

RULES AND REGULATIONS

INTRODUCTION

It is essential in condominium living that each Owner regulates the occupancy and use of his or her unit. Certain general rules and regulations are therefore necessary to provide guidelines for the Owners of the Units and for all persons in the units, whether permanently or temporarily. Successful condominium living requires cooperation among the residents, and these rules are the framework for that cooperation.

The Board of Directors shall be responsible for enforcing the Rules and Regulations. The Board may add or revise rules as may be required. Any issue pertaining to these rules and regulations or to the management and operation of Timber Ridge Village II shall be directed, in writing and signed, to the Board of Directors.

1. USE

A. Each unit shall be used as a single family residence only. (Sec. XII of Declaration of Condominium).

2. GENERAL RULES AND REGULATIONS

A. The exterior of the buildings and all other common areas shall not be painted, modified or added to in any manner without the written consent of the Board. (Sec. XIX of Declaration of Condominium). The area behind the privacy fences of the first floor units of the two story buildings and the area back of the entrance walk between the screened porch and garage of the units in single story buildings are to be considered privacy areas of the applicable unit. Owners may add tasteful plants in these areas, SUBJECT TO APPROVAL OF THE BOARD. These plants must be maintained by the owner.

B. Owners, their tenants, guests or employees shall not cut, prune, trim or remove any landscape planting with the exception of the "privacy gardens" as covered in the previous paragraph of 2A.

C. Second floor apartments: There should be no shaking of rugs, towels, etc. and no throwing, sweeping or ejecting of dirt or other substances from the doors, windows or balconies.

D. Hanging or placing of clothing, bed linens or other items is not permitted on walkways, steps, railings, balconies, porches or patios.

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E. Screened porches and balconies are considered part of the living portion of the units and should contain only furnishings used in normal living quarters. Bicycles are permitted.

F. No owner, tenant or guest shall cause noises that disturb the comfort and convenience of others. (Sec. XII of the Declaration of Condominium).

G. Second floor units: Laundry equipment is to be used only between the hours of 8:00am and 9:00pm.

H. All trash and garbage shall be in closed suitable bags and deposited in dumpsters. All boxes, packing cases, etc. are to be flattened before being placed in the appropriate container in the dumpster enclosure. Only those items marked with the recyclable symbol shown on the outside of a recycling container shall be placed in that container.

I. Owners are responsible for the repair of any damage or defacing of common property which they, their tenants, their guests or employees have caused.

3. PETS

A. "ALL" pets must be registered with the Condominium Association through the Management Agent. (Section XXXI, Par. J of Declaration of Condominium.)

B. Upon application to purchase or lease, a "Pet Registration Form" with photograph needs to be completed and submitted. "ONE" (1) pet - per unit, not to exceed thirty (30) pounds is permitted. (Section XXXI, Par J of Declaration of Condominium). "All" PETS must be registered, this includes those obtained subsequent to occupancy.

C. Under no circumstances shall animals of any species be kept, bred or maintained in any Unit or condominium property for any commercial purpose.

D. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the unit and condominium within three (3) days of written notice from the Board of Directors of the Association to the offending person.

E. All pets will be kept on a leash when outside and with prompt cleanup of waste products. This waste is to be disposed of in a closed container and deposited in a suitable receptacle such as a dumpster.

4. PARKING - VEHICLES

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A. Each first floor unit has one (1) deeded parking space in addition to the garage. Each second floor unit has two (2) deeded parking spaces. (Sec VI, Par B of the Declaration of Condominium). Owners with more than two (2) vehicles must arrange for parking off the Village II grounds.

B. Owners, tenants, guests and their employees must park in the unit deeded parking spaces or garage. Parking in another space without the owner's permission is prohibited.

C. No vehicle shall be parked in such a manner as to impede or prevent ready access to another owner's parking space or garage.

D. The Association will not be responsible for damage to an absent resident's unattended vehicle should it become necessary to move it in an emergency or if it interferes with an Association improvement or repair program. Keys to the vehicle must be available to the Association Manager at all times. The Association will make all reasonable efforts to advise the owner in advance of the necessity to move the vehicle.

