

VESTAVIA VILLA

RULES & REGULATIONS

6/26/20

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 appropriate amount depending upon the severity for each day a Violation occurs, unless these Rules and Regulations prescribe a specific 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 the Property Manager, 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 decide if a Violation has occurred and fine(s) should be imposed. 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. One "For Rent" 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.

7. Other than the foregoing, there are no restrictions on the right of any unit owner to lease their 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, by U.S. Postal, by email, or by online links. The new Purchaser shall be required to acknowledge in writing receipt of such documents and to 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 key will be provided to allow access for entering the gate and restroom.

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 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. Running, diving, or general roughhousing will not 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. The pool season shall be from May 15 to September 15. Hours of operation are 9:00 A.M. until Sunset (8:00 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 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 parking lots. The vehicle owner will be responsible for any damage caused to the paved parking lot 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 improper tags (i.e. no tag, an expired or physically altered tag) will be reported to police for citation and will be towed at the vehicle owner's expense. 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. Motorcycles must be parked in the space beside the recycle area.

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, 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. After April 1, 2008, any RESIDENT who wants to acquire and own a third or additional pet must get prior Board approval.
5. 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.
6. Dogs may not be of any breed typically considered to be dangerous.
7. 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. **NO EXCEPTIONS**
8. Pet owners are directly responsible for any damage done by their pets to the common area.
9. 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.

10. "Accidents" of fecal matter by pets on the pavements or 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.)

11. All pets should be properly tagged for identification and proof of rabies inoculation.

12. 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. 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 containers 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. Failure to comply with this rule is a public health hazard and attracts bugs, rats, mice, etc.

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 made available to the Property manager. For those units that have storage lockers, a key must be made available to the Property Manager.

The basement areas are for mechanical equipment and storage of metal, glass, ceramics, and tile only. Basements and storage units cannot be used as an extension of the living space

of a unit. Specifically, no person shall reside in the basement area. Anyone caught living in a basement or storage unit can and will be removed by Vestavia Hills Police, and will be subject to City, State, and local vagrancy statutes. **THERE ARE NO EXCEPTIONS TO THIS RULE**

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. Except for storage of metal, glass, and tile, storage is not allowed in the basements of Buildings 800, 814, 845, 849, 851, 855, 859, 863, 867, and 871 as well as Units 817, 819, 821, and 823. No Unit shall be used for storage of flammable products, including gasoline, oils, or propane. The basements will be used for housing water heaters and furnaces only. Per the Fire Marshal's order, all combustible materials and flammable items must be removed immediately and not later than 3-31-15. Materials left in un-allowed areas will be removed and disposed of, and the cost charged as a fine to the party involved. Minimum fine will be \$75 to pay a contractor to remove the items. Owners are responsible for the actions of renters. These fines will be assessed to the owner's statement.

The Fire Marshal can return at any time to re-inspect and issue fines and/or court summons to violators.

J. SAFETY The Goal of the Association is to have a safe neighborhood. Call the police if something seems wrong.

K. 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.

L. 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.

M. 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 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 action.

N. OPEN FLAMES

A fire in any building puts the Association and the individual owners at dangerous risk. At a minimum, the Association could face an insurance deductible. Our rates for insurance could increase not only for the Association, but also for the individual policies. We could even have our insurance carrier cancel our policy. People might suffer injury or death. Because of the potential for serious damage to property (both real and personal) and people, this rule is enacted.

Grills and other items that have open flames (whether using wood, charcoal, propane gas, natural gas, or any other fuel) are prohibited within 10 feet of any combustible surface on any building in the community. The 10-foot restriction includes all decks, patios, and balconies in the community. This is in line with fire codes for multi-family dwellings. Electric grills

(that have no open flames) are permitted, but must be registered with the property management company.

Fines for violation of this rule will be: First Occurrence: \$50. Second Occurrence: \$100
Third Occurrence: \$200. The fines will be added to the assessment for the Unit involved. If a property is rented, the owner assumes responsibility for the renter's action.

Police and Fire Department will be called for dealing with third-time violators.

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