The Brunson Condominium Association

Rules and Regulations

The Brunson

Managed by:
Community Association Partners
PO Box 287
Lewis Center, OH 43035
614-682-6900 ext. 1
Manager: Cindy Mild
Cindy@CommunityAssociationPartners.com

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THE BRUNSON CONDOMINIUM ASSOCIATION
RULES AND REGULATIONS

A. GENERAL INFORMATION

Section 1.Environment:

The Brunson residents and unit owners (collectively referred to as "residents") shall respect the rights, comfort, and convenience of their neighbors. Residents and their guests shall conduct themselves at all times in a manner that shows consideration for all other occupants and does not disrupt the rights of others. To provide for a pleasant and safe environment, smoking is not permitted in any common area.

Section 2. Noise:

1. Residents shall not make or permit to be made any disturbing noise in the common areas or in the residences by themselves, their family, friends, employees, or visitors, nor permit anything to be done by any such persons that would impair or interfere with the rights, comfort, or convenience of other residence owners or occupants.
2. Residents shall not play or allow to be played any musical instrument, radio, TV, sound system, tape recorder, or the like if the same shall unreasonably disturb or annoy any other residence owners or occupants.
3. If a noise complaint is filed with The Brunson Condominium Association Board of Directors ("the Board") and determined in the sole discretion of the Board or property manager to have merit, the resident will receive a warning for unreasonable disturbance of others. The second time a complaint is received by the Board of Directors and determined in the sole discretion of the Board or property manager to have merit, the resident will be subject to notice of enforcement assessment.

Section 3. Egress:

1. Residents shall leave clear and unobstructed the sidewalks, paths, driveways, hallways, corridors, vestibules, and other areas used for getting to and from parking spaces and residences. Residents may not use such areas for any purpose other than ingress and egress.
2. Residents shall keep doors to public corridors closed at all times except when in actual use for ingress and egress. Residents are not to hold such doors open in any manner.
3. All items in common areas are subject to Board approval.

4. All personal property placed in any portion of the building or any place adjacent thereto shall be placed at the sole risk of the residence owner. Security or local authorities shall remove unmarked boxes or any unidentified containers.

Section 4. Utilities:

1. Common utilities shall not be used or left running for unreasonable or unnecessary lengths of time.
2. Residents shall not use water closets and other water, plumbing, and disposal apparatus for any purpose other than that for which they were constructed. No rubbish, rags, newspapers, ashes or other substances shall be thrown therein. If any damage to the property of others, including the common areas, results from the misuse or neglect of such facilities or from the misuse or neglect of any heating, cooling, or electrical apparatus or facility, the cost of repairing the damage shall be borne by the owner of the residence in which the damage originated.
3. Residents shall not interfere or tamper with the heating, cooling, hot water, lighting, or similar apparatus located in common areas.
4. Residents shall not interfere with any portion of the plumbing, heating ventilation, air conditioning, fire protection, or lighting apparatus in or about the building. The Board in its sole discretion may hold residents liable for any and all damage inflicted on the building or other residential suites as a result of interfering with the mechanical or structural portions of the building. Any maintenance concerns should be directed to the property manager.

Section 5. Trash:

The following guidelines regulate the use of the trash and recycling containers provided in the parking garage:

1. Residents are not permitted to deposit any unreasonably flammable materials or anything that is burning/hot in the trash containers.
2. Residents and guests are not permitted to leave trash on the ground or in common areas

Section 6. Children:

Residents shall be held directly responsible for the conduct of minor children staying in or visiting their unit. As a matter of safety and in consideration of all residents, residents shall supervise and take responsibility for the safety of such children under the age of 12 while such children are in the stairwells, corridors, lobbies, elevators, parking decks, roof deck, and any other common area. No one may loiter or permit their guests, agents or employees to loiter in any of the hallways, stairways, elevators, roof deck, exercise room, garage or lobby areas.

Section 7. All Common Areas:

1. The common areas and facilities shall be used only by residents and their agents, employees, tenants, family members, customers, invitees and licensees subject to the Rules and Regulations established by the Board. Residents shall be considerate of others while waiting or meeting with guests in the lobby.

