

**LEPOINTE CONDOMINIUMS
LEPOINTE OWNERS ASSOCIATION, INC.
RULES & REGULATIONS**

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A. Names/Telephone Numbers

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Emergency and Local numbers:

Police: 911
Fire: 911
Hospital: 911

B. Introduction

LePointe Owners Association, Inc. (LOA) has created this document for the residents of LePointe Condominiums as a reference to the Rules and Regulations, Architectural Standards, Parking Policy, Collection Policy, and By-laws of our community.

The Following Rules and Regulations, and Architectural Control Standards have been adopted by the Board of Directors of the LePointe Condominiums in accordance with ALA CODE and By-laws to not only protect the architectural integrity and harmony of the community, but also to promote the safety and welfare of residents and to maintain an acceptable quality of life.

It should be noted that the Rules and Regulations do not replace the By-laws, which the Board of Directors uses as its primary governing document. Both documents are in force. In case of conflict between the wordings of these documents, the By-laws will prevail.

The Rules and Regulations shall apply to all property owners, their residents, family members, tenants, occupants, agents, visitors, employees and guests; and shall be enforced by the Board of Directors in accordance with applicable Covenants and By-laws.

In establishing and maintaining the Rules and Regulations, or Standards, the Board shall make every effort to ensure that they do not affect unit owners' right to the enjoyment of reasonable and unrestricted use of their property or privileges of ownership.

The Rules and Regulations and Standards may be modified, repealed or amended at any time by a resolution of the Board of Directors when deemed necessary in the best interest of unit owners/residents (including tenants) and the community.

C. General Information

The subdivision comprises LePointe Condominiums, bounded by 14th Avenue South, and which encompass buildings 1153, 1155, 1157 and 1159.

Property in this development is classified as "Open Space, General Common Elements and Limited Common Elements."

The streets, curbs, sidewalks, lawns and yard areas, trees and shrubs, exterior lighting and parking areas comprise the GENERAL COMMON ELEMENTS. Your Association (LOA), along with your Management Agent, is responsible for the operational management and oversight of maintenance and improvement of these areas, which are for the EXCLUSIVE use of the individual residents/unit owners and/or their guests.

The LIMITED COMMON ELEMENTS include balconies, patios, and fenced areas, and front and back yards.

D. General Rules and Regulations

These are the general rules and regulations of the Association. The number in parenthesis {x} following each rule in this section denotes the violation class. Exceptions to these rules may be granted only by a written notice from the Board of Directors.

Any damage to buildings, grounds, or other common areas or to equipment by any owner or occupant shall be repaired at the expense of the appropriate unit owner. An occupant is herein defined as a resident or tenant, a resident or tenant guest, or a family member or pet of any resident or tenant. Such charge may be assessed in addition to a fine. Unit owners are fully responsible for the actions of their occupants, as further described above, and contractors, and shall be held accountable for any damage done to the property by such occupants.

1. **Common areas:** The lawns and walkways shall not be used for storage or parking or be obstructed in any way. No bicycles, toys, grills, chairs, plants, trash cans or recycle bins, or other personal property shall obstruct entrance ways, walkways, parking or other common areas. Except in designated recreational or other areas designated by the Board, no recreational activities (including lounging) shall be permitted. Violators may be subject to a fine. No recreational activities (including lounging) shall be permitted in the parking lots.

2. **Limited Common Elements:** Our complex has several types of Limited Common Elements such as, but not limited to, Balconies, Patios and Landings. The LOA is responsible for the maintenance of these areas; however, the general daily housekeeping of these areas is the responsibility of the unit owner. Modifications to the Balconies, Patio's or Common lighting are prohibited by our By-laws.
3. **Unlawful and Disturbing Noises/Practices:** No unit owner shall make or permit any unreasonable noise that will disturb or annoy other residents, or permit anything to be done which will interfere with the rights, comfort and convenience of other residents. This includes, but is not limited to, dogs barking excessively.
4. **Trash and Garbage:** Trash and Garbage shall be placed in sealed plastic bags. Trash cans shall be kept inside of each unit. Trash and garbage may not be placed at the front door or on walkways or common islands at any time. Arrangements for the removal of bulky items such as mattresses, furniture, appliances, construction materials, etc., must be made with the Birmingham Sanitation Department and shall not be placed for pickup earlier than the day of the scheduled pick-up. Our dumpsters are under contract with the (LOA) and are for household trash and garbage only. Littering, including dropping cigarette butts, carries an automatic \$50.00 fine. Placing trash on ground around dumpster is prohibited and violators will be automatically fined a minimum of \$50.00.
5. **Barbecuing:** No open flame cooking is allowed within ten (10) feet of any building structure, patio or balcony.
6. **Defacing of property:** Signs (For Sale, For Rent), notices, advertisements, or any alteration of exterior surfaces shall not be placed, inscribed, or exposed on any window, door, or other exterior parts of unit. No signs, banners, or the like are allowed in windows. For Sale and For Rent signs are limited to the grass area between buildings 1153 and 1155, fronting 14th Avenue South. Decorative lighting may not be strung about unit windows. Unit windows must have white blinds or equivalent white drapes.
7. **Sale of Property:** The pending sale of a residence must be reported to the board of directors or managing company, in writing, ten days prior to the anticipated closing of date of sale. All required information must be provided to the management company before the closing. All "new owner" information and documents must be provided to the management company within three days after the closing is finalized. It is the responsibility of the buyer to determine that no maintenance fees, fines, assessments, or special assessments are due for the unit being purchased. The sales contract should provide for the proration of fees as of the date of closing.
8. **Rental Property:** All unit owners who rent to a tenant shall: (1) use a lease that is compliant with the "Alabama Uniform Residential Landlord and Tenant Act" (2) specify each and every tenant by name in the lease, along with any expected occupants (3) provide the tenant with a copy of the (LOA) By-laws and Rules and

