BRISTOL LANE CONDOMINIUM ASSOCIATION

RULES & REGULATIONS

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The purpose of the rules and regulations for **Bristol Lane**Condominium is to protect the rights of each resident and to maintain **Bristol Lane** as a prestigious, high quality community.

Each owner and resident shall be responsible for maintaining the interest of his/her unit, and as a user of the common areas, shall have responsibility for helping keep them clean and orderly. Unit owners are responsible for the actions of tenants and/or guests.

Any questions regarding the Rules and Regulations for **Bristol Lane Condominium** should be directed to the Board of Directors. As stated in the Condominium Declaration arbitration of disputes between neighbors concerning these Rules and Regulations, or any provision of the Declaration or By-Laws, is to be performed by the Board of Directors and is a condition precedent to any neighbors bringing a legal action against each other.

Please keep this guide for future reference and for use in explaining the rules and regulations to prospective buyers or tenants, should you decide to leave **Bristol Lane**.

The following Rules and Regulations were approved by the Board of Directors. These Rules and Regulations were adopted as initial rules for the **Bristol Lane Condominium Association**. They may be amended and/or added to by future Boards.

NOTES

NOISE

Please be considerate of your neighbors with regard to noise, such as loud music, TV, animals, etc.

EXTERIOR OF UNIT

No changes are to be made to the outside of the units including building or landscaping without prior approval from the Board of Directors.

This would include the planting of trees, building of decks, fences, or the attachment of any items to the building. If you wish to make a change, the change you propose should be submitted with a diagram to the Board of Directors and approval or disapproval will be mailed back as soon as possible.

Decorative items of a seasonal nature are permitted, such as small flower pots on front stoops, Christmas decorations, and decorative wreaths – placed on doors or inside of windows only. If hung on doors, the manner in which hung must be non-destructive to the exterior of the door. Holiday decorations must be removed within two weeks of the holiday. Lawn decorations and other artifacts are not permitted.

LANDSCAPING

There shall be no alterations to the common grounds, such as planting or removing any presently planted shrubbery or trees without the prior written consent of the Board.

The planting of flowers in the existing foundation beds, is

allowed and is the responsibility of the unit owner to maintain (i.e. weeding, watering, etc.). Flowers are not to exceed window sill height or you may be asked to remove them. (Flowers should be an annual or bulb type.)

No alterations to your foundation beds are permitted. This includes, but is not limited to, the addition of any type of material, such as bricks, decorative wood, fencing, mulch, etc.

The planting of flowers, flowering bushes, and vegetables is permissible within the rear portion of the restricted common area along your foundation patio/deck, as long as it is within the confines of a privacy fence. These beds are not to exceed 36" in width. Written permission must be secured by the Board.

Any end units that have restricted common area on the side of his/her unit and wish to plant a new hedge bed must, 1) make the bed consistent with the front beds -36" in width, height of plants must be consistent, and material must be consistent (i.e. the same shrubbery, flowers, mulch, etc.)

No other gardens or beds are permissible without written permission of the Board.

Everything will be mowed by a landscaping contractor, with the exception of grass areas inside a fenced patio/deck. This area is the unit owners responsibility.

PORCHES, DECKS & PATIO ENCLOSURES

Any addition of a porch, deck, or patio enclosure must be approved by the Board by submitting a plan, sketch,

REMINDERS

The Association insures the buildings and common grounds; the contents of such (storm doors, wall paper, paneling, etc.), is the unit owner's responsibility. Contact the Association for information on the insurance policy.

Unit owners are always responsible for paying their maintenance fee promptly. Fees are due on the first of each month for that month. If you are unsure of the status of your account, please contact the Association.

Damage to any exterior common property by the unit owner, tenant, and/or guest will be repaired at the unit owner's expense. If damage is not corrected in a timely fashion, the Association will arrange for repairs at the owner's expense.

No construction/alterations shall begin until written approval has been granted by the Board of Directors and building permits (if required) have been issued.

It is the responsibility of the unit owner to report problems.

