

**EXHIBIT C – Revised June 2023**  
**RULES AND REGULATIONS OF TIMBER OAK**

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Initial capitalized terms are defined in Article I of the Declaration. The following Rules and Regulations apply to all owners and occupants of Units. Initial capitalized terms are defined in Article I of the Declaration. The following Rules and Regulations apply to all owners and occupants of Units.

## **ARTICLE I – USE OF UNITS AFFECTING THE COMMON ELEMENTS**

### **Section 1.1 – Occupancy Restrictions.**

Units are limited to occupancy by single families, as defined in the Declaration.

### **Section 1.2 – No Commercial Use.**

Except for those activities conducted as a part of the marketing and development program of the Declarant, no industry, business, trade or commercial activities, other than home professional pursuits without employees, public visits or nonresidential storage, mail, or other use of a Unit, shall be conducted, maintained or permitted on any part of the Common Interest Community, nor shall any signs, window displays or advertising except for a name plate or sign not exceeding 9 square inches in area, on the main door to each Unit be maintained or permitted on any part of the Common Elements or any Unit, nor shall any Unit be used or rented for transient, hotel or motel purposes.

### **Section 1.3 – Electrical Devices or Fixtures.**

No electrical device creating electrical overloading of standard circuits may be used without permission from the Executive Board. Misuse or abuse of appliances or fixtures within a Unit which affects other Units or the Common Elements is prohibited. Any damage resulting from such misuse shall be the responsibility of the Unit Owner from whose Unit it shall have been caused.

### **Section 1.4 – Trash.**

No storage of trash will be permitted which would allow the spread of fire or encouragement of vermin.

### **Section 1.5 – Displays Outside of Units.**

Unit Owners shall not cause or permit anything other than curtains, blinds, conventional draperies and holiday decorations to be hung, displayed, or exposed in, or on the outside of, windows without the prior consent of the Executive Board, or such committee established by the Executive Board having jurisdiction over such matters, if any.

Real estate “Open House” signs are only allowed to be placed in front of the Unit that is for sale. They are to be placed the morning of the Open House and must be removed the same day. Open House signs are not to be placed in any other location within the community.

### **Section 1.6 – Exteriors.**

Owners shall not change the color of any exterior portion of any building without the prior consent of the Executive Board or such committee then established having jurisdiction over such matters, if any.

### **Section 1.7 – Cleanliness.**

Each Unit Owner shall keep his or her Unit in a good state of preservation and cleanliness.

### **Section 1.8 – Electrical Usage.**

Total electrical usage in any Unit shall not exceed the capacity of the circuits as labeled on the circuit breaker boxes.

**Section 1.9 – Security Cameras.**

A unit resident, pending approval by the Board of Directors, may install security cameras by following the installation specifications defined further below. A single camera may be installed in one or all three of the following locations:

1. One doorbell security camera
2. One garage door exterior mount security camera
3. One rear-of-unit exterior security camera

A written request, “Security Camera Request Form”, must be submitted to and approved by the Board of Directors prior to installation of any type of security camera. Failure by a unit resident to follow the installation procedures may result in an assessment of a fine and/or notice of camera removal. Approved camera installations can be revoked by the Board of Directors at any time.

If for any reason a unit resident removes a security camera, the mounting area must be returned to its original condition. Installation and removal of security cameras are the responsibility of the unit resident. Examples:

1. Unit doorbell location returned to original condition with standard doorbell.
2. Garage trim returned to original condition.
3. Rear-of-unit exterior location returned to original condition.

**Doorbell Security Camera-Specifications**

Installation Location/Camera Mount

The doorbell camera is to be installed in the existing doorbell fixture location at the front entrance of the unit. The camera housing unit is to fit within the constraints of the original doorbell fixture.

**Garage Exterior Mount Security Camera-Specifications**

Installation Location/Camera Mount

The camera installation must be above the remote garage door opener. Unit owners with two garage doors must install the camera above the remote garage door opener on the **left or right** garage door as seen from the street. **Cameras with a pan/tilt feature are not permitted.**

*Unit residents are limited to one garage exterior mounted security camera regardless of the number of unit garage doors.*

The bottom of the installed camera is to be no lower than 5 inches from the top left or right corner of the garage door finished trim boards and fit within a five inch by five-inch area. No camera shall extend outward from its mounting plate more than 4 inches.

Camera Dimension

Camera body and mount: The camera body and mount must be **white in color** as defined by the manufacturer. Any power cord/adaptor used must also be white. The camera lens/infrared area may be non-white, i.e., black; this is the only area of the camera that can be a color other than white.

Camera body shapes can be of many designs; cylinders, squares, rectangles, etc., **not to exceed a size of 4 inches by 4 inches. The measurement depth for the camera should not exceed 5 1/2 inches.**

**Rear-of-Unit Exterior Mount Security Camera-Specifications**

Installation Location/Camera Mount

The rear of Timber Oak units are categorized into three types of installation locations. Unit owners must follow the installation location and camera mounting based upon the below type of deck or patio for the rear of their unit. The security camera must be mounted within the confines of the width of the unit. **Cameras with a pan/tilt feature are not permitted. No camera shall extend outward from its mounting plate more than 4 inches.**

1. Patio Only Unit (no deck at unit)

The installed security camera must be mounted to the rear of the unit using outdoor camera mount vinyl siding clip hooks. **Camera, mounts, and/or wiring are NOT to be affixed to the unit by drilling into the vinyl siding or any other parts of the exterior.** The camera should be angled downward facing towards the slider, rear door, window(s), window well, etc. and avoid neighboring units.

2. Standard Deck (ground level; with or without stairs)

The installed security camera must be mounted to the rear of the unit using outdoor camera mount vinyl siding clip hooks. **Camera mounts are NOT to be affixed to the unit by drilling into the vinyl siding.** The camera should be angled downward facing towards the slider, rear door, window(s), window well, etc. and avoid neighboring units.

3. Raised Deck (above lower-level patio, gravel or brick)

The installed security camera must be mounted to the underside of the deck and face the slider, rear door, window(s), etc. The camera should be angled facing towards the slider, rear door, window(s), window well, etc. and avoid neighboring units.

Camera Dimension:

Camera body and mount: The camera body and mount must be white in color as defined by the manufacturer. Any power cord/adaptor used must also be white. The camera lens/infrared area may be non-white, i.e., black; this is the only area of the camera that can be a color other than white. Camera body shapes can be of many designs, cylinders, squares, rectangles, etc.

**ARTICLE II – USE OF COMMON ELEMENTS**

**Section 2.1 – Obstructions.**

There shall be no obstruction of the Common Elements, nor shall anything be stored outside of the Units without the prior consent of the Executive Board, except as hereinafter expressly provided.

**Section 2.2 – Trash.**

No accumulation of rubbish, debris, or unsightly materials shall be permitted except in designated trash storage containers, nor shall any rugs or mops be shaken or hung from or on any of the windows, doors, balconies, patios or terraces.

**Section 2.3 – Storage.**

Storage of materials in Common Elements or other areas designated by the Executive Board shall be at the risk of the person storing the materials.

**Section 2.4 – Proper Use.**

Common Elements shall be used only for the purposes for which they were designed. No person shall commit waste on the Common Elements or interfere with their proper use by others, or commit any nuisances, vandalism, boisterous or improper behavior on the Common Elements which interferes with, or limits the enjoyment of the Common Elements or Unit Owners by others.

