

BROOK HOLLOW

Brook Hollow is a small, forested community comprised of 28 side-by-side condominiums and four single units. Brookhollow has private roads, four private ponds and a lovely swimming pool.

This unique area is located between Pacific Street and Center Street on the north and south and by 114th Street and Interstate 680 on the west and east.

Brook Hollow is conveniently situated close to shopping centers, theatres, restaurants and only 15 minutes from Downtown Omaha, Old Market and arts and sports venues.

This beautifully wooded residential area is one of Omaha's best-kept secrets and is a most comfortable spot for enjoyable, quiet and safe living.

BROOK HOLLOW CONDOMINIUM PROPERTY REGIME RULES AND REGULATIONS

The Association from time to time establishes rules and regulations regarding the use of the common and non-common elements. When it does, all co-owners (members) and users are bound by them. These rules and regulations do not replace or waive those rights and responsibilities set forth in the Master Deed and By-laws to which each member agreed when they purchased their unit.

The common elements are for the use and enjoyment of all members. The ownership of the common elements is undivided, and no member is allowed to bring any action for the partition or division of the common elements.

The Common Elements Are:

- *Swimming pool.
- *Brookhollow trees (those not planted by the current or any previous member).
- *Ponds.
- *Roads, streetlights, and signs.
- *Pumps.
- *All land and common area irrigation systems within boundaries of Brookhollow.
- *Privacy fences.

Non Common Elements Are:

- *Trees and landscaping planted by members or previous members.
- *Exterior air conditioner units.
- *Mailboxes.
- *Driveways and sidewalks.
- *The complete condominium buildings, including patios and exterior decks.

Whether members have landscaped (flowers, shrubs, trees, bushes) around their home, or acquired landscaping from a previous owner, they are responsible for the maintenance and upkeep. Should these areas deteriorate, the Board will notify the owner by letter and request corrective measures within a designated time period. If the owner does not make the corrections, the Board will take further action.

So that all maintain the standards of Brook Hollow, the following rules are also part of the Master Deed:

1. All members of Brook Hollow, Inc. are to familiarize themselves with the complete Master Deed and By-laws because they set forth the legal procedure for exercising rights and responsibilities.
2. The Association has sole jurisdiction over making alterations, improvement, repair and maintenance of the common elements.
3. Assessments against members for insurance, common element expenses, reserves, or other expenses incurred by the Association must conform to the By-laws.
4. If any member fails to make any payment of assessments when due, the amount, plus interest, shall constitute a lien upon the member's unit.
5. Each unit may be used and occupied by only one family, its servants and guests. The unit may be used as a residence and for no other purpose.
6. No member may rent or lease his or her unit.
7. No practice or use is permitted on the common property or in any unit which is an annoyance to other members or which interferes with their peaceful use and enjoyment of their property.
8. No member is allowed to sell their unit unless they have given to the Association at least five days' written notice prior to closing of the sale². The notice is required to specify the names and current address of such buyers and the terms and price of the sale together with a copy of the proposed sale agreement.
9. Any member placing their property for sale is to advise the Board of Directors so the Association can provide the listing agent the appropriate material.

Trees and Tree Trimming:

1. All trees existing at the time of Brook Hollow's incorporation are to be maintained by the Association.
2. Trees and bushes planted by current or previous members are to be maintained by the current member.
3. No trees or bushes are to be planted without the prior approval of the Board.

4. Maintenance of trees consists of removing dead trees and diseased trees, and trimming trees that could be hazardous.
5. Members may place requests in writing to the Tree Chairperson at any time.
6. The Tree Chairperson, in consultation with the Board, will prioritize requests.
7. Members are to be notified which trees will be serviced.
8. Members may trim Association trees at their own expense only after prior approval from the Tree Chairperson.

Ponds:

1. The Pond Chairperson is accountable for the maintenance of the ponds.
2. Ponds are to be treated by the Association for algae and water infestations.
3. Inlets and outlets are to be cleaned as required by authorization of the Pond Chairperson.
4. Ponds are off limits to swimming, fishing, wading, ice skating and boating.
5. Pumps have been installed to maintain water levels. Their operation is controlled by the Pond Chairperson or his/her designate.

Lawns:

1. The Lawn Chairperson is accountable for obtaining the lawn contract, with the concurrence of the Board.
2. Members are to receive and act upon information provided to assist them in maintaining the common property lawns surrounding their unit.

Landscaping:

1. Landscaping surrounding member's units, (bushes, flowers, shrubs, etc.) is the responsibility of the member and is required to be maintained.

Swimming Pool:

1. The pool is common property and is under the management of the Pool Chairperson. As common property, all residents are jointly liable for any loss or damages.
2. Restrictions are posted at the pool. All residents and guests are required to adhere to them.
3. Brookhollow does not provide a lifeguard. Therefore:
 - a. Guests using the pool area must be accompanied at all times by an adult resident.

- b. The **Douglas County Health Department** prohibits pets in the pool area; this includes the deck and water.
- c. All children of residents who are under 14 years of age must be accompanied by an adult resident over 18 years of age.
- d. Guests staying overnight in Brook Hollow homes will be considered residents.
- e. Pool hours are from 7:00 a.m.-10:00 p.m.
- f. Private pool parties by residents are allowed with permission of the Board. Other residents of Brook Hollow may not be restricted from using the pool. Prior to the party, the host is required to inform all homeowners of the date and time of the party and to sign a release accepting liability for any loss or damage which may occur.
- g. No glass or breakable items are allowed at the pool. State law must be followed for persons of all ages who are drinking beer and liquor at the pool.
- h. Smoking is not allowed inside the pool area.
- i. The last person to leave the pool is required to lock the gate and put the umbrella down.
- j. Users should return chairs and tables to proper places before leaving.
- k. Because there is no janitorial service, respect other members by keeping the pool area neat and free of litter. Garbage cans are provided for disposal of trash.
- l. Do not touch any of the pool equipment. The pool service and pool Chairperson take care of water and pumps.
- m. When the pool is being serviced, members and guests must stay out of the water.
- n. Children under the age of three are required to wear swim diapers.
- o. The residents are responsible for the conduct of their guests.

