

August 14, 2024

**BOARD OF DIRECTORS RESOLUTION #10002**

**Effective October 1, 2024**

**Supersedes all Previous Rules and Regulations and Fines and Fees Policy**

**of the West Eugene Village Homeowners Association, Inc. and**

**Renames the Architectural Control Committee to the Architectural Review Committee**

Whereas, per the West Eugene Village Homeowners Association, Inc. CC&Rs, its Bylaws, Rules and Regulations, and per ORS 94.777, the Board of Directors (hereinafter referred to as BOD) and/or the Architectural Control Committee (hereinafter referred to as ARC) are responsible for homeowner compliance of the aforementioned governing documents and any Resolutions of the BOD; and whereas, these documents are in place to govern the conduct and activities of homeowners, renters, lessees, and their guests within the community to preserve the appearance, safety, livability, and return on investment within the entire community; and whereas, the Rules and Regulations of the West Eugene Village Homeowners Association are written, and may be updated by Resolution of the Board of Directors from time to time, to better define the CC&Rs and/or adjust to the current demands of the community within the scope of the CC&Rs; now therefore, be it resolved that this Resolution #10002 of the West Eugene Village Homeowners Association, Inc. Board of Directors 1) changes the name of the Architectural Control Committee (ACC) to the Architectural Review Committee (ARC), and 2) supersedes all previous Resolutions pertaining to the Rules and Regulations and Fines and Fees Policy of the West Eugene Village Homeowners Association, Inc., effective October 1, 2024.

Board of Directors – August 14, 2024

President

Deb Gates

Print name

Signature

Secretary

Amy A. Hanna

Print name

Amy A. Hanna

Signature

Treasurer

Ashley Snoddon

Print name

Ashley Snoddon

Signature

Member

Cindy Waldahl

Cindy Waldahl

At Large

Print name

Signature

## **SECTION I ~ RULES AND REGULATIONS**

As per the CC&Rs, the ACC (ARC) or, if volunteers for the ARC are not sufficient in number, the Board of Directors (BOD), has the right to require a homeowner to maintain their home. The following minimum standards of care have been developed for that purpose. These Rules and Regulations are to be used as a guideline in defining the CC&Rs. The ARC has the right to determine if any condition exists which must be remedied. As per the CC&Rs homeowners have the responsibility to comply with any determination made by the ARC.

### **A. Yard Maintenance**

- 1) Lawns need to be kept healthy and free from weeds and moss. Height needs to be kept at or under 6 inches. Fertilizing and crane fly treatments are strongly recommended.
- 2) Visible weeds, moss and grass in bedding areas must be removed. Bedding areas need to have some kind of organic material over bare dirt (bark chips, bark mulch, rocks, etc.).
- 3) Yard debris removal is required. Yard debris includes lawn and shrub clippings and/or trimmings, leaves or flowers shed by trees and/or shrubs, dead plants, etc. Yard debris should not be allowed to go into streets. Please use proper recycling bins for yard debris removal.
- 4) Lawns, shrubs, flowers or landscaping of any kind cannot not be allowed to grow onto the edge of or hang over sidewalks, curbs, or streets. Edging of lawns at curbs and sidewalks is required.
- 5) In keeping with City of Eugene Ordinance, tree branches must be kept at no lower than nine feet over sidewalks and fifteen feet over any street.
- 6) Bushes or shrubs planted at street intersections or at the end of a driveway must not obstruct a driver's sight distance.
- 7) Trees and shrubs must be pruned and trimmed regularly.
- 8) Utility boxes must be kept free of any vegetation growth which could hinder access.
- 9) Hoses need to be stored in or on a hose container when not in use.

