



**BROOKRIDGE COMMUNITY PROPERTY OWNERS,  
INC.  
A 55 Plus Retirement Community**

**RULES AND  
REGULATIONS**

Brookridge Community Property Owners, Inc.  
Rules and Regulations  
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# **BROOKRIDGE COMMUNITY PROPERTY OWNERS, INC. RULES AND REGULATIONS**

## **A. Introduction**

Brookridge is a deed restricted community with all Common Areas owned by the Brookridge Community Property Owners, Inc. (hereinafter BCPO). Common Areas include all roads, drainage retention areas (DRAs), buildings, recreational facilities, RV parking compound and equipment.

The community facilities in Brookridge are for the use and enjoyment of members, renters and their guests and for BCPO needs. The rules, regulations, guidelines and policies contained in this booklet are to assist each person in enjoying this right of use. Any person using the community facilities is responsible for understanding and following these standards.

These Rules and Regulations were written in consonant with the Governing Documents and will be revised as the Governing Documents are revised. Where any conflicts arise between these Rules and Regulations and other Governing Documents, the Governing Document will prevail.

BCPO reserves the right to modify any of the fees or charges set forth herein.

## **B. Foreword**

This document was produced to serve as a guide to the facilities and amenities of Brookridge as well as to set forth many of the rules and regulations that govern Brookridge. Nothing in this document shall limit BCPO in managing Brookridge or otherwise enforcing the Governing Documents.

This document was approved by the Board and supersedes all prior rules, regulations, policies and procedures which are in conflict with the provisions herein.

## **C. Roles and Responsibilities**

**Section 1. Board of Directors.** The Board of Directors (hereinafter “Board”) is comprised of members who permanently reside within Brookridge and who have been elected by the membership of BCPO. The Board operates BCPO on behalf of the members. It is a policy-making body, overseeing the implementation of the Governing Documents. The Board has the authority to revise the Rules and Regulations from time to time as it deems necessary or appropriate. Any revisions require a simple majority vote of the total number of directors present at any meeting of the Board.

**Section 2. Committees.** The Governing Documents grant to the Board the ability to establish various committees and task groups to help operate BCPO, fulfill its responsibilities and ensure it runs smoothly. Committees or task groups may be formed to assist the Board in providing research, analysis and advice needed for policy decisions.

**Section 3. Facilities Staff.** Persons employed by the Board shall oversee the maintenance of all BCPO-owned buildings and the day-to-day operation of the Clubhouse and all other recreation facilities.

**Section 4. Members and Residents.** • Members have the right to participate in membership meetings, elections of directors and unit representatives, budget and annual assessment approval and referenda decisions. To meet the financial obligations of BCPO it is essential that members pay their BCPO assessments in a timely manner. • Members may share the responsibility of governing BCPO by serving on committees, on the Board, or as unit representatives. • Members have no authority to act for BCPO without the prior written consent of the Board. • Members and residents may participate in the ongoing athletic and social activities and clubs. The monthly newsletter contains information on such activities and clubs, including telephone numbers, activity dates, etc. • Members, residents, and renters are responsible for their guests and **all** must adhere to the Rules and Regulations approved and adopted by the Board. • Effective July 3, 2007 prospective residents shall be required to fill out a screening application and pay a non-refundable fee prior to closing.

**Section 5. Officers.** The officers of the Board are president, first vice president, second vice president, secretary, treasurer and any other officers as the Board may create. The General Manager shall assist the officers in their duties. The selection of officers shall take place at the organizational meeting of the Board immediately following each annual meeting of the members.

**Section 6. Public Works Department.** Persons employed by the Board shall oversee the maintenance of all common areas, except that which is overseen by the Facilities staff. BCPO Public Works Department shall also maintain all maintenance equipment, all drainage retention areas, street drainage and roads.

**Section 7. Security.** Persons employed by the Board who act as the eyes and ears of the community but have no police powers. Security is responsible for code enforcement for the purpose of assuring that each member complies with the governing documents; screening motorized vehicles entering and leaving Brookridge; patrolling community streets; and assisting in monitoring the community by working closely with the Sheriff's Department.

**Section 8. Staff (Administrative).** Persons employed by the Board to perform administrative functions such as accounting/bookkeeping, member relations, purchasing, records keeping and secretarial.

**Section 9. Unit Representatives.** The Unit Representatives are an elected group of members whose purpose is to assist the Board with communications and special projects, promote improvements and community pride, and serve as voting clerks as necessary.

**Section 10. Liaison.** A liaison shall be defined as, "A person who provides a means of communication between different groups or units of an organization."

# ARTICLE I

## GENERAL RULES AND REGULATIONS

**Section 1. No Soliciting, Canvassing, Petitioning.** This rule is to protect the privacy of residents by restricting vendors, residents or guests from going door-to-door to solicit or petition. There shall be no soliciting, canvassing or petitioning for sales, contributions, services or signatures within Brookridge Community including all common areas and rights-of-way, except as specified in BCPO Governing Documents.

A. Per BCPO Bylaws, petitioning is permitted only for special meetings of members. For this purpose only, the petitioning process is as follows:

1. Booking a room at the clubhouse or a space at the office to solicit signatures. Petitioner is permitted to place a notice on the community channels specifying the dates and times.

2. Calling residents to discuss petition and solicit signatures.

3. Mailing letters to residents.

4. If the petitioner wishes to attend any Board or club meeting or event to gather signatures, prior written approval from the Board or club must be granted. The Board or club will dictate the location of the petition table. If petitioner interferes with the running of the Board or club meeting or event, they will be required to leave the premises.

5. For the safety of all, no petitioning will be permitted in any parking lot.

B. Under no circumstances will members be permitted to conduct door-to-door petitioning.

**Section 2. Non-residents Wanting to View Golf Course and/or Community.** This rule sets forth the procedure for BCPO Security to follow when non-residents request entry to view the Golf Course and/or the Community.

A. When viewing the community, Monday through Sunday, the visitor(s) must be escorted by a realtor or resident. Visitors will give Security the name and address of resident. The visitor(s) will be informed by Security that visitors have three hours to view the community and they must exit the community within the allotted timeframe.

B. The Security Guard will make a copy of the driver's license before issuing BCPO guest pass. Vehicle must have an adult with proper I.D.

C. Any non-resident desiring to view the Golf Course will only be allowed to enter the community when escorted by a member of the golf association.

**Section 3. Controlled Access – Clubs/Groups Inviting General Public to Events.** This rule applies to all functions or events that are open and advertised to the general public. The association does not intend to impede the club or group’s operation or interfere with guests. However, for safety and security reasons, BCPO must have certain established guidelines.

A. The club/group must submit their function and/or event information to BCPO office along with a written request seeking Board approval allowing the general public to attend. The General Manager will forward this information to the Board for disposition.

B. Once the request is approved or denied, the General Manager will forward the Board’s ruling to the club/group contact person and will also forward appropriate information to Security.

C. BCPO sponsored events are exempt.

D. Non-residents invited to play golf by a member are exempt.

**Section 4. Entrance to Brookridge by Non-Essential Contractors during a State of Emergency as declared by the Board.** Non-essential service contractors may be denied entry into Brookridge during a state of emergency for the safety of residents, property and the service providers themselves. Non-essential contractors include, but are not limited to, pest control operators, lawn service vendors, non-emergency deliveries and sales persons.

**Section 5. Clean Up After Natural Disaster.** BCPO is only responsible for common areas and property owned by BCPO. Members/residents are responsible for their own homes and property. The Board reserves the right to waive any and all regulations during a disaster.

**Section 6. Open House – Sales and/or Model Display.** Homes, models or property offered for display or sale by any realtor, manufacturer, private owner or individual will not be offered for sale by use of the “open house” concept. Persons wishing to view property offered for sale through a realtor must be accompanied by the realtor. Realtor caravans are limited to five cars.

**Section 7. House Number Identification.** In order to provide rapid response to emergencies for the Sheriff’s Department, Fire Department and Emergency Medical Services, all new residences within Brookridge shall be required to prominently display their house number with an unobstructed view from the roadway. House numbers shall be a minimum of 4” in height, mounted on a horizontal plane for easy readability on your home 4’ above ground level. Numbers shall be block numerals in a color contrasting with the structure or background surface. If the principal building is not visible from the road, or obstructions such as fences, trees or walls would limit visibility, the address number shall be posted at least two feet above ground level in a conspicuous place at the driveway or property entrance.

**Section 8. Commercial Vehicle Sign and Parking Rule.** – See Article VIII, Commercial Vehicle/Vendor Rules and Regulations.

**Section 9. Inspection of Records by Members.** This rule is to provide guidelines to assist members in requesting, reviewing and inspecting BCPO records.