2. Residents shall not use a common area for any purpose other than the health, safety, welfare, convenience, comfort, recreation or enjoyment of the residents.
3. Residents shall not obstruct the use of the common areas and shall not hinder or encroach upon the lawful rights of any other resident to the shared use of common areas.
4. Residents shall not permit any person on the common area portion of the roof, other than the roof deck and pavers.
5. If any damage shall be caused to the common areas of the property due to the act or neglect of a resident, or his/her tenant, agent, guest or pet; the Board may in its sole discretion hold the resident liable and responsible to pay for such damage, maintenance, repair and replacement.
6. The bulletin board strip in the mail box area is for the use of residents only. Others may not post information in this area.
7. Residents shall not use the common areas to store personal items or other property. Residents may not display decorative articles in common areas without first obtaining written approval from the Board.

Section 8. Carts:

1. Carts are available in the lower level parking garage. These carts are provided for the convenience of residents in transporting groceries and other items to their units.
2. Residents shall return carts immediately after use to the lower level parking garage by the trash containers.
3. Residents shall not keep carts in their unit or leave carts in hallways or passenger elevator.

Section 9. Incident Reporting:

1. In the event of a problem needing immediate attention, but not involving safety, residents shall immediately call the property manager to report the problem.
2. If the problem is serious or an emergency involving safety, residents shall immediately contact the police, fire department, or other appropriate authorities. Then also call the property manager to report the problem.
3. For problems **not** of a serious or immediate nature, residents shall report the problem in writing to the property manager. This can be done through email or regular mail

Section 10. Mail Box Area/Deliveries:

1. One locked US Postal Service mail box (with one key) is assigned to each unit. Only U.S. Postal Service employees unlock the mail box panels to insert mail into the mailboxes.
2. The Board and property manager shall not be responsible for holding U.S. mail for any resident. Residents must make arrangements with the U.S. Postal Service to have such mail held at the post office.
3. The Board and property manager shall not be responsible for incoming mail/packages (i.e. U.S. Postal Service, United Parcel Service, Federal Express) for which they sign. Residents may use such services at their own risk.

B. CONTROLLED ACCESS

Section 1. Access to the Building:

1. The building is designed to prevent unauthorized persons from entering the building. Access to the building can be gained through the main entrance or through the parking garage. Each Resident has a key fob to locked entry-ways.
2. Any individual occupying any residence for more than four weeks in any year is considered a resident. For security purposes, all residents must be registered with the property manager and Board.
3. Residents shall not open locked doors to the building, or to their units, for people that they do not know. If the unknown person does not have a key, he/she should be referred to the property manager for access.
4. If residents discover locked door propped open or that have failed to close completely, residents shall close the door and report the incident to the property manager.
5. Residents shall immediately report any person, persons, or activities observed in or around the building that are considered suspicious to the police and to the property manager. Residents shall also promptly report any suspected or known criminal activity to the police and to the property manager.
6. Residents are permitted to have visitors, guests, service personnel or others visit their units at their own discretion. Residents are responsible and may be held liable by the Board in its sole discretion for any damage or rule violation that is determined to have been caused by their visitors, guests, agents and contractors.
7. Soliciting is strictly prohibited on the premises. Residents shall report violations to the property manager.

Section 2. Emergency Entry of Individual Units:

1. In case it is not feasible to contact the owner(s) of an individual unit and access to the unit is deemed necessary to protect the safety or welfare of the building or its residents, access will be made to the unit by a member of the Board of Directors using a master key. In this case, the security of the individual owner will be respected to the best of the Board Member's ability. Further, the Board Member shall make all reasonable efforts to follow The Brunson Condominium Association Emergency Key Policy and Procedure.
2. There will be two (2) keys needed to access the master key.
3. The master key will be accessed only with one (1) member of the board accompanied by one (1) other additional board member or a person who is not a family member of that board member.
4. The two individuals will remain together from the time the key is taken from the lockbox until it is returned.
5. If entry is required, the owner will be notified as soon as possible, with follow up in writing providing: (a) the reason for entry; (b) the names of the individuals entering the unit; and (c) the date and approximate time of entry and exit from the unit.
6. The master key WILL NOT be used as a lock-out key.

7. Residents may change the locks or add additional locks to their unit, if they so choose. However, residents shall provide a copy of the key to the Board so that the key can be placed in the lock box with the other master keys, to be used only as listed above. If residents fail to provide a copy of the key as required herein, the Board may hold the resident responsible and liable for damage, loss, or expense resulting from such failure.
8. This policy is adopted for the convenience and benefit of residents. However, there is no guarantee that a member of the board will be in the building in the event of an emergency. In these rare cases, other measures of gaining access (breaking down a door) may be necessary, and the expense to the unit owner from such an entry will be born by the unit owner.