### **B. Exterior Home Maintenance**

- 1) Exterior paint, including porches and railings, cannot show excessive fading or any peeling.
- 2) Algae, moss, lichen, or mold must be removed regularly from all areas of the home exterior, including but not limited to the roof, rain gutters, and any yard planters.
- 3) Homes cannot have visible rotting or damage to siding, trim, roofing, decks and railings.
- 4) Gutters and downspouts must be properly attached to the house and be visibly clean.
- 5) Driveways and streets must be kept clean of any oil leakage from vehicles parked on them.
- 6) Interior window coverings visible from any street must be in good repair and hung properly. Interior window coverings are required on any window visible from any street.
- 7) Window screens are required and must be in good condition.
- 8) Fencing must be properly maintained.
- 9) House address numbers must be displayed so as to be easily read from the street.

### C. Exterior Changes to Home or Lot Requires ARC Approval

ARC approvals of exterior changes are decided based on home values, architectural appeal, congruency of neighborhood aesthetics, and input received from homeowners. Change requests must be in writing on an approved Association ARC Change Request Form. It is the sole responsibility of the homeowner to determine if any permits are required prior to any structural changes being made. Exterior changes made to the home which require ARC approval include but are not limited to:

- a) Driveway extensions.
- b) Fencing changes – wood fencing allowed with prior approval by ARC. All wood fences must be of a certain type, height, and stained in Association approved colors only.
- c) Any structural changes or additions to the home.
- d) Major landscaping changes, including the replacement of the lawn area with hardscaping.
- e) Border walls or planters more than two (2) feet in height.
- f) Paint or roofing colors which change from the already existing colors.
- g) Planting or removing trees greater than eight (8) inches in diameter or ten (10) feet in height.

**It is advised to always contact the ARC prior to making any exterior changes to avoid the possibility of fines and/or other assessments to the Lot. The ARC or BOD should also be notified of major contracting services, interior or exterior, which will be performed at the home. The ARC or BOD may require the removal of any exterior changes which do not comply with Association requirements.**

### D. Homeowners

- 1) Homeowners are responsible for keeping their home and property maintained in good condition.
- 2) Noxious or offensive activities or conditions which could become an annoyance to other residents are prohibited.
- 3) Homeowners/residents must take extreme care in the use of musical instruments, radios, TVs, amplifiers, etc., and in the use of motor vehicles and/or machinery, so as not to disturb other residents.
- 4) No open fires are permitted within the community.
- 5) Only fireworks allowed by the City of Eugene are allowed to be discharged within the community.
- 6) Discharging of any weapon *of any kind* within the community is not permitted.
- 7) No hanging of laundry where it can be seen from the streets is allowed.
- 8) No commercial business may be conducted within any residence without approval from the BOD.  
Working from home as an employee of a commercial business is allowed without approval.
- 9) No storage of any kind is allowed where visible from any streets.
- 10) Renting less than the entire home as a single-family residence is not permitted.
- 11) Trash and recycling containers must be stored out of sight from any street. Containers must be removed from the street by 10:00 pm on the day of collection.
- 12) No garbage or trash, or any kind of waste may be kept on the property except in a sanitary container.
- 13) No conditions are allowed to exist on any property which are favorable to rodent infestation.
- 14) No open composting is allowed.
- 15) Garage doors must be kept closed and locked when the garage is not in use.
- 16) Homeowners are not permitted to make any changes to the Common Areas.
- 17) Homeowners are not permitted to attach anything to the perimeter fencing.

#### **E. Yard Signs**

As per the CC&Rs, yard signs (for the purposes of these Rules and Regulations includes “garden flags”) which have not received written approval from the BOD are not permitted. All BOD decisions are final. Exceptions to this provision are:

- a) One (1) Real Estate “For Sale” or “For Rent” sign no larger than 18 x 24 inches.
- b) Small Security Company identifying signs.
- c) Temporary garage or yard sale signs, *upon approval by the BOD*, are allowed to be placed at entrances and at location of sale no sooner than one (1) week prior to date of sale and must be removed by the day after sale is over.
- d) Election signs are only allowed to be displayed 60 days prior to the election and must be removed by the day after the election is deemed to be legally over. Derogatory or inflammatory signs are not permitted.

