

Crestwood Townhome Association
Post Office Box 321185
Birmingham, Alabama 35232

CRESTWOOD TOWNHOMES CONDOMINIUMS

RULES AND REGULATIONS

Revised 10/20/99

CRESTWOOD BOARD OF DIRECTORS

Crestwood Townhome Association
Post Office Box 321185
Birmingham, Alabama 35232

CRESTWOOD TOWNHOMES CONDOMINIUMS

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CRESTWOOD BOARD OF DIRECTORS

CRESTWOOD TOWNHOMES/CONDOMINIUMS RULES & REGULATIONS

The following is a list of Rules and Regulations as a synopsis of your By-Laws, to be used as a guide to the Association and Board of Directors of Crestwood Townhomes/Condominiums, for the use and enjoyment of each homeowner. These regulations shall be amended or changed and incorporated by the Association as it deems necessary.

1. All units shall be used only for private residential purposes, except that a unit may be used as a professional office if such use is consistent and in compliance with all governmental agencies having jurisdiction. This provision shall not be constructed to prevent the Declarant from using any unit for model, sales office or display purposes, nor to prohibit the leasing of the units owned by the Declarant, subject to the provisions of the Condominium Instruments.
2. No unit owner, resident or lessee, shall direct or engage any employee or sub-contractor of the Condominium on a private business of such unit owner, resident or lessee, nor shall he direct, supervise or in any manner attempt to assert control over any such employee or over any contractor acting under a contract or agreement with the Association.
3. No activity shall be done or maintained in any unit or upon any Common Elements which will increase the rate of insurance on any unit or the Common Elements or result in the cancellation of insurance thereon, unless such activity is first approved in writing by the Association's Board of Directors.
4. In the use of the units and Common Elements of the Condominium, unit owners shall obey and abide by all valid laws, ordinances and zoning and other governmental regulations, affecting the same and all applicable Rules and Regulations adopted by the Association.
5. **We strongly urge all residents to obtain insurance on personal property. Our insurance policy does not include coverage for resident's personal belongings. To have your possessions covered, you will need to take out a personal renter's/homeowner's insurance policy to cover theft, fire, flood, or damage due to any other means.**

Rules & Regulations Continued...

6. No unit owner or other resident of the Condominium shall post any advertisements or posters of any kind in or on the Condominium except as authorized by the Association.
7. No automobiles, trucks, trailers, motorcycles, or other objects of transportation shall be allowed on any of the lawns, grounds, or sidewalks, except in the areas prescribed by the Association to any tenant exclusively. No part of the parking areas shall be reserved to any tenant exclusively. No vehicles may be stored or left on the premises, whether operable or not, for any extended period of time while not being used for *normal transportation* or they will be towed away at the owner's expense. All loading and unloading of trucks will be done from the drive area.
8. A unit owner shall not place or cause to be placed in the public walkways, alleyways, or other Common Elements, any furniture, packages, toys, bicycles, or objects of any kind. The public walkways and alleyways shall be used for no purpose other than for normal transit through them. No part of the yards, lawns, grounds, halls, walks, or stairs, shall be reserved for the private use of any owner or tenant.
9. Please do not allow children to play in the parking areas or around the buildings.
10. No unit owner shall install wiring for electrical or telephone installation, television, radio, C.B. or other antennae which protrudes through the walls or the roof of the building except as authorized by the Association. No unit owner shall place cardboard, tin foil, or plastic over the windows and doors.
11. Unit owners, residents and lessees shall exercise extreme care to avoid unnecessary noise or the use of musical instruments, radios, televisions, or amplifiers that may disturb other unit owners or residents.
12. No nuisances shall be allowed in the Condominium, nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Condominium by its residents.
13. All refuse and trash shall be securely sealed and deposited in plastic bags designated for such purposes and in manner described by the Association or Management Company. Garbage is to be placed outside the unit on the morning of the scheduled pickup only.

Rules & Regulations Continued ...

