

RULES AND REGULATIONS  
OF  
BROOK POINT VILLAGE II CONDOMINIUM ASSOCIATION  
Revised July, 2001

Our objective is to maintain Brook Point Village II 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.

Additional information is also contained in the Declarations and By-laws of Brook Point Village II Condominium Association.

1. No changes are to be made to the outside of the units, including building or landscaping, without prior approval from the Board of Managers. This includes , but not limited to the addition of privacy fences, enlarging or changing patio, the addition of patio awnings, and the planting of trees. A copy of a diagram of planned changes must be submitted for approval to the Board of Managers and will be kept on file at the Management office. 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 Managers. For specific Rules and Regulations regarding Satellite Dishes please refer to addendum #1 and #2.
2. All unit owners may plant flowers in the existing hedge beds or in their patio areas. Anyone planting flowers in these areas will be responsible for the maintenance and weeding of the flower and hedge beds. All grass areas will be mowed by the Association, with the exception of grass areas inside a fenced patio. This area is the unit owner's responsibility. Watering of yard areas is each unit owner's responsibility.
3. Decorative items of a seasonal nature are permitted, such as flower pots on front door stoops, Christmas decorations, decorative wreaths, etc. Christmas lights are permitted as long as there are no permanent fasteners or holes put into the unit. Holiday decorations are limited to display to up to thirty days before and two weeks after said holiday.
4. Pets must be kept on a leash and under control at all times.( City Ordinance #505.02) **Owners must clean up immediately after their pets.** ( City Ordinance #505.13 ) Pets may not be tied to any tree or shrub in the common area. 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 dog houses, runs of any kind are permitted in the Limited or Restricted and Common Areas. No swivel type or screw in ground dog chains or tie outs are permitted in any area where it would be detrimental to walking, lawn maintenance etc. Fencing should 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. Picnic tables, grills, etc. may be used on the common areas but must be removed from the grass area after use and placed into the patio area. Toys, tricycles, etc. may not be left in the common area overnight. Nothing shall be stored in the patio area other the patio furniture, grills, etc.
6. 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 )
7. There is to be no parking around the cul-de-sac or in the turn around 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.
8. Unit owner cars are to be parked in the garage or in the driveway directly in front of the garage. ( Homeowners Manual, Section 4, Page 8, # 9 )
9. 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 owners expense.
10. 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). However, due to the superior insulation properties and weather stripping of the entry door, **STORM DOORS ARE NOT REQUIRED AND ARE NOT RECOMMENDED** by the manufacturer. 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 owners responsibility to repair.
11. 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.
12. No signs of any type are to be posted on lawns. " For Sale" signs are permitted in windows only.

13. 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.
14. Driveways will be plowed by 6:00 a.m. when snow has reached an accumulation of two (2) inches by 5:00 a.m. The contractor will return and plow or shovel in front of garages, aprons, front door walks, front stoops, mail box areas, fire hydrants, parking areas and any other driveways by 10:00 a.m. In the event of continuing snow fall which reaches two (2) inches or more during the day, all of the above work will be repeated again by 4:30 p.m. **Please do not use salt on concrete.** Calcium may be used sparingly.
15. If a Unit owner plans to be absent from their unit for an extended period of time, the Board of Managers 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.
16. Unit owners are always responsible for paying the maintenance fees promptly. Fees are due on the first of each month for the month. All checks must be made payable to the Brook Point Village II Condominium Association and remitted to Barnett Management, Inc., 3681 S.Green Road, Suite #305 Beachwood, Ohio 44122. A \$10.00 administrative late fee will be assessed if payment is not received by the 15th of each month.
17. Collection Procedure will be as follows:
  - A late notice will be mailed for all fees received after the 15th and before the 20th of the month to those accounts having a late charge.
  - Second Month - After the 15th of the month, a strong reminder is sent, from our office, on any account two (2) months past due.
  - Third Month - On or right after the 15th, a letter is sent from the Association's attorney, requesting payment. (The cost is charged to the resident.)
  - Fourth Month - At the 15th day of the fourth month, with Board approval, legal proceedings are started. These could include filing a lien or filing of foreclosure.
  - Fifth Month - At the 15th day of the fifth month, foreclosure filing begins.
  - a. Any cost, including attorney fees, recording costs, title report charges, and court costs incurred by the Association in the collection of delinquent maintenance fees and assessments shall be added to the account of the delinquent owner.

