

Timberline Condominium Homeowner's Association Rules and Regulations

The Board of Directors of Timberline Condominium Association desires to establish, adopt, and enforce the following House Rules. These rules and regulation are intended to compliment the Condominium Declaration and By-Laws. In the event of a conflict between the Rules and Regulations and the Declarations and the By-Laws, the Declarations and By-Laws shall prevail. These rules are in addition to state and local laws and ordinances, which provide for additional penalties.

COMMON ELEMENTS

- a) The condominium owners shall maintain their respective units in a first class manner.
- b) Personal property may not be left unattended on the common elements.
- c) No exterior additions or alterations shall be allowed without the prior written approval of the Board of Directors.
- d) Any damage to general or common elements or property caused by an owner, owner's agent or employee, pet or tenant/guest of a unit owner shall be repaired or replaced at the expense of that unit owner.
- e) Quiet Hours are 10pm-8am.

RIGHT TO ENJOYMENT OF UNIT

- a) Any activity is prohibited which interferes with the right of any owner or resident to enjoy his unit. Such activities include, but are not limited to, excessive noise at any time, excessive pedestrian traffic to and from a unit, excessive light pollution coming from a unit, or excessive police activity with respect to a unit. Any activity will be considered "excessive" if it causes the occupants of another unit to be annoyed and seriously disturbed by another activity that results in lack of enjoyment.

PETS:

- a) Pets must be on a leash at all times while on the common elements.
- b) Pets shall not be leashed or tied to any object on the common elements.
- c) Owners are responsible for all property damage, injury or disturbances caused by their pets or the pets of their family, guests, or tenants.
- d) Owners are responsible for the disposal of solid wastes of their pets.
- e) Pets shall not be boarded or left unattended at any time on patio areas.
- f) There are two pets permitted per household.
- g) Vicious and dangerous pets are prohibited.

TRASH REMOVAL

- a) The Timberline dumpster is for the exclusive use of Timberline Condominium residents.
- b) Oversized items are prohibited in the dumpster; bring these items to the County Landfill. If the association is billed for a large item pick up, or an extra pick-up, the unit owner responsible will be billed back the charge for the pick-up.

VEHICLES AND PARKING AREA

- a) Each unit is allowed two parking spaces and two parking permits. A valid Parking Permit must be displayed at all times.
- b) Parking in Timberline Condo parking lot is for residents and their guests exclusively. Owners and tenants will be responsible for legal parking of their family members, guests, and invites.
- c) Vehicles may be towed, **with or without notice**, at owner's expense for the following reasons:
 1. Double parked
 2. Parked so as to block other spaces
 3. Parked in fire lanes
 4. Parked in a no parking area
 5. Vehicle not displaying Timberline Parking Permit
- d) Due to fumes, all vehicles parked on the building side of the parking lot are to park facing in. Do not let engines warm up excessively.
- e) All vehicles are to be moved after 4 inches of snow to allow the snow plow to remove snow from the parking lot.
- f) During snow season, no boats or trailers shall be stored in the parking lot.

SMOKING

- a) Smoking **IS NOT ALLOWED** at Timberline. This includes inside all units as well as patios, common areas including, but not limited to: lawn areas, walkways, stairwells, and parking lots.

PATIOS

- a) Patios must be maintained in a presentable manner and may not be used for storage of any objects that extend above or beyond the railing and beyond the edges of the patio, without written permission from the Board of Directors. Only patio furniture, firewood, bicycles and outside children's toys shall be permitted on the patio areas.
- b) The use of **CHARCOAL GRILLS IS NOT ALLOWED** at Timberline. Only devices that comply with the amended 2003 International fire Code, which allows liquefied-gas petroleum-fueled cooking devices (propane, natural gas) with water capacity up to twenty (20) pounds to be used on combustible construction (balconies, under overhangs), may be used at Timberline.
- c) No items like garments, rugs, household items, are to be hung on or over the railing of the patios.

RENTAL PROPERTY

- a) The owner is responsible to provide a copy of the Rules and Regulations to his tenants and advise the tenant that Timberline Condo Association is a covenant controlled community.
- b) The owner of a condominium unit shall provide to the Timberline HOA management company a copy of the name, phone number and emergency contact number of the management company they are using to lease or rent their unit.

WATER USAGE

Since water is a common expense:

- a) We urge owners and residents, should they have dripping faucets, running toilets, etc., to please have the problem fixed immediately.
- b) Unit owners are responsible for the hot water heaters in their units. Please have these maintained regularly to prevent them from deteriorating and causing damages to the unit or other owners' units.

EXTERIOR ITEMS

- a) Windows: Unit owners are responsible in keeping window screens and frames in good condition. Screens shall be replaced if torn and bent. Owners are also responsible for broken windows and shall have them replaced immediately. Any construction or item in windows must conform to the décor of the building and not detract from the value of the property.
- b) Outside Walkways: All condo unit owners are required to inform their family members, guests or renters that there is to be no running, biking, rollerblading or skateboarding on the back walkway.

INSURANCE

- a) It is the responsibility of each owner to maintain general liability insurance coverage on his/her own condominium unit for personal injury and property damage. A copy of the Certificate of Insurance must be provided to the Timberline Condominium Association.
- b) All insurance claims involving another unit must be approved by Management, who will advise the owner of the next steps to be taken. Do NOT have items repaired before contacting Management. Do NOT contact the Association's Insurance Agent prior to getting directions from Management on how to proceed with your claim.

DUES

- a) The quarterly dues are subject to change based on the repairs, maintenance and inflation expense each year. The quarterly dues are due by the 15th of the quarter.
- b) Late charges will be assessed. Any dues which are 90 days past due will be assessed \$200.00 each month until paid.

INSPECTIONS:

- a) Unoccupied condos are inspected regularly for any major maintenance items such as broken pipes, flooding, doors, windows, boiler inspections, heat control etc. This inspection is necessary to minimize any damage to the individual units as well as to the adjoining condos; therefore the inspections are mandatory for the safety of all.
- b) The Association and the management company reserve the right to enter into any unit for any reason as long as 24 hour notice is given. All attempts at contacting the owner via phone or email will be made, but if contact cannot be made, the 24 hour notice period will begin once a letter has been delivered to the unit. Owners or tenants need not be present to accept notice letter for this notice period to begin.

ENFORCEMENT OF RULES AND REGULATIONS: The Board of Directors and/or Managing Agent have the authority to enforce fines against owners for violation of the Rules and Regulations. Fine schedule for all rule violations:

First offense	Warning Letter
Second offense	Right to a Hearing \$ 50 fine (dependent upon hearing results)
Third offense	Right to a Hearing \$250 fine (dependent upon hearing results)
Fourth and subsequence offenses:	Right to a Hearing \$500 fine (dependent upon hearing results)

If a hearing is requested by the involved party, the hearing will be set by the Board of Directors. Non attendance at any hearing will forfeit any arguments that the responsible party would have made and the Board will proceed with fines as necessary. Payment of all fines and damages are due within 30 days of billing. If fines aren't paid within 30 days, a follow-up letter will be sent by certified mail. If the fine or damage assessment isn't paid within 90 days, a lien will be placed on the property. Any violation will escalate the fine schedule to the next level. If there are no violations of any type for a period of one year after the most recent violation, the fine schedule will reset to the First offense.