

**BRITTANY POINTE
ATTACHED CLUSTER
UNITS**

HOMEOWNERS' ASSOCIATION

P.O. BOX 1714

STOW, OHIO 44224

**RULES AND REGULATIONS
HANDBOOK**

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Welcome

Welcome to Brittany Pointe Attached Cluster Unit Homeowners' Association, Inc. (HOA) Our objective is to maintain our Association as a nice and safe place to live. To accomplish this, the Board has established specific Rules and Regulations.

This Handbook will take into consideration the health, safety and comfort of all our residents. We trust that you will find the Rules and Regulations reasonable and will cooperate by upholding them. The section on architectural guidelines will be of particular importance. Preserving the standards of quality and appearance of our Cluster Units and maintaining property values is a goal to be shared by all.

We ask that you keep this Handbook handy and that you refer to it when necessary. If something arises that may not be covered in the Handbook, please do not hesitate to contact our Management Company, KareCondo (See “Channels of Communication” for more information). Additional information is contained in our Covenants and Codes documents as recorded with the Summit County Records office. The information in the Handbook will be superseded by the Covenants and Codes for any discrepancies in the Handbook.

Thank you.

Brittany Pointe Attached Cluster Homeowners’ Association

Definitions

Owner: Owner shall mean and refer to the County recorded Owner/Owners. Owner/Owners also own the lot of land upon which the Cluster Unit is situated. Owner’s parcel number, description of property including lot dimensions are recorded and can be found in the Summit County Auditor’s website, <http://fiscaloffice.summitoh.net> (Covenants, Article I Section 1.2).

Common Area: The Common Area is the property that is owned by the HOA for the common use of the Owners (Covenants, Article I Section 1.3).

Rules and Regulations: The Rules and Regulations are created by the Board of Trustees and are superseded by the HOA Covenants and Codes and Ohio law. The Rules and Regulations may be amended at any point by the HOA Board of Trustees (Covenants, Article III Section 3.22).

Covenants and Codes for Brittany Pointe Cluster Homes can be viewed through the KareCondo website, www.karecondo.com.

Channels of Communication

The Board of Trustees consists of three (3) Owners that serve without compensation and volunteer their time for the betterment of the HOA. Decisions concerning the HOA are made during the Board’s scheduled meetings. In conjunction with Board meetings, the HOA relies on the Management Company, KareCondo, to carry out the Board’s decisions and handle all communication by and between Owners, contractors and vendors.

Please direct any HOA related matters to KareCondo. When contacting KareCondo in writing, please include your name along with your Brittany Pointe Attached Cluster Unit address so KareCondo can help you as promptly and efficiently as possible. You can contact KareCondo by calling the office at 330-688-4900, emailing our **HOA manager, Erica Vallen** at evallen@karecondo.com, or visiting the website at www.karecondo.com.

The Board requests your cooperation in respecting that Board members are not employees and should not be contacted directly on HOA matters outside Board meetings. Board members are not individually responsible for resolving HOA matters and can only decide on issues brought to their attention by the Management Company, KareCondo.

The only exception is that you should send a letter directly to the Board concerning problems you may have with the Management Company. Your support is appreciated.

Good Neighbor Policy

Brittany Pointe Attached Cluster Unit Covenants and Codes along with the Rules and Regulations define the standard of living residents may expect from our Cluster Home environment. These documents are designed to protect the rights of each resident. However, policy and procedure cannot replace courtesy and the need to communicate with each other. Before filing a complaint about a neighbor, take the time to have a personal discussion. Neighbors talking with each other in a non-threatening way can achieve quicker results in a friendlier fashion. Our documents are our foundation. Our community spirit lies within the hands of each resident.

1. General Information

- A. The mail stations are located on Brittany Boulevard.
- B. The address of the HOA is: Brittany Pointe Attached Cluster Unit HOA, P.O. Box 1714, Stow Ohio 44224.
- C. Chaucer Circle, Dorchester Court and Brandon Court are private roadways owned and maintained by the HOA.
- D. We are a private Cluster Homeowners' Association. We are governed by the Covenants and Codes of the HOA and Rules and Regulations Handbook. A Board of Trustees consists of three members who are elected from the Unit Owner membership. The Trustees are unpaid volunteers who are entrusted to oversee all the administration of the HOA on behalf of the Unit Owners. They serve for staggered 3-year terms.
- E. The HOA purchases an insurance policy for the Common Areas and the outside of the buildings only. The Unit Owner must obtain an insurance policy, at their cost, for the coverage of patio, deck, front porch stoop, garage door, windows, air conditioners, furnaces, appliances, personal property, inside drywall and for the personal injury liability on their property.
- F. The Annual Meeting of Owners of the HOA is held on the first Monday in April of each year (per the Code of Regulations).
- G. No action shall at any time be taken by the HOA or its Board which in any way would discriminate against any Unit Owner in favor of another.
- H. Law enforcement in Brittany Pointe is the Lakemore Police Department. The non-emergency number is 330-733-1625.
- I. Lakemore Fire Department services our area. Dial 911 for emergencies.
- J. A personal business is not permitted on any HOA property. However, Unit Owners can make use of an area in their Unit for a home office.
- K. Records can be examined in person or copies requested from the Management Company, KareCondo (See page 18-19 for the Policy and page 20 for the Request Form).

