

VESTAVIA VILLAS

RULES and REGULATIONS

Adopted November 1990

Amended July 1995; November 1998; April 2008; November 2010

Amended October 2015

I. AUTHORITY

These Rules and Regulations have been adopted by the Board of Directors of Vestavia Villa Condominium (the "Board") pursuant to the authority granted by the Declaration of Condominium of Vestavia Villa Condominium (the "Declaration"), By-Laws (the "By-Laws"), and the Articles of Incorporation of Vestavia Villa Condominium (the "Articles"). Collectively, the Declaration, the By-Laws, and the Articles are herein referred to as the "Documents."

II. INCORPORATION BY REFERENCE

These Rules and Regulations are in addition to all aspects and matters contained in the Documents. In the event of a conflict between these rules and regulations and the Documents, the Documents shall control.

III. VIOLATIONS OF THE RULES AND REGULATIONS OF THE DOCUMENTS

A. Residents of Vestavia Villas are encouraged to work out their differences among themselves. Before contacting the Property Manager or the Board of Directors with a complaint, residents are expected to have talked with one another and tried to reach a solution. Only then will the Property Manager or Board become involved. However, if they cannot reach agreement, the Board shall have the power to levy fines against unit owners for violations of these rules and regulations and matters contained in the Documents ("Violation") which Violations are committed by the unit owner(s), resident(s) of a unit, guest(s), invitee(s) or tenant(s) of a unit owner.

B. Fines may be imposed for Violations in an amount not to exceed \$25.00 per day for each day a Violation occurs, unless these Rules and Regulations prescribe a different amount.

C. Fines so imposed shall be considered as an addition to such owner's monthly assessments and collection of such fines may be enforced in the same manner as collection of assessments as appears in Article XIV of the Declaration.

D. METHOD OF IMPOSITION OF FINES - Prior to the imposition of fines, the Board, acting through any single member, shall first notify the unit owner in writing of the alleged Violation. Such notice shall be sufficient if it is hand delivered to the unit, or in the event the unit owner does not live in the unit, by regular mail to the address of the unit owner as maintained by the Vestavia Villa Condominium Association. The effective date of the notice shall be the date of delivery or mailing of the notice. In the event the Violation continues after the effective date of the notice, the Board shall hold a hearing to determine if a Violation has occurred and fine(s) should be imposed. The unit owner shall be entitled to ten (10) days written notice of the time and place of such hearing. The hearing may be continued from time to time in the sole discretion of the Board. At the hearing, the Board shall consider all evidence submitted and make its decision by majority vote of the Board Members present (so long as there is a

quorum at the meeting). Such decision shall be final, and any fines imposed shall be due and payable with the next monthly assessment due from the unit owner.

IV. DAMAGE TO COMMON AREAS AND OTHER UNITS

Liability for such damages shall be as set forth in the Documents. All unit owners are encouraged to obtain a condominium package insurance policy, which policy specifically includes loss for all items within the unit, including, but not limited to, walls, ceilings, and floor coverings which are part of the unit as set forth in the Documents.

V. SALE OR LEASE OF RESIDENCE

A. The sale or lease of a residence is subject to the Provisions of the Documents and these Rules and Regulations. Any sale or lease agreement dated after March 1, 2013 is subject to this section.

B. Residences may be sold or leased only for residential purposes.

C. LEASE

1. Leases must be submitted to the Board through the Property Manager for approval and a copy is to be placed in the Association file by the Property Manager.

2. Any lease agreement must contain the following:

"The terms of this lease agreement shall be subject in all respects to the provisions of the Declaration, By-Laws, and Rules and Regulations of Vestavia Villas Condominium, and any failure to comply with the terms of such documents shall constitute a default by Lessee."

3. All leases shall be in writing.

4. No lease shall be for less than 6 months nor cover less than an entire unit. No room may be rented nor transient tenants accommodated.