**Section 2.5 – Alterations, Additions, or Improvements to Common Elements.**

No alterations, additions, or improvements may be made to the Common Elements without the prior consent of the Executive Board, or such committee established by the Executive Board having jurisdiction over such matters, if any. No clothes, sheets, blankets, laundry or any other kind of articles other than holiday decorations on doors only, shall be hung out of a building or exposed or placed on the outside walls, doors of a building or on trees, and no sign, awning, canopy, shutter or antenna shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof or exposed in or at any window.

**ARTICLE III – ACTIONS OF OWNERS AND OCCUPANTS**

**Section 3.1 – Annoyance or Nuisance.**

No noxious, offensive, dangerous or unsafe activity shall be carried on in any Unit, or the Common Elements, 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. No Unit Owner or occupant shall make or permit any disturbing noises by himself or herself, his or her family, servants, employees, agents, visitors and licensees, nor do or permit anything to be done by such persons that will interfere with the rights, comforts, or convenience of other Unit Owners or occupants. No Unit Owner or occupant shall play, or suffer to be played, any musical instrument or operate or suffer to be operated an electronic device,

television set, or radio at such high volume or in such other manner that it shall cause unreasonable disturbances to other Unit.

**Section 3.2 – Compliance with Law.**

No immoral, improper, offensive, or unlawful use may be made of the Property and Unit Owners shall comply with and conform to all Federal, State and local applicable laws, regulations and ordinances. The violating Unit Owner shall hold the Association and other Unit Owners harmless from all fines, penalties, costs, and prosecutions for the violation thereof or noncompliance therewith.

**Section 3.3 – Pets.**

No animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Elements, except that dogs, cats or other household pets not to exceed two per Unit may be kept in the Units, subject to the Rules and Regulations to be adopted by the Executive Board. Pets may not be kept, bred, or maintained for any commercial purposes. Any pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property within three (3) days after Notice and Hearing from the Executive Board. The Owner shall hold the Association harmless from any claim resulting from any action of his or her pet. Service dogs such as Seeing Eye dogs will be permitted for those persons holding certificates of necessity. Aggressive breeds of dogs such as Pit Bull or Pit Bull mix are not allowed breed.

No outside animal pens or yards shall be permitted; all walking pets must be leashed and all other pets must be in an enclosed cage or other container whenever they are anywhere on the Condominium Property outside the Unit of their respective Owner.

**CURB YOUR DOG (DEFINED):**

Dogs shall be curbed along the tree line and or the common lawn areas. Each Unit Owner is responsible for picking up and disposing of all dog’s excrement in the Owner’s garbage. Dog excrement CANNOT be disposed of in storm drains, left outside the units, placed in a neighbor’s and or the clubhouse trash cans. Areas where the dog urinates must be watered (dog walkers simply need to carry a water bottle). No dogs shall not be curbed within close proximity of the Units, mulched beds, around the pool and or clubhouse. Dogs shall not be repeatedly taken to the same area to relieve itself, repeat visits will cause damage.

**Section 3.4 – Indemnification for Actions of Others.**

Unit Owners shall hold the Association and other Unit Owners and occupants harmless for the actions of their children, tenants, guests, pets, servants, employees, agents, invitees, or license.

**Section 3.5 – Employees of Management.**

No Unit Owner shall send any employee of the Manager out of the Property on any private business of the Unit Owner, nor shall any employee be used for the individual benefit of the Unit Owner unless in the pursuit of the mutual benefit of all Unit Owners, or pursuant to the provision of special services for a fee to be paid to the Association.

**Section 3.6 – Barbecue Grills.**

Operating a barbecue grill in a garage, or in the vicinity of the pool or clubhouse, is prohibited. No charcoal grills or open flame items such as chimeneas, propane patio heaters or fire pits are permitted within Timber Oak. Gas grills must meet City of Danbury or Town of Bethel fire code provisions. Gas grills must be kept a minimum of ten feet away from privacy walls and buildings, before, during and after use.

### **Section 3.7 Owner/Tenant Contact Information & Screen Procedure**

Any Unit Owner wishing to lease his unit must comply with the following steps before the lease is fully executed.

- 1) There must be an interview with management and the prospective tenant. The interview will take place at the Timber Oak Association Clubhouse.
- 2) At said interview, the prospective tenant will need to review and sign a document acknowledging that they have read, understand and will abide by all association rules. Specific areas of concern will be highlighted with the prospective tenant – such as those related to pets, number of occupants, vehicles and businesses.
- 3) The proposed lease will be reviewed by management to make certain the association rules are attached and that it indicates the landlord can be fined for association rule violations and that the landlord can pass those fines along to their tenant. Management will also confirm that the duration of the lease complies with the rules. See Article X – Restrictions of Use, Alienation and Occupancy, Section 10.2 – Restrictions on Alienation.
- 4) The landlord shall be charged a fee of \$50 by the association for conducting this interview.

All Owners are required to provide their telephone contact numbers and their email addresses to the Association, so they can be contacted in emergencies. If the Unit is rented, the Owner is responsible for providing this information for their tenant as well. Owners are to inform the Association of any changes to their or their tenants contact information

## **ARTICLE IV - INSURANCE**

### **Section 4.1 – Increase in Rating.**

Nothing shall be done or kept which will increase the rate of insurance on any of the buildings or contents thereof, without the prior consent of the Executive Board. No Unit Owner shall permit anything to be done or kept on the Property which will result in the cancellation of insurance coverage on any of the buildings, or contents thereof, or which would be in violation of any law.

### **Section 4.2 – Rules of Insurance.**

Unit Owners and occupants shall comply with the rules and regulations of the New England Fire Rating Association and with the rules and regulations contained in any fire and liability insurance policy on the Property.

### **Section 4.3 – Reports of Damage.**

Damage by fire or accident affecting the Property, and persons injured by or responsible for any damage, fire, or accident must be promptly reported to the Manager or a Director by any person having knowledge thereof.

## **ARTICLE V – RUBBISH REMOVAL**

### **Section 5.1 - Refuse Handling.**



Each Unit Resident/Owner will be responsible for providing their own garbage containers (after they are initially provided following sale of a Unit from declarant to first buyer). All refuse must be stored in containers and in Unit Resident/Owner garages. All refuse must be bagged, tied shut and deposited in a refuse container with a tight fitting lid not to exceed 95 gallons in size and placed at curbside for pickup either after 5:00 PM on the night before pickup or on the morning of the same day as pickup. All refuse containers must be removed and brought inside your Unit the same day as pickup. No more than one approved refuse container is allowed

**Section 5.2 – Recycling.**

Recycled refuse must be placed in clear or blue plastic recycle bags or an approved recycling container and placed at curbside either after 5:00 PM on the night before pickup or on the morning of the same day as pickup. **All recycle containers must be removed and brought inside your Unit the same day as pickup.**

**All cardboard boxes that do not fit into a recycle container (if you have one) must be flattened and tied up prior to being put at curbside. All newspapers must be bundled and tied up.**

**Section 5.3 - Hazardous Waste.**

Chemicals or any hazardous waste (e.g. motor oil, antifreeze, paint, car batteries, tires, etc.) shall not be put in any refuse or recycle containers for pickup, nor poured down any drain on the Property. All other items (e.g. appliances, furniture, etc.) should be taken to the City of Danbury’s or Town of Bethel’s Recycling Facility by the Unit Resident or Owner, or arrangements made with a private trash company to pick up same.

