

BROCKMAN POINTE ASSOCIATION

RULES AND REGULATIONS

FORWARD

Brockman Pointe Condominium is intended to be a concentration of 12 single family homes set in a multifamily condominium setting. The developer has reserved the right to add additional real estate and units until a full complement of 64 homes is constructed. The members view all of their fine common elements as an extension of their homes, and all users are invited guests. The common elements are not public spaces. Therefore, the common elements shall be used only for residential purposes by Brockman Pointe residents and their guests in a careful and respectful manner.

Each owner shall have the non-exclusive use of the common elements provided for the enjoyment of all homeowners, but subject to all rules as from time to time shall be established by the Board of Directors.

Each member is responsible for the compliance with Rules and Regulations by his family, guest, visitors, lessees and others brought to Brockman Pointe Condominium.

GOALS OF THE RULES AND REGULATIONS

It is the goal of these Rules and Regulations to provide reasonable guidelines for the residents at Brockman Pointe Condominium in order to provide the highest quality of residential condominium living attainable.

The enclosed Rules and Regulations have been prepared with the residents' comfort and convenience as its first priority. They have been established for the benefit of all members and your cooperation is paramount if their goal is to be attained.

The wishes and needs of the residents will always be given primary consideration when forming or amending the Association's Rules and Regulations by the Board of Directors.

BROCKMAN POINTE ASSOCIATION

I. General Regulations

- A. Except for the sales activities of Declarant, no business activity of any kind, designed for profit or otherwise, shall be permitted on the Property, except an owner may use his unit for home office or studio uses which are incidental to the principal residential use of the unit, which comply with applicable zoning, and which do not invite or generate regular or frequent visits by clients, customers, employees, co-workers or the public.

- B. Each owner or occupant shall comply with all applicable laws, ordinances and regulations and shall save the Association and other owners and occupants harmless from all fines, penalties, costs and prosecutions for any violation thereof.
- C. No garbage cans, trash containers or other unsightly personal property shall be placed on the Common Elements, nor shall anything be hung or shaken from the windows. Balconies shall not be used for storage of any items of personal property visible from the street except for seasonal furniture.
- D. No clothes, sheets, blankets, laundry or any other kind or articles shall be hung out of a unit or similarly exposed to view. No accumulation of rubbish, debris or unsanitary material shall be permitted on the Common Elements, except in designated areas. No vehicles, toys or other personal property shall be stored on the Common Elements, except in designated areas.
- E. Refuse shall be placed in properly tied non-leaking garbage bags. Refuse shall not be placed on curb before dusk the day prior to pick up. Loose papers and boxes shall be crushed into tight bundles. If the rubbish consists of packing cartons or crates, the owner or occupant shall arrange for pick-up of such packing cartons or crates.
- F. The removal of refuse or litter left on the Common Elements by any owner or occupant, or guest thereof, shall be the responsibility of such owner or occupant. Owners and occupants shall use their best efforts to prevent the Common Elements from becoming unsightly.
- G. Damage to the property caused by the moving or carrying or articles thereon shall be paid for by the owner or person in charge of such articles. Damage to the exterior of the building units, to include, without limitation, garage doors and window screens may be repaired by the Association and the expense of such repairs shall be paid promptly by the respective owner. If such repair expenses remain unpaid for 30 days after billing, the Association may assess the repair expenses against the respective unit according to the assessment procedures set forth in the Declarations and Bylaws of the Association. Damage to the property of others, including the Common Elements resulting from misuse of such facilities, of any nature or character whatever, shall be paid for by the owner or occupant responsible.
- H. Walkways, parking areas and other portions of the Common Elements used for access to and from garages and parking areas shall not be obstructed or used for any other purposes than for ingress to and egress from such areas.
- I. No noxious or offensive activity shall be carried in any unit or on 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 owners or occupants. No owner or occupant shall make or permit any disturbing noises to be made on the Property by family or guests.

- J. Each owner shall keep his unit in good state of cleanliness and repair.
- K. No owner or occupant shall interfere in any manner with any portion of the common utility apparatus in or about the Property.
- L. No radio, CB, television or other antennae shall be installed by any owner or occupant anywhere on the Property, except one satellite dish per residential unit, with a dish size no larger than 18 inches in diameter, may be installed on the rear deck of the condominium unit. The satellite dish must be located in an area that will cause the least visual impact upon adjoining dwellings. A satellite dish not exceeding such size limitations and installed in such location will be deemed to comply with Section 15.08 of the Declaration. If such location poses a hardship, individual requests for other locations will be considered by the Board of Directors on a case-by-case basis upon written application to the Board of Directors by the respective owner or occupant. No speaker, audio equipment, or sound system for any radio, stereo, VCR, CD player, or intercom shall be installed in or attached to the party wall in any dwelling on the Property.
- M. Owners and occupants shall not place identification or other signs in any place on the Property, except in the directory or on the mailbox provided for the use of their unit.
- N. No shades, awnings or window guards shall be used except as shall be approved by the Association. Draperies or curtains must be installed by each owner or occupant on all windows of his unit and must be maintained in such windows at all times.
- O. Owners, occupants or their guests shall not at any time enter upon the roof of any unit without the consent of the Association.
- P. Nothing shall be done or maintained on the Property which will increase the rate of insurance for the Property or contents thereof. No owner or occupant shall permit anything to be done or kept in his unit or on the Common Elements which will result in a cancellation or increase in the cost of insurance on the Property or contents thereof, or which would be in violation of any law.
- Q. No "For Sale", "For Rent", or "For Lease" signs or other window displays or advertising shall be placed on any part of the Property by any person other than Declarant, or as authorized by the Association after the Declarant no longer owns any units.
- R. No additional building, tent, animal shelter or structure of any kind shall be placed, erected, kept or maintained on the Property.
- S. Unless the Association gives written consent in each instance, owners and occupants shall not install or operate any machinery, refrigerating or heating device or air

