

# Bullrun Townhouse Association Policies and Resolutions of the Board of Directors and Membership

#### Authority

The Amended and Restated Bylaws of Bullrun Townhouse Association are recorded in the deed records of Multnomah County, Oregon on March 25, 1985 in Book 1812, Page 263 of the Multnomah County, Oregon deed records. Article VII, Section 1 of the Bylaws provides that "The Board of Directors shall have the power to adopt and publish rules and regulations governing the use of the common area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof" In addition, Article XIII, Section 8 provides that "The members of the Association shall be able to change or eliminate rules, regulations and decisions made by the Board of Directors..." These policies are the rules and regulations referred to by the Bylaws.

The Declaration of Covenants, Conditions and Restrictions of the Plat of Bullrun Townhouses are recorded in the records of Multnomah County, Oregon on September 26, 1973 in Book 951, Page 83 of the Multnomah County, Oregon deed records. Article IX, Section 2 provides that "No building, fence, wall, or other structure shall be constructed or altered until there has been filed with and approved by the Architectural Control Committee plans and specifications of the same." In addition, it provides that approval of these plans may be withheld if "the proposed improvement will be detrimental to the community because of grading and drainage plan, location of the structure on the building site, color scheme, finish design, proportions, share, height, style, appropriateness, material use thereon, or landscaping plan." The Board of Directors has adopted some policies that provide homeowners with quidance as to the Committee's standards for alterations to structures.

### Policies and Resolutions of the Board of Directors and Membership

(Revised April 15 th, 2024)



#### Index

- 1. Animal Control
- 2. Refuse Collection
- 3. Watering
- 4. Outside Antennae/Satellite Dishes
- 5. Solar Panels
- 6. Screen Doors and Screens
- 7. Builder Encroachments
- 8. Deed Descriptions
- 9. Deleted
- 10. Front Door and Garage Door Replacement and Repair
- 11. RV Lot Parking
- 12. Single Door Garage Doors
- 13. Air Conditioner/Heat Pump/Cooling Devices
- 14. Pool Keys
- 15. Carpenter Ant Treatments
- 16. Guest Car Washing
- 17. Lawn Use By Children
- 18. Deleted
- 19. Disposal of Ballots and Proxies
- 20. Walk-in Garage Door Repairs/Replacements
- 21. Cable TV Cable
- 22. Loss of Privileges
- 23. Community Room Use
- 24. Deleted
- 25. Parking Policy
- 26. Assessments
- 27. Courtyard Plantings
- 28. Common Ground Plantings
- 29. Pool Rules
- 30. Deleted
- 31. Violations and Levying of Fines
- 32. Patio Fences (see also policy #59 and policy #60)
- 33. Distribution of Interest Earnings
- 34. Deleted
- 35. Meeting Audio Tapes
- 36. Deleted
- 37. Definition of Reserve Accounts
- 38. Theft, Vandalism, Damage
- 39. Storage in Carports or Garages
- 40. Access to Association's Records
- 41. Pets
- 42. Exterior Lighting Maintenance
- 43. Birds, Vermin/Pests
- 44. Homeowner Responsibility for Interior Damage

### Policies and Resolutions of the Board of Directors and Membership

(Revised April 15 th, 2024)



- 45. Homeowner Encroachments
- 46. Village Voice Newsletter
- 47. Garage Sales
- 48. Open House Signs
- 49. Construction of Wooden Patio Decks
- 50. Utility Line Repair or Installation
- 51. Window and Sliding Door Replacement
- 52. Maintenance of Foundations
- 53. Exterior Maintenance of Enclosed Patios
- 54. Exterior Maintenance of Exclusive Use Areas
- 55. Holiday Lights
- 56. Recovery of Costs Associated with Correction of Architectural Violations
- 57. Responsibility for Repair of Building Structures Under Building Surfaces
- 58. Responsibility for Repair of Concrete Pads on Common Ground
- 59. Party Wall Fence Replacement (see also policy #32 and policy #60)
- 60. Fence Replacement Option (see also policy #32 and policy #59)
- 61. Gate Replacement Option
- 62. Deleted
- 63. Recreational Ramps
- 64. Spending Limit for Board Members and Manager
- 65. Board Meeting Participation by Phone
- 66. Budget Planning
- 67. Debit Card for Emergency Repairs
- 68. Installation of Motorized Awnings
- 69. Resolution for Allocation of Comcast Revenue
- 70. CPI for Budgeting Purposes
- 71. Legal Fees and Costs for Collections from Reserve
- 72. Date and Time of Monthly Board Meeting



#### 1. Animal Control

Multnomah County Animal Control employees, during the course of their duty enforcing animal control laws of the City of Gresham, County of Multnomah or the State of Oregon, may enter onto any of the common grounds of the Bullrun Townhouse Association on N.E. Village Squire Ave., Gresham, Oregon. (4/14/82)

#### 2. Refuse Collection

Refuse collection is a utility paid by Bullrun Townhouse Association. The fee is based on one can per week. The homeowner will pay for any extra amounts or deposits for cans provided by the utility company. (2/14/89, 10/9/96)

#### Watering

Mechanical watering is only to be done at the authority of the Board of Directors to maintain common grounds. (9/8/82, 10/13/93)

#### 4. Outside Antennae/Satellite Dishes

The Architectural Control Committee prior to installation must approve any proposed installation of an outside antennae or satellite dish.

Antennae or TV satellite dishes are not permitted on exterior walls or roofs. Installation of antennae or 22"x33" or smaller satellite dishes are permitted in enclosed patios if they meet the following standards:

- placed on free-standing post with combined height of post and antennae/dish not to exceed the height of garage roof;
- wiring shall not be attached to exterior walls; and
- wiring must enter the unit at foundation air vents.
- Any existing cable networks may be used by satellite dishes

If dish is to be placed outside of enclosed patios for better satellite reception a request for an Encroachment Agreement must be submitted to the Board of Directors.



Approval of the proposal will be based on the following standard: placed on free-standing equipment as low to the ground as possible in shrub beds next to the unit, for the least amount of exposure and most amount of safety to neighbors and visitors.

Architectural Control Committee will also require notification of the Manager before any installation occurs to prevent damage to existing utility lines in the ground. Recording of the Encroachment Agreement will be at the home owner's expense. (3/24/82, 7/14/87, 1/13/99, 6/21/07, 9/20/07)

#### 5. Solar Panels

Solar water heating and installation of solar panels for hot water heating is not permitted. (3/24/82, 7/14/87)

#### 6. Screen Doors and Screens

The Association is not responsible for screen/storm doors and window screens/storm windows. Storm windows and storm doors may be installed as long as the Architectural Control Committee approves the color. (9/14/83, 8/13/85, 7/14/87, 10/13/93)

#### 7. Builder Encroachments

The Board of Directors grants a blanket easement to accept the original encroachments by the builder. (1/16/84)

#### 8. Deed Descriptions

The Association notes and accepts the various legal descriptions to the deeds of homeowners. (1/16/84)

#### 9. Deleted 10/13/93

#### 10. Front Door and Garage Door Replacement and Repair

All front door/jamb replacements are the responsibility of the homeowner; all front doors/jamb are to be replaced with a metal clad or fiberglass-clad door.