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. 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 period of 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. Plus any and all cost involved in reparation.
19. Each unit owner and any tenant of a Unit owner 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. ( Homeowners Manual, Section 4, Page 10, # G. )
20. Complaints against anyone in violation of these Rules and Regulations or Declarations and By- Laws must be made to the Management Company in writing and signed by the Unit owner or resident filing the complaint.
21. Upon the first occurrence of an infraction of any of the above listed Rules and Regulations or Declarations and By-Laws, the unit owner shall be given a written warning notice. If remedy is not made within a reasonable period of time, or the violation of said rule or regulation continues, the Board of Managers will make a penalty assessment against the involved Unit owner of \$ 25.00 plus costs for reparation of any damages that may be involved. If there should be a second occurrence a \$ 50.00 penalty assessment will be made plus costs for reparation of any damages that may be involved. etc...

## 1. ACCEPTABLE SATELLITE DISHES

One DBS and one MDS one meter in diameter or less, and one antenna designed to receive television broadcast signals are permitted. Dishes shall be no larger nor installed any higher than is absolutely necessary for reception of an acceptable quality signal.

## 2. LOCATION OF INSTALLATION

All dishes must be installed indoors unless acceptable quality signals cannot be received. If it is necessary to install outdoors, then the dish **must** be installed in the owner's Limited Common Area except that dishes are prohibited on any driveway or walkway. Dishes may not encroach upon the Common Areas or another owner's Limited Common Areas or unit. Dishes shall not obstruct access to any unit or walkway.

## 3. INSTALLATION OF SATELLITE DISHES

- a. 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.
- b. Dishes must be shielded from view from the outside community and from other units to the maximum extent possible. Decorative covers, i.e. imitation rocks or patio furniture, may be acceptable shields.
- c. All installations shall take aesthetic considerations into account. They shall be painted to match the color of the structure they are adjacent to or attached to.
- d. 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. The following shall be used unless they would prevent acceptable quality signals or unreasonably increase the cost of installation: devices that permit transmission of telecommunication signals through (1) glass, or (2) under windows or doors such as ribbon wiring, or (3) through existing wiring. If penetration of exterior surfaces is necessary, then the penetration shall be sealed and waterproofed in accordance with applicable building codes and industry standards.
- e. All contracted installers must provide the Association, prior to the commencement of any work, with an insurance certificate listing the Association as an additional insured. Insurance shall meet the following minimum requirements: Contractors general liability including completed operations of at least \$1,000,000.00 and Workers Compensation coverage.

**ADDENDUM #2**

**NOTICE TO INSTALL SATELLITE DISH/ANTENNA  
ON INDIVIDUALLY-OWNED OR LIMITED COMMON AREA  
AND WAIVER AGREEMENT**

UNIT/HOME OWNER(S): \_\_\_\_\_

ADDRESS: \_\_\_\_\_

IF RENTED, TENANT'S NAME: \_\_\_\_\_  
(ATTACH COPY OF OWNER'S WRITTEN PERMISSION TO INSTALL SATELLITE DISH)

TELEPHONE (DAY): \_\_\_\_\_ TELEPHONE (EVENING): \_\_\_\_\_

TYPE OF DISH: DIRECT BROADCAST SATELLITES. DIAMETER IN INCHES  
TELEVISION BROADCAST  
MULTIPOINT DISTRIBUTION SERVICE. DIAMETER IN INCHES

COMPANY PERFORMING INSTALLATION: \_\_\_\_\_

(ATTACH COPY OF PROOF OF INSURANCE OF INSTALLER TO THIS NOTICE)

IDENTIFY INSTALLATION LOCATION: FRONT FLOWER BED \_\_\_\_\_ REAR PATIO AREA \_\_\_\_\_

OTHER (DESCRIBE IN DETAIL) \_\_\_\_\_

(DRAWING INDICATING LOCATION MUST BE ATTACHED TO THIS FORM WHEN SUBMITTED.)

DATE OF INSTALLATION: \_\_\_\_\_

PLEASE INDICATE THE METHOD OF INSTALLATION: \_\_\_\_\_

TYPE OF SCREENING TO BE USED TO SHIELD DISH FROM VIEW: \_\_\_\_\_

WILL THE INSTALLATION BE IN COMPLIANCE WITH ALL ASSOCIATION GUIDELINES (WHICH INCLUDE MANUFACTURERS' GUIDELINES AND APPLICABLE BUILDING CODES)? YES \_\_\_ NO \_\_\_

IF NO, PLEASE PROVIDE THREE DAYS AND TIMES FOR WHICH YOU ARE AVAILABLE TO MEET WITH US TO DISCUSS INSTALLATION. AT THIS MEETING, YOU WILL NEED TO PROVIDE INFORMATION SUPPORTING THE NECESSITY FOR NON-ROUTINE INSTALLATION.

