

TIMBERLINE RIDGE

# Rules & Regulations

JANUARY 2025

TIMBERLINE RIDGE HOA

## Rules & Regulations

January 2025

These rules are promulgated by the Timberline Ridge Homeowners' Association (TR HOA) in accordance with the Homeowners' Association Act ([RCW Chapter 64.38](#)) ("HOA Act"). These rules constitute one of the "Governing Documents" of the Association, along with the Declaration, Plat Maps, the Bylaws, and the Articles of Incorporation. These Rules are intended to be consistent with state law and to supplement, but not contradict, provisions of the HOA Act or other Governing Documents.

The Association believes in the equality of all individuals regardless of race, sex, marital status, creed, age, political ideology, national origin, religious beliefs, ethnic heritage, sexual orientation, familial status, or disability. These Rules will not be applied in any manner that would constitute illegal discriminatory treatment of any individual on the basis of any class protected by law.

Owners are advised to familiarize themselves with these Rules and the other Governing Documents referenced above. Failure to comply with these Rules may result in the imposition of fines, or the taking of corrective action for which the Owner will be held financially responsible. Owners are responsible for ensuring that tenants and occupants, guests, and other invitees abide by the provisions of the Governing Documents, including these Rules, and will be responsible for such violations in accordance with the enforcement procedures herein.

Capitalized terms are defined in the Declaration or in these Rules.

These Rules were adopted by the Board of Directors ("Board") at a properly called meeting thereof in accordance with the HOA Act and the Governing Documents and were sent to all Owners via U.S. Mail (or by email if the Owner has opted in to receive email notices) subsequent to adoption by the Board, but prior to the noted effective date. These Rules may be amended or supplemented by additional Rules or policies adopted by the Board and provided to the Owners in accordance with these same procedures.

These Rules shall be effective as of the date referenced above and supersede and replace all prior Rules as of that date.

Homeowners are encouraged to contact the TR HOA Board with questions and to notify us of homeowner violations.  
Email: [Board@TimberlineRidge.org](mailto:Board@TimberlineRidge.org)

Attest: These Rules were adopted in accordance with the TR HOA Act and Governing Documents



Steve Sklepowich  
President, Timberline Ridge Homeowners' Association



Mark Brown  
Secretary, Timberline Ridge Homeowners' Association

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## HOA Rules, Regulations & Enforcement Policy

### Garbage Cans

Garbage cans shall be kept out of view from the street except on garbage day. Trash, recycling, and yard waste bins should be kept in the homeowner's garage or hidden behind a side yard fence or hedge. See the CC&Rs reference [here](#).

### Dog Poop

To keep the neighborhood clean, homeowners should pick up after their pets. Dog poop bags should be taken home and placed in homeowners' trash cans.

### Lot Maintenance

Homeowners are expected to maintain their lawns, bushes, and hedges, as well as remove grass cuttings and weeds in their lawns and flower beds. Dead plants and trees should also be removed. Hedges also require regular maintenance. Allowing hedges to grow too high or wide can make it harder to maintain them; they should be pruned yearly, otherwise they are more apt to split open during heavy snowfalls. To keep the look of the neighborhood consistent, residents are not permitted to install artificial lawn surfaces in their front yards.

In addition to the hedges maintained by the HOA around the monuments, common and protected areas, maintenance of the hedges along homeowners' properties adjacent to 205th Place NE in *Wisteria Court*, *Trillium Point*, *Magnolia Circle* and *Magnolia Lane* are the responsibility of homeowners. See CC&R references [here](#).

### Architectural Control

The HOA's Architectural Control Committee (ACC) has the responsibility of interpreting and enforcing the rules and regulations regarding homeowners' properties and their improvements as outlined in the HOA's CC&Rs.

Homeowners are expected to contact the TR ACC for approval for changes to their house exterior per the CC&Rs. Prior to approval, the homeowner must attest to the TR ACC demonstrating that they have obtained all necessary permits from the City of Sammamish.

For questions, please email [ACC@timberlineridge.org](mailto:ACC@timberlineridge.org) or complete the ACC forms linked below.

### House maintenance

Homeowners are expected to keep their house exterior in good condition, without signs of paint chipping, mold, or stucco cracking. If windows are broken, they should be repaired. Gutters should be properly cleared of leaves and plant growth.

Driveways should be regularly pressure-washed to remove dirt and mold. Houses should clearly display street numbers using a neighborhood appropriate house numbers sign. Lamp posts on driveways should ensure their lights are working properly. Front porches should be kept free of debris and hazardous materials.

### House painting

Homeowners who are planning on painting the exterior of their house are required to contact the Architectural Control Committee (ACC) for approval.

When repainting with the same color, approval will be automatic, but the ACC still needs to be notified. If homeowners are changing the color, the ACC must review and approve the color change prior to commencing the work. Homeowners should paint a swatch on the side of the house with the new colors for ACC review. For approval, complete & submit the [ACC approval request form](#) prior to commencing any work.