E. It is the owner's or tenant's responsibility to insure that their guests do not park in someone else's parking space.

F. There will be no parking on the street or in entrances to the cul-de-sacs at any time by residents or guests to insure access for emergency vehicles.

- G. All vehicles must:
- a). Drive no faster than 15 miles per hour
 - b). Obey all traffic signs

H. No changing of motor vehicle fluids such as motor oil, transmission fluid, coolants, etc and no major vehicle repairs will be permitted.

I. No owner or renter may have commercial lettering on their vehicles.

J. Vehicles that are unsightly because of severe rust, un-repaired damage, expired registration or insurance, or are mechanically inoperable are not permitted and will be removed at the owner's expense after a second notice of violation.

K. Motor vehicles or bicycles must not be driven, ridden or parked on grassy areas or sidewalks.

ALLOWED: Passenger vehicles - 24 hours a day, 7 days a week

Passenger vehicles are defined as:

- *Two (2) and four (4) door sedans
- *SUV's and Station wagons
- *Lift Backs
- *Coupes or Convertibles
- *Vans designated as passenger non-cargo carrying vehicles without commercial lettering or living facilities but have windows on all four (4) sides

DAYTIME ONLY ALLOWED: Sunrise to Sunset

- *Trucks
- *Pickup trucks
- *Motorcycles - 2 and 3 wheels, Trikes
- *Scooters - motorized
- *Golf carts

PROHIBITED -- NEVER **

- *Trailers
- *Boats and boat trailers
- *Buses
- *ATV's (All Terrain Vehicles)
- *Motor homes/RV's

**ANY EXCEPTION MUST HAVE PRIOR BOARD APPROVAL

5. GROUNDS

- A. Lawn chairs and etc. must be removed from Common areas after use.
- B. Roller blades, skateboards and non-motorized scooters are NOT permitted.
- C. Barbecuing equipment may be used on lawns and paved areas but must be removed and stored after use. Equipment which contains bottled gas of any type must not be stored in any building in Village II. Second floor units may store their gas or charcoal grills at the base of their stairs. Electric grills are permitted on second floor balconies and covered screened porches. Subject to local ordinances.

D. Bicycles may be stored at the base of the stairs for second floor units, at your own risk. Page 5

6. USE OF GARAGES

A. Garage doors must be kept at least two-thirds of the way closed unless work is being performed which requires frequent access to the interior of the garage and must be completely closed if the residents are not at home.

7. SIGNS

A. No signs of any type may be posted on units or condominium property. (Sec. XII G, of Declaration of Condominium).

8. BUILDING MODIFICATIONS-EXTERNAL

A. "Application for Home Improvement" must be submitted prior to any changes on the exterior of the condominium. This application is to be submitted to the management company. Board approval must be obtained before the start of any project.

9. STORM PRECAUTIONS

A. Prior to the onset of a hurricane, tropical disturbances or forecasted high winds the Management company or the Board of Directors may decide that all items must be removed from all balconies and or porches. Thus, preventing flying objects, which could cause injuries or damage to the surroundings. As the management company is bonded, they may request access keys from each unit owner. Failure to comply will result in owner locksmith charges to gain entry to access storm damage.

10. ROOFS

A. Unit Owners, residents, members of their families, guests, employees, agents, household help and/or visitors shall not at any time and for any reason whatsoever enter upon or attempt to enter upon the roof of any building within the Condominium compound. Only Timber Ridge Village II maintenance personnel or vendors are permitted.

11. TIMBER RIDGE VILLAGE II EMPLOYEES/MANAGEMENT COMPANY

A. No unit owner or resident shall direct, supervise, or in any manner attempt to assert any control over the employees of the Association.

12. RENTAL AND RESALE OF UNITS

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A. Restrictions pertaining to rental and resale are covered in Section XIII, Par. A through I of the Declaration of Condominium and Procedure #1021.