A. BCPO shall provide access to records within ten business days after receipt of a written request by a member.

B. Each member shall be allowed to inspect records for not more than eight hours per month.

C. Inspections of records shall occur Monday through Friday, with the actual date and time for the requested inspection being mutually agreed upon by BCPO and the requesting member. Should a member fail to agree with BCPO as to a mutually convenient time and date for the inspection, BCPO reserves the right to unilaterally determine and schedule the inspection to facilitate having the inspection occur within ten business days after receipt by BCPO of the written request for such inspections.

D. The association may impose fees to cover the costs of providing copies of the official records, including the costs of copying and the costs required for personnel to retrieve and copy the records if the time spent retrieving and copying the records exceeds one-half hour and if the personnel costs do not exceed \$20 per hour. Personnel costs may not be charged for records requests that result in the copying of 25 or fewer pages. The association charge is currently 25¢ per page for copies made on the association's photocopier. Double-sided copies shall be considered two pages for purposes of calculating copying charges.

E. BCPO shall maintain an adequate number of copies of the Governing Documents, the year-ending financial report and the annual budget, which shall be provided free of charge to members.

F. Pursuant to Florida law, the following records are not available for inspection or copying by members or any other person requesting to inspect or copy the following documents:

1. Any record protected by the lawyer-client privilege as defined under Florida Statutes and any record protected by the work-product privilege.
2. Information obtained by BCPO in connection with the approval of the lease, sale or other transfer of a lot or other parcel.
3. Disciplinary, health, insurance, and personnel records of BCPO employees.
4. Medical records of parcel owners (i.e., members) or community residents.

G. Regardless of the number of lots or parcels a member owns, the member shall only have access to inspect BCPO records for one eight-hour period per month as described above (i.e., such member shall only be allowed to inspect BCPO records on a weekday for up to one eight-hour period per month).



**Section 10. Estate Sales.** This rule is to assist heirs/relatives and/or agents in holding estate sales (i.e., selling of the house contents or personal property of a deceased person) within Brookridge.

A. Property Owners/heir/relative/agent must inform the office of the sale date and time at least one week prior to the sale. Maximum length of time for any estate sale is two days.

B. Only one estate sale sign is allowed and must be placed on the inside front window and must be no larger than 14" x 22". The sign can only be posted on the day(s) of the sale.

C. All sale items must be contained within the home and/or carport and not be seen from the street.

D. Property owner/heir/relative/agent is totally responsible for traffic control. No parking is allowed on empty lots or on another owner's property.

E. The Board must approve any variance to this rule.

F. Property Owners, not renters, who are selling their home, may have (1) estate sale prior to the sale of the home.

**Section 11. Auctions for Sale of Multiple Lots.** Owners, builders and/or contractors are not permitted to hold an auction for the sale of lot(s) within Brookridge without prior approval of the Board.

**Section 12. Issuing of Barcodes, License Plates and Guest Passes.** This rule defines the type and use of identification to be displayed by all vehicles entering Brookridge Community. All barcode decals, license plates or visitor plates as authorized by the Board will be issued and controlled by the Security Department. Proper display of this identification is mandatory. Failure to properly display this identification will result in delays at the entrance.

A. Member Barcode Decal:

1. A barcode decal will be issued to members as listed on BCPO records showing current drivers license or ID card and vehicle registration certificate.

2. Residents with demonstration cars, pickup trucks, vans or employer supplied vehicles under 6,000 pounds are allowed with a copy of a valid registration for the vehicle.

3. A maximum of two barcodes per address will be issued annually at no charge. Additional barcode decals may be purchased for \$10 each.

4. Barcode decals may be issued to other members, relatives or guests living in the member's home for a minimum of three months when requested by the member.

a) Member must complete a BCPO application form.

b) A \$20 per vehicle fee is due at time of application

5. Residents may not use the barcode lane while the resident is under suspension of privileges. Failure to use the visitor lane may result in additional fines & suspension.

B. Renter Barcode Decal:

1. Barcodes will be issued to renters for terms of three months or more after a fully completed BCPO Renters Information form is presented along with current drivers license and vehicle registration certificate. The barcode decal will be valid only for length of rental term.

2. A \$20 per vehicle fee is due at time of application.

C. Visitor Barcode Decal:

1. A \$10.00 per vehicle fee is due at time of application. A visitor's barcode decal will be issued upon request with the approval of the member that the visitor is staying with. This will start the 1<sup>st</sup> day and continue until a background screening is required at 30 days.

D. Employee Plate. An employee plate may be issued to non-resident employees of BCPO and the Brookridge Golf Association (golf passes handled by the Golf Course supervisor). Employees must complete a vehicle information form and show current driver's license and vehicle registration certificate. Plate is valid only for the term of employment and is to be displayed in the driver's side windshield when entering or leaving the community.

E. Vendor Plate (C-Plate). Vendors with a history of daily activity in the community may be issued specifically assigned permanent number plates (C-Plates) by paying a \$20 fee. If returned in good condition, the vendor is entitled to a refund of \$20. Lost or stolen plates will be replaced for a \$20 fee.

F. Visitor Pass. A visitor's pass is available upon the request of a member for any houseguest visiting for more than three days. The pass can be valid for up to a maximum of thirty days. The visitor's pass will be issued only for the number of days requested.

1. Prior to issuing the pass, the member will complete the "Visitor's Pass Registration" form.

2. Security will assign a number to the visitor's pass, record the date issued and the expiration date. All information regarding the visitor's pass will remain in the guardhouse. The visitor's pass will be yellow with black letters or green with black letters and must be displayed on the dashboard or hung from the rear view mirror when entering or leaving the community via the visitor's lane and while in the community.

3. All aspects of this rule will be controlled by the Security Captain, Security Lieutenant or Sergeant or the General Manager.

4. All vehicles without an assigned barcode must use the inside visitor lanes for entry into and exit from the community. At entry, vehicles will be signed in and given a numbered card to be displayed in driver's side windshield. At time of exit, numbered card is turned in at guardhouse.

G. Other Vehicles. Golf carts and other types of motorized conveyances, as approved by the Board, are required to register with Brookridge Security by completing an application form and will be issued a specially identified Brookridge plate before allowed on Brookridge streets. Between the hours of dusk till dawn, all vehicles noted in this section must have proper front and rear lights while using Brookridge streets. No go-carts are permitted. The General Manager and/or the Board will review any exceptions.

**Section 13. Lot and Home Maintenance.** This rule applies to the maintenance of vacant lots and lots with homes, including insect, reptiles and woods fire control.

A. Vacant Lots. Owners of vacant lots are sent a BCPO lot cutting option letter. After the letter is sent, if the owner chooses to maintain his own lot, the 12” grass height provision will apply (i.e., lot will be considered as needing to be cut if grass/weeds are 12” or over). The procedure will be to cut the lot without further notice to the owner, charge the full yearly cutting fee and take over the cutting of this lot for the remainder of the year. No photographs are required.

B. Lots with Homes. If grass/weeds on a residential lot reaches 12” in height or over, a phone call will be made and the owner given a maximum of five days to cut. Three telephone attempts to the homeowner will be made. Leaving a message on an answer machine will be considered as proper notification. No letter will be sent. If the grass/weeds are not cut and/or landscaped areas weeded within five days, a photograph will be taken the morning of the sixth day before Public Works is sent in to cut the grass and/or weed landscaped areas. The homeowner will then be billed in accordance with Property Maintenance Charges/Rates Rule, Section 14 below.

C. Garbage and/or Trash Removal. If an owner does not properly dispose of garbage and/or trash from their lot, a phone call will be made and the owner given a maximum of five days to dispose of the garbage and/or trash. Three telephone attempts to the homeowner will be made. Leaving a message on an answer machine will be considered as proper notification. No letters will be sent. If garbage and/or trash are not removed within five days, a photograph will be taken the morning of the sixth day before Public Works is sent in to pick up and dispose of all garbage and/or trash. The homeowner will then be billed in accordance with Property Maintenance Charges/Rates Rule, Section 14 below.

D. Clutter. Porches, carports and screen rooms must be kept free of clutter, refuse and debris which is considered a fire hazard or may attract vermin (reference Deed Restrictions, Article III, Section 16). “Clutter” defined as: A space/area filled or scattered with a disorderly accumulation of objects, debris, or rubbish in a way that impedes movement, reduces the effectiveness of the area and is unappealing to the eye.

