# TIMBERGROVE HOMEOWNER'S & CONDOMINIUM ASSOCIATION, INC. SUPPLEMENTAL RULES & REGULATIONS

Effective December 1, 2011

The following Rules and Regulations shall supplement the original Timbergrove Homeowners' & Condominium Associations, Inc., herein after known as "TGA", documents, and said supplemental rules and regulations shall now be included in and become a part of the original Timbergrove Homeowners' & Condominium Associations, Inc. Rules & Regulations.

1. OFFICER/BOARD MEMBER'S MINIMUM QUALIFICATIONS & ACCOUNT STATUS — Effective January 1, 2012, in order to be qualified to be elected as an Officer and serve on the Board of Directors, the Owner's full time residence must be one of the on-site Timbergrove Units and they must regularly reside within said Unit. Should an existing Office or Board of Director move out of Timbergrove prior to the end of their elected or appointed term, said Officer or Director shall, upon move-out, immediately resign from the Board of Directors and the remaining elected Board of Directors may appoint an interim Director to complete the resigning Officer or Director's position until the next regular Annual Owner's Meeting & Elections.

No Owner shall be elected or allowed to serve on the Board of Directors, in any manner whatsoever, who's Association account(s) are delinquent more two (2) calendar months. Should an Officer or Board of Director allow their account(s) to become delinquent, as herein provided for, more than twice in any given year shall be automatically removed from the Board of Directors by the remaining Board of Directors. And a replacement Director may be appointed by remaining Board of Directors until the next regular Annual Owner's Meeting & Elections.

No Owner shall be elected or serve on the Board of Directors that are involved in any violation of Association Rules, Regulations, By-laws or Covenants(s) for more than five (5) calendar days. Any member of the Board of Directors in violation (as herein provided for) shall be automatically and immediately removed from the Board of Directors by majority vote of the remaining Board of Directors. Said offending Board Member(s) may be reinstated by 2/3 majority vote of the remaining Board Members once, in the sole opinion of the remaining Board Members, said violation/offense has been resolved.

An elected Officer or Board of Director who fails, in the sole opinion of the majority of remaining elected Board of Directors, to attend routinely scheduled Board of Director meetings shall be removed by said remaining Board of Directors. The remaining elected Board of Directors may appoint an interim Director to complete the term of the Officer or Director being removed until the next regular Annual Owner's Meeting & Elections.

- 2. OWNER REQUIRED REPAIRS: Owner's failing to immediately, upon reasonable written notice from the Board of Directors or Management Company, make any needed repairs that, in the opinion of the Board of Directors or Management Company, adversely affect any other Timbergrove common element(s) or another Owner's Unit shall be subjected to an initial fine of \$250.00 and an additional \$25.00 for every day that the needed repair is not completed.
- 3. RENTAL UNITS: Effective December 1, 2011, a fully executed copy of initial lease document and subsequent renewal(s) will be forwarded to the Management Company and placed in the

Unit file prior to any tenant/lessee moving into the any Timbergrove Unit. Failure of Owner to forward a copy of said document(s) shall result in an initial fine of \$100.00 and additional \$25.00 fine for each day thereafter that Owner fails to provide said lease document. Owners will be required to complete and provide the Management Company a reasonable, in the sole opinion of the Board of Directors, background check for review and written approval by the Board of Directors prior to the full execution of any lease document between Owner and tenant/lessee or tenant/lessee moving into any Timbergrove Unit.

Effective December 1, 2011, the total number of rental Units within Timbergrove Development shall be limited to no more than twelve (12) rental Units at any given time. Owners desiring to rent their Units shall be placed on a rental request list maintained in the Management office. When the number of rental units drop to twelve (11) rental units, the next Owner on the waiting list shall be given the opportunity to rent his/her Unit. Said right shall continue for up to sixty (60) calendar days beginning the day after written notice is provided to Owner by the management company. If said Owner is unable to rent his/her Unit within the stated sixty (60) calendar day period, the next Owner on the list shall be given the opportunity to rent their Unit within the next sixty (60) calendar days. This rotation shall continue in an effort to provide everyone with an opportunity to rent their respective Unit(s).