14. White or off-white (neutral) window coverings are required. No other window coverings are permissible. Amended August 1999.
15. No clothing, laundry, rugs or wash shall be hung or spread upon or from any window or exterior portion of a unit or in or upon any Common Element.
16. Pets are allowed on the outside of your home only on a leash and/or accompanied by a resident. The maintenance, keeping, breeding, boarding and/or raising of animals, of any kind, regardless of number, shall be and is hereby prohibited within any Condominium unit or upon any Common Elements, except that this shall not prohibit the keeping of orderly domestic pets such as dogs, cats, and/or caged birds or others, provided that they are not kept or maintained for commercial purposes or for breeding. Pets shall not be permitted upon the Common Elements unless accompanied by an adult and unless they are carried or leashed. Any unit owner who keeps or maintains any pet within his/her unit shall be deemed to have indemnified and agreed to hold the Association, each of its members and Management Company fee and harmless from any loss, claim, or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium. All pets shall be inoculated as required by law. The Association, shall have the right to order any person whose pet is a nuisance, to remove such pet from the premises and the Association, after affording the right to a hearing to the unit owner affected, shall have the exclusive authority to declare any pet a nuisance, and to limit the number of pets per unit. No unit owner shall be allowed to erect or place any exterior pet home such as dog houses, etc.
17. The Common Elements shall be used only for the furnishings of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of the units. No unit or Common Element may be used for any unlawful, immoral, or improper purpose.
18. ~~The pool is provided for your use and enjoyment. We ask that all posted rules be observed by homeowners, family, and guests. See Clubhouse Rules.~~

Rules & Regulations Continued ...

19. The clubhouse is available to owners of Crestwood Townhomes by reservation only. A \$150.00 deposit is required (by separate check for owners - cashiers check for tenants) and is refundable if the clubhouse is cleaned appropriately, key returned by specified hours the next business day, and no damages found. Renters who wish to use the clubhouse will also be required to pay a rental fee (\$35.00 for owners-\$50.00 for tenants) and sign the Rental Form acknowledging that they understand and will abide by all rules and requirements. All tenants must have the signature of their unit's owner before rental will be granted. See Clubhouse Rules Form for detailed instruction.
20. All monies due the Association must be paid in full, before use of any amenities (such as pool, clubhouse, etc.) will be allowed.
21. No inoperable vehicles are to be left in any of the Common Areas. The board has the power to have inoperable vehicles removed from the property at the owner's expense OR move the vehicle to a common area as designated on Plat Map with a \$100 annual storage fee chargeable to the owner. If the Association must move the vehicle to this area, a \$40 towing charge will also be assessed to the owner.
22. Motorcycles are NOT to be parked on porches, sidewalks, or grounds. They must be parked in the spaces designated for parking.
23. Grievance - Each owner/resident must try to work out any problems he/she may have with another owner/resident prior to bringing the grievance before the manager. All grievances must be in writing. The manager will attempt to handle the problem; if this fails, the manager will contact the Grievance Committee which will then arbitrate the problem.
24. All owners MUST have approval in writing from the Board of Directors before any construction or change can be made regarding covered patios, fences, decks, burglar bars, fireplace addition, etc.
25. All copies of the entire Declarations, By-Laws, or other printed matter, as well as all mail box keys and resident keys, are the sole responsibility of one owner to a new owner or tenant.

Should a set of By-Laws and/or Declaration, etc., be requested by an owner or tenant, there will be a \$20.00 charge.



Crestwood Condominium Association, Inc.

Club House Rules

The Club House is available to all Resident Owners/Tenants on a reservation basis:

Homeowners: there is a \$150.00 refundable cash damage deposit and \$75.00 Rental fee made payable to Crestwood Condominium Assoc., money order or cashiers check, no personal check.

If the premises are left in order "After USE", all rules complied with, and keys returned the next agreed upon date and time to Crestwood Association Personnel, at this time an inspection will be done and if approved, the cash deposit will be returned.

All Owners must sign an authorization form before their tenant may rent the clubhouse.

