

RULES & REGULATIONS

I. INTRODUCTION

This document is prepared by the Towne Point Owners Association 2240 Towne Point Avenue Port Townsend, WA 98368 Phone: 360-385-7633 Web Page: www.townepoint.org Email – TPOA@Olympus.net

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Terms of use in these Rules and Regulations. The term “Towne Point” refers to all the property within the bounds of the original documents including the Articles of Incorporation. “TPOA” refers to the Towne Point Owners’ Association. The term “Association” may be used to indicate the Board of Directors of the Towne Point Owner’s Association, a Committee Chair, assigned agents, or the Office Manager of the TPOA. The term “Owner” is that person or entity which holds title to the residence or lot within the bounds of the Towne Point subdivision and is thereby a “Member” of TPOA. The term “Rules & Regulations” refers to all sections of this document as approved by the Association, and as posted on the Towne Point web site, effective per date of posting. The term “Green Space” as referred to herein is the number of belts of narrow land that runs between or alongside many properties in our community and which is owned fully by the Towne Point Owners Association. These Rules & Regulations apply to all Owners, Members, and Renters of homes or properties within Towne Point.

Note: The purpose of these Rules and Regulations is to keep us safe by prohibiting potentially dangerous practices, and to keep or enhance the property values of all Towne Point Owners. No resident or Owner within Towne Point may profit by reporting violations, and all such reporting will remain confidential.

II. APPEARANCE

A. GENERAL STANDARDS

1. Every residence and/or lot shall be kept in a neat and attractive manner. The roof, fences, and exterior of the premises shall be kept in a good state of repair and condition. Grass shall be cut regularly, trees, shrubs and trees pruned, and weeds always controlled. Trees and shrubbery may not impinge on or overhang onto streets or green spaces. Moss buildup on roofs must be removed. Driveways and parking areas shall be kept in good repair and free of weeds.
2. Gross Trash and Clutter. Clutter and accumulation of trash, garbage, refuse, yard waste, logs, clippings, metal pieces, immobile autos, and unusable items hoarded or otherwise stored are not allowed anywhere on the property.

B. ANTENNAS

Antennas of any height, such as HAM radio towers, are allowed with the written approval of the Association via the Architectural Committee. The antenna must be placed in the back yard and sited where the base is not visible from the street.

C. FIREWORKS and EXPLOSIVES

The use of fireworks and explosives of any size within Towne Point is strictly prohibited year-round, including New Year's holidays and the Independence Day holiday period.

D. FREE ITEMS

Placing useful items to be given away free near the street is limited to three days. A sign clearly advertising "FREE" must be placed on the items. Items remaining on the street may be removed at Owner's expense after 3 days with no notice needed to be given of such removal.

E. OUTDOOR BURNING

E.1. Prohibited Fires. All outdoor burning of trash, refuse, garbage, brush, trees, wood, logs, or any flammable material, including land clearing, is strictly prohibited at all times. There are ordinances of the City of Port Townsend which make this activity illegal, and Towne Point may well press charges against such a violation as a fire in our community could be lethal and expensive.

E.2. Recreational Fires. Contained barbecue and grill fires exceptions may be made, depending on the posted fire hazard level. East Jefferson Fire & Rescue is the determining agency for the burning levels of recreational and cooking fires, and its requirements must be followed at Towne Point.

E.3. Mandatory Reporting. If a Member or a Renter in Towne Point sees any outdoor fire, they are required to call 911 to report it immediately.

F. GREEN SPACE INCURSION

In several locations, the Green Space opens up to more than a narrow belt. A map showing the visual descriptions of this space may be obtained in the Towne Point office by request, or you may find it on the Towne Point web site under the 'Maps' heading. The Green Space adjacent to each property is open to all as a walking path and must be kept open and free for passage. In no case is an owner or a renter permitted to use the Green Space for any personal or commercial use. This prohibition includes storing items, erecting structures or fences, planting vegetation, or any other use. No owner shall advertise property that implies the Green Space is part of the back yard. The Association reserves the right to remove such incursion with no advance notice. An owner may request the Architecture Committee for permission to build a fence across the back of one's lot, thus sealing off the yard from the Green Space.

III. SIGNS AND DISPLAYS

A. Displayed Lights. Displays and lights of religious or holiday nature are allowed during the period that is celebrated by their presence. After the religious or holiday event has passed its calendar date, such displays shall be removed within ten days. Seasonal light displays must be extinguished within ten days after the event

B.1. Political Signs. These signs are directly related to an upcoming election. They are allowed, but only during the active campaign or voting period. However, those signs must be removed in a timely fashion when no longer needed, or within one week of the close of voting.