**Section 14. Property Maintenance Charges/Rates.** After proper notification to the owner, if BCPO is forced into maintaining an owner’s property and/or adjacent street areas (sand, stones, mulch, etc. washed into the street from unkempt property), the Public Works Department shall be sent onto the property or adjacent street areas to take care of the violation. The charges/rates are considered individual assessments and are as follows:

- A. A minimum of \$100 **or** at the rates specified below:
- |                                   |               |
|-----------------------------------|---------------|
| (1) Tractor, 1145 mower and gator | \$50 per hour |
| (2) Street Sweeper                | \$50 per hour |
| (3) Truck                         | \$45 per hour |
| (4) Mower and trimming            | \$35 per hour |
| (5) Tree Trimming (\$50 minimum)  | \$35 per hour |

**Section 15. Leasing/New Owner.** At least 15 days prior to any person, who is above the age of 18, residing for a period greater than 30 days, or an accumulative stay of more than 30 days in any 365 day period, whether as an owner, tenant, family member, guest or otherwise, shall complete and deliver to BCPO an Application for Residency permitting BCPO to perform a full background investigation and shall pay a non-refundable fee for the cost of the investigation. BCPO will notify applicant/s of screening results upon receipt.

In the event, in the sole discretion of the board of directors of BCPO, the results of the background investigation are not acceptable to the board of directors, (i.e. may cause or threaten the health, safety or welfare of the residents), the applicant shall not be entitled to reside within the Brookridge Community. Any applicant for residence within Brookridge who is a sex offender or registered sexual predator shall not be permitted to reside within the Brookridge Community.

In conjunction with the Deed Restrictions, Art. III, Section 12: Single-Family Age Restricted Use only, all occupants (18 years of age and above) of the home are required to establish the census of the restrictions. Documentation acceptable to the Association (drivers license, signed affidavit, birth certificate, etc.) is required to be maintained in the property files located at the administration office. Failure to provide documents requested can result in fines and/or suspension of privileges until compliance is met, not to exceed \$1,000 in the aggregate (in accordance with Rules & Regulations, Article XII, Section 6: Penalties, Item E.7).

Upon approval, owner shall provide BCPO with a copy of the executed lease and the following document: **A.** Signed letter from all perspective residents including new owners, renters and live-ins, stating they have received a copy of the Deed Restrictions and the Rules and Regulations and they understand and agree to abide by them. **B.** Member's Leasing Responsibilities: Owner's with renters continually violating the BCPO Governing Documents (three or more violations in a 12 month period) and owner's failure to take responsibility may be subject to fines and/or suspension of privileges (See Article XII: Enforcement of Regulations).

**Section 16. Pets.** All pets must be physically leashed when outside of the home or fence or enclosure and shall not be permitted to run loose. No pet shall be permitted to remain if it disturbs the tranquility of Brookridge or the owners, occupants or tenants thereof, or is dangerous, annoying, a nuisance or destructive of wildlife. Further, no more than two pets, not including any pets which live and are maintained within an enclosed cage, are permitted on any lot. Pet owners are responsible to keep their lots clear of solid waste in a timely manner. Due to insurance requirements, pets are not allowed at the pool or in any BCPO building or facility.

**Section 17. Ingress and Egress of Recreational Vehicles, Boats, etc.** All motor homes, travel trailers, boats, recreational vehicles and non-commercial utility trailers must stop at the guardhouse when entering or leaving the community and show an owner identification card. This rule applies to all vehicles mentioned above, including those not parked in the RV Compound.

**Section 18. Late Arrival Identification.**

A. Guests Arriving After 10:00 p.m.: Owners/residents expecting guests to arrive after 10:00 p.m. are required to notify Security prior to arrival and provide name of visitor and name and address of host. If visitor arrives and above notification is not available with the Security Guard, the owner/host will be called by Security and requested to come to the guardhouse for personal identification. Under extenuating circumstances when coming to the guardhouse would cause an undue hardship on the owner/host, Security may escort the visitor to the residence for identification and entrance. When a resident under the age of 18 seeks entry after 10:00 p.m. in a non-decaled vehicle accompanied by non-resident individuals under the age of 18, the parent of the resident under the age of 18 shall be called for authorization to allow entry of the non-decaled vehicle and non-resident individuals. If the parent cannot be reached, only the resident under the age of 18 shall be allowed entry. The non-decaled vehicle and all of the non-resident individuals shall be denied entry.

B. **Commercial Vehicles, Deliveries or Pickups between the hours of 7:00 p.m. and 7:00 a.m.:** Deliveries of emergency or medical equipment such as oxygen or other medical items and taxi cabs, limo services and other individual type transportation services are permitted at any time. Individuals or clubs arranging for tour or charter bus companies to come in before 7:00 a.m. or after 7:00 p.m. must advise Security of the company's name and scheduled arrival time. Deliveries of food such as pizza from restaurants or other qualified food sources, will be permitted after 7:00 p.m. only if Security is notified of the food source, the expected time of delivery and the name, address and phone number of the person calling. Security will admit the delivery vehicle and advise the roving patrol of the vehicle's presence and destination. **Failure to advise Security of impending delivery will result in refusal to allow vendor to enter.**

**Section 19. Signs.** In addition to the limitations set forth in Article III, Section 11 of the Deed Restrictions governing the size, location, number and types of signs allowed, if Board approval is given to display a sign on the outside of a home because the sign is not visible from the street due to either tinting or type of window, the sign may be placed on the house to provide said visibility.

**Section 20. Moving Vans.** Moving vans with household goods for new arrivals are permitted seven days a week provided the delivery can be completed between the hours of 8:00 a.m. and 6:00 p.m. The owner must be present and the required background screening must have been completed and approved.

**Section 21. School Gate.** Gate located between 9587 and 9569 Scepter. The evacuation gate is half-opened during the morning and afternoon to allow students to go to and return from school. Pedestrian traffic only. The hours of operation are posted and determined by the Hernando County School Board. In order for school children to gain access to the school gate, a yearly registration with the BCPO is required and a key card will be assigned by the Hernando County School District.

**Section 22. Habitual Offenders.** Any third Notice of Violation, except speeding violations, against any person or property within a 12-month period will be classified as excessive and shall be presented to the Appeals/Violation Review Committee for review and possible action. Fines and penalties in addition to those applicable to the aforementioned violations may be imposed.

**Section 23. Pools.** Any pools less than 150 gallons maximum capacity must be emptied and stored away daily.

**Section 24. Remote Operated Vehicles.** Any remote operated vehicle (car, drone, boat, etc..) shall not be operated on BCPO property or BCPO Airspace. ROV operation shall be permitted on operator's own private property/airspace only.

## **ARTICLE II- RV COMPOUND**

**Section 1. Use and Storage Within RV Compound.** A member or renter may store permitted items within the RV Compound provided they comply with the conditions and restrictions as set forth in this Article. Brookridge is not responsible for any theft or vandalism that may occur to any unit in the RV Compound. All such incidents must be reported to the Hernando County Sheriff's Department by the unit's owner. Parking in the RV Compound is at the unit owner's risk.

A. Only motor homes, travel trailers, boats on trailers, recreational vehicles, non-commercial utility trailers and car dollies will be assigned parking spaces in the RV Compound. No storage of salvage goods, steel, building materials, appliances etc. will be permitted.

B. As used herein, the term "unit" shall refer to the permitted items above. "Member" shall mean the owner of record, whether one or more persons or entities, of title to any address in Brookridge. "Renter" shall mean and refer to person(s) leasing or renting a home in compliance with the rental restrictions set forth herein and under a valid and binding rental agreement and assignment of use as such document is established by BCPO from time to time.

C. Any member desiring to park a unit in the RV Compound must complete and sign BCPO RV Compound Registration Form. The party requesting the parking space must acknowledge that they have received and will abide by BCPO Rules and Regulations regarding the RV Compound and must also sign the Waiver Agreement provided by BCPO.

D. In addition to the requirements imposed on a member, any renter within Brookridge desiring to park a Unit in the RV Compound must submit documentation signed by his or her Lessor (*i.e.*, Landlord) which revokes the Lessor's privilege to use the RV Compound. Additionally, both the renter and the Lessor must sign the Waiver Agreement. Any member who revokes his or her privilege to use the RV Compound shall not be assigned a parking space in the RV Compound.

E. Parking space in the RV Compound shall only be assigned to a unit owned by members or live-ins in good standing or properly registered renters. No member can rent or assign their parking space to another.

F. Property Owners may only be assigned a maximum of one parking space in the RV Compound, regardless of the amount of lots owned.

G. Once a parking space is assigned; BCPO will provide each unit owner with a decal indicating the assigned parking space number for the unit. While the unit is parked in the RV Compound, this decal must be placed on the driver's side of unit in a manner which is clearly visible from the compound road and when leaving the community.

H. Parking space is assigned for one year periods and must be renewed annually. Renewal shall be deemed complete when a current and/or renewed copy of the unit's registration is presented

to the office. If a unit owner fails to renew his or her unit in the time allowed by BCPO the unit owner will be required to remove the unit from the RV Compound. If the unit owner fails to remove the unit in the time allowed by BCPO, the BCPO shall have the unit towed at the unit owner's expense.

I. If a member or renter replaces the unit listed on the registration form, the member or renter will be required to complete a new registration form and submit all additional required documentation to the office. The registration of the new unit may result in being assigned a new space because of its size.