#### **F. Garage, Yard, and Estate Sales**

All are permitted with approval from the BOD as to dates and placement of signage. A Community garage sale may be held each Summer if at least 10 homeowners sign up to participate.

**G. Pets and Wildlife – while this community does not require the keeping of pets only inside the home, homeowners are reminded that not everyone enjoys the company of pets. Dogs and cats should not be allowed to become a nuisance or annoyance to other homeowners. If you are gone from your home, your pets cannot be left outside where they may disturb other homeowners in your absence. While you are at home, you are required to stop your dog’s barking at anyone who is not intruding on your property. Homeowners are reminded that cats often trespass onto the property of other homeowners when not kept as indoor only pets.**

- 1) Only 3 domestic pets are permitted to be kept in a home. Domestic pets for the purposes of these rules and regulations include dogs and cats. Fish aquariums and/or a reasonable number of caged birds being kept within the home are permitted.
- 2) Dogs must be on a leash when not confined in their home or fenced rear yard.
- 3) Pets are not permitted to cross onto the private property of other residents within the community.
- 4) Dog owners should not allow their dogs to defecate or urinate while walking them outside of their home. In case of an accident while walking dogs outside the of the home, owners must always carry pet waste bags and immediately remove any waste if an accident occurs. Pet waste bags must be disposed of at the pet owner’s home in a proper trash receptacle.
- 5) Pets are not allowed to become a nuisance or to cause unreasonable disturbance or noise. This includes, but is not limited to, dogs who bark at passersby on the interior walkways, visitors to the community park, or homeowners collecting their mail at community mailboxes.
- 6) There is no breeding of pets allowed.
- 7) Pets are not allowed in the community park.
- 8) Dogs are not allowed to cross onto Common Areas which contain mulch.
- 9) Animal neglect or abuse, as described in the City of Eugene Ordinances and Codes, will not be tolerated and will be reported to Animal Control immediately if seen.

- 10) No chickens, poultry, or any other animals considered as farm animals or livestock are permitted within the community.
- 11) Feeding of any wildlife is prohibited, as per Eugene City Ordinances and Codes.
- 12) Rodent control measures are to be taken by all residents. This includes not keeping any materials at the home in such a way it becomes a favorable habitat for rodents, whether in front or rear yards.

#### **H. Outside Devices and Lighting**

- 1) Satellite dishes may only be installed at the rear of the home or in the rear portion of the side of the home which is behind the fencing; however, should a professional installer deem no signal is available at either of those locations, ARC approval for other placement can be obtained by providing written explanation from installer to the ARC or the BOD.
- 2) Window air conditioners require ARC approval for placement.
- 3) No amateur outdoor HAM radio antennas may be installed without prior approval from the ARC.
- 4) Permanent flagpoles no more than 25 feet in height are permitted with ARC approval of placement.
- 5) Christmas Holiday lighting/decorations can only be displayed from November 15<sup>th</sup> through January 1<sup>st</sup> of the following year. Halloween decorations are permitted in the month of October only.
- 6) Yard decorations and lighting may be subject to ARC approval.
- 7) Video cameras (not doorbell cameras) cannot be mounted in such a way that video is seen or recorded of any property other than that of the homeowner where the camera is mounted.