All damage repair to and replacement of steel garage doors are the responsibility of the homeowner, except for fire and other casualties defined by the blanket insurance



policy; all steel garage doors are to be replaced with a steel door of the type and color that now exists. (6/14/84, 10/13/93, 7/12/95, 2/20/03, 3/16/06)

#### 11. RV Lot Parking

Bullrun Townhouse Association Bylaws (Article XIII, Section 6) make the following references to the RV parking lot:

- Parking of resident-owned recreational vehicles shall be in the fenced RV parking area or outside of the Bullrun Townhouse complex
- RV parking in the fenced area shall be on a space available basis.
- There is a monthly fee to park in the RV Lot that is due the first of each month and is delinquent after the 20<sup>th</sup> of each month. The amount of the fee will be subject to review annually by the Board of Directors in conjunction with the annual budget review process.
- Resident RV owners that have more than one RV space(such as a motor home and boat) must relinquish the smaller of the two spaces if another resident requests an RV space and the lot is full.

To administer these provisions, the following policies will apply to the RV parking lot:

- a. A recreational vehicle is a class A, B, or C motor home, a camper, a travel trailer, a tent trailer, or a boat on a trailer.
- b. Recreational vehicles shall have priority use of the RV parking lot. Other vehicles may be assigned spaces on a temporary basis if space is available, with priority given to other vehicles for recreational use: snowmobiles, jet skis, off-road vehicles etc.
- c. All vehicles assigned spaces in the RV parking lot shall be currently licensed and otherwise drivable/useable.
- d. A vehicle for which there is no space available in the RV parking lot must be parked in the resident's garage or carport without displacing a car into visitor parking, or must be parked outside of the Bullrun complex.



- e. RV spaces are reserved for residents only not for relatives, friends, or other nonresidents, including non-resident homeowners.
- f. Anyone 60 days past due in their association/assessment dues and/or RV Lot fees will not be allowed to keep an RV space, including tenants of delinquent homeowners.
- g. Homeowners who are 60 days delinquent will be given 72 hours notice to remove their RV or it will be towed at the owner's expense.
- h. Keys to the RV parking lot are to be issued for a deposit of \$5 by the RV Lot Manager. When a resident moves or no longer needs the space, the key will be returned to the RV Lot Manager.
- i. Keys will not be duplicated nor loaned to anyone else for any reason as a security measure for everyone's protection.
- j. If RV space is vacated due to replacement of RV, home owner's space will be held for 30 days. If home owner's new RV does not fit the same space, then they relinquish their space and must go to the bottom of the waiting list for a larger space.
- k. Homeowners must notify the RV Manager within 10 days of purchasing a replacement RV and show temporary registration.
- 1. All recreation vehicles (RV's) must be removed from the premises for a minimum of 7 days annually. If the RV is not off premises for 7 days annually, the permission to park in the RV lot may be revoked. It is the duty of the owner to inform the RV lot manager when the vehicle will leave and return. The RV lot is not a dead storage area. (9/17/84, 7/14/87, 8/9/88, 10/13/93, 2/10/99, 2/15/07, 09/27/10, 2/18/14)

#### 12. Single Door Garage Doors

Homeowner may replace a two-door double garage door with a single-door double garage door at their expense. The Architectural Control Committee must approve door and contractor. (12/11/84)



#### 13. Air Conditioner/Heat Pump/Cooling Devices

Installation of air conditioner/heat pump in the patio area requires Architectural Control Committee review and approval before any work begins. The Association is not responsible for the maintenance or repair of the unit and that the owners are responsible for keeping the part of the unit which is outside painted and in good physical repair

Subject to the approval of the Board of Directors and upon execution of an Encroachment Agreement by and between the homeowner and Association, a homeowner may be permitted to locate a heat pump on common ground adjacent to the home owner's unit ONLY if (1) the homeowner does not have an enclosed patio or if (2) the units are 19, 20, 21, and 22 on street 371 which have their furnace one story below their enclosed patio. This Encroachment Agreement shall be recorded at the homeowner's expense

Portable air conditioners, cooling devices or air conditioners that are flush to the window are approved. They may only be installed between April 30th and October 1st.

Window air conditioners/cooling devices that are not flush and extend outside of the window, are subject to:

- A. The approval of the Architectural Control Committee. In addition to the standard documentation the ACC requires on their review request, a copy of the unit's installation instructions is required to be provided. If approved, the approval is only good for that season.
- B. The air conditioning unit/cooling device must be installed by a licensed, bonded and insured contractor on or after April 30th and then removed by a licensed, bonded and insured contractor no later than October 1st. at the expense of the owner. Copies of the paid contractor's bill for the installation and removal are required to be submitted to the ACC within 2 weeks of the work being completed.
- C. Residents will be required to sign a liability waiver releasing Bullrun Townhomes Association and the owner taking responsibility for *any* damages or injury caused by the installation.



These air conditioning unit/cooling devices cannot:

- A. Require the use of brackets or other hardware that would damage or void the warranty of the window or frame, puncture the envelope of the building (siding or vapor seal), or otherwise cause significant damage;
- B. Interfere with common elements of Bullrun;
- C. Would be installed in a window that
  - O. Provides necessary egress from the unit or
  - 1. Would be unable to locked if accessible from the outside
- D. Cannot be adequately drained to prevent damage to the dwelling unit or building; or
- E. Are installed in a way that fails to prevent risk of falling.

(4/9/85, 7/14/87, 8/24/92, 10/13/93, 4/18/22)

#### 14. Pool Keys

One swimming pool key is provided at no charge to a unit in good standing. A replacement key is \$25.00. (5/14/85, 7/14/87, 10/13/93, 9/10/97, 1/16/23)

#### 15. Carpenter Ant Treatments

Treatment for carpenter ants inside a unit is the owner's responsibility. The Association will treat the following areas: around all units, on the foundations, around bases of the patio fences, around the garages and garage footing, not inside the patio area. (6/10/86, 7/14/87, 10/13/93)

#### 16. Guest Car Washing

Non-resident vehicles shall not be washed in the complex. (6/11/85, 7/14/87)

#### 17. Lawn Use By Children

Lawns are part of the common grounds and, therefore, children can be on them, but are not to ride bicycles, tricycles, or wagons on them as this damages the lawns. Children must not play on the street markers. (7/9/85, 7/14/87)

#### 18. Deleted 2/10/99



#### 19. Disposal of Ballots and Proxies

Ballots and proxies can be disposed of 30 days after they are counted, verified, and recorded. (12/10/85 7/14/87)

#### 20. Walk-in Garage Door Repairs/Replacements

Walk-in garage doors/jamb are the unit owner's responsibility. All such doors/jamb shall be replaced with an exterior door/jamb of greater than or equal quality as the original construction. (6/10/86, 8/9/88, 02/20/03)