5. A letter must be on file from the owner of the unit for Lessee to have the right to the Clubhouse and a pet.

6. Other than the foregoing, there are no restrictions on the right of any unit owner to lease his unit.

D. SALE

1. Sale of a unit is subject to the Declaration, By-Laws, and the terms of these Rules and Regulations.

2. A pending sale of a residence must be reported to the Property Manager 10 days prior to the anticipated date of closing of such sale. The Property Manager shall then deliver to the new Purchaser the Condominium Documents including these Rules and Regulations. Delivery may be in person or by email or online. The new Purchaser shall be required to acknowledge in writing receipt of such documents and agree to abide by their provisions.

3. The purchase and sale contract should provide for the proration of the monthly Assessment as of the date of closing

4. One "For Sale" sign not to exceed an approximate size of 18" x 24" may be placed in one window of subject unit. No sign may be placed anywhere else on the condominium property.

SPECIFIC RULES

A. SWIMMING POOL/CLUBHOUSE

1. A Vestavia Villa I.D. will be provided in the form of a key chain holding a key to the gate and restrooms. It should be visible to other residents while within the pool area.
2. The swimming pool/clubhouse area shall only be used by owners or tenants of Vestavia Villa Condominium or their respective guests and invitees.
3. Residents must accompany guests at both the pool and the clubhouse. Children under 12 must be accompanied by an adult.
4. The pool may NOT be reserved. The clubhouse may be reserved and rented for \$50.00 cash in advance per event. Payment must be in advance of the event. Rental will require a \$50.00 cash deposit which will be fully refundable if the clubhouse is left in a clean and orderly manner.
5. Alcoholic beverages are prohibited within the pool area and clubhouse. **Glass containers are strictly prohibited.**
6. No running, diving, or general rough-housing will be tolerated.
7. No lifeguard is on duty. All swimming is at your own risk.
8. No animals or pets are allowed within the pool area.
9. Music should not be excessively loud. Quiet shall be maintained after 10:00 P.M. Parties must be over by 11:00 P.M. on weeknights and by midnight on weekends.
10. The pool season shall be from May 15 to September 15. Hours of operation are 9:00 A.M. until 10:00 P.M. These dates and times are subject to change by vote of the Board.

B. PARKING AREA

1. There are limited parking spaces available. Certain parking spaces have been designated as reserved. One reserved parking place has been assigned to each unit and is denoted with paint markings. No owner or tenant is allowed to mark spaces, subject to a \$250.00 fine. Owners and tenants should park in the assigned space for their unit. If an owner or tenant has a second vehicle, it must be parked in a non-reserved space. If a resident has three vehicles, the third vehicle should be parked near the dumpster across from Building 867. It is the responsibility of the residents to ensure that visitors park in unrestricted areas. Do not park along curbs or in areas which will restrict others from use of their spaces. Also, do not park in such a manner that impedes the flow of traffic or blocks emergency vehicles.
2. Storage of cars, boats, trailers, motor homes, etc. is prohibited in the parking area.

3. Only regular maintenance and minor repairs will be allowed in the parking areas. Vehicle maintenance is to be performed on the paved parking lots only. Measures shall be taken to prevent any spillage of fluids such as gasoline, transmission fluid, oil, etc. onto the paved parking lots. The vehicle owner will be responsible for any damage caused to the paved lots and will also be responsible for the cost of repair to the paved area.
4. Non-operable vehicles, vehicles with flat tires, and vehicles with expired tags will be reported to police for citation and removal. Violators of paragraph B-2 will also be removed.
5. Parking areas and streets are for vehicular traffic only. No skateboards, skates, etc. are allowed.
6. Motorcycles and other vehicles must be confined to the paved areas. They are not allowed in the basements, sidewalks, patios, decks, balconies, or yards.

C. NOISE

1. Speakers shall not be allowed outside the enclosed confines of the individual units, including patios, porches and decks, if disturbing to other residents.
2. Pets shall not unreasonably disturb any other residents.
3. City ordinances regulate unreasonable noise disturbances. If necessary, after confronting your neighbor with this problem, call the Vestavia Police, Phone: 823-1153.