J. Parking space in the RV Compound is issued on a first-come, first-served basis. A waiting list will be maintained if and when the need for same arises.

K. BCPO has the authority to require a unit owner to move/relocate their unit to another site to facilitate better use of the RV Compound space.

## **Section 2. RV Compound Rules**

A. All units must have and maintain a current license and registration in the member's or renter's name. Registration renewal must be submitted to BCPO office within 60 days from date of renewal.

B. All units must be operable. The unit must be road worthy and can demonstrate it can move under its own power, or be towed, if it is a trailer. BCPO may require a unit owner to demonstrate that the unit is operable on a bi-annual basis.

C. Units shall only be parked in their assigned parking space and at least 18" off the fence line.

D. If a unit is covered, the cover must be securely fastened, maintained in good condition and shall not hold water.

E. No unit shall be used for the storage of items not normally and typically stored within same. For example, items associated with water sports, such as life vests, may be stored in a boat, but lawn equipment shall not be stored in a boat.

F. All debris, work materials, skids, wood, household items, and tires (other than those properly affixed to a unit) shall be removed from the RV Compound. This includes, but shall not be limited to, items on the ground or in a utility trailer. No storage of salvage goods, steel, building materials, appliances, etc. will be permitted.

G. "For Sale" signs are prohibited on any unit or elsewhere within the RV Compound.

H. Unit owner shall keep their assigned parking space clean and free of garbage or debris, including when the unit is removed from the parking space. Properly stored parking blocks are permissible. All units must have fully retracted steps, awnings, and slide outs.

I. Unit owners shall be responsible for any damage to BCPO property, including but not limited to the RV Compound fence, caused by the unit owner, his or her unit or other permitted vehicle.

J. A unit owner may park a personal vehicle in his or her unit's assigned parking space in the RV Compound while the unit is in use. For example, a member may park his car in his assigned parking space in the RV Compound while he is traveling in his RV. However, the unit owner shall submit to BCPO a copy of the registration of the vehicle left in the assigned parking space.

K. Unit owners shall provide their own liability, damage and theft insurance. BCPO is not liable for any loss or damage to units stored in the RV Compound.

L. Site markers are not to be moved without approval by the RV Compound Committee.

**Section 3. Violations of RV Compound Rules and Regulations.** Any violations of RV Compound Rules and Regulations will be handled in consonant with Article VI, Section 7 and Article XII (Enforcement of Regulations) of these Rules and Regulations.

### **ARTICLE III- BCPO SWIMMING POOL**

#### **Section 1. BCPO Swimming Pool Rules:**

A. There is no life guard on duty. Swim at your own risk.

B. Monitors are responsible for enforcing rules. For the enjoyment of all members, the rules must be followed by all.

C. Anyone using the pool must shower before entering pool. There is an outside shower and showers in the Ladies' and Men's room.

D. Pool hours:

**Opens: Monday – Saturday:**

8:00 a.m. during Daylight Savings Time (Summer & Fall)

9:00 a.m. during Standard Time (Winter & Spring)

8:15 a.m. Tuesdays & Wednesdays for Pool Aerobics

**Sundays:** 9 a.m. (When pool maintenance is finished)

**Closes:** 9:00 p.m. during Daylight Savings Time (Summer & Fall)

8:00 p.m. during Standard Time (Winter & Spring)

*The entire pool area will also be closed during general maintenance and repairs.*

E. Anyone using the pool must enter by the east gate only. Do not use the clubhouse entrance.

F. All members and guests **must have a valid pool card** and sign the register.

1. Member's name will be checked against a current member registry.



2. Guests: The member/resident must purchase a \$5 guest pool use card from the monitor for their house guests (see “Issuance of Pool Cards”, Section 4 below). The card is good for five visits and has no expiration date. Guest cards are only for overnight/houseguests and not for repetitive use by friends or relatives living locally.

G. Only acceptable swimwear is allowed in the pool. No street clothes of any type are permitted in the pool. White T-shirts to prevent sunburn and special UV sun protective clothing are allowed. No wet bathing suits or wet t-shirts are allowed in the clubhouse.

H. No diving, roughhousing, jumping, cannon balls, can openers, back flips, etc. are allowed.

I. Safety equipment is for emergency use only. Sitting on, hanging on, or playing with safety ropes is prohibited.

J. For safety reasons, children less than 12 years of age must be accompanied by an adult at all times in the pool area and while using the sauna.

K. For safety reasons, no rafts, inner tubes, floating chairs, toys, coins, snorkeling equipment, flippers, etc. are allowed in the pool. Floating type noodles are allowed. All children unable to swim must **wear floatation equipment** and be accompanied by an adult 18 years or older while in the pool. All floatation equipment must be U.S. Coast Guard approved.

a. Children wearing life vests or floatation devices cannot go beyond the safety rope (deep end).

L. No alcohol, smoking, gum chewing, glass, loud radios, bikes, skateboards or pets are allowed in the gated pool area. No food or drinks are allowed within 4’ of the pool.

M. Individuals with or needing diapers, including incontinent adults or young children, are not permitted in the pool without protective waterproof coverings which insure sanitary controls and conditions. Anyone with open sores or wounds is prohibited from using the pool. Any contamination of the pool may require the immediate closure of the pool.

N. Do not misuse or drag the pool furniture. Pool furniture should be kept neat and clean. All trash should be put in receptacles.

O. No misconduct such as running, bad manners, swearing, fighting, roughhousing, etc. in the pool area or clubhouse is permitted. Abuse to pool monitors could result in immediate removal and loss of pool privileges.

P. There will be no public display of affection inside the gated pool area.

Q. If an individual is found to be in violation of these rules, they or their parents/guardians in the case of a minor, will be sent correspondence asking such individual (or the parent or guardian of such minor) to attend a meeting of the Board to discuss the situation.

R. Anyone using the pool or pool area must bring a towel large enough to cover the seating area of the chair or chaise lounge.

**Section 2. BCPO Swimming Pool Closing.** For the safety and well being of residents, the swimming pool may be closed during repairs, contamination of the water, stormy weather, etc.

A. The clubhouse supervisor or his assignee has the authority to close the pool area for repairs or during periods of water contamination and will determine when the pool will reopen.

B. During periods of thunder, lightning, or other threatening weather conditions, the pool monitor has the right to instruct and compel all swimmers to leave the water for their personal safety.

C. At the discretion of the pool monitor, the lounge area under the canopy will be available for members/guests during light rain. If the pool monitor determines that the weather has become dangerous, the entire gated pool area may be closed.

D. Whenever the pool is closed, both the men's and women's sauna may be accessed from within the clubhouse.

**Section 3. Issuance of Pool Use Cards.** Pool use cards have been implemented to prevent the misuse of swimming pool privileges.

A. Member Card. A member card is free and given to the member and all registered family members occupying the member's home at the time of the new member orientation or upon request. If a replacement card is needed, there will be a \$5.00 fee, unless the card is worn out, then the replacement card is free. The member card is a laminated card that is renewed by placing a current year sticker on the back of the card each year. Each registered family member living with the owner, including children 12 years of age or older, will receive a member card. The owner must use the card(s) exclusively and not loan them out. At the beginning of each year, the member is required to bring all pool use cards to the office for a current year sticker.

B. Renter and Renter Live-In Card. The fee for a renter or renter live-in card is \$10. There is a \$5 fee for a replacement card. The renter card is a laminated card that shows the length of the rental period. The Renter live-in card is a laminated card valid for one year. This card must be renewed at the beginning of each year by the member after the renter or renter live-in is re-verified by the member. A current sticker will be added to the back of the card. If the renter and/or renter live-in provide a signed "Renter/Renter Live-in Registration Information" sheet with the appropriate information filled in and signed by the member, they will be given a pool use card for that year only. If the renter and/or renter live-in no longer occupy the member's home, the member is required to contact the office and return the cards. Children 12 years of age or older may purchase a card for themselves at an additional \$10 fee.

C. Guest Card. A guest card costs \$5, is good for five visits, and has no expiration date. This card is to be purchased by the member, renter or live-in for any houseguest. Each time the houseguest uses the pool, a number will be punched out for each guest per day. One punch on the card is good for the entire day. Children under 12 years old, accompanied by an adult are not charged for guest cards. There will be no refunds on any unused portion of a guest card. A houseguest is defined as someone staying overnight at a member/renter's home. The guest card is not authorized for repetitive use by friends and/or relatives living locally.

