

# **TIMBER RIDGE CONDOMINIUM**

## **Information Guide Rules & Regulations 2014**

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## ***INTRODUCTION***

Welcome to Timber Ridge Condominium. Built between 1977 and 1978, Timber Ridge consists of eight buildings containing a total of 49 townhouse units, two stories with basement, situated on an attractive 6.269 acre site with extensive mature landscaping in the Village of Mount Kisco, NY. There are 25 two-bedroom units and 24 three-bedroom units.

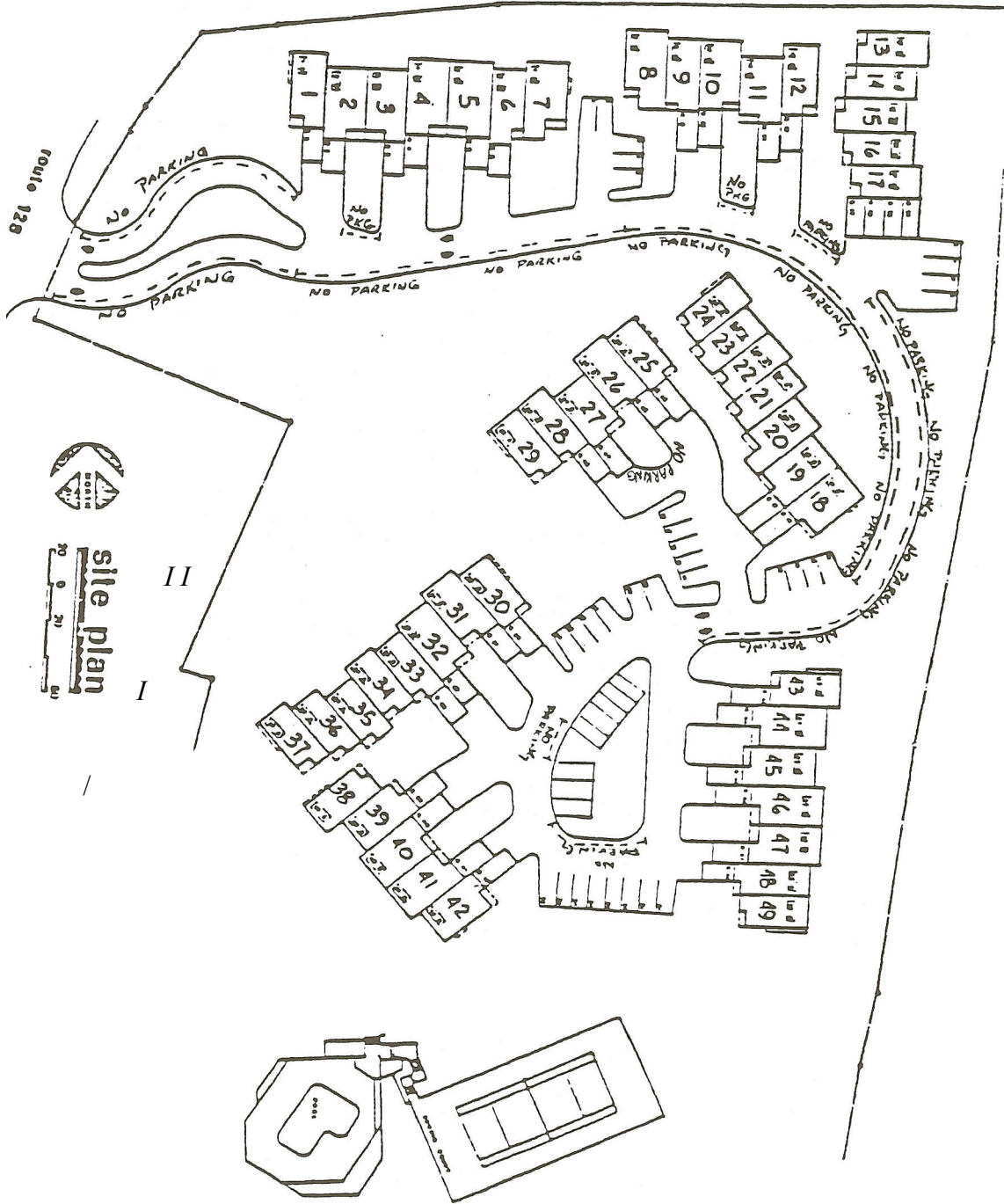
This brief Information Guide has been prepared for all our Unit Owners and Residents. It sets forth the Rules and Regulations governing the Condominium and contains information concerning questions that may arise in day to day living at Timber Ridge. In no case should any of the material presented here be construed to contravene the By-Laws, Declaration of Condominium, House Rules and/or any Amendments thereto.