Regulations, (4) include in the lease agreement a provision that the tenant has been given said copies, has read and understood, and agrees to abide by these documents, (5) notify the Board of Directors when appropriate and in writing that the unit is tenant-occupied, giving the name(s), address and phone number of the occupants, and (6) provide to the Management Agent and/or the Board the name of any agent retained by the unit owner to manage the unit for him/her.

The unit owner is responsible at all times for the enforcement of the established Rules & Regulations and the payment of any fines imposed by the (LOA), incurred by their occupants or contractors.

No condominium unit shall be rented for transient, multi-family, hotel purposes or for a period of less than six (6) months.

9. **Vandalism:** Unit owners, occupants, and contractors shall not deface, remove, or destroy, or permit the defacing, removing or destruction of any element of the common areas. The unit owner is responsible at all times for the enforcement of the established Rules & Regulations and the payment of any fines imposed by the (LOA), incurred by their occupants or contractors.
10. **Satellite Dishes:** The roof and exterior of each building are common elements. Approval and Installation of all satellite dishes on common elements are prohibited. The (LOA) is currently only approving satellite installation that uses a consolidated dish for the entire complex in order to limit damage to the buildings and roof and to maintain consistency.
11. **Water:** The water for LePointe Condominiums is paid from the monthly association dues. In order to avoid costly increases in dues or a Special Assessment, all owners are required to have their toilet inspected annually. Toilets are the single largest source of water leaks due to faulty flush valves or leaking flappers. The (LOA) will periodically coordinate a complex wide inspection. The cost of any repair will be at the expense of the owner whether you do it yourself or have our plumbing inspector make the repair.

Water furniture, including any bed, mattress, chair, sofa, or other item of furniture that contains as a part of its elements or any other substance in a liquid state, is prohibited. The Board must approve any aquariums over 20 gallons in capacity prior to installation.

12. **Video Security System:** LePointe has installed a video security system and posted sufficient signage/notice around the complex. Access to this system is limited to our Management Company, Board of Directors and local authorities, when required by law. Owners and occupants are not to tamper with or manipulate any of the security cameras or other similar devices in the building. They will be assessed a fine of \$250.00 per occurrence for tampering with or manipulating any of the security cameras or other similar devices in the buildings.

13. **Electrical / Aluminum Wire:** Our complex was build during a time when aluminum wire was being used throughout homes and apartment complexes. Since that time, it is no longer used. It is very important that you inform your contractor, electrician or plumber that you have aluminum wire. Special aluminum (ALR) rated outlets and switches are required for this type wire as well as aluminum rated wire nuts and compound. These are typically things that home owners should not do on their own. It is suggested that you use a licensed electrical contractor for all your electrical repairs.

E. Pool Rules



POOL HOURS: 8:00 AM TO 10:00 PM

NO DIVING IS ALLOWED. THERE IS NO LIFEGUARD ON DUTY; SWIM AT YOUR OWN RISK. ALL POOL GATES SHOULD BE LOCKED AT ALL TIMES. KEYS SHOULD NOT BE LEFT IN THE GATE DOOR. THE GATE DOOR SHOULD NOT BE PROPPED OPEN.