#### **I. Vehicles, Streets, and Parking – Violations May be Subject to Towing**

- 1) The maximum speed limit within the community is 15 mph.
- 2) Street parking is allowed *only* on the sidewalk side of the street. The streets are too narrow for emergency vehicles and for two-way traffic if both sides are used for parking. For that reason, residents are asked to only use the street for parking when they have utilized all parking spaces in garages or on driveways. Allowed street parking is shared by all residents for visitors to use.
- 3) Parked vehicles cannot block or obstruct any part of a sidewalk.
- 4) "No Parking Zones" include places where no parking signs are posted, within 20 feet of any stop sign or intersection, in front of mailbox cluster areas, on the non-sidewalk side of the street, and at any red painted curbs.
- 5) Vehicles parked in the street must not be parked any closer than 3 feet from the edge of any driveway not belonging to the owner of the vehicle.
- 6) Boats, trailers (except as noted in #11), inoperable vehicles, and any other type of vehicle not used as a daily use vehicle, must be parked only within the confines of a closed garage.
- 7) Cars parked on the street without being moved for longer than 72 hours are subject to towing.
- 8) Cars may not be stored in a driveway for longer than ten (10) days without being moved unless notification of the need to do so is provided to and approved by the BOD.
- 9) RVs may not be parked on the street or in the driveway without first having notified the ARC or BOD and are never allowed to be parked in a driveway or on the street for longer than 48 hours. RVs cannot be used as living quarters while parked in the driveway or on the street.
- 10) No vehicle maintenance or repair may be performed except within the confines of a garage.

- 11) Contractor's trailers, or trailers used for maintenance or hauling by a homeowner, can be temporarily parked at a residence without permission only if the trailer is actively being loaded or unloaded or is obviously in use. Trailers used in this manner may never be parked overnight. Contractors may temporarily park on the non-sidewalk side of the street while working at a residence only if their vehicle does not impair a driver's sight distance.
- 12) Vehicles parked in driveways cannot allow *any* portion of the vehicle to extend over or beyond the sidewalk or the curb of a street.
- 13) All vehicles must yield right of way to pedestrians.

#### **J. Property Rental Policy**

- 1) Properties may not be rented *except as a single-family residence.*
- 2) An owner must reside in their unit for a minimum of 12 consecutive months prior to renting or leasing the property as of the date of this Resolution.
- 3) Properties are not permitted to be sub-leased.
- 4) An owner may not rent or lease less than the entire dwelling.
- 5) The Board of Directors has set a cap of no more than 8% of homes within the community to be used as rental properties. Any owner wanting to rent their dwelling in the community will need to submit a written request to the BOD to provide the address of the home being proposed as a rental unit, the proposed lease or rental term, and any other required information.
- 6) A homeowner may not own more than one (1) rental property within the community unless owned prior to the date of this Resolution.
- 7) Rental or lease agreements must be in writing and provide that the lease or rental agreement is subject to the provisions of the CC&Rs, the Bylaws, the Rules and Regulations, and adopted Resolutions of West Eugene Village Homeowners Association, Inc., and that:
  - a) The Tenant agrees they will not sublease the dwelling.
  - b) The Tenant will comply with all applicable requirements of the Association *as a provision of the lease or rental contract.*
  - c) The Tenant acknowledges that failure to comply with all governing documents of the Association will constitute a default of the lease or rental agreement which will allow for the Association to require the homeowner to terminate the lease or rental agreement, terminate the tenancy, and evict the tenant.
- 8) Homeowner will provide copies of the signed lease or rental agreement to the Association Secretary prior to the beginning of any home occupation by the tenant along with the names and contact information of the tenants.
- 9) Homeowner will provide to tenant copies of all governing documents of the Association including, but not limited to, the CC&Rs, the Bylaws, and any Resolutions adopted by the Board of Directors and will provide to the Association signed verification by tenants that they have received and understand said documents and agree to abide by all Association governing documents as a provision of their tenancy.
- 10) Homeowner will provide to tenants all amendments or resolutions or any updates to the governing documents within 15 days of adoption.
- 11) Homeowner will provide to the Association a completed Association Rental Information Form before tenancy begins.

- 12) Homeowner will provide a fee of \$35.00 prior to the commencement of any lease to pay for the extra recordkeeping required for rental properties.
- 13) Homeowner acknowledges they are ultimately responsible for the conduct of anyone renting or leasing their property and their guests.
- 14) HOA to keep detailed records of all rental homes in order to keep the rental percentage of the entire community at no more than 8%.