Tenants: There is a \$150.00 refundable CASH ONLY damage deposit fee and \$100.00 rental fee, cash, cashiers check or money order, NO Personal Check, to be paid at the time of receiving the keys and signing the rental form. You must have written authorization from the Owner of your unit before rental approval. If the premises are left in order "AFTER USE", all rules complied with, and the keys returned the next agreed upon date and time to Crestwood Association Personnel, at this time an inspection will be done and if approved, the cash deposit will be returned.

ALL ASSOCIATION FEES MUST BE PAID IN FULL PRIOR TO BEING ALLOWED TO RENT THE CLUBHOUSE. ANY OWNER WITH ARREARS, THE OWNER AND TENANT WILL BE DENIED RENTAL.

1. If any damage is incurred during the use of the Clubhouse, the deposit will be held until damage can be determined. If the Clubhouse is NOT cleaned, a minimum of \$50.00 of the deposit will be retained for cost cleanup. The balance after payment of damages and/or cleanup will be returned. Damages in excess of \$150.00 will be assessed to the Owner and /or Tenant responsible.
2. Cleanup shall consist of floors swept/vacuumed, vinyl flooring mopped/cleaned, kitchen area cleaned, all trash removed from premises, windows closed, bathrooms cleaned, air conditioning OFF (in winter heat should be left at 60 degrees), furniture dusted, *key returned at appointed time*. Any items placed outside the clubhouse for that function (example; balloons, signs, etc.) must also be removed after use. This should be done to avoid the \$50.00 cleanup charge. If furniture is stained, broken or damage in any form, from your rental, then cleaning, repair, or replacement will be in addition to the standard cleaning charge.

CRESTWOOD CONDO ASSOCIATION CLUBHOUSE RULES

3. Reservations CANNOT exceed two months in advance. Reservations must be made by calling; Mrs. Thomas at 592-0207, or Mrs. Jones at 591-7155 or Johnnie Johnson III at 266-0749 between the hours of 9am and 8pm Monday thru Friday, please do not consider leaving a voice mail message as making a reservation. You may leave such a message and follow up with CCA Board member, or call later.
4. To confirm a reservation, payment of the Rental Fee, Deposit and return of the SIGNED rental form must be given to CCA Board Member, 24 hours Before the scheduled date of Clubhouse rental.
5. Inspection of the clubhouse must be made by the person renting the clubhouse prior to usage. If any problems are found, it must be noted to CCA Board Member present. In case of an emergency, fire, police dial 911, and then notify CCA Board Member(592-0207/591-7155/266-0749).
6. If the keys are not returned at the appointed date as stipulated, a charge of \$10.00 per day per key will be deducted from the deposit.
7. Tenant must have a co-signer who is the owner of their unit, in order to reserve the clubhouse. The Owner assumes all responsibility for any damages resulting from that use of the clubhouse.
8. The Owner or Tenant renting the clubhouse must be present during the function taking place.
9. The maximum number of persons invited to the clubhouse shall not exceed twenty-five (25) in Accordance with Fire Codes and Insurance Policy.
10. Doors must be closed during the function to contain noise. Party noise must not be disturbing To other residents.

DO NOT OPEN WINDOWS, DO NOT USE FIRE PLACE, DO NOT OPEN BACK DOOR TO POOL AREA, DO NOT USE CLUBHOUSE SUPPLIES BEYOND WHAT HAS BEEN GIVEN, PARK ONLY IN DESIGNATED AREAS, OR FACE GETTING VEHICLES TOWED AT YOUR EXPENSE, IF PLUMBING PROBLEMS OCCUR BECAUSE OF MISUSE, TRACED TO YOUR USE FROM A PLUMBER, OWNER/TENANT WILL PAY ADDITIONAL COST INCURRED.

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CRESTWOOD BOARD OF DIRECTORS

Crestwood Condominium Association
Post Office Box 321185
Birmingham, Alabama 35232

CRESTWOOD CONDOMINIUM ASSOC., INC.
CLUBHOUSE RENTAL AGREEMENT

I, the undersigned, having made reservations for the Crestwood Clubhouse on

_____, _____, hereby certify that I have read and understand the Crestwood Clubhouse Rules as established by the Crestwood Condominium Association and agree to abide and be responsible for all.