Condominium living, by definition, creates certain interdependence among all residents and Unit Owners. The Rules and Regulations governing Timber Ridge Condominium, some of which will be discussed herewith, were adopted to provide a safe, clean and harmonious environment while simultaneously protecting and enhancing each Owner's investment.

Please contact the Managing Agent or Members of the Board of Managers for clarification of any of the information contained in this Guide or for answers to questions not addressed.

### *THE BOARD OF MANAGERS*

*TIMBER RIDGE CONDOMINIUM January 2014*



## ***IMPORTANT TELEPHONE NUMBERS***

### Mount Kisco:

Police Department	241-1100
Police Emergency Calls	666-8795
Fire Department	666-4600
Highway Department	666-8193
Town Hall	241-0500

## ***EMERGENCIES***

From time to time, and always without notice, emergency situations may occur involving the common elements. Occurrences such as building electrical failure, main waste line back-ups, exterior water leaks or broken pipes within an exterior wall are the responsibility of Timber Ridge Condominium.

Interior problems, such as leaky faucets and/or toilets, appliance malfunctions, air conditioner malfunctions, thermostat malfunctions, door and/or window breakage, fireplace and heat flues, dryer venting, as well as unit circuit breakers and/or interior plumbing or electrical problems, are considered the individual Unit Owner's responsibility.

For the remedial work involved with any of these problems, the Unit Owner must make private arrangements. If it is found that an emergency call is the result of a Unit Owner-created problem, or that the problem is one that is the responsibility of the Unit Owner, the Unit Owner will be billed for the service call and the repair, including the materials used.

After hours *emergency* calls should be directed to the office of the Managing Agent (24 hours a day):

**Heritage Management**  
**914-276-2619**

For your information, the Condominium is responsible for only those conditions involving the common elements. These include not only physical property such as roads, walkways, lawns, pool and tennis court, but the exteriors of all units, e.g. outside walls, roofs, window frames, walks and driveways as well as the structural elements. The Declaration of Condominium contained in the original Offering Plan contains a more complete description of the "common elements" .

## ***THE MANAGING AGENT***

Heritage Management Services was appointed Managing Agent for the property in January 2011. The agent assigned to handle operating affairs is **Martin Popovic**. He may be contacted at the following address and telephone number:

**Heritage Management Services, LLC**

PO Box 265, Somers, NY 10589

Voice (914) 276-2619, Fax (914) 276-2784

E-mail: martin@heritagemanage.com

The Heritage Management office is open from 8:00 a.m. to 4:30 p.m., Monday through Friday for conducting routine business matters. In an after hours *emergency*, a call to the office number will direct the caller to dial a live operator who will follow a predetermined procedure to reach the Agent for your property.

Requests for service or other information are best put in writing to the Somers office at PO Box 265 to ensure a timely and satisfactory response. Do *not* include letters or other correspondence with your monthly common charge payments, which go directly to a bank lockbox at the bank and not to the office of the Managing Agent.

## ***THE BOARD OF MANAGERS***

The affairs and business of Timber Ridge Condominium are conducted in accordance with the Declaration of Condominium and By-Laws and managed by the Board of Managers. Board membership consists of five (5) Unit Owners who are elected by the Unit Owners at the Annual Meeting for two (2) year terms. The Annual Meeting is now held in December. Vacancies created by resignations are filled by vote of the remaining Board Members.

No Board Member seeks nor enjoys special status, favors or compensation. Therefore, it is understandable why each one, when not actively engaged in Board business, should be afforded the same right to quiet enjoyment and privacy granted to all residents.

In addition to conducting the Annual Meeting, the Board of Managers convenes regularly throughout the year to manage the business of the Condominium. The Board's primary responsibility is to manage the affairs of the Condominium as an entity, but it serves also to consider the concerns and requests of individual Unit Owners and residents. Those who seek such assistance are invited to submit their requests *in writing* for the Board's consideration. The dates and times of upcoming meetings can be determined by calling the Managing Agent or a member of the Board.

The meetings are generally held at least once per month. During the year there may be additional Unit Owner meetings if there is an item of concern that the Board of Managers feels should be brought to the attention of the Unit Owners.

## ***FINANCIAL OVERVIEW***

The operating expenses of the property need to be adequately covered by the income of the Condominium. In addition to large items, such as insurance, landscaping and snow removal, expenses include all monies spent for the goods and services required to run and maintain the Condominium on a daily basis. Many of these costs are not static and are subject to fluctuations. Income currently consists of the monthly common charges imposed on all Unit Owners and interest earned on Reserve Funds. The monthly charges are normally fixed from one year to the next. As the operating expenses increase, it is mandatory that income be compensatingly increased. The Board of Managers has the authority to levy assessments, if needed.