NOTE: THE POOL AREA IS MONITORED AND RECORDED WITH A VIDEO SECURITY SYSTEM

1. This pool is private and is for the use of LePointe unit owners and tenants only. Guests are limited to two (2) per unit owner/tenant and must be accompanied by the owner/tenant at all times.
2. The pool cannot be reserved for private use.
3. All children under twelve years of age must be accompanied by an adult who is an owner or tenant at LePointe. Guest supervision is not sufficient.
4. No glasses or glass bottles are allowed. All ashtrays, trash, and tables should be cleared before leaving the pool areas. Do not remove pool chairs or equipment from the pool area.
5. No gum chewing is allowed in/at the pool.
6. No pets are allowed inside the pool area.
7. The pool ropes are not to be removed at any time. The safety, flotation ring is to be left in its place except in case of an emergency.
8. No jeans or cut-offs are allowed as swimwear. Proper swimming attire should be worn at all time.
9. Infants/babies must wear approved, waterproof swim diapers. No ordinary diapers (cloth or disposable) are allowed. The unit owner will be fined for the actual cost of draining and refilling the pool should the infant defecate in the pool.
10. Excessively loud music, offensive language or nudity or other offensive behavior is not permitted. No horse playing or running is allowed at the pool. Obscene language and lewd/offensive behavior is not permitted.
11. No one may be in the pool if they have skin diseases, sore or inflamed eyes, cough, cold, nasal or ear discharge or any communicable diseases.
12. Closing the pool will be at the discretion of a member of the Board or the management company or the local health department.
13. The unit owner is responsible at all times for the enforcement of the established Rules & Regulations and the payment of any fines imposed by the (LOA), incurred by their occupants or contractors.

F. Conduct

Residential Use: All condominium units shall be used for residential single family purposes exclusively.

No noxious or offensive trade or activity shall be carried on within any condominium unit or on any Common Elements, nor shall anything be done therein or thereon which may be or become an annoyance to the neighborhood or other owners.

G. Insurance

Nothing shall be done or maintained in any condominium unit or on any Common Elements, which will increase the rate of insurance on any condominium unit or on the Common Elements, or result in the cancellation thereof, without prior written approval of the Board of Directors. Nothing shall be done or maintained in any condominium unit or on the Common Elements, which is in violation of any law.

The (LOA) has insurance coverage for all of the common areas of the building. This insurance includes coverage for fire and other damage, as well as liability insurance. Each unit owner is responsible for securing appropriate insurance coverage for his/her unit and personal property. For a certificate of insurance, please contact the Management Company.

Owner Insurance: Please remember that each owner should obtain homeowner's insurance. It is important to have insurance not only for appliances, flooring, furniture all other unit belongings, but to protect you from liability for damage to another unit, caused by something within the owner's own unit. You can contact the Association's insurance agent to find out what is covered by the Association and what your individual insurance coverage needs to include.

H. Animals and Pets

The maintenance, keeping, boarding and/or raising of animals, livestock or poultry of any kind, regardless of number, shall be and is hereby prohibited within any condominium unit or Common Elements, except that this shall not prohibit the keeping of small dogs, cats, birds, as domestic pets, provided they are not maintained, kept or bred for commercial purposes and, provided further, that the keeping of small dogs or cats will not constitute such type of noxious or offensive activity.

All dogs shall be kept leashed and under the control of their owner whenever they are outside the unit, and shall not be allowed to run free or unleashed at any time, or to otherwise interfere with the rights, comfort or convenience of other residents.

Pets must be vaccinated and kept in accordance with the County Health Department laws and regulations. Contact the Jefferson County Animal Control or the Health Department for more information.

Owners are responsible for all damages caused by their pets to common areas and to the property of others.

1. Each unit may have up to two animals (dog/cat/bird).
2. No other animals are allowed other than dogs, cats, and birds without written permission from the board.
3. Dogs are limited to a weight of 40 pounds starting 1/1/2010; existing dogs prior to 1/1/2010 are grandfathered on the weight limit only.
4. No breeds of aggression are allowed including but not limited to Doberman, Rottweiler, or any other breed recognized under Alabama law as an aggressive breed.
5. Dogs may not be "walked" on the premises. All dogs, must be walked outside of the property and when coming and going must be on a leash at all times.
6. Pet waste (urine, feces, vomit, etc.) must be immediately picked up and the affected area cleaned by the pet owner. Failure to do so will result in a minimum \$50.00 fine.
7. Dogs are not allowed in any flower bed or landscaped area. Violators are subject to a minimum \$50.00 fine.
8. No exotic animals of any kind.

I. Motor Vehicle Operation

Except as herein provided, no junk vehicle or other vehicle on which current registration plates are not displayed may be kept on any of the Common Elements. Additionally, trailers, commercial vehicles, semi trucks, campers, house trailers, and boats are prohibited from being stored on any of the Common Elements.