**Unit Owners will be fined \$250.00 for the first offense of a violation reported or observed with regard to the handling of cardboard boxes and recyclable items. Unit Owners are responsible for the actions of their tenants.**

**ARTICLE VI – MOTOR VEHICLES**

**Section 6.1 - Compliance with the Laws.**

All persons must comply with all Connecticut State Department of Motor Vehicle Regulations and all applicable local ordinances, while on the Timber Oak Property.

**Section 6.2 - Speed Limit.**

The speed limit within Timber Oak is 15 miles per hour. Speed limit and stop signs must be obeyed. You must drive on the right side of the roadway and obey one-way signs on Bainbridge Boulevard.

**Section 6.3 - Limitation on Types of Vehicles.**

No vehicles of any kind, other than licensed automobiles, licensed motorcycles, and licensed trucks having a carrying capacity of one ton or less, may be parked on any part of the exterior of the Common and Limited Common Elements. Prohibited are such vehicles as, but not limited to, campers, trailers, boats, vehicles with more than four wheels, trucks rated at one ton or more, any off-road vehicle including All Terrain Vehicles (ATV), snow-mobiles, vehicles equipped with racks for carrying ladders, pipes, glass, etc. and/or any commercial or combination plated vehicle which are or can be used for commercial purposes. Such vehicles may, however, be kept in garages with the door closed provided that you do not require any additional parking spaces other than the one allocated on the driveway in front of your Unit.

**Section 6.4 - No Parking Areas.**

No on-street parking is permitted. No vehicles may be parked in any area other than designated parking.

No vehicle may be parked in such a manner as to block access to fire hydrants, sidewalks, pedestrian crossing areas, designated fire lanes, or emergency access ways or to restrict clear two-lane passage by vehicles, nor shall they be parked in any other Unit's assigned parking space(s). Vehicles in violation will be towed at owners' own expense in addition to association fines, after reasonable effort to contact the owner has been made. In addition, a \$50 per day fine may be levied against the Unit Owner, tenant, or occupant to whom the vehicle is registered for the period that the vehicle violates these rules following Notice and Hearing.

**Section 6.5 - Prohibited Vehicles.**

Vehicles that display a trademark, business logo, for sale sign, or any advertising message other than the vehicle manufacturer's logo and other marks shall not park overnight on any of the Common or Limited Common Elements, except those vehicles that are temporarily on the Property for the purpose of serving the Property itself, or one of the Units thereon.

**Section 6.6 - Unregistered Vehicles.**

Unregistered vehicles parked on the Common or Limited Common Elements for more than 24 hours must be removed from the property until legally registered. Operating vehicles including mopeds, electric bikes, electric scooters, off road vehicles such as ATV's and motor/dirt bikes on the roadways, or on the Common Elements of Timber Oak is prohibited. Unregistered vehicles may be tagged by the City of Danbury or Bethel Police Department or the association and then towed at the owner's expense.

**Section 6.7 - Vehicle Operators.**

All vehicles on the roadways within Timber Oak must be operated by licensed drivers. Persons with learning permits are not considered licensed drivers but are permitted to operate a motor vehicle when accompanied by any driver who is in compliance with the Connecticut motor vehicle laws.

**Section 6.8 – Repairs and Maintenance.**

No vehicle repairs are permitted in the Common or Limited Common areas.

**Section 6.9 - Visitor Parking.**

With the exception of units 3-14 Bainbridge Boulevard, there are four parking spaces for each Unit, which includes two interior garage spaces and two driveway spaces immediately behind the garages. For units 3-14 Bainbridge Boulevard, there are three parking spaces for each unit, which includes one interior garage space and one driveway space immediately behind the garage. They are permitted to park a third owned vehicle if needed in the visitor lot. These parking spaces are referred to as your "primary parking" spaces.

Visitor parking spaces may be used under the following conditions when all the Unit Owner's primary parking spots are occupied:

- (i) By a visitor of a Unit Owner for up to 72 hours; or
- (ii) By a Unit Owner for up to 72 hours and only if the resident has a visitor who is parked in at least one of the resident's primary parking spaces. If a visitor is staying longer than 72 hours, management must be notified.

A visitor is defined as someone who is not staying overnight for more than three days per week on average.

**Section 6.10 Open Parking Spaces adjacent to units 3-14 Bainbridge Blvd.**

Open parking spaces will be available to all residents when all the Unit Owner’s primary parking spots are occupied. The open parking spaces are for short-term parking only.

**Section 6.11 - Restricted Parking.**

The use of the visitor parking areas and/or any roadway as additional parking space is prohibited. All parking regulations will be strictly enforced. One warning may be issued followed by a fine, or towing, or both. The Board and management may remove vehicles, with no prior notice, for emergency purposes.  
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Vehicles may not be parked in such manner as to block access to garages, driveways, fire hydrants, sidewalks, pedestrian crossing areas, designated fire lanes, or clear two-lane passages by vehicles on roads and drives. Vehicles in violation will be towed at the expense of the owner of such vehicle after reasonable warnings have been placed on the vehicle. In addition, a fine may be levied against the person, Unit Owner or occupant to whom the vehicle is registered, following Notice and Hearing for the period that the vehicle violates these rules, unless at such hearing good and valid reasons are given for such violation

**Section 6.12 - Number of Vehicles Per Unit.**

Timber Oak Unit owners are allowed only four (4) registered motor vehicles per Unit parked on the Timber Oak Property. With the exception of Bainbridge Boulevard units, only two (2) registered motor vehicles per Unit are allowed to be parked on the Timber Oak Property.

**Section 6.13 - Vehicle Identification.**

Unit owners are required to provide accurate vehicle identification information for all cars and trucks that are housed on the community's property. Identification information includes year, make, model, color, State Vehicle is registered to, and vehicle license number. This information must be provided to the property manager upon request. It should be updated or verified at least annually. If Unit Owner purchases/leases a new car during the year, they must notify the Property Manager with all of the above information within one (1) week. Unit owners are responsible for providing the information for any leasers. Failure to provide accurate information in a timely manner will be subject to an initial fine. Continued failure to provide the information will be subject to further fines.

**Section 6.14 – Immobile Vehicles.** All motor vehicles parked in the Common Elements or the Limited Common Elements (i.e. driveways) must be properly equipped and in operating condition for safe travel on Association roadways. Any inoperable vehicle must be placed in the Unit’s garage and is not to be parked in the driveway.

## **ARTICLE VII – RIGHTS OF DECLARANT**

The Declarant may make such use of the unsold Units and Common Elements as may facilitate completion and sale of the Common Interest Community including, but not limited to, maintenance of a sales office, the showing of the Common Elements and unsold Units, the display of signs, the use of vehicles, and the storage of materials. Interference with workmen or with buildings under construction is prohibited. Entrance into construction or Declarant's restricted areas will be only with representatives of the Declarant.

## **ARTICLE VIII – GENERAL RECREATION RULES**

### **Section 8.1 – Consent in Writing.**

Any consent or approval required by these Rules must be obtained in writing prior to undertaking the action to which it refers.

### **Section 8.2 – Complaint.**

Any formal complaint regarding the management of the Property or regarding actions of other Unit Owners shall be made in writing to the Executive Board or an appropriate committee.