Monthly common charges and special assessments, if any, are billed to Unit Owners by the Managing Agent at the first of each month. Remittance is expected within ten (10) days.

There is a \$25 late charge imposed on any outstanding common charges or assessments owed by the Unit Owner. This charge is levied on unpaid balances as of the 10th day of each month.

A copy of the Annual Financial Statement is available each year to all Unit Owners. The Statement is prepared by an independent public accounting firm and covers the fiscal year January 1 through December 31st. The budget covers the same time frame, and is compared to actual expenses periodically during the year by the Board of Managers to assure that expenses projected are reasonable.

The Condominium maintains a Reserve Fund to provide for possible emergency requirements and to establish a "reserve" for future repairs and replacements.

## ***MAINTENANCE POLICY***

The Condominium is responsible only for those conditions involving the common elements of Timber Ridge. These common elements include the physical property, such as roads, walkways, lawns, pool and tennis court, and the exterior of all units such as roofs, outside walls, walks, driveways and structural elements, *excluding* windows, screens, doors, storm doors, garage doors and air conditioners. Additional information may be found in the Declaration of Condominium and By-Laws.

Interior problems, such as malfunctions of appliances, plumbing, windows, doors, HVAC ducts, air conditioning, fireplace and heat flues, thermostats, oil burners, dryer venting, etc., are the responsibility of the individual Unit Owner.

## ***WINTER WEATHER PRECAUTIONS***

During winter months, frigid temperatures create the possibility for water pipes to freeze and burst. It is suggested Unit Owners take the following precautions, especially when absent from the units:

1. Leave your thermostat set at least at 60°, particularly where the kitchen has an outside wall.
2. Leave the doors open beneath all water facilities (kitchen and bathroom sink areas). This will allow the warm air throughout the unit to circulate to these piped areas, thus reducing the possibility of a freeze-up.
3. Remember to drain your outside spigots. Pipes freeze in colder weather and may burst, resulting in flooding. All spigots have a small petcock located indoors where the supply water line feeds to the outdoors. You must unscrew the petcock to drain any residual water. Hold a small pail under the petcock and back it out the "open" position. Let the water drain out (usually a small amount) and leave the petcock in the open position. In the Spring, you must remember to screw the petcock back to avoid indoor flooding when the spigot is in use.
4. Outside Lights: During expected snow storms, the Board suggests you leave you're outside walkway lights on to help facilitate the removal of snow on your walk.
5. Heat Tapes: Some units have heat tapes, those Unit Owners need to turn the tapes on by November 15<sup>th</sup> and off by April 15<sup>th</sup>.
6. Shovel Decks: Unit owners are responsible to keep their decks free and clear of snow and ice.

## ***INSURANCE***

Various insurance risks exist for condominium owners, so it is therefore recommended Unit Owners carry their own insurance to cover several areas of specific concern. An Association Unit Owners Policy is a package type of policy, which means it includes protection for several types of losses. Listed below is a brief description of some of the important coverage afforded by the typical individual Unit Owner policy.

### ***Contents - Personal Property Coverage***

This coverage protects furniture, furnishings, clothes and all personal belongings. Condominium Unit Owners should look to protect these valuable items. A policy can be purchased that would provide coverage for the full cost of replacing your contents after a covered loss. This coverage can also be tailored to provide protection for high valued items such as jewelry, fine arts, antiques, etc. Protection for personal property can also be written to properly insure against water damage caused by leaks originating outside your unit.



### Personal Property Valuation

This policy can be written on actual cash value which is the cost to replace less depreciation. Or, for a nominal premium, you may elect to choose *Replacement Cost on Contents* coverage which eliminates the depreciation factor in valuing your property.

### Loss of Use

This coverage will pay for the costs of temporary living quarters in the event you could not live in your home after a covered loss. It includes reimbursement for miscellaneous extra expenses (such as food or laundry costs) up to the amount stated in the policy.

### Additions & Alterations or Improvements & Betterments Coverage

The Condominium Association Master Policy typically provides coverage for the buildings themselves. The individual Unit Owners are responsible for certain original installations plus any permanent improvements or changes made to the unit (i.e., paint, wall coverings, carpeting, window treatments, shelving, wall units, cabinets, built-ins, light fixtures, bathroom and kitchen fixtures, etc.).

### Personal Liability Coverage

Each Unit Owner should have his or her own personal liability coverage. Given the increased number of lawsuits today with awards ranging up to six or seven figures, one could easily find oneself facing an extreme financial loss. Personal liability protects against claims resulting from alleged bodily injury or property damage for which you may be legally liable and typically covers: any judgments against the Unit Owner, legal defense costs, and immediate medical aid to injured persons.