2. Occupancy Restriction: see Amendments filed with Summit County on April 19, 2022.

- A. To protect the HOA community from a potential safety risk, the HOA passed (in 2022) an Amendment that prohibits sexual offenders - for whom the county sheriff must provide community notice – from residing in, occupying or remaining on the property. The Amendment only applies to those offenders for whom public notice of their intent is sent by the sheriff.
- B. Cluster Home purchasers in our HOA community must reside in the unit purchased. Exceptions are:
 - i. All lot owners are allowed an automatic, one-time hardship exemption to lease for a

- time period of up to 24 months.
- ii. Owners who are leasing their lots prior to the filing of the Amendments with Summit County are grandfathered, meaning the owner will have the right to continue to lease their lot, subject to the requirements outlined in the “Language to Amend” document.

3. Community Environment of the HOA

- A. Littering is prohibited.
- B. All damages to the Common Areas caused by a Unit Owner, child, pet or guest must be promptly repaired or replaced at the expense of the Unit Owner.
- C. The Board may remove any unattended item in the Common Area at the Unit Owner’s expense.
- D. Any loud noises (such as music, mufflers) that disturb others are prohibited.
- E. Any Unit Owner should report, in writing to KareCondo (Refer back to the “Channels of Communication” section) any repairs needed to the Common Area.
- F. Unit Owners shall not give instructions to any contractor hired by KareCondo/ Board. Please communicate your concerns directly to KareCondo (Refer back to the “Channels of Communication” section).
- G. Residents must immediately clean up any oil, fluid leaks and spills on roadways, parking areas and driveways.
- H. No oil, solvent, volatile or flammable material is allowed to flow into the storm sewers or Common Areas.
- I. Vehicle repairs are not permitted on HOA streets, parking areas, or driveways.
- J. In order to maintain uniformity and harmony within the HOA community, a landscaping company will be hired and paid by the HOA to mulch (dark brown only) the landscape beds every other year.
- K. A company will be hired and paid by the HOA to complete necessary concrete leveling repairs (alternating every other year from mulching).
- L. The parking of any Owner or visitor vehicle overnight on HOA roadways is not permitted. Short term parking is only permitted for family gatherings and service vehicles.
- M. Animal waste must be cleaned up immediately.
- N. Storage of trash containers outside an Owner’s Unit is prohibited.
- O. Feeding of any outdoor animals is prohibited.
- P. Standing water in any outdoor container or location is prohibited.
- Q. Flying of drones is prohibited.
- R. Invisible pet fences are prohibited.
- S. Any installation of security cameras needs HOA Board approval.
- T. Yard sales are not permitted due to lack of parking and blocking streets. A one day estate sale may be approved by the Board with a written request.
- U. Fireworks are prohibited due to the proximity of Units.

4. HOA/Trustee Responsibilities

In collaboration with the Management Company (KareCondo) and affiliated Law Firm (Kaman and Cusimano), the Board of Trustees is entrusted with complete stewardship of the Association -founded on a Core Value of doing what is best for our community and continually seeking new and better ways to protect the value of our community’s appeal, infrastructure and marketability. The Trustees, on behalf of the HOA will:

- Ensure the current and future adopted “Fully Funding Reserves” financial plans (developed by an independent organization) are periodically updated and well monitored. These plans are designed to keep the Reserves balance at an adequate level to meet all projected future repair and replacement expenditures of specific Capital Items -without creating a surplus or the need for Special Assessments.
- Collaborate with the Management Company and/or affiliated Law Firm to:
 - A. Recommend appropriate Amendments to our Covenants or Codes as community needs or laws change.
 - B. Procure legal advice as needed to ensure we are in compliance with Ohio law.
 - C. Create, distribute and enforce Rules and Regulations in conjunction with the Covenants and Codes to ensure our community remains safe and comfortable for all Owners.
 - D. Conduct the business of the HOA ethically and without favoritism through formal Board meetings.
 - E. Monitor the ongoing needs of the community.
 - F. Conduct periodic walkthroughs, as needed, to maintain the appearance and quality of the community.
 - G. Maintain architectural control of the Cluster Homes to preserve the quality of the community.
 - H. Conduct an Annual Meeting and periodically distribute newsletters and announcements (via print or email) to communicate HOA business.
 - I. Develop and manage the HOA operating budget.
 - J. Monitor the payment of HOA quarterly Operating Assessments.
 - K. Negotiate and monitor contracts.
 - L. Provide for weekly trash removal, seasonal lawn mowing and maintenance and snow removal (when it exceeds 2 inches).
 - M. Procure Association buildings, business liability and Trustees and Officers Liability Insurance.
 - N. Maintain Common Areas and private streets (Dorchester, Brandon and Chaucer).
 - O. Provide tree maintenance in the Common Areas.
 - P. Provide identified and necessary leveling of patios, drives, and sidewalk (opposite years of mulching).
 - Q. Pay for electric costs of streetlights on Brittany Attached HOA streets.
 - R. Repair of gutters and downspouts damaged by storms and wind.
 - S. Maintain Shared Assets with Brittany Point Unattached HOA.