"Section 8" rentals, or any similar subsidized rental programs, shall not be permitted within the Timbergrove Development. Any violation of this rule shall result in an initial fine to the Owner(s) of the offending Unit of \$250.00 plus an additional daily fine of \$25.00 per day until said violation has been disconnected by the Unit Owner(s)

These supplemental Rules and Regulations have been approved by unanimous vote of the Board of Director Members present at the November 17, 2011 Board of Directors meeting as attested by signature below by the 2012 President and Secretary of said Board of Directors.

Tracey Montgomery, Secretary

Date: i) 17.11

William Cosey, President

William Cosey, Presid

# TIMBERGROVE HOMEOWNER'S & CONDOMINIUM ASSOCIATION, INC. SUPPLEMENTAL RULES & REGULATIONS

Effective August 1, 2007 (revised 5.23.07)

The following Rules and Regulations shall supplement the original Timbergrove Homeowners' & Condominium Associations, Inc., herein after known as "TGA", documents, and said supplemental rules and regulations shall now be included in and become a part of the original Timbergrove Homeowners' & Condominium Associations, Inc. Rules & Regulations.

#### A. RENTAL OF UNITS

Failure by Unit Owner to forward, prior to move-in, a copy of a lease between the Unit Owner and Tenant for the Unit Owner's Unit to the TGA Board of Directors, Unit Owner shall be fined initially \$100.00 and \$50.00 for every 30 days thereafter that the violation continues. The initial lease term shall not be for less than twelve (12) concurrent calendar months. Failure by Unit Owner to use the TGA Approved Lease form, herein attached and known as Timbergrove Homeowners' and Condominium Association Standard Lease and, furthermore, being a part of these Rules & Regulations, Unit Owner shall be fined initially \$100.00 and \$50.00 every 30 days thereafter that the violation continues. Lease renewals, which shall be at the option of the Unit Owner, will be negotiated by letter agreement for a renewal term of not less than twelve (12) months. Copy of letter renewal will be forwarded to the TGA Board. Resident relatives of Unit Owners will be defined as Tenants and will be required to have a signed lease with the Unit Owner. All references hereunder to "Tenant" shall be known as "Lessee" in the attached TGA Approved Lease form.

Unit Owners shall be responsible for providing its tenants with a comply copy of all TGA rules and regulations.

Except as herein otherwise provided for, failure by a Unit Owner and/or their Tenant to comply with any provisions of the TGA Document, to include these supplemental Rules & Regulations, shall result in the Unit Owner being fined an initial fee of \$25.00 for each violation and an additional \$25.00 for every 30 days that the violation continues..

# B. STORAGE IN/ON THE COMMON ELEMENTS

No hanging plants or any other items are allowed.

Plants and plant stands will be allowed immediately adjacent the entrance of multi-family Units and on patio areas as long as they are properly maintained. These items will only be allowed in other exterior areas subject to the TGA Board approval. Chairs, tables, benches or other items will only be allowed in patio areas of multi-family Units or on the front porch areas of single family Units. These items will not be allowed in common areas or in front or visible side yards of single family units except with prior written approval from TGA Board. No other items, to include towels, clothes, mops or brooms, will be allowed to be attached or hung from any window, railing or fence, nor will pool floats and other pool items be allowed to dry outside the Unit other that within the fenced in patio area and then only so long

as they are out of sight from the surrounding common areas.

In the event toys, balls, basketball goals and any other items belonging to Unit Owner(s) and/or Tenant(s) are left or placed in/on the Common Elements, the Board of Directors shall have the right to remove said items without the need for any formal notice to Owner or Tenant. TGA shall not be responsible in any way whatsoever for loss or damage of any such items.

Unit Owners and/or Tenants shall create no obstructions of the Common Elements, nor shall they store anything in the Common Elements without the approval of the TGA Board of Directors.