This coverage normally excludes auto and business related claims and you would be covered up to the liability limit stated in your policy for each accident.

### Medical Payments

This coverage pays for medical costs of non-policyholders (those not in your immediate family) up to the stated limit. It will pay many minor claims regardless of who is responsible.

### Loss Assessment Coverage

This covers assessments levied by the Board caused by a peril insured against for damage to property owned in common by the Association members.

Each Unit Owner should contact his or her own insurance agent and inquire about a Condominium Owners Policy that can be tailored to meet each person's own specific needs.

## ***SATELLITE DISH INSTALL***

Residents are permitted to install a satellite dish, only after obtaining the prior written consent of the Board, which shall be granted pursuant to the following conditions and which has been developed for the mutual benefit and protection of all Unit Owners. Failure to abide by them may lead to the imposition of fines against the Unit Owner and/or the requirement that the dish be removed at the Unit Owner's sole expense and responsibility:

- 1) Prior to installation, the Unit Owner must provide the managing agent with the required **indemnification agreement** signed by the Unit Owner(s) releasing Timber Ridge Condominium (the "Condominium"), the Board and all other Unit Owners from any and all liability arising out of, or in connection with, the installation and maintenance of the satellite dish.
- 2) Only **one (1) dish**, not to exceed twenty inches (20") in diameter, may be installed.
- 3) Installation **MUST** be done by a **licensed and insured** service vendor.
- 4) The Unit Owner is solely responsible for any and all damage, exterior and interior, to the unit resulting from, or in connection with, the installation, including, but not limited to, leaks, structural damage or aesthetic damage as may be determined by the Board in its sole discretion.

## ***OIL TANKS***

In past years, the Board of Managers has required Unit Owners to acknowledge former House Rule #24 which advised of individual Unit Owner responsibility for replacement of failed in-ground oil tanks. The Condominium is responsible for any oil tank that leaks. The unit owner is responsible for the underground oil feed lines to their respective burner and furnace. All tanks were replaced in 2002 with new 300 gallon capacity tanks that have a thirty-year warranty.

It is important for each unit owner to acquire the services of a local fuel delivery company for deliveries as well as ongoing maintenance and yearly mechanical checkups. Management can provide the name of several local companies and cooperative associations that can provide these services.

***SELLING YOUR UNIT?***  
***You Need a Release from the Board***

*The Managing Agent must be notified of a pending sale as soon as possible to ensure preparation of documents in time for the closing. Issuance of Closing documents takes a minimum of two (2) weeks.*

In the event a Unit Owner intends to sell his/her unit, no documentation (i.e. certification of payments or insurance certificates) or appraisal support services can be provided unless the following criteria have been met and/or submitted to the Managing Agent in advance:

1. Letter advising the Managing Agent of the sale and requesting the Closing documents.
2. Fully executed copy of the Contract of Sale.
3. Check for \$200 *Administrative Fee* payable to Managing Agent, for preparation of closing documents (payable by Seller).
4. Check for \$75 *Mortgage Financing Fee* payable to Managing Agent, if purchase is being financed (payable by Purchaser).
5. Name and address of Purchaser's Bank for Insurance Certificate.
6. Anticipated Closing date.
7. Payment by Seller of all Common and/or Sundry or special charges through the end of the month in which the Closing will be taking place and full payment of all assessments, if any.
8. Check for *Capital Contribution* payable to Timber Ridge Condominium, in the amount of \$500 (payable by Purchaser).

The Managing Agent will provide the following transfer documents as necessary:

1. Completed Property Questionnaire from lender(s) for prospective purchaser, if requested.
2. Letter of Common Charge Account status.
3. Certificate of Insurance for Purchaser.
4. Power of Attorney.
5. Copy of this Information Guide to be given at Closing to the Purchaser.

NOTE: Issuance of a Waiver and other Closing documents require a minimum of two (2) weeks.

**Unit Owners are reminded that the loan to market value ratio may not exceed 80%, i.e. you may not have total mortgage indebtedness on the unit in excess of 80% of the current appraised value.**

## ***LEASING YOUR UNIT?***

### ***You Must Get Prior Approval From the Board***

1. No Unit Owner may lease his/her unit without the prior written consent of the board.
2. No Unit Owner may lease his/her unit during the first two years of ownership
3. No lease can be longer than a **One Year term**.
4. No Unit may be leased for more than 3 years in any 5 year period.
5. No more than 4 (four) units maybe leased at any one time.
6. You must submit a check for \$50 made payable to the Managing Agent

In the event a Unit Owner intends to lease his/her unit, please contact the Managing Agent for the following forms to be completed for review by the board:

1. Timber Ridge Lease Application
2. Credit Application

Upon approval by the board:

1. Unit owner must provide signed copy of the lease
2. Tenant must sign the bottom of each page of the Information Guide Rules & Regulations booklet.