BRISTOL LANE CONDOMINIUM ASSOCIATION BOARD OF DIRECTORS

not received by the tenth (10th) of the month.

- 2. An administrative late charge of ten dollars (\$10.00) per month shall be incurred for any late payment and on any unpaid balance. (Subject to increase without notice).
- 3. Any cost, including attorney fees, recording costs, title reports and/or court costs incurred by the Association in the collection of delinquent maintenance fees or assessments shall be added to the amount owed by the delinquent owner.
- 4. Maintenance fees, past due, may cause a lien and foreclosure to be filed against the owner of the condominium unit.
- If any owner fails to perform any act that he/she is 5. requested to perform by the Declaration, the By-Laws or the Rules and Regulations, the Association may, but shall not be obligated to, undertake such performance or cure such violation, and shall charge and collect from said unit owner the entire cost and expense, including reasonable attorney fees, of performing such cure incurred by the Association. Any such amount shall be deemed to be an additional assessment upon such unit owner and shall be due and payable when payment of the assessment next following notification of such charge becomes due and payable, and the Association may obtain a lien for said amount in the same manner and to the same extent as if it were a lien for common expenses.

description, etc. to the Board of Directors. Existing decks/patio's may not be painted or stained. Also, Unit owners are responsible for the insuring of such additions and Building permits must be secured by Unit owners.

FENCES

Fences shall be permitted in the rear portion of the unit's restricted common area with Board approval only. Requests must be submitted to the Board of Directors, in writing.

- A. Height the maximum permitted height is 6'.
- **B.** Length/Width to be determined at the time of the request.
- C. Design/Materials Fences are to be designed and constructed in a manner consistent with the character of **Bristol Lane**. Only Board-on-Board style fences are permitted. Fences are to be constructed of treated lumber and are not to be stained or painted.
- **D.** Maintenance of the enclosed area is the responsibility of the Unit owner.

RIDING OF BICYCLES

The riding of bicycles, snowmobiles, or any other small type of vehicle is not allowed in the grass areas. Riding of bicycles shall be in the paved areas only.

PARKING AND VEHICLES

Owners and their guests are asked to be considerate and careful when parking their automobiles. Owner's parking spaces shall consist of his/her garage and the drive area immediately in front of his/her garage.

- 1. There is to be no parking on Bristol Lane roadways at any time. Please be reminded that the roadways are fire lanes, and vehicles parked in the roadway are subject to towing at the owner's expense.
- 2. The number of vehicles per Unit is limited to double the garage capacity of that Unit. Single garage Units are permitted to park two (2) vehicles on the property; double garage Units are permitted to park four (4) vehicles on the property.
- 3. Homeowner's parking spaces shall consist of his/her garage and the drive area immediately in front of his/her garage. All of these spaces must be utilized before homeowner's are permitted access to the overflow parking (parking pads). Homeowners are encouraged to utilize their garage space(s) whenever possible.
- 4. All vehicles owned by Bristol Lane residents must be registered with the Association.
- Guests are permitted to park on the property for up to forty-eight (48) hours. The make, model, and license plate number of any guests' vehicle that will be on the property for more than forty-eight (48) hours must be reported to the Management Company, in addition to the Unit which the guest is visiting.
- 6. There shall be no parking of disabled or unlicensed motorized vehicles in driveways or any other common areas for more than twenty-four (24) hours.

- waiver of first refusal, maintenance fee update letter and certificate of insurance for the buyer. The name, current address and phone number of the purchaser must be provided to the Management Company in addition to the sales price of the unit and the name of the mortgagee.
- 3. The Management Company will send a condominium questionnaire and agreement to abide to the buyer to be completed and returned.
- 4. Upon receipt of the condominium questionnaire and agreement to abide, the Management Company will coordinate paper work with banks, Realtors, appraisers and escrow agents.
- 5. A transfer fee may be charged to the seller and paid out of escrow from proceeds due to the seller at the time of title transfer.
- 6. The seller is responsible for providing the following information to the buyer:
 - 1. Copy of Declaration and By-Laws
 - 2. Copy of the Handbook of Rules & Regulations

COLLECTION POLICY

1. Maintenance fees and assessments are due on the first (1st) day of the month and are considered late if

"For Sale" regulations.