#### 21. Cable TV Cable

Installation of cable TV cable in the second floor of a unit by running it up the outside of the building in a manner similar to those presently installed is approved. (5/13/86)

#### 22. Loss of Privileges

If a homeowner becomes 60 days delinquent on association dues, pool and community room privileges are revoked. At that time, the Association Manager will inform the homeowner of delinquency and of this revocation. At this time, the Association Manager will collect the pool and community room key from the homeowner and notify the recreation chair and community room coordinator that the homeowner can no longer use the facilities. (7/19/05, 9/27/10)

#### 23. Community Room Use

- A. Homeowners may rent the community room for a function of any nature at which the homeowner will be present.
- B. The pool area is not included in the rental of the community room.
- C. A \$25 non-refundable maintenance fee is charged for each use of the community room, the fee to be deposited in the operating funds. The Board of Directors may waive the fee for any Association-sponsored activity.
- D. Reservations are to be made in advance with the coordinator.
- E. Upon completion of use, the community room is to be left in a clean, orderly manner by the homeowner. If not clean, the cost of cleaning will be charged to the



homeowner. (6/5/78, 5/12/82, 5/11/83, 7/14/87, 4/14/92, 10/13/93, 5/13/98, 12/19/22)

#### 24. Deleted 09/27/10

#### 25. Parking Policy

#### A. Parking Policy:

- 1. Resident vehicles are to be parked in garages or carports at all times. If a resident is making a quick stop by home, for example, they can park in guest parking for up to 30 minutes. This is to be a last option, and only to occur on rare occasion, as guest parking is limited and residents need to take the extra couple of seconds and pull into their garage/carport. Visitors are to park in guest spaces. Residents are responsible for their guests. Parked vehicles are not allowed to impede traffic.
- 2. Temporary parking in front of garage/units is allowed for the explicit purpose of loading and unloading of the vehicles. The vehicle must be attended at all times. This unloading/loading period shall last no longer than 15 minutes and is allowed between 7am and 10pm. No parking in front of garage/units is allowed between the hours of 10pm and 7am. Parked vehicles are not allowed to impede traffic.
- 3. Vehicles that are parked in carports shall be operational and are not to be in a state of disrepair. Commercial vehicles are not to be parked in any areas of the complex, except for loading and unloading. No parking permits will be issued for commercial vehicles or vehicles not registered in a Bullrun resident's name.
- 4. No parking is allowed in unmarked areas (in front of curbs, mailboxes, etc.). Vehicles parked in guest parking are to only occupy one spot.



5. If a resident is going to have a visitor in guest parking for more than a week, please contact the manager.

#### B. Parking Permits:

1. A parking permit is required for any exception to the parking policy. The permit application form is available at the Rec Center. This application is used for new permits as well as permit renewal requests.

Along with the completed application the following must be provided:

- a. A copy of the of valid driver's license with personal information, such as birthdate and DL number blacked out, for each driver at the residence. Name, address, expiration date and photo must be legible.
- b. A copy of every vehicle registration for each car at the residence. Must be valid registrations. The name(s) on the registration must match the residents that live at the address.

These copies will be destroyed when a decision on the application has been made.

By applying for a permit, it does not guarantee that a permit will be issued. Residents need to do everything possible to comply with the policy of 2 cars per unit parked in their garage/carport, before submitting an application for a permit.

2. Permits will be reviewed on a case by case basis. If a permit is issued, the permit can specify where a vehicle must be parked at all times when parked at Bull Run, as guest parking is limited. Permitted vehicles must be driven on a regular basis more than 4 to 5 times a week and not just remain parked in guest parking. Vehicles are required to follow any additional directions issued with any parking permit. Permits are revocable at any time. Permits must be displayed in the window of the vehicle.



3. Due to limited guest spaces, parking permits are generally limited per street as defined below. No more than 1 permit per unit shall be issued.

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50- Maximum of 3 permits.

55- Maximum of 3 permits.

110-Maximum of 2 permits.

220-Maximum of 3 permits.

251-Maximum of 2 permits.

333-Maximum of 3 permits.

361-Maximum of 1 permit.

371-Maximum of 6 permits.

381-Maximum of 1 permit.

445-Maximum of 2 permits.
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There is a monthly fee to have a parking permit. This fee is due on the first of each month and is delinquent after the 20th of each month. The amount of the fee will be subject to review annually by the Board of Directors in conjunction with the annual budget review process. If a resident becomes past due on dues, fees or fines the parking permit may be revoked. Unit 361 #4 & #5 will we exempt from the parking fee as these units were built only having one parking space.

#### C. Parking Infractions:

- 1. If a unit violates the association's parking policies, there will be only one warning issued. This warning will be either mailed or electronically sent and if possible, placed on the vehicle. and then also posted on the vehicle when possible. After issuance of the warning, the resident is to as quickly as possible assure that the vehicle is no longer in violation of Bull Run policies. 72hrs after this initial warning, any parking violation shall result in \$50.00 fine per violation, per day. A copy of the violation will be either mailed or electronically sent and if possible, placed on the vehicle.
- Vehicles are subject to immediate towing at owners expense and a \$50.00 fine if any of the following occur:



- A. Any vehicle that impedes traffic or blocks other residents' access to unit.
- B. Has a parking permit revoked.
- C. Has been fined three or more times.
- 3. Fines for violations can be issued by the association manager, parking committee chair and the board. Unit owner may request a hearing before the Board of Directors. The hearing shall be in person or in writing, at the option of the owner, at the next regular board meeting. Request for a personal or written hearing, and any written material to be submitted by the owner for consideration by the Board must be received by the manager or Association President at least 48 hours before the Board meeting.

(12/13/83, 2/14/84,4/9/84, 7/14/87, 10/13/93, 02/28/11, 03/21/16, 8/15/16, 10/26/20, 8/15/22, 12/19/22, 1/16/23, 11/16/23, 1/22/24, 2/19/24, 4/15/24)

#### 26. Assessments

- A. Monthly assessments are due on the first (1st) of the month. A \$25 late fee (which includes interest for the first 30 days) shall be charged on any account that the current month's assessment has not been paid by the 20th of the month.
- B. A 6% annual interest rate based on actual days of a 365 day year will be charged on all accounts when a monthly assessment fee becomes 30 days or more past due. The interest will be figured on the month's assessment fee only, not interest or late fees.
- C. The Manager will turn the unit file over to the Association's attorney for collection if the account becomes 60 days past due and there is no response to a warning letter. The Manager will warn the homeowner by certified mail that the home owner's account is 60 days past due and that the account will be turned over to the attorney for collection, unless the homeowner contacts the



Manager within ten days of the notice to make satisfactory arrangements for payment. The warning will also include notification that the homeowner loses pool, community room, parking permit privileges and RV parking privileges if the account is turned over to the attorney, and that the homeowner will be responsible for payment of any legal fees or other costs associated with collection of the delinquent assessments.