## ***REFINANCING YOUR UNIT?***

### ***You May Need the Assistance of the Managing Agent***

As a matter of procedure, the Managing Agent may be called upon to provide information on the Condominium and/or specific documentation for a Closing to a lending institution on behalf of a Unit Owner in conjunction with a refinance or home equity transaction. For this work, which is for the benefit of that particular Unit Owner, the Managing Agent is authorized by the Board of Managers to charge a *Refinance Fee of \$25*.

Among the Managing Agent's responsibilities and typical prerequisites to any refinances are the following:

- Completion of all appraisal and property questionnaires from prospective lenders.
- Provide evidence and details of appropriate insurance coverage, including Certificate of Insurance evidencing lender as certificate holder.
- Provide Letter of Common Charge status.

All requests should be made to the Managing Agent in writing at least two (2) weeks prior to Closing to ensure timely preparation of refinance documents.

**Unit Owners are reminded that the loan to market value ratio may not exceed 80%, i.e. you may not have total mortgage indebtedness on the unit in excess of 80% of the current appraised value.**

## **MISCELLANEOUS**

### Trash Disposal

- Trash is picked up by the Town on **Thursday** mornings.
- Recycling of cans and metal is picked up **Tuesday** and should be deposited in the special recycling containers to be purchased from the Town.
- Newspapers and other paper products to be recycled should be placed at the curb, tied in bundles or contained in a paper bag, on **Wednesday**.
- The Town may change this schedule at any time.
- Trash and recyclables and any other pick ups should not be put out until 8:00 p.m. the evening before the pick-up.

Please be aware that the above schedule changes during holiday periods.

### Pest Control

For all pest complaints, please contact Heritage Management and not Royal Flush directly. Royal Flush will not complete any work without an official work order from the Management Company. Once the Management Company receives the pest complaint they will schedule the work with Royal Flush as per contract.

### Snow

Timber Ridge hires a private contractor to plow the main roads, parking lots and driveways. Please use caution when going up or down the hill in inclement weather.

### Directory

Timber Ridge publishes a list of Unit Owners and their telephone numbers which is updated annually and distributed to all Unit Owners.

## ***POOL RULES***

### **1. GENERAL**

- (1) **Access.** The Swimming Pool is solely for the use of Residents and their guests. Resident means an owner occupant of, or a tenant in, a Unit and members of their households.
- (2) **User Risk.** Use of the Pool is solely at the user's risk. The Condominium is not responsible for any injury sustained when using the Pool.
- (3) **Arrears.** Residents of Units with arrears of more than **one (1)** month in any amount due the Condominium may not use the Pool. This also applies to tenants resident in Units where owner may have leased the unit in violation of Condominium documents.
- (4) **Guests.** The host Resident must accompany guests at all times. An adult Resident must accompany guests under the age of 12. Other than the Pool Area four (4) person guest limit, common sense and courtesy should prevail in the number and frequency of guests.
- (5) **Fines.** The Condominium may levy a fine for the misuse of the Pool. Anyone intentionally causing damage will be liable for the total cost of repairs.

### **2. SWIMMING POOL**

- (a) **Season.** Pool opens Memorial Day weekend and closes Labor Day weekend. For the most part, the Pool is open weekends in June and daily once school closes.

- (b) **Hours.** Operating hours, unless otherwise posted, are:

<u>Weekends/Holidays:</u>	10:00 AM - 7:00 PM
<u>Weekdays:</u>	11:00 AM - 7:00 PM

- (c) **Lifeguards.** The lifeguard on duty is in charge of the Pool Area and has full authority to: (i) create and enforce any temporary rules should the occasion arise, (ii) close the Pool in the event of inclement weather, water quality, or any other Pool problems, (iii) re-open the Pool only when safe to do so and (iv) ask anyone disobeying Pool regulations or acting in a disorderly manner to leave the Pool Area for one or more days, as appropriate.

**THE POOL CANNOT BE USED WITHOUT A CERTIFIED CONDOMINIUM LIFEGUARD BEING ON DUTY.**

- (d) **Guests.** The guest limit is four (4) people per day; please use common sense and courtesy in view of the capacity limitations of our Pool Area. It also would be appreciated if Residents limited the frequency of guests, especially on weekends.