D. PETS

1. Household pets may be kept by an OWNER in his residence, provided they do not endanger the health of, or, in the sole discretion of the Board of Directors of the Association, unreasonably disturb any other resident.
2. OWNERS will be allowed to house two dogs or cats or any combination thereof, not totaling more than two household animals.
3. RENTERS may have pets with permission from the unit OWNER, provided they meet all the current requirements of the Association.
4. Notwithstanding the previous restrictions, every owner or tenant shall be allowed to have a service dog.
5. As of April 1, 2008, all OWNERS that house more than two pets were grandfathered in and their pets were approved. After April 1, 2008, any RESIDENT who wants to acquire and own a third or additional pet must get prior Board approval.
6. An individual pet should weigh no more than 50 pounds, and the combined weight of pets no more than 75 pounds. Board approval is required for any pet outside these limits.
7. Dogs may not be of any breed typically considered to be dangerous.

8. Dogs on the common property must be on a hand-held leash and under the direct and absolute control of their owner at all times.
9. Pet owners are directly responsible for any damage done by their pets to the common area.
10. Any resident who keeps or maintains any pet shall be deemed to have indemnified and agreed to harm the Condominium Association free and harmless of any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet with the condominium development.
11. "Accidents" of fecal matter by pets on the pavements in the common area are to be cleaned up immediately by owners. Pets must not be allowed to defecate in any of the grassy common areas. (Use only marked pet areas.)
12. All pets should be properly tagged for identification and proof of rabies inoculation.
13. The Board of Directors shall have the right to order any person whose pet is a nuisance to remove such pet from the premises upon ten (10) days prior written notice which includes the right to a hearing before the Board of Directors of the Association.

E. TRASH, GARBAGE, AND SEWAGE

1. Residents have a key to the dumpster locations, which are for trash removal. Place only household trash in the dumpsters. Avoid flammable liquids such as paints. Appliances and mattresses cannot be placed in dumpsters. Place trash **INSIDE** the dumpster. Do not leave garbage bags in front of dumpsters, as this will prevent the driver from being able to pick up the dumpster. This also could be a potential danger to residents who are trying to dispose of trash properly. Plant clippings should be bagged and placed inside the dumpsters. Do not litter the common areas.
2. Recycle items are to be placed in the cans at the Recycle Center.
3. Contractors must remove debris from remodel work and dispose of it off the property.
4. Residents are not allowed to keep garbage or trash on the front or rear porches, decks, balconies, stoops, or patios.
5. **Flushing of baby wipes, diapers, feminine products, and paper towels is strictly prohibited.** Cost for cleaning of sewer clogs caused by these items will be charged to the responsible party, and the resident fined \$50 for the violation.

F. KEYS

Unit owners are urged to leave a copy of the keys to their unit with a trusted relative or neighbor. Storage locker and basement door keys must be provided to the Property Manager in the cases described in Section I below.

G. WATER RESTRICTIONS

Because of current high water and sewer costs, car washing cannot be done on the property. Watering of plants and shrubs must be done with a hand-held sprinkling can. Restrictions may be altered in response to drought conditions.

H. EMERGENCIES

In the event of an immediate emergency, unit owners specifically understand that the Association has the right to enter by force, if necessary, the unit in order to take measures to avert emergency situations arising in the unit which may affect common elements, limited common elements, or other units.

I. BASEMENTS

Vestavia Villas Documents define basements as Common Areas. Basement storage areas are for the benefit of the owners of the buildings in which they are located. Each unit has been assigned one storage bin. The aisles and open spaces are to be kept cleared. Access must be available to any storage area that houses water heaters serving other units. Also, access must be available for maintenance operations. For those units that have basements with doors, a key must be given to the Property manager. For those units that have storage lockers, a key must be given to the Property Manager.

The basement areas are for storage only and are not to be used as an extension of the living space of a unit. Specifically, no person shall reside in the basement area.