### Roof maintenance & replacement

Homeowners are expected to keep their roof appearance in good condition. If homeowners are planning on replacing their roof, homeowners are required to contact the Architectural Control Committee (ACC) for approval.

The homes in Timberline Ridge have 3 types of roofing styles:

- Cement Tiles (*Magnolia Circle*, *Magnolia Lane* & *Trillium West*)
- Cedar Shake (*Trillium East*)
- Composite (All remaining streets)

In the Seattle area, composite shingles can last 20 years, cedar shakes 20-50 years, and cement tiles over 50 years. When repairing or replacing a roof, homeowners are required to use a material and color that matches the appearance of the existing roof and is in keeping with the style of adjacent roofs. For approval, complete & submit the [ACC approval request form](#) prior to commencing any work.

When replacing a roof with one of the following products/colors, approval from the ACC will be automatic (but **the ACC still needs to be notified**):

- [GAF Timberline HD](#) (Charcoal & Weathered Wood)
- [CertainTeed Presidential Shake](#) roofs (Autumn Blend, Shadow Gray & Charcoal Black)

## Fences

Fences must be properly maintained by homeowners. When it comes to replacing a shared fence, the HOA does not have any policies or rules about how the cost should be allocated amongst neighbors, that is for the involved parties to determine.

The CC&Rs specify that "All fences to be built shall be the same color and design as the fences constructed by the original developer of the neighborhood unless otherwise approved by the ACC Review Board." This style of fence looks identical on both sides with a height of 6 ft.



OR



MAX  
HEIGHT  
6 FT

*Fences over 6 ft in height  
require a permit from the  
City of Sammamish*

Except for sport courts, chain-link fences are not permitted. In *Magnolia*, residents are also permitted to use black *Ameristar Montage* alloy fencing, see [here](#). See relevant CC&Rs [here](#).

If homeowners are planning to add a fence or change the style and/or color of an existing fence, they must complete & submit the [ACC approval request form](#) prior to commencing any work.

## Landscaping projects or other exterior renovations

Landscaping projects undertaken by homeowners must be reviewed by the ACC. Any update or modification to the exterior of your home (e.g. an outdoor space) requires ACC approval. All outdoor structures/changes projects should be reviewed by the ACC and comply with HOA easement and City of Sammamish rules. For approval, homeowners must complete and submit the [ACC approval request form](#) prior to commencing any work.

## Storage of Campers, Trailers & Recreational Vehicles

Boats, boat trailers, campers, mobile homes, recreational vehicles or travel trailers, cars, or similar objects, either with or without wheels may **not** be kept on lots without being fully screened from view. No ACC review is required if vehicles are stored inside a homeowner's garage.

**Homeowners may keep these vehicles on their driveway for up to 24 hours for loading and unloading**, then they must be returned to offsite storage facilities, or placed back into the homeowner garage. See CC&Rs reference [here](#).

## Removing improperly stored vehicles

Owners grant the HOA express easement to go onto homeowners' properties to remove vehicles from their properties which are parked or stored in violation of the CC&Rs. Vehicles will be removed and stored offsite at the homeowner's expense. See CC&Rs reference [here](#).

## Screened vehicle storage structure

The ACC must approve the design of any structure used to screen or store certain vehicles on homeowners' property. At a minimum, the structure must be "no less than 30 feet to the front lot line or nearer than 30 feet to any side street line". Vehicles that require

screening/storage per the CC&Rs are: "boat, boat trailer, camper, mobile home, recreational vehicle or travel trailer, cars or similar objects, either with or without wheels".

Please ensure that your structure meets our guidelines prior to commencing any work. See vehicle definitions [here](#). See standards for vehicle storage structures [here](#).

## Temporary structures as a residence

Homeowners cannot store structures, trailers, recreational vehicles, tents, or other outbuildings **as a residence** on any lot longer than 14 days. See CC&Rs [here](#).

## Antennas

Radio and/or TV antennas which extends more than 30 inches from the structure, or which are more than 24" in diameter are not permitted unless approved by the Architectural Control Committee, which may approve a size and location consistent with federal Over the Air Device regulations. See relevant CC&Rs [here](#).

## Solar Panels

Solar panels are regulated via the State of Washington. See link to **RCW 64.38.055** [here](#).

Solar energy panels may be installed within a Lot so long as the solar energy panel:

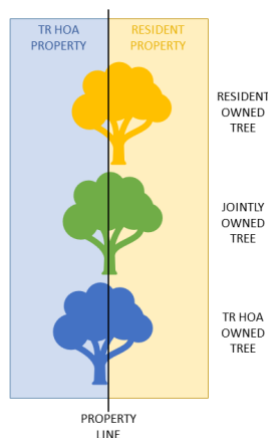
- Meets applicable health and safety standards and requirements imposed by Washington State and local permitting authorities.
- If used to heat water, is certified by the solar rating certification corporation or another nationally recognized certification agency for both the solar energy panel and for installation and
- If used to produce electricity, meets all applicable safety and performance standards established by the national electric code, the institute of electrical and electronics engineers, accredited testing laboratories, such as Underwriters Laboratories, and, where applicable, rules of the utilities and transportation commission regarding safety and reliability.