B. Applications for purchase or lease may be obtained from the Association Manager.

C. Each application for purchase or lease must be accompanied by a copy of the actual sale or lease contract.

D. Applications must be returned in a timely manner. Please, allow 30 (thirty) business days for processing.

E. No rental or sale can take place without prior approval of the Board of Directors of the Condominium Association. **UNDER NO CIRCUMSTANCE IS THE UNIT TO BE OCCUPIED PRIOR TO NOTIFICATION OF APPROVAL. (PROCEDURE #1021)**

F. No rooms may be rented and no transient tenants may be accommodated.

G. Subletting by the lessee is not permitted.

H. A guest of a lessee or owner, whether or not the lessee or owner is in residence, may not occupy a unit for more than thirty (30) consecutive days in a year.

I. Units shall not be rented for a period of less than one (1) month.

13. RULES ENFORCEMENT AND PROCEDURE

A. Owners/Residents should report what appears to be a rules violation to the Manager of the Association in writing. This report must be dated and signed with their address and telephone number. Upon receipt of a completed complaint of violation, the Association Manager will investigate the alleged violation. If it is determined that a violation has occurred, the Association Manager will warn the violator against continued rule infraction and keep a record of the warning for future reference. Incomplete reports will not be investigated.

B. If a violation persists, a letter will be sent to the violator.

C. In the event of continued violations, the Board of Directors will take necessary legal action.

D. All requests by owners for a waiver to any rule or regulation must be submitted in writing to the Association Manager for Board consideration.

14. PROCEDURE #1022 - Use of unit by other than registered owner.

Reference: By-laws Article IV, Item #10, Page 4, Rules and Regulations.

Effective: October 14, 1994

In order to provide as much protection as possible for the property and possessions of all owners in Village II, the following procedure will be adhered to.

1. Owners allowing the use of their unit to other family members or friends during their absence must submit the following information in writing to the Timber Ridge Village II Condominium Board of Directors.

- A. Relationship of Guest to Owner
- B. Time of Arrival
- C. Length of Stay -- Not to exceed thirty (30) days
- D. Vehicle -- Year, Make, Model, License Number and State

2. These persons must be guests, not renters. Rental of units for less than one (1) month is not permitted.

3. It is the owners' responsibility to assure that their guests understand and abide by the Associations' Rules and Regulations.

4. The Board of Directors will not be responsible for providing access to the unit at any time.

5. Any deviation from this procedure must be approved by a majority of the Board of Directors.

15. Procedure #1021 - Application for Sale, Resale or Lease of Village II Units.

Reference: Declaration of Condominium Section XIII, Paragraphs A through I, Pages 14,15 and 16.

Effective: October 14, 1991

1. The "Purchase/Lease Application" may always be obtained from the Management Company.
2. Copies of the "Rules and Regulations" may always be obtained from the Management Company.
3. The "Declaration of Condominium of Timber Ridge Village II" documents may be obtained from the Management Company, however, a fee may be charged.
4. Note: It has been the practice that when units are sold, the "Declaration of Condominium" documents are left with the unit.
5. Return the completed application, with a copy of your "Purchase/Lease Agreement" and all necessary fees to the Management Company.
6. Upon receipt, the documents will be reviewed. Applications that are incomplete will be returned for further completion and resubmitting.
7. Please, allow thirty (30) business days for processing.
8. Background checks will now be done on the Applicant (s).
9. Upon completion of the above, the Management company will notify the Interviewer/Committee.
10. The Interview/Committee will now receive a copy of the their Application and Purchase/Lease agreement.
11. An interview will be done. The method of the interview will be at the discretion of the Interviewer/Committee.
12. Upon completion, a recommendation will be made to the Board for approval or rejection.

13. The Management Company will be notified of this decision.

14. The Management Company will now notify the appropriate person of approval or rejection.

15. Applications rejected by the Board will be returned to the Applicant.

16. Applications that are approved will continue to be processed.

17. Under no circumstances is the unit to be occupied prior to notification of approval or completion of the application process.

18. Applicant (s) unable to be interviewed due to unavailability will be required to submit a letter to the Board stating that the applicant (s) has read and will abide by the Rules and Regulations and Declaration of Condominium Documents of the Association. Their application will continue to be processed. After arrival, the applicant will notify the management company they are available for their interview.

19. Any deviation from this procedure must be approved by a majority of the Board of Directors.