No barbecuing shall be allowed in the Common Areas (including but not limited to the pool area) without the express written prior approval from the Board of Directors. All barbecuing will be confined to only the fenced in patio areas so long as it is far enough away from the building and/or fence so as not to create a fire hazard. Propane containers will not be stored in the Units.

Unit Owners or Tenants shall not have any activity or storage of anything in their Unit or in/on the Common Elements which will create a fire hazard and/or increase the TGA rate of insurance or cause the TGA's insurance to be cancelled.

#### C. POOL AREA

The use of the Pool area is for the exclusive use by Unit Owners, Tenants and their visitors/ guests for special occasions on a first come, first serve, reservation basis. Exclusive use of the Pool area shall be by prior written approval of the Broad of Directors and limited to forty (40) people for no more than a 4 hour period starting at 6:00 P.M. Monday through Friday, excluding holidays, and 3:00 P.M. on Saturday, Sunday and Holidays. Functions must conclude no later than 10:00 P.M..

There will be a non-refundable \$50.00 charge, paid in advance, for the reserved use of the Pool area by Unit Owners and Tenants. A \$50.00 clean-up deposit will also be paid at the time reservation is made and if clean-up is satisfactory, the \$50.00 deposit will be returned within 48 hours following the use of the area. If clean up is not satisfactory, the \$50.00 deposit will be forfeited, in addition to loss of the use of the Pool area for six (6) months.

Owners or Tenants using the Pool area will sign a release holding TGA harmless from all personal and property liability in the event of an accident in/on the Common Elements involving Unit Owners, Tenants and/or their visitors/ guests.

Those Unit Owners and Tenants who violate the time periods specified above or create a disturbance to other Unit Owners while using the Pool area shall be fined \$100.00 and will lose use of the Pool area for six (6) months.

Running, "horseplay", throwing balls, or other items, loud disturbing yelling and/or screaming in or around the pool shall not be permitted.

No glass containers are allowed within fenced in area of the pools.

All swimmers under the age of 13 must be accompanied by a Unit Owner or Tenant at all times.

Unit Owners and Tenants are allowed to have no more than two (2) visitors/guests using the pool, poolside or patio areas, which visitors/guests must be accompanied by the Unit Owner or Tenant at all times.

Appropriate swim wear is required. No street clothes, tank tops or cutoffs are allowed in the pool. Swimming is permitted between 6:00 A.M. and 10:00 P.M, Sundays through Thursday and 6:30 A.M. and 11:00 P.M. Fridays and Saturdays.

No pets are allowed within the fenced in pool area.

Floats and inner tubes will be allowed in the pools only until other Unit Owners and Tenants and/or their visitors/guests are in the pool, at which time floats and inner tubes must be removed.

Floats, inner tubes and other pool "toys" will not be allowed in the pools, poolside when not in use in the pool. Said items must be immediately dried off and brought inside the respective Unit.

An initial fine of \$25.00 shall be assessed for each violation of any of these rules.

### D. PARKING

In accordance with the original condo documents, each Unit Owner of the Timbergrove Condominium Association is allowed one (1) assigned parking space, known as a Limited Common Element. In order to accommodate current parking demands, the TGA rules and regulations shall be supplemented, as per the following paragraph.

Unit Owners and Tenants will be allowed one (1) assigned parking space for their vehicle no larger than a full sized panel van, which will be registered with management. Furthermore, on a space available basis ONLY, Unit Owners and Tenants will be allowed one (1) additional non-assigned parking space for their registered owned vehicle no larger than a full sized panel van. Unit Owners with more than two (2) vehicles will be allowed to park one (1) additional registered vehicle no larger than a full sized panel van in non-assigned spaces at a monthly assessment of \$50.00 on a space available basis ONLY and only then with prior written approval from the Board of Directors. Unless an Owner or Tenant obtains said prior written approval from the Board of Directors, Owner(s) and/or Tenant(s) will not be allowed more than two (2) registered vehicles no larger than a full sized panel van to park on TGA property.