Solar energy panel frames, support brackets, or any visible piping or wiring shall be painted to coordinate with the roofing or other adjacent material. Solar energy panels may be attached to the slope of a roof facing the street only if the panel conforms to the slope of the roof and the top edge of the panel is parallel to the roof ridge. Ground-mounted solar energy panels must be shielded if shielding the panel does not prohibit economic installation of the solar energy panel or degrade the operational performance quality of the solar energy panel by more than ten percent (10%).

To receive ACC approval to install solar panels on your property, homeowners must complete and submit [ACC approval request form](#) prior to commencing any work.

## Trees

Trees in our neighborhood can be resident/homeowner-owned, TR HOA-owned, or jointly owned.



## Homeowner Trees

Removal of trees within 50 feet of the north and east boundaries of the plat require ACC approval to ensure that the homeowner has the authority to remove the tree and for compliance with tree preservation easements on the official plat. The homeowner is responsible for ensuring they meet all the tree removal requirements imposed by the City of Sammamish.

The City of Sammamish requires a permit or affidavit to remove or snag "significant" trees on homeowners' property. A significant tree is defined as a coniferous tree with a diameter of 8 inches or more measured at chest height or a deciduous tree with a diameter of 12 inches or more measured at chest height. If homeowners are considering removing trees on their property, they should reference the city's [Tree Permitting site](#).

## HOA Trees

Trees and bushes in the trails are the responsibility of the HOA and are regularly cleared.

Some of the HOA property is protected greenbelt. **Trimming is not allowed for trees in Native Protected Growth areas.** See the [legal plat map here](#) to locate protected greenbelt areas.

Many HOA trees grow near homeowners' properties. Living in the Pacific Northwest means that lots of leaves from trees all over will land in your yard and gutters, especially after a major windstorm. Cleaning up the leaves and other debris from HOA trees that land in a homeowner's yard is the responsibility of the homeowner. However, homeowners wishing to trim or HOA trees that extend over their Lots shall contact the HOA to request trimming.

### *Healthy HOA Trees which extend into homeowners' property*

The HOA gets frequent requests from homeowners for tree trimming of healthy trees located on HOA property that reach into or shade an owner's lot. The HOA does not budget for maintenance of healthy trees. However, TR HOA allows owners to submit a trimming plan by an ISA certified arborist compliant with all city regulations. The HOA will review the trimming plan and, if approved, **the homeowner can proceed with trimming the tree that extends into the homeowner's lot at their own expense.** Only a limited trimming (less than 30% of branches) is allowed; removal of healthy TR HOA trees by homeowners is not allowed. If a trimming plan is approved, the owner must remove all trimmed branches and other debris at their own expense. Debris cannot remain on HOA property.

### *Unhealthy HOA Trees*

If an HOA tree is deemed unhealthy (including dead, hazardous or an imminent threat) by an independent, **ISA Certified Arborist** with ISA Risk Assessment Qualifications, the HOA will manage the tree permitting with the city, the tree's snagging/removal, and any required replanting. By default, TR HOA does not remove an unhealthy tree (i.e., cut it down to the ground). Instead, the HOA will "snag" the tree to an acceptable height allowing the tree to remain a habitat for wildlife.

If homeowners have a concern about an HOA tree near your property or wish to submit a tree trimming plan, they must complete & submit the [online tree review request form](#) for a tree evaluation.

## Rental properties

Homeowners who wish to lease their homes must notify the HOA and provide the names of the renters as well as contacts for their property management company, if any. Homeowners must maintain regular communication with the HOA as needed. **Leases must be for a minimum of 6 months to maintain safety and minimize the impact to the neighborhood.**

Leases must be in writing and provided to the HOA to ensure compliance with the CC&Rs. All tenants must comply with the provisions of the CC&Rs, the Bylaws and these Rules, but homeowners are responsible for the violations of their tenants and occupants and only homeowners will receive notice of any violations. Please provide these contacts to [treasurer@timberlineridge.org](mailto:treasurer@timberlineridge.org).

## Other rules & regulations

### HOA Parks & Tennis Court

The HOA owns and maintains the "Blackwell" park, the "Tennis Court" Park and the "Circle" Park. These facilities are for the use of TR homeowners, residents, tenants, and other occupants only and are used at homeowners' own risk. Park users must abide by all park signage.

### Mailboxes

TR HOA replaced all HOA mailboxes in 2023 with secure USPS-approved cluster boxes units (CBUs), manufactured by Florence Manufacturing seen [here](#). Each homeowner was given 3 coded keys for their mailbox. If additional keys are needed, homeowners must have a security-coded blank key from Florence to take to a locksmith. Homeowners can request coded blank keys from the HOA, as we have small supply available.