conditioning apparatus, except for common household appliances and existing equipment, in any unit, or use or permit to be brought into any unit any gasoline or other explosives or inherently dangerous articles. All mechanical or electrical equipment of any kind or nature installed or used in any unit shall fully comply with all the rules, regulations, requirements or recommendations of the Board of Fire Underwriters and other public authorities having jurisdiction.

- T. The agents of the Association and any contractor or workman authorized by the Association or its agent, bearing proper identification, may enter any unit, through the use of a master key or otherwise, at any hour of the day, after notification (if practicable) to the owner or occupant, for the purpose of correcting any condition which presents a danger of serious loss or damage to the Property or injury or death to any person.
- U. A master key which may be used to gain entrance to a unit under the conditions set forth in the preceding paragraph T will be kept in the custody of the Association management agent designated by the Board of Directors from time to time and the designated management agent shall be responsible for the security of the key at all times.

II. Pet Control Regulations

- A. The Northfield City Code requires that all dogs be licensed and under total restraint when out of the house or car. No dogs or cats shall be permitted to run at large at any time. All fierce, dangerous or vicious dogs must be confined except when muzzled and under control of a competent person.
- B. In Brockman Pointe Condominium, the following additional regulations apply:
 - 1. No owner or occupant shall keep more than two dogs, or two cats, or one dog and one cat on the property at any time. No more than one dog or one cat shall exceed 25 pounds in size.
 - 2. Pet owners must pick up the dropping immediately after their pet has littered on the Common Elements.
 - 3. Cats shall not be permitted to run loose.
 - 4. Pets may not be tied, staked or chained on Common Elements or in any location where they can pose a hazard to people or will have access to Common Elements.
 - 5. Dogs shall not be permitted to urinate on decorative plantings, lampposts, steps or sidewalks.
 - 6. Pets shall not be permitted to create an unreasonable disturbance (noise).

7. If the patio areas are used as pet exercise areas, any litter or urine must be cleaned up immediately to prevent the creation of a public nuisance (odor).

III. Motor Vehicles and Parking Regulations

- A. No motorized vehicles of any type shall be allowed on the Property, except on designated roads, garages and parking areas. Snowmobiling on the Property is prohibited.
- B. No vehicle belonging to an owner or occupant, or their guests, shall be parked in such a manner as to impede or prevent ready access to any garage or other parking spaces. Each owner or occupant, and their guests, shall obey all parking regulations posted by the Association in the garage areas and any other traffic regulations promulgated by the Association in the future for the safety, comfort and convenience of the owners and others using the Property.
- C. No owner or occupant shall cause or permit the blowing of any horn from any vehicle in which such owner or occupant is an occupant anywhere on the Property, except as may be necessary for safe operation thereof.
- D. No vehicle shall be left standing anywhere on the Property in a nonoperative condition. No vehicle repairs will be permitted on the Property, except as may be permitted by the Board of Directors in writing. All vehicles must have current license tags.
- E. The Association reserves the right to remove any vehicles parked in an unauthorized place or manner at the expense of the respective owners thereof. Recreational vehicles, trucks, vans and other vehicles (other than automobiles) rated at more than three-quarter ton will be parked in such manner and in such location as is permitted by the Board of Directors in writing or by posting areas set aside therefore.
- F. Boats, wave runners, jet ski machines, snowmobiles, all terrain vehicles, and/or other similar recreational vehicles and/or trailers designed for or used to transport any of the foregoing shall not be parked anywhere on the Property, except in a garage.

IV. Membership and Rental Regulations

- A. Any homeowner contemplating the sale of their unit shall inform the Secretary of the Board of Directors of such intent at the time the unit is offered for sale. The Association will provide Association documents, as statement of unpaid Association fees or assessments and other information to the perspective buyer upon request in writing to the Secretary or designate. A reasonable charge will be made for issuance of such information.