Section 3: Lost Access Fobs and Keys:

Residents shall immediately report the loss or theft of any common area key fob, key or other device, in writing to the property manager. Replacement of lost or stolen key fobs, keys and parking garage openers shall be at the resident's expense utilizing the replacement costs for such items set by the Board at its sole discretion.

C. INDIVIDUAL RESIDENCES

Section 1. Exterior Uniformity:

1. To keep a uniform external appearance, the drapes, curtains, blinds, or other door/window coverings visible from the exterior must be of a neutral color. “Neutral colors” are defined as black, gray, white ivory brown and beige. Awnings or window guards will not be permitted and residents shall not place or utilize signs (including for sale or for rent) of any kind in windows, doors, exterior surfaces, patios, balconies, terraces or common areas.
2. Nothing shall be placed on the outside windowsill of any residence. For example, residents shall not place or utilize outdoor clothes dryers or clotheslines on any common or limited common element at any time.
3. Residents shall not mount anything on the exterior doors of any unit, for example, doorknockers or suite numbers, other than those approved by the Board at its sole discretion. The only modification allowed is installation of a peep hole and key pad lock, once approved in writing by the property manager.

Section 2. Construction/Remodeling:

1. Residents are permitted to decorate and remodel their residential units to their own tastes and requirements. However, the following rules apply:

    a. Residents shall notify the property manager prior to engaging in or allowing any construction or remodeling work that is reasonably likely to affect the health, safety or quiet enjoyment of the other residents..

b. “Construction” is defined as any alteration of an individual unit, including but not limited to, use of power tools and/or hand tools.

c. If the construction or remodeling requires a building permit under Columbus City Code, the resident is responsible for obtaining all necessary permits and providing a copy to the property manager prior to commencement of work.

d. If complaints are received from residents and the Board in its sole discretion determines the complaints to have merit, the Board may require the resident to stop all construction or remodeling activity until reasonable arrangements can be made to obtain Board approval for such work and accommodate the situation.

2. Residents shall not alter, modify or improve any common area or limited common element reserved for the resident’s exclusive use, including without limitation any balcony, patio or terrace area, without prior written approval of the Board. Residents also shall not remodel or make any kind of alterations to the parking spaces.
3. The Maintenance Department utilized by the Board and property manager can be individually contracted with by residents for renovation or remodeling of units. Residents should initiate the process with property manager before contacting the maintenance department. Residents may also obtain licensed and qualified outside contractors of their choice.
4. Residents who have a residential unit below them shall maintain, repair and/or replace the floor coverings in their units, in accordance with the terms of the Declaration.
5. Residents are responsible for removing from the property all materials (including but not limited to, paint cans, discarded equipment, replaced furniture/appliances, plaster, drywall, cabinets, lights, flooring, etc.) resulting from construction or remodeling of that Resident’s unit. Residents are also responsible for cleaning the common and limited common areas of any debris from work they had completed. **Any extra hauling and/or cleaning fees incurred by the property manager or the Board for removing such items from the property will be charged to the resident.**
6. Residents shall allow an inspection of construction or renovation in progress upon receiving such request by the property manager.
7. Residents are responsible for damage or loss to other units or common areas resulting from their construction or remodeling activities, regardless of the cause of such damage or loss.
8. Residents shall only utilize qualified professional contractors to perform repairs and maintenance on air conditioning condensing units.
9. All remodeling, construction, repairs, hanging pictures and other noisy activities that are reasonably likely to interrupt other resident’s safety, welfare or quiet enjoyment of their units must be performed from 8:30 am. until 5:30 pm., unless otherwise approved by the property manager, in order to avoid disturbing other residents.
10. Residents are responsible and may be held liable at the Board’s sole discretion for any damage to the flooring or common areas of the building caused by that Resident’s agents or contractors.

Section 3. Move-Ins/Move-Outs:

1. Residents shall notify the property manager of any planned moves in or out of a residence. A "move" is defined as the moving of any personal property in or out of their unit that requires exclusive use of an elevator or the use of a commercial moving truck. The property manager will notify all residents of the move in/out in advance by way of phone alert.
2. Only one move in or move out will be permitted per day.
3. The moving truck is to be parked in the area that is reserved for it at the end of Lafayette Street and may not block the garage door entrance or traffic from entering or exiting the garage.
4. Moves are to be scheduled from 8:30 AM to 5:30 PM.
5. Residents are responsible and may be held liable at the sole discretion of the Board for any damage to other units or common areas resulting from their move.
6. It is the resident's responsibility to see to it that the elevator wall pads are in place before the move in/move out begins and that they are removed and properly stored in the lower level when the move is finished. Pads may be found in in the storage bins in the lower level next to the elevator.