## **ARTICLE IV - BCPO EQUIPMENT**

### **Section 1. Bulletin Boards within the Community.**

A. The bulletin boards located in the Clubhouse shall be used by BCPO, members and residents only, and only for the following purposes:

1. Boards A & B – Board of Director use only
2. Board 1-A – Real Estate Sales and Rentals. This bulletin board is for use by Brookridge residents only to advise the availability of property in the community for sale or rent. Residents who are also licensed real estate brokers may advertise their personal property, but not property listed for commercial sales through a realty company. Cards to be posted will be 3” x 5” only. No other size is acceptable.
3. Board 1-B – Home Articles. This bulletin board is for use by Brookridge residents only who wish to advise the availability of articles being offered for sale to others in the community. Cards to be posted will be 3” x 5” only. No other size is acceptable.  
***ALL ITEMS SUBJECT TO APPROVAL NO FOOD, DRUGS OR ALCOHOL PERMITTED***
4. Board 1-C – Miscellaneous Items
5. Board 2 – Club News
6. Board 3 – General Information
7. Boards 4 & 5 – Brookridge events
8. Board 6 – Event overflow

B. The bulletin boards located in the Administration Office shall be used by BCPO members and residents only, and only for the following purposes:

1. Board 7 – Clubs/Groups – Special Events
2. Board 8 – Real Estate Sales and Rentals

**Section 2. Use of BCPO Computer Equipment.** With the exception of the computer located in the clubhouse library, BCPO computer equipment or time on the equipment may not be rented, leased or otherwise made available to special projects, non-profit groups, organizations or individuals. Such equipment is for exclusive use for BCPO business. The computer located in the library is for residents of Brookridge.

**Section 3. Lending of BCPO Equipment.** The intent of this rule is to limit the lending of BCPO equipment to individual members for their own personal use and is **not** intended to limit equipment use by clubs for events in Brookridge. Only BCPO members are allowed to borrow equipment and/or items. All loaned equipment and items must **not** be taken outside of the Brookridge Community (excluding handicap equipment).

A. Clubhouse. The following items may be loaned out: coffee pots, six metal folding chairs, card tables, 30” x 8’ older wooden tables, 6’ x 8’ white fiberglass tables and only as long as it does not interfere with the day-to-day operation of the clubhouse. Generally, the items loaned out are from rooms A, B, C and D. Handicap equipment such as wheelchairs, crutches, walkers, etc. are available to loan out.

1. All loaned equipment and/or miscellaneous items must be identified with a permanent BCPO form of identification.

2. Members borrowing equipment and/or items must register with the clubhouse supervisor who will maintain records on all equipment and/or items loaned.

3. No other BCPO equipment and/or items shall be loaned out without prior Board approval.

4. The following items will **not** be loaned out from the clubhouse: 36” x 8’ tables used in the main hall, round tables, vinyl cushion chairs, tools or maintenance equipment.

**Section 4. Entrance Signs.** If space is available and after approval by the Board or General Manager, Brookridge clubs/groups can place a sign or announcement regarding an upcoming event for that club or group in one of the sign holders in the median on Brookridge Central Boulevard. Permanent or weekly signs are not allowed except during the months of May through September.

## **ARTICLE V -BCPO FACILITIES**

**Section 1. Smoke Free Rule.** Pursuant to the Florida Clean Indoor Air Act, there shall be no smoking in any BCPO community building, including the clubhouse. There shall be no smoking under the canopy adjacent to the clubhouse pool. There shall be no smoking in any BCPO owned vehicle.

**Section 2. Brookridge Clubhouse.** Normal clubhouse hours are 8:00 a.m. to 10:00 p.m. The clubhouse will be closed at 12:00 p.m. on Christmas Eve, and will be closed all day Thanksgiving Day and Christmas Day. Clubhouse closing hours may be adjusted due to inactivity as approved by General Manager or Board of Directors.

**Section 3. Booking of Private Parties/Events in the Clubhouse/Pavilion.**

**Clubhouse:** Clubhouse facilities are available on a space available basis to any member for their personal functions (i.e., weddings, anniversary parties, receptions, birthday parties, etc). Space is not available through a member for outside group parties or non-resident friend events. It is also

not available to outside groups for seminars, forums, sales meetings, etc. unless sponsored by the Board.

A. Members wishing to hold a private party for an immediate family member may do so, but the appropriate fee(s) will apply as listed in Article VII Fee Schedule.

B. Request for space for members for personal functions can be made in writing to the Community Activities Coordinator. Upon confirmation of the reservation, a hold harmless form will be completed and a refundable deposit will be collected (Deposit is currently \$150). Deposit checks will be made payable to BCPO and given to the Community Activities Coordinator who will submit the check and appropriate paperwork to the office. After the event, office personnel will refund the deposit provided all facilities are left in order and no extra charges are incurred. If damages or extra charges are incurred, the Facilities Supervisor or his designee will notify the office and the deposit will be forfeited.

C. Reservations of rooms normally will not be made prior to or after normal hours of operation of the clubhouse (8:00 a.m. to 10:00 p.m.). Any club, organization, group or property owner requesting or using space before or after these hours will be advised of the extra charge incurred at the rate of \$20 per hour per monitor. This charge is not applicable to BCPO sponsored functions.

Pavilion: Pavilion rental is available on a space available basis to any member for personal functions. Request for pavilion rental can be made in writing to the Community Activities Coordinator. A \$50 private party rental fee is due (non-refundable) upon booking. Space is not available through a member for outside group parties or non-residents/friend events. It is also not available to outside groups unless sponsored by the BCPO.

**Section 4. Brookridge Clubs – Requirements for Officers.** Each Brookridge club or organization anticipating utilizing Brookridge facilities will have a slate of officers on file with the Board (through the office). All officers must be Brookridge members/residents. If a club wants an exemption to this, they may ask the Board and provide an explanation of why they are asking for such exemption.

**Section 5. Plaque and Award Mounting on Clubhouse Walls.** To accommodate the needs of all clubs or groups in acknowledging their members and to assist in keeping the clubhouse wall from becoming overcrowded, all clubs/groups are allowed to display a maximum of three plaques/awards on the clubhouse walls. Placement and mounting of these items are to be coordinated through the clubhouse supervisor. This does not apply to art work which is hung throughout the clubhouse.

**Section 6. Sales of Tickets/Merchandise in Clubhouse.** Tickets and/or merchandise shall not be sold in any clubhouse hallway. Authorized individuals from Brookridge clubs and organizations are required to contact the Community Activities Director to reserve space for these activities and to establish a specific time and date.

**Section 7. Telephone Usage in Clubhouse.** Telephones, located in the east-west hallway of the clubhouse near the monitor's room and at the pool, are provided for member and resident use. Telephone calls shall be limited to two minutes. Long distance calls are prohibited.

**Section 8. Fences:** Climbing fences within the community of Brookridge is prohibited. Crawling underneath fences also is not allowed.

**ARTICLE VI**  
**ADMINISTRATIVE RULES AND REGULATIONS**

**Section 1. Sealed Bidding for Lots, Property and/or Miscellaneous Items.** On occasion, BCPO Board will decide to sell a BCPO owned lot, property or other items. If the sale is performed by sealed bids then the bids will remain unopened until the Board opens them at a designated Board meeting.

A. All sealed bids must be submitted to BCPO office in a sealed envelope. The words “Closed Bid” is to be written on the front of the envelope. If the bid is on a lot or property, the unit, block and lot number (UBL) must appear on the front of the envelope. If the bid is on an item, the item description must be written on the front of the envelope.

B. A deposit equal to 10% of the bid is required in the form of a check made payable to BCPO and must accompany the bid.

C. The Board will accept any and all sealed bids up until the time the Board begins opening the sealed bids at its meeting. Unsuccessful bidders will be refunded their bid deposits.

D. The successful bidder will forfeit the deposit if he/she elects not to go forward with the sale.

E. The Board, at its discretion, may accept or reject any and all bids received if it determines that the bid amount is not in the best interest of BCPO.

**Section 2. Collection of Delinquent Annual Assessments.** This rule sets forth the guidelines for the proper and uniform collection of all delinquent annual assessments. This rule is to inform all owners/members of BCPO’s delinquent assessment collection policy.

A. All assessments are due on the first of each month and become delinquent after the last day of the month.

B. A reminder notice is mailed on the 15<sup>th</sup> noting that after the last day of the month a \$5.00 late fee will be applied to your account.

C. The second BCPO notice is mailed by registered or certified mail, return receipt requested, and by first-class United States mail to the parcel owner at his or her last address as reflected in the records of the association when payment is past due 45 days, that is the 15<sup>th</sup> day of the second month. This certified mail notice gives them 45 days to become current or the account is sent to the attorney for the lien process.

D. After the 45 days have passed, the delinquent assessment file will be forwarded to the Association’s attorney instructing him to lien the property. The attorney will then notify the owner by certified (return receipt requested) and regular mail that a lien is being filed against the property.