If a CBU is knocked over, please contact the HOA. Depending on the condition of the CBU, USPS might not deliver mail until the mailbox kiosk has been repaired. If your mail is not delivered, you will need to collect it at the Redmond Post Office (mention your address and route number). Even with the more secure mailboxes, mail theft may occur. The HOA encourages owners to remove their mail from their box daily & have mail held when on vacation. USPS also offers [Informed Delivery](#)<sup>®</sup> service providing a digital preview of mail to be delivered.

## Vehicle Parking

Homeowners should keep their vehicles parked in their garages for safety and neighborhood aesthetics. If additional space is needed, homeowners' cars must be first parked on driveways, then if needed, on city streets.

Incidents occurring on city streets are the responsibility of the City of Sammamish, not TR HOA. If you do have a concern about road debris, snow, speeding or a car that has been parked on a city street for more than 72 hours, please report the issue directly to the city. No need to contact the HOA.

## Signs

No signs should be displayed on any lot except For Sale, For Rent and political yard signs. See relevant CC&Rs [here](#) for specific sign dimensions and other limitations and relevant RCW flag restrictions [here](#). City of Sammamish temporary real estate sign rules can be found [here](#).

## Utility Easements

Utility Easements are reserved areas around the perimeters of homeowner lots for installation and maintenance of utilities and drainage. No structure, planting or material should be placed in this area which could affect drainage or utility access. See CC&Rs [here](#).

## Nuisances

Homeowners are prohibited from partaking in noxious or offensive activity that may become an unreasonable annoyance or nuisance to the neighborhood. See CC&Rs [here](#).

## Animals & Poultry

No animals, livestock or poultry may be raised, bred, or kept on the homeowner property. Dogs, cats or other household animals or birds may be kept, if they are not kept and bred for commercial purpose. See CC&Rs [here](#).

## Annual HOA Dues

Annual HOA dues are due on January 1<sup>st</sup> each year.

Homeowners have until Jan 31<sup>st</sup> to complete the annual payment, after which late fees will be assessed.

See [Article VII in the CC&Rs here](#) for information on late fees.

## Appendix A: Relevant CC&Rs

### ARTICLE III - RESIDENTIAL AREA COVENANTS

#### Section 1: Land Use and Building Type.

All building sites in the tract, excluding designated recreational areas, shall be known and described as residential building sites. No structures shall be erected, altered, placed or permitted to remain on any building site other than one detached single-family dwelling not to exceed two (2) stories in height (excluding basement), a private garage for not less than two (2) cars, guest house, and other outbuildings incidental to residential use of the premises. All zoning and land use ordinances, rules and regulations of King County, as found in the King County Land Use Codes, shall apply to all Lots.

#### Section 2: Building Location.

No building shall be located on any lot nearer to the front lot line than 15 feet, or nearer than 10 feet to any side street line. No building shall be located nearer than 5 feet on one side and 5 feet on the other side to an interior lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another Lot, Tract, or Native Growth Protection Easement. When regulations of the governing jurisdiction require larger setbacks they shall control.

#### Section 3: Easements.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 5 feet and the side two and one-half feet of each lot. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

#### Section 4: Nuisances.

No noxious or offensive activity shall be carried on upon any lot or shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Nothing shall be done or maintained on any Lot or within any Dwelling which may be or may become an annoyance or nuisance to the neighborhood or other Owners within the Property or other activity which may or does detract from the value of the Property.

#### Section 5: Temporary Structures.

No structure of a temporary character, trailer, recreational vehicle, basement, tent, shack, garage, barn or any other outbuilding shall be used on any lot at any time as a residence for a period longer than fourteen (14) days.

#### Section 7: Signs.

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. Political yard signs of not more than five (5) square feet are allowed during campaign periods. For purpose of these covenants campaign period shall be the period four months prior to the election for which the sign is directed or intended to influence the vote.

#### Section 8: Animals and Poultry.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other small household animals or birds may be kept, provided that they are not kept, bred or maintained for any commercial purpose. All pens and enclosures must be approved by the committee prior to construction and shall be always kept clean and odor free.

#### Section 9: Garbage.

No lot shall be used or maintained as a dumping ground for rubbish or trash. Garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition out of site from the street.

## Section 10: Fences.

No fence, or wall shall be permitted to extend nearer to any street than the minimum setback line, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than three (3) feet above the finished grade at the back of said retaining wall. Exemptions to this paragraph may be granted by the procedure specified in Article IV (Architectural Control Committee). No fence, wall or other obstruction shall be permitted to intrude into the buffer zones. All fences to be built shall be the same color and design as the fences constructed by the Declarant unless otherwise approved by the Architectural Control Committee Review Board.

## Section 12: Campers Trailers & Recreational Vehicles.

The keeping of a boat, boat trailer, camper, mobile home; recreational vehicle or travel trailer, cars or similar objects, either with or without wheels, on any parcel of property covered by these covenants is prohibited unless written permission is granted by the procedure specified in Article IV (Architectural Control Committee) providing for storage to be no less than 30 feet to the front lot line, or nearer than 30 feet to any side street line; provided, however, that such personal property or vehicle shall be adequately screened and/or within a structure either of which has been architecturally approved by provisions of Article IV.

