

**RULES AND REGULATIONS OF
BROOK POINT VILLAGE II CONDOMINIUM ASSOCIATION
WRITTEN OCTOBER 2019
EFFECTIVE April 1, 2020**

Our objective is to maintain Brook Point Village II (BPV2) Condominium Association as a very nice place to live. In order to accomplish this, we have established these rules and regulations. They take into consideration the health, safety, welfare, and comfort of all residents.

1. No changes are to be made to the exterior of any units, including building or landscaping, without prior approval from the Board of Directors. This includes, but is not limited to, the addition of privacy fences, enlarging or changing patio, the addition of window air conditioners, patio awnings, and the planting of trees. A copy of a diagram of planned changes must be submitted to the Board of Directors prior to any changes. All approved changes are made, maintained and insured at the unit owner's expense. If a Cuyahoga Falls building permit is required, it is the responsibility of the unit owner to obtain such permit. The municipality will not issue a building permit without the prior approval of the Board of Directors.
2. Anyone planting flowers in the existing shrub beds or in their patio areas will be responsible for the maintenance and weeding of those beds. All grass areas will be mowed by the Association, excepting grass areas inside a fenced patio. This area is the unit owner's responsibility. Watering of yard areas is each unit owner's responsibility. Additionally, residents are expected to maintain shrub beds to an aesthetically pleasing appearance.
3. Decorative items of a seasonal nature are permitted, such as flowerpots on front door stoops, Christmas decorations, decorative wreaths, etc. Christmas lights are permitted providing there are no permanent fasteners or holes put into the unit. Holiday decorations are limited to display up to thirty days before and two weeks after said holiday.
4. Pets must always be on a hand held leash, held by a responsible person, leash and under control. This includes cats. (City Ordinance #505.02) Owners must clean up immediately after their pets. (City Ordinance #505.13) Pets may not be tied out in any area on the property. Pet owners shall be held liable for any and all damages caused by their pets to any property, including but not limited to trees, shrubs, and grass. No doghouses or tie outs of any kind are permitted. Fencing may not be constructed with the intention of making a dog run.
5. No furniture or appliances are to be placed permanently on the common areas. No personal items are to be stored in any common area. Picnic tables, grills, etc. may be used on the common areas but must be removed from the grass area after use. Toys, tricycles, etc. may not be left in the common area overnight.
6. Nothing shall be stored in any patio area other than patio furniture, grills, etc., currently in use. Unused or old items are not permitted to be stored in patio areas.
7. Rubbish removal is done by the City of Cuyahoga Falls. Rubbish must be in bags or containers and placed at the curb either the evening before pick-up after 4:00 P.M. or the morning of pick-up. (City Ordinance# 82-1994)
8. There is to be no parking around the cul-de-sac or in the turnaround type drives or in front of gazebos for more than 5 minutes. Parking should always be done so a clear lane is maintained for emergency vehicles.
9. Unit owner cars are to be parked in the garage or in the driveway directly in front of the garage.
10. Vehicle repairs shall be limited to the Unit owner's garage or driveway and vehicles shall not be under repair for more than 24 hours. No commercial repair business of any kind shall be run out of a unit's garage or driveway. Any damage to concrete areas caused by leaking cars or auto repair equipment will need to be

repaired and or cleaned up by the unit owner. If this is not done, the Association will have this area cleaned/repaired at the unit owner's expense.