J. PAYMENT OF CONDOMINIUM ASSESSMENTS

The monthly assessment is due on the 10th day of the month. It is delinquent after the 15th day of the month due. A Late Fee of \$37.50 shall be added on the 16th day of the month.

For assessments delinquent for 60 days, a lien will be filed by and in favor of the Homeowners' Association, which said liens shall also secure all attorney fees, including but not limited to fees for appellate court representation incurred by the Association incident to the collection of such assessment and enforcement of such lien.

K. GARAGE SALES PROHIBITED

There will be no individual garage sales, yard sales, estate sales, or moving sales allowed at Vestavia Villas Condominiums. Violators of this rule shall be subject to a fine of up to \$100.00 per violation. The Association may sponsor a community-wide sale from time to time.

L. ASSOCIATION REPAIR PERSONNEL AND CONTRACTORS

Owners must not interfere with workers hired by the Association Management and who are on the property doing authorized duties. Since most workers are paid by the hour, any distractions can slow the work, potentially resulting in higher fees. Any complaints about the performance of the work must be directed to the Association Manager. Any interference with workers will carry a \$100 fine to owners. If a property is rented, the owner assumes responsibility for the renter's actions.

M. FIRE AND OPEN FLAME RESTRICTIONS

On February 9th, 2015, The City of Vestavia Hills adopted the 2015 International Fire Code in Ordinance 2553. The Fire Code states that open flames are prohibited within ten (10) feet of any combustible construction. (2015 International Fire Code §308.1.4) Further, fire hazards present a real danger to the safety, health, and welfare of both the community and its residents. An uncontrolled fire, within the community grounds, may easily spread to other units, causing serious injury or death and significant property damage. For these reasons, this rule is enacted.

The use any open flame cooking device (utilizing any type of fuel source, such as wood, charcoal, propane, and natural gas) is prohibited within ten (10) feet of any combustible surface within the community. This restriction does not apply to interior gas stoves or ovens that are properly installed with proper, working ventilation.

Fire Pits (portable outdoor fireplaces) shall not be used within fifteen (15) feet of a structure or combustible material. (§

Recreational fires (fires that are not contained within a device such as a fire pit or grill) are strictly prohibited.

These restrictions apply to all property within the community, including decks, patios, and balconies.

The use of electric grills is permitted, but must be registered with the property management company prior to first use within the community.

The owner of any unit found in violation of this rule shall be fined as follows:

\$100 – first violation

\$250 – each subsequent violation

Fines will be added as an assessment to the Unit involved and will be payable as any other assessment. If a Unit is not owner occupied, the owner assumes responsibility for the occupants (and their guests).

Local code and law enforcement personnel may be contacted for any violation of this rule.

N. STORAGE BENEATH LIVING AREA FORBIDDEN

Per an order from the Vestavia Hills Fire Marshal, no combustible items can be stored above or beneath living areas. The basements in Units 801, 803, 805, 807, 809, 811, 813, 815, 825, 827, 829, and 831 are exempted. Storage is not allowed in the basements of Units 817, 819, 821, 823 and Buildings 800, 814, 845, 849, 851, 855, 859, 863, 867, and 871. No unit can store flammable products, including gasoline, oils, paint thinner, or propane. (Propane tanks must be removed.)

The basements will be used for housing water heaters and furnaces only, utilized as mechanical rooms. Per the Fire Marshall's order, all combustible materials and flammable items must be removed by 3-31-2016. All locks to storage bins will be cut, and materials left in non-allowed areas will be removed and disposed of, with the cost charged as an assessment to the party involved. Minimum charge will be \$75 to pay a contractor to removed the items. Owners are responsible for the actions of renters. These costs will be assessed to the owner's statement. Rule I above has been modified by this rule.

The Fire Marshal can return at any time to re-inspect and issue citations that can result in a court summons to violators.

**THE SPIRIT OF THE RULES IS SIMPLY TO RESPECT
THE RIGHTS AND PRIVACY OF OTHERS**