## Section 13: Antennas.

No radio or TV antenna which extends more than 30 inches from the structure on which is more than 24" in diameter shall be permitted unless approved by the Architectural Control Committee.

## ARTICLE IV: ARCHITECTURAL CONTROL COMMITTEE

In accordance with the CC&Rs, no building, fence, wall, recreational facilities, or other accessory structures shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, shape, height, materials, and location of the same have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Control Committee composed of three (3) or more representatives appointed by the Board, except for initial construction and improvements associated with residency which are constricted by the Declarant(s). The committee shall also review proposals to change the exterior color of homes in the plat.

The Architectural Control Committee shall have the primary responsibility of interpreting and enforcing the rules and regulation of building and improvements subject to the procedures hereinafter set forth. In addition to the Architectural Controls referenced below, the Board may adopt such reasonable and uniform rules of architectural control as the Board of Directors may prescribe:

- No outbuilding or structure of any kind may be built on a platted residential lot before construction of a permanent residence.
- No construction of a dwelling, other than by the Declarants may be started on a platted residential lot without first obtaining:
  - A building permit from the proper local governmental authority if required and,
  - Written approval from the Board of Directors of the Association or the Architectural Control Committee designated by it pursuant to Article IV of these covenants. (Not required for construction done by the Declarants)
  - Each single-family residence on a platted residential lot shall contain a minimum floor area of 1800 square feet if a one story residence, and 2200 square feet if more than a one story residence, exclusive of open decks (covered or uncovered) garages, covered carports, sheds or outbuildings.
  - Garages on platted residential lots may be detached from the main dwelling structure. The design and roof materials of garages shall be compatible with those of the main dwelling.

The committee's approval or disapproval as required in these covenants shall be in writing. The Board of Directors of the Association or the Architectural Control Committee designated by it shall determine whether any given use of a platted residential lot unreasonably interferes with an abutting owner's use of his property, and such determination shall be conclusive. In the event the committee, or its designated representative, fails to approve within forty-five (45) days after plans and specifications have been submitted, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

## ARTICLE VII: COVENANT FOR MAINTENANCE ASSESSMENTS

### Section 7: Annual Assessments Due Dates

The annual assessments provided for herein shall commence on January 1, 1998. The assessments for any year, after the first year, shall become due and payable on the first day of January of said year. The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

### Section 9: Effect of Non-Payment of Assessment: The Personal Obligation of the Owner: The Lien: Remedies of Association.

If the assessments are not paid on the date when due (being the dates specified in Section 7 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of twelve (12) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court together with the costs of the action.

## ARTICLE X: MAINTENANCE OF LOTS

### Section 1: Exterior Maintenance by Owner.

Each Lot and Residence shall be maintained by the Owner in a neat, clean and slightly condition at all times and shall be kept free of accumulations of litter, junk, containers, equipment, building materials and other debris. All refuse shall be kept in sanitary containers sealed from the view of any Lot; the containers shall be emptied regularly, and their contents disposed of off the Properties. No grass cuttings, leaves, limbs, branches, and other debris from vegetation shall be dumped or allowed to accumulate on any part of the Properties, except that a regularly tended compost device shall not be prohibited.

### Section 2: Easement For Enforcement Purposes.

Owners hereby grant to the Association an express easement for purposes of going upon the Lots of Owners for the purpose of removing Vehicles or other similar objects which are parked or stored in violation of the terms of this Declaration.

### Section 3: Lot Maintenance by The Association.

In the event that an Owner shall fail to maintain the exterior landscaping of his premises thereon in a manner consistent with maintenance standards of the TIMBERLINE RIDGE II, community, the Board shall, upon receipt of written complaint of any Owner, and subsequent investigation which verifies such complaint, have the right through its agents and employees, to enter upon the offending Owner's Lot and repair, maintain and restore the landscaping on that Lot if the Owner shall fail to respond in a manner satisfactory to the Board within thirty (30) days after mailing of adequate notice by certified mail to the last known address of the Owner. The cost of such repair, maintenance or restoration shall be assessed against the Lot, and the Board shall have the right to cause to be recorded a notice of lien for labor and materials furnished, which lien may be enforced in the manner provided by law. In the event that the estimated cost of such repair should exceed one-half of one percent of the assessed value of the lot and improvements on that lot, the Board shall be required to have the assent of fifty-one (51%) percent of the Members before undertaking such repairs.

## Appendix B: State of Washington RCW References

### RCW R64.38.033: Flag of the United States

See link [here](#).

### RCW 64.38.055: Solar Panels

See link [here](#).

## Appendix C: Vehicle Storage Structures

### Vehicle Definitions

Here are detailed definitions of vehicle types mentioned in for ARTICLE III, Section 12 of the CC&Rs:

#### Boat

- A floating vessel propelled by oars, sails, or an engine.