For the purpose of this provision, a full sized panel van is a van with only two (2) front seats, a driver and a passenger seat; one driver's side window and one passenger side window; one driver's door and one passenger door; two rear doors, window optional; no side cargo windows; maximum of four windows not including windshield. Examples would be a full sized Dodge Ram Cargo Van; Ford Econoline or larger cargo van; full sized Chevy cargo van.

All Unit Owners and Tenants will provide management with a copy of their licensed vehicles registration. Non-registered and non-licensed vehicles will be subject to fines and/or being towed off TGA property at the owner's expense.

Unit Owners and Tenants will not be allowed to store their disabled, wrecked, or non-licensed vehicles

in their assigned or non-assigned parking spaces for more than thirty (30) days. Violators will be initially assessed \$100.00 for the initial offense. After the herein stated thirty (30) days, a notice sticker will be placed on the vehicle to advise the owner of the vehicle that it will be towed within five days of placing said sticker on the vehicle and TGA will not be responsible for any loss or damage whatsoever resulting from the towing of the vehicle thereafter.

Unit Owners' and Tenants' visitors/guests vehicles no larger than a full sized panel van will be allowed to park on TGA property no longer than 24 hours. Extended periods beyond 24 hours must have Board written approval.

All trailers and all other trucks larger than a full sized panel van type will not be allowed to park on TGA property unless prior written approval is obtained from the management office. Any trailer stored on the property of any single family Unit shall be stored out of sight. Storing or parking of trailers in driveways, behind single family Units and upon single family Unit grassy areas is specifically prohibited. Owners or Tenants violating this rule shall be assessed and initial fee for each vehicle involved in the violation of \$50.00 and \$10.00 for every day thereafter that the violation continues.

Parking in fire lanes, in front of fire hydrants, blocking other Owner(s) or Tenant(s) vehicles or parking on the street is not allowed. Parking on any single family Unit or Common Element grassy areas is prohibited. Violators will be assessed an initial fine of \$25.00 for each infraction of this rule and an additional \$50.00 for each and every re-occurring violation thereafter. Failure to move the vehicle when so notified by the Board shall allow for and additional fine of \$50.00 for each day the vehicle is in violation of this rule.

### E. SIGNS

No signs of any type will be allowed inside or outside Unit Owners' or Tenant windows, or on their doors, or anywhere in/on the Common Elements, including single family Unit grassy areas, without the expressed prior written approval of the Board. The only exception to this rule will be "For Sale" or For Lease signs and these shall be restricted to one sign in the Unit window or single family Unit front yard measuring not more and 30" in height and 30" in width. The Unit Owner will be assessed and initial fee of \$25.00 for the initial violation and \$10.00 per day that the violation continues.

### F. WINDOWS & DOORS

Blinds, shades or drapes will be required in all windows and sliding glass or French doors patio . Sheets or other material will not be allowed. Windows and sliding glass or French doors will have glass panes. Windows will have screens in good repair.

Unit Owners' will keep their entry door in good repair.

Unit Owners wanting to install new entry doors, sliding or French patio doors must have prior approval for type and color from *TGA* Board.

Violation of any of these rules will result in an initial fine of \$25.00 for each violation and an additional \$10.00 fine for each day that the violation continues

#### G. GARBAGE

Each Unit Owner within the multi-family buildings and each single family Unit Owner will be responsible for providing and maintaining in good condition at least one (1) city provided trash cart.

Garbage and trash must be disposed of in the respective Owner provided trash carts in front of the multi-family units or in front of the respective single family units per the guidelines set forth by the city contracted trash collection company.

Trash carts will not be brought to the street more than 24 hours prior to the days of scheduled trash collection and shall be removed from the street and placed out of sight within twelve (12) hours following the end of the scheduled trash collection days. Each Unit Owner within the multi-family buildings must store their garbage carts within the confines of their respective patio area enclosures. Single family Unit Owners must store their garbage carts either in their respective garages, behind yard fences or behind the single family residence. No trash or garbage is to be left on the ground around the concrete pads provided for the multi-family Unit Owners/Tenants. Boxes are to be flattened before depositing in trash carts.