## **ARTICLE IX – GENERAL RECREATION RULES**

### **Section 9.1 – Limited to Occupants and Guests.**

Passive recreational facilities and open space within the Common Elements are limited to the use of Unit Owners, their tenants and invited guests. All facilities are used at the risk and responsibility of the user and the user shall hold the Association harmless from damage or claims by virtue of such use. Exercise Room is for Unit Owners, 18 years or older. Under 18 years old are allowed when accompanied by an Adult Unit Owner. No guests are allowed at any time.

### **Section 9.2 – Boisterous Behavior Prohibited.**

Boisterous, rough, or dangerous activities or behaviors that unreasonably interfere with the permitted use of facilities by others, is prohibited.

### **Section 9.3 – Reserved Areas.**

Specific portions of woodland or open space facilities, or specific times of recreational schedules may be reserved, or priority given, to certain age groups. Such reservations and scheduling shall be done by management personnel.

### **Section 9.4 – Children.**

Parents will direct and control the activities of their children in order to require them to conform to the regulations. Parents will be responsible for violations, or damage caused by their children whether the parents are present or not.

### **Section 9.5 –Ejection for Violation.**

Unit Owners, occupants, guests and tenants may be summarily ejected from the Common Areas by management personnel in the event of a violation of these regulations, and suspended from the use until the time for Notice and Hearing concerning such violation and, thereafter suspended for the period established following such Hearing.

### **Section 9.6 – Proper Use.**

Recreational facilities, if any, will be used for the purposes for which they were designed. Picnic areas, equipment, and surrounding areas shall be properly used, and may not be abused, overcrowded, vandalized or operated in such a way as to prevent or interfere with permitted play or use by others. Rules of safety promulgated by nationally recognized organizations regulating play of a game or sport for which a facility is designed will be followed, and where appropriate, customary safety equipment will be worn and used.

### **Section 9.7 – Clubhouse**

- All residents must have their key fob in order to enter the Clubhouse.
- Smoking/vaping is strictly prohibited inside the Clubhouse.
- The use of illegal drugs is strictly prohibited.
- Only persons 21 years or older are permitted to consume alcohol in the Clubhouse.
- Any damage to the Clubhouse and/or association property inside the Clubhouse will be the responsibility of the unit owner.

### **Section 9.8 – Flying Motorized Devices**

All flying motorized devices, including but not limited to drones, are strictly prohibited to be flown anywhere within the community.

## **ARTICLE X – REALES**

### **Section 10.1 – Capital Contribution.**

New Unit Owners will be required to pay a onetime, non-refundable capital contribution of two (2) months common charges to the Association at the time of closing. This contribution is for sales from existing Unit Owners to their buyers.

## **ARTICLE XI – LATE FEE POLICY**

### **SECTION 11.1- Collection Policy**

1. It is the responsibility of each Unit Owner to pay all common expense assessments, special assessments, fines and other charges imposed upon the Unit when such expenses and charges are due. The Association does not operate for profit and when one or more Unit Owners do not pay charges when they are due, the burden must be assumed by the other Unit Owners. For this reason, the Association will aggressively pursue collection activities when there is a delinquent Unit Owner account. The law does not require the Association to send monthly statements or any other notice when charges are due, except in situations where there is a change in the amount of the monthly charges. Association mailings of statements, overdue statements or management company collection letters are a matter of convenience only. There is no legal requirement to send such notices and the failure of the Association to send such notices and/or the non-receipt of such notices by a Unit Owner does not constitute a legal defense to paying such charges when charges are due. It is the responsibility of each Unit Owner to contact the Association with any questions as to amounts owed on a Unit account.

2. Unless otherwise notified in writing by the Association, all common expense assessments and special assessments shall be due by the first of each month.

3. If a Unit account is not fully current by the 15<sup>th</sup> day of each month, the Unit account will be considered delinquent. The Unit Owner will be assessed late fees, collection costs, and attorney's fees and costs as follows: (A) a late payment penalty of \$35 per month for each month that the Unit account remains delinquent; and (B) attorney's fees and costs incurred in attempting to collect the outstanding amounts due to the Association. The late charge will be imposed after the 15<sup>th</sup> day of the month each month that there is any amount unpaid on a Unit account.

4. If a payment is made which fails to bring the Unit Owner's delinquent account current and if such payment is thereafter accepted, unless the Unit Owner and the Association enter into an agreement providing for the payment to be applied in a different manner, the sums will be applied in the following

order of priority: All amounts received from a unit owner shall be applied first to the oldest open charge on the respective unit owner ledger. This section shall not be construed to require the Association to accept payments of less than the amount required to bring the account current.

5. The Association or its property manager, on behalf of the association may, but shall not be required to, send statements for the Unit Owner's account to the Unit Owner and/or collection letter(s) to the Unit Owner when charges become delinquent.

6. The Association or its property manager, on behalf of the association is authorized to turn over a delinquent Unit Owner's account to the Association's attorney for legal collection proceedings when the amount unpaid on the Unit Owner account is greater than two (2) months of common expense assessments based on the periodic budget last adopted by the Association.

7. Pursuant to the requirements of Connecticut and federal law, the Association's attorney shall make a written demand for payment of the delinquent Unit Owner account to the delinquent Unit Owner. The written demand shall provide for not less than thirty (30) or not less than sixty (60) days' notice prior to the commencement of collection or foreclosure proceedings. The Association's attorney will have the discretion to determine whether a written demand providing for not less than thirty (30) days' notice and/or a written demand providing for not less than sixty (60) days' notice is required, taking into account various factors, including, but not limited to: the amount of the delinquency existing on the Unit Owner's account; the existence of one or more holders of security interests against the Unit, the history of delinquency on the Unit Owner's account, including repeated payoffs by holders of a security interest against the Unit; abandonment of the Unit by the Unit Owner; or the filing of a Bankruptcy petition which effectively stays collection efforts and causes undue delay.

8. For purposes of the written demand providing for not less than sixty (60) days notice, the Association's attorney is authorized to perform a title search in furtherance of satisfying the requirements of Connecticut General Statutes Section 47-258(m). Pursuant to the requirements of Connecticut General Statutes § 47-258(m), as amended by Public Act 13-156, the Association's attorney will make a demand for payment in a record upon the Unit Owner and simultaneously provide a copy of such record to all holders of security interests described in Connecticut General Statutes § 47-258(b)(2), if any exist. The written notice to such holders of security interests shall set forth: (A) The amount of unpaid common expense assessments owed to the Association as of the date of the notice; (B) the amount of any attorney's fees and costs incurred by the Association in the enforcement of its lien as of the date of the notice; (C) a statement of the Association's intention to foreclose its lien if the amounts set forth in subparagraphs (A) and (B) are not paid to the Association within sixty days after the date on which the notice is provided; (D) the Association's contact information, including, but not limited to, (i) the name of the individual acting on behalf of the Association with respect to the matter, and (ii) the Association's mailing address, telephone number and electronic mail address, if any; and (E) instructions concerning the acceptable means of making payment on the amounts owing to the Association as set forth in subparagraphs (A) and (B). Any notice required to be given by the Association's attorney under this subsection shall be effective when sent.