D. The Board of Directors may authorize action in small claims court, district court, or may initiate foreclosure proceedings if collection has not been accomplished after a lien has been filed. After judgment is awarded to the Association, it may be satisfied by levying on real property of the delinquent owner other than the unit itself, garnisheeing the bank account or wages of the owner, attaching personal property or garnisheeing the rent owed to the owner, if the unit is occupied by a tenant. If no assets are known, the owner may be ordered to attend a judgment debtor examination in court and answer questions regarding assets and wages under oath. The judgment is enforceable for ten years and may be renewed after that, meanwhile, the Association's lien will remain a matter of record and will have been satisfied if the unit is sold or refinanced. (12/13/83, 12/9/86, 7/14/87, 8/13/91, 11/25/91, 10/13/93, 3/10/99, 12/19/22, 10/23/23)

#### 27. Courtyard Plantings

- A. Trees and shrubs within the courtyards shall be no higher than garage roof level.
- B. Trees and shrubs within the courtyards larger than six inches (trunk) diameter (ground level) and closer than three feet to a foundation shall be removed.
- C. Trees and shrubs shall be trimmed away from walls and fences so as to allow for painting and repair of surfaces to be painted and maintained.
- D. Homeowners shall do all work within the courtyards or at home owner's expense should the homeowner elect to hire the work done.

(2/10/87)

#### 28. Common Ground Plantings



The Landscape Committee must approve homeowners' plantings on the common grounds. The landscape contractor will then care for approved plantings of trees and/or shrubs.

Annuals planted by the homeowner shall be the responsibility of the homeowner of such plantings. (3/10/87)

#### 29. Pool Rules

- A. A cleansing shower must be taken before entering the pool: swimming suits only, no cutoffs, T-shirts, etc.
- B. No person should swim alone. An adult 18 or older must accompany swimmers under 14 years old.
- C. Guests will be permitted only in the company of a resident and are limited to two per household. The resident is responsible for their guest's behavior.
- D. Please no oils or lotions in the pool water. A cleansing shower must be taken before reentering the pool after using them.
- E. No running or other dangerous activity in the pool area.
- F. No food, gum, drink, smoking, or glass containers in the pool area.
- G. Pets are not permitted in the pool area.
- H. Radios are allowed with earphones only.
- I. Inflatable objects are permitted in pool when used as a safety device. Our pool is not large enough for floating lounges.
- J. One key will be issued to each unit and is to be used by the residents only. There is a charge for lost keys.
- K. All posted state health rules must be observed.
- L. Failure to follow pool rules by residents, their families, and/or guests may result in loss of pool privileges.



M. All renters must abide by these rules.

(5/12/78)

#### 30. Deleted 10/13/93

31. <u>Violations and Levying of Fines</u> (See Policy #25 for Parking Violations and Levying of Fines):

#### A. First Notice

When the Manager has reason to believe a rule has been violated, the unit owner will be notified by mail. Owners who rent their units will be notified of their renter's violations. A copy of the notification will be sent to the renter.

The first notice will advise the owner of the violation that it is subject to fine, and that the owner has 15 calendar days from the date of the notice to respond by correcting the violation.

#### B. Second Notice

If the Manager determines that the violation has not been corrected, the unit owner will be sent a second notice by certified mail. The second notice will include the restatement of the violation, reference to the first notice sent, a deadline for compliance, a request for written response, and a statement of the unit owner's opportunity for a hearing and the procedures for such a hearing (see below).

#### C. Hearing

Unit owners may request a hearing before the Board of Directors. The hearing shall be in person or in writing, at the option of the owner, at the next regular Board meeting. Requests for a personal or written hearing, and any written material to be submitted by the owner for consideration by the Board must be received by the Manager or Association President at least 48 hours before the Board meeting.

#### D. Fines

Failure to correct the violation after the second notice or hearing decision will result in a fine of \$50 for each occurrence. Fines do not cover recovery of damages, if the Association incurs expenses in the correction of the violation. These damages will be charged to the owner in addition to the fine.



If an owner rents his/her unit and the renter does not comply, the fine will be levied against the owner.

If the owner fails to pay any fines levied, a lien will be filed against the unit and the homeowner shall be responsible for payment of any legal fees or other costs associated with filing of the lien, collection of the fine, and/or correction of the violation. (7/14/87, 9/8/87, 6/9/99)

32. Patio Fences (see also policy #59 and policy #60)

Patio fences within the Bullrun Townhouse complex whether high or low are not permanent structures, except for those that are party walls as described by the Declaration. (4/6/88, 10/9/96)

- A. Homeowners may elect to not have their exterior fence replaced after the siding project is completed. (2007)
- B. Homeowners must submit a written request to the Architectural Control Committee for approval.
- C. The homeowner must sign a waiver relieving Bullrun Townhouse Association of any responsibility or liability for the lack of a fence and gate. This would include any security issues that could arise from the lack of a fence.
- D. When selling a unit, the homeowner at their expense must return the fence to its original configuration, which would include concrete, mounted 4 x 4 post, plywood material, metal gates, trim, etc.
- E. A person purchasing a unit may sign a waiver to accept the unit as is, without a fence and gate. The Bullrun townhouse Association will be relieved of any obligation or responsibility to install, change or alter existing fences in any way.
- F. A new owner may submit a request to the Architectural Control Committee to alter their fences to their own preferences. Any approved changes would be at the new home owner's expense. (06/21/07)
- 33. <u>Distribution of Interest Earnings</u> (Policy Deleted 08/21/03) (Reinstated 1-19-06)



All interest earned from operating fund checking accounts after Jan. 1, 1988 shall be used as part of the operating funds of Bullrun Townhouse Association. All interest earned from the Reserve accounts shall be distributed in the following manner:

"Income earned on the reserve account deposits (after payment of any income taxes) shall be equally allocated to the capital contingency fund and the non-capital contingency fund."  $(6/14/88,\ 3/14/89,\ 10/21/91,\ Policy$  Deleted 08/21/03) (Amended and Reinstated 1-19-06)

#### 34. Deleted 10/13/93

#### 35. Meeting Audio Tapes

Audiotapes of Association meetings shall be kept on file for a period of one year at the discretion of the Board of Directors.

(7/12/88, 9/10/91, 10/13/93, 09/27/10))

#### 36. Deleted

#### 37. Definition of Reserve Accounts

- A. <u>Roof</u>. This reserve is for pitched roof replacement only, when a square or more of roofing is to be replaced on one unit's roof. The reserve shall not be used for repairs of garage or carport roofs.
- B. Residence Roof Treatment. This reserve is for treatment to prevent moss/fungus growth on asphalt shingled roofs, when at least one street of roofs is treated.
- C. <u>Garage Roof</u>. This reserve is for flat garage and carport roof replacement, and for replacement of patio cover roofs at 371-3,5,6,7,8; only when 25 square feet or more of garage or carport roof is replaced or when a new roof of this size or larger is installed on a garage or carport. The reserve shall not be used for repairs such as patching or re-tarring.
- D. <u>Garage Roof Treatment</u>. This reserve is for alumacoat or other treatment to extend the life of flat garage and carport roofs when 25 square feet or a full roof is treated.