Section 4. Window Cleaning:

The Association is responsible for cleaning the exterior of all windows except those accessible from the balcony.

Section 5. Chemicals:

Except for normal household use, flammable, combustible, hazardous, or explosive fluid, material, chemicals, or substances shall not be brought into or stored in any unit, storage area or parking unit.

Section 6. Responsibility and Insurance:

1. Residents are responsible to protect against any damage or loss to their units, improvements and contents of their units, improvements and contents of limited common areas to which they have exclusive use, and personal property stored elsewhere on the property. The Association assumes **no responsibility** for these damages unless it is caused by the Association's agents, contractors or employees. Residents shall purchase and maintain appropriate insurance to cover any potential damage to their units, improvements, contents of their units, contents of the limited common areas serving their units, and personal property stored anywhere on the property.
2. Waterbeds are not permitted in the residential building without proof of adequate and reasonable insurance. The condominium insurance policy must include an endorsement for damage caused by waterbeds.
3. Residents are responsible for damage or loss to other units or common areas if such damage or loss is caused by negligence of the resident or the resident's agent, guest, or

pet. Residents are encouraged to carry appropriate insurance to cover their liability for such damage or loss.

Section 7. Floor, Ceilings, and Perimeter Walls:

1. The basic structure of the floors, ceilings and perimeter walls (including windows, doors and door sills in the perimeter walls) of each unit are part of the unit and belong to the unit owner. While they are reserved for the exclusive use of the unit where they are located, they are subject to the rules of the Association.
2. Residents shall be entitled to the exclusive use of the perimeter walls, floors, and ceilings of his/her unit and shall maintain the interior surfaces in good condition at his/her sole expense. Decorating and maintenance may include but are not limited to painting, wallpapering, washing, cleaning, paneling, floor covering, draperies, window shades, lighting and other furnishings and decorating.
3. Residents are not permitted to make changes in the windows and doors in the perimeter walls that will be visible from outside the unit, unless approved by the Board. Residents may paint or refinish the interior surface of the entrance door to the unit, but the exterior surface visible from the hallway or the exterior corridor (as the case may be) may not be changed, unless approved by the Board.

Section 8. Unit Use and Occupancy Restrictions:

1. The individual units of the building are designed and intended for residential use only. Commercial use of units is prohibited, except for the following:

    a. Residents may use their residence as an ancillary or secondary facility to an office established elsewhere, provided that the office is not intended to be open to the public; and

    b. Residents may keep personal business or professional records and accounts and handle personal or professional telephone calls and correspondence.

2. Residents shall not do or allow anything to be done in his/her unit, which is reasonably likely to damage the property of others, increase the cost or cause the cancellation of insurance on other units or the common areas.
3. Residents shall not create or permit any reasonably objectionable odor to emanate from a unit, including, but not limited to, tobacco smoke and cooking odors.
4. No estate sales, fire sales, auctions or moving sales are permitted on the property.

Section 9. Unit Maintenance:

1. Each resident is responsible to furnish and be responsible for maintenance, repair, and replacement within his/her own unit and maintain his/her unit in good condition and in good order of repair, at his/her own expense.

2. Residents are expected to notify the police, fire department or appropriate authorities, as well as the property manager, in the event of an emergency. If the emergency is the result of a common area or common property problem, no charge will be assessed to the resident. If the emergency is the result of equipment or furnishings belonging to a resident, the resident will be charged for damage or loss.
3. If the property manager reasonably determines that maintenance, repair or service of any part of a unit is reasonably necessary for public safety or in order to prevent damage to or destruction of any other part of the property. The property manager may notify the resident to perform such service. If a resident fails to comply within a reasonable period of time not to exceed 10 days, the property manager may authorize such maintenance, repair or service to be done at the cost of the resident, who shall promptly pay such costs. If the property manager reasonably believes there is an immediate safety issue or that property damage to the common areas or other units appears imminent, the resident waives the 10 day notice described above.
4. Each unit is subject to the right of access by persons so authorized by the property manager or Board for the purpose of maintenance, repair or service of any limited common area or common property located within its boundaries or any portion of the unit itself or for the purpose of preventing damage or destruction to other units or common areas. The Board and/or property manager shall give the resident of a unit no less than 24 hours advance notice prior to entering a unit or its locked or enclosed limited common elements unless there is an emergency situation (see Emergency Entry of Individual Units (Item B Section 2 (1)). No notice shall be required for the Board or property manager to enter an unlocked or unenclosed limited common element, such as an unenclosed parking space.
5. If any loss or damage shall be caused to the common areas or units owned by others due to: (1) the act or neglect of a unit owner or his/her tenant, agent, guest, or pet; or (2) the resident's refusal to provide the property manager or maintenance department with reasonable access to the unit, the unit owner shall pay for such loss, damage, maintenance, repair and replacement as may be determined in the sole discretion of the Board.