9. If, following written demand from the Association's attorney, the Unit Owner's account has not been paid in full or a partial payment has been accepted and applied but there remains outstanding a sum equal to at least two (2) months of common expense assessments based on the periodic budget last adopted by

the Association, the Association's attorney is authorized to commence collection or foreclosure proceedings against the Unit.

10. Notwithstanding any language contained within this Collection Policy to the contrary, a foreclosure of the statutory lien against a Unit shall be authorized by the Association's attorney as long as the statutory requirements of Connecticut General Statutes Section 47-258 have been met.

11. A Unit Owner with a delinquent account may propose a payment plan in writing to the Executive Board. Any such payment plan will be subject to approval by the Executive Board. There is no standard payment plan and there is no guaranty that any payment plan will be accepted by the Executive Board.

12. Under Connecticut law, the Association is given a limited super priority lien against a Unit for collection of unpaid charges. For this reason, it is the policy of the Association to aggressively pursue foreclosure and/or collection proceedings and to complete those proceedings as quickly as possible.

13. In some situations, a lienholder with an encumbrance on a Unit, other than the Association, may commence foreclosure proceedings against the Unit. In these cases, the Association's attorney must file an appearance in the action and monitor the action in order to protect the rights of the Association and the Association's lien. The Association, through its attorney, is required to appear in these actions even in instances where there is no delinquent Unit Owner account balance. These actions bring with them the possibility of a transfer of title of the Unit and the Association must appear in the action to monitor at all times who the rightful title owner of the Unit is.

14. All charges, including, but not limited to, attorney's fees, management fees, court costs, title search charges, appraisal fees, marshal fees, court entry fees and any other charges and expenses associated with collection and/or foreclosure proceedings, including any fees and costs incurred in the defense of a lienholder's foreclosure action, shall be chargeable to the delinquent Unit Owner's account.

15. Where one written demand letter has already been sent out by the Association's attorney, the attorney may, but shall not be required to, send a follow-up demand letter reciting a deadline date for payment which is less than thirty (30) days.

16. To the extent that there is a conflict between this Collection Policy and the terms of any standard policy or procedure providing for collection or foreclosure against Unit Owners enacted or implemented by the Board of Directors, the property manager, or any other entity, the terms of this Collection Policy shall govern.

## **ARTICLE XII – HOLIDAY DECORATIONS**

### **Section 12.1 – General Holiday Decorations**

The General Holiday decoration rules are to cover all holidays **except for December Holiday**. Please refer to the December Holiday Rules for these holidays. Please refer to the Landscaping Rules along with the following:

#### **Decorations not allowed:**



- 1) No inflatable are allowed on any walkway or common areas.
- 2) No items that are hard to remove should be hung from the trees or shrubs (like (spider webs, garland, tinsel, streamers, etc.) as this is now the early stages of development of our trees and shrubs.
- 3) No electrical wires are allowed to cross the sidewalk, driveway or any area that could become a tripping hazard.
- 4) No electrical wires are to be run over head to trees or bushes.

**Entryway:**

- 1) Please be conscious of your neighbor if you share an entryway, as all residents may not wish to celebrate Holidays in the same way. Please do not infringe on their space.
- 2) General Holiday decoration can be setup three (3) weeks prior to the holiday and **must** be taken down seven (7) days after the holiday.
- 3) Decorations shall not block the walkways or the adjoining neighbor's entryway. All homeowners are responsible for all accidents and injuries that may occur as a result of the placement of decorations.
- 4) No lights are allowed for General Holidays.

**Mulch Area:**

- 1.) General Holiday- No pots or potted plants may be placed in the mulch area. Approved plants may be planted in the mulch area three (3) weeks before the holiday and must be removed seven (7) days after the holiday. The mulch area must be returned to its original state.
- 2.) Holiday decorations may not damage and/or disrupt the sprinkler system and/or prohibit the landscaping vendor from performing their contractual obligations.
- 3.) No items that are hard to remove should be hung from the trees or shrubs (like spider webs, garland, tinsel, streamers, etc.) as some of the trees and shrubs are now in the early stages of development.
- 4.) No more than five (5) general holiday decorations may be placed in the Mulch Area.
- 5.) No pumpkins can be placed in the mulch area, rotting pumpkins leave seeds and pumpkin and vines will develop. Pumpkins may be placed on the sidewalk.

**Other Common Areas:**

- 1) No decorations will be allowed or hung/or attached to the outside walls or outside windows.

**Section 12.2 – December Holiday Decorations:**

**Decorations Allowed:**

- 1) Mini multicolored white and blue lights and non-glass ornaments will be allowed on trees and bushes surrounding your unit. No more than five (5) general holiday decorations may be placed in the mulch area. Where two unit owners share a common tree or bush, both owners must agree to have lights and decorations.
- 2) Icicle and snowflake lights, etc. may be hung over garage doors and entrance ways.
- 3) Green roping is allowed to frame garage door(s) and may have mini multi colored white or blue lights attached.

- 4) Holiday pathway lights are allowed, however, if they are damaged by vendors during snow removal clean-up, owner(s) will not be compensated.
- 5) Back decks may be decorated with lights and decorations.
- 6) Green wreaths with red ribbons no larger than 24” in circumference will be allowed on pillar(s). Where two unit owners share a common pillar(s), both unit owners must agree to hang wreaths.

**Decorations not allowed:**

- 1) No decorations or lights are allowed to be hung or attached to any roof or roof line, outside walls or windows.
- 2) No electrical wires are allowed to cross any sidewalk, driveway or any area that would constitute a tripping hazard.
- 3) No electrical wires are allowed to be hung or placed over trees or bushes.
- 4) No inflatable decorations are allowed on any walkway or common area.
- 5) No external flashing lights or audio music is permitted.
- 6) No items that are hard to remove such as garland, tinsel or streamers, etc. should be hung from trees or shrubs which could result in damage.

**General:**

- 1) December holiday lights and decorations may be put up on or after November 15th. but cannot be lighted prior to the Friday after Thanksgiving and must be unlit on or before January 10<sup>th</sup>. All outside decorations must be taken down and removed no later than January 20th.
- 2) Please be conscious of your neighbor if you share an entryway, as all residents may not wish to celebrate holidays the same way. Please do not infringe on their space.
- 3) Lights and decorations must not block walkways or the adjoining neighbor’s entryway.
- 4) All homeowners are responsible for any accidents or injuries that may occur due to the placement of lights and decorations.
- 5) Unit owners who place lights and decorations in the approved areas must also agree that they will return all common elements, e.g. trees, bushes and pillars to their original condition. If a common element is damaged, the owner is responsible for its repair, and/or replacement.
- 6) Holiday lights and decorations may not damage or disrupt the sprinkler system(s) or prohibit irrigation or landscaping and snow vendors from performing their contractual obligations.

