

Brockman Pointe Condominiums

Rules and Regulations



ASSOCIATION | ONE

Brockman Pointe Condominium Association

Rules and Regulations



Updated October 1, 2024

BROCKMAN POINTE ASSOCIATION

RULES AND REGULATIONS

Brockman Pointe Condominium Association consists of 7 townhome style buildings with a total of 64 units and is governed as a Condominium. The members view all their 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 their 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 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.

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 their 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.
- D. No accumulation of rubbish, debris or unsanitary material shall be permitted 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. Vehicles, toys, or other personal property shall not be stored on the Common Elements, except only within the Owner's unit.
- H. Damage to the property caused by the moving or carrying of 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.
- I. 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.
- J. No noxious or offensive activity shall take place 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.
- K. Each owner shall keep his unit in an orderly and functional state of cleanliness and repair.
- L. No owner or occupant shall interfere in any manner with any portion of the common utility apparatus in or about the Property.
- M. 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, must be installed on the roof of the owner's unit. Brockman Pointe Association had a Commdeck installed on the roof at each unit. This Commdeck was installed for the purpose of current and future satellite dish and/or antenna installations.
- N. 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. Prior to installation, an ARC request must be submitted to the Board for approval.
- O. Members that desire to have a satellite dish or other antennae reception device as permitted by these Rules and Regulations must install such device on the provided Commdeck located on the building's roof. All related cabling and wiring shall be routed through the attic at the Commdeck and no cabling shall be exposed on the exterior of the building, aside from the entry point previously stated. No other installation locations shall be permitted without Association approval.
- P. 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.
- Q. No external shades, awnings or window guards shall be allowed. Draperies or curtains must be installed by each owner or occupant on all windows inside of their unit and must be always maintained in such windows.

- R. Owners, occupants, or their guests shall not at any time enter upon the roof of any unit without the consent of the Association.
- S. 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.
- T. No "For Rent", or "For Lease" signs or other window displays or advertising shall be placed on any part of the Property by any person, or as authorized by the Association. One small step-in "For Sale" sign is permitted directly outside of the unit for sale and must be removed right after the closing of the sale.
- U. No additional building, tent, animal shelter or structure of any kind shall be placed, erected, kept, or maintained on the Property.
- V. 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.
- W. 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.

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. For Brockman Pointe Condominium, the following additional regulations apply:
 1. No owner or occupant shall keep more than one dog, or two cats, or one dog and one cat on the property at any time.
 2. Pet owners must pick up the dropping immediately after their pet has littered on the Common Elements. Repeat infractions will incur a fine. See section IX.
 3. Cats and dogs shall not be permitted to run loose outside.
 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. Patios, Entry Ways, and Balconies/Decks

- A. Balconies, Decks, and Patios shall not be used for storage of any items of personal property visible from the street, except for seasonal furniture.
- B. No clothes, sheets, blankets, laundry or any other kind or articles shall be hung out of a unit or similarly exposed to view.
- C. Entryways may have seasonal plantings, signs, and furniture that do not impede the common areas and entering or exiting the dwelling. No more than 2 flowerpots are allowed, with the maximum size of a planter being 21 inches in diameter/width and 20 inches tall.

IV. Smoking

- A. There shall be no smoking of cigarettes, marijuana, cigars, pipes, or other smoking apparatus on the common elements of the property which includes all areas exterior of each Condominium, including Decks, Patios, Landscape, Drives and Driveways and the Green Space of the Property.
- B. Smoking is only permitted within the confines of a Unit, on Brockman Court (city street) or non-association owned property.

V. Grills and Propane Tanks

- A. No grills, fire pits, and any flammable ignitors (such as but not limited to propane tanks and gas cans) of any type permitted anywhere within Brockman Pointe.

VI. Motor Vehicles and Parking Regulations

- A. Parking regulations are also subject to the City of Northfield ordinances for the main road (Culd' Sac) that serves as the entry into Brockman Pointe. The side streets (finger streets) off the main entry are maintained and governed by the Association.
- B. No parking permitted on the side streets, where the unit driveways are located, unless actively using the vehicle (i.e. loading/unloading).
- C. No motorized vehicles of any type shall be allowed on the Property, except on designated roads, garages, and parking areas. Sport/Utility vehicle use on the Property is strictly prohibited, to include snowmobiles, 4-wheelers, dirt bikes, side-by-sides, etc.
- D. 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 garages, sidewalks, and other parking spaces. Each owner or occupant, and their guests, shall obey all parking regulations posted by the Association and the City of Northfield in the future for the safety, comfort and convenience of the owners and others using the Property.