No construction trash, old carpet, old furniture or other large objects are to be deposited in or around the trash collection concrete pad staging areas provided for the multi-family Unit Owners. Unit Owners/Tenants (or their contractors) are to take their trash off the premises if it cannot not be placed within the trash carts or to contact the city contracted trash collection company for special pickup of such trash. If this provision is violated by a Unit Owner/Tenant, the cost to remove such material will be assessed to the Unit Owner in addition to a flat fine of \$50.00 for each time said violation shall occur.

#### H. PETS

Unit Owners will be allowed to have one dog or a cat in their unit not exceeding 30 pounds. Unit Owners having more than one such pet or pet(s) that exceed the herein stated 30 pound limit prior to May 1, 2007 shall be grandfathered in however, once said pet(s) have ceased to exist within the Unit, said Unit Owner shall be restricted to one (1) such pet, as herein provided for, thereafter.

Tenants and visitors/guests will not be allowed to have pets of any kind in a Unit or on the Common Elements. Tenants having pet(s) in their Unit prior to May 1, 2007 will be exempt from this provision.

Animal's waste must be cleaned up immediately in the Common Elements and deposited in pet Owner's trash receptacle only.

Pets must not disturb other residents. Continued violations will require the Unit Owner or Tenant to remove the pet from their unit and TGA property.

No pets will be allowed in the pools, poolside, or in the patio areas.

When outside the Unit the pet must be on a leash.

The fine for any single violation of these rules shall be \$25.00 with an additional fine of \$10.00 per day

that said violation continues. This specifically applies to Owners failure to remove animal waste once notified of the violation.

# I. PLAY AREAS

Designated Common Area play areas for children are the grass area adjacent the pool area and the front vacate corner lot only. Children will not be allowed to play in the Common areas between buildings or in the parking areas. "Go" carts and or mini bikes are not allowed to be operated on the Common Elements.

Owners will be assessed an initial fee of \$25.00 for each violations of this rules.

# J. UNIT REMODELING/REPAIRS

Unit owners will be responsible for securing proper Building Permits and said proof of require insurance. Failure of the Unit Owner or its Tenant to cause any and all contractors to comply with these rules shall result in an initial fee of \$50.00 and an additional fine of \$10.00 for each day that the violations continues.

All Unit structural and plumbing remodeling must be approved by the TGA board. Unit Owner's contractors, in particular plumbers, electricians and A/C contractors are asked to call the Management office when first coming on TGA property. Unit Owners' contractors will be licensed and insured and will present a certificate of insurance for Liability and Workman Compensation insurance to management prior to beginning work.

Contractors called out by Unit Owners or Tenants (outside of normal business hours) for emergency repairs will be permitted without the herein stated prior management notice however, it shall be the responsibility of the Unit Owner to ensure that said contractors are properly insured and said contractors shall not be permitted to make any repairs to any common or structural element of the building or property.

#### K. TENANT NUISANCE

Should a Tenant at any time violate any of these Rules & Regulations here or within the governing condominium documents, or should the Tenant discontinue the use of the Unit for the purposes for which it was leased, or fail to maintain a standard behavior consistent with the consideration necessary to provide reasonable safety, peace and quiet to others, such as, but not limited to, being boisterous, creating undue noise, disturbance or nuisance of any nature, or knowingly engaging in any unlawful or immoral activities, and should any violation/s reoccur after two (2) written violation notices are delivered to the Unit Owner and the Tenant to cease and desist from such activity or disturbances, then TGA shall direct the Unit Owner to place their Tenant in default and immediately void and terminate the lease and Unit Owner will proceed accordingly. Should Unit Owner fail to comply with as herein provided for, Unit Owner shall be assessed and initial fee of \$250.00 and an additional fee of \$100.00 for every thirty (30) days that the violation continues. In addition, TGA will have the right to take all legal action necessary to have the Unit Owner's lease void and terminated and in the event that TGA proceeds with said legal action, Unit Owner will reimburse TGA for all reasonable attorney and court costs.