**No lights are allowed to be hung or placed outside for general holidays**

**Article XIII- Maintenance Standards**  
**Section 13.1 – Maintenance Standards**

**Interior General:**

1. Occupants shall regularly (every few months) check all caulking around tubs, showers, toilets, and sinks to ensure that moisture does not penetrate walls. If caulking is compromised, remove old caulk and replace.
2. Occupants shall keep the heat in their Units at a minimum of 55 degrees in the winter, even while they are away, to ensure that pipes do not freeze. Air conditioning shall be kept on and set below 80 degrees during the summer even while homes are vacant to ensure that humidity levels do not encourage mold growth.
3. Internal dryer lint screens shall be cleaned between each use. Dryer vents and ducts shall be cleaned out annually. If a dryer booster fan is installed, it shall be cleaned out and serviced annually. If a dryer booster fan is not installed, any replacement dryers must be able to vent the full length of the duct.
4. Steel braided water lines are the Timber Oak standard on washing machines, ice makers, dishwashers, dryers with the steam accessory; sinks and toilets. Only steel metal braided hoses or properly installed copper tubes and connectors are permitted to be used (plastic tubing and or rubber hoses are not acceptable). Water lines connected to washing machines shall be turned off when a Unit is vacant or if the occupants are away for more than three days.
5. Occupants may not leave running water unattended, therefore avoiding overflows and conserving water usage.
6. All leaking pipes, valves, and toilets must be promptly repaired. To facilitate minimum damage from leaks, occupants must be aware of where local valves are located as well as the main water shutoff for their unit.

**Interior Basement:**

7. Basement air handlers shall be replaced as needed. Inside and outside of the HVAC systems should be serviced every spring and fall.
8. Hot water heaters shall be replaced within one year of the warranty expiration date or sooner. Although not a requirement, hot water heaters operate more efficiently and will last longer if a hose is attached to the outlet bib and a portion of the tank is drained into the floor drain at least annually, removing rust and other sediment.
9. A dehumidifier shall be run in any basement or unfinished portion of a basement in the summer months.

10. Occupants shall ensure that in-line humidifiers (if installed) are turned off during the summer months and turned on during the winter months. If condensation appears on the inside of windows, the humidifier must be turned down. The humidifier filter shall be cleaned at least annually and replaced every two years.

11. If a sump pump is present in a Unit, it must be operational and plugged in at all times. Occupants shall pour water in the sump pit once per year in order to ensure that the pump is working.

12. Exhaust outlet pipes, booster fan motors and humidity moisture sump pumps (and associated tubing) attached to hot water heaters and furnaces should be inspected annually.

### **Fire Safety:**

1. Every Unit shall have a working and current fire extinguisher in an area where all occupants can easily find it. The expiration date of the extinguisher shall be checked twice a year when daylight savings time begins and ends. Expired units shall be recharged on a timely basis.
2. Occupants shall insure batteries are replaced in all smoke and carbon monoxide detectors twice a year when daylight savings time begins and ends.
3. Unit Owners, tenants and occupants of Units shall not use charcoal grills or other devices such as chimeraas, fire pits or propane heaters which operate with an open flame, anywhere in The Villages at Timber Oak. Propane tanks may not be stored inside the building structure including the garage. Extra propane tanks may be stored only next to barbeque unit or removed from premises.

No Unit Owner, tenant or occupant of a Unit may place a gas grill so close to the siding of a building or to deck posts as to cause damage (Plastic siding is easily melted by heat) or create a fire hazard.

Unit Owners, tenants and occupants of Units shall not use grills within garages.

4. Unit owners, tenants and occupants should follow the best storage, use and practice for lithium battery safety. Lithium-ion batteries power many portable consumer electronics, electric vehicles, electric scooters, hoverboards and even store power in energy storage systems. In normal applications, the Lithium-ion batteries are safe, but if damaged or overheated, they can cause fires.
  - Only use manufacturer-provided or authorized batteries and charging equipment. All equipment should be certified by a Nationally Recognized Testing Laboratory.
  - Remove the battery or charging device from power once charging is complete to avoid overheating.
  - Keep batteries and charge them at room temperature. Issues can occur below 32° F or above 105° F.
  - Keep batteries and devices from heat sources or anything that can catch fire.
  - Do not store batteries in vehicles or direct sunlight.
  - All maintenance on batteries or e-mobility devices should be completed by a qualified professional.

Discontinue using devices or batteries that have an unusual odor, change in color, too much heat, change in shape, are leaking, smoking, or not keeping a charge.

**Exterior:**

1. Occupants shall immediately contact the Association’s management company if they become aware of any drainage issues such as ponding of water against the foundation, clogged exterior drains, ice dams, clogged gutters on the roof or if they become aware of any evidence of running or seeping water either inside or outside of the unit.
  2. Occupants shall keep snow and ice from accumulating against the exterior doors on their decks, and, in addition, shall contact the management company to remove any snow that is higher than the exposed concrete on the foundation or that is against their front doors.
  3. Occupants shall adjust the height of the threshold plate on the bottom of the exterior door frame (4 screws), if necessary, to ensure there are no gaps that would allow air or water infiltration at least every spring and fall.
  4. Occupants shall turn off the interior shutoffs (usually located in basement or under kitchen sink) for all hose bibs prior to November 1st, shall remove all hoses and shall open the hose bibs from the exterior to drain any excess water.
  5. Occupants shall not use sodium chloride (rock salt) on any exterior concrete surfaces such as walks and stoops to melt ice since the freeze/thaw cycle it creates will cause damage to the surface of the concrete.
- 21 In the event an Occupant receives approval from the Executive Board for the installation of anything on the exterior of the building such a satellite dish, antenna, flagpole, planter, etc., it is the responsibility of the Occupant to ensure that any penetrations are properly caulked or flashed against water infiltration.
22. In the event an Occupant receives approval from the Executive Board for the installation of a storm or screen door, it is the responsibility of the Occupant to ensure that “weep” holes are installed to prevent moisture build-up between the two doors.

**General:**

23. Occupants shall be liable for any loss or damage and HOA insurance deductible, caused by non-compliance with Timber Oak standards or repairs and installations that are not performed by licensed and insured professionals.
24. Following notice, Unit Owners will allow the Association or their assigned agent access into their unit for visual examination in order to confirm that homeowner is in compliance with Maintenance Standards. Failure to comply with this program may result in fines and/or fees for special scheduling of the inspection.

## **Pool Rules:**

**The pool is available to the Timber Oak community, and its guests, for individuals of all ages. The pool rules have been put in place to maintain both a safe and pleasant experience for all pool users. The cooperation of all homeowners, and guests, is following these rules is needed to make the pool enjoyable for everyone. Thank you.**

- Pool hours are daily from 9:00 AM to 8:30 PM. There is no life guard on duty. Use of the pool and pool area is at your own risk. The Association is not responsible for accidents. Entry and exit to the pool and pool area is through the pool gate only. Your security keycard is required to enter the pool.
- No more than four guests per unit may be invited to the pool and pool area on any day. Guests must be accompanied by an adult resident. All residents must provide photo identification and sign in when entering the pool and pool area. All guests' names must be listed.
- Bathers must shower before entering or re-entering the pool and pool area. Spitting or blowing your nose in the pool is prohibited. Any person known or suspected of having a communicable disease is not allowed to use the pool.
- Inexperienced swimmers or non-swimmers must be accompanied by a responsible adult swimmer at all times. Incontinent individuals who normally wear diapers must wear swimsuit diapers. Rubber pants must be worn over the swimsuit diapers.
- Only appropriate attire is allowed when using the pool facilities.
- No smoking, alcoholic beverages, glassware, glass bottles, bobby pins, barrettes, and pets allowed in the pool and pool area. Food and beverages are prohibited from being consumed in the pool. Food and non-alcoholic beverages are permitted in the pool area only. All refuse must be placed in proper receptacles.
- No diving or jumping into the pool is allowed. Toys, such as beach balls, sport balls, dolls, action figures, non-water approved toys, water guns/shooters are not allowed. Toys permitted are diving rings, noodles, goggles, swim masks/snorkels. Only two toys per child are permitted in the pool at one time.
- Rafts, floating chairs and other types of floating devices are not permitted in the pool or pool area except those required for safety reasons. Life vests, water wings, life jackets, baby floaters, etc. are allowed when users are supervised by an adult.
- Running, pushing, or boisterous play in the pool or pool area is not permitted.
- Radios must be played with earphones only. Electrical appliances, including but not limited to blenders, underwater breathing apparatus, knives and other dangerous items are prohibited in the pool and pool area. Also, grills, barbecues, hibachis or other cooking devices are not permitted.
- Emergency safety equipment shall not be moved except for emergencies.