IS A MAST NECESSARY FOR RECEPTION? YES \_\_\_ NO \_\_\_

IF YES, IS THE MAST REQUIRED TO EXTEND MORE THAN 12 FEET ABOVE THE ROOF LINE OR EXTEND TO A HEIGHT GREATER THAN THE DISTANCE FROM THE INSTALLATION TO THE LOT LINE? YES \_\_\_ NO \_\_\_

IF YES, THEN YOU MUST MEET WITH THE BOARD BEFORE INSTALLATION.

**WAIVER AND RELEASE**

I will comply with all of the Association's rules for installing, maintaining, using, and removing dish (es) and any structures, fixtures or screening materials associated with the dish (es). I assume liability for any damage to the Association and other owners' property that occurs due to dish installation, maintenance, use, or removal. I shall indemnify, defend, and hold the Association, its Board members, managing agent, and unit owner, and their successors, heirs, and assigns harmless from any and all liability for any damage, loss, or injury, including death, caused by, related to, or that may arise from the installation, maintenance, use or removal of the dish (es), and for any and all damage to or loss of the dish (es) and any structures, fixtures or screening materials associated with the dish(es), that I may sustain or incur from whatever source or cause.

I agree to pay for all costs associated with the installation, maintenance, use or removal of the dish(es). Such costs include, but are not limited to, any and all expenses incurred for moving the dish (es) on a temporary basis to enable the Association to maintain all condominium property for which it is responsible.

SIGNATURE \_\_\_\_\_

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# BROOK POINT VILLAGE II CONDOMINIUM ASSOCIATION

Barnett Management, Inc.  
3681 Green Road  
Beachwood, Ohio 44122

Board Members:  
Charles Compton President  
Louis Sharpe  
Marvin Strauss  
Ron Wanclovic  
Glenn Leiter

September 10, 1996

Unit Owners of Brook Point Village II Condominium

Re: Garage Doors

Dear Unit Owners:

In accordance with the Declaration of Brook Point Village II Condominium Association, the definition of space within Units specifically includes in Section 7 (A) (2) all windows, screens and doors including the frames, sashes and jams and the space occupied thereby. Thus, your garage door is included as being space within the unit and is, therefore, your responsibility for the replacement and maintenance.

The Declaration and By-laws of your condominium contain a number of definitions some of which may appear to contradict each other but they do not. For example, common areas and facilities will include the exterior surfaces of all buildings. Limited common areas and facilities are portions of common areas and facilities that are reserved for the respective condominium unit and give the owner exclusive use. In some cases the common areas or limited common areas are deemed to be the responsibility of the association, while others sections set forth it would be the responsibility of the unit owner particularly when one is concerned with doors and windows.

Article IV, Section 1 (e) authorized the association to make maintenance and repairs of a unit if such maintenance or repair is necessary, in the discretion of the association, to protect the common areas and facilities or any other portion of the building and where the owner has failed or refused to perform such maintenance or repair provided the association shall levy special assessments against such unit owner for the cost of such maintenance and/or repairs.

At the present time, your Board of Managers has determined that the panels on the exterior of the garage doors are either defective or inferior in quality causing a negative effect on the appearance of the units which will result in a diminishment of the value of the units within the condominium association. After much study of the matter, your Board of Managers has concluded that the proper replacement panel is manufactured by Anderson Door Company and

concluded that the proper replacement panel is manufactured by Anderson Door Company and the accepted panel is the Anderson Ultra 1500.

Your Board of Managers will commence an ongoing inspection of all garage doors. Those unit owners who need to have panels replaced will be notified in writing of the need for the replacement of the panels and given a time frame to undertake the replacement.

It would be in the best interest of all unit owners to have everyone elect to go forward now at this time and replace the garage panels so that the work is accomplished in an orderly fashion and it will not negate the look of the association by having different looking panels on some garage doors. Any owner who wishes to do this at this time please advise Barnett Management, Inc. of your intention so that it may be noted for the association records.

Only the Anderson Ultra 1500 Panel is acceptable for installation and no other type of panel will be permitted. It should be noted that you may purchase the Anderson Ultra 1500 Panels from:

Brand Garage Door Company  
216-581-4433

No one is required to purchase the Anderson Ultra 1500 Panel from Brand Garage Door Company, you are free to choose whomever it is you wish to have install these Anderson Ultra 1500 panels but it must be Anderson Ultra 1500 panels.

Should you have any questions with regard to this matter you are requested to direct your question or comment to Barnett Management, Inc. at 216-831-0165.

Very truly yours,

The Board



The Board of Managers, acting on behalf of the owners of all Units, shall have the power to bid on the Unit at foreclosure, and to acquire, hold, mortgage, and convey the same. Suit to recover a money judgement for unpaid common expenses may also be maintained without foreclosure or waiving the lien securing the payment of such expenses.