B.2. Other signs that may carry a political message or sentiment are clearly allowed under the First Amendment to the Federal Constitution. However, according to Washington state law, the reasonable display of such signs may be regulated by Homeowners Association. To that end, such signs must not exceed four square feet and must be placed within ten feet of the house on the property, or in the windows of said property, and they must directly face the street. They may not be placed at the street, nor placed at an angle at an approximate right angle to the street.

C. Flags. National or state flags that have not been defaced or altered, and are in good condition, may be flown from a property. Decorative flags with no overt message may also be flown.

D. Non-commercial Signs. These are allowed to be posted on mailbox kiosks without permission for ten days. Some kiosks have a snap clip installed which must be used to attach the signs rather than staples. To eliminate clutter, any sign so posted must include its date of posting so it can be removed when the ten days have elapsed. Signs with no date of posting may be removed with no notice.

E. Special Signs. Real estate and garage sale signs are allowed but may only be placed on the property of the real estate event, or of the garage sale. However, one exception is granted for these for-sale signs; they may be posted on their own stake at the entrance to Towne Point but must be removed within a day of the sale or open house.

F. Home Business Signs. Signs for a home business are allowed in one window of the home; and a modest sign not to exceed two square feet may be placed near the front door. The mailbox may also carry text identifying said business. A vehicle kept on the property which is used for professional or commercial purposes may have signs or décor permanently affixed to said vehicle.

G. Location Restrictions. No sign or other information sheet may be placed on Towne Point owned signs, such as on the main entrance sign to Towne Point, nor may such signs be attached to street signs nor any other public structure except mailbox kiosks. Otherwise, no sign, banner, promotional material, or lighting is allowed to be displayed without Association approval. Such material found outside an owner's property will be removed and discarded without notice.

H. Written Permission. No signs, banners, lights, or other displays shall be placed on any property on Towne Point common property without the written approval of the Association, with the exceptions listed in Section III. A.

IV. PARKING AND VEHICLES

A. Vehicle Limits. Only four vehicles are allowed on a lot. An allowed vehicle is a car or pickup truck. Other vehicles are prohibited – see Part IV.D below. Additional vehicles are allowed if parked in an enclosed garage with the garage door closed. Open car ports are not considered to be garages.

B. Parking Surfaces. Vehicles shall be parked on dedicated driveways made of materials such as asphalt, cement, or a prepared gravel strip. They may not be parked on grass or lawns.

C. Off-driveway Parking. A maximum of two vehicles may be parked off driveways as follows. One vehicle may be parked at the front of the property on the seven-foot easement from street edge to the property line. The Association may allow one additional vehicle if there are four individuals with driver's licenses living on the property. Residents must request Association approval for the additional vehicle. Whenever possible, and only if needed for a third car, residents are required to add a driveway on the side of the property rather than in the front of the house. All changes must be approved by the Architecture Committee, and all temporary variations must be approved by the Association.

D.1. Large Vehicles. Motorized recreational vehicles (such as an R.V. or a motor home), non-motorized recreational vehicles (towed trailers/RVs), trucks, and truck-sized vans (except pickup trucks) are not allowed to be parked at a residence.

D.2. Vehicle Off-Premise Requirements. All trailers, RVs, and boats must be removed from the home, yard, or driveways of all residents. They may be stored in the Storage Lot. They may not be parked in the street. However, one unencumbered trailer may park temporarily in the front of a residence, but not on the street, if it receives the permission of the Board. It may be parked out of sight in the back yard without permission.

E. Licensing. All vehicles with expired license tags are prohibited. If a vehicle is parked so that the rear license plate with the vehicle's license expiration date is not visible from the street, the Association may request in writing that the occupant provide proof of valid current registration. If the owner or occupant fails to do so within the notice period, the vehicle will be considered unlicensed, and the owner or occupant will be required to remove the vehicle.

F. VIN Requirements. Residents are required to provide a vehicle's VIN number for verification if requested by the Association.

G. Operational Status. If a vehicle appears to be non-operational, the owner will be notified and required to demonstrate to the Association that the vehicle is operational. If the owner fails to do so within the notice period or if the vehicle proves to be non-operational, the vehicle will be declared non-operational, and the property owner or renter will be required to remove it from the premises.

H. Overnight Parking. No overnight parking on the streets within Towne Point is allowed without the written permission from the Association. This is important for

pedestrian safety, access for emergency vehicles, and the safety of other drivers on our streets. Visitors and guests may park on the street during daylight hours but not overnight.

I. Guest Parking. Guests may park overnight in the parking area in front of the Clubhouse for one night. If a longer period is desired the property owner/renter must get written permission from the Association. Guests may also park without restriction at a residence, as if the guest were a resident, if all relevant parking limits and restrictions listed above are followed.

J. On-Street Parking. Residents may park on the street during daylight hours for up to one day. If street parking is required for a longer period of time, it must be approved by the Association, and a time limit for parking will be set.