- E. 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.
- F. 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.
- G. 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 must be only on the main street (Cul d' Sac) and not driveways or side streets (finger streets).
- H. All watercraft (boats, wave runners, jet ski), all-terrain (snowmobiles, 4-wheelers, side-by-sides), 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.
- I. Snow Removal Parking Policy
 - 1. Refer to the City of Northfield for snow emergency information, for the main entry road (Brockman Ct.)
 - 2. A thorough cleanup of streets, drives and parking area is to be completed within 8 hours after cessation of snowfalls exceeding 1.5 inches by the Association's snow removal vendor. Sidewalks, garage door entrances, mailboxes, and fire hydrants will be completed on the same basis. In cases when snow accumulations are less than 1.5 inches per storm for multiple storms the property will be plowed and shoveled when actual total accumulations reach 2 inches.
 - 3. Resident/owner is responsible for snow removal underneath and around parked cars, decks/balconies, and patios. Any costs incurred because of the failure to remove a vehicle prior to or during snow removal services will be the sole responsibility of the resident or vehicle owner.
 - 4. The association, its agent, and/or its vendor shall have no responsibility to remove snow around parked cars nor shall it be required to remove snow from driveways that have one or more vehicles parked in the driveway.

VII. Membership and Rental Regulations

- A. Any homeowner contemplating the sale of their unit shall inform the Management Company 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 prospective buyer upon request in writing. A reasonable charge will be made for the issuance of such information.
- B. Upon purchase of a unit, the new owner shall become a member of the Association upon registering with the Management Company by informing of name, address, and evidence of Ownership of the unit.

C. Policy Concerning Rental of Units.

1. Rental Cap. An amount of 12 total units may be rented at any given time. If a unit owner wishes to lease their unit, they will need to ensure with the Management Company that they are within the 12-unit rental cap. If the cap has been met, the unit will then be placed on a waiting list. Units that are rented prior to 07/01/2024 are considered “grandfathered” leases until their current lease is up.
2. Term of rental agreement must be for a period of not less than 1 year.
3. 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 Management Company must include:
 - a. Copy of the rental lease agreement.
 - b. Name of renter and all occupants of the unit.
 - c. Term of rental agreement.
 - d. Unit owners’ forwarding address and contact information.
4. 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.
5. 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.
6. 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.
7. 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. Refer to section IX for fees and fines.
8. 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.
9. 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. Refer to section IX for fees and fines.

VIII. Architectural and Exterior Regulations

- A. Architectural Control and Committee Authority (ARC)
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.

IX. 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.

X. Fees and Fines Schedule

- A. Late Fees: \$30.00 if dues payment is not received by the 10th day of each month, or monthly until balance is paid in full.
- B. The penalties for violations of the Rules and Regulations are as follows and may be assessed in part or in full at the absolute discretion of the Board of Directors and will be enforced by the management company under contract:
 - 1. First Offense – Written Warning Letter
 - 2. Second Offense (of similar nature) - \$50.00 Fine
 - 3. Third Offense (of similar nature) - \$75.00 Fine
 - 4. Fourth Offense (of similar nature) - \$200.00 Fine
 - 5. After the 4th offense has occurred: Non-compliance can result in a \$15.00 per day fine until resolution.

Brockman Pointe **Rules and Regulations Resolution**

WHEREAS the Brockman Pointe Condominium Association has a Declaration, Bylaws, and Rules and Regulations, and,

WHEREAS Section 17, subsection 17.15 of the Declarations of the Association empower the Board of Directors to adopt, amend and revoke reasonable Rules consistent with the Governing Documents, and

WHEREAS the Board of Directors wishes to update the Rules and Regulations as presented, and

WHEREAS the board shall have authority over the regulations and compliance of the Rules and Regulations presented.

APPROVED by the Brockman Pointe Condominium Association Board of Directors as of June 4, 2024 and effective as of October 1, 2024.

APPROVED DATE: June 4, 2024

Michael Grieger
Michael Grieger (Jul 19, 2024 09:34 CDT)

President

Rebecca Stock
Rebecca Stock (Jul 21, 2024 10:30 CDT)

Secretary

Jennifer Ritzman
Jennifer Ritzman (Jul 18, 2024 08:10 CDT)

Vice President

Daryl Eswood
Daryl Eswood (Jul 23, 2024 08:52 CDT)

Treasurer

Nathan Proctor
Nathan Proctor (Jul 23, 2024 21:11 CDT)

Member At Large