E. If the lien is not fully collected within three months of the date of recording or the undeveloped lot not transferred to BCPO (see Section 3 below), the Association’s attorney, with

approval of the Board, will proceed with foreclosure without further notice to the owner, other than the communications sent from legal counsel for the Association. The only exceptions are:

1. If the owner is on a pre-approved rapid payment schedule and does not miss a payment.

2. If the owner has paid the delinquent assessments but chose not to pay the legal fee contained within the lien. Under these circumstances, the attorney shall send a final notice to the owner stating that the unsatisfied lien will remain active until all attorney costs are paid in full.

F. For undeveloped lots only: Between the filing of the lien and the beginning of the foreclosure action (preferably at three months), the attorney shall send a letter to the owner inquiring if the owner wishes to give the undeveloped lot to BCPO in lieu of delinquent assessment, legal costs and any applicable maintenance charges. If the owner accepts this offer, the attorney will prepare a Quit Claim Deed and forward it to the owner for signing. If the owner does not accept this offer, foreclosure will follow.

**Section 3. Donation of Real Property, Equipment and Miscellaneous Items.** BCPO may accept donation of unencumbered and encumbered real property, personal property, equipment and other miscellaneous items. Donations of real property must be in writing and executed by all record title owners.

**Section 4. Collection of Individual Assessments.** This rule sets forth the guidelines for the proper and uniform collection of all individual assessments.

- A. Individual assessments of \$100 or less are due within 30 days.
- B. Individual assessments over \$100 are due within 30 days unless a payment schedule has been approved by the Board. If a payment is not made according to the approved payment schedule and becomes delinquent, the remaining balance will become due and payable upon demand.
- C. All payments are due and become delinquent after 30 days.
- D. All payments must be in U.S. Funds from U.S. Financial Institutions. Foreign funds will not be accepted for payment of assessments.

**Section 5. BCPO Board Meetings**

**Agenda Items/Topics:** This rule sets forth guidelines for members wishing to place an item/topic on a Board meeting agenda or to ask questions or make comments on any agenda item/topic.

A. If a member wishes to place an item/topic on the agenda, the member must submit a petition with 20% of the total voting interest signatures. The Board shall address the item within 60 days of receipt of the petition. Exceptions are the organizational meeting immediately following the Annual Meeting, any closed board meetings, or any Limited Agenda Board meetings, when additional topics are not permitted.

B. If a member has questions or comments on agenda topics, they will be given an opportunity to ask questions and voice their opinions prior to the Board voting on the topic.

1. Each member must complete a form, provided at the sign-in table and return it to the president or secretary prior to the reading of the minutes.

2. Each member will be given up to three minutes for this discussion.
3. If a member uses up their allotted time and other members are waiting to speak, the member must wait until all other members have had an opportunity to address the agenda items. When all others are finished, the member may have an additional three minutes to speak.
4. After a member has used up two 3-minute speaking time allotments, it will be at the chair's discretion whether to allow additional time to the member.

Video Taping Meetings: According to Fl. Administration Code 61B-23.002, any unit owner may tape record or video tape Board meetings subject to the following restrictions:

- (a) Equipment does not produce distracting sound or light emissions
- (b) Equipment shall be assembled and placed in position in advance of the commencement of the meeting
- (c) Unit owner while recording may not move about the meeting room in order to facilitate the recording
- (d) Unit owner must announce PRIOR to the start of the meeting their intent to record and/or tape the meeting giving members the opportunity to not speak during the meeting or state their objection to the video recording and request they not be videotaped.

**Section 6. Standard Operating Procedures.** The Board shall be responsible for preparing Standard Operating Procedures to identify the methodology to insure the Governing Documents are properly implemented.

**Section 7. Violations of and Enforcement of Governing Documents.** - See Article XII, Enforcement of Regulations.

**ARTICLE VII - Fee Schedule**

**A/VRC Administration Fee**

May be imposed via A/VRC recommendation and Board approval \$25

**Barcodes**

Barcodes in excess of two barcodes per address \$10 each  
 Barcode decals issued to other members, relatives or guests living in the members home for a minimum of three months when requested by the member \$20 per vehicle fee due at application  
 Renter barcodes \$20 per vehicle due at application

Using the member gate while on suspension will result in an additional fine. \$25 per occurrence & 14 day suspension after the first suspension is met.

**Clubhouse – Rental/Use**

Charge to repair or replace damaged or lost kitchen equipment or appliances Full cost of repair or replacement  
 Use of rooms before or after regularly scheduled clubhouse hours of 8 AM to 10 PM; or if it is necessary for a monitor to stay beyond these times to put the rooms back in acceptable condition \$20 /per hour per monitor

Refundable deposit for private parties in clubhouse (refundable only if hall and kitchen are left clean) \$150 Due upon confirmation of reservation and completion of Hold



Harmless form.

*Rental charge for north or south hall	\$50 /hour
*Rental charge for north <b>and</b> middle halls	\$75 /hour
*Rental charge for south <b>and</b> middle halls	\$75 /hour
*Rental charge for all of north, middle and south halls	\$100 /hour
*Rental charge for A/B room or D room	\$25 /hour
*Rental charge for E or C rooms	\$15 /hour
*Rental charge for kitchen for private parties	\$50 flat rate
*Rental charge for kitchen for catered parties	\$25 flat rate

### **Copier Fees**

Use of resident copier in Administration Office 10¢ per page

### **Estoppel Fee – 10 Business days**

\$25 Per estoppel request

### **Expedited Estoppel Fee – 3 Business days**

\$100 Per expedited estoppel request

### **Faxing Fees**

Fax Fees (incoming and outgoing) \$1.00 each page (up to a maximum charge of \$10.00)

### **Governing Documents**

Copies of governing documents to members Free of charge

Copies of governing documents to Leasing Agents 10¢ per page

### **Inspection of Records**

Inspection of Records – copies made by employees 25¢ per page

Inspection of Records – copies made by member 10¢ per page

Labor charge over ½ hour for retrieval & copying \$20 per hour

### **Lot Assessment**

Set by Approved Budget Per budget

Assessment Late Fee \$5 Per month

### **Lot Mowing and Property Maintenance Charges**

Lot mowing charge – annual (vacant lots only) \$150

Charge if BCPO has to cut vacant lot \$150 (BCPO then takes over cutting the vacant lot for rest of season)

#### Property Maintenance Charges

- Minimum Charge \$100
- Tractor, 1145 mower and gator \$50 /hour
- Street sweeper \$50 /hour
- Truck \$45 /hour
- Mower and trimming \$35 /hour
- Tree Trimming (\$50 minimum) \$35 /hour

### **Mediation Fee**

If a violation goes to mediation, the parties shall share the cost of mediation equally, including the fee charged by the mediator.

### **Parking Fines**

Unapproved Parking \$25 /occurrence

**Pets**

Failure to remove nuisance pet	\$25 /day
Unleashed pets	\$10 /occurrence
Failure to pick up after pet	\$10 /occurrence

**Pavilion**

Private party rental charge	\$50
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**Payments**

Any payment returned to BCPO for non-sufficient funds (NSF)	\$25
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**Pool**

Pool Card - owner and all family members living with the owner, including children 12 years of age or older	Free
Pool Card – replacement for lost or stolen member card	\$5
Pool Card – renter or renter live-in	\$10
Pool Card – replacement for lost or stolen renter/live-in card	\$5
Pool Passes for guests	\$5 (good for 5 visits)

**Screening of Renters and Buyers**

Screening fee for all new residents (non-refundable)	\$50 Per person over 18 years of age
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**Sealed Bids**

Bid Deposit	10% of the amount bid
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**Signs**

Unapproved signs	\$25 /day
Improper placement of signs	\$10 /day

**Storage**

Unapproved storage of RVs, boats, trailers	\$25 /day
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**Vendor Plates**

Vendor Plate Fee (refunded if plate is returned in good condition)	\$20 each
Replacement Vendor Plates for lost or stolen plates	\$20 each

**VRC/Board Imposed Fines**

The VRC may recommend and the Board may impose a reasonable fine not to exceed \$100 per violation; in the case of a continuing violation, a reasonable fine on the basis of each day of said continuing violation not to exceed \$1,000.

**ARTICLE VIII**  
**COMMERCIAL VEHICLE/VENDOR RULES AND REGULATIONS**

1. The Speed Limit is **STRICTLY** enforced by Radar.
2. Vendors must produce proof of employment, photo ID or other ID upon request.
3. No solicitation is permitted anywhere within the BCPO Community.
4. No business signs (except real estate “For Sale” and “For Rent” signs – see Deed Restrictions Article III, Section 11) may be displayed anywhere within Brookridge Community or any property, unless Vendor is present.
5. The following is a list of Vendor responsibilities that all Vendors should adhere to at all times while in Brookridge. The list below shall be given to all Vendors upon entry.

**VENDOR RULES AND RESPONSIBILITIES**

1. **\*\*\*Vehicle operators and accompanying workers are responsible for reading and familiarizing themselves with the following responsibilities. Failure to adhere to these responsibilities may result in fines and/or removal from BCPO property. Vendors may face suspension of access to Brookridge for up to 14 days. Vendors will be responsible for notifying residents of their suspension.**
2. Vendors must produce proof of employment, photo ID or other ID upon request.
3. Vendors must prominently display company name on both sides of the vehicle with an 8”x11” magnetic sign or painted signage.
4. Vendors will be issued a green Access Vendor Pass which **MUST** be displayed on the rear view mirror if there is no signage.
5. Work may begin after 7:00 a.m., with the exception of 8:00 a.m. on Sundays and holidays.
6. Vendors must exit the property no later than 7:00 p.m., except in an emergency.
7. Vendors will be liable and responsible, along with their employees, for any damage caused to Brookridge common property or residential property.
8. Drivers must obey posted speed limits, all state and county traffic laws and BCPO traffic and parking signage.
9. Vehicles may not be parked in an unsafe manner and/or create a safety or traffic hazard.
10. Vehicles must park on the right hand side of the road, heading in the same direction as the flow of traffic.
11. Vehicles may not block intersections, driveways, mailboxes, or fire hydrants.
12. Vendors are not allowed access to the Community Clubhouse. Restroom facilities may be used at the Administration office.
13. No solicitation is permitted anywhere within the BCPO Community.
14. No business signs, except real estate “For Sale” and “For Rent” signs, may be displayed anywhere within the BCPO Community, or any property, unless vendor is present.
15. Littering is prohibited.

**ARTICLE IX**  
**Residential**  
**PARKING AND VEHICLE CONTROL**

All vehicles operated within Brookridge Community shall be driven as if Chapter 316, Florida Statutes fully apply to the roads within Brookridge. The Board of Directors may establish additional rules and regulations governing the operation of vehicles in Brookridge.

1. Any person operating a vehicle (motorized) on community property must drive the vehicle in a careful and prudent manner, so as not to endanger the life, limb or property of any person.
2. Vehicles (motorized) on community property shall be parked in designated parking areas. Illegally parked vehicles may be issued a Violation Notice or towed at the Vehicle Owner's expense.
3. All persons operating a golf cart or motorized vehicle with motors smaller than 49 cc on community property must be at least sixteen (16) years of age.
4. No occupants of a golf cart shall stand at any time while the golf cart is in motion. No occupants shall ride in the golf bag storage area. The maximum occupant capacity must not be exceeded.
5. Vehicles shall not obstruct sidewalks, driveways, dumpsters, fire hydrants or other community property.
6. All vehicles must obey with all posted speed limits, state and county traffic laws and Brookridge Community Property Owners traffic and parking regulations.
7. Any golf carts operated on community property must display a current BCPO permit.
8. No vehicle shall be parked on the street between the hours of 1:00 a.m. & 6:00 a.m.
9. Vehicles are required to display appropriate State-issued handicap designations in order to park in handicapped parking areas.
10. The maximum speed limit for all vehicles within Brookridge is thirty (30) miles per hour unless otherwise posted. Violations of excessive speed shall be determined by the enforcement officer's use of calibrated radar.
11. Parking at residences shall be on approved parking surfaces only (i.e., driveways or concrete pavers or parking pads approved by the ACC).

*In addition to the above, Article V in the Deed Restrictions more fully addresses Parking and Article VI, Section 3, of the Deed Restrictions addresses Permitted Vehicles.*

## ARTICLE X

### PERSONAL CONDUCT AND PET CONTROL

1. Abusive, offensive or threatening language or actions are prohibited on Community property.
2. Instructions of an Enforcement Officer must be followed. As per Article XII Section 1, of the BCPO Deed Restrictions.
3. Proper identification must be provided when requested by an Enforcement Officer.
4. A resident shall not use another resident's UBL account number.
5. No firearms, air guns, bows and arrows, slingshots, or any other projectile-firing device may be discharged in or on BCPO Community property. None of the above will be permitted in BCPO buildings.
6. Smoking is prohibited in any community building in accordance with the Florida Clean Air Act. Smoking is only allowed in designated areas.
7. There shall be no solicitation by any person or organization anywhere on community property unless specifically authorized by the Board of Directors.
8. There shall be no garage or yard sales on private property. Estate sales are permitted in accordance with Article I, Section 10 of the BCPO Rules and Regulations.
9. All pets must be physically leashed and under control when outside the home, or fence (to include radio controlled) or enclosure. Pets may not be tethered outside alone, unless the owners are directly monitoring their pets. No pets shall be permitted to create a nuisance, nor to threaten, harass or annoy other residents (even when pet is on pet owner's property).
10. Any feces deposited by a pet on any property within Brookridge must be removed by the individual in attendance.

*In addition to the above, Article III, Section 20 in the Deed Restrictions more fully addresses Pets.*

## ARTICLE XI

### PROTECTION OF COMMUNITY PROPERTY

1. Vehicles, boats, trailers, RVs, etc. shall not be stored or left on community property (other than the RV Compound) except as specifically authorized by management.
2. Community property shall not be obstructed, littered, defaced, or misused in any manner.
3. Community property must not be removed from any community facility without the written consent of the Board of Directors or in accordance with Article IV, Section 3 of the BCPO Rules and Regulations.

4. No accumulation of rubbish, debris or unsightly materials by residents shall be permitted on community property.
5. The BCPO private dumpsters located at the Clubhouse and Public Works shall be used by BCPO staff employees only. Not for resident use.
6. In addition to penalty and fines, any Owner responsible for damaging any community property must reimburse BCPO for all costs associated with the repair or replacement of such property. Owners and renters are responsible for any damages caused by their guests.
7. Records of the Association shall not be marked up, mutilated or otherwise damaged in any way. In addition to penalty and fines, all costs of document repair or replacement shall be invoiced to the owner involved.
8. The list of owners shall not be sold or given to any outside agency, organization or individual.
9. No person shall disturb, hunt, fish or trap any wildlife occupying community property without prior authorization.
10. No person shall feed any wildlife occupying community property.

## **ARTICLE XII**

### **ENFORCEMENT OF REGULATIONS**

#### **Section 1. Enforcement Procedures.**

Enforcement Officers. The following persons are Enforcement Officers:

- General Manager
- Designated BCPO Managers
- Architectural Control Committee Members\*
- Pool Monitors
- Security Officers
- RV Compound Control Committee Members\*

\*Authority of the members of the Architectural Control Committee & RV Compound Control Committee is limited to those items that are the responsibility of the Architectural Control Committee & RV Compound Control Committee.

An Enforcement Officer can order individuals from Community Facilities for just cause.

Door Hanger. Door hangers will be issued when applicable to allow residents time to come into compliance for violations. A Warning Letter will be issued.

### Incident Report.

- a. Any Enforcement Officer or resident who witnesses a violation of a regulation by any resident or renter may complete an Incident Report.
- b. The Incident Report is turned into Administration where the complaint is documented, including witnesses' statements and other corroborating evidence.
- c. In the situation where one resident files an Incident Report against another resident, there must be a corroborating statement by another witness to the incident.

### Investigations.

- a. Upon receipt of an Incident Report, the General Manager or Authorized designee shall designate a BCPO manager to initiate a thorough investigation of the allegations as described in said Incident Report, within five (5) business days of receipt of the designation from the General Manager or authorized designee.
- b. The investigation conducted by the BCPO manager shall include but not be limited to interviewing and identifying by name, all parties to the alleged incident as well as all witnesses to the alleged incident.
- c. Upon conclusion of the investigation, the BCPO manager shall submit his/her findings, in writing, to the General Manager or Authorized designee, together with a recommendation regarding the disposition of the alleged incident.
- d. The General Manager or Authorized designee will review the recommendation submitted by the BCPO manager and will determine whether to issue a Violation Notice to the alleged violator(s).

### Violation Notices.

- a. Violation Notices issued by the BCPO will specify the regulation violated and shall clearly state the offense.
- b. Recipients of Violation Notices, excluding traffic violations and personal conduct, and expired/missing renter lease or no background screening for tenants, have a reasonable amount of time to correct the violation.
- c. Copies of the Violation Notice and supporting documentation shall be filed in the Administration Office.
- d. Recipients of Violation Notices have the right to file an appeal per Section 2 – Appeal Process.

**Section 2. Appeal Process.**

1. Violators may appeal the Violation Notice within fourteen (14) calendar days from the date of issue. An appeal letter must be completed and delivered to Administration where it shall be forwarded to the Appeal/Violation Review Committee and a hearing date will be scheduled.
2. The Appeal/Violation Review Committee will conduct an appeal hearing at its next meeting.
3. Residents may be represented by legal counsel and should so indicate in the appeal letter.
4. The decision of the Appeal/Violation Review Committee will be by majority vote. The decision of the Committee is subject to review and approval by the Board of Directors. The decision of the Board of Directors is final and is not subject to further appeal other than through civil court.
5. Failure to appear without prior acceptable notification for the appeal hearing at the scheduled time will result in an automatic denial of the appeal.
6. Penalties subject to the appeal process will be held in abeyance until the Appeal/Violation Review Committee has made a ruling and the ruling is approved by the Board of Directors.
7. Any penalty or fine associated with the appealed Violation Notice shall become effective and due immediately upon the Board’s ruling.
8. A/VRC Administrative fee of \$25 may be imposed through the recommendation of the A/VRC. Board approval required before imposing fee.