- Pool furniture must be covered before use by anyone using lotion. Pool lounges, chairs and tables are not to be reserved or moved from the pool and pool area.

## Timber Oak Landscape Rules- Approved May 2023-Updated September 2023

### 1. SEASONAL LAWN DECORATIONS IN MULCH AREAS

Seasonal lawn decorations are allowed in the mulch areas adjacent to units. These include flags, metal décor, decorative animals, whirligigs, statues (ceramic or other material), painted rocks, etc. A maximum of four such decorations are allowed per unit owner in their mulch bed areas. Decorative animals and statues (ceramic or other material) must not exceed eighteen inches in height. Shared-space units constructed without mulch beds, such as some on Caldwell Terrace, may only place any such decorations in the allowed two planters per unit. **No Timber Oak tree mulch beds are to have seasonal lawn decorations.**

A grouping of no more than six small decorative rocks, each measuring no more than four inches in diameter shall count as one decoration. Please note that no rocks, natural or painted, are allowed within twelve inches of any grass area for safety reasons. Lawn mowers and blower equipment can accidentally throw rocks causing serious injury or damage to vehicles or structures.

### 2. PUMPKINS

Halloween Jack-O-Lanterns and pumpkins must be removed by December 1st to avoid attracting rodents to rotted pumpkins.

### 3. PLANTERS

All outdoor annuals or perennials in planters must be properly watered and cared for by homeowners. Any dead plants must be removed or replaced as soon as possible.

Homeowners with private end-unit entrances may have a total of no more than six planters. For units that have the interior shared “alleyway” entrances, each unit may have up to four planters. For units with the shared “stairway” entrances each unit owner may have up to two planters. Units without mulch bed areas may have up to two planters.

Planters may be placed on the front steps, sidewalks, and they are now also allowed in the edge of the mulch areas. Each planter can be no more than 18 inches in diameter and 18 inches tall.

For a large shrub such as an Aborvitae in a planter, you must submit a request, with a picture of the planter attached. These large planters are only allowed in the rear of units with patios; gravel, stone, etc. See Section A.

Lightweight plastic pots/planters are not allowed to be placed outside. They are too easily blown over by the wind. Plants must be in a heavy/substantial outdoor planter.

Deck planters are to be used only on deck railings and not placed on sidewalks. Faded and/or cracked planters are to be removed and replaced. Planters cannot block walkways or a neighbor’s entryway.

Homeowners are responsible for any accidents or injuries resulting from the placement of planters. Planters must be removed from the outside of units by December 1st. They cannot be stacked and left on sidewalks, in mulch areas, or put under decks, etc. They are not to be stored anywhere outside. They must be inside of the unit or neatly stored on the deck, not on deck railings.

### 4. SHEPHERD’S HOOKS

Each shepherd’s hook post is allowed a maximum of two hanging plants. End-units and units that have shared “alleyway” entrances may have up to two Shepherd’s hooks in their mulch areas. Units with shared



“stairways” entrances may each have one Shepherd’s hook. Units without mulch beds areas are not allowed to have Shepard’s hooks.

Any hanging plants shall not encumber the walkways or the adjoining neighbor’s entry. Homeowners are responsible for all accidents and injuries occurring as a result of the placement of said hooks.

#### 5. DECK RAILING PLANTERS

Homeowners may have up to, but no more than ten deck railing planters to be located on the rear deck. All plants are to be maintained by the homeowner. This includes watering, and removal of any dead leaves etc. It is each homeowner’s responsibility to make sure that the planters are securely fastened.

Homeowners are responsible for all accidents and injuries occurring as a result of the placement of said planters as well as all damages to the deck railing.

Deck railing planters that are faded, or cracked should be removed and replaced. Deck railing plants and planters must be removed by December 1st along with all other planters. When not in use these planters are to be stored inside of units, or neatly on decks. They are not to be on deck railings, under decks or anywhere outside of the unit. In addition, contents of planters are not to be dumped over the railings, but rather disposed of in the garbage.

#### 6. VEGETABLES

During the summer, vegetable plants should be kept in the rear of units, either on decks or patios. There is a limit of no more than 10 large vegetable planters on decks. If there is absolutely no sun in the rear of the unit, you may have vegetables in the front driveway area, near the garage door.

No vegetables are ever allowed in the ground/mulch area, and they are not allowed on sidewalks or steps. All vegetables must be in a planter. You are limited to no more than two tomato plants, and six small herb containers in the front of a unit. All vegetables are to be cared for and watered by the homeowner. If a vegetable or herb plant dies, you are to remove it as soon as possible.

At the end of the growing season or no later than December 1st, cut back all vegetation. Contents of planters, including all vegetation, are not to be dumped over deck railings. They are to be disposed of in the garbage. When not in use, vegetable planters are to be stored inside of units, or neatly on decks. They are not to be on deck railings, under decks or anywhere outside of the unit.

#### 7. PRUNING OF SHRUBS

We recognize that some residents enjoy gardening and pruning bushes. We need to make this easily known to our landscapers. **We ask residents choosing to prune shrubs outside their units to notify REI of this choice. We will have an unobtrusive sign placed in the gardening bed that says “maintained by homeowner”.** This will help both our current landscaping company and your Timber Oak Landscaping Committee.

In an effort to keep the roses properly maintained throughout the complex, we ask that all roses be cutback in the late winter or early spring. This will allow them to grow healthier, and also to maintain a more uniform look throughout the complex. Where roses are located next to walkways and driveways, we ask that you keep them pruned so that they do not encroach on the walkways or driveways.

#### 8. INTERIOR SHARED WALKWAY ENTRANCES (See Section B and Section C)

Each interior “walkway” unit homeowner must determine whether they will maintain the walkway area mulch bed outside their unit or have it maintained by the Timber Oak contractor. REI will keep

this information on file should a homeowner decide to change their preference or the unit is sold. Mulching will still be done by Timber Oak in all areas to maintain a uniform look throughout our complex.

**If you choose to maintain this area yourself, you must complete a form (see Section C) and return it to REI Property Management. We will have an unobtrusive sign placed at the beginning of the mulch bed as a notice to our landscapers that says, “maintained by homeowner”.**

Plantings must be approved in advance, see Section A. Walkways are always to be kept clear and accessible edge to edge. You must keep the mulch bed free of weeds, and all perennials must be cut-back and cleaned-up once blooming is complete.

If you opt not to maintain your “alleyway” mulch bed, Timber Oak will maintain it with a simple, low maintenance planting.

**9. ARTIFICIAL FLOWERS, VINES AND SHRUBS**

These types of plantings are not allowed in Timber Oak.

