

**BROOKFIELD TOWNHOUSE COMMUNITY ASSOCIATION, INC.
RULES AND REGULATIONS**

QUALITY OF LIFE

1. Residents are responsible for the instruction of their children and guests as to the provisions of these rules and regulations. Unit owners who lease their units are responsible for fines incurred as a result of their tenant's violation of these rules.
2. Residents shall exercise reasonable care to avoid making or permitting to be made, loud or objectionable noises as may disturb other residents. This includes but is not limited to the following: music, TV's, amplifiers, shouting, door slamming, gunfire, mechanical repairs, horn honking and engine revving.
3. Pets:
 - A. The number of pets per unit is restricted to two (2). Such restriction does not apply to pets weighing under two pounds. Violation will result in a fine of \$25.00 per week per pet in excess of the limit.
 - B. No dogs or cats shall be allowed in the common areas or facilities unless on a leash held by the owner or his/her agent. No animal may be leashed to any stationary object on the common areas. Violation will result in a fine of \$10.00 for the first offense, increasing to \$25.00 for each succeeding violation.
 - C. Each owner shall immediately clean up and properly dispose of any mess(es) or droppings left by his/her pet on any part of the common areas. Violation will result in a fine of \$10.00 for the first offense, increasing to \$25.00 for each succeeding violation.
 - D. Owners, renters, or agents pet(s) shall not become a persistent nuisance, nor shall they be permitted to cause sanitary or odor problems in patios or back yards. Violation will result in a fine of \$10.00 for the first offense, increasing to \$25.00 for each succeeding violation.
 - E. No animal shall be permitted to bark, howl, or make other loud noises for such length of time or at hours as disturbs neighbors rest or peaceful enjoyment of their units or the common areas. Violation will result in a fine of \$10.00 for the first offense, increasing to \$25.00 for each succeeding violation.
 - F. Pet owners are responsible for any property damage caused by their pet.

OVERALL APPEARANCE OF PROPERTY

4. The posting of sale/lease signs is restricted to the back yard fence (facing the parking lot). Handwritten signs are prohibited. Signs placed in the common areas will be removed and disposed of. Violation will result in a fine of \$10.00 for the first offense, increasing to \$25.00 for each succeeding violation.
5. No items are to be draped over fences, or aired/dried in public view. Violation will result in a fine of \$10.00 for the first offense, increasing to \$25.00 for each succeeding violation.
6. Homeowners may plant "annuals" (excluding vegetables) in flower beds in front of their units, but must accept the responsibility for the upkeep of the beds. Brookfield Townhomes will not accept any responsibility for loss and/or damage to homeowners' annuals. These plants may not affect the uniformity of the landscaping. Potted plants may be removed.
7. Windows may not be covered with aluminum foil, newspapers, sheets, blankets, decorations, or anything other than conventional drapes, shades, or blinds. No interior window treatments, such as bright colors, shall be permitted if the Board determines that such treatments cause an unsightly detraction from the exterior appearance of the Building. Violation will result in a fine of \$10.00 for the first offense, increasing to \$25.00 for each succeeding violation.
8. Garbage cans shall be placed at the curb no earlier than 6:00 p.m. the day prior to the scheduled garbage removal day, and must be removed no later than 6:00 p.m. on the scheduled garbage day. Garbage cans shall be stored on the owners patio hidden from public view. Heavy trash shall be placed on the curb for pick up no earlier than 6:00 p.m. prior to the scheduled pick up day. Violation of either rule will result in a fine of \$10.00 for the first offense, increasing to \$25.00 for each succeeding violation.

VEHICLE RULES

9. Motorcycles, bicycles, and other vehicles may not be parked in common areas or elsewhere on the grounds, except in designated parking spaces. Violators will be towed at owner's expense.
10. Illegally parked, inoperative, or partially disassembled vehicles are subject to towing at owner's expense, after notice of violation. Inoperative vehicles are defined as those vehicles with expired registration tags/ and or expired inspection stickers, or vehicles having flat tire(s) for 14 or more consecutive days.
11. Any vehicle parked in or obstructing an assigned parking space without the owner's or lessee's prior authorization shall be subject to towing without notice. Towing may be arranged by either the Association or the owner or lessee who's assigned parking space is obstructed or in use.

12. Owners will be charged for clean up and/or repair to the grounds necessitated by excessive oil leaks from vehicles.
13. No oil changing, repair work, dismantling or assembling of motor vehicles or any other machinery or equipment shall be permitted in any parking space, driveway, or in the common area. Violation will result in a fine of \$10.00 for the first offense, increasing to \$25.00 for each succeeding violation.
14. No motor homes, boats, jet skis, trailers, or campers may be parked on the property either in a common area, visitor's parking space, or an assigned parking space. Violation will result in a fine of \$10.00 per day for each day the vehicle is parked on the property. The vehicle will also be towed from the property with prior notice.

COLLECTIONS

15. Maintenance fee payments are due on the first of each month and considered late after the fifteenth of that month. A late fee of \$25.00 will be charged to each delinquent account on the sixteenth day of the month. In addition, a \$10.00 bookkeeping (collection) fee will be added to each delinquent account on the sixteenth day of the month.
16. Water bills are also due on the first of each month and are considered late after the fifteenth of that month. For collection purposes, water bills and other fees shall be considered maintenance fees and subject to the same late fees and collection procedures and remedies.
17. The Association will send a bill for current water usage by the fifteenth of the month preceding the due date. The bills will be sent to the owners only. It is the owners responsibility to collect any water charges from their tenants if so needed. The owners are responsible for all water charges with no exceptions. A coupon book will be sent for maintenance fee payments. Effective 02/01/01 the Association will not send monthly statements for maintenance fees, water bills only.
18. If payment is not received by the fifteenth of the month, a delinquent letter will be sent to the owner (15 days late). If the payment has not been received by the thirtieth day of the month, a certified collection and water termination letter will be sent to the owner (thirty days late). If payment is not received by the fifteenth of the next month (45 days late - payment in full includes the charges for the current month) the water will be terminated at the property, and a water termination fee of not less than \$250.00 will be charged to the account. Payment of all current and delinquent charges must be paid to restore water service. If payment is not received in full by the thirtieth of that month (60 days late), the account will automatically be referred to the attorney for collection. *Please note that in order to halt the collection process, all delinquent and current bills must be paid in full.

19. Any homeowner may request a payment plan to pay the delinquent balance. The owner must contact the management company for the Association to obtain a written payment plan. The payment plan can allow a period up to ninety days to pay the delinquent balance. The payment plan agreement will also include the regularly scheduled charges to be paid with the delinquent payments. Payment plans may only be requested during the first forty four days of the collection process. If the water to the unit has been terminated, no payment plans will be accepted. Entering into a payment plan does not stop the addition of any late fees or bookkeeping fees as outlined in these rules.
20. A maximum of two payment plans per unit per calendar year will be allowed. If an owner defaults on a payment plan, the Association will not agree to any future payment plans for that owner.