- E. <u>Siding</u>. This reserve is for replacement of siding when 32 square feet or more of siding is replaced on a unit or fence. The reserve shall not be used for smaller repairs.
- F. <u>Painting</u>. This reserve is for exterior painting of the units when at least one complete exterior side of a unit is painted. The reserve shall not be used for touch-up work or interior painting.
- G. <u>Streets</u>. This reserve is for re-surfacing of streets of at least 500 square feet. This reserve shall not be used for repairs.
- H. <u>Walks</u>. This reserve is for replacement of walks when 30 square feet or more of sidewalk is replaced. This reserve shall not be used for repairs.
- I. <u>Garage Doors</u>. This reserve is for replacement of 8 foot and 16 foot garage doors. The reserve shall not be used for repairs or walk-in entry doors.
- J. <u>Contingency</u>. This reserve is for unforeseen and unpredictable expenses that are not covered by the operating or the reserve budget. The reserve shall be limited to \$20,000 in capital contingency and \$20,000 in non-capital contingency. If either contingency is over the \$20,000 limit, the board can make a motion to move the funds over \$20,000 to a different reserve account(s). (8/20/2018)
- K. <u>Un-collectable</u>. This reserve is to pay home owner's fees that the Association is not able to collect, due to bankruptcy or other reasons making collection impossible.
- L. <u>Water System</u>. This reserve is for replacement of underground water pipes from street main to unit, and/or street main and sewer lines that are the Association's responsibility. This reserve shall not be used for repairs. Plumbing within each unit is the unit owner's responsibility.
- M. <u>Pool</u>. This reserve is for replacement of filter unit, heater, pumps, chlorinator, sand, and for resurfacing the pool. It is not for repair of pool apparatus.
- N. <u>Sprinkler System</u>. This reserve is for replacement of system equipment such as control stations, water pipes,



etc. Sprinkler head replacement and general maintenance is to be paid from the operating budget.

O. <u>Fencing</u>. This reserve shall be for establishment of or replacement of fencing around the perimeter of the complex when 50 or more running feet are to be installed. This reserve shall not be used for repairs, for fence painting, or for replacement of slats in existing cyclone fencing.

(10/11/88, 4/11/89, 10/21/91, 4/14/92, 9/12/92, 11/10/92, 8/10/93, 9/13/95, 6/12/98, 8/20/2018)

#### 38. Theft, Vandalism, Damage

The Association shall not be responsible for theft, vandalism, or any damage to vehicles parked or personal property in the common area, including the RV parking area. (11/7/88, 10/13/93)

#### 39. Storage in Carports or Garages

Nothing may be stored in the visible open carports other than the occupant's car and firewood, which is to be less than 24 inches in length, stacked neatly, and at least 6 inches away from any wall. (11/22/88)

#### 40. Access to Association's Records

All records and information concerning the activities of Bullrun Townhouse Association will be available to all members of the Association. The only exception being where legal action would prohibit the sharing of specific information, this restriction must be in writing from the Association's attorney.

The membership roster of homeowners of the Bullrun Townhouse Association is part of the official records maintained by the Management Service. However, members' telephone numbers shall not be distributed except to the Board of Directors for use on official Association business.

With the exception of the official records maintained by the Management Service and the current year's records of the Treasurer, all records of the Association are to be kept in the locked cabinets, designed for that purpose, in



the community building. Records may be removed temporarily from these premises by members of the Board of Directors only, and must be signed out. A register for this purpose will be kept in the record cabinet.

Due to the on-going maintenance required on the Treasurer's books, these records will be kept in the possession of the Treasurer but must be made available for inspection under the same conditions as all other Association records.

A written request, by a homeowner of the Bullrun Townhouse Association, to inspect/review Association records may be given to an Officer of the Association at any time. The review of the requested information will be made available at the convenience of the involved parties but within two weeks.

All records will be inspected at the Association's community building or the office of the management service and in the presence of an Officer of the Association or agent of the management service. Copies required must either be made on location or by an officer of the Association. The person requesting it will pay cost of any copies.

There will be no charge for time involved in these inspections, unless charged by the Management Service; however, everyone should be considerate of the fact that all Board members volunteer their time. (1/14/92, 2/8/95)

#### 41. Pets

The tethering of a house pet in any common area is prohibited. (5/8/90)

Residents capable of handling their dogs on common grounds, shall keep their domestic animal under their physical control on a leash that has been designed and sold for use on dogs not to exceed the length defined by Multnomah County Animal control laws. (5/19/2014)

#### 42. Exterior Lighting Maintenance

Maintenance of exterior lighting on carports, garages, streets, and other common area shall be the responsibility of the Association. Maintenance of all other outside



lighting shall be the responsibility of the homeowner. (2/11/92)

#### 43. Birds, Vermin/Pests

It is the home owner's responsibility to deal with birds and other vermin/pests (e.g. insects, rodents) within the exterior surfaces, chimneys, and property lines of their unit. (5/12/92)

#### 44. Homeowner Responsibility for Interior Damage

Article VI, Section 1 of Declarations state the Association shall provide exterior maintenance upon each lot and apartment building as follows: paint, repairs, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements. Amendment of Article VI Section 7 states the Association shall provide interior maintenance in the event of a casualty loss as defined in the blanket insurance policy covering the Association. This should cover glass surfaces, both interior and exterior, and interior walls and surfaces. The deductible shall be paid by the unit owners and shall be divided equally among the affected units.

Because of the above, the following policy has been adopted to clarify the responsibility of the homeowner regarding interior maintenance.

The homeowner shall be responsible for all interior maintenance, repair and replacement, except solely for casualty losses as provided in Article VI, Section 1 and Amendment of Article VI, Section 7 of the Declaration.

In no event will the Association be responsible for damage to personal property or contents of a unit (e.g. furniture, clothing, appliances, etc.) even if such damage is caused by a casualty loss covered by the Association's insurance policy. The Association's casualty insurance policy only covers the units, and buildings and property owned by the Association. Owners should procure their own individual insurance policies covering damage to the contents of their units. (9/14/92)

#### 45. Homeowner Encroachments



Encroachment agreements approved by the Board of Directors shall be recorded in Multnomah County Records at the home owner's expense. (10/13/93)

#### 46. Village Voice Newsletter

The Village Voice is the official newsletter of the Association's Board of Directors. Its purposes are, in priority order, to:

- a. Increase participation in the Association's business by informing the membership of activities.
- b. Increase the feeling of neighborliness by informing residents of neighborhood activities and news.
- c. Support the values of home ownership by informing members and residents of actions that can be taken to maintain their homes and their personal safety.