K. Storage Lot. No non-licensed or non-operational vehicle may be moved to the Association's storage facility. All vehicles placed in the Storage Lot must have and keep current and valid any license required by law to be on the vehicle, and the TPOA Office must have a record of same. Tires must remain inflated, and the vehicle must be operational and road worthy. Derelict or non-operational vehicles are strictly forbidden. The Association can require that vehicles so parked demonstrate said requirements.

V. DRONE POLICY

A. Legal Compliance. Use of any remote-controlled devices (including “toy” helicopters, planes, or other such devices), video recording devices (including, but not limited to video cameras), drones or other unmanned aircraft (collectively, “Drones”) by private parties is subject to all licensing and approval requirements of applicable state and federal governments, as well as applicable governmental and/or quasi-governmental agencies.

B. Proper Use. Drones may not be used for recreational purposes on Common Elements or to conduct surveillance or observation of a third party on Association Common Elements or property owned or occupied by someone other than the party conducting the surveillance/ observation without said third party’s knowledge and consent. Use of Drones to invade the privacy of a third party’s home or property (including, but not limited to, recording of activities within a home or property) is prohibited.

C. Use of Drones to monitor Common Elements or activity thereon is prohibited without the prior express written authorization of the Association.

D. Notwithstanding the foregoing, use of Drones for the following limited purposes is permitted: evaluating damage by insurers or their agents, aerial photography of a home by a licensed real estate agent, broker, or real estate professional agent, in conjunction with the marketing or sale of a home in the Towne Point community.

VI. MISCELLANEOUS

A. HOME BUSINESSES

A.1. Legal Requirements. Every business wholly or partially operated in a residence must be licensed by all required government offices, including with the City of Port

Townsend. The City zoning laws strictly apply to every lot in Towne Point. The Owner can be required to furnish proof of such licensing to the Association.

A.2. Use of premise. Home businesses that meet the requirements of the City of Port Townsend must operate entirely inside the home. The presence of any business activity on the yard or lawn, driveway, Green Belt, or carport are prohibited. The Association may grant waivers in exceptional and temporary cases.

B. RENTAL PROPERTIES

B.1. Notification. Owners shall have the right to rent their property to third parties. Owners shall promptly notify the Association office of the name and telephone number of the person or persons renting from them. Owners with rental properties in Towne Point are required to provide a copy of these 'Rules & Regulations' to each renter.

B.2. Family Rentals. If an owner's relative(s) is allowed by the owner to live on the property while the owner lives elsewhere, then that relative(s) will be treated as a renter for purposes of these 'Rules & Regulations.'

B.3. Responsibilities. The renter must comply with these Covenants and any applicable By-laws and the 'Rules & Regulations' adopted by the Association. The owner shall remain primarily responsible to the Association for such compliance by the renter and shall remain liable for any assessments levied hereunder.

C. EXTERIOR DWELLING RESTRICTIONS

C.1. Additional (or Accessory) Dwelling Units A.D.U.). No one may live in an A.D.U. not properly permitted by the City of Port Townsend. No one may live in a recreational vehicle or trailer of any sort in Towne Point without permission from the Association. All permissions so granted will include a time limit.

C.2. Overnight camping on a property is prohibited for longer than two days without permission from the Association.

VII. EXTERNAL ISSUE RESOLUTION

The Association is unable to help, or is legally forbidden to help, with the following incomplete list of problems which can sometimes arise: excessive noise, animal behavior, drone flying, nudity, personal violence including domestic disturbance, illegal open fires, narcotics trafficking, and any assumed criminal behavior. Residents should promptly notify law enforcement, animal control, East Jefferson Fire and Rescue, or other government offices if this type of disturbance arises. Do not be shy to call 9.1.1 should you sense a dangerous situation.

VIII. FINES AND PENALTIES

A. ESTABLISHMENT OF A VIOLATION

Definition. Any activity or condition taking place on any lot in the Towne Point community area that is in direct opposition to the plat, declaration, Articles of Incorporation, Bylaws, (referred to in the Association's governing documents), is considered a violation under this enforcement policy. Any activity or condition present on any home or lot that violates these 'Rules & Regulations' is also considered a violation under this enforcement policy.

B. FINE POLICY

When a home or lot owner, or a resident, visitor, guest, agent, licensee, or tenant of the owner violates the provisions set forth in any section above, there shall be grounds for assessment of a monetary penalty, hereafter called a 'fine.' The home or lot owner shall be deemed personally responsible for such violations, and specifically assessed to each violation.

C. FINE PROCESS

The basic procedure when a violation is suspected by the Association is that a series of notifications is sent to the suspected violator, as follows.