# M. QUIET TIME

Unit Owners, Tenants and their visitors/guests will not congregate or loiter in/on the Common Elements between the hours of 10:00 P.M. through the next morning at 6:00 A.M..

#### N. OCCUPANCY

Unit Owners and Tenants will be allowed no more than three (3) occupants in a one (1) bedroom unit; no more than five (5) occupants in a two (2) bedroom unit; and no more than seven (7) occupants in a three (3) bedroom Unit.

Owners who violate this rule will be assessed an initial fee of \$250.00 and an additional fee of \$100.00 for every fifteen (15) days that said violation continues.

# O. NOTICES

All notices shall be by either certified mail, regular mail, in person, or hand delivery to be attached to Unit's front door and notice shall be deemed as given under any of these forms of delivery.

# P. LATE FEES AND PENALTIES

All monthly condo fees are due monthly on the first day of each month and shall be considered late if not received in the management office by the tenth day of each month. Monthly condo fees not received in the management office as herein provided for shall subject the Unit Owner to an initial late fee of \$25.00. Thereafter, said monthly fees and late fees shall accrue interest (until paid) at a monthly rate of 1-1/2 percent until paid in full.

Any payments presented by Owner for payment of any outstanding balance(s) which are returned to management due to no sufficient funds (NSF) within Owner's account(s) or any ACH draft made with consist of Owner that is returned NSF, shall subject the presenting Owner to an additional "NSF" charge of \$25.00 payable to the Association(s) plus an additional "handling charge" of \$25.00 payable to the management company.

# R. FINES AND PROCEDURE FOR VIOLATION OF ANY RULES AND REGULATIONS:

- a. Written warning for the first violation;
- b. A \$50.00 fine for the second voilation;
- c. A \$100.00 fine for the third voilation and all subsequent violations;
- d. Each recurrence of the alleged violation for each day during which such violation continues shall be deemed a separate violation; and
- e. If applicable, removal of the pet from the TGA premises, at the Unit Owner's expense, including any attorney's fees and costs incurred by the Association in bring suit or arbitration for injunctive relief.
- f. Such fines shall be collectable as any other assessment such that the Association shall have a lien against each Unit for the purpose, as provided in the by-laws and supplemental rules and regulations.
- g. Violators shall be given written notice of the alleged violation addressed to the Unit address and/or any other address registered by the Unit Owner, in writing, with the Management Company. The violator(s) will have the opportunity for hearing before the Board of Directors upon written request made to the Board of Directors within fifteen (15) days of the notice delivered via certified mail or by hand to a Board Member or Management Company.
- h. If a hearing is timely requested, the Board of Directors shall hold same within fifteen (15) days of

its receipt of the request for hearing, and shall hear any defense to the charge(s), including any witnesses that the alleged violator(s), the Unit Owner, the Board of Directors, or other Unit Owner may produce. The Board and Violator(s) may be represented by counsel at the hearing and each shall advise the other, in writing, of said intent at least five (5) days prior to the schedule hearing giving onto the other the opportunity to arrange for its counsel to be present at said hearing.

i. Subsequent to any hearing, or if no hearing is timely requested and if no acknowledgement is timely made, the Board of Directors shall determine whether there is sufficient evidence of a violation(s) as provided herein. If the Board of Directors determines that there is sufficient

evidence, it may levy a fine for each voilation in the amount provided herein.

j. A fine pursuant to this section shall also be assessed against the Unit which the violator(s) occupied at the time of the violation(s), whether or not the violator is an Owner of that Unit, and shall be collectible in the same manner as any other assessment, including by the Association's lien right as provided in the By-laws. Nothing herein shall be construed to interfere with any right that a Unit Owner may have to obtain from a violator occupying his or her Unit a the payment in the amount of any fine or fines assessed against the Unit.

k. Nothing herein shall be construed as a prohibition of or a limitation on the right of the Board of Directors to pursue other means to enforce the provisions of various Association's documents,

including but not limited to legal action for damages or injunctive relief.

