

Rules and Regulations

**TIMBERWOOD
Townhomes**

A Condominium Community in Plainview

Project Rules of Timberwood

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4. Unit owners shall not make or permit to be made any disturbing noises which will unreasonably interfere with the rights, comforts or conveniences of any other unit owners. All unit owners shall keep the volume of any radio, amplifier, stereo, television or musical instrument in their condominium unit sufficiently reduced at all times so as not to disturb other unit owners in any building.

* 5. Unit owners shall not permit any act or thing deemed extra-hazardous on account of fire or that will increase the rate of insurance on the premises. Unit owners shall not keep any gasoline or other explosives or highly inflammable material in said premises or storage areas.

6. No burning of any trash and no unreasonable, unsightly or offensive smelling accumulation or storage of litter, new or used building materials, garbage or trash of any other kind shall be permitted within any condominium unit or upon any common element except where expressly authorized by the Board. Trash and garbage containers shall not be permitted to remain in public view, except that garbage in sealed disposable bags may be placed at garbage pick-up points on scheduled pick-up days.

7. Unit owners shall not suffer or permit ~~anything to be thrown~~ out of the windows of the premises or down upon the grounds of the common elements or the dusting or shaking of mops, brooms or other cleaning material out of either the windows or the doors of the premises, and shall not permit anything to be placed in or hung from the outside of said windows.

8. There shall be no obstruction of any common elements. Nothing shall be stored upon any common elements without the approval of the Board.

9. No baby carriages, velocipedes, motorcycles, bicycles or other articles or personal property shall be left unattended on the grounds of the common elements.

10. The entrances, doorways, steps, and approaches thereto shall be used only for ingress and egress.

11. No structure of a temporary character, trailer, tent, shack, barn or other outbuilding shall be maintained upon any common elements at any time.

12. No clothing, laundry, rugs, wash or any other item shall be hung from or spread upon any window, patio area or exterior portion of a condominium unit, or in or upon a general common element.

13. All personal property placed in any portion of a condominium unit or any place appurtenant thereto shall be at the sole risk of the unit owner and the Board shall in no event be liable for the loss, destruction, theft or damage to such property.

~~14. The maintenance, keeping, breeding, boarding and/or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited, within any condominium unit or upon any common elements, except that this shall not prohibit the keeping of a small dog, cat and/or caged birds as domestic pets provided that they are not kept or maintained for commercial purposes or for breeding. In no event shall any animal be permitted in any of the common elements of the Project unless carried or on leash. The owner of any such animal~~

UPDATED PET POLICY 11/2017 : "The maintenance, keeping breeding, boarding and/or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited, within any condominium unit or upon any common elements, except that this shall not prohibit the keeping of dogs, cats, or any other domestic animal, not to exceed three in number provided that they are not kept or maintained for commercial purposes or for breeding. In no event shall any animal be permitted in any of the common elements of the Project unless carried or on a leash."

shall indemnify Council of Co-owners of the Project and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal in the Project. If a dog or other animal becomes obnoxious to other unit owners by barking or otherwise, the owner thereof must cause the problem to be corrected or if it is not corrected, the unit owner, upon written notice by the Board, will be required to dispose of the animal.

15. All persons shall be properly attired when present on any of the common elements.

16. Solicitors are not permitted on the Project without consent of the Board. If you are contacted by one, please notify the Board's office immediately.

17. The common elements designated as parking areas are for automobiles only. Automobiles must have current license plates and be in operating condition. No auto repairing shall be permitted on the parking areas. The Board shall have authority to designate parking space or spaces for particular units.

18. All unit owners must observe and abide by all parking and traffic regulations as posted by the Board and/or local authorities. Vehicles parked in violation of any parking rules or regulations will be towed away at the owner's sole risk and expense.

19. No buses, trucks, trailers, or commercial vehicles shall be parked in the parking areas or in driveways.

20. No boats, motorcycles or campers shall be parked or stored on parking areas. The Board may set aside a special area or areas for storage of boats, motorcycles or campers at its discretion.

21. Parking so as to block sidewalks or driveways shall not be permitted. Each unit owner expressly agrees that if he shall illegally park or abandon any vehicle, he will hold the Council of Co-owners of the Project harmless for any and all damages or losses that may ensue.

22. The water closets and other water and sewer apparatus shall not be used for purposes other than those for which they were designed; and no sweepings, matches, rags, ashes or other improper articles shall be thrown therein. The cost of repairing any damage resulting from misuse of any of the same shall be borne by the unit owner causing such damage.

23. The planting of plants, flowers, trees, shrubbery and crops or landscaping of any other type is prohibited in the general common elements immediately adjacent to the condominium units without approval of the Board.

24. Employees and agents of the Board are not authorized to accept packages, keys, money (except for condominium charges) or articles of any description from or for the benefit of the unit owners. If packages, keys, money or articles of any description are left with the employees or agents of the Board, it shall be at the sole risk of the unit owner. The Board does not assume any responsibility for loss or damage in such cases.

25. Deliveries requiring entrance to a unit owner's condominium unit will not be accepted unless the unit owner has signed an admittance slip and left a key. The Board cannot assume any responsibility for the condition in which deliveries are received.

26. Should an employee of the Board upon the request of a unit owner handle, move, park or drive any automobile placed in the parking areas, then, and in every such case, such employee shall be deemed the agent of the unit owner. The Board shall not be liable for any loss, damage or expense that may be suffered or sustained in connection therewith.

27. Any damage to the equipment, facilities or grounds of the common elements caused by a unit owner, his family or pets shall be repaired at the expense of the unit owner.

28. In compliance with Section N of the Master Deed and Declaration of Timberwood Condominiums each unit owner shall provide the Board of Administration with a Certificate of Insurance from his insurer, showing that he has the required property and comprehensive personal liability insurance in effect, said certificate to provide thirty days notice to the Board prior to cancellation of insurance.

29. All firewood from the burning season should be disposed of by May 1st. of each year. This practice over the past years has reduced substantially on the appearance of infesting beetles and termites. No firewood is allowed to be stored inside the buildings or garages. Any unit owner storing firewood in this manner is subject to a costly expense if infestation should appear. Please do not renew your firewood till after October 1st. of each year. Firewood is only approved to be stored outside on the outside corner of your patio slab.

30. The unit owner shall comply with all the Project Rules hereinabove set forth and with any other Project Rules which the Board, in its discretion, may hereafter adopt.

Certificate of Adoption

The undersigned developer and owner of all units of the Project hereby adopts the foregoing as the Project Rules of the Council of Co-owners of Timberwood Condominiums this ____ day of _____, 1973.

PLAINVIEW CONDOMINIUMS, a Joint Venture

By _____
A. Thomas Sturgeon, Jr., Attorney in Fact
Pursuant to a Power of Attorney dated
the ____ day of _____, 1973, and
recorded in Deed Book _____, Page _____, in the
office of the Clerk of the County Court of
Jefferson County, Kentucky, and under authority
retained and set out in the Declaration and
Project Rules of Timberwood Condominiums