B. Upon purchase of a unit, the new owner shall become a member of the Association upon registering with the Secretary of the Association by informing of name, address and evidence of interest in the lot.

C. Policy Concerning Rental of Units

1. The homeowner must inform the Association, with written notice to the Secretary of the Association, whenever they sublet their unit. Information to be supplied to the Board must include:
 - a. Copy of the rental/lease agreement.
 - b. Name of renter and all occupants of the unit.
 - c. Term of rental agreement.
2. Term of rental agreement must be for a period of not less than 180 days.
3. It is the homeowner's responsibility to supply a copy of the Rules and Regulations to the renter and ensure that the renter and occupants comply with all of the Rules and Regulations of the Association.
4. The homeowner must supply a copy of the rental agreement and information requested in Item 1 above each time a unit is sublet to a new renter/occupant or whenever the rental period is extended or renewed with an existing renter.
5. It is the unit owner's responsibility to handle all maintenance, repair, etc. within and upon the unit and to make sure that the renter fully understands that all matters regarding maintenance, repair, etc. are to be handled with the homeowner and NOT the Association and/or Association's Management Agent.
6. Any violation by a renter/occupant or their guests of the Rules and Regulations, Declaration and/or Bylaws of the Association will be brought to the attention of the homeowner by the Association. Upon notification from the Association, the unit owner will cause the violation to be corrected within seven (7) days. In the event the violation reoccurs or is not corrected within seven (7) days, the homeowner shall be required to pay an additional fee equal to the monthly maintenance fee for their unit for each month during which the violation exists.
7. If deemed necessary, the Board of Directors will discuss and review the violation and corrective action with the homeowner at its next regularly scheduled meeting or at a meeting specifically called for that purpose. At the time of the violation review with the homeowner, the Board of Directors must be satisfied with the corrective action or it will invoke its right to enforce termination of the rental agreement between the unit owner and their

renter and demand the vacating of the premises by the renter within thirty (30) days of notice to the unit owner from the Board of Directors.

8. The Association will enforce its rights to levy additional fees or to terminate a rental agreement with all legal remedies available to Brockman Pointe Association, its Board of Directors, and all other residents as provided in the Rules and Regulations, Declarations and Bylaws of Brockman Pointe Association, and by law.

V. Architectural and Exterior Regulations

A. Architectural Control and Committee Authority

1. After the completion of construction by the Declarant, no modification, decoration, change or other improvement of any kind shall be commenced, erected or maintained upon the lot or exterior of the buildings without prior written approval by the Board of Directors or by a Design Review Committee composed of three or more representatives appointed by the Board of Directors.
2. Approval shall not be given until plans and specifications showing the nature, kind, materials and location of the same shall have been submitted to the Board of Directors or Design Review Committee in sufficient detail to assure its structural and maintenance soundness and its compliance with the architectural scheme and harmony in relation to the surrounding structures and topography of the complex.
3. The Board of Directors or Design Review Committee shall approve or disapprove the request within sixty (60) days from receipt by the person designated by the Association to receive such requests, or in the event of no designation, the President. In the event the Board of Directors or its designated committee fails to approve or disapprove said plans and specifications have been received by the designated representative of the Association, approval will be automatically given and this article shall be deemed to have been fully complied with.
4. The Board of Directors retains the right to submit any request to the members of the Association at a Special Meeting called in pursuant to the Bylaws. Such meeting shall be called within thirty-five (35) days from receiving the request in accordance with this article.
5. In the event that no notice of default of compliance of this article is given or legal action to enjoin any modification, decoration, change or improvement has been commenced within six (6) months of the completion thereof, approval will be automatically given and this article shall be deemed to have been fully complied with.

6. If the Association prevails in any action brought pursuant to this article, it shall be entitled to recover from the other party reasonable attorney's fees and costs incurred in connection with such action, and the recovery shall be a lien against the owner's lot and a personal obligation of the owner.
7. During the time in which the Developer retains "special Declarant rights" as defined by the Declaration, all decisions of the Design Review Committee may be vetoed by the Developer.

VI. Compliance and Enforcement of Rules and Regulations

- A. Each member is responsible for full compliance of the Rules and Regulations by all family persons, guests, visitors, lessees, and others the member brings to Brockman Pointe Condominium.
- B. Losses or damages to Common Element spaces, grounds, fixtures or machinery caused by a member or by his guests, visitors, lessees or other person brought to Brockman Pointe Condominium shall be replaced or paid for by the member involved.
- C. Any member/resident can report an infraction of the established rules and regulations to a Rules and Regulations Committee member. Any request for enforcement by a member/resident must be submitted in writing to the Rules and Regulations Committee for review and recommendation for Board action. It is suggested that members/residents attempt to solve their differences between themselves if possible before contacting the Committee.
- D. The Board reserves the right to amend, alter or cancel any of these rules and to make such other rules and regulations from time to time as may be deemed necessary for the safety, care and cleanliness of the premises and for securing the comfort and convenience of all residents of the complex.