Any consent or approval given under these Rules & Regulations may be added to, amended or repealed at any time by the Board of Directors so along as any such change of modification applies to all similar Owners, Tenants, visitors or guests of the property.

If any provision of these supplemental rules and regulations, or the application thereof to any Owner or Tenant are found to invalid or unenforceable, the remainder of these supplemental rules and regulations will not be affected thereby.

(revised 5.23.07)

# TIMBERGROVE HOMEOWNER'S & CONDOMINIUM ASSOCIATION, INC. SUPPLEMENTAL RULES & REGULATIONS

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No Owner shall be elected or allowed to serve on the Board of Directors, in any manner whatsoever, who's Association account(s) are delinquent more two (2) calendar months. Should an Officer or Board of Director allow their account(s) to become delinquent, as herein provided for, more than twice in any given year shall be automatically removed from the Board of Directors by the remaining Board of Directors. And a replacement Director may be appointed by remaining Board of Directors until the next regular Annual Owner's Meeting & Elections.

No Owner shall be elected or serve on the Board of Directors that are involved in any violation of Association Rules, Regulations, By-laws or Covenants(s) for more than five (5) calendar days. Any member of the Board of Directors in violation (as herein provided for) shall be automatically and immediately removed from the Board of Directors by majority vote of the remaining Board of Directors. Said offending Board Member(s) may be reinstated by 2/3 majority vote of the remaining Board Members once, in the sole opinion of the remaining Board Members, said violation/offense has been resolved.

An elected Officer or Board of Director who fails, in the sole opinion of the majority of remaining elected Board of Directors, to attend routinely scheduled Board of Director meetings shall be removed by said remaining Board of Directors. The remaining elected Board of Directors may appoint an interim Director to complete the term of the Officer or Director being removed until the next regular Annual Owner's Meeting & Elections.

- 2. OWNER REQUIRED REPAIRS: Owner's failing to immediately, upon reasonable written notice from the Board of Directors or Management Company, make any needed repairs that, in the opinion of the Board of Directors or Management Company, adversely affect any other Timbergrove common element(s) or another Owner's Unit shall be subjected to an initial fine of \$250.00 and an additional \$25.00 for every day that the needed repair is not completed.
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Unit file prior to any tenant/lessee moving into the any Timbergrove Unit. Failure of Owner to forward a copy of said document(s) shall result in an initial fine of \$100.00 and additional \$25.00 fine for each day thereafter that Owner fails to provide said lease document. Owners will be required to complete and provide the Management Company a reasonable, in the sole opinion of the Board of Directors, background check for review and written approval by the Board of Directors prior to the full execution of any lease document between Owner and tenant/lessee or tenant/lessee moving into any Timbergrove Unit.

Effective December 1, 2011, the total number of rental Units within Timbergrove Development shall be limited to no more than twelve (12) rental Units at any given time. Owners desiring to rent their Units shall be placed on a rental request list maintained in the Management office. When the number of rental units drop to twelve (11) rental units, the next Owner on the waiting list shall be given the opportunity to rent his/her Unit. Said right shall continue for up to sixty (60) calendar days beginning the day after written notice is provided to Owner by the management company. If said Owner is unable to rent his/her Unit within the stated sixty (60) calendar day period, the next Owner on the list shall be given the opportunity to rent their Unit within the next sixty (60) calendar days. This rotation shall continue in an effort to provide everyone with an opportunity to rent their respective Unit(s).

"Section 8" rentals, or any similar subsidized rental programs, shall not be permitted within the Timbergrove Development. Any violation of this rule shall result in an initial fine to the Owner(s) of the offending Unit of \$250.00 plus an additional daily fine of \$25.00 per day until said violation has been disconnected by the Unit Owner(s)

These supplemental Rules and Regulations have been approved by unanimous vote of the Board of Director Members present at the November 17, 2011 Board of Directors meeting as attested by signature below by the 2012 President and Secretary of said Board of Directors.

Tracey Montgomery, Secretary

Date: i) 17.11

William Cosey, President

William Cosey, Presid