Section 10. Sale or Lease of Unit:

1. When selling your condo, the unit owner is responsible for providing a copy of the Rules and Regulations to the buyer prior to the closing of their condo.
2. New residents/owners must furnish the property manager the following information in writing within ten (10) days;
    a. Names of all residents of the unit
    b. Telephone contacts of all residents of the unit.
    c. Email addresses of all residents of the unit
    d. Make, model, color and license plate numbers of all vehicles that will be parked on a regular basis in our garage.
    e. Emergency contacts for residents of the unit.
3. In the case of a lease it is the responsibility of the unit owner to furnish the above information regarding their tenants to the property manager within ten (10) days of occupancy of their unit.

4. A unit owner executing a lease shall not be relieved from any obligation under the Declaration and Bylaws of the unit owners and all rules and regulations of the Board. Any unit owner who leases his/her unit is responsible for all monthly assessments, supplemental assessments, maintenance invoices, and other applicable fees.
5. Unit owners are required to provide the property manager of the names, email addresses and phone numbers of all residents of the unit. If a rental unit, the names, emails addresses, address and phone numbers of the property manager, if any need to be provided to the property manager. In all cases a copy of the lease needs to be submitted to the property manager.
6. Leases for transient or hotel purposes are prohibited by the Brunson Declaration of Condominium. No unit shall be leased for less than thirty (30) days. Please see the Declaration and Bylaws Article III, Section 2 (i) for more details regarding leasing restrictions.
7. Unit owners shall show the unit to prospective buyers or give a key to their realtor and give written notice to Management that the unit owner's realtor has permission to enter the unit with prospective buyer(s).
8. Unit owners shall not lease, license or otherwise rent parking units to any persons other than residents or unit owners in the Condominium without approval of the Board.
9. Unit owners will not be permitted to display any signs on the Condominium Property, including without limitation, "for sale" or "for lease signs.

D. ELECTRICAL, PLUMBING, HEATING AND COOLING

1. The heating and cooling system and equipment that service the common areas of the building are considered common property. No unit owner may connect any machines, appliances, accessories, or equipment to the heating and cooling equipment.
2. All electrical wiring and equipment and all plumbing systems, pipes connections and equipment forming a part of a system serving more than one unit or the common areas are considered common property. All maintenance, repair, restoration and replacement of the common property electrical system and/or the common property plumbing system shall be done and performed by the Association and the cost shall be common expense.
3. Electrical equipment and fixtures attached to the common property electrical system for the sole use of a single unit (light fixtures and appliances) are the sole maintenance responsibility of the resident. While unit owners are permitted to change light fixtures or appliances within their units (at their own expense), no unit owner is permitted to overload the electrical wiring in the building or modify the electrical system without first obtaining written consent from the Board.
4. Plumbing equipment and fixtures attached to the common property plumbing system for the sole use of a single Unit (bathroom and kitchen fixtures) are owned by and the sole maintenance responsibility of the Unit Owner.

E. STORAGE

1. Residents must reasonably maintain their storage area as long as he/she owns the unit.
2. In accordance with the Franklin County Fire Safety Code, no combustible products such as oil-based paint, gasoline cans, etc. may be stored in multifamily dwellings.

3. All stored items must be at least 18 inches below the sprinkler head system and 3 feet away from all electrical panels and water valves. Unless expressly authorized by the Board, no items may be left outside the doors of the storage area.
4. All storage areas and contents are to be kept in a sanitary and neat condition. Residents have the right and responsibility to secure the door to their storage area. Please provide a key for your lock. If one is not provided management has the right to enter as necessary in an emergency situation.
5. The Association shall not be responsible for the loss of or damage to any items stored in the storage units. The security of the residents' storage units and personal property is not the responsibility of the Association.
6. All items must remain inside the individual storage areas. Any items left outside personal areas, except as authorized by the Board in writing, will be discarded.