GARAGE DOORS

For security and appearance, garage doors are to be kept closed and locked whenever possible. Garage contents are the responsibility of the owner/tenant.

RENTING OF UNITS

- 1. No "For Rent" signs are permitted.
- 2. Unit owners are responsible for advising tenants of the Rules & Regulations and supplying tenants with a copy of same.
- 3. Unit owners are to notify the Board with the following information concerning renters:
 - a. Names of new tenant's along with their phone numbers.
 - b. Number of cars, make, and model.
 - c. Length of lease.

SELLING OF UNITS

- 1. A "For Sale" sign is permitted in only one window or storm door. "Open House" signs are permitted only at the time of the Open House.
- 2. Unit owners selling their unit are to notify the Association after a sales agreement has been executed and at least thirty (30) days prior to transfer. You or your realtor must call the Management Company to make arrangements for the

- 7. Vehicle repair shall be limited to the owner's garage or driveway immediately in front of his/her garage. Vehicles shall not be under repair for more than twenty-four (24) hours outside of the garage.
- 8. There shall be no long-term storage of vehicles on common property. Long-term shall apply to any period greater than seventy-two (72) hours. In addition, no commercial truck, motor home, boat or other similar commercial or recreational vehicle shall be parked on the street or in any parking area and kept other than in the garage.
- 9. Homeowners will be responsible for damage to common property caused by their vehicles.
- 10. Violators of the above regulations shall be subject to the following assessment schedule:

First Offense

Warning by Letter

Second Offense

\$25.00 Penalty Assessment

4.

Third Offense

Towing of vehicle at owner's

expense

GARBAGE AND RUBBISH COLLECTION

- 1. Garbage and rubbish may be set outside for removal from the property no earlier than sunset on the evening prior to the scheduled pick-up day.
- 2. Violators of the above regulation shall be subject to the following assessment schedule:

First Offense

Warning by Letter

Second Offense

\$25.00 Penalty Assessment

Third Offense

\$50.00 Penalty Assessment

Subsequent Offenses -

\$50.00 Penalty Assessment per occurrence; situation turned over to Association's legal

counsel at violating

Homeowner's expense.

PETS

Owners must clean up after their pets. Your pet cannot be tied in any common area; and no stake poles and runs are to be placed in any common area. There is a leash law in the City of Streetsboro which is enforced.

- 1. Animals must be attended and leashed on no longer than a seven (7) foot leash when being walked on Bristol Lane common property.
- Animals shall not be tied or staked in the Common Areas, nor permitted to run loose. The only acceptable method of leaving an animal outside unattended is for that animal to be within an approved dog sanitation area.
- 3. All pet excrement must be cleaned up and properly disposed of IMMEDIATELY by pet owners.
- 4. Pet owners are responsible for the cost of repairing any common property damaged as a result of urination or defecation by their pets,
- 5. Violators of the above regulations shall be subject to

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STORM DOORS

Storm doors may be installed by unit owners. All screen/storm doors must be white and full view type doors (i.e. one solid screen or a two section door with screen). If in doubt, ask a Board member.

NOTE: Because of the superior insulating properties and weather-stripping of the entry doors on your condominium, STORM DOORS ARE NOT REQUIRED AND ARE NOT RECOMMENDED. In fact, in certain application, storm doors can cause excessive heat upon the entry door and its components. 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 F and can cause damage to raised molding and other components as well as cause blistering of the paint on its surface. Such damage is not covered by your Homeowner's Warranty.

CONDUCTING OF BUSINESS

No business is to be conducted, for profit, out of the Condominium.

GARAGE SALES

Only "community" garage sales, once or twice per year are permitted. Individual garage sales are not allowed.