The editorial policy of the Village Voice is to give priority to the above purposes, and to:

- Produce the newsletter within budgetary constraints through the use of volunteers, low cost printing, and limited length.
- Accept ideas, articles, and ads from other persons, retaining authority to edit materials for comprehension and length, or delete materials because they don't meet the newsletter's purposes or would make the newsletter too long. (2/8/95)

#### 47. Garage Sales

Garage sales are to be limited to a maximum of two (2) per unit per year. Such sales are not to be longer than three (3) consecutive days each. Signs must be removed immediately after the sale. (8/9/95)

#### 48. Open House Signs

When a unit is for sale, the homeowner or his/her agent may erect temporary Open House signs on common ground when their unit is open to the general public, and with the restrictions that follow. Each Open House sign shall be no larger than 720 square inches. Sandwich-Board style signs are considered to be two signs. Each sign shall be freestanding, that is, not attached to a building, tree, utility pole or other similar common or public property.



Each sign shall be displayed for no longer than eight hours and no longer than two consecutive days. (4/10/96, 09/27/10)

#### 49. Construction of Wooden Patio Decks

The Architectural Control Committee prior to construction must approve all new or remodeling of decks by a homeowner. Two sets of plans are to be submitted for approval. Decks shall be constructed in such a manner as to not hamper normal building maintenance. They will not be attached to the exterior walls or fences of the units, and must be built free standing, and of quality construction to ensure safety.

If the decks are not at least three inches away from all wood siding and fences, the edge board must be capable of being easily removed by the homeowner so that necessary maintenance may be done by the Association to walls or fences.

Decks may be built up to, and the same height as, existing cement steps for safe access in and out of garages and living units. (8/14/96)

Homeowners at their expense may install a deck of a size not to exceed 7'  $\times$  15' on the back of their unit where the existing concrete slab and step are located. This is on common ground.

- A. Homeowners must submit a written request with a set of plans to the Architectural Control Committee for approval before the project is started.
- B. The deck must be freestanding and not attached to the building.
- C. Material used must be pressure treated wood or synthetic deck material.
- D. No cover, either permanent or temporary may be installed over the deck. This would include canvas tent type structures. Patio tables with umbrellas may be used for seasonal needs, to coincide with the pool opening and closing.
- E. Once deck is constructed, it must be maintained in good and eye pleasing condition by the homeowner. Bullrun Townhouse Association is relieved of any obligation, responsibility, or liability for maintenance.



- F. Bullrun Townhouse Association or the Architectural Control Committee may at its discretion take action to have homeowner at their expense remove said deck, if not maintained or is not properly installed.
- G. Decks are not to be used for storage areas. (06/21/07)

#### 50. Utility Line Repair or Installation

Homeowners shall provide at least 72 hours prior notice to the Association when any utility line installation or repair is planned that may require burying of lines or pipes or digging on common ground. Notice shall be given to the Association's Manager by telephone. Homeowners shall also inform the utility that Bullrun is a planned unit development with common grounds. (7/9/97)

#### 51. Window and Sliding Door Replacement

Replacement of aluminum sliding glass doors or of windows may be done at the home owner's expense. Plans must be submitted to the Architectural Control Committee in accordance with procedures in the Declaration. These plans must comply with the following specifications:

- 1. Replacement sliding glass doors and windows must be the approximate size of the existing windows and doors.
- 2. Vinyl replacement doors and windows shall be white in color and may be installed without nailing fins.
- 3. If the siding surrounding the window or door to be replaced is not of sufficient integrity to permit a proper seal the siding must be replaced with new full sheets of siding and painted to match existing. The owner will be reimbursed by the association for the cost of the siding material only and not for its cost of installation or procurement. The rate of reimbursement shall be that which the association would pay to purchase a single sheet of the siding material at the local lumberyard.
- 4. A vapor barrier shall be installed behind any new siding if there was no barrier present or if the barrier was damaged beyond repair on removal of the old siding.
- 5. The window casing shall be cut back so that the window frame projects no more than 1" beyond the siding. It is necessary to inset the window to give adequate



- support to the bottom of the frame and to prevent sagging of the frame from the weight of the glass panels, particularly on wider windows.
- 6. Nails at perimeter of window or door are to be driven thru siding with nail punch before removing old flame. Fill the old nail holes with caulking or sealant and tool flush with surface of siding and paint to match existing.
- 7. The bottom of the window frame shall be supported along its full length.
- 8. Install Styrofoam backer bead at the perimeter of new window or door.
- 9. For those windows or doors beneath an eave at least twice as wide as the distance from the top of the window to the eave the finish opening into which the window or door is to be installed shall not have more than a 118<sup>th</sup> inch gap to be caulked between the window and the siding. Caulk the perimeter, preferably with Vulkum caulking.
- 10. For those windows or doors not beneath an eave, the finished opening shall be 1/2 inch greater in width and i/2 inch greater in height than the window or door frame. Install with top flange of window intact or install 1 1/2 inch Z metal at the top of door or window in lieu of top window flange. Make certain that the backer bead is no more than 1/2 inch from the surface of the siding. Seal the gap with Sikaflex Ia construction sealant, creating a bead ½" deep and ¼" wide, the optimum size. Sikaflex la is available at Mason's Supply Co., Portland. Allow to cure for 7 to 8 days before painting.
- 11. Before sealing or caulking, re-nail siding around new window or door @ 6" O.C. with 6D galvanized box nails
- 12. A member of the Architectural Control Committee shall inspect the installation prior to application of the sealant to insure compliance with these specifications.
- 13. A six foot white vinyl sliding glass patio door with attached one foot side lites on both sides of the door or a six foot full lite double French doors opening inward with same attached side lites may be substituted for an eight foot patio door. The substituted door shall not have grids or any other features to distinguish it from a regular patio door
- 14. A six foot full lite double French door opening inward may be substituted for a six foot sliding glass



patio door. The substituted door shall not have grids or any other features to distinguish it from a regular patio door. (9/13/00) (10/11/00) (06/20'02)

#### 52. Maintenance of Foundations

The Association's legal counsel has determined that foundations are parts of unit and garage buildings, and as such are not exterior surfaces for which the Association has maintenance responsibility.

The Association shall paint the exterior surface of foundations of home owner's buildings and garages, if appropriate. Each homeowner is responsible for any repairs to their building or garage foundation. (1/14/98)

#### 53. Exterior Maintenance of Enclosed Patios

The Association generally has the responsibility to manage and maintain the exterior areas of Bullrun in a manner to avoid excessive costs that will be borne by the membership as a whole. The Association's membership has historically supported the principle that each homeowner assumes responsibility for maintenance repairs of improvements within enclosed private patios. The Association exercises very little management over exterior improvements within these patio areas. The Association's concerns are related to visual impacts, access to water lines and maintenance of surfaces which the Association paints and/or repairs (siding, fencing, gutters, downspouts), and prevention of damage to these surfaces from anything other than normal wear and tear.