14. Acquisition of a Unit at Foreclosure Sale; Effect. Any first mortgagee who obtains title to a condominium Unit pursuant to the remedies provided in the mortgage, or foreclosure, will not be liable for such Unit's unpaid assessments or charges which accrue prior to the acquisition of title to such Unit by the mortgagee. Any such unpaid share of common expenses or assessments shall be deemed common expenses collectible from all condominium Units including the Unit acquired by such purchaser, his heirs, successors and assigns.

15. Destruction of, or Damage to Property; Effect. In the event that the Property, or a portion thereof, is totally or substantially destroyed, the repair, reconstruction or disposition of the Property shall be as provided in Section 5311.14 of the Ohio Revised Code.

16. Conveyance of Units; Liability for Assessments. Whenever a condominium Unit is voluntarily conveyed, the Grantee shall be jointly and severally liable with the Grantor for all unpaid assessments by the Association against the latter for his share of common expenses up to the time of conveyance without prejudice to the Grantee's right to recover from the Grantor any amount paid by the Grantee for such assessments. Any Grantee shall be entitled to a statement from the Board of Managers of the association setting forth the amount of any unpaid assessment due the association from the Grantor. If such statement is requested, the Grantee shall not be liable, nor shall the Unit conveyed to such Grantee be subjected to a lien, for any unpaid assessment due the Association from the Grantor in excess of the amount set forth therein.

17. Agreements and Determinations of the Association. All agreements and determinations lawfully made by the Association in accordance with the voting percentages established in the By-Laws attached as Exhibit "A" shall be binding on all Unit owners, their heirs, successors and assigns.

18. Insurance. The Board of Managers of the Unit Owners' Association shall insure all Unit owners, their tenants and all persons lawfully in possession or control of any part of the Condominium Property, against liability for personal injury or property damage arising from or relating to the Common Areas and Facilities, in amounts deemed necessary by the Board of Managers but in no event less than \$1,000,000.00. The Board shall also obtain for the benefit of Unit owners, fire and extended coverage, vandalism and malicious mischief insurance on all buildings and structures of the Condominium Property (and any permanent additions thereto, when approved by the Board of Managers, which may assess any additional charge against said Unit to pay for the additional cost of maintenance, repair, replacement and insurance for such additions). Such insurance shall be in an amount not less than 90% of the insurable replacement value thereof as determined by the insurance carrier and shall be on a blanket basis.



The insurance shall be written in the name of, and the proceeds thereof shall be payable to, the Association as trustee for the Unit owners and their respective mortgagees, as their interest may appear, and provision shall be made for the issuance, upon request, of certificates of such insurance to the Unit owners and their respective mortgagees. The coverage afforded by such insurance shall be reviewed by the Board not less frequently than once a year to determine if the amounts payable thereunder and the coverage thereof comply with the requirements of this Paragraph. Such insurance shall also provide for the waiver by the insurer of any and all rights of subrogation or assignment; which waiver shall cover any and all causes and rights of recovery against the Unit owners, and their respective families, tenants, guests and servants, and each of them, the association, the Board, any managing agent and all persons lawfully in possession or control of any part of the Condominium Property, for recovery against them or any of them for any loss occurring to the insured Property resulting from any of the perils insured against under such insurance policy. The Board shall not use fire and extended coverage proceeds other than for the repair of the Condominium Property.

19. Duties and Liabilities of Grantor. So long as Grantor, its successors and assigns own one or more of the condominium Units established and described herein, Grantor, its successors and assigns shall be subject to the provisions of this Declaration and all Exhibits attached hereto. Grantor further covenants to take no action that would adversely affect the right of the Association with respect to assurances against latent defects in the Property, or other rights assigned to the Association by reason of the establishment of the Condominium.

20. Receipt of Service of process. Brook Point Associates, an Ohio General Partnership, having its principal place of business at 10800 Ravenna Road, Twinsburg, Ohio 44087 is hereby designated to receive service of process on behalf of the Unit Owners' Association in any action that may be brought, or proceedings that may be instituted by or against the Board of Managers or Unit Owners' Association.

21. Amendment of Declaration. This Declaration may be amended by the affirmative vote of those unit owners entitled to exercise not less than seventy-five percent (75%) of the total voting power of the Unit Owners' Association, cast in person or by proxy at a meeting duly called and held in accordance with the By-Laws attached hereto as Exhibit "A". No such amendment shall be effective until recorded in the office of the Recorder of Summit County, Ohio.

22. Invalidity. If any one or more provisions of this Declaration are declared invalid, such invalidity shall in no way impair or affect in any manner, the enforceability, or effect, of the remainder of this Declaration.

23. Waiver. No provision contained in this Declaration shall be deemed waived by reason of failure to enforce the same, irrespective of the number of violations or reason for such failure to enforce.