11. Storm/screen doors may be installed at the unit owner's expense. Upon obtaining approval from the Board of Managers, storm doors may be installed by the Unit owner. All storm doors must be white and full view type. All screen areas to measure not less than 29" wide by 73" long or a TWO section storm door with each screen area measuring not less than 29" wide by 35" long with a middle bar of no more than 2" wide between the top and bottom sections of glass (screen). In certain applications, storm doors can cause excessive heat upon the entry door and its components behind the storm door. If this heat is not allowed to escape, the temperature of the air between the entry door and the storm door can rise to 150 degrees or more, causing damage to the raised moldings and other components, as well as blistering of the paint on its surface. Such damage is not covered by your Homeowners Warranty or Condominium Association insurance and is the unit owner's responsibility to repair. Note: all exterior changes require prior Board approval.
12. Consideration of one another should be a priority, therefore TV's, stereos, gatherings, etc. should be kept at a volume with that in mind, especially in the evening hours after 10:00 P.M. This consideration also includes vehicles that are intentionally, or have become, excessively loud.
13. No signs of any type are to be posted on lawns. "For Sale" signs are permitted in windows only.
14. Garage Sales: Upon obtaining written approval from the Board of Managers, Unit owners may have only Two weekend garage sales per year and no signs are to be posted on the common grounds. All items for sale must be kept inside the garage. Please be sure that Garage Sale attendees park on one side of the street to allow Residents of the Village access to their driveways, and keep a lane open for Emergency Vehicles.
15. This is contractual information and does not belong in the rules as it can change. It can go in a newsletter, however.
16. If a Unit owner plans to be absent from their unit for an extended period, the Board of Directors should be supplied with the following information for the safety of your property as well as that of your neighbors: The Name and phone number of a relative or neighbor who may have a key to your unit and should be notified in case of emergency. Also, if available an address and phone number where you can be reached.
17. Unit owners are always responsible for paying the maintenance fees promptly. Fees are due the first of each month for the month. All payments must be made to the Brook Point Village II. A \$25.00 administrative late fee will be assessed if payment is not received by the 15th of each month. All non-payment matters are subject to the association's Collection Policy, which is attached to this document.
18. Complaints against anyone in violation of these Rules and Regulations, Declarations or By- Laws must be made to the Management Company in writing and signed. In all instances where a photo is needed for proof, one will be required. The Board and/or Management Company will contact the alleged violator and reasonable effort will be made to correct the violation. If the violation is not corrected in a reasonable time, a letter of warning will be sent, followed by a penalty assessment of \$25.00 for the 1st offense, \$50.00 for the 2nd offense and \$100.00 for each offense thereafter. Any and all cost involved in reparation will be charged back to the Unit owner
19. Each resident shall comply with the Rules and Regulations, Declarations and By-Laws, decisions and resolutions of the Association, as lawfully amended from time to time. Failure to comply with such provisions, decisions or resolutions shall be grounds for an action or damages or for injunctive relief, or both, brought by the Unit Owner's Association, by a Unit owner or owners, or both.
20. One antenna designed to receive television broadcast signals is permitted. Dishes shall be no larger nor installed any higher than is necessary for reception of an acceptable quality signal. Outdoor installation of the dish must be in the owner's Limited Common Area only.
 - a. Dishes are prohibited on any driveway or walkway.

- b. Dishes may not encroach upon the Common Areas or another owner's Limited Common Areas or unit.
- c. Dishes shall not obstruct access to any unit or walkway.
- d. All dishes must be installed in compliance with local building and safety codes, in accordance with the manufacturer's instructions, and shall not damage or impair the Common or limited Common areas.
- e. Dishes must be shielded from view from the outside community and from other units to the maximum extent possible.
- f. The installation shall not impair the integrity of the building. There shall be no penetrations of the Limited Common Areas unless it is necessary to receive acceptable quality signals.

21. On Street parking is permitted. However, as a courtesy to your neighbors and emergency vehicles, the association is asking that guests park on the egress side of the road. This allows residents to get in and out of their drives more easily and assures a safe pathway for emergency vehicles.

**BROOK POINT VILLAGE II CONDOMINIUM UNIT OWNERS ASSOCIATION
COLLECTION POLICY**

1. All assessments are due on the 1st day of the month and are considered late if not received by the 15th of the month.
2. 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 Association incurred in collecting the assessments; and finally
 - d. Oldest principal amounts owed for common expenses, enforcement or other assessments, and any other individual assessments charged to the account.
4. Any unpaid assessment may result in the Association filing a lien, a suit for money judgement, and foreclosure. While a foreclosure case is pending, partial payments may not be accepted and, if the property is leased, according to the limitations stated within the association's Bylaws, a Receiver may be appointed to collect the rents. Once judgement is obtained, the Association may proceed with post-judgement action, including bank attachment and wage garnishment.
5. Any costs the Association incurs in the collection of unpaid assessments, including non-sufficient bank fees, attorney's fees, recording costs, title reports and court costs, will be charged back to the account.
6. If any owner (either by their conduct or by the conduct of any occupant) fails to perform any act required by the Declaration, the Bylaws, 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 account.
7. If an owner is more than thirty (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.