

**Altamont Patio Condominium Association**  
**Rules and Regulations**  
**(AMENDED BY THE BOARD 11-22-05)**

**I. Violation of Rules**

The Board of Directors shall have the power to levy fines against the unit owners for violations of rules and regulations. This applies whether the rule violated is by the unit owner or by a tenant or guest of the unit. No fine may be levied for more than \$100 for any one violation; but for each day that a violation continues, after notice, it may be considered a separate violation. Collection of fines can be enforced against a unit owner as if the fines were an assessment for common expenses owed by the unit owner. If a unit owner persists in violating the Rules and Regulations, the Board of Directors may require the owner to post bond, satisfactory to it, to secure future compliance with the Rules and Regulations.

**II. Maintenance Fees and Fines**

1. A monthly condominium fee is due on the 1<sup>st</sup> of each month and is late by the 15<sup>th</sup> of the month. A \$35 assessment will be added after the 15<sup>th</sup>. Condominium fees go towards utilities, garbage pick up, maintenance and repairs, pool operations and Managing Agent's fee.
2. Unit owners are solely responsible for the payment of the monthly condominium fee and assessed late charges regardless of the lease/rental agreement between owner and lessee/renter.
3. Special assessments may be levied in the event of costly repairs.
4. The Managing Agent should mail you a notice after the 15<sup>th</sup> and again after the 25<sup>th</sup> of each month that you are late paying your fees.
5. Any account that becomes 60-days delinquent will be turned over to an attorney for collection. A lien will be filed against the property when the account is turned over for collection. Only one demand letter will be sent. If payment or arrangements to make payment have not been made with the attorney within 30 days thereafter, a suit may be filed for the delinquent fees, assessments, attorney's fee and court cost.

**III. Sale or Lease of Residence**

1. The sale or lease of a residence is subject to provisions of the Declaration, the Bylaws and Rules and Regulations.
2. Units must be leased or sold for residential purposes only.

**A. Lease**

1. Owner must provide Rules and Regulations to lessee. If ever sublet, the sub-lessee must also receive a copy of this document. Copies can be obtained from Managing Agent.
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, Bylaws and Rules and Regulations of Altamont Patio Condominiums and any failure by Lessee to comply with the terms of such documents shall constitute a default by Lessee." It is recommended for Owner's protection, that the lease include a clause specifically stating that: "all fines levied against the Owner because of tenant rule violations, shall be assumed by the tenant."
3. The Board of Directors or the Managing Agent must be informed of all leases and subleases and given the name of the lessee and contact phone number.
4. All leases shall be in writing and must last for a minimum of one month.

## B. Sales

1. Sale of a unit is subject to the Declaration, Bylaws and the terms of these Rules and Regulations.
2. A pending sale of a residence must be reported to the Board of Directors or the Managing Agent 10 days prior to the anticipated closing of such sale. It is the responsibility of the seller to then deliver to the new purchasers the condominium documents including the Bylaws and these Rules and Regulations. The new purchaser shall be required to acknowledge in writing receipt of such documents and agree to abide by their provisions.
3. It is the responsibility of the buyer to check and make sure no maintenance fees (condominium fee) or fines are due. The Sales Contract should provide for proration of fees as of the date of closing.
4. "For Sale" and "For Rent" signs are not allowed on the grounds at Altamont Patio. A bulletin board is installed at the pool house for the purpose of listing properties for sale or rent. A posted sign at each entrance directs potential renters or purchasers to the bulletin board. (Adopted by the Board, July 1989).

## IV. General Rules and Regulations

1. Soliciting door-to-door within the complex is not permitted and violators should be reported to the managing agent.
2. The complex maintains quiet hours beginning at 10:00 P.M. on weekdays and midnight on weekends. Excessive noise is not permitted and *if continued* may be reported to the Unit Owner, if leased, or Birmingham Police Department at 254-2793. It is suggested that the first avenue of resolution be neighbor to neighbor. Written documentation should be forwarded to Managing Agent for tracking purposes only. Persistent complaints lodged against a resident may result in a \$50 fine for the 1<sup>st</sup> offense, \$75 for a 2<sup>nd</sup> offense, and \$100 for a 3<sup>rd</sup> offense.
3. No alterations may be made to exterior of property or landscaping.
4. Residents using common areas are responsible for cleaning up area upon completion of use. Littering common areas including parking areas, pool and grounds is considered to be serious and subject to fines and penalties. Litter, which identifies violator, will be considered as sufficient evidence to levy a fine on the resident or littering witnessed by either a member of the Board of Managing Agent. 1<sup>st</sup> time offense \$50, 2<sup>nd</sup> time offense \$75, and 3<sup>rd</sup> time offense \$100.
5. Damage done to common areas, willfully or accidentally, will be the owner's responsibility and they will be assessed for the value of damages. This includes, but is not limited to, water damage to common property from pipes that burst. Please Note: You could be held liable for damage to private property. It is a requirement of the Board of Directors that unit owners must have liability insurance and, effective 11-22-05, new tenants (lessees) must carry a renters insurance policy that provides a minimum of \$100,000 liability coverage.
6. If you are a victim of criminal activity or criminal mischief, please contact the Birmingham Police Department and file a report, as well as notify the Managing Agent or Board.
7. Although we encourage the use of cable TV over Satellite Dish, they are permitted with a letter of permission from the Managing Agent. The installation location must be approved by the appointed Board Member. It must be professionally installed with dish wiring hidden from sight and not laying across roof tops. It may be placed on the air conditioner stands on the decks above the upstairs units.
8. It shall be the responsibility of the resident to see that no toys, bikes, pool equipment, trash, donations to be picked up, etc. are left in common areas.