#### Boat Trailer

- A trailer designed to launch, retrieve, and carry boats

#### Camper

- WA state definition of camper stated [here](#): OR
- A unit that slides onto the bed of a pickup truck intended for human habitation/lodging with or without cooking & sewage facilities OR
- Any vehicle with an interior or pop-up sleeping area OR
- Any vehicle intended for human habitation/lodging with or without cooking, electrical or sewage facilities.

#### Mobile Home

- WA state definition of motorhome: "A vehicle designed, reconstructed, or permanently altered to provide facilities for human habitation. This means there must be a lodging with cooking or sewage disposal enclosed within a solid body shell." Defined [here](#).

#### Recreational Vehicle

- Snowmobiles & related trailers OR
- Jet skis and personal watercraft & related trailers OR
- All-terrain vehicles, dirt bikes, dune buggies and off-road vehicles & related trailers OR
- Golf carts

#### Travel Trailer

- WA state definition of travel trailer stated here: <https://www.dol.wa.gov/vehicleregistration/traveltrailers.html> OR
- Any trailer, popup or not, pulled by another vehicle intended for human habitation/lodging OR
- a "fifth wheel trailer" OR
- A moveable (on wheels) "Tiny House"

## Standards for Vehicle Storage Structures

Any structure/screening used for vehicle storage must adhere to the following guidelines:

- The structure/screening must ensure that the vehicle is completely hidden from view, including from above.
- The vehicle must be stored/screened in a permanent structure. Using trees, hedges or other vegetation as a screen is not allowed. This permanent structure can be
  - a. a modification to the home
  - b. an addition to the home
  - c. a stand-alone permanent structure
- The screening structure's appearance must match that of the home including, but not limited to: the style, color and materials used for siding, roofing, windows, doors and garage doors.
- The path or driveway to the structure must match in appearance, color & materials the home's existing driveway. Gravel, dirt or lawn are not acceptable materials for a path.
- The floor of the structure must meet all code requirements for a concrete-slab garage floor and ensure that fuel spillage/runoff cannot contaminate the ground.
- Per ARTICLE III, Section 12 of the CC&Rs, the structure must be setback 30 feet back any street bordering the property.
- The structure must comply with all City of Sammamish setback requirements (see a summary here: <https://www.sammamish.us/attachments/pagecontent/53565/120%20HANDOUT%20R4%20dynamic%20setbacks.pdf> ).

- Prior to approval, the homeowner must provide documentation to the TR HOA ACC demonstrating that they have obtained all necessary permits from the City of Sammamish. A homeowner must submit a request to the TR HOA ACC demonstrating adherence to the above guidelines. The ACC will review the request and, if all conditions are met, approve the structure.

## Appendix D: Enforcement Policy

This Section of the Rules is promulgated to satisfy the requirements of the HOA Act for supplemental enforcement procedures regarding violations of the "Declaration of Covenants and Restrictions for the Plat of Timberline Ridge Division 2" ("Declaration"), the Articles of Incorporation, Bylaws and the Rules and Regulations (collectively referred to as the "Governing Documents"). Each member of the Timberline Ridge Homeowners Association ("Association") is subject to the Governing Documents, and each member, their non-owner residents, and guests are required to strictly comply with the Governing Documents as they may be amended from time to time by the Association. Failure to comply may result in the issuance of fines, actions to recover sums due for damages or injunctive relief, or both, maintainable by the Board of Directors ("Board") for the Association or by an aggrieved member against the party failing to comply. Members are responsible for ensuring their non-owner residents and guests comply with the Governing Documents. This section supersedes and replaces all previous enforcement rules.

### Complaint Procedure

Complaints must be in writing and delivered either in person, by mail, or by email. Emailed complaints can be sent to [president@timberlinridge.org](mailto:president@timberlinridge.org) and mailed complaints can be sent to:

Timberline Ridge Homeowners' Association  
704 228th Ave NE, #253  
Sammamish, WA 98074

### Fine Schedule

The Board has established reasonable fines to be assessed *per occurrence* for each violation of provisions of the Governing Documents as provided in [Exhibit F](#) to these Rules. For ongoing violations that remain uncured after providing Notice and Opportunity to be Heard, fines may be imposed each month without further notice until the violation is discontinued or remedied, provided the notice of violation contains a warning that such fines may be imposed on that basis. Fines may be assessed in addition to, not in lieu of, any right of the Association to require Owners to remedy violations of the Governing Documents, to assess Owners for the costs of remedial action taken by the Association, or any other remedy available to the Association by law.

### Notice of Violations

If the Association receives information suggesting that there has been a violation of the Governing Documents, the Association shall, after reasonable inquiry into the circumstances surrounding the allegations and if doing so is in the best interests of the Association, take the following actions:

#### *Warning Letter*

A violation of the Association's Governing Documents will result in a written warning letter that advises the Owner that future violations or failure to correct the violation will subject the Owner to fines as set forth in the fine schedule and/or other Association remedy. Unless another reasonable time period is stated in the Warning Letter, Owners shall have thirty (30) days from the date of the Warning Letter to correct the violation. This warning will also be sent via email using PayHOA.