5. Residential Unit Requirements

- A. Units shall be occupied and used by a maximum of 2 persons per bedroom.
- B. Any change, modification or alterations to the Owner’s Unit and property must be documented on the Architectural Change Form (see page 15) and submitted to KareCondo. Afterward, final written approval from KareCondo and the Board must be received before any change, modification or alteration can be started.
- C. Unit Owners may have landscape solar lights. The lights must be within the front, side and rear landscape beds. The Unit Owner is responsible for any maintenance needed to the lights. Lights that are not working must be repaired or removed.
- D. The use of blankets, sheets, towels or newspapers, etc. for window coverings is not permitted.
- E. The Unit Owner must immediately repair broken windows, torn screens, damaged doors, broken window blinds, and damaged garage doors. The Board must be notified of the repairs. Like materials must be used on all repairs on the exterior of the unit.

- F. Window air conditioning units are not permitted.
- G. The patio, stoop and porch may be sealed with a clear and/or non-slip sealant. The porch, stoop, driveway, steps, walkway and patio shall remain the natural color. Coloring of these surfaces is not permitted.
- H. Nails, screws, decorations, ornaments and other permanent fasteners are not permitted to be used on the siding of the Unit.
- I. Flag holders can only be attached to the wood frame around the garage door. Only two flags may be flown and must be an American flag and military flag. The American flag must be flown above the military flag.
- J. Smoking of marijuana and ingesting of marijuana is prohibited on HOA Common Areas.
- K. Trees may be planted with written approval of the Board. The Unit Owner is responsible for the trimming and upkeep of the tree. If the tree dies, the Unit Owner shall return the area to its original condition or replace the tree with the approval of the Board.
- L. Signs in yards are not permitted except for what is listed in the Covenants.

6. Unit Owner Responsibilities

We are listing some of these items to assist you in maintaining your Unit. Please refer to the Covenants and Codes for more descriptions.

- A. All maintenance and repairs of the interior of the unit, including drywall. This includes repairs caused by any water intrusions.
- B. All maintenance and repairs of the garage space, garage doors, operating mechanisms of the garage and garage door opener.
- C. All repairs due to damage caused by animals or insects.
- D. All maintenance and repairs of air conditioner, air conditioner pad and compressor.
- E. All maintenance and repairs of the exterior outlets and water faucets. Water hoses must be placed so they are not visible from the street. During freezing months, hoses must be disconnected from spigots and the water lines to the spigots turned off.
- F. Cleaning, such as power washing (deck brushing) of stoops, patios, driveways, walkways, siding and gutters. This includes removing debris and ice dams from gutters.
- G. All maintenance and repairs of doors, windows and sliding doors.
- H. Painting of the front door and door trim, shutters, garage door and door trim and cedar shingles. All wooden trim is to be painted white. Approved shutter and door colors are Hunter Green, Country Blue, Burgundy, Black, White, Gray and Cream. Front door and shutters must be painted the same color. Cedar shingles must be painted in the color that matches the siding (Contact a Trustee to obtain color swatches).
- I. Repair of utility service line connection to the unit as well as payment of utilities separately metered for the Unit.
- J. Procurement of insurance to cover drywall in and contents of the Unit as well as personal liability coverage for yard, sidewalk and driveway areas.
- K. Weeding of all landscaping beds. This includes removal or replacement of dead plants in containers or landscaping beds. Maintenance of all plants and trees planted by the Owner or previous Owner in the landscaping beds and around the unit.
- L. Maintaining a 12 inch edging next to all exposed siding and air conditioning units to prevent damage by contractors. HOA is not responsible for damage to siding or air conditioners.
- M. Emptying newspaper slots weekly at mailbox units.
- N. Responsible for any person(s) or contractors hired by Unit Owner.