## **K. Common Area Policies**

- 1) The Community Park is for the use of West Eugene Village HOA members and their guests only.
- 2) The Park is a 'Day Use Only' Park. Open at 8:00 am and closed at dusk year-round.
- 3) Fines will be assessed to anyone who leaves trash in the park or any of the Common Areas including, but not limited to, streets, walkways, breezeways, landscaped areas, and land directly behind the park.
- 4) Children under the age of 8 years old must be accompanied by someone who is at least 12 years of age in the park.
- 5) No cooking of food in open fires in any Common Areas.
- 6) No hitting of balls of any kind allowed in the Common Areas or the Park, unless there is an HOA sponsored event.
- 7) No pets allowed in the park or on any Common Areas covered in mulch.
- 8) Sidewalks and breezeways are for the use of pedestrians. Users of bicycles or skateboards must walk through the breezeways, and yield to pedestrians on any other community sidewalks.

## **SECTION II ~ FINES AND FEES POLICY**

### **LATE PAYMENT OF ASSESSMENTS ~ DELINQUENT ACCOUNTS ~ NON-SUFFICIENT FUNDS**

- 1) **DEFINITION OF LATE PAYMENT** ~ Homeowner assessments, as per the CC&Rs, are *DUE AND PAYABLE ON THE FIRST DAY OF EACH MONTH*. These assessments may be paid monthly or in advance either quarterly, bi-yearly, or yearly. Any assessments due which are not paid *within 30 days of the due date* will be considered "late". Any assessments due which are late will be subject to a **\$25.00** late fee assessment which will continue to be applied monthly until the account is brought current.
- 2) **DEFINITION OF DELINQUENT ACCOUNT** ~ Any amounts owed which become 90 days past due will be considered "delinquent". A delinquent account will begin to accrue interest at the rate of 10% per annum from the date of delinquency in addition to the late fees as outlined above in #1. Delinquent accounts will also be subject to being placed into the collections process. This includes the recording and foreclosure of the HOA lien. *All costs associated with collections will be applied to the homeowner's account as an assessment*. Once an account becomes 90 days past due the full balance owed will become immediately due and payable.
- 3) **NON-SUFFICIENT FUNDS** A charge of \$35.00 will be assessed to the account of any homeowner who has their payment returned due to non-sufficient funds.

## PROCEDURE

- a) Notice of past due balance and late fee to be charged will be emailed (or mailed if no email is available) to the email address/address which has been provided to the Association by the homeowner as their current contact information. *It is the responsibility of the homeowner to keep their contact information updated and current.*
- b) Once an account becomes delinquent, homeowners will be notified by US Postal Mail and will have 10 days from the date of the notice to bring the account current or arrange for an acceptable payment plan with the BOD. If the delinquent account is not brought current, or an acceptable payment plan has not been agreed to as stipulated above, the account may be moved into the collections process.
- c) Any account placed into the collection process becomes at risk of having the lien against the property foreclosed. In addition, all charges in relation to the collection process, including but not limited to attorney's fees, filing fees, and lien foreclosure fees will become an assessment to the account of the homeowner. In addition to the fines and fees outlined in this section, homeowners with delinquent accounts may lose their common area use privileges, voting rights, and the ability to serve as a volunteer within the Association until their account is brought current.

## **VIOLATION FINES AND FEES**

### a) **Parking Violations**

Any vehicle parked in violation of ANY Parking Rules and Regulations may be towed at the expense of the homeowner at the sole discretion of the ARC. All parking violations are subject to a **\$50.00 PER DAY** enforcement fine being assessed to the Lot of the vehicle owner. Except for vehicles parked in no parking zones or non-approved trailers/RVs, homeowners will be required to bring their vehicle (s) into compliance within 48 hours of receipt of any notice of a parking violation or risk having the vehicle towed. Vehicles parked in a no parking zone, whether marked or not, and unapproved parked trailers/RVs are subject to the towing of the vehicle if the owner cannot be found or, after notification has been received, the offending vehicle or trailer/RV is not moved within 15 minutes of said notification.

### b) **Yard and Home Maintenance Violations**

Homeowners will be notified either through email or, if no email is on record, a door hanger placed on their front door when they are believed to be in violation. If after two (2) weeks from the date of the violation notice the homeowner has not brought their property into compliance or contacted the ARC with an acceptable plan to bring the property into compliance, a 7-day notice to comply will be issued, after which a **\$50.00 PER DAY** enforcement fine will be assessed to the Lot if not brought into compliance within that 7-day period. The fine assessment to the Lot will be applied **DAILY** until the violation has been brought into compliance. If the BOD must hire an outside contractor to remedy any violation, all costs associated will become an assessment to the homeowner's Lot. *It is the responsibility of the homeowner to notify the ARC when they have brought their property into compliance.*

### c) **Park and Common Area Use Violations and Changes Without Approval**

Homeowners will first be notified of the violation by email, or a door hanger placed on the front door of the residence if no email is on record. Homeowners will have seven (7) days from the date on the

notice to contact the Board of Directors by email or by calling 541-204-0799 to make a suitable remedy to the violation. If no contact is made as outlined or no remedy is available, the homeowner will have all rights to use of common areas remanded for a period of 60 days and an enforcement fine of up to **\$100.00** will become an assessment to the Lot if the violation is a Common Use Area Violation. If a Change Without Approval Violation is issued, the **\$100.00** enforcement fine will apply, and if it is determined that the changes do not adhere to HOA Rules and Regulations, the homeowner will be asked to remove the changes or the ARC may hire a third-party contractor to do so, the cost of which will be added as an assessment to the Lot.

d) **Pets**

A homeowner who is found to be in violation of the Pet Policy will be subject to the placement of a **\$50.00 PER DAY** enforcement fine against their Lot if, after having received notification of the pet violation, the homeowner refuses to comply as necessary to remedy the violation as stated on the notice. In addition, if any homeowner allows their pets to become a nuisance or annoyance, or is determined to be a threat, to any other residents within the community the removal of the pet from the community may become necessary.

Any governing documents violations not specified above will receive notice of the violation by email, or by a door hanger placed on the front door of the residence if no email is on record. The homeowner's account will be subject to a **\$50.00 enforcement fine *per occurrence*** placed as an assessment to the Lot if the violation is not brought into compliance as stipulated on the notice. Homeowners will be notified by mail if the placement of a fine is imminent.

The BOD encourages homeowners to reach out by emailing [wcv.acc@gmail.com](mailto:wcv.acc@gmail.com) regarding any violation notices received if they have questions about, are unable to remedy or if they need more time to remedy, any violation. It is NOT the desire of the BOD to punish homeowners with fines. The BOD is tasked with bringing homeowners into compliance with all governing documents and, while it is not the way the BOD wishes to deal with noncompliance, it is sometimes the only remedy which brings about compliance. All residents are reminded that the governing documents are in place for the benefit of **all** homeowners in providing for the safety, livability, and value of investment within the community.

**HOMEOWNERS RIGHT TO DISPUTE**

**Homeowners are encouraged to contact the BOD or the ARC if they have extenuating circumstances which may cause them to not be able to comply with an Association Rule or Regulation. The Board may be able to grant temporary exemptions or short-term permits in these kinds of circumstances.**

Homeowners have the right and are encouraged to respectfully dispute any charges of violations and/or any fees or fines assessed to their Lot they may feel to be unfair or unwarranted ***by utilizing the following process:***

When notice of violation and or assessment of a fine to the Lot is received, homeowners may contest the issuance of the violation or added assessments, in writing, within ten (10) days of the date of the notice by emailing to [wcv.acc@gmail.com](mailto:wcv.acc@gmail.com) or by mailing to West Eugene Village HOA PO Box 26505 Eugene OR 97402. Postmark must be within the allowed time to contest. Homeowners may also attend any regular Board meeting in person to contest a violation or enforcement assessment if within ten (10) days of notice of violation. Fines will be suspended once written notice, as outlined above, is received from a homeowner by the BOD. If the violation is repealed, all fines and fees assessed against the Lot will be removed.