The Association's policy with respect to the improvements within enclosed patios is as follows:

The Association is responsible for painting siding and fencing, and repairing or replacing siding, fencing, roofs, gutters, downspouts, and water lines. Homeowners shall take due care to made sure siding, fencing, roofs, gutters, downspouts, and water shutoff valves suffer no damage or deterioration more than is attributable to normal wear and tear, and are accessible to the Association to carry out its maintenance responsibility. Maintenance and repair of all other improvements within enclosed patio areas shall be at the expense of the homeowner to whose home the patio adjoins. If an area that is maintained by the Association



is damaged through the fault of a homeowner, his tenant or guest, the homeowner will be held responsible for repair of the damaged area.

See also Policy #27 regarding Courtyard Planting, and Policy #49 regarding Construction of Wooden Patio Decks. (3/11/98)

#### 54. Exterior Maintenance of Exclusive Use Areas

Some common areas of Bullrun are exclusively reserved for use by individual homeowners. In many instances, improvements in these exclusive use areas were constructed by the developer, but were attached to improvements constructed on the home owner's lot. These improvements include entryways, entrance stairs, and decks ("Exclusive Use Areas").

The Association's maintenance and repair policy for the above-described improvements is as follows:

The Association will pay for and perform maintenance and repair of these common area improvements. The Association will control the design of these common area improvements to assure maintenance repair costs are reasonable and to minimize any adverse impact of the visual appearance of these common area improvements in Exclusive Use Areas. Homeowners are responsible to exercise due care to keep maintenance and repair costs reasonable, and for neat visual appearance. Any homeowner wishing to make further improvements in the Exclusive Use Areas shall submit any plans for such improvements to the Architectural Control Committee ("ACC") for pre-approval. The ACC, among other adopted standards for review, will consider the visual impacts and the maintenance and repair cost of the proposed additional improvement. Any increase in material, maintenance and repair cost of an approved additional improvement shall be paid by the homeowner. Any nonapproved additional improvements shall be abated at the expense of the homeowner. (3/11/98)

#### 55. Holiday Lights

Homeowners may install temporary exterior lighting for holidays for a period not to exceed thirty days before the holiday to thirty days after the holiday. For example, Christmas lights may be installed no earlier than November



 $25^{\rm th}$  and must be removed by January  $25^{\rm th}$ . Such installations shall be done so as to cause minimal damage to exterior surfaces. (5/12/99)

# 56. Recovery of Costs Associated with Correction of Architectural Violations

The Declaration requires that "no building, fence, wall, or other structure shall be constructed or altered until plans and specifications have been filed with and approved by the Architectural Control Committee." (Article IX, Section 2) In addition the Declaration states that the Association "shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration" (Article XIII, Section 1)

The Board of Directors may authorize legal action on behalf of the Association if a homeowner violates architectural control procedures. The Board of Directors may also authorize correction of the architectural violation. Costs of legal action or correction of the violation shall be the home owner's responsibility. If the owner fails to pay such costs a lien will be filed against the unit and the homeowner shall be responsible for payment of any legal fees or other costs associated with filing of the lien. (6/9/99, 09/27/10)

## 57. Responsibility for Repair of Building Structures Under Building Surfaces

The Association has always had the responsibility for maintaining the exterior of each home owner's unit as defined in the Declaration of Covenants. The homeowner has always had the responsibility for all other maintenance of their home. This is maintenance from the inner surface of the exterior siding and from the inner surface of the roof to the ground. However, it does not make sense for the Association to wait to make exterior surface repairs because of dry rot damage to the interior structure underneath the siding or roof. This policy addresses this issue.

Dry rot damage of the inner structure of a home may be discovered during replacement or repair of the outside surfaces on a home, where the Association is doing outside surface work.



The Association's contractor will repair the damage so as not to jeopardize surface repair or replacement work. The homeowner will be notified of the inner structural damage, the repair, and the cost. A statement of this will be sent to the homeowner and they will have 30 days to make arrangements to pay for these repairs. (7/14/99)

### 58. Responsibility for Repair of Concrete Pads on Common Ground

The Association is responsible for the repair and replacement of concrete pads on common ground. (9/8/99)

## **59.** Party Wall Fence Replacement (see also policy #32 and policy #60)

When a 'party wall fence' between a unit and garage needs replacement the Association will do so using a frame of at least five 10 foot 4"x4" pressure treated posts placed no more than 8' apart. These post will be buried in concrete so as the wall will not exceed more than 8' high. These posts will be connected by pressure treated 2"x4" lumber. A lag bolt will be placed on the unit and garage approximately one foot from the top of the frame securing the frame to them. These lag bolts will be caulked so as to seal them. This frame will be covered with 3/8" Breckenridge plywood, which will be painted. These walls may never be sided.

Homeowners, that want their party wall fences sided as the unit is with Certain-Teed Weatherboards, must have written permission from the Architectural Control Committee. At homeowners expense a concrete footing must be placed between the garage and unit of at least 8" deep and 6" wide with 10" J bolts placed 8" from each end and not more than 4' on center. A foam sheet moisture barrier must be placed between the concrete and frame. The framing must consist of pressure treated 8 foot 2"x4" placed no more than 24" apart. The framing should be attached to the unit and garage in a pre-drilled and caulked hole with 4-3/8"X4" lag bolts with flat washers and caulked to create a moisture barrier. The frame will need to be inspected by the Architectural Control Committee before being covered with 5/8" Breckenridge\* plywood. The wall can then be sided by the professionals working on our unit siding (at homeowners cost) with Certain-Teed Weatherboards, which will need to



be caulked and painted. A metal cap must be placed on top of the wall to protect it from the weather. The only expense the Association will cover in this second option is the lumber for framing. (8/25/06)

\*Good plywood removed from the units during the siding project can be re-used behind the siding.

### **60. Fence Replacement Option** (see also policy #32 and policy #59)

Homeowners that would like to side the inside of their fences with Certain-Teed Weatherboards must seek written permission from the Architectural Control Committee. To support the weight of the siding a concrete footing of at least 8" deep and 6" wide with 10" J bolts placed 8" from each end and no more than 4' apart must be placed around the perimeter that the fence will set on. At each corner a 4"x4" steel bracket (mfr: Simpson Strong Tiei CC ER #5708) must be placed in the concrete to support the 4" corner post. A foam sheet moisture barrier must be placed between the concrete and frame. The framing must consist of pressure treated 4 foot 2"x4" placed no more than 24" apart. Any post attached to the unit or garage must use lag bolts and be caulked. The frame will need to be covered with 5/8" sheathing plywood. The wall can then be sided with Certain-Teed, which will need to be caulked and painted. A pressure treated 2"x 6" board should be placed along the top. Due to the weight of the siding gates may not be sided. The only expense the Association will cover in this second option is the cost of the wood framing material. (8-25-06)

#### 61. Gate Replacement Option

The Bullrun Townhouse Association Board has decided that as the wooden gates deteriorate, they will be replaced with wrought iron gates. The wrought iron gates cost about the same as wooden gates, but need less maintenance.