F. PETS

Subject to the terms of the Declaration, domestic pets (i.e. cats, dogs, fish, birds, hamsters, etc.) may be kept in residences provided they do not unreasonably disturb or annoy other residents of the property. Wild animals shall not be considered domestic pets and are not permitted.

1. All pet owners should be familiar with and shall comply will all ordinances and the regulations of the City of Columbus pertaining to animals and pets. All pets must be licensed according to Franklin County regulations and the Unit Owner will retain a copy of the animal registration and immunization certificate for each pet.
2. Pet owners are responsible for controlling any barking and other noises and actions of the pets so as not to unreasonably disturb other residents of the building.
3. Pet owners are required to promptly remove from the property any pet that is determined to be a vicious animal or dangerous animal by the Columbus City Code, or to be a nuisance as determined by the Board pursuant to the Declaration.
4. Pets must be on a leash or otherwise restrained at all times when in the common areas.
5. Residents will be responsible for any and all damages caused by the pet of the resident, the resident's agent or guest, including damage to personal property and personal injury.
6. Residents are required to pick up and properly dispose of fecal matter left by the pet of the resident, the resident's agent or guest, on any Association property (inside or out) and shall have in his/her possession at all times a device for the purpose of picking up and properly disposing of matter left by the pet. Residents are liable for any soiling in common areas caused by the pet of the resident, the resident's agent or guest, whether inside or outside the building.
7. Pet owners in violation of any of these provisions will be warned in writing to correct such violation. If violations persist, the Board in its sole discretion may use impose a reasonable fine upon the owner. Any pet which Management determines to be either a nuisance to health, safety or welfare of person or property, or any pet whose owner repeatedly violates the rules covered by this section, may be ordered by the Board in its sole discretion to be removed from the property.
8. Owners shall not leave unattended pets outside on a balcony.

G. VEHICLES

Section 1. Vehicle Registration and Parking Regulations:

1. Except for storage containers approved by the Board, parking spaces may not be used to store items (boxes, etc.). Any such item may be subject to be removed by the property manager or Board.
2. Unit owners, tenants and any guests must only use the parking spaces that are allocated for their specific condo unless prior arrangements have been made with the parking space owner.
3. The repair or maintenance of automobiles or other vehicles shall not be carried out in any of the common areas. The changing or disposing of motor oil or other vehicular fluids on or in the immediate vicinity of the property is prohibited.
4. Trucks, vans, and vehicles used for commercial purposes including tractor rigs, buses, panel trucks and trailers of any size which are used for carrying tools, equipment, supplies, or materials, for one's full or part-time business are prohibited. Boats, trailers and recreation vehicles are also not permitted.
5. Disabled vehicles are prohibited from being parked on the property. A vehicle shall be considered "disabled" if (a) it does not have a current license tag or (b) it cannot move under its own power or (c) it is obviously inoperable.
6. Vehicles are not to obstruct the flow of traffic.
7. The speed limit should not exceed 5 miles per hour within the parking facility.
8. Residents may not unreasonably interfere with other residents' quiet enjoyment of the common areas, including the parking garage.

Section 2. Towing of Vehicles:

Having a vehicle towed should be considered as a "last resort" action. The owner of the towed vehicle will be upset and the resident who has the vehicle towed may get negative feedback as a result. So every reasonable effort should be made to deal with the situation in other ways before having a vehicle towed.

Before the decision is made to tow a vehicle from the garage, the Board suggests these procedures are to be used.

1. First, the owner of the parking space in question should contact the property manager and provide details of vehicle in their space (make, model, color, and license plate number). Residents should consider temporarily parking in one of the handicap spots on lower level while property manager initiates actions.
2. Property manager will take measures to communicate the issue to all residents via the mass communication tools (text, email, voicemail). Consideration of the time of day will be taken as to when this communication is sent to not awake residents in the middle of the night.
3. If violator responds to issue, property manager will ask that vehicle be removed immediately and notify owner of parking spot when it will be vacated.

4. If no response from violator is received in a reasonable time, property manager will notify the towing company driver to tow the offending vehicle and notify owner of spot of action taken.
5. Repeat violators are subject to fines as determined by the board.
6. Only the property manager or a board member can have a vehicle towed.
7. Handicap parking spaces are to be primarily used by vehicles with a valid handicap tag or license plate. However, the spaces can be used on a short term basis for the common use of residents and their guests alike, on a "first come first serve" basis. Short term to be defined as a few hours. All use of handicapped parking spaces shall be reasonable, and only utilized when necessary. Any usage beyond short term usage needs to be approved by the Board.

8. H. ELEVATORS

1. The passenger elevator is designed for passengers. The elevator is not to be locked on any floor. Only emergency personnel may lock passenger elevators on any floor.
2. Carts are not to be left on the elevator. Boxes or trash are not to be left on the elevator.
3. Residents will be responsible for any damage they cause, as well as any damage caused by their employees, agents or independent contractors, to the elevator. Individuals or companies moving furniture, equipment or other items will also be held responsible for damages to elevator and/or wall coverings.
4. No personal notices may be posted on the elevator.
5. Smoking is not permitted on the elevator, or in any of the common areas.

I. BALCONIES, PATIOS AND TERRACES

1. While balconies, patios and terraces are for the exclusive use of the units from which there is direct access, they are limited common elements, and are subject to the rules of the Association.
2. Balconies, patios, and terraces cannot be enclosed or altered in any manner, except for the alteration of the floor surfaces. Residents are not permitted to otherwise change the appearance of balconies, patios, or terraces that may be visible from outside the building.
3. Residents are not permitted to display or hang clothing, sheets, blankets, laundry, flags, signs or other such articles on balconies, patios or terraces that may be visible from outside the Building (including, without limitation, holiday lights). Per the Freedom to Display the American Flag Act of 2005, residents may display an American Flag with the dimensions of 3' x 5'. The flag must be flown on a pole extended from the balcony. The pole can be temporary affixed to the hand rail as long as the rail is not penetrated or damaged in any way. Radio and TV antennae or connections shall not be installed or affixed to the exterior of the residence. Satellite dishes are not permitted to be fastened to the exterior structure of a balcony, patio, or terrace.
4. Cooking is permitted on the balcony if an electric grill is used. Charcoal or gas grills are not permitted.

5. All maintenance, repair, restoration and replacement of the basic structure of balconies, patios, and terraces, excluding the floor covering, shall be done and performed only pursuant to authorization given by the Board, and the cost shall be common expense.
6. Nothing may be thrown or emptied out of the windows, balconies, or exterior doors of any unit, nor thrown or emptied into the common area (including, without limitation, cigarettes). For example, rugs may not be beaten in common areas, nor shall dust, rubbish or litter be swept from a residence onto any common area or neighboring terrace. Any damage resulting from fallen objects will be the responsibility of the resident of the unit from which it fell.
7. Residents may place and maintain outdoor furniture of a customary nature and appearance on balconies, patios, and terraces.
8. No window air conditioner unit - or any other type of window unit is to be installed so that any part extends outside, beyond the vertical surface of a window.

J. COMPLAINTS

1. Enforcement of rules and regulations is subject to the reasonable discretion of the Board. However, the reporting of violations is a shared responsibility of all residents.
2 Any violations shall be reported to property manager, in writing via email or USPS..

The report shall include:

1) name and address of the person(s) committing the violation;
2) a description of the violation/complaint;
3) name and address of the person making the complaint;
4) the date of the violation; and
5) the name, address, and telephone number of any witnesses.

Upon receipt of the report, the property manager will conduct a reasonable investigation using the information provided. The property manager shall report the complaint and the investigation results to the Board within a reasonable time of receiving the report, not to exceed 1 week.

If the Board determines the violation to have merit, the Board shall authorize the property manager to:

1) Mail a letter via USPS to the person committing the violation, or the unit owner responsible for such conduct under these rules and regulation, which will identify the nature of the complaint, provide the accused with a date and time to speak to the Board regarding the allegation, and identify the potential sanction should the Board determine that a violation occurred.

Potential sanctions for violations may include a written warning, a reasonable fine, or any other remedy authorized by these rules and regulations.

K. ASSESSMENTS AND FEES

Unit owners are responsible for paying their proportionate share of the common expenses of the Association. The proportionate share for each unit shall be based on the rules, regulations, Declaration, and Bylaws.

Section 1. Assessments:

1. Each year the Board shall establish a monthly assessment for each unit to cover routine operating costs based on an approved annual budget. The monthly assessment is due and payable to the Association on the first day of each month. The Board may change the amount of the monthly assessment if anticipated expenses increase or decrease as is deemed reasonably necessary in the Board's discretion. In the case of a change to the homeowner's monthly or a special assessment, the Board shall provide notice of the change to the residents at least thirty (30) days in advance of the assessment.

Section 2. Fees and Other Charges:

In addition to assessments, unit owners are responsible for the payment of fees for some services provided by the Association:

1. The Association charges a fee for some services provided by the Association including, access device replacement or other services not covered in the monthly assessment. The Property Management Company shall provide an invoice to the unit owner for these charges on their monthly statement.
2. Broken fobs will be replaced free of charge by the Association, if the broken fob is turned in to the property manager. Lost fobs will be replaced for a fee of $25.
3. Unit owners are also responsible for costs resulting from damage to the common areas caused by residents, their agents, guests, or pets. The Property Management Company will provide an invoice to the unit owner for these charges. Payment is due on the first day of the month following the mailing of the billing statement.

Section 3. Payment of Assessments and Fee:

It is the policy of the Board that all assessments and fees be paid promptly by check or automatic payment by the unit owner to the Association when due. The Association will not accept cash payments. Assessments and other fees are due on the first day of each month and will be considered delinquent after the tenth day of the month. All assessments and fees are due without notice, demand, deduction or offset. Assessments and fees may be due to such other person or at such other place as designated in writing by the Board. The following actions will be taken when assessments and fees are delinquent:

1. Assessments are due on the first day of the month and are considered late if not received by the 10th day of the month.

2. A late fee of $25.00 per month will be assessed on any unpaid balance after the grace period.
3. A Late Notice will be sent to all unit owners who have an outstanding balance of one month's assessment or more, and who have not paid the outstanding balance by the 10th day of the month.
4. A Second Notice will be sent to all unit owners who have an outstanding balance equal to 2 months assessments or more, stating that assessments are over 60 days past due and the unit owner has 10 days to make payment in order to avoid the placement of a lien on the unit.
5. A Collection Letter from the association's attorney will be sent to all unit owners who have an outstanding balance equal to 3 months or more in assessments. Collection of the outstanding balance will be turned over to the Association's attorney at that point, who may pursue all lawful remedies to collect the overdue and outstanding balance.
6. All payments to be credited in the following order of priority: First, to interest owed, second to administrative late fees, third, to collections costs, attorney's fees and paralegal fees incurred by the association, fourth to the principle amounts the unit owner owes to the association for the common expenses or penalty assessments chargeable against the unit.
7. The property manager may make discretionary decisions regarding application of late fees.
8. The delinquent owner shall be responsible for all costs relating to collection of unpaid assessments, including attorney fees and other out-of-pocket expenses.
9. The voting rights of a unit owner will be suspended during any period in which such unit owner shall be in default in the payment of any charge levied by the association.

L. ROOFTOP POLICY AND PROCEDURES

The rooftop consists of two areas. One is a privately-owned patio which is gated off from the rest of the rooftop, and which is not open to the community for use. The rest of the roof is common area to be enjoyed by all owners and residents, as well as guests accompanied by an owner or resident.

Events like Red, White and Boom or any other Association-sponsored events can have specific guidelines regarding who may attend the event, due to the significant risk of overcrowding. The Association's property manager will advise owners and residents of such events by posting a notice in the lobby area near the mailboxes, and potentially by other means.

There are times that owners or residents may wish to host a gathering of friends, family, etc. on the rooftop. There is no exclusive usage of the rooftop, outside of Association-sponsored events, but owners/residents are to coordinate such gatherings with the Association's property manager, so the property manager can minimize the risk of overlapping gatherings and overcrowding on the rooftop.

When using the rooftop owners/residents must make sure to observe the following rules:

1. The maximum number of individuals allowed on the rooftop at one time is 50.
2. All individuals must observe local noise ordinances, as well as any other ordinances and laws.
3. Glass containers are not allowed on the rooftop.
4. Smoking is not permitted in any of the common areas of the Brunson, including the rooftop and the interior and exterior stairwells.
5. All owners, residents, guests and others are required to stay on the pavers or metal decking of the roof, in order to protect the membrane roof. Climbing over railing or on any other surfaces that are not part of the decking is strictly prohibited.
6. Owners/residents are to ensure that guests know where the restroom is located in the basement of the building, or that their guests have access to the restroom within their unit.
7. Owners/residents are to supervise the entry and exit of their guests into and out of the building, so as to prevent any incidents which might cause disruption to the community.
8. Owners/residents are to clean up after themselves and their guests, and leave the common areas including the rooftop free of trash, debris and personal items.
9. Owners/residents will return the space to the original condition when finished utilizing the space.

If damage is caused to the common areas due to the actions or neglect of an owner/resident, or guest of an owner/resident, and/or a pet of an owner/resident, the owner/resident shall be responsible to pay for all repairs, maintenance and/or remedies resulting from such damage.