#### *Notice of Violation*

A violation of the same or similar type for which the Owner has recently received a Warning Letter, or a violation not corrected within the time expressed in the Warning Letter, shall subject the Owner to a fine as provided in the fine schedule in [Exhibit F](#) and/or other Association remedy. Prior to levying the fine, the Owner shall be sent a notice of violation containing: (a) a short description of the violation, (b) the amount of the proposed fine or other consequence, (c) the procedure for requesting a hearing before the Board regarding the violation; and (d) if the violation is ongoing or requires action on the part of the Owner to cure the violation, the notice of violation shall warn that failure to come into compliance shall result in additional fines every seven (7) days without additional notice.

#### *Delivery*

All warning letters or violation letters shall be sent by mail to the Lot address unless an alternate address has been given to the Association in writing prior to the date of the notice of violation. Certified mail may be used but is not required. The violation will also be recorded using the PayHOA online violation management system.

### Non-Owner Violations

If a non-owner resident or guest has violated the Governing Documents, notice will be sent to the relevant Owner as provided in this Section. Owners shall be responsible for paying any fines and taking corrective action on behalf of their occupants and guests.

### Opportunity to be Heard

An Owner who has been sent a Notice of Violation shall be given an opportunity to be heard before a quorum of the Board. Failure to request or attend the hearing is a waiver of the Owner's right to challenge the violation and imposition of a fine or other proposed remedy. Any requested hearing will be scheduled and held in the following manner:

### Scheduling the Hearing

The hearing shall be scheduled for not more than thirty (30) days from the receipt of the timely request for a hearing and shall be set between the hours of 8:00 a.m. – 10:00 p.m. unless the Board and the affected Owner otherwise mutually agree upon a date and time for the hearing.

### Notice of Hearing

Upon receipt of the Owner's request for a hearing, the Association shall provide the Owner with a Notice of Hearing that shall include the date, time, and location of the hearing (whether in person or by video conference), any time limits upon the presentation of evidence or argument, whether the affected Owner may offer a written statement in lieu of appearance, and any other reasonable procedures or conditions.

### Continuance of Hearing

Once a hearing has been set in accordance with the preceding paragraph, the Board shall exercise reasonable discretion to allow or disallow a continuance of the hearing at the request of the Owner.

### Attorneys

If the Owner intends to have an attorney present at the hearing, the Owner must notify the Board at least seven (7) days prior to the hearing so that the Association may also have counsel present at the hearing. Failure to provide this required notice may result in cancellation or continuance of the hearing at the discretion of the Board.

### Hearing Procedures

At the hearing, the Board shall make a short statement of the alleged violation and shall thereafter allow the affected Owner a reasonable amount of time under the circumstances to present evidence and argument to the Board regarding the violation. Additional time may be granted for the presentation of information by other interested parties. Owners and other parties may also submit written materials for the consideration of the Board.

### Multiple Violations in One Hearing

At the Board's discretion and with reasonable notice to the Owner, one or more violations of the Governing Documents may be combined and heard in one enforcement hearing. Once a hearing is scheduled, violations occurring subsequent to the initial Notice of Violation but prior to the date of the hearing may also be heard at the scheduled hearing, at the discretion of the Board, and with reasonable notice to the Owner.

### Request for Multiple Hearings for Same Violation

Requests for additional hearings may be denied if the Board determines that the violation is continuing in nature or of the same or similar type as prior violations and that no evidence that could be presented by the Owner would change the previous decision of the Board. Notice that a request for hearing has been denied may be sent in the same manner as the Notice of Hearing.

### Decision of the Board

Within a reasonable time after the hearing, the Board shall meet to make its decision on whether a violation has been committed and shall send the Owner its Notice of Decision in writing within ten (10) days of the hearing. Unless otherwise stated in the Notice of Decision, any fines assessed after a hearing shall become due on the first of the month following the Notice of Decision.

### No Waiver / Not Exclusive Remedy

The foregoing procedures shall not be deemed a waiver of the Association's right to enforce or take any other action available under the Governing Documents or at law. The sanctions, fines, fees, interest, and penalties provided for in these Rules are in addition to, and not in lieu of, other remedies or sanctions available to the Association by law or by the Governing Documents.

### Fines and Assessments

Owners are financially responsible for all fines, damages, and other assessed amounts resulting from their actions, and the actions of their Guests. Fines imposed in accordance with the fine schedule in [Appendix F](#) constitute assessments under the Governing Documents and may be levied and collected as such, including the imposition of late fees and interest if the fine is not paid when due, as well as all assessment collection remedies provided for in this policy and under the Governing Documents.

### Costs & Attorney Fees for Enforcement

The Board may, at any time, refer an enforcement issue to an attorney for collection of fines or other charges or further enforcement action. If any Owner fails to comply within the timeline given after being given Notice and an Opportunity to be Heard as provided in these Rules, the Owners shall be responsible for all costs incurred by the Association in connection with further enforcement efforts, including reasonable attorneys' fees, if legal action is brought.