SIGNS

No signs, political or advertising, are permitted on common grounds or in windows of the units except as permitted in

must be restored to its original condition at least thirty (30) days prior to the move-in date of the new tenant, unless the Unit Owner requests the approval of the Board of Directors to keep the Area as is, by writing a letter to the Board, indicating that he has advised his new tenant of these special Rules for the Area. Board approval for the Unit Owner to keep the Area, as is, will not alter the Unit Owner's responsibility for compliance with the Area's Rules & Regulations. The Rules will be enforced as if the Unit had not been Leased or Rented.

DISPOSING OF WASTE MATERIAL

Owners and residents must not pour or spill any oil, solvent, or any other volatile or inflammable material into our storm sewers, garage catch basins, or common areas. Ohio EPA and the City of Streetsboro prohibit such dumping. Violators will be reported.

STORAGE

Nothing shall be stored in the patio/deck area other than patio furniture, grills, etc. The patio/deck shall be kept in a neat and orderly manner.

The outside storage of property in the common areas is prohibited. Picnic tables, grills, etc. may be used in common areas, but must be removed immediately after use and place in the patio area. Toys, tricycles, etc., may not be left in common areas overnight.

the following assessment schedule:

First Offense - Warning by Letter

Second Offense - \$25.00 Penalty Assessment
Third Offense - \$50.00 Penalty Assessement

Subsequent Offenses - \$50.00 Penalty Assessment per

occurrence, and situation turned over to Association's legal counsel at violating Homeowner's expense.

PETS - EXHIBIT I

A. BRISTOL LANE'S DEFINITION OF A DOG SANITATION AREA

A Dog Sanitation Area is a small, rectangular fenced area, located in the Limited Common Area immediately adjacent to the rear of a Unit, for the sole purpose of providing a place for the dog to do it's natural business, while in the complete control of the Unit Owner. All design and construction materials must be consistent with the character of Bristol Lane. All details of the design must be approved by the Board of Directors before starting construction.

B. DOG SANITATION ADDITIONS TO BRISTOL'S RULES & REGULATIONS

A Paragraph 6) will be added to Bristol Lane's Rules & Regulations as follows:

6) **DOG SANITATION AREAS**: Construction may not begin without the prior approval of the Board of Directors.

Requests must be submitted to the Board including a plan, description, sketch, etc., that demonstrates full compliance with all of the physical requirements, and other conditions listed below.

- A. Location Only in the Limited Common Area, adjacent to the rear of the Unit.
- **B.** Length and Width Normally 10 feet long and 36 inches wide. Variations that are requested to accommodate the Unit's unique dimensions will be considered by the Board after an on-site inspection.
- C. Fence Height Normally 36 to 48 inches. Variations requested for larger dogs will be considered by the Board after an on-site inspection.
- **D.** Design/Materials Must be designed in a manner consistent with the character of Bristol Lane using the same type of materials previously approved for fencing and/or decks.
- **E. Ground Cover -** Must be at least four (4) inches of stone, boxed in by treated lumber suitable for in ground use.
- **F.** Maintenance Will be the sole responsibility of the Unit Owner.
- **G.** Clean Up After each use. The stone ground cover to be washed down regularly, as needed, using chemicals approved for such purposes.
- **H.** Approved Use For the sole purpose of providing a safe place for a dog to do it's business

while in the complete control of the Unit Owner. The Area is not to be used for dogs to be left outside, unattended, for extended periods of time.

I. Misuse - Any use other than Approved use.

J. Cause for Termination

- 1. On Misuse The Board of Directors may terminate its approval of the Area, if, in the sole judgment of the Board, the repeated misuse of the Area is causing a nuisance, annoyance or inconvenience to any occupants of the Condominium. On receiving notice of the Termination for Misuse, the Unit Owner will:
 - **a**. Immediately cease and desist using the Area for any dog purposes.
 - **b.** Within ninety (90) days, restore the Area to its original condition.
- 2. On Sale of the Unit The Area must be restored to its original condition at least thirty (30) days prior to the closing of the Sale, unless the Unit Owner requests the approval of the Board of Directors to keep the Area as is and encloses a letter signed by the Buyer, indicating the Buyers' consent to assume all of the Sellers' obligations pertaining to the Dog Sanitation Area, immediately upon the close of the Sale.