A. Homeowners that do not want to wait for a gate or who want a wrought iron gate with an arch may submit a written request to the Architectural Control Committee for approval to install a wrought iron gate or metal gate with arch combinations at their expense.



- 1. Metal arches and arch gate combinations must be anchored properly to concrete using concrete anchors or J bolts.
- 2. The homeowner takes full responsibility of any maintenance of metal gates with arches and must sign a waiver relieving Bullrun Townhouse Association of any responsibility or liability for the gate and arch.
- 3. If a homeowner with a metal gate and arch combination sells their unit, the metal gate with arch must be replaced with a wrought iron gate approved by the Architectural Control Committee, unless the new owner signs a waiver relieving Bullrun Townhouse Association of any responsibility.
- B. A homeowner may choose not to have their wooden gate replaced by a wrought iron gate.
  - 1. Homeowners must submit a written request to the Architectural Control Committee for approval.
  - 2. The homeowner must sign a waiver relieving Bullrun Townhouse Association of any responsibility or maintenance of the wooden gate.
  - 3. If the homeowner sells their unit, they must replace their wooden gate at their expense with an Architectural Control Committee approved wrought iron gate, unless the new owner signs a waiver to take on all responsibilities of the wooden gate.
- C. Homeowners may elect to not have gates in their fence.
  - 1. Homeowners must submit a written request to the Architectural Control Committee for approval to remove their gate.
  - 2. The homeowner must sign a waiver relieving Bullrun Townhouse Association of any responsibility or liability for the lack of a gate. This would include any security issues that could arise from the lack of a gate.
  - 3. If a homeowner without a gate sells their unit, they must install a wrought iron gate approved by the Architectural Control Committee, unless the new owner signs a waiver relieving Bullrun Townhouse Association of any responsibility. (06/21/07)

#### **62.** Parking Policy (see policy #25)



Policy #62 was merged into policy #25 at the 02/28/2011 board meeting

#### 63. Recreational Ramps

No ramps for skateboard or bicycle jumps are allowed in any public areas including streets and common areas.

- Board Resolution August 2008
- Policy number revised to #63 at June 2011 board meeting by resolution

(6/27/11)

#### 64. Spending Limit for Board Members and Manager

- 1. Board members who are charged with a budget may manage those budgets for normal operational and maintenance expenses. They may not exceed what is currently available in their respective monthly operational budget. These board members will have a maximum spending limit of \$750.00 a month. These transactions shall be deemed permissible without board approval.
- 2. Manager's spending limit is \$2,500.00 for operational/maintenance expenses. This limit does not apply to emergency repairs. Any board member who is filling in duties for the manager will have the manager's spending limit.
- 3. All other board members shall have a limit of \$100.00. This will be for small one-time purchases for Bullrun. This is not to be used to pay for recurring expenses.
- 4. The following must be board approved:
  - a. Spending for items or services that have not been budgeted.
  - b. Any amount over the limits outlined above.
  - c. Purchases that are to be paid by reserve funds.
  - d. All other spending requests that don't fall into the above criteria.

(9/12/2011) (5/20/2019)

#### 65. Board Meeting Participation by Phone



Participation in a Board meeting by phone of an out of town member will be allowed twice in a year to meet the meeting attendance requirement. (9/12/11)

#### 66. Budget Planning

The annual budget process will be initiated at the May Board meeting. The co-chairs, Treasurer and Manager (Bylaws pg 18 par 1), will announce the date and time for the first Budget meeting and what information will be needed at that meeting from the various committee chairs. (9/12/11)

#### 67. Debit Card for Emergency Repairs

Bullrun will establish and maintain a separate checking account, with a balance of \$5000.00, at the same financial institution that we conduct our other business with. These funds for the initial deposit will come from reserves, non-capital contingency. This account will not be linked to any other accounts for overdraft protection and will have the same signers as the main operational account.

A Visa/MC debit card will be issued to the Manager. This card will be used only in the case where an emergency repair is needed, and the contractor is requiring a deposit via credit card up front. This checking account will be reimbursed within 2 weeks from the date of the debit card transaction. The reimbursement will be via a check from the operational account, and not any type of electronic transfer. The Treasurer shall be responsible for reviewing this account monthly, and if the balance is below \$5000.00 at the time of the Board meeting, to bring this to the Board's attention.

There will be no checks issued from this account nor will there be any cash withdrawals.

(2/15/2016)

#### 68. Installation of Motorized Awnings

Homeowners wishing to enhance their patio/courtyard with a wall/roof mounted awning must submit a written request with two sets of plans showing location and size of awning to the Architectural Control Committee.

Awnings can only be installed on the first-floor patio/courtyard area. Awnings installed over the patio or



deck on the back of the unit shall be no wider than the approved patio or deck.

Installation of awnings shall be performed by preapproved contractors.

Awnings shall be electrically operated and equipped with safety wind sensor control and installed with hood to cover awning fabric and hardware when not in use.

Awning colors and print styles shall be from preapproved list chosen by the Architectural Control Committee.

Awnings are the property of the homeowners and shall be maintained in good and safe condition. Homeowners shall be responsible for the maintenance of the awning and any damage caused by the awning to the building structure.

In the case of maintenance work being needed on the building, the homeowner is responsible for the cost of the removal of the awning and its reinstallation by preapproved contractor.

Installation of awnings shall not proceed until the request is approved by the Architect Control Committee.

(12/19/2016)

#### 69. Resolution for Allocation of Comcast Revenue

Revenue from the Comcast arrangement shall be deposited into the Bullrun reserves, not operational accounts. How these funds are split up in reserve accounts will be de determined every year as part of the annual budget process. We do not know the exact amounts that we will receive, the Treasurer and Manager will determine how much goes in to each reserve by percentages (i.e. 60% to shingle roofs, 40% exterior paint). The revenue will not be used in the reserve budget planning as there is no guarantee of the amounts. This will simply allow Bullrun to supplement the reserve, above and beyond the reserve budgeted amounts from the homeowner dues.

(6/19/2017)

#### 70. CPI for Budgeting Purposes

In January 2018, CPI for the Portland Metro Area was discontinued by the Department of Labor. Going forward, the CPI that will be used is West Region, West-Size Class B/C (2.5 million or less). Once the Portland Metro Population



is over 2.5 million CPI will change to West Region, West-Size Class A (2.5 million or more). CPI numbers for July the year before to July of the current year will be available every August for budgeting purposes.

(8/20/2018)

#### 71. Legal Fees and Costs for Collections from Reserve

Legal fees and costs for collections on past due homeowner accounts are initially paid by Bullrun. These charges are then billed to the homeowner. These fees and costs will be paid out of contingency reserve and upon payment from the homeowner, the contingency reserve will be reimbursed. (7/20/2020)

#### 72. Monthly Board Meeting Time and Day of the Month

The monthly Board Meeting will be held on the  $3^{\rm rd}$  Monday at 6:30pm, except in October, when it will be on the  $4^{\rm th}$  Monday at 6:30pm. (1/22/2024)