

**TAYLOR
RIDGE EAST**

HANDBOOK

AND EXCERPTS FROM THE COVENANTS

January 1, 2021

The Board, with legal assistance, has created this handbook. The rules comprised in this document are to ensure a pleasant curb appeal and maintain property value in our neighborhood.

- 1) No vegetable gardens will be allowed in the front or side of the residence that is viewable from the street.
- 2) Residents are allowed four (4) decorative planters and four (4) hanging baskets in the front of their residence.
- 3) No clothing or linen may be hung in view of the street. A removable clothesline may be placed in the back yard. Clothes and linen must be removed the same day.
- 4) All grills must be stored in the garage or the rear of the house.
- 5) Residents are required to maintain the exterior of the residence from algae, soot and other unsightly debris at a minimum of once a year.
- 6) Under no circumstance may port-a-potties be allowed on the property that is visible from the street.
- 7) No composting allowed in the front or side of the residence that is viewable from the street.
- 8) Trash and recycle bins must be stored in the garage or on the side of the residence. All trash must be placed in trash cans to prevent animals from tearing them open.
- 9) Trash and recycle bins may be placed at the curb Twenty-Four (24) hours prior to the scheduled pickup and removed no later than Twenty-Four (24) hours after the pickup.

- 10) Lawns are to be maintained. Grass and weeds cannot be longer than Four (4) inches tall. Weeds must be removed in a timely manner.
- 11) No dogs allowed to be off their leash other than in a fenced yard that the dog is unable to get out.
- 12) All fencing must be maintained to a “like new” condition.
- 13) Christmas/Holiday decorations & lights may be put up no earlier than Six (6) weeks prior to the holiday and are to be removed no later than Five (5) weeks after the holiday.
- 14) Snow accumulation of Four (4) or more inches must be removed from the sidewalks within 24 hours.
- 15) Political Signs: All political signs must be removed no later than the day after the election.

All the above-mentioned items are violations and can be assessed with a fine by the Taylor Ridge East Management.

The following are excerpts from the Taylor Ridge
East Covenant Documents.

DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS FOR TAYLOR RIDGE EAST

I. MEMBERSHIP AND VOTING RIGHTS

- A. **Membership.** Every Owner shall be deemed to have a membership in the Association. In the event an Owner consists of more than one person, such persons shall have one membership in the Association in common.

II. RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

- A. **Rules and Regulations.** **The Association may make and enforce reasonable rules and regulations which shall be consistent with this Declaration and the Association Documents.** The Association shall have the power to impose sanctions on Owners, including without limitation: (i) reasonable monetary fines which shall be considered Lot Assessments, (ii) suspension of the right to vote as a Member of the Association, and (iii) suspension of the right to use the Common Property. In addition, the Board shall have the power to seek relief in any court for violations or to abate unreasonable disturbances. If the Board expends funds for attorneys' fees or litigation expenses in connection with enforcing this Declaration, the Association Documents or the Rules against any Owner, tenant, guest or invitee of any Owner, the amount shall be due and payable by such Owner and shall be a Lot Assessment against such Owner's Lot.

B. **Types of Assessments.** No Owner may gain exemption from liability for any Assessment by waiving or foregoing the use or enjoyment of any of the Common Property or by abandoning his/her Lot. Annual and Special Assessments shall be fixed at a uniform rate for all Lots.

III. ASSESSMENTS

A. **Remedies.**

1. **Late Charge: Acceleration.** If any Assessment remains unpaid for 10 days after all or any part thereof shall become due and payable, the Board may charge interest at the lesser of the rate of 12% per year or the highest rate permitted by law, together with an **administrative collection charge of \$25.**

2. **Liens.** The Board may authorize the Association to institute an action at law on behalf of the Association against the Owner(s) personally obligated to pay any delinquent assessment. An Owner's personal obligation for a Lot's delinquent Assessments shall also be the personal obligation of his/her successors in title who acquire an interest after any Assessment becomes due and payable and both such Owner and his/her successor in title shall be jointly and severally liable therefor.

3. **Vote on Association Matters: If any Assessment remains unpaid for 30 days after it becomes due, then the delinquent Owner's voting rights upon Association matters and privileges to use the Common Property, except for necessary ingress and egress to his/her Lot, shall be suspended until such Assessment is paid.**

IV. MAINTENANCE

A. **Maintenance by Owner.** Each Owner or occupant shall repair, replace, and maintain in good order and condition, at his/her expense, his/her Lot all portions thereof, all improvements thereto, and all structures thereon, and equipment and components used in connection with, his/her Lot. This maintenance responsibility includes, without limitation, promptly furnishing all necessary materials and performing or causing to be performed at his/her own expense all maintenance, repairs and replacements within such Lot that, if omitted, would adversely affect the safety and usefulness of the Common Property. Each Owner shall maintain those portions of his/her Lot that are adjacent to any portion of the Common Property in accordance with the Rules and the requirements set forth in this Declaration.

B. **Right of Association to Repair Lot.** If any Owner fails to maintain his/her Lot and all improvements situated thereon in the manner required herein, and if the Board determines that any maintenance of that Lot is necessary to ensure public safety, to permit reasonable use or enjoyment of the Common Property by Owners, to prevent damage to or destruction of any other part of the Common Property or to comply with the Rules or the terms of this Declaration, then the Board may authorize its employees or agents to enter the Lot at any reasonable time to complete the necessary maintenance and the Board may levy a Lot Assessment for all reasonable expenses incurred.

C. **Damage to Common Property by Owner or Occupant.** If the Common Property is damaged by any Owner or occupant, his/her family, guests, or invitees, then the Board may levy a Lot Assessment against such Owner for the cost of repairing or replacing the damaged property. The Association shall be

entitled to enter a Lot to repair or maintain any Common Property adjacent to such Lot.

V. ARCHITECTURAL STANDARDS

A. **Design Review Board.** No improvement shall be placed, erected, or installed on the Property, no construction, unless the Owner first obtains the written approval thereof of the Design Review Board and otherwise complies with the other architectural standards.

B. **Modifications.** Owners shall submit plans and specifications showing the nature, kind, shape, color, size, materials and location of Improvements and alterations to the Design Review Board for its approval.

VI. USE RESTRICTIONS

A. **Use of Lots.** Lot shall be occupied and used exclusively for single-family, residential purposes and purposes customarily incidental to a residence.

B. **Hazardous Actions or Materials.** Nothing shall be done or kept in any Lot or in or on any portion of the Common Property that is unlawful or hazardous.

C. **Animals.** No person may keep, breed, board or raise any animal, livestock, reptile, or poultry of any kind for breeding or other commercial purpose on any Lot, or in or upon any part of the Common Property, unless expressly permitted by the Rules.

D. **Nuisances.** No noxious or offensive trade shall be permitted on the Property or within any dwelling located on the Property.

E. **Business.** No industry, business, trade, occupation or profession of any kind may be conducted, operated or established on the Property, without the prior written approval of the Board. Business's that currently exist must notify the HOA Board within 30 days of receipt of this handbook for approval to maintain their business or the business must discontinue.

F. **Vehicle.** The Board shall be entitled to create and enforce reasonable rules concerning the parking of any vehicle permitted in the Common Property. **No automobile or motor-driven vehicle shall be left upon or in front of a Lot for a period longer than seven (7) days in a condition wherein it is not able to be operated upon the public highway**, after which time the vehicle shall be considered as a nuisance and detrimental to the welfare of the neighborhood and shall be removed from the Lot. **No trucks, commercial vehicles (defined as: vehicle that is used for and advertises for a business), boats, trailers, vans, campers, motorcycles or mobile homes shall be parked or stored on the street or on any Lot (except in an enclosed structure shielded from view) for any time period longer than five (5) days in any thirty (30) day period**, provided, however, that nothing contained herein shall prohibit the reasonable use of such vehicles as may be necessary during construction of residences on the Lots.

G. **Trash.** All trash shall be deposited in covered, sanitary containers, screened from view. Trash may be taken to the curb no sooner than 6 p.m. the night before the scheduled pickup and must be removed from the curb on later than 6 p.m. the day after the scheduled pickup. **(Updated 2020 – Trash cans must be stored on the side of the house or in the garage.)**

H. **Antennae.** Satellite dishes 24” in diameter or smaller are permitted on the property as long as they are out of view from the street. Satellite dishes larger than 24” in diameter are not permitted.

I. **Tanks.** No combustible fluid may be stored in tanks above or below ground except for propane gas grill tanks.

J. **Mailbox.** Owner must repair/replace broken or damaged mailboxes with a standard USPO approved mailbox.

K. **Yard Lights and Lamp Posts.** All yard lights and lamp posts shall conform to the standards set forth by the Association Board.

L. **Fencing.** No fencing or landscape higher than two (2) feet may be placed on corners or by driveways that would block the view of oncoming traffic.

No chain link, plastic or metal fences shall be constructed and/or permitted on the subject lots. All fencing or walls shall be constructed of wood, or stone. Walls may not exceed the height of four (4) feet. Fences shall not exceed the height of six (6) feet. Wire mesh fencing is permitted only on the interior side of a rail fence; provided, said mesh does not exceed the height of the existing wood fence. **(Updated 2016 – Composite fencing may be installed.)**

M. **Swimming Pools.** No pools that extend twelve (12) inches above the natural grade of the landscape, or Hot tubs are permitted.

N. **Temporary Structures.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on the Property at any time as a residence, either temporarily or permanently.

O. **Clothesline.** One removable, folding umbrella clothesline is permitted. Must be 7' or shorter.

VII. EASEMENTS AND LICENSES

A. **Easement of Access and Enjoyment over Common Property.** Any resident that wants to use common area property longer than 2 hours needs the Boards approval.