REMEMBER! Brook Hollow must have strict adherence to these rules because the pool operates under a license. If friends and family were allowed to use the pool without a resident in attendance, a full-time lifeguard and bathhouse would have to be provided.

Pets:

- 1. Household pets are subject to regulation, restriction, exclusion and special assessment as may be determined by the Association.
- 2. All pets that are on the common grounds areas must be accompanied by someone and on a leash.
- 3. Pet owners are responsible for cleaning the pet's mess on a daily basis.
- 4. If a lawn is damaged by a pet, the member is responsible and is to be assessed the amount to repair the damage.

Snow Removal:

1. The Snow Removal Chairperson is accountable for obtaining the snow removal contract in consultation with the Board.
2. All members are to receive written information regarding the specifics of the contract.
3. Ice melt provided by the snow removal contractor may be used on driveways and roads. Please notify Snow Removal Chairperson if you want ice melt used on your driveway.

Gutters and Downspouts:

1. Gutters and downspouts are to be cleaned twice a year. Cleaning is at the member's expense. The Association will contract for the cleaning. Members who do not want the Association to clean gutters and downspouts must inform the Gutter Chairperson in advance.
2. Cleaning underground drain tubes is the responsibility of the owner.

Painting:

1. The painting schedule is based on a six-year cycle.
2. A painter designated by the Association will perform touch-up work between painting intervals at the member's expense.
3. Members will be notified of the painting schedule.
4. The color of the exterior may only be altered by the Board.
5. Balcony and deck maintenance is the responsibility of the member. Only appropriate deck stain products may be used on decks, no house paint.

Brook Hollow Insurance:

1. Brook Hollow's insurance covers common areas only.
2. The policy does not cover any part of member's units or their contents.

Individual Homeowners Insurance:

1. Homeowner insurance must be secured by each member. The member is required to submit a Certificate of Insurance to the Insurance Chairman every year when the policy is renewed. Members' insurance must cover the exterior of the building against Special Perils such as fire and storm damage.

Monthly Assessments:

1. Assessments (dues) are due on the first of each month; however, a grace period exists until the 10th of each month.

2. Members will be charged a \$25.00 late fee when dues are not received by the 10th of each month.

Streets:

1. The streets are owned and maintained by the Association. Snow plowing, street sweeping and road repairs are covered by Association monthly dues.

Common Ground Between Driveways:

1. The cost of reasonable maintenance of any non-concrete common ground between the driveways is to be shared by the members who make use of the driveways. In the event of any dispute arising concerning maintenance or replacement of the landscaping in this location, the problem will be addressed by the Board. The maintenance will be completed by the Association and billed to the members. The Board will place a lien on the property of members with unpaid bills.

Termite Control:

1. Termite control is the responsibility of the homeowner.

Parking:

1. Parking is not allowed on the streets or driveways on a regular basis.
2. Parking is not allowed on the grass. Grass adjacent to streets is in a common area.
3. The Church of the Cross will provide guests extra parking; however, members are requested to ask permission from the church office.
4. The circles at the south end of 113th Plaza and the 11100 block of Pine Plaza are Fire Lanes and parking there is not allowed at any time.

Other Rules:

1. Garage doors are required to be closed except when cars or people are entering or exiting the garage space.
2. The speed limit throughout Brook Hollow is 15 mph. Members are requested to advise guests of the speed limit.
3. Garbage cans and trash receptacles are not permitted outside, except for pickup. Cans are to be returned to the garage as soon as possible after garbage pickup.
4. While lawns and trees are mostly common property, the member nearest these features has an obligation to assure that the appearance of the property is attractive. This includes policing the area for trash, assuring that there is no dumping or long-term outdoor storage of items, or other items that could cause an unsightly appearance.

5. Private barbecue grills may not be used in common areas.
6. Outside use or storage of barbecue grills in driveways is subject to restriction or exclusion by the Association.
7. Members are required to consult with the Board before committing to garage sales or tours which might bring large numbers of participants into Brook Hollow. In general, participation in public tours or demonstration events is not allowed.
8. Due to the limited width of streets, lack of curbs, and difficulty maintaining two-way traffic on streets where vehicles are parked, members should not hold garage sales or estate sales, except by special request to the Board.
9. No fences or enclosures of any type, except those erected by the Association, are to be on any lot within Brook Hollow.
10. Clothes lines or other outside facilities for drying or airing clothes are not allowed at any time.
11. Exterior structures such as basketball hoops, or play equipment are not allowed. In addition, the only permissible yard sign is a Home for Sale sign.
12. The Board must approve in advance any proposed changes to unit exteriors.
13. Photoelectric cells are to be installed and maintained on each unit so that outside lights will automatically come on/off during the night hours. The lights on porches and garages serve as a substitute for street lights; members are required to replace burned out bulbs.
14. The Canada Geese have become a problem and are a health hazard. Residents are asked to not feed the birds or squirrels as the geese eat the seeds, or corn, falling into the yards.
15. Members may not paint, decorate (except for seasonal decorations), or change the appearance of the exterior of their unit. Members wishing an exception must present plans to the Board who must grant exceptions in writing.

Roofs:

1. All roofs replaced at Brook Hollow are to be a laminate asphalt shingle designated by the Board.
2. Patching materials are required to match the existing roof.
3. Roof replacements are required to be conducted cooperatively among members so that both sides of a double unit match in appearance.