(e) **Children.** The following apply while in the Pool or Pool Area:

- Baby carriages are permitted, but please be considerate in view of the limited space
- **Children under 12 years old MUST be accompanied by an adult at all times**
- ***Children who are not toilet trained MUST wear rubber pants or swim diapers in the pool.***
- ***Diapers MUST be changed in the bathroom, not on the pool deck. .***
- ***Disposable diapers MUST be put in plastic bags and placed in the trash cans outside the pool area.***

(f) **Hygiene.** Please shower before using the Pool. All persons having skin lesions, inflamed eyes, mouth, nose, or ear discharge, having any type of visible infections, or bandage shall NOT be permitted to use the pool.

(g) **Food/beverages.** Alcoholic beverages of any kind are PROHIBITED AT ALL TIMES. Food and non-alcoholic beverages are permitted ONLY at the tables in the Pool Area. Individuals eating or drinking in the approved area MUST clean up after themselves. Individuals violating these rules will be requested to comply or leave the Pool Area.

(h) **Not permitted.** The following are **NOT PERMITTED** in the Pool Area:

- Bicycles, in-line or roller skates or skateboards
- Diving, diving apparatus, running, wrestling, and excessive noise
- Any GLASS containers, bottles or other glass objects
- Radios, cassettes or CD players unless used with headphones
- Barbeques
- Pets
- Smoking

(i) **Lounge Chairs.** Lounge chairs are available on a “first come, first served” basis and may not be saved for others. Lifeguards will remove from lounge chairs any towels or other property left by anyone leaving the pool area for more than 30 minutes so that others may use the lounge.

(j) **Equipment** - Rafts, floats, tubes and snorkels may be used in the pool area, at the lifeguard’s discretion. Kick boards, child and infants floatation devices are acceptable.

(k) **Cell phones** – use of cell phones within the fenced pool area is prohibited. If a resident receives a call, they must move outside of the fence area to continue the conversation.

(l) **Attire** - Only proper bathing attire is permitted in the Pool.

(m) **Personal Property.** The Condominium is NOT responsible for personal items brought to the Pool Area. Residents are solely responsible for their own personal property.



- (n) **Private Parties.** MUST have the prior written consent of the Board of Managers, and are subject to a \$50 special user fee. In addition:
- a) The managing agent must be notified two weeks prior to the scheduled event by the resident.
  - b) All pool parties are limited to no more than three hours.
  - c) Parties are not permitted on weekends or holidays.
  - d) If a resident plans to have a party of six or more guests, the unit owner/renter must pay in advance an additional fee to hire a second lifeguard

## ***TENNIS COURT RULES***

1. The use of the tennis courts is under the supervision of the Board of Managers which reserves the right to modify these rules or institute new rules as it deems necessary.
2. The tennis courts are not to be used for any activity except tennis playing. Bicycle riding, roller skating/blading, skateboarding, baseball and basketball playing, and **pets** etc. are strictly prohibited.
3. Tennis players must wear smooth-soled tennis shoes. Tennis etiquette suggests that appropriate tennis attire be worn.
4. Guests may use the tennis courts only when accompanied by a Unit Owner who will be responsible for any property damage caused by the guest.
5. The Board of Managers may reserve the tennis courts for tournaments, team matches, lessons or other events as necessary.
6. When others are waiting, court use is limited to one (1) hour.
7. The tennis courts are reserved for adult use first. Those under 18 years of age may use the tennis court only if no adult is waiting to use the court.
8. Unit owners may not use the tennis courts for entrepreneurial activities.

## ***PARKING RULES AND REGULATIONS***

Timber Ridge is a small community with limited space for parking. Our 49 units consist of 34 with a garage and 15 without a garage. There are only 30 unassigned parking spaces to accommodate second cars and guest parking for 49 units. The Board feels that a few simple rules, combined with common courtesy, will make parking as easy and as fair as possible for all primary residents. To that end, the Board has written parking rules as follows to reflect what we perceive to be the will of the majority of Unit Owners. If anyone feels unduly burdened by any of the following, the Board of Managers will consider written requests for exceptions, on a case-by-case basis.

