

**NOT PERMITTED:** The television and radio reception may not be altered in any way by the residents. From December 31, 2008 forward, any non-HDTV dishes will be removed and the owner of the unit will be assessed a maintenance reimbursement assessment for the cost of the removal.

**SAFETY:** Installation on the roof and common areas have the potential to cause leaks and affect the structural integrity of the buildings as well as the inherent dangers of equipment hanging over railings and from the side of buildings.

**DAMAGE:** All roof or exterior repairs needed due to removal will be billed as a maintenance reimbursement assessment to the homeowner.

### **REAL ESTATE ACTIVITY**

A move-in fee will be charged to the owner of a unit each time there is a change in residents. Homeowners will not be charged the fee for a life status change (specifically a birth, death, marriage or divorce) so long as the homeowner resides in the unit. The Association strongly recommends personal homeowner's insurance. Furniture, personal items within the units, plumbing damage from neighboring units, fire, etc and homeowners' personal liability (injuries of guests) are not covered by the Association's master insurance policy and are the liability/responsibility of the homeowner.

**PERMITTED:** Two signs (one in front and one in back of unit), no larger than 18x24 inches, may be placed in the window. Open-House signs may be displayed on the common area grounds on a temporary basis and must be removed by sun-down of the day posted. Lock boxes are permitted and may be affixed to the door knob of a unit.

**NOT PERMITTED:** No other signs may be nailed, stapled, or otherwise attached, to the exterior of a building or any part of the common areas. This includes the balcony railings. Lock boxes cannot be attached to the common areas (railings, etc.), and if found will be removed by the maintenance staff. Common area keys are NOT to be placed in a lock box.

### **FLOORING POLICY**

Brookside Village Homeowners Association is entrusted to promote the common interests and welfare of its members, to protect and maintain property values and the quiet enjoyment of our community. It has come to the HOA's attention that some Homeowners may not be aware of or in compliance with Brookside's regulations concerning flooring within individual condominium units. Therefore to offer assistance and remedy for all Homeowners, the Board has researched and compiled the following Flooring Policy.

1. When the HOA receives a complaint regarding a possible violation of airborne and impact sound insulation requirements for flooring within a unit, the General Manager will send a certified letter to the possible non-compliant Homeowner stating they may be in violation of the CC&Rs and will request the manufacturer's ratings or data based upon tests performed by a recognized and approved testing laboratory for the flooring & insulation that has been installed. (CC&R Article 9 Section 2.3) Unless you informed your contractor/installer of Brookside Village's CC&Rs, they would not know of our minimum rating requirements within the units. The STC and IIC ratings shall be based on the results of laboratory measurements and will not be subjected to field testing. (CC&R 9.2.3) The Homeowner will have 30 days to respond. A copy of this letter will be sent to the complaining Homeowner.

2. If Homeowner does not provide data or ratings that are at least 65 IIC for impact insulation and 50 STC for sound transmission for the flooring that has been installed, then a certified non-compliance letter will be sent advising the Homeowner they are in violation of the CC&Rs.

The HOA will require that non-compliant Homeowner comply with one of two options within 30 days:

(A) Utilize area rugs/floor coverings throughout the unit with specific location and size along with underneath carpet insulation that provides the same or greater impact insulation. (CC&R 9.2.2) The property manager will diagram the

floor covering dimensions to be used and placement within the unit based upon floor plans and complaints of specific nuisance areas within unit, i.e. in bedroom, etc.

OR

(B) Remove the current non-compliant flooring material and submit for Board approval the manufacturer's ratings for the new flooring to be installed.

**All new flooring installation plans should be submitted to the Board via the property manager for approval to avoid potential non-compliance issues in the future.**

Legal Remedies for the Homeowner and/or Association:

3. If non-compliant Homeowner does not choose either option provided by the CC&Rs within 30 days, the Association will proceed according to the current Fine and Enforcement Policy.

Further action may be authorized by the Board to include liens against property, late charges, interest and lien foreclosure proceedings. (CC&R 8.1)

Additionally, a notification may be made of flooring non-compliance through the escrow process and/or real estate broker during time of the sale of a unit. Homeowners and their agents will be required to fully disclose to perspective buyers that unit is not in compliance with the Association's CC&Rs and will be subject to the above options and penalties.

4. Violation of any provision of the CC&Rs constitutes a nuisance and every legal remedy can be pursued by the Homeowner and/or Homeowner Association. (CC&R 13.3) The Homeowner has the same full rights to legal remedy as the Association and nothing within the CC&Rs prohibits enforcement of these rights by any affected Homeowner. (CC&R 13.2 and 5.1.6)

The Board would like to strongly encourage all Homeowners to be considerate of one another, communicate and work together as fellow neighbors to bring about a positive resolution. Considerations might include not wearing shoes inside your unit, walking softly especially at night and early mornings. Even with our sound requirements, our units are not completely soundproof. Once the CC&R standards are met, the HOA will not intervene between Homeowners.

5. If the above nuisance has not been resolved, then the affected Homeowner has many legal remedies available. The HOA will fully provide assistance and cooperate with any proceedings that are pursued by the affected Homeowner.

### EXCLUSIVE EASEMENT AREAS

The homeowner is responsible for the maintenance of certain utility lines which provide service to only their unit; for example the fire alarm equipment within a condominium, door bell, telephone line, heating units, etc. Homeowner will be responsible for the cost of necessary repairs if found to be in violation of the rules and regulations, damaged, tampered with or determined to be a safety hazard as well as any fines levied by the fire department for false calls to a unit.

### WINDOWS and DOORS

**REPLACEMENT WINDOW SPECIFICATIONS:** Installation plans with photos are to be submitted to the Board for prior approval. Plans must be for the same window configuration as is currently installed. Only white vinyl framing is allowed. Window framing style must be Simonton Series 7500 or of a similar design.

**PERMITTED:** Door knobs and deadbolts must be round. All window coverings must have shear, clear or white backing. Screen door options: white-framed retractable screen doors or Superior Brand Colonnade model white screen