only well-diversified mutual funds should be considered. The Association will not invest in the securities of individual corporations or in mutual funds with narrow industry sector objectives. For long-term fund balances of greater than \$100,000, at least two mutual funds should be utilized. Not more than ten percent (10%) of the portfolio, at the time of purchase, is to be invested in the individual securities of any one issuing corporation. Government agencies and federal securities are exempt from this restriction. Not more than 20% of the total of the portfolio, at the time of purchase, is to be invested in any one industry.

### **D.4. Maximum Downside Risk**

A decline in market value of the portfolio of 10% from original cost will prompt an immediate review by the Board.

## **VI.E. DELEGATION OF RESPONSIBILITY**

### **E.1. Board Responsibility**

The Board is responsible for investing the assets of the Association. The Board will discharge its duties solely in the interest of the Association with the care, skill, and diligence of a prudent investor. The Board will review and provide final approval of recommendations presented by the Finance Committee.

### **E.2. Finance Committee Responsibility**

The Finance Committee will assist in developing recommendations to the Board regarding investment policy, asset allocation strategies, and specific investments.

## **VI.F. COMMUNICATIONS/REVIEW**

The Finance Committee will report to the Board at least quarterly providing information including performance results, portfolio listings, and valuations.

## **VI.G. BONDING**

Fiduciary bonding is not required of or by the Board.

## **VII. WELCOMING NEW RESIDENTS**

The Office Manager notifies the Orientation Committee about new residents and ensures they have a Red Book that includes the Covenants, By-Laws, and current Rules and Regulations. The Office Manager should also invite the new resident(s) to attend Board meetings and phone or email any Board Member or Committee Chair with their questions about our community.

This document was:

Revised and adopted by the Board: 07-1998  
Revised and adopted by the Board: 04-1999  
Revised and adopted by the Board: 04-2004  
Revised and adopted by the Board: 07-2010  
Revised and adopted by the Board: 09-2013  
Revised and adopted by the Board: 12-2013  
Revised and adopted by the Board: 09-2014  
Revised and adopted by the Board: 01-2015  
Revised and adopted by the Board: 07-2015  
Revised and adopted by the Board: 10-2015  
Revised and adopted by the Board: 11-2015  
Revised and adopted by the Board: 06-2016  
Revised and adopted by the Board: 10-2016  
Revised and adopted by the Board: 02-2018  
Revised and adopted by the Board: 03-2018  
Revised and adopted by the Board: 05-2018  
Revised and adopted by the Board: 01-2019  
Revised and adopted by the Board: 04-2020  
Revised and adopted by the Board: 05-2020  
Revised and adopted by the Board: 07-2020  
Revised and adopted by the Board: 08-2020  
Revised and adopted by the Board: 03-2021  
Revised and adopted by the Board: 11-2021  
Revised and adopted by the Board: 03-2022  
Revised and adopted by the Board: 06-2022  
Revised and adopted by the Board: 08-2022  
Revised and adopted by the Board: 10-2022  
Revised and adopted by the Board: 11-2022  
Revised and adopted by the Board: 03-2023  
Revised and adopted by the Board: 08-2023  
Revised and adopted by the Board: 12-2023  
Revised and adopted by the Board: 04-2024  
Revised and adopted by the Board: 10-2024  
Revised and adopted by the Board: 11-2024

*December 2024 revisions adopted by the Board of Directors:*

Sharon Grasset, President  
Virginia Ferguson, Vice President  
Dee Doyle, Treasurer  
Jeanne Dalton, Co-Treasurer  
Sue Harris, Secretary  
Nathan Goldberg, Director  
Kathie Forstrom, Director



**ADDENDUM**  
**POLICY FOR BUILDING AND GROUNDS MAINTENANCE**  
**BY HOMEOWNERS & RESIDENTS**

Homeowners are responsible for everything about their unit from the 'studs in'. In addition, homeowners are responsible for:

- Concrete walks, steps, and garage aprons
- Buried gutter drain systems– responsible for repairs to decks and/or patios, if damaged in order to reach and unclog the buried drain system
- Ground floor decks (front and rear), including repair and staining, as appropriate, and for any damage to the walls due to the deck construction
- All windows and doors
- All air-conditioning units including the support boxes and penetrations since they were not part of the basic package upon construction
- All skylights, solar tubes, and *solar panels (Revised August 2022)*
- All fences and party walls, including painting as needed
- Any and all improvements done by themselves or by a previous resident or owner (whether approved by the Association or not)
- Any damage caused or exacerbated by the homeowner's or prior homeowner's actions or inactions
- Foundation, foundation vents, access covers, external faucets, and *crawl spaces. (Revised June 2022)*
- Any damage to their pipes, and for any leaks on their side of *and including* the unit's water shut-off valve (Revised May 2020)
- Maintaining in an attractive manner all trees and plants, whether planted by the Association, themselves, or previous homeowners that are within their courtyard, their fenced areas, or the approximate three foot planting strip around their unit
- Pest control on the inside, outside and underneath their unit including, but not limited to, all insects and rodents
- Removal of all mildew or mold on their decks, railings, walks, etc.
- All plantings areas for which they have assumed responsibility by virtue of their or previous homeowners planting materials and for maintaining such areas, until they turn them back over to the Association with a mutually agreeable written document
- Any damage to the exterior caused by trees or plants for which they are responsible
- Timely notification to the management in writing of any suspected dry rot or other items requiring Association attention
- Electric car chargers must be approved by the Architectural Committee and comply with all Government regulations prior to installation. (Refer to rule G.11 in this document.) (Revised March 2022)

## BY THE ASSOCIATION

The Association is generally responsible for maintenance, repair and/or replacement as needed for:

- Roofs including moss treatment as needed
- Gutters and downspouts including cleaning as needed
- Buried gutter drain systems
- 2nd floor decks that were a part of the original design and construction
- Exterior walls and siding, excluding party walls
- Garage door repair or replacement necessitated by normal wear and tear (including internal mechanical parts, such as, springs, tracks and wheels). Automatic door openers and remotes are excluded and are the homeowner's responsibility.
- The Commons grounds
- Pruning or removing large trees as needed
- Sewer lines
- Street lights
- Roads and sidewalks (not including walks that lead to front doors)

The Association will **not**:

- Replace 'water boards' (i.e. the 1x10 horizontal boards at the bottom of the siding) due to their propensity to cause dry rot of the siding underneath.
- Repair or replace planting shelves between stub walls at windows. These will be removed. If the resident elects to not have these removed, *they* will be responsible for upkeep and maintenance of the shelves, including any damage resulting from shelves.
- The Association is not responsible for damage to the studs, inside walls, or ceiling due to water leakage or damage such as dry rot, stains, popped nails, etc. that is caused by homeowner negligence (plantings too close to exterior walls, failure to report clogged gutters and/or downspouts) or that is beyond the scope of the Association's regular maintenance. (Revised March 2021)

NOTE: Reimbursement to homeowners for cost of repairs that had been approved for reimbursement must be submitted to Office Manager within 60 days of the repairs.

(Addendum previously distributed in 2010. Revised and added to this document in September 2013.)