**10. SPREADING PLANTS IN MULCH AREAS**

In an effort to keep our landscaping beds neat and weed-free, we will not allow any spreading plants such as Mint, Coreopsis, Ivy, etc. If you have a spreader such as Mint, we ask that you make that a container plant.

**11. LIABILITY**

Homeowners take all responsibility for damage to structures occurring during planting and must repair all damage. No unit owner will be allowed to damage and/or disrupt the sprinkler system. No removal or any grass is allowed to accommodate personal plantings.

*Outdoor Lighting*

*Please Note: This document does not address outdoor lighting rules and regulations.*

## **SECTION A**

To submit a request for your plantings, complete the form, “Request to the Landscape and or/ Architectural Integrity Committee” available on the the Timber Oak website.

Allow up to six weeks for Landscape Committee review and response.

# SECTION B

## INTERIOR SHARED WALKWAY ENTRANCES

Bristol	Caldwell	Lawrence	Paulding	Sampson	Tucker	Tucker
Unit 2	Unit 10	Unit 18	Unit 2	Unit 2	Unit 20	Unit 53
Unit 3	Unit 11	Unit 19	Unit 3	Unit 3	Unit 21	Unit 54
Unit 6	Unit 34	Unit 20	Unit 4	Unit 4	Unit 22	Unit 55
Unit 7	Unit 35	Unit 21	Unit 5	Unit 5	Unit 23	Unit 56
Unit 8		Unit 22	Unit 8	Unit 6	Unit 24	Unit 57
Unit 9		Unit 23	Unit 9	Unit 7	Unit 25	Unit 68
Unit 10		Unit 42	Unit 10	Unit 10	Unit 28	Unit 69
Unit 11		Unit 43	Unit 11	Unit 11	Unit 29	Unit 72
		Unit 44	Unit 12	Unit 12	Unit 30	Unit 73
		Unit 45	Unit 13	Unit 13	Unit 31	Unit 74
		Unit 46	Unit 16	Unit 14	Unit 32	Unit 75
		Unit 47	Unit 17	Unit 15	Unit 33	Unit 76
		Unit 58	Unit 18		Unit 36	Unit 77
		Unit 59	Unit 19		Unit 37	Unit 80
		Unit 60			Unit 38	Unit 81
		Unit 61			Unit 39	Unit 82
		Unit 62			Unit 40	Unit 83
		Unit 63			Unit 41	Unit 86
		Unit 74			Unit 44	Unit 87
		Unit 75			Unit 45	
		Unit 76			Unit 46	
		Unit 77			Unit 47	
		Unit 78			Unit 48	
		Unit 79			Unit 49	
					Unit 52	

## **Guidelines for Resident Plantings**

### **1. REQUESTS TO BE PAID FOR BY HOMEOWNER**

A homeowner may request to install their own shrubbery and/or perennials. A list of shrubs and/or perennials including the number desired, and a diagram showing their location should be included. See Section B-Accepted Plant List. If the planting desired is not on the accepted list, please include a detailed description and information regarding maximum height, growing season etc.

The request must be approved by the Landscape committee before any planting is done. To submit a request for your plantings, see Section A.

### **2. REQUEST FOR REPLACEMENT OF EXISTING TIMBER OAK PLANTINGS**

Any resident requesting replacement of a missing or dead Timber Oak planting must notify REI. The request will be forwarded to the Landscape Committee for review. Homeowners should not remove any dead plantings on their own. Allow up to six weeks for Landscape Committee review and response.

### **3. ANNUAL FLOWERS**

A homeowner may request to plant their own Annual flowers in planting beds adjacent to each unit. Annuals should not exceed 24 inches in height. A list of flowers including the number desired and their location should be included. See Section B-Accepted Plant List. If the flower desired is not on the accepted list, please include a detailed description and information regarding maximum height, etc.

A request must be approved by the Landscape committee before any planting is done. See Section A. Any approved annual plan need not be resubmitted year after year if the plan remains the same.

All annuals planted directly in the garden bed must be removed by the end of the growing season. At that time all holes must be filled in, and the garden bed restored to its original condition. Please see Timber Oak Landscape Rule #3 regarding planters in the edge of the planting/mulch area.

Planters are an option versus planting directly in the soil for your spring, summer and fall annuals. Please follow specifications listed for the size, type, and total number of planters allowed. **Annuals are the only item allowed around common trees, and this must be agreed upon by both unit owners.**

Timber Oak Homeowner Association, REI and/or any of their employees take no responsibility for any flowers. All flowers are planted at the owner's risk.

### **4. BULBS**

A plan showing all requested Bulbs, on the Section B-Accepted Plant List, including the location and number of bulbs, must be submitted to the Landscape Committee for approval. Any approved bulb plan need not be resubmitted year after year. If bulbs multiply naturally, in subsequent years, bulbs must be pruned back by the homeowner to no more than 10% more than the original approved amount, unless a subsequent approval is given. All growth from bulbs must be cut back at the appropriate time. Please note bulbs are not to be planted in the circular mulch area around Timber Oak trees. To submit a request for your bulbs, see Section A.

### **5. SHARED WALKWAY UNIT MULCH BEDS**

**Where two units share a common sidewalk with mulch beds on each side, both unit owners must agree on all plantings in either mulch bed. These plantings must also receive Landscape committee approval. See Section A.**

## **SECTION A**

To submit a request for your plantings, complete the form, “Request to the Landscape and or/ Architectural Integrity Committee” available on the the Timber Oak website.

Allow up to six weeks for Landscape Committee review and response.

## SECTION B

### Accepted Plant List

#### Annuals

<u>Common Names</u>	<u>Light Requirements</u>	<u>Height</u>
Impatiens	Sun & Shade	Low
Petunias	Sun	Ground Cover
Marigolds	Sun	Low to Medium
Geraniums	Sun	Medium
Annual Rudbeckia	Sun	Tall
Annual Daisies	Sun	Tall
Begonias	Sun & Shade	Low to Medium
Pansies	Sun & Part Shade	Low
Chrysanthemums	Sun	Medium
Cabbage & Kale	Sun	Low
Dusty Miller	Sun	Medium
Saliva	Sun	Medium

#### Spring and Summer Bulbs

<u>Scientific Name</u>	<u>Common Names</u>	<u>Light Requirements</u>	<u>Height</u>
Narcissus Hybrids	Daffodils	Sun	Medium
Tulipa Hybrids	Tulips	Sun	Medium
Muscari	Grape Hyacinth	Sun & Part Shade	Low to Medium
Alliums	Flowering Onion	Sun	Medium to Tall
Lillium	Lily Hybrids	Sun	Tall
Crocus	Crocus Hybrids	Sun	Low to Medium

This list may be updated periodically.

## **GLOSSARY**

### **Common Elements**

All portions of the Common Interest Community other than the Units. Boundaries of each Unit consist of Interior Surfaces of all walls, floors, windows, exterior doors, garage doors and ceiling are designated as boundaries of a Unit. All lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting of any of the finished surfaces thereof are part of the Unit, and all other portions of the walls, floors, windows, exterior doors and ceiling are a part of the Common Element.

### **Vehicle Registration Form**

Scooters/Mopeds that comply with the following do not require License Plate/Registration under CT State Law, Title 14, Section 14-286

- Cannot exceed more than 30 MPG
- Automatic Transmission
- Less than 2 Brake Horsepower