Likewise, no repair or extraordinary maintenance of automobiles or other vehicles may be undertaken on any of the Common Elements. Minor vehicle repair work shall be permitted in emergency cases only, provided that the area is cleaned after repairs have been completed.

J. Architectural Maintenance/Control

No structural alteration (construction, addition or removal) of any condominium unit or Common Element shall be commenced or conducted except in strict accordance with the provisions of the By-laws.

All changes proposed by the unit owner to the exterior of his/her unit shall be submitted in writing to the Architectural Control Committee. All requests shall include a written description and a diagram of the proposed changes, and must be signed by the unit owner. Once written approval has been received from the Committee and changes have been made, the unit owner must contact the Committee so that a final inspection may be made and signed off by the Committee.

No owner or occupant may make or cause to be made any change outside his/her unit without the prior express written approval of the Architectural Control Committee unless

the Committee fails to respond within 60 days of a written request submitted by the unit owner.

A decision made by the Architectural Control Committee may be appealed to the Board of Directors.

Policy

1. The architectural covenant imposes a legal requirement on the Association to approve or disapprove construction of new structures, exterior additions or alterations to the original design of the units, and all subsequent alterations thereto BEFORE they are started by the unit owner. The Board of Directors has delegated to the Architectural Control Committee the task of reviewing applications and making recommendations to the Board for the approval or disapproval of such alterations.
2. It should be noted that approval of any project does not preclude subsequent adoption of more restrictive or more liberal standards where deemed necessary to maintain or improve overall architectural standards and harmony. No amendment shall affect any project approved prior to adoption of such amendment.
3. Any project or exterior modification which was completed prior to the issuance of these regulations which would normally require Board approval prior to initiation shall not be construed as setting a precedent, and will require Board approval before any major repairs, changes, and/or additions are made to said project or modification.
4. Before making any exterior changes or initiating any project, which might be contrary to the architectural/maintenance standards, unit owners are reminded that non-approved changes can not only be aesthetically offensive to their neighbors, but can also decrease the value of all units.
5. Any project, exterior modification, or other act in violation of these standards is subject to a citation by the Board and may require corrective action to bring the violation into immediate or future compliance with these standards.

K. Enforcement/Penalties

A system of penalties has been established to ensure compliance with the Rules and Regulations of the Association. The Board believes that the enforcement procedure will result in greater community awareness of reasonable conduct that all unit owners have the right to expect from each other. If the violator is not a unit owner, the owner will be provided with copies of all correspondence pertaining to the violation and any ensuing penalties and hearings. The unit owner is ultimately responsible for all fines and the removal of all violations.

Fines may be imposed for violation of any of the above rules, according to the following schedule:

- 1st violation, after written warning - \$ 50.00
- Repeated violation - \$100.00

The Board of Directors may not impose any fine or infringe upon any rights of a unit owner for violations of the rules until the following procedures have been complied with.

1. If a violation of the rules is alleged in a written complaint to the Board, the Board will notify the alleged violator in writing to cease and desist from the violation. This notification will include: (a) the nature of the alleged violation; (b) the action required to remove the violation, and (c) notification of a grace period of ten (10) days, within which the violation may be removed without penalty. Should the violation continue beyond the grace period, a fine will be imposed.
2. The violator may request a hearing within ten (10) days after imposition of the fine. The request must be made in writing and be addressed to the Board of Trustees. The hearing shall be held in executive session (that is, a closed session) of the Board, and will afford the violator a reasonable opportunity to be heard. The violator may present his/her case to the Board, and the Board will decide, based on the available information and or video information regarding the alleged violation, whether or not any fines and/or penalties should be lifted.
3. If a violation is repeated within twelve (12) months of the first notice, a fine will be imposed without a grace period.
4. The decision of the Board in such matter can be appealed to the Courts of the State of Alabama.
5. If any unit owner fails to comply with the Rules and Regulations or By-laws, or with any decision rendered under the Rules and Regulations and By-laws, the unit owner may be sued for damages or injunctive relief, or both, by the Board. The prevailing party in any such proceeding may be entitled to an award for legal fees, as determined by the court.

A fine will be applied to the unit owner regardless of whether the offender is the unit owner or the unit occupant. The payment of a fine does not relieve the offender of the obligation of correcting the violation. If the Association incurs expenses to correct the violation, this expense will be applied to the unit owner. If the bill is not paid by the unit owner, a higher fine may be imposed.

If this fine remains unpaid, a lien may be placed against the unit in question. This means that the unit cannot be sold unless the fine and all associated expenses in filing the lien are paid, and the lien has been removed. In addition, the Board of Directors may foreclose on a lien if it is deemed necessary.