1. **Automobile Registration:** You must be a “**Resident**” of Timber Ridge to register your vehicle and receive a parking sticker. All resident’s vehicles must be registered with the Managing Agent and the DMV. Upon registration, the Managing Agent will issue an official parking sticker to be displayed in the lower right-hand corner of the front windshield. In order to obtain your official parking sticker, a registration form needs to be filled out and sent back to the Managing Agent along with copies of your Current Vehicle’s Registration and your Driver’s License (showing Timber Ridge address). Registration forms may be obtained from the Managing Agent. **Non-resident owners** and guests are not entitled to a parking sticker. **Unit Owners are responsible for registering a new car with the managing agent.**
2. **Primary Parking Space:** Each unit has either a reserved space or a garage as its primary parking space. **The garage must be accessible for the parking of a vehicle.** Your vehicle must fit in your garage or assigned parking space, otherwise, it may not be parked on the premises. When parking in a space, please pull forward and center your vehicle, in order to provide maximum road width and accessibility for people parked next to you.
3. **Unreserved Spaces:** Between the hours of **11:00 p.m. and 7:00 a.m.**, no unit is permitted to have a car parked in an unreserved space, unless there is a car parked in the unit’s primary space, be that a garage or driveway, or reserved space, and no unit is permitted to use more than one (1) unreserved space. This refers to the unit’s registered cars, not guests. If you are a primary resident and you must park in an unreserved spot for more than five (5) consecutive days, you must contact the managing agent. (i.e vacation).
4. **Vehicles Per Unit:** Each unit may register one (1) vehicle for each licensed driver who is a resident in the unit, except that no unit may register more than three (3) vehicles.
5. **Guest Parking:** Unit Owners are responsible for making sure their guests and contractors park appropriately, in non reserved spaces, in order to avoid a fine and/or towing.
  - a. All guests are required to display a Yellow “Timber Ridge Guest Pass,” on the dashboard, whenever they are parked at Timber Ridge, between **11:00 p.m. and 7:00 a.m.** **Any unidentified vehicle is subject to towing.**
  - b. A guest may park on the premises **overnight, ONLY in the upper lots by the Pool** for up to three (3) nights, after which consent to park on the premises must be obtained from the Board.
6. **Blocking access:** Blocking access to a neighbor’s garage, stairs, walk, parking space, or vehicle may result in vehicle towing, without notice, and at the owner’s expense.

7. **Fire Zones and Tow Away Zones:** Any vehicle that parks in a Fire Zone may be towed, without notice, at the owner's expense. These TOW-AWAY ZONES are indicated by signs and on the color-coded site plan. Emergency vehicles and Fire Department apparatus must have access to Timber Ridge, at all times.
8. **Seasonal Parking: From November 15 to April 15,** parking is NOT permitted along **both sides of the roadway**, because the snow plow must have access to the roadway at all times when needed. Vehicles may be towed, without notice, for violating this rule. Seasonal maps (color-coded) that clearly identify current tow-away zones are available from the managing agent.
9. **Motorcycles:** Motorcycles may only be parked on the property from April 15 - November 15, in the area indicated on the seasonal map. Motorcycles may not be parked in an unreserved parking space or on the grass.
10. **Commercial Vehicles:** Campers, boats, buses, or trailers are not permitted to be parked on the premises at any time. Other commercial vehicles, such as limousines, workman's vans, moving vans and delivery trucks, are not permitted to be parked on the premises between **11:00 p.m. and 7:00 a.m.**, except for emergencies.
11. **No Parking On Grass:** Fines may be issued to Unit Owners who park on the grass. In addition to a fine, the Unit Owner will be charged for the cost of any repairs to any damaged areas.
12. **One Way:** Traffic around the circle is one way, and all vehicles are required to bear right, at the entrance to the circle, for the safety of all residents.
13. **Driving Speed:** The Board recommends a maximum safe speed of 15 mph, throughout Timber Ridge. Please be aware of your speed and help protect our children and pedestrians.

### **Fines**

The Board adopted the above rules to promote the safety and enjoyment of all Unit Owners, and we believe they reflect common sense and courtesy. We hope that everyone will respect the rules, and we never have to issue a ticket or assess a fine. But, ...

1. The Board of Managers and the managing agent are responsible for issuing tickets, assessing fines and calling the towing company.
2. Violations may result in a fine of fifty dollars (\$50) per violation, or having a car towed **without notice.**
3. The Board encourages all Unit Owners to be vigilant and to report any suspicious looking or unidentified vehicles, parking violations, or any other safety or parking issue that you notice. Please call any Board member or the managing agent.

