# **Timberidge Condominium Association**

#### House Rules

The following House Rules have been developed to ensure harmonious living within Timberidge. All present and future owners, tenants and occupants of any home within Timberidge are subject to these rules. Any person who purchases, leases, rents or occupies any unit thereby agrees to abide by the covenants, conditions and restrictions as set forth in the Declaration, Bylaws and these House Rules.

# **Residence and Use Restrictions**

All residences shall be used exclusively for single family residential purposes except for home professional pursuits not requiring regular visits from the public or unreasonable levels of mail, shipping, trash or storage provided that there exists no external evidence thereof.

A unit owner may lease their unit, but such lease arrangement must be in writing, may not be leased or rented for a term of less than thirty (30) days, must comply with the terms of the Association governing documents, must not be for transient or hotel purposes, must provide that the failure to comply in all respects with the Association governing documents shall be a default under the terms of the lease, must allow for the landlord and/or Association to complete a background check on the tenant(s), and a copy of all leases and rental agreements shall be given to the Association.

#### **Parking**

No vehicle which shall not be in an operating condition shall be parked or left on the Property. Such vehicles are subject to impound.

Parking spaces shall be used for parking vehicles only and shall not be converted for living, recreational or business purposes.

Outside parking spaces are for the purpose of parking, not storage, of vehicles. A vehicle not in operating condition shall be considered stored. A vehicle is considered stored if it is not in operating condition or if it is left dormant for a period thirty (30) consecutive days. Such vehicles are subject to impound.

All residences shall register their vehicles with the property management. Each unit is allowed two (2) vehicles on the property, three (3) on approval of the Board of Directors. A non-registered vehicle left on the property for a period exceeding seventy-two (72) hours, consecutive or accumulative in any week, is subject to impound.

No boats, snow machines, motor homes or other recreational vehicle shall be stored anywhere on the property for longer than twenty-four (24) hours.

There will be no automotive repair or maintenance conducted in the open anywhere on the Property.

At no time will vehicles be parked on ANY portion of lawns, private or common. Residents and their visitors will take care when driving though the neighborhood to avoid cutting corners or backing into grass areas.

#### Nuisances

No noxious or offensive activities shall be carried on any where within the community, nor shall anything be done therein which might be, or may become, an annoyance or nuisance to the community.

Motorcycles, loud vehicles, car stereos should be maintained to a minimum while entering or exiting the community.

All residents shall conform to Municipal "Quiet Hours", 10:00 pm until 7:00 am.

## **Pets**

No animals, livestock or poultry of any kind shall be raised, bred, or kept in any unit, except domestic dogs, cats or other normal household pets, provided that they are not kept, bred or maintained for commercial purposes.

Maintenance of dogs and cats is restricted not to exceed 25 pounds each.

Dogs and cats shall be restrained at all times to prevent them from becoming a nuisance. Restrained shall be defined as on a leash, held by a person capable of controlling the animal. At no time shall pets be allowed on or in common areas unsupervised, unleashed, or tethered to buildings or landscaping. The Association will strictly enforce the Municipal Leash Law in regards to pet maintenance.

The number of dogs, cats and birds is limited to two (2) each.

Pets walked on Association common grounds shall be cleaned up after immediately. Failure to do so can result in a fine assessment to cover the cost of a dog waste removal company.

Should any dog or cat belonging to a unit owner be found unattended and not being held on a leash by a person capable of controlling the animal, such animal may be removed by the Board of Directors (or person designated by them).

Any unit owner shall be absolutely liable to each and all remaining owners, their families, guests and invitees, for any damage to person or property caused by any pets brought or kept upon the property by an owner or by members of his family, guests, licensees or invitees.

#### **Exterior**

No exterior modifications, changes, additions, etc may be completed without prior review by the board of directors. This process takes a *minimum* of ten (10) days. Homeowners will be responsible for costs incurred to correct any unapproved modification, change, addition, etc. Requests for modifications need to be on the approved form available from the management company.

NO basketball standards or other athletic fixtures, including skateboard and/or bicycle ramps.

NO signs, posters, displays or other advertising devices of any character shall be erected or maintained on, or shown or displayed from, the residences without prior written approval having been obtained from the Board of Directors; provided, however, that the restrictions of this rule shall not apply to any sign or notice of customary and reasonable dimension which states that the premises are for rent or sale. The Board of Directors may summarily cause all unauthorized signs to be removed and destroyed.

There shall be no exterior storage of any items, including trash cans.

All Unit Owners shall maintain their Units in a clean and well maintained condition.

Decks shall be maintained in a clean and orderly fashion. No visible storage of any kind is allowed on decks.

In accordance with local fire code, propane and other combustibles cannot be stored on decks or within 10 feet of combustible buildings. Barbeques and open flame cooking devices shall not be used on the decks or within 10 feet of combustible building surfaces.

Proper window coverings must be used in the windows visible from the street (no blankets, sheets, flags, foil, etc.). Article XXIII Executive Board, Section 23.2 Powers and Duties

Christmas decorations may be placed for display no sooner than October 1, and must be removed no later than January 31 (excluding "City of Light" white lights, which are removed after the last musher of the Iditarod crosses the finish line). All other holiday decorations shall be removed promptly at holiday end.

# **Preventative & Emergency**

Any person authorized by the Board of Directors shall have the right of access to all portions of the Property for the purpose of correcting any condition threatening a unit or common areas. In cases of emergencies, no request or notice is required for entry and such right of entry shall be immediate, whether or not the unit owner is present at the time.

## **Violations**

The Board of Directors reserves the authority to establish, make and enforce compliance with such additional rules and regulations as may be necessary, with the right to amend the same from time to time and to impose reasonable fines for infractions of all rules and regulations.

On January 28, 2010, the Board of Directors adopted the following schedule of fines for violations: First violation \$100.00; Second violation \$200.00; Third violation \$300. If the violation continues, the Board of Directors may seek injunctive relief by legal action, the cost of which will be billed back to the unit owner involved.

The application of terms in the above shall be interpreted by the Board of Directors as that which a reasonable person, under reasonable circumstances, would normally interpret the application of terms to be.

Article VI, Section 2 of the Declaration states that there shall accrue with each delinquent assessment a late charge of Five Dollars (\$5.00), together with interest at the maximum rate permitted by law on such delinquent sums. Since the Association's accounting software does not have ability to assess a dollar amount and an interest amount together, and to collect a late charge in an amount reasonable and as a deterrent to discourage the late payment of common assessments, the Board of Directors unanimously confirmed and agreed on January 27, 2010 to set a late charge in an amount to represent Five Dollars (\$5.00), AND together with interest at the maximum rate permitted by law on such delinquent sums and hereby adopts a \$10.00 per month late charge.

The application of terms in the above shall be interpreted by the Board of Directors as that which a reasonable person, under reasonable circumstances, would normally interpret the application of terms to be.