## V. Modifications and Alterations

1. Plans of interior or exterior modifications must be presented in writing to the Board of Directors. This includes lighting, painting or exterior doors, or attachments to exterior walls. The Board will notify the owner of permission granted or denied within 30 days. See attached request form, "Altamont Patio Condominium Association Approval Agreement." (Remember, patios are common property, but you have exclusive use.)
2. No modifications to load-bearing structures.
3. All modifications are subject to city laws and property building permits.
4. No interior modifications are allowed that affect common areas.
5. Washers and dryers may be added to your unit but dryers shall not be vented into walls or ceilings since this is a fire hazard and/or damages the building. Dryers can only be vented into the appropriate plastic boxes designed for this purpose.

## VI. Pets

1. Household pets may be kept by an owner (or his/her tenant) in their residence, provided they are not kept, bred or maintained for any commercial purpose and do not endanger the health or, in the sole discretion of the Board of Directors of the Association, unreasonably disturb any other resident.
  2. No unit will be allowed more than two mammalian pets. (In case your pet has a litter, you have ten weeks from the birth to comply with this rule.)
  3. Dogs and cats on the common property must be on a leash and under the direct and absolute control of the owner at all times. (Note: City Ordinance requires that dogs and cats that are not fenced must be on a leash.)
  4. Pet owners are directly responsible for any damage done by their pets to the common property.
  5. Any resident, who keeps or maintains any pet, shall be deemed to have indemnified and agreed to hold 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 within the condominium development.
  6. Accidents of fecal matter by pets in common areas, including but not limited to grassy areas off Rows A & E, must be cleaned up immediately, bagged and tied, then disposed of properly by pet owner or owner will be subjected to a \$100 fine (\$50 first offense, \$75 second offense, and \$100 third offense.)
  7. 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 three days written notice.
  8. All pets should be tagged for identification and up-to-date on any required vaccinations.
  9. Cat litter must be disposed of in tied, plastic bags and placed in Dumpster.
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## VII. Parking

1. Parking on the association property shall be reserved for condominium owners, residents and guests (on an availability basis).
2. Parking on association property shall be in marked spaces only. No parallel parking next to curbs.
3. Because seldom-used vehicles and motorbikes take up valuable space, please refrain from occupying the same parking space for longer than two weeks. If this is necessary due to illness, vacation, etc., please contact the Managing Agent and provide the vehicle's tag number and description to avoid towing of the vehicle.
4. Recreational vehicles and trailers may not be parked on association property for longer than 24-hours without special permission from Managing Agent.
5. Each condo shall be limited to two parking spaces.
6. Routine maintenance and emergency repairs on condominium owners' vehicles are permissible, providing such vehicles will be in a non-operational condition for less than 12-hours and providing this does not create a nuisance to others or damage association property.
7. All vehicles/motor bikes must be insured. All must display current license plates or otherwise will be subject to towing at owner's expense.

## VIII. Pool Rules

The Jefferson County Health Department regulates the operation and use of the condominium swimming pool. Many of the following rules and regulations are those of the Health Department. Non-compliance with such rules and regulations may result in suspension of pool operation, the association being fined, or both.

1. No animal or pet shall be allowed in pool area. Anyone found to have their animal in the pool area will be subjected to an immediate fine of \$100.
2. The pool is for residents. Guests must be accompanied at all times by a resident.
3. Children under 14 must be accompanied by a parent or responsible adult.
4. No Lifeguard is on duty. Swimming is at your own risk.
5. No rough play or running will be permitted within the pool area.
6. No glass objects will be allowed in the pool area. Anyone not in compliance will be fined \$100 per occurrence.
7. Proper swim attire only. No cut-off denim allowed. Children still wearing diapers should wear appropriate leak-proof swim diapers.
8. All beverage containers, cigarette butts, food remains, etc., should be disposed of before leaving the pool area. Non-compliance will result in a \$50 fine.

## IX. Garbage

1. All household garbage must be deposited inside dumpsters. Trash left outside of dumpster will not be picked up by the garbage truck. A \$100 fine will be imposed on anyone leaving items outside dumpsters, as well as an additional \$75 fine to cover having items removed. These dumpsters are for household garbage only. It is the owner's responsibility to take any other items (i.e. furniture, appliances, remodeling trash, etc.) to the landfill or have picked up by the Street and Sanitation Department. These items may be placed on the corner of 33<sup>rd</sup> Street and Hillside. Phone 254-6366 for special pickup.