## Appendix E: Collection Policy

This section of the Rules outlines the procedures to be taken for any delinquency in the payment of assessments, including regular assessments, special assessments, or any other charge assessed to a lot or owner under the Governing Documents and the HOA Act, including fines, costs, and fees. This section supersedes and replaces all previous collection policies or Rules associated with the collection of any assessments.

### Late Fees

Annual assessments are due every year by January 1 and the installment is considered delinquent if not paid on or before January 1. Owners whose annual assessments are not received by this date will be charged a late fee of thirty-five dollars (\$35) and the fee will thereafter be applied on the first (1st) of each month without further notice until the account is brought current.

### Interest

Delinquent assessments shall accrue interest at a rate of twelve percent (12%) per annum. Interest shall begin to accrue from the date the assessment was due and shall continue until the account is brought current.

### Returned Check Charges

Any fees or costs (including administrative fees) incurred by the Association due to a payment being returned by the financial institution for any reason shall be assessed to the Owner's account.

### Delinquency Notices

When an account has been delinquent for at least thirty (30) days, the Association may send notice to the delinquent Owner that states the amount of the delinquency, including any late fees or charges; demands immediate payment; and warns that if the delinquency is not cured, a lien may be recorded against the Lot or the account may be turned over to a collection agency or attorney for collections, and the costs of collecting the delinquent payment, including attorneys' fees, will be added to the debt. Any administrative fees incurred by the Association for the preparation and sending of such notices or other collection activities may be assessed to the Owner's account.

### Lien Recording

When an account has been delinquent for at least sixty (60) days, the Association may record a notice of claim of lien against the Lot reflecting the current amount of the Association's automatically perfecting assessment lien, the costs of which shall be assessed to the delinquent account.

### Referral to Attorney

When an account has been delinquent for at least ninety (90) days, the Association may refer the delinquent account to an attorney or collection agent for collections. The Association may also refer the delinquency for collections when it learns of a potential or actual sale or transfer of the Lot, potential or actual foreclosure or bankruptcy involving the Lot, or where other good cause exists for the delinquency to be turned over to a third party for collections. Any administrative fees incurred by the Association may be assessed to the Owner's account for monitoring and assisting with third-party collections.

### Attorney's Actions Authorized

After the delinquency has been referred to an attorney or collection agent, the delinquent Owner must direct all communication regarding the delinquent Assessments to the attorney or agent and may not reasonably rely upon payoff amounts or other totals provided by anyone other than the attorney or collection agent. The attorney or collection agent may take one or more of the following actions:

#### *Demand Letter(s)*

The Association's attorney or collection agent may send the delinquent Owner one or more demand letters requesting payment.

#### *Lien Recording*

The attorney or agent is authorized to record notices of liens against the Lot identifying the amount then delinquent. Delinquent Owners will be assessed the cost of preparing and recording the notice of claim of lien.

#### *Payment Plans*

The Association's attorney or collection agent is authorized to settle delinquencies with Owners for payment of the debt in full without prior authority of the Board, provided that the payment plan does not exceed twelve (12) months. All payment plans shall be secured by a stipulated judgment or a confession of judgment and will require the delinquent Owner to continue to pay regular assessments as levied.

#### *Lawsuit for Collection or Foreclosure*

With the Board's approval, the attorney is authorized to commence a lawsuit against the Owners on the personal Assessment obligation or for foreclosure of the lien for assessments.

### *Post-Judgment Remedies*

If the Association obtains a money judgment, the Association may pursue post-judgment remedies, such as garnishments or judgment liens, upon the advice of counsel and in consideration of the Association's best interests.

### Costs and Fees Associated with Collection

All costs of collecting delinquent assessments incurred by the Association, including, but not limited to administrative charges for sending of notices or otherwise tracking delinquencies, the costs of preparing, recording, and updating a claim of lien; and all other costs, including attorneys' fees, shall be assessed to the delinquent Owner and subject to collection as provided in the Declaration.

### No Waiver

Deviations from, or failure to act under these Collections Rules shall in no way constitute a waiver by the Association of any right to impose and collect assessments or exercise any other right or remedy under the Governing Documents or at law. The Association reserves all legal rights under the Governing Documents and at law

## Appendix F: Fine Schedule

Updated December 2024

Failure to obtain ACC approval for Lot alterations or building inconsistent with ACC approval	\$1000
Lease of a Lot without Board Approval	\$500
First Violation of any other Provision (E.g. Trash cans, lot maintenance, vehicle storage etc.)	Warning
Second Violation of any other Provision	\$50
Subsequent Violation of any other Provision	\$100

\* Note: Fines for ongoing violations that remain uncured after the Owner has been given Notice and an Opportunity to be Heard may be imposed monthly until cured, provided that notice of such a continuing fine is included in a Notice of Violation.