1. A 'First Notice' is sent by mail, and the alleged violator is given a period of ten days to correct the violation. Unless the violation threatens the community in some manner, e.g., an outdoor fire, in most cases the time allotted to correct the violation will be ten days. The Association strongly urges all residents or owners who receive the 'First Notice' to reply to the Association to enter a notice of mitigation, or to appeal the violation.
2. The appeal process is to notify the Association that an appeal is desired. This appeal must be done in writing, or by notifying the Office during its posted hours within ten days of the alleged violator receiving this First Notice. This appeal, when received by the Association halts the first timer, and starts a fresh ten-day period to allow for mitigation. If it cannot be resolved in the second period, or if no appeal was filed, then a Second Notice is sent.
3. A 'Second Notice' is sent by mail, acknowledging the failure of the alleged violator to either mitigate or to respond to the 'First Notice,' and urging the violation be remedied or appealed to the Association. An "Initial Fine" will be levied beginning with this notice after no response from the ten-day initial "First Notice," or when the appeal period of the 'First Notice' has elapsed with no mitigation.
4. A 'Third Notice' is sent by registered letter after ten days of non-reply, non-contact, or non-mitigation following the "Second Notice." This letter announces that the levy will begin per the schedule of fines which includes the 'Daily Fine.' The "Daily Fine" will accrue daily when the 'Third Notice' is sent, and the fines will continue until either mitigation has been established by the Board, or the "Fine Cap" is reached.

D. FINE APPEAL PROCESS

1. The notice of appeal for the violation must reference the violation cited in the original First Notice.
2. A quorum of the Board will meet to review the Appeal.
3. Should the Board deny the Appeal, the fine structure will continue to be applied. The judgement by the Board of an Appeal is final.

E. VIOLATION SCHEDULE

There are four categories of fines, Schedules A through D, with the severity increasing from Schedule A to Schedule D.

Schedule A is for a violation that is not continuing; e.g., a fire works violation. Schedule 4 is applied to the most egregious type of violation that Owners refuse to mitigate; e.g., hoarding junk or permanently parking in the street.

Each fine schedule refers to sections in this “Rules & Regulations” document for defining the violation.

SCHEDULE A FINES:

The initial fine is \$50 (fifty dollars). There is no Daily Fine. This fine schedule applies to these sections of this document:

- II.C. Fireworks and Explosives
- II.E.2 Recreational Fires
- II.E.3. Mandatory Fire Reporting
- VI.B.1 Rental Properties Notifications
- VI.C.2 Overnight Camping

SCHEDULE B FINES

The Initial Fine is \$25 (twenty-five dollars). The Daily Fine is \$5 (five dollars), and the Fine Cap is \$500 (five hundred dollars). This fine schedule applies to these sections of this document:

- II.A.1. General Standards
- II.B. Antennas
- II.D Free Items
- III.A. Signs and Displays
- III.B. 1. Political Signs
- III.B.2. Message Signs
- III.C. Flags
- III.D. Non-Commercial Signs
- III.E. Special Signs
- III.F. Home Business Signs
- III.G. Location Restrictions
- III.H. Written Permission
- IV.I Guest Parking
- V.B. Drones
- V.C. Drones
- V.K. Storage Lot

SCHEDULE C FINES

The Initial Fine is \$25 (twenty-five dollars). The Daily Fine is \$10 (ten dollars), and the Fine Cap is \$1,000 (one thousand dollars). This fine schedule applies to these sections of this document:

- II.F. Green Space Incursion
- IV.A. Vehicle Limits
- IV.B. Parking Surfaces
- IV.C. Off-Driveway Parking
- IV.D.1. Large Vehicles
- IV.D.2. Vehicle Off-Premise Requirements
- IV.E. Licensing
- IV.F. VIN Requirements
- IV.G. Operational Status
- IV.H. Over-Night Parking
- V.J. Guest Parking

VI.A.1 Legal Requirements

VI.A.2 Use of Premise

SCHEDULE D FINES

The Initial Fine is \$50 (fifty dollars). The Daily Fine is \$20 (twenty dollars), and the Fine Cap is unlimited in value. This fine schedule applies to these sections of this document:

II.A.2. Gross Trash and Clutter

II.E.1. Prohibited Fires

IV.H. Overnight Parking

MISCELLANEOUS VIOLATIONS

Dues for the Association are due quarterly, and are assessed on the first of January, April, July, and October. Penalties and other information is available under the Documents tab on the Towne Point web site titled "Late Fee Policy."

F. FAILURE TO PAY FINE

Owners are responsible for all fines resulting from violations found at their property and properly assessed per this document. Remedies available to the Association for non-payment can include attaching a lien to the property, foreclosing on property, and legal action against the owner. In every case, the Association will charge any and all legal fees and any other fees or expenses the Association may incur to the case against the property or owner, and it will charge all expenses for recovery against the property or owner.