## ***RULES AND REGULATIONS***

1. The Units shall be used for singly family residence only; except that they may be used as professional offices by a resident thereof provided such professional use does not violate zoning regulations and provided further that the prior consent of the Board of Managers to such professional use is obtained. The Garages and Parking Spaces shall be used only for the parking of an automobile.
2. There shall be no obstruction of the Common Facilities nor shall anything be stored in the Common Facilities without the prior consent of the Board of Managers, except as hereinafter expressly provided. Each Unit Owner shall be obligated to maintain his own Unit and keep it in good order and repair.
3. No acts shall be performed nor any materials of whatsoever nature or description stored in any Unit or the Common Facilities which will increase the rate of insurance of the Buildings or the contents thereof, beyond the rates applicable for Residential Units without prior written consent of the Board of Managers. No Unit Owner shall permit anything to be done or stored in his Unit or in the Common Facilities which will result in the cancellation of insurance on any of the Buildings or the contents thereof or which would be in violation of any law. No waste shall be committed in the Common Facilities.
4. Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of any of the Buildings, and no signs, awnings, canopies, shutters or radio or television antennae shall be affixed to or placed upon the exterior walls or roofs or any part thereof without the prior consent of the Board of Managers.
5. No animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Facilities except that dogs, cats, or other household pet, not to exceed two per Unit, may be kept in the Units subject to the Rules and Regulations to be adopted by the Board of Managers provided they are not kept, bred or maintained for any commercial purposes and provided, further, that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the property upon ten days written notice from the Board of Managers.
6. No noxious or offensive activities shall be carried on in any Unit or in the Common Facilities nor shall anything be done therein either willfully or negligently which may be or become an annoyance or nuisance to the other Unit Owners or occupants.
7. No acts shall be performed upon or to any Unit, or on or in the Common Facilities, which will impair the structural integrity of the Buildings or which will structurally change the Buildings.
8. No clothes, sheets, blankets, laundry of any kind, or any other article, shall be hung out or exposed on any part of the Common Facilities. The Common Facilities shall be kept free and clear of rubbish, debris and other unsightly materials.

9. The use of the Common Facilities and Recreational or other facilities acquired by the Board of Managers by lease or otherwise, by all the Unit Owners and all other persons authorized to use the same, shall be subject at all times to the By-Laws and such Rules and Regulations as may be prescribed and established governing such use, or which may be hereafter prescribed and established by the Board of Managers.
10. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, may be conducted, maintained or permitted on any part of the Property. No use or practice shall be permitted on any part of the Property which is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the Property by its residents. All valid laws, zoning ordinances and regulations of governmental bodies having Jurisdiction thereof shall be observed.
11. The Board of Managers shall have the power to make and amend such Regulations as may be necessary to carry out the intent of these use restrictions and to amend these restrictions.
12. Each Unit Owner shall be entitled to share in any surplus over and above a reasonable reserve established by the Board of Managers of the Condominium, and shall be liable for Common Expenses in the same percentage as the individual Unit Owner has in the undivided interest of the Common Elements and Facilities.
13. The Board of Managers shall have the right to levy, without further legal action, liquidated charges for violations of these regulations and such other rules and regulations which may be duly adopted by it. For each day that a violation continues after notice, it shall be considered a separate violation. Any charge so levied is to be collected as a Common Charge against the particular Unit Owner involved, and collection may be enforced by the Board of Managers in the same manner as it is entitled to enforce collection of Common Charges. Such levy of charges shall not replace or abrogate any action for damages or injunctive relief as provided by law.
14. No one, no unit owner, no one hired by or retained by a unit owner, no guest or tenant may make any additions, alterations, improvements, replacements or changes whatsoever, structural or non-structural, to the exterior of a unit or garage, whether a part of the Common Elements or not, without the prior written consent of the Board of Managers. The exterior of a unit includes, but is not limited to siding, foundation, windows, doors, roof, garage door, front porch, rear deck, mail box, door frames, window frames, chimney and exterior light fixtures. Satellite dish installations require the prior written consent of the Board.
15. Garbage must be placed in durable plastic or metal containers with a securely fastened lid. No plastic bags are to be used unless placed inside said container.
16. All common charges must be received by the designated agent on or before the 10<sup>th</sup> of each month for which payment is due. Unit owners will be notified in writing of any change in the designated agent.
17. Additions, alterations, improvements, or any changes whatsoever may not be made to a Common Element nor can anything be constructed in or upon, or removed from a Common Element without the prior written consent of the Board of Managers.

18. A Unit Owner may not store more than one cord of wood (4' x 8' x 4'). Wood may not be stored in a Unit or in the garage. Wood stored must be kept in the rear of the owner's unit at least three (3) feet from the building.
19. Vehicles may not be parked at any time in those areas designated as "No Parking" zones on the attached site plan. From November 15 through April 15, vehicles may be parked only in garages or designated parking spaces. Unit owners are responsible for illegally parked vehicles belonging to their visitors.
20. Dogs may neither be let loose on Timber Ridge Property, nor walked without a **leash**.
21. **Prohibition of canine waste.** No person owning, harboring, keeping, walking or having custody or control of a dog, shall cause, permit, suffer or allow such dog to soil, defile, defecate on or commit any nuisance in any Common Area (as such term is defined in the Declaration of Condominium), including, but not limited to any common thoroughfare, sidewalk, passageway, recreation area or green area. Each and every person as set forth above shall be responsible for immediately removing all feces deposited by such dog by using scoops, shovels, brooms, togs or any similar implement and thereafter deposited in a container used for refuse disposal only. In no event shall any feces be deposited in sewers or drain.