

# Altamont Patio Condominium Association

## Rules and Regulations

(Amended by Altamont Patio Condominium's Board of Directors, June 2009)

### Note:

- The Altamont Patio Condominium's Board of Directors is also referred to as "Board," or "Board of Directors," within this document.
- The term "Managing Agent" within this document refers to the individual assigned by the management company (as hired by the Board of Directors) to manage the Altamont Patio Condominium property, which includes all buildings and surrounding land. Refer to [www.altamontpatio.net](http://www.altamontpatio.net) or a current board member for the name and contact information of the current Managing Agent.
- "Tenant/Lessee" or "lessee/renter" or "lessee" or "renter" as used within this document refer to an individual or individuals engaged in any occupation of a unit that is outside of or apart from actual unit ownership.
- The terms "maintenance fee" and "condominium fee" are interchangeable within this document.

### I. Violation of Rules

1. 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 anyone; 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 or tenant/lessee or guest 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 late-charge 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 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 By -laws, and Rules and Regulations.
2. Units must be leased or sold for residential purposes only.
3. Lease Any owner who rents his/her unit to anyone other than an immediate family member shall provide to the agent for the association a copy of the lease including application and criminal background check within 30 days of lease signing. Failure to provide this information will result in the owner being assessed a fine in the amount of \$100 with an additional fine of \$25 per week thereafter pending receipt of the required document by the Managing Agent.
4. 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 the Managing Agent. 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 Altamont Patio Condominiums and any failure by Lessee to comply with the terms of such documents shall constitute a default by Lessee." For the Unit Owner's protection, it is recommended that the lease include a clause specifically stating the following: "All fines levied against the Unit Owner because of tenant rule violations shall be assumed by the tenant." Note: This remains an arrangement between the Unit Owner and his/her Tenant and does not affect or alter the fee payment relationship between the Board and the Unit Owner.
5. The Managing Agent must be informed of all leases and subleases and given the name of the lessee and contact phone number.
6. All leases shall be in writing and must last for a minimum of one month.
7. Sales
  - a. Sale of a unit is subject to the Declaration, By -laws and the terms of these Rules and Regulations.
  - b. A pending sale of a residence must be reported to the Managing Agent. It is the responsibility of the seller to then deliver to the new purchasers the condominium documents including the By-laws and the Rules and Regulations. The new purchaser shall be required to acknowledge in writing receipt of such documents and agree to abide by their provisions.
  - c. It is the responsibility of the buyer to check and make sure no maintenance fee (condominium fee) or fines are due. The Sales Contract should provide for proration of fees as of the date of closing.
  - d. "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.

### 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 a leased property, or the 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. Persistent complaints lodged against a resident will result in a \$50 fine for the 1<sup>st</sup> offense, \$75 for the 2<sup>nd</sup> offense, and \$100 for a 3<sup>rd</sup> offense.

3. Unit Owners, residents and lessees shall exercise extreme care to avoid unnecessary noise or the use of musical instruments, radios, televisions and amplifiers that may disturb other Unit Owners. All walking areas and 85% of all wood floor areas in each Unit must be covered by carpet or rugs.
4. No alterations may be made to exterior of property or landscaping.
5. 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 the violator, or an act of littering witnessed by a member of the board or the Managing Agent, will incur the following fine: 1<sup>st</sup> offense, \$50; 2<sup>nd</sup> offense, \$75; 3<sup>rd</sup> offense, \$100. Each subsequent offense will result in an additional \$100 fine.
6. Damage done to common areas, willfully or accidentally, will be the owner's responsibility and he/she 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 renter's insurance policy that provides a minimum of \$100,000 liability coverage. Effective November 22, 2005, it is required that Unit Owners possess liability insurance with a coverage amount not less than \$100,000 to ensure his/her ability to cover liability for damage to the unit proper and/or personal property of other Altamont Patio Tenant/Lessees and/or Unit Owners. Failure to present documentation to the Managing Agent of such insurance within 30 days of purchase or rental of an Altamont Patio property will result in a fine of \$100 being levied, with an additional \$100 fine accrued every 30 days until resolved.
7. If you are a victim of criminal activity or criminal mischief, contact the Birmingham Police Department at 254-2793 and file a report, as well as notifying the Managing Agent or Board.
8. Although the Board encourages the use of cable TV over Satellite Dish, dishes are permitted with a letter of permission from the Managing Agent. The installation location must be approved by the appointed Board member or Managing Agent. It must be professionally installed with dish wiring hidden from sight and not laying across rooftops. It may be placed on the air conditioner stands on the decks above the upstairs units.
9. 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.
10. Common electricity shall not be privately used, violation subject to fine.
11. Common sources of water are to be shut off after use, violation subject to fine.
12. No storage in common areas or obstructions to egress or ingress as stated in the by-laws.
13. The maximum height of patio trees is 16 feet, violation subject to Unit Owner being billed for the cost of hiring a maintenance worker to trim the tree to regulation height.

## V. Modifications and Alterations

1. Plans of interior or exterior modifications must be presented in writing to the Board of Directors. This includes, but is not limited to, lighting, painting, 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 may 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 damages the building. Dryers can only be vented into appropriate plastic boxes designed for this purpose.

## VI. Pets

1. Household pets may be kept by an owner (or his/her tenant) in his/her residence, provided they are not kept, bred or maintained for any commercial purpose and do not endanger the health or, at 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. If 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 responsible for collection and appropriate disposal of waste, violations subject to fine.

## VII. Swimming Pool and Pool Area

1. No Lifeguard is on duty. Swimming is at your own risk.
2. No rough play or running will be permitted within the pool area.
3. No glass objects including, but not limited to, beverage containers, will be allowed in the pool area. Anyone not in compliance will be fined \$100 per occurrence.
4. Proper swim attire only. No cut-off denim allowed. Children still wearing diapers should wear appropriate leak-proof swim diapers.
5. 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.
6. No animals allowed in pool area or in pool itself.
7. The pool and pool area is for residents only. All guests must be accompanied by a resident at all times.

## VIII. Garbage

1. All household garbage must be deposited inside dumpsters.
  - a. Trash left outside of dumpster will not be picked up by the garbage truck.
2. Dumpsters are for household garbage only.
3. It is the Unit Owner's or Tenant/Lessee's responsibility to take any other items (i.e., furniture, appliances, remodeling trash, etc.) to the landfill or have **the items** picked up by the Street and Sanitation Department.
  - a. Place Street and Sanitation-bound items on the corner of 33<sup>rd</sup> Street and Hillside Avenue, or phone 254-6366 for special pickup.
4. A \$100 fine, with an additional \$75 removal charge, will be imposed on anyone leaving items outside dumpsters.