I agree to clean the clubhouse after my usage and return the key to the Management personnel on the day following the function by 6:00 pm .

I agree that should there be any damages to the Clubhouse or it's furnishings caused by me or my guests, or should it be necessary for the Association to clean said clubhouse after my usage, all or part of my \$150.00 deposit will be retained by the Association.

I further understand that should the amount of damage be in excess of \$150.00, I will be billed for the difference and that the Association has the right to file a lien against my Property if this difference is not promptly paid.

I understand that if the Police must be called because of noise, or any problems during my function, I agree and fully understand that the entire security deposit shall be forfeited.

Note: Tenants may not use the clubhouse unless the Owner of that particular unit signs this form accepting responsibility for any possible damage not paid by the tenant.

Signed this _____ day of _____, _____.

By: _____ By: _____
Owner **Tenant**

Home/ Cell # _____ work # _____ home/ cell # _____ work # _____

FOR OFFICE USE ONLY:

Clubhouse rental date: _____ Owner Rental _____ Tenant Rental _____
Rental amount paid \$ _____ Receipt # _____
Deposit amount paid \$ _____ Receipt # _____

CRESTWOOD CONDOMINIUM

Garbage Rules

Fines now in effect:	\$50.00	1 st Offense
		\$100.00 2 nd Offense
		\$150.00 3 rd Offense

1. Please maintain your garbage in your home until the scheduled pick-up day. (Mondays & Thursdays except for holidays)
2. Garbage must be stored in PLASTIC BAGS ONLY, NO PAPER BAGS!
3. Everything thrown away must be in a plastic bag. Pick-up can be refused for anything other than plastic bags. NO GARBAGE CANS!!!
4. Your garbage should be placed outside in front of your unit(not across the street in front of someone else's unit) on the morning of pick-up. Regular scheduled pick-up days are MONDAYS and THURSDAYS, with the exception of holidays.
5. If your garbage is put out and no pick-up occurs, you are responsible for taking it back (same day) into your unit until next pick up. If not taken in before the end of day, a \$100 fine will be assessed immediately .
6. If your garbage is torn from the plastic bag(*such as by animals*). You must pick it up. We recommend pouring bleach or ammonia over the plastic garbage bags after putting outside.
7. Do Not put garbage out so it is an eye offense. Do not leave garbage on top of vehicles. This looks bad!

A violation of any of the above will result in an automatic fine being levied to the unit/owner. Please adhere to these rules.

Off-property owners; We recommend you laminate these rules and place them in a permanent location within your unit, so renters may be informed of these rules at all times.

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Crestwood Townhomes Condominiums

Construction Specifications

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FINE FOR UNAPPROVED CONSTRUCTION

CRESTWOOD BOARD OF DIRECTORS

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BE IT RESOLVED, THAT THE CRESTWOOD TOWNHOMES ASSOCIATION BOARD OF DIRECTORS HAVE ADOPTED THE FOLLOWING VIOLATION TO BE LEVIED AGAINST ANY OWNER WITH A FINE AS FOLLOWS:

RESOLUTION

A fine of Two Hundred Dollars (\$200.00) will automatically be assessed against any unit owner of Crestwood Townhomes when that owner constructs a fence and/or deck or any other structure to his/her unit WITHOUT PRIOR CONSENT OF THE BOARD OF DIRECTORS FOR THE ASSOCIATION.

A letter of Approval must be on file in the management office prior to construction beginning.

If a situation occurs where an owner constructs any item BEFORE the Board of Directors approves such construction, then, in such event, the following guidelines will be taken for the Owner by the Board for future resolutions:

- Verification that improper construction exists by any Board Member.
- Board Members inspect subject fence and/or deck.
- Board Members vote if fence or deck is within specifications.
A 4-1 vote must be received in order for an approval.

IF BOARD APPROVES THE STRUCTURE, THE OWNER SHALL BE NOTIFIED BY CERTIFIED MAIL.

If not approved by the Board, the Owner will be notified by Certified mail of the Board's decision advising such and indicating:

- A list of the items that must be upgraded to specification
- Giving a thirty (30) day time limit to conform
- If modifications are not made within the thirty (30) day time period, and additional One Hundred Dollar (\$100.00) fine shall be implemented.

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ALL FINES ARE DUE IMMEDIATELY AND SHALL BE LEVIED AGAINST THE UNIT AND COLLECTED THE BEST AVENUE DEEMED BY THE MANAGEMENT COMPANY.

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- After sixty (60) days have passed, if owner has not abided by upgrading the structure, the Board will elect one of the following:
 - Give an additional thirty (30) day extension with acceptable reasons, such as weather not permitting, etc.
 - Fine the owner until he/she meets specifications (\$100.00 per month until complete)
 - The Board shall employ a contractor to disassemble the structure and levy that expense against the owner's unit. These expenses shall be due immediately.

A 24 hour certified notice to the owner and/or a posted notice on the property shall be given of the action(s) the Board will take.

Any appointments the owner shall attempt, must be made by the unit owner in violation, with at least two (2) Board Members for the inspection of the upgrading codes.

Last minute attempts by the owner will be looked at negatively by the Board of Directors.

DECK SPECIFICATIONS

CRESTWOOD BOARD OF DIRECTORS

BE IT RESOLVED THAT THE CRESTWOOD TOWNHOME ASSOCIATION=S BOARD OF DIRECTORS HAS IMPLEMENTED THE FOLLOWING:

RESOLUTION

The following specifications shall be followed by all unit owners at Crestwood Townhomes:

1. Height restriction: All decks must not be any higher or lower than the threshold of the sliding glass door. The deck must be flush with this threshold.
2. Depth restriction: The length of the deck cannot exceed fourteen (14) inches from the back wall of the unit.
3. Width restriction: The deck cannot exceed the width of the unit itself.
4. Handrails and all other specifications MUST meet with the code established by the city of Birmingham.
5. The owner must place flashing between the unit and the decking in order to alleviate any water problem to the exterior of the unit.
6. All deck boards for exterior planks for fences or structure board must be 2.5 inches off the ground to permit water drainage.
7. All materials used must be a pressure treated wood. This can be cedar or pine or another PRESSURE TREATED MATERIAL.
8. Any owner constructing a deck must also sign a waiver and affidavit stating they will be responsible for the upkeep of such structure and if any repairs are needed to the unit itself caused by the installation of this structure or future repair, shall be the responsibility of this unit owner.
9. No screened decks or porches are permitted.

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THE FOLLOWING ARE NEW RESOLUTIONS MADE INTO NEW DOCUMENTS THAT YOUR BOARD OF DIRECTORS HAVE IMPLEMENTED:

CRESTWOOD BOARD OF DIRECTORS

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1. Construction- Owners must sign an acknowledgment form when building any structure at the time a request to build and specifications are submitted to the Board of Directors.
2. Construction- There is an automatic two hundred dollar (\$200.00) fine against any unit owner building ANY structure without PRIOR WRITTEN APPROVAL FROM THE BOARD OF DIRECTORS. Passed 5/91.
3. Vehicles- Added Extra Vehicle Storage to the Rules and Regulations. Passed 5/91.
4. Pool Keys- New gate keys for the swimming pool if your condo dues are paid up to date. Passed 1991.
5. Decisions- Any unit owners wishing to submit plans to build or approach the Board of Directors on any subject, whether a complaint, suggestion, etc., may do so at any scheduled board meeting between 6:30 and 7:00 p.m. All unit owners and any guests will then be excused from the board meeting and any conflict, problem, or final decision shall be made during a closed meeting.

This was voted on to protect the rights and interests of other unit owners, when possibly one family's desires or requests are presented time and time again with more emotional input than a businesslike nature. This way the Board can consider each home owner's position, should there be a dispute, and make a calm, rational decision without the angry or disruptive non-business like home owner's presence to confuse or fuel any situation.

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CRESTWOOD TOWNHOMES FENCE REQUIREMENTS

CRESTWOOD BOARD OF DIRECTORS

1. The fence must be built in a shadow box style.
2. The corner posts must be 2 X 4's. Treated pine (if desired) for the posts and braces.
3. The outside slats must be constructed of cedar wood only. The inside slats can be treated pine as long as they do not show.
4. The height should not be less than six (6) feet and not more than eight (8) feet **with the first fence constructed in a building setting precedence over a particular building**. The fence height should follow the slope of the ground.
5. Each fence must adjoin the neighbors fence with no space in between, or be built flush with the neighbor's fence (with neighbor's written permission to go in the Condo Association files.)
6. The fence must be no more than 2 inches off the ground.
7. The fence cannot be more than 18 feet deep and must have a gate at the back which must remain unlocked at all times for gas meter readings, etc.
8. The owner/tenant is responsible for keeping the grass cut within this fenced area. Fines will be levied against any unit with an unkempt yard.
1. Any plans for initial construction in your building must include each neighbor's written approval when presented to the Board with your specifications.
2. The Board must have written specification on material to be used and a diagram with length and width.
3. When selling your unit, you must advise prospective owners that they are responsible for cutting grass inside fenced area at **their cost**, not the Association's.
4. If renting your unit, the tenant is responsible for cutting the grass at **your cost**, not the Association's.
5. No screened decks or porches are permitted.
6. No concrete decks are allowed, due to underground wiring.
7. Any modification made to the original structure, the owner assumes full responsibility for the repairs and maintenance.
8. Roofs over decks must be finished decking and roofing shingles to match the existing roof.

SHOULD YOU DESIRE TO COVER OVER THE DECK OR PATIO, A SPECIFICATION MUST BE SUBMITTED FOR APPROVAL TO THE BOARD PRIOR TO CONSTRUCTION BEING STARTED.

**CONSTRUCTION
ACKNOWLEDGMENT**

CRESTWOOD BOARD OF DIRECTORS

Crestwood Condominium
Association
PO Box 321185
Birmingham, AL 35232

BE IT RESOLVED, that the Crestwood CONDO Association's Board of Directors, in the spring of 1990, added the following to its standard Rules and Regulations that ALL unit owners must abide by:

Any family or unit owner that has more than two (2) cars, or has ANY inoperable vehicle, MUST store the third vehicle or more, or campers, trucks, utility trucks, vans, work or business truck/van/car, or other vehicles as deemed necessary by the Board, in the Designated Storage Area.

DEFINITION OF EXTRA CAR:

1. Any vehicle NOT utilized on a DAILY BASIS.
2. Any third vehicle owned by any unit owner, even if it can be utilized daily, must be kept away from immediate unit in order that other owners may have a space in front of their unit.
3. Any business vehicle, recreational vehicle, boat, trailer, ski boats, motorcycles, vans, oversized vehicle, etc.

INOPERABLE VEHICLE:

Any vehicle not in operable condition, including but not limited to; improper tag, no license/registration, flat tires, obvious need of repair or restoration.

STORAGE FEE:

Any vehicle placed in such area must file an application with the Management Company stating the make, model, color, license plate, owner name and address, work and home telephone number, and date of application.

A certain parking space shall be reserved for that unit owner and signage shall indicate such reserved space. The annual costs for this shall be One Hundred dollars (\$100.00) payable in advance.

OTHER REGULATIONS:

Each vehicle parked in the designated storage area, that is NOT used frequently or is unsightly, must have a GRAY cover placed securely over the vehicle.

Per your Board and previous years of these problems, there are only 1.5 parking spaces PER UNIT.

Obviously, it is a problem for each unit owner to have two cars directly in front of their unit, therefore, all means to accommodate all owners is being attempted per this directive.