**Section 3. Explanation of Penalties.**

1. Penalties for violations of Regulations are summarized and listed in Section 6 below. These penalties are arranged in tables by categories as follows:

- A. Architectural Control
- B. Parking and Vehicle Control
- C. Personal Conduct and Pet Control
- D. Protection of Community Property
- E. RV Compound Control
- F. Deed Restrictions
- G. General Rules and Regulations

2. The categories of penalties and associated fines are listed below:

<u>Category</u>	<u>Fine*</u>	<u>Loss of Privileges (including barcode)</u>
1	\$10	1 Week
2	\$25	2 Weeks
3	\$50	1 Month



\* Unless otherwise stated in the BCPO governing documents, a flat fine or fine per day will be recommended to the BCPO Board of Directors by the A/VRC.

Repeat offenses of the same regulation by a resident will result in double the previous fine and loss of privileges described in this sub-section for each repeated violation. A maximum of \$100 per day not to exceed \$1,000.00 fine is established in accordance with Florida Statute F.S.720.305 (2). There is no limit to the length of time a resident may lose privileges and use of facilities.

3. In the example below, **C.1** is the designation that will appear on the Citation. The middle section is the Regulation. The number 2 is the penalty category, which carries a twenty-five dollar (\$25) fine and two (2) weeks loss of privileges.

C.1	Abusive, offensive or threatening language or actions is prohibited on Community Property.	2
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4. Penalties are not negotiable.

#### **Section 4. Late Payment.**

1. Non-payment of fines in arrears for two (2) months or more will result in an additional Citation and loss of privileges issued from the Board of Directors.
2. A fine may be levied on the basis of each day of a continuing violation with a single notice and opportunity for a hearing. No fine shall exceed One Thousand Dollars (\$1,000) in the aggregate.

**Section 5. Damage to Property or Loss of Revenue.** The payment for damage to the property shall be in addition to the penalty. If revenue to BCPO is lost, the penalty shall be in addition to the lost revenue.

#### **Section 6. Penalties.**

##### A. Architectural Control Violations

#	Regulation	Penalty Category
A.1	No exterior modification to a dwelling or improvement upon a lot shall be started until Architectural Control Committee approvals have been obtained.	2
A.2	Deviations from the approved modifications are not permitted.	2
A.3	Any work started or continued after a request is denied shall stop immediately upon notification by the Architectural Control Committee or enforcement officer.	4
A.4	Disapproved work shall be removed within 30 days and the dwelling and/or lot shall be returned to the original condition at the Owner's expense. If not, fines may be imposed @ \$100.00 per day up to \$1000.00 and privileges	4

	suspended until compliance is met and fines are paid.	
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A.5	Approved work must be completed within the timeframe specified in the Architectural Control Guidelines	2
A.6	Other violations of the Architectural Control Committee Guidelines	2

**B. Parking and Vehicle Control Violations**

#	Regulation	Penalty Category
B.1	Any person operating a Vehicle (motorized) on community property shall drive the vehicle in a careful and prudent manner, so as not to endanger the life, limb or property of any person	2
B.2	Vehicles (motorized) on community property shall be parked in designated parking areas. Illegally parked vehicles may be towed at the Owner's expense.	2
B.3	All persons operating a golf cart on community property must be at least sixteen (16) years of age and maximum occupancy must not be exceeded.	2
B.4	No occupants of a golf cart shall stand at any time while the golf cart is in motion. No occupants shall ride in the golf bag storage area.	2
B.5	Vehicles shall not obstruct sidewalks, driveways, dumpsters, fire hydrants, or other community property.	2
B.6	All vehicles shall comply with all posted traffic signage.	2
B.7	Any golf carts operated on community property must display a current permit.	2
B.8	No vehicle shall be parked on the street between the hours of 1:00 a.m. & 6:00 a.m.	2
B.9	Vehicles are required to display appropriate State-issued handicap designations in order to park in handicapped parking areas.	2
B.10	The speed limit for all vehicles within Brookridge is thirty (30) miles per hour unless otherwise posted. Violations of excessive speed shall be determined by the enforcement officer's use of calibrated radar.	3
B.11	Violations in excess of 10 miles per hour above the speed limit	4
B.12	Parking shall be on approved parking surfaces only (concrete or concrete pavers).	2

**C. Personal Conduct and Pet Control Violations**

#	Regulation	Penalty Category
C.1	Abusive, offensive or threatening language or actions are prohibited on community property.	2 – 4 To be Determined by A/VRC
C.2	Instructions of an Enforcement Officer must be followed.	2
C.3	Proper identification must be provided when requested by an Enforcement Officer.	2
C.4	A resident shall not use another resident's account number.	2

C.5	No firearms, air guns, bows and arrows, slingshots, or any other projectile-firing device may be discharged on Community Property. None of the above will be permitted in BCPO Buildings.	4
C.6	Smoking is prohibited in any community building in accordance with the Florida Clean Air Act. Smoking is only allowed in designated areas.	2
C.7	There shall be no solicitation by any person or organization anywhere on community property unless specifically authorized by the Board of Directors.	2
C.8	There shall be no garage or yard sales on private property. Estate sales are permitted in accordance with Article I, Section 10 of the BCPO Rules and Regulations.	2
C.9	All pets must be physically leashed and under control when outside the home, or fence (to include radio controlled) or enclosure. Pets may not be tethered outside alone, unless the owners are directly monitoring their pets. No pets shall be permitted to create a nuisance, nor to threaten, harass or annoy other residents (even when pet is on pet owner's property).	2
C.10	Any feces deposited by a pet on any property within Brookridge must be removed by the individual in attendance.	2

D. Protection of Community Property Violations

#	Regulation	Penalty Category
D.1	Vehicles, boats, trailers, RVs, etc. shall not be stored or left on community property (other than the RV Compound) except as specifically authorized by management.	2
D.2	Community property shall not be obstructed, littered, defaced, or misused in any manner.	2
D.3	Community property must not be removed from any facility without the written consent of the Board of Directors or in accordance with Article IV, Section 3 of the BCPO Rules and Regulations.	2
D.4	No accumulation of rubbish, debris or unsightly materials by residents shall be permitted on community property.	2
D.5	In addition to penalty and fines, any Owner responsible for damaging any community property must reimburse BCPO for all costs associated with the repair or replacement of such property. Owners and renters are responsible for any damages caused by their guests.	2
D.6	Records of the Association shall not be marked up, mutilated, or otherwise damaged in any way. In addition to penalty and fines, all costs of document repair or replacement shall be invoiced to the owner involved.	2
D.7	The list of owners shall not be sold or given to any outside agency, organization or individual.	2
D.8	No person shall disturb, hunt, fish or trap any wildlife occupying community property without prior authorization.	2
D.9	No person shall feed any wildlife occupying community property.	2

E. RV Compound Violations

#	Regulation	Penalty Category
E.1	Must have & maintain a current license & registration.	2
E.2	Registration renewal must be submitted to BCPO within 60 days from date of renewal.	2
E.3	Units shall be parked in their assigned space.	3
E.4	Units must be properly maintained in good working order. Unit's owner must demonstrate unit can be moved.	3
E.5	All Other Violations of the Rules & Regulations for the RV Compound.	2
E.6	Habitual offender (Article I, Section 22 to be determined by A/VRC).	2-3-4

F. Deed Restriction Violations

#	Regulation	Penalty Category
F.1	Use Restrictions (Article III)	2
F.2	Lot and Home Maintenance (Article IV)	2
F.3	Parking (Article V)	2
F.4	Use of Community Entrance, Streets, Roads and Other Common Areas (Article VI)	2
F.5	All Other Violations of Deed Restrictions	2
F.6	1. Deed Restrictions Article III, Section 14: Leasing 2. Rules & Regulations Article I, Section 15: Leasing/ New Owner Fine shall be a \$100 Per day/60 day suspension	4
F.7	Age Certification (Restrictions Art. III- Section 12)	2

G. Other Rule and Regulation Violations

#	Regulation	Penalty Category
G.1	General Rules and Regulations (Article I)	2
G.2	BCPO Swimming Pool (Article III)	2
G.3	BCPO Equipment (Article IV)	2
G.4	BCPO Facilities (Article V)	2
G.5	All Other Violations of the Rules & Regulations	2
G.6	Habitual Offender (Article 1, Section 22)	2 – 4 To be Determined by A/VRC