- O. Preparing the Unit when it is vacant. The main water valve must be turned off. All lines to any faucets should be shut off. The goal is to protect the water lines from freezing. Electrical appliances are to be unplugged. Unit Owners should consider consulting professionals to further protect the Unit.
- P. Notify the Board in writing of any planned changes to the exterior of the Unit. This excludes personal planting of flowers in the existing flower beds.
- Q. Responsible for any repairs or expenses up to the amount of any applicable deductible for loss or damage to their Residential Unit. The HOA is responsible for all costs and other expenses pertaining to the Common Elements (Amendment C as filed with Summit County on April 19, 2022).

7. Garages

- A. Only minor maintenance to motor vehicles may be done in the garage. Body work, welding and noisy repairs are prohibited.
- B. The garage and driveway in front of the garage are to be used as the primary parking area for resident vehicles. Guest parking is not to be used for resident parking.
- C. Only like replacement garage doors are permitted. Written approval must be submitted and written Board approval is needed to replace the garage door.

8. Motor Vehicles

- A. All vehicles need to be parked in the garage or driveway. On-street parking is not allowed except for short term special occasions.
- B. Parking of resident's vehicles is not permitted in the guest parking lot.
- C. Loud exhaust systems on vehicles are prohibited.
- D. Parking unregistered vehicles on streets and guest parking is prohibited.
- E. Parking or driving on any grass areas, either on an Owner's property or Common Areas, is prohibited (to protect grassy areas and eliminate repairs needed to lawns).
- F. Vehicle repairs on streets, driveways and guest parking is prohibited.

9. Pets

- A. No animals other than dogs, cats, birds, and fish are to be kept in any Unit.
- B. Snakes, lizards, swine, equines and bovines are prohibited.
- C. Any service animal is permitted.
- D. Pets are not allowed to run free and must be leashed at all times when outside. Invisible fences are prohibited.
- E. All animal waste must be picked up and disposed of immediately. This includes on the Owner's property, neighbor's property and all Common Areas.
- F. Pets are limited to 2 animals per Unit.
- G. No pet or other animal shall be tied or housed outside a Unit or on Common Areas.
- H. Unit Owners will be held responsible for all damages to any property by their pet. The damages will be repaired by the Owner at their expense. If the Owner does not repair the damages, the HOA will repair the damages and the Unit Owner will be billed for the repairs.

- I. Animals that are deemed aggressive/vicious by the judgment of the Board will be required to wear muzzles. A written notice from the Board will be issued to the Unit Owner for the requirement of a muzzle on the animal.
- J. The Village of Lakemore has passed an ordinance on vicious animals (Village Ordinance #1542-201).

10. Rubbish Removal

- A. Secure rubbish in a manner that prevents it from being blown around the property. If rubbish becomes scattered, it must be cleaned up immediately by the Owner.
- B. All trash must be in a **covered trash container**. Trash containers may be put out on the street the evening before (**after 4 p.m.**) trash pickup is scheduled.
- C. Any issues with trash pickup should be reported to KareCondo (Refer back to the “Channels of Communication” section).
- D. Unit residents must contact KareCondo (refer back to the “Channels of Communication”) to arrange for removal of anything that is not normally included in the weekly pickup, at their expense.
- E. Large items shall be stored inside until the day of pickup unless special arrangements have been made with the Board.

11. Insurance

- A. The HOA Board will purchase a master insurance policy to cover the outside of the buildings and the Common Areas.
- B. The Unit Owner/resident must obtain insurance for the contents of the Unit and liability of the property. The policy should cover the deck, patio, windows, doors, garage doors, HVAC equipment, drywall, etc. to list a few of the requirements.
- C. The HOA Board is the only entity authorized to file a claim against the HOA master insurance policy.
- D. If your agent has any questions about the HOA master insurance policy, please contact KareCondo (Refer back to the “Channels of Communication” section).
- E. The Association’s insurance policy will include a reasonable deductible as determined by the Board (per Amendment C as recorded in Summit County, April 19, 2022) and in conjunction with the prevailing recommended deductible by insurance companies. The Owner is responsible for any repairs or expenses up to the amount of any applicable deductible for loss or damage to their Residential Unit and the Association is responsible for all costs and other expenses pertaining to the Common Elements.

12. Sale of a Cluster Unit

- A. The Board must be notified in writing of any changes of occupancy within 30 days of the change.
- B. The seller is responsible for providing the following information to the Board:
 - i. Verify that payment of assessments are current (no arrears of dues and assessments).
 - ii. Notify the Board in writing that the Unit is for sale.
- C. The seller is responsible for providing the buyer the following:
 - i. A copy of the Rules and Regulations Handbook.
 - ii. Written notice to any buyer of all architectural changes and improvements by the current Owner/seller.

- iii. Confirmation the HOA is currently fully funding Reserves (Contact KareCondo to obtain).

13. Cable Television

- A. Cable television and other services are a contract between the resident and the cable company.
- B. Arrangements for the installation and disconnection of the cable service are the Owner's/resident's responsibility.
- C. When cable service is installed or disconnected, it is the responsibility of the Unit Owner to make sure the wiring and service lines are properly secured and not on the ground. The cable service must be underground.
- D. Exposed individual television antennas are prohibited.

14. Satellite Dish Television

- A. The satellite dish must be placed in the best unobtrusive location possible within the Owner's property.
- B. If the dish is on the ground all wiring must be underground.
- C. If installed on the roof, the installation must not damage the roof and wiring must be neatly attached to the Unit without damaging the siding.
- D. All installation and maintenance is at Owner's expense.

15. Lights

- A. It is the responsibility of the Unit Owner to replace all outdoor lights.
- B. White (soft or daylight) is the only color approved for use on front door and garage lights.
- C. A sixty (60) watt bulb is recommended for the fixtures.

16. Landscaping

- A. Unit Owners are responsible for maintaining and weeding all mulch beds.
- B. If landscaping beds of the Unit are not maintained by the Owner, the Board will have a landscaping company maintain the beds at the Unit Owner's expense.
- C. The landscaping beds will be mulched every other year, by the HOA, with only dark brown mulch.
- D. Any mulch applied by the Owner during the alternate years or on any other mulched areas on their property must be only dark brown.
- E. The HOA may have the plants / shrubs in the front bed trimmed once a year.
- F. The privacy arborvitaes will be trimmed, by the HOA as needed. They will be sprayed once a year, by the HOA, to prevent disease and insect infestation.
- G. Beginning Spring 2023, vegetable plants are permitted in the rear of the Unit only.

17. Architectural Guidelines

- A. In order to keep uniformity, preserve the integrity and establish guidelines and standards for our HOA, the following rules have been enacted and apply to all requests for exterior changes, modifications or alterations.

- i. A written request for any type of change, alteration, or modification to any Cluster Unit must be submitted to KareCondo for approval. Written approval must be received from KareCondo/Board before starting any change, alteration or modification. This is to be done using the Architectural Change Request Form (found on page 15 of this document). Failure to get written approval from KareCondo/Board may result in the removal of the change, alteration or modification at the Owner's expense.
- ii. Following the written approval from KareCondo/Board, it is the responsibility of the Unit Owner to secure any necessary building permits and to ensure conformity to jurisdictional codes and HOA rules. A copy of the building permit must be submitted to KareCondo/ Board if a permit is needed and issued.
- iii. In the event damage occurs as a result of any changes, alterations or modifications, the Unit Owner is responsible for the repairs.

18. Architectural Approval Items

Any changes to items below must be submitted to KareCondo/Board for approval:

- A. Storm door installation. Only the color white is permitted.
- B. Replacement windows:
 - i. The installations of replacement windows must have written approval from KareCondo/ Board before the job is started.
 - ii. Windows must be of like materials, style and color. White is the only acceptable color.
 - iii. If a building permit is required, a copy must be submitted to KareCondo/ Board.
 - iv. An upgrade in the quality of the windows will be approved if the appearance is the same as the original.
 - v. Maintenance and cleaning of the windows are the Owner's responsibility.
- C. Replacement doors:
 - i. Storm door installation must have written approval from KareCondo/ Board.
 - ii. Any change in color to the front door must be from the original approved colors which are: Hunter Green, Country Blue, Burgundy, Black, White, Gray and Cream.
 - iii. Doors and shutters must be the same approved color.
 - iv. Maintenance and upkeep of all doors are the responsibility of the Owner.
 - v. Like materials must be used for any door replacement.
- D. Fireplace installation or replacement:
 - i. A new installation of a fireplace must have written approval from KareCondo/ Board.
 - ii. A replacement fireplace must be of like type as the original.
 - iii. Wood burning fireplaces are not permitted.
- E. Shrub beds:
 - i. The planting of flowers is permitted.
 - ii. Written KareCondo/Board approval must be given for extending existing landscaping beds or adding new landscaping beds.
 - iii. Trees may not be planted without written KareCondo/Board approval and submitted on the Architectural Form along with a utilities survey provided by the Owner.
 - iv. If a tree or other shrub is planted, the Unit Owner is responsible for the maintenance and replacement or removal if the tree or shrub dies.
- F. Fences:
 - i. Changes made to existing fences or requests for the arborvitaes privacy option need written KareCondo/Board approval.
 - ii. Fences of any kind may not be installed without written KareCondo/ Board approval.

- iii. New fences must be placed within the Owner's property. A survey may be needed to determine property lines and this is at the Owner's expense.
- G. Installation of new decks:
- i. Installation of a new deck needs written approval from KareCondo/Board.
 - ii. The Owner must submit a drawing of the deck with their request on the Architectural Form. KareCondo/Board must approve the deck design before the Owner applies for the local building permit.
 - iii. All hand railings and steps must be determined by local building codes.
 - iv. KareCondo/Board approval is needed for the color on the staining/waterproofing of the deck.
 - v. Maintenance and insurance of the deck is the Owner's responsibility.
- H. Patios, porches, stoops:
- i. Owners must notify KareCondo/ Board if repairs are needed to patios, driveways, walkways, or stoops.
 - ii. Concrete patios, steps, walkways, driveways and stoops must be poured concrete and remain the natural color.
 - iii. Cleaning of the patio, driveway, walkway and stoops is the Owner's responsibility.
 - iv. The patio, stoop, walkway, steps and driveway are not permitted to be colored. Only clear sealant material is allowed.
 - v. Leveling of patios (with no structures on them), stoops, driveways, and walkways is the HOA's responsibility.

19. Collection Policy: (sent to members from KareCondo Management Company March 22, 2022)

Brittany Pointe Attached Homeowners Association
COLLECTION POLICY

1. All quarterly assessments are due on the 1st day of January, April, July, and October and are considered late if not postmarked by the 15th day of each quarter.
2. After the late date, an administrative late charge of \$25.00 per month will be added for any late payment or on any balance of unpaid assessments.
3. The Association will apply any payments in the following order:
 - A. Interest owed to the Association.
 - B. Administrative late fees owed to the Association.
 - C. Collection costs, attorney's fees and paralegal fees the Owners' Association incurred in collecting the assessments.
 - D. Oldest principal amounts the owner owes for common expenses or penalty assessments charged to the account.
4. Any unpaid assessment may result in collection action, including letters, liens, updated liens, suits for money judgment, and foreclosure. Once judgment is obtained, the Association may proceed with post-judgment action, including bank attachment and wage garnishment. Any costs the Association incurs in the collection of unpaid assessments, including non-sufficient bank fees, attorney's fees, recording fees, title reports, and court costs, will be charged back to the Owner's account.
5. While a foreclosure case is pending, partial payments may not be accepted, unless through a formalized payment plan or Receiver, approved by the Court.
6. If any Owner (either by their conduct or by the conduct of any occupant) fails to perform any other act required by the Covenants, The Codes of Regulations, or the Rules and Regulations, the Association, after giving proper notice and an opportunity to request a hearing, may levy an

enforcement assessment, undertake such performance, or cure such violation. Any costs the Association incurs in taking such action will be charged back to the Owner's account.

7. If an Owner is more than 30 days past due in the payment of any assessment, the Association may suspend privileges including the right to vote, the use of the amenities, or the ability to apply for architectural approval.

20. Complaint Procedure

- A. Policy and procedure cannot replace courtesy and the need to communicate. Neighbors talking with each other in a non-threatening way can achieve quicker results. Our community spirit lies within each occupant.
- B. Complaints against anyone violating the rules must be submitted to the Management Company/Board in writing and must contain the name, date, address, and telephone number of the individual filing the complaint. (Form found on page of 16 in this document).
- C. The Management Company/Board will, in most instances, contact the alleged responsible Owner after receipt of an initial complaint, and a reasonable effort will be made to gain the Owner's agreement to cease the violation.
- D. If reasonable efforts to gain compliance of the violation are unsuccessful, the Unit Owner may be subject to an enforcement assessment in accordance with the Enforcement Policy.
- E. In the event of an enforcement assessment hearing, or court hearing, copies of complaints and the complaining party identity will be made available to the alleged violator.

21. Rule Enforcement and Violations

- A. Notwithstanding anything contained in these Rules, The Board has the right to proceed, immediately or otherwise, with legal action for any violation of the Covenants, the Codes of Regulations, or Rules and Regulations ("Governing Documents") as the Board, in its sole discretion may determine. The entire cost of effectuating a legal remedy to impose compliance, including court costs and attorney's fees, will be assessed to the account of the responsible Owner.
- B. The Owner is responsible for any violation of the Governing Documents by the Owner, or the guests, or the occupants, including tenants, of the Owner's home.
- C. All costs stemming from any violation, including enforcement assessments, cleaning, repairs, or removal, will be charged to the responsible Owner's account.
- D. In addition to any other action, and if applicable, in accordance with the procedure outlined below, the Board may: a) levy an enforcement assessment for damages and/or cleaning of the common elements or other property, or b) levy an enforcement assessment per occurrence or if the violation is continuous and ongoing in nature, levy an enforcement assessment per day, or c) levy an enforcement assessment for the approximate cost to physically remove the violation. For any violation of the Governing Documents that is continuous and uninterrupted for a period of more than 24 hours, each calendar day that the violation continues without interruption constitutes a new and separate violation.
- E. Prior to the imposition of an enforcement assessment for a violation, the following procedure will be followed:
 1. Written notice(s) will be served upon the alleged responsible Owner specifying:
 - a. A description of the property damage or violation.
 - b. The amount of the proposed charge (or, if unknown, a reasonable estimate of the proposed charge) or enforcement assessment.

- c. A statement that the Owner has a right to, and the procedures to request a hearing before the Board to contest the proposed charge or enforcement assessment.
 - d. If applicable, a reasonable date by which the Owner must cure the violation to avoid the proposed charge or assessment.
2. To request a hearing the Owner must mail or deliver a written “Request for Hearing” notice (see attached on page 17 of this document) which must be received by the Board not later than the tenth day after receiving the notice required by Item 1 above.
 - a. If an Owner timely requests a hearing, at least seven days prior to the hearing, the Board will provide the Owner with a written notice that includes the date, time and location of the hearing. If the Owner fails to make a timely request for a hearing, the right to that hearing is waived, and the enforcement assessment will be immediately imposed.
 - b. At the hearing, the Board and alleged responsible Owner have the right to present any evidence. This hearing will be held in Executive Session and proof of hearing, evidence of written notice to the Owner to abate action, and intent to impose an enforcement assessment will become a part of the hearing minutes. Within 30 calendar days of the hearing, the Owner will be sent written notice of the Board’s decision.
 - c. In the event of an enforcement assessment hearing, or court hearing, copies of complaints and the complaining party identity will be made available to the alleged violator.
 3. The Association may file a lien for any enforcement assessment that remains unpaid for more than 10 days.

22. Gas Grills and Fire Pits

- A. Grilling inside the garage is prohibited and, when in use, all grills must be at least six (6) feet away from the Cluster Unit. In case of an emergency, a functioning water hose and/or fire extinguisher should be readily accessible.
- B. Fire pits are not permitted.
- C. Fireworks are not permitted.

23. Awnings

- A. The plans for any awning that is going to be attached to a Unit must be submitted to KareCondo/ Board for approval on an Architectural Form.
- B. Written approval must be given by KareCondo/Board before installation of the awning is started.

24. Heat Roof/Gutter Cables

- A. Heat cables or equivalent for roof/gutter deicing must be submitted in writing to KareCondo/ Board for approval.
- B. A licensed contractor must be hired for the installation.
- C. All expenses and maintenance of the cables will be that of the Unit Owner.

**Brittany Pointe Attached Homeowners' Association
Architectural Change Request Form**

Must be sent to KareCondo: PO Box 1714, Stow, Ohio 44224

Date of Request _____

Owner Name _____ Phone _____

Property Address _____

Please describe requested change(s) and its location on property. **Include specifics such as size, style, and color maker/brand name as applicable. Also, please attach drawing(s) / picture(s).**

Please provide the name, address and contact information of the contractor(s) you want to hire to complete the work. Also, include what is the probable timetable for when work will, ideally, be started and completed?

Note: Upon notification of your request to the Board by KareCondo, the Board will review your request, advise KareCondo of any questions / concerns they may have and instruct KareCondo to communicate those to you in writing.

This section is for Board of Trustees Use Only
Date the Request Form was received from KareCondo:
Date the Request Form was reviewed by the Board:
Is any action required by the Board first before the project can be started? Yes / No <u>If Yes, describe what needs to be done, by whom and when</u>

Date Owner received the final decision from KareCondo / Board _____

**Brittany Pointe Attached Homeowners' Association
Complaint Form**

This form must be signed.

Nature of Complaint (animal, noise, etc.) _____

Location: _____

Number of occurrences: _____

Dates of Violation: _____

Times of Violation: _____

Name of offender (if known): _____

Details: Be specific please:

Was any attempt made to resolve this problem? Circle one: Yes No
If yes, what were the results?

Name (please print) _____ Signature required _____

Your address: _____

Received by KareCondo (Date) _____ Manager or other _____

Disposition _____

In the event of an Enforcement Assessment Hearing or Court Hearing, copies of complaints and the complaining party identity will be made available to the alleged violator.

Brittany Pointe Attached Homeowners' Association

Written Request for a Hearing Notice

Unless a written request for a hearing, signed by the person(s) named as Owner(s) in the accompanying correspondence is received by the Board within ten days, The Board may proceed with the enforcement assessment and costs of correction or repair without a hearing and you will have waived your right to a hearing. If you want to request a hearing, this completed form must be received within ten days by:

BRITTANY POINTE ATTACHED HOMEOWNERS' ASSOCIATION
C/O KareCondo Management Company
P.O. 1714, Stow, Ohio 44224

I, _____, request to be scheduled for a hearing in front of the Board at the time of the next scheduled meeting, or sooner, of which I will be notified at least seven days in advance. I believe the enforcement assessment/charges for damages, cleaning, removal, etc. should not be imposed because:

Signature_____ Date_____

Signature if more than one_____ Date_____

Printed Name(s) and current address: _____

Current Address: _____

Brittany Pointe Attached HOA Records Request Policy

Requests are to be submitted in writing to KareCondo

1. RECORDS AVAILABLE FOR INSPECTION.

A. Unless otherwise prohibited by law or this policy, any owner may examine and copy (including receiving copies or other information by email) the Association's books, records, and financial reports from the last five years ("Records"), when requested in accordance with this policy for any reasonable and proper purpose. **Contact KareCondo for additional guidelines, costs to Owner for copying, postage and administrative costs.**

B. An owner may not examine or copy any Records that contain any information about:

- i. Personnel matters, including but not limited to salary/benefits information, performance reviews, applications, disciplinary action, and health matters;
- ii. Communications with legal counsel or attorney work product pertaining to potential, threatened, or pending litigation or property-related matters;
- iii. Contracts or transactions currently under negotiation or information that is contained in a contract or other agreement containing confidentiality requirements;
- iv. Enforcement of the Declaration, Bylaws, or Rules against other owners or occupants; and,
- v. Matters or issues the disclosure of which is prohibited by state or federal law.

2. ALL REQUESTS FOR RECORDS MUST BE IN WRITING.

An Owner who wants to inspect, copy, or receive any Association Record must submit a written request to KareCondo using the Association's Request Form (page 20). The request must specifically identify the particular Record(s) desired, including pertinent time periods from the five years immediately preceding the request, and state whether the request is for inspection or copying. The request must be sufficiently detailed to allow KareCondo to retrieve the Record(s) requested, and must include the purpose of the request. The Board will only approve requests containing a reasonable and proper purpose for inspection.

3. ONLY OWNERS OR AUTHORIZED REPRESENTATIVES MAY INSPECT.

Every Owner has the right to inspect, copy, or receive Association Records when in compliance with this policy. An Owner may authorize, in writing, an attorney or other designated representative to conduct this inspection or request copies on the Owner's behalf.

4. RULES OF CONDUCT AND PROCEDURE GOVERNING REQUEST TO INSPECT/COPY.

A. To the extent an Owner is not able to obtain Records on KareCondo's portal, an Owner may inspect Records rather than receive copies by email or regular mail upon request. All inspections will take place at KareCondo's office. Removing original Records from the location where the inspection is taking place is prohibited.

B. KareCondo will make Records available for inspection within a reasonable time, but no more than 5 business days, after KareCondo actually receives the written inspection request. This time frame may be extended if the Records requested are so voluminous or otherwise in such condition as to render this time frame unreasonable. KareCondo will notify the Owner

(by telephone, in person, by email, or in writing) that the Records are available and specify the time, date, and place for the inspection.

C. If the Owner requests to receive documents by regular mail or email, KareCondo will provide the requested Records within a reasonable time, but no more than 10 business days, after KareCondo actually receives the written inspection request. This time frame may be extended if the Records requested are so voluminous or otherwise in such condition as to render this time frame unreasonable.

D. Owners are prohibited from altering any Association Records.

E. All people inspecting or requesting copies of Records must conduct themselves in a businesslike manner and not interfere with the operations of KareCondo's office or any other location where the inspection or copying is taking place. KareCondo will assign one staff person or other Association representative to assist in the inspection. All requests for further assistance and copying during an inspection must be directed only to one Association-designated person.

F. During an inspection, the Owner may designate for copying Records by use of a tab, clip, or sticky note upon the page(s) desired.

G. Owners may not exercise their inspection or copying rights to harass any other Owner or occupant, Board member, manager (or anyone at the management company), officer, director, or employee.

5. CHARGES FOR COPIES/INSPECTION.

A. Upon written request, KareCondo will provide a draft of approved minutes of Association Annual Meetings at no charge.

B. Other than the Association Annual Meeting minutes from the previous five annual meetings, the Owner must pay for copying of regular or legal-sized records. In addition, the owner must pay a minimum clerical fee for the copying of up to 50 pages plus an additional clerical fee of for every increment of 50 pages copied thereafter. There will be a clerical and administrative charge for scanning and emailing records already in electronic format per hour in quarter hour increments (in 50 page increments).

C. To preserve the sanctity of the Records, a physical records inspection requires the presence of a staff member. For inspections that last greater than one hour, the Association may, on its own or through KareCondo, charge the requesting Owner an hourly rate that will be billed in quarter hour increments for staff or other representative attendance at the Records inspection beginning at the time the inspection was scheduled to begin.

D. The Owner must pay the costs of copying, providing, or inspection at the time of billing for copies or actual inspection. However, the Board may, in its sole discretion, require advance payment.

Brittany Pointe Attached HOA Records Request Form
All information must be completed and submitted in writing to KareCondo.

Date: _____

Name: _____

Address: _____

Please identify the specific records requested: _____

Reason for Request: _____

Time period during the past 5 years:

Request for: **copying** **inspection** **(please circle one)**

Date request received by KareCondo